

MARKETING PROJECT MANAGEMENT AGREEMENT

Between the

CITY OF DIAMONDHEAD

And

HANCOCK CHAMBER OF COMMERCE

Effective as of _____



MARKETING PROJECT MANAGEMENT AGREEMENT

This Marketing Project Management Agreement is entered into on this date _____ and made effective (the "Effective Date"), by and between the City of Diamondhead (OWNER), and Hancock Chamber of Commerce (PROJECT MARKETING MANAGER).

RECITALS

WHEREAS, OWNER is the City of Diamondhead, a city located in Hancock County, Mississippi, incorporated on January 30th, 2012.

WHEREAS, the OWNER desires to engage the Hancock Chamber of Commerce to act as the PROJECT MARKETING MANAGER for OWNER to manage certain marketing projects to maximize the results of marketing efforts for the OWNER; and,

WHEREAS, the PROJECT MARKETING MANAGER desires to accept such engagement, pursuant to the terms and conditions contained herein; and,

NOW THEREFORE, for and in consideration of the foregoing, the mutual covenants and promises hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

SCOPE OF SERVICES

Engagement

(a) Subject to the terms of this agreement, PROJECT MARKETING MANAGER shall be the sole and exclusive PROJECT MARKETING MANAGER, on behalf of OWNER, to perform marketing project management services, subject to and as more fully described in this Agreement, and in Exhibit A attached hereto.

(b) PROJECT MARKETING MANAGER hereby accepts such engagement, and shall perform the services described herein, subject to the limitations expressly set forth in this Agreement

TERM; TERMINATION

Term The term of this Agreement (the "Term") shall begin on the Effective Date and continue in full force and effect until either party's decision to terminate upon thirty (30) days written notice to the other party.

Effect of Termination. Upon termination or expiration of this Agreement, (i) PROJECT MARKETING MANAGER shall promptly discontinue the performance of all services hereunder, (ii) the OWNER shall promptly, within 30 days, pay PROJECT MARKETING MANAGER all fees due PROJECT MARKETING MANAGER up to the date of termination or expiration (iii) PROJECT MARKETING MANAGER shall make available to the OWNER all data, electronic files, documents, reports, estimates, summaries, and other such information and materials with respect to marketing services and projects under this agreement as may have been accumulated by PROJECT MARKETING MANAGER in performing its obligations hereunder, whether completed or in process, and (iv) without any further action on part of PROJECT MARKETING MANAGER or OWNER, the OWNER shall, or shall cause the successor PROJECT MARKETING MANAGER to, assume all obligations arising after the date of such termination or expiration, assume all obligations under any contracts, marketing commitments and any other marketing agreements in furtherance of its duties hereunder. Any obligations of the parties that are specifically intended to survive expiration or termination of this Agreement shall survive expiration or termination hereof.

FUNDING OF PROJECTS

Project Budgets. PROJECT MARKETING MANAGER will manage, administer and assure compliance with OWNER's project budgets not to exceed amounts set forth by OWNER.

Project Fees. Upon receipt of appropriate invoices, OWNER will pay in a timely manner all fees and expenses to PROJECT MARKETING MANAGER, vendors and service providers under the terms of this agreement for amounts equal to those as more described in Exhibit A. PROJECT MARKETING MANAGER shall have no liability to the OWNER or any third party in the event OWNER is unable to perform its obligations hereunder, or under any third party contract entered into pursuant to the terms hereof, due to the fact that sufficient funds are not made available by OWNER to pay such expenses in a timely manner. Notwithstanding anything to the contrary set forth in this agreement, the OWNER recognizes and agrees that performance by PROJECT MARKETING MANAGER of its responsibilities under this agreement is in all respects subject to and conditioned upon the timely provision of funds for purposes herein provided.

Subject to Funding. PROJECT MARKETING MANAGER and OWNER hereby recognize this Agreement is subject to funding and that as such, in the event funds are not appropriated for any fiscal period or partial period by the OWNER, this Agreement, subject to terms in Effect of Termination (ii), may terminate without penalty to or liability of either party to the other by reason of such lack of appropriation or termination.

USE OF THE FACILITIES

Subject to availability and with advanced OWNER approval, the PROJECT MARKETING MANAGER shall have the right to use certain OWNER facilities for the purposes of performing the services herein.

SERVICE CONTRACTS

Execution of Service Contracts. In connection with its obligations hereunder relating to the purchase or procurement of services, PROJECT MARKETING MANAGER shall execute all service contracts; and PROJECT MARKETING MANAGER shall administer and assure compliance with all said

service contracts. The specific procedures (and signatory authorized individuals) for the execution of such contracts shall be set forth by PROJECT MARKETING MANAGER.

AGREEMENT MONITORING

Contract Administrator. Each party shall appoint a contract administrator who shall monitor such party's compliance with the terms of this Agreement.

PROJECT MARKETING MANAGER's contract administrator shall be its Executive Director of the Hancock County Chamber of Commerce, unless PROJECT MARKETING MANAGER notifies OWNER of a substitute contract administrator in writing.

OWNER's contract administrator shall be its City Manager of the City of Diamondhead, unless OWNER notifies PROJECT MARKETING MANAGER of a substitute contract administrator in writing. City Manager for City of Diamondhead is the Point of Contact for those projects as described in Exhibit A and advance approval for implementation is required by the City Manager.

Any and all references in this Agreement requiring PROJECT MARKETING MANAGER or OWNER participation or approval shall mean the participation or approval of such party's contract administrator.

INDEMNIFICATION

Indemnification by PROJECT MARKETING MANAGER. PROJECT MARKETING MANAGER agrees to defend, indemnify, and hold harmless the OWNER and its officials, directors, officers, employees, agents, successors and assigns against any claims, causes of action, costs, expenses (including reasonable attorneys' fees), liabilities, or damages (collectively, "Losses") suffered by such parties, arising out of or in connection with any (a) negligent act or omission, or intentional misconduct, on the part of PROJECT MARKETING MANAGER or any of its employees or agents in the performance of its obligations under this Agreement, or (b) breach by PROJECT MARKETING MANAGER of any of its representations, covenants or agreements made herein.

Indemnification by the OWNER. OWNER agrees to defend, indemnify and hold harmless PROJECT MARKETING MANAGER, its parent, subsidiary and affiliate companies, and each of their respective directors, officers, employees, agents, successors and assigns, against any Losses suffered by such parties, arising out of or in connection with (a) any negligent act or omission, or intentional misconduct, on the part of OWNER or any of its employees or agents in the performance of its obligations under this Agreement, (b) a breach by OWNER of any of its representations, covenants or agreements made herein, including without limitation OWNER's obligation to pay any budgeted or otherwise approved expenses in a timely manner, (c) failure by OWNER to pay any amounts due by OWNER or to otherwise perform any obligations of OWNER under any third party contracts, licenses or agreements in furtherance of its duties hereunder as authorized hereby; and (d) any act or omission carried out by PROJECT MARKETING MANAGER at or pursuant to the direction or instruction of OWNER, its agents or employees.

Conditions to Indemnification. With respect to each separate matter brought by any third party against which a party hereto ("Indemnitee") is indemnified by the other party ("Indemnitor") the Indemnitor shall be responsible, at its sole cost and expense, for controlling, litigating, defending and/or otherwise attempting to resolve any proceeding, claim, or cause of action underlying such matter, except that (a) the Indemnitee may, at its option, participate in such defense or resolution at its expense and through counsel of its choice; (b) the Indemnitee may, at its option, assume control of such defense or resolution if the Indemnitor does not promptly and diligently pursue such defense or resolution, provided that the Indemnitor shall continue to be obligated to indemnify the Indemnitee hereunder in connection therewith; and (c) neither Indemnitor nor Indemnitee shall agree to any settlement without the other's prior written consent (which shall not be unreasonably withheld or delayed). In any event, Indemnitor and Indemnitee shall in good faith cooperate with each other and their respective counsel with respect to all such actions or proceedings, at the Indemnitor's expense.

With respect to each and every matter with respect to which any indemnification may be sought hereunder, upon receiving notice pertaining to such matter, Indemnitee shall promptly (and in no event more than twenty (20) days after any third party litigation is commenced asserting such claim) give reasonably detailed written notice to the Indemnitor of the nature of such matter and the amount demanded or claimed in connection therewith.

Indemnification Survival. The obligations of the parties contained in this section shall survive the termination or expiration of this Agreement.

REPRESENTATIONS, WARRANTIES AND COVENANTS

PROJECT MARKETING MANAGER hereby represents, warrants and covenants to OWNER as follows:

(a) that it has the full legal right, power and authority to enter into this Agreement and to grant the rights and perform the obligations of PROJECT MARKETING MANAGER herein, and that no third party consent or approval is required to grant such rights or perform such obligations hereunder; and

(b) that this Agreement has been duly executed and delivered by PROJECT MARKETING MANAGER and constitutes a valid and binding obligation of PROJECT MARKETING MANAGER, enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization or similar Laws affecting creditors' rights generally or by general equitable principles.

(c) that PROJECT MARKETING MANAGER will comply with all Laws applicable to this agreement.

OWNER hereby represents, warrants and covenants to PROJECT MARKETING MANAGER as follows:

(a) that it has the full legal right, power and authority to enter into this Agreement and to grant the rights and perform the obligations of OWNER herein, and that no other third party consent or approval is required to grant such rights or perform such obligations hereunder.

(b) that this Agreement has been duly executed and delivered by OWNER and constitutes a valid and binding obligation of OWNER, enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization or similar laws affecting creditors' rights generally or by general equitable principles.

(c) that OWNER will comply with all Laws applicable to this agreement.

MISCELLANEOUS

Confidentiality. Unless a party is required by law to disclose this Agreement or the terms contained herein, this Agreement and its terms, conditions, provisions and contents shall be kept strictly confidential and shall not be disclosed by either party hereto to any person except such party's employees, affiliates, attorneys, accountants, financial advisors, and advertising agencies who have a need to know such information, and except in the case of a proceeding surrounding a dispute under this Agreement or as may otherwise be required by court order, in which case such disclosure shall be conditioned on all reasonable steps being taken to maintain the confidentiality of the economic terms of this Agreement.

No Discrimination. The parties agree that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, religion, color, sex, disability, national origin, ancestry, physical handicap, or age, and will take steps to ensure that applicants are employed, and employees are treated during employment, without regard to race, religion, color, sex, disability, national origin, ancestry, physical handicap, or age.

Use of OWNER Names and Logos. PROJECT MARKETING MANAGER shall have the right to use throughout the Term (and permit others to use in furtherance of PROJECT MARKETING MANAGER's obligations hereunder), for no charge, the name and all logos of the OWNER, and whenever conducting business of the OWNER under this agreement; provided, that PROJECT MARKETING MANAGER shall take all prudent and appropriate measures to protect the intellectual property rights of the OWNER relating to such names and logos.

All intellectual property rights to any materials developed by the PROJECT MARKETING MANAGER under this agreement shall be and at all times remain the sole and exclusive property of the OWNER.

Force Majeure; Casualty Loss.

Neither party shall be liable or responsible to the other party for any delay, loss, damage, failure or inability to perform under this Agreement due to an Event of Force Majeure, provided that the party claiming failure or inability to perform provides written notice to the extent possible to the other party

within thirty (30) days of the date on which such party gains actual knowledge of such Event of Force Majeure.

Assignment. Neither party may assign this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld or delayed.

Notices. All notices required or permitted to be given pursuant to this Agreement shall be in writing and delivered personally or sent by registered or certified mail, return receipt requested, or by generally recognized, prepaid, overnight air courier services, to the address and individual set forth below. All such notices to either party shall be deemed to have been provided when delivered, if delivered personally, three (3) days after mailed, if sent by registered or certified mail, or the next business day, if sent by generally recognized, prepaid, overnight air courier services.

If to the OWNER

City of Diamondhead
5000 Diamondhead Circle, Diamondhead, MS 39525
Clovis Reed, City Manager

If to the PROJECT MARKETING MANAGER

Hancock Chamber of Commerce
100 South Beach Blvd, Suite A, Bay St. Louis, MS 39520
Tish Williams, Executive Director

The designation of the individuals to be so notified and the addresses of such parties set forth above may be changed from time to time by written notice to the other party in the manner set forth above.

Severability. If a court of competent jurisdiction determines that any term of this Agreement is invalid or unenforceable to any extent under applicable law, the remainder of this Agreement (and the application of this Agreement to other circumstances) shall not be affected thereby, and each remaining term shall be valid and enforceable to the fullest extent permitted by law.

Entire Agreement. This Agreement (including the Exhibit A attached hereto) contains the entire agreement between the parties with respect to the subject matter hereof, and supersedes and replaces all prior negotiations, correspondence, conversations, agreements, and understandings concerning the subject matter hereof. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations, agreements or understandings, whether oral or written.

Governing Law. The Agreement is entered into under and pursuant to, and is to be construed and enforceable in accordance with the laws of the State of Mississippi, without regard to its conflict of laws or principles.

Amendments. Neither this Agreement nor any of its terms may be changed or modified, waived, or terminated (unless as otherwise provided hereunder) except by an instrument in writing signed by an

authorized representative of the party against whom the enforcement of the change, waiver, or termination is sought.

Waiver; Remedies. No failure or delay by a party hereto to insist on the strict performance of any term of this Agreement, or to exercise any right or remedy consequent to a breach thereof, shall constitute a waiver of any breach or any subsequent breach of such term. No waiver of any breach hereunder shall affect or alter the remaining terms of this Agreement, but each and every term of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach thereof. The remedies provided in this Agreement are cumulative and not exclusive of the remedies provided by law or in equity.

Relationship of Parties. PROJECT MARKETING MANAGER and OWNER acknowledge and agree that they are not joint venturers, partners, or joint titleholders, and nothing contained in this Agreement shall be construed as creating a partnership, joint venture or similar relationship between OWNER and PROJECT MARKETING MANAGER. PROJECT MARKETING MANAGER acts on behalf of OWNER (but subject to the limitations on PROJECT MARKETING MANAGER's authority as set out in this Agreement), with the duties required by law of a party acting in such capacity.

Counterparts; Facsimile and Electronic Signatures. This Agreement may be executed in counterparts, each of which shall constitute an original, and all of which together shall constitute one and the same document. This Agreement may be executed by the parties and transmitted by facsimile or electronic transmission, and if so executed and transmitted, shall be effective as if the parties had delivered an executed original of this Agreement.

IN WITNESS WHEREOF, each party hereto has caused this Agreement to be executed on behalf of such party by an authorized representative as of the date first set forth above.

OWNER: CITY OF DIAMONDHEAD

By: Clovis Reed, City Manager

Signature _____

Print Name _____ Date _____

PROJECT MARKETING MANAGER: HANCOCK CHAMBER OF COMMERCE

By: Tish Williams, Executive Director

Signature _____

Print Name _____ Date _____

EXHIBIT A

On behalf of OWNER, the PROJECT MARKETING MANAGER's obligations under this Agreement shall consist of all aspects of management of the marketing projects listed below; and in accordance with the terms of this Agreement.

Website fillable PDF Files & Website edits

- 13 online forms listed below with editable fields & submit/print buttons to route to appropriate departments: **\$3,125**
- Minor other edits requested: announcement "bubble", revise employment button" and change body text to black. **\$625**

Report an Issue

Employment Application

Garage Sale Permit

Parade Permit

Parking Permit

Public Records Request

Street Light Repair/Request

Vacation Check Request

Culvert and Catch Basin Permit Application

Diamondhead Event Submittal Request

Application for Building Permit (fillable and printable only)

Application for Contractors (fillable and printable only)

Privilege License Application (fillable and printable only)

Add Interactive Geo - Locate Ward Map to Website

- Ward map functionality similar to site below with appropriate maps, addresses, elected officials information, polling places, and link to Hancock County Geo-Portal site: **\$4,375**

Ward/District Map

Geolocate City Wards, Districts & State Legislative Districts

225 Main Street

Results

Matched Address: 225 Main St, Burlington, VT 05401

City Ward: 6

City District: South (Wards 5 & 6)

State Legislative District: Chittenden 0-03

Polling Location: Edmunds Middle School
Corner of Main St and South Union

Wards

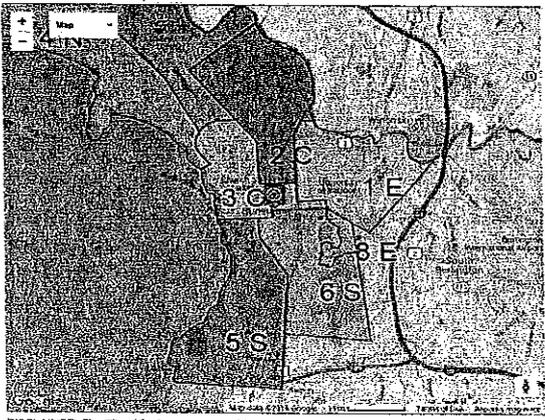
- Show All Ward Boundaries
- Show Single Ward Boundary
- Don't Show Ward Boundaries
- Label Wards
- Display Polling Places

State Legislative Districts

- Show All State District Boundaries
- Show Single State District Boundary
- Don't Show District Boundaries
- Label Districts

Options

- Display GPS Coordinates
- Auto-open Marker Info Window



DISCLAIMER: The City of Burlington has published this map to help voters locate property addresses and their corresponding voting districts. Users of this map should be aware that political boundaries may vary. The City of Burlington assumes no liability for any decisions made or actions taken by the users of the maps and data. If you feel that the location is incorrect or you have any other questions, please

Digital Marketing Management and Maintenance, Publicity/Public Relations Support

- Monitor your SEO Rankings and Google analytics and report quarterly.
- Website content management and maintenance
(excludes uploading of agendas, minutes, ordinances, and resolutions)
- Social Media Management (Facebook, Twitter, YouTube)
- Publicity/Public Relations Campaign Management
- All inclusive: **\$1,000 per month**

Clear content answers their questions and solves their problems; it's what they are searching for. Concise content makes it easy for people to do what they came to your website to do. Compelling content gives them a reason to do it. Content is what attracts people to your website.

Our social media management services are designed to grow your new brand's online presence. We will help you build new relationships with your visitors, residents, stakeholders and the general public. The benefits of using our social media management services consist of increased awareness, website traffic, influenced Google rankings, blog promotions, hashtag marketing, and reputation management.

For the City of Diamondhead, we will group our social media and website content with other Chamber programs (Partners for Stennis Space Center, Hancock MS My Home, Gulf Coast Scenic Byways) to ensure the City of Diamondhead has timely, relevant content.

A successful publicity/PR campaign for the City of Diamondhead should include the following:

- An interesting, quality, newsworthy product that the media (and its audience) will find merit in;
- A concise, articulate media release or story pitch – not a glorified ad.
- A supply of media "supportives"• such as digital photos.
- An extensively researched media list detailing all applicable media outlets whose editorial profiles match the City's profile.
- A solid, trustworthy media contact vehicle that gets your release directly into the hands of the appropriate reporter/editor/producer and allows them to respond easily to your pitch.

- Whether it's by snail mail, email, fax or phone calls, the media can't run your story if they don't hear about it. For one reason or another, some media may decide not to include your release – but don't let them say the reason is because they weren't made aware of it;
- Meticulous media relations to immediately fulfill media requests (photos/interviews) and extensive media contact follow-ups to generate as many placements as possible. It takes time to wade through a multitude of similar media pitches so media interest continues to increase as you re-introduce the pitch and gently "rattle the media cage".

Social Media Policy Research and Development

- The use of social media tools in government in the United States has been steadily gaining acceptance at all levels of government. Government agencies are turning to social media tools to improve the quality of services and enable greater citizen engagement. At the same time, social media present new challenges to governments who must address resulting citizen expectations and the differences in communication culture. Developing a social media policy can be an important first step to navigating this new space and can ultimately serve as a key enabler for responsibly and effectively leveraging social media tools. **\$1,050**

Web Camera Project

- Research and install web cameras at two possible locations in Diamondhead, including City Hall. Said cameras would be used to broadcast live via the City's website. **Cost is to be determined.**

Visitor & Information Center Feasibility Plan

- The Hancock Chamber of Commerce will develop a feasibility plan and budget to turn the "guard shack" into a well presented and accessible space to educate visitors and residents about the assets available in the City, as well as serve as a "hub" for local residents. The plan will cover three phases: (1) pre-opening (2) opening (3) operating. **\$5,500**

Local Engagement – We will engage multiple stakeholders, including the public sector, industry representatives, realtors, and local businesses to determine the feasibility.

Budget – We will determine a budget estimate for the three phases mentioned above.

Content/Displays We will identify appropriate content and displays for promotional purposes.

Staffing – We will identify options to staff the center through community volunteer programs.

Revenue – We will identify commercial opportunities to raise revenue for the City, including advertising and merchandise sales.

Data Collection – We will include a process for gathering and interpreting visitor data.

Budget Summary - Phase 2 Marketing	Non-Recurring	Recurring Monthly
Fillable Website PDF Forms	\$3,125	
Website Edits/Body Text Color Change	\$625	
Interactive Geo-Locator Map	\$4,375	
Digital Management/Maintenance, PR Support		\$1,000
Social Media Policy Preparation	\$1,050	
Visitor Center Feasibility Plan	\$5,500	
Total	\$14,675	\$5,000 FY 2016
		\$12,000 FY 2017

City Manager for City of Diamondhead is the Point of Contact for the above named projects and advanced approval for implementation is required by the City Manager.