



Consulting Agreement

Contract Number:

This Independent Contractor Agreement ("Agreement") is by and between Mendocino County Tourism Commission ("CLIENT") and Coraggio Group, Inc. ("Contractor") effective as of November 29, 2016.

AGREEMENT

In consideration of the mutual promises stated in this Agreement, Mendocino County Tourism Commission and Contractor agree as follows:

1. Engagement of Services

1.1 Contractor is hereby engaged by Mendocino County Tourism Commission as an independent contractor to provide Strategic Planning services as set forth in the attached **Exhibit A** (collectively the "Services").

1.2 The specific time and place that Contractor chooses to provide the Services are in Contractor's sole discretion and control. Contractor will provide its own equipment, supplies, and materials as needed at its own expense. Contractor will use all reasonable efforts to complete requested Services in a timely manner in accordance with the timeframes provided by Mendocino County Tourism Commission. With respect to any ongoing Services which are expected to be provided over a time period exceeding one month, Contractor shall report at least monthly concerning the status of the requested Services to Mendocino County Tourism Commission's main contact. This report will take the form of a one-page document detailing recent work completed, upcoming work for the next month, and will identify any issues or needs the consulting team has.

1.3 Contractor will perform the Services with that degree of skill and judgment normally exercised by recognized professional firms performing services of the same or substantially similar nature and in compliance with all applicable laws, regulations, codes and standards.



2. Term and Termination

This Agreement shall be effective from December 15, 2016 through June 30, 2017, unless terminated earlier in accordance with this **Section 2**. Either party may terminate this Agreement for any reason upon thirty (30) days' advance written notice to the other. On receiving notice of termination, Contractor shall consult with Mendocino County Tourism Commission on how to efficiently wind-up work on the Services which it is then providing to Mendocino County Tourism Commission and shall not proceed with any further work (other than limited wind-up activities) after such notice without specific written authorization from Mendocino County Tourism Commission. Notice of termination shall not affect Contractor's right to be otherwise paid for Services rendered prior to termination.

3. Compensation, Expense Reimbursement, and Invoicing

3.1 As full compensation for satisfactory performance of the Services, Client agrees to pay Coraggio an amount not to exceed the sum of \$32,000 for the Services, which excludes any expenses as outlined in Section 3.2.

3.2 Mendocino County Tourism Commission will reimburse Contractor for any reasonably necessary or ordinary out-of-pocket expenses incurred in performing Services for Mendocino County Tourism Commission at actual cost, including, but not limited to items such as long distance telephone, required travel (including airfare, hotel and per diem expenses) and print production expenses. Client may request an itemization of these expenses as needed.

3.3 During any calendar month during which Services were performed for Mendocino County Tourism Commission, Contractor will submit, within five (5) business days after the end of the calendar month, a proper itemized invoice to Mendocino County Tourism Commission Accounts Payable. This proper invoice must include a reasonably detailed description of the Services provided by Contractor and must reference the Contract Number of this Agreement. Mendocino County Tourism Commission will pay the proper invoice within thirty (30) business days after receipt.

4. Relationship of the Parties



4.1 Contractor is an independent contractor, and this Agreement is not intended to form a partnership or joint venture between the parties. Contractor and any person or entity performing services on Contractor's behalf, including but not limited to Contractor's employees, agents, affiliates, subsidiaries, and subcontractors (collectively "Contractor's Personnel") are and will be either independent contractors of Contractor or Contractor's employees, and are not employees or agents of Mendocino County Tourism Commission. Neither Contractor nor any of Contractor's Personnel are entitled to participate in any benefit program provided by Mendocino County Tourism Commission to its employees. Contractor is solely responsible for payment of compensation to Contractor's Personnel and will withhold and timely pay to appropriate authorities all taxes, contributions, and assessments imposed or required under all laws with respect to payments made to Contractor's Personnel.

4.2 During the term of this Agreement, Contractor will maintain any business registration or license required by law for Contractor to perform the Services specified in this Agreement as an independent contractor. At any time, upon request by Mendocino County Tourism Commission, Contractor will submit to Mendocino County Tourism Commission proof acceptable to Mendocino County Tourism Commission of such registration or license.

4.3 Contractor will abide by all reasonable instructions and directions issued by Mendocino County Tourism Commission and comply with Mendocino County Tourism Commission's safety or other policies applicable to third party contractors, as may be amended from time to time.

5. Rights to Intellectual Property

Mendocino County Tourism Commission shall be the exclusive owner of all rights, (including, without limitation, trademarks, copyright, patents, and other intellectual property rights) in all works Contractor or Contractor's Personnel prepares, develops, or makes (whether alone or jointly with others) while performing the Services ("Work Product"). Contractor hereby assigns to Mendocino County Tourism Commission all of Contractor's right, title, and interest in and to the Work Product, including without limitation the right to copyright the same in the United States of America and throughout the world. Without limitation, Mendocino County Tourism Commission shall have the exclusive right to publish, reproduce, make derivative works of, distribute, and display the Work Product. Contractor shall take all action reasonably requested by Mendocino County Tourism Commission to vest ownership of



the Work Product in Mendocino County Tourism Commission and to permit Mendocino County Tourism Commission to obtain copyright, trademark, patent, or similar protection in Mendocino County Tourism Commission's name.

6. Confidential Information

Contractor acknowledges and agrees that all Mendocino County Tourism Commission Confidential Information (as defined below) disclosed to Contractor or Contractor's Personnel is and will remain confidential and proprietary to the Mendocino County Tourism Commission. Contractor will exercise the highest degree of care to safeguard Confidential Information against loss, theft, or other inadvertent disclosure. Contractor agrees to not use any Confidential Information during the term of this Agreement or thereafter for any purpose other than as permitted or required for the performance by Contractor of its obligations under this Agreement. Contractor will not disclose or provide, or allow to be disclosed or provided, any Confidential Information to any third party, except as expressly authorized in this Agreement or by the Mendocino County Tourism Commission's General Counsel. Upon Mendocino County Tourism Commission request or upon expiration or termination of this Agreement for any reason, Contractor will within a reasonable time return or destroy, at the Mendocino County Tourism Commission's option, all of the Mendocino County Tourism Commission's Confidential Information, in any form whatsoever, in the Contractor's possession or under its control.

"Confidential Information" means any information that derives actual or potential economic value from not being generally known to, and not being readily ascertainable by proper means by, persons who can obtain economic value from its disclosure or use. Without limiting the generality of the foregoing, Confidential Information of Mendocino County Tourism Commission includes: any program participant information; or any other information which has been entrusted to Mendocino County Tourism Commission by third parties, which Contractor knows or should know is confidential.



7. Conflict of Interest Disclosure

Contractor will disclose all direct or indirect actual or potential conflicts of interest it may have with Mendocino County Tourism Commission to Mendocino County Tourism Commission Representative. "Direct or indirect actual or potential conflict of interest" is defined as any situation in which Contractor has or may be reasonably construed to have a direct or indirect personal or financial interest in any business affairs of Mendocino County Tourism Commission, whether (i) because of a proposed contract or transaction to which the Mendocino County Tourism Commission may be a party, in which Mendocino County Tourism Commission may be interested, or which is under consideration by Mendocino County Tourism Commission, or (ii) because such conflict is purely conceptual, because of similarity of business interests or affairs ("Conflict of Interest"). Contractor agrees to promptly inform the Mendocino County Tourism Commission Representative of any Conflict of Interest with Mendocino County Tourism Commission which becomes apparent during the term of this Agreement.

8. Hold Harmless and Indemnity

8.1 Contractor will indemnify, defend, and hold Mendocino County Tourism Commission and its directors, officers, employees, and agents harmless from any and all claims or liability (including without limitation any taxes, penalties, interest, costs, or attorney fees) asserted by any third party that results from or arises out of Contractor or Contractor's Personnel performing the Services under this Agreement.

8.2 Mendocino County Tourism Commission will indemnify, defend, and hold Contractor and its directors, officers, employees, and agents harmless from any and all claims or liability (including without limitation any taxes, penalties, interest, costs, or attorney fees) asserted by any third party that results from or arises out of Contractor or Contractor's Personnel performing the Services under this Agreement.

8.3 Contractor will indemnify, defend, and hold Mendocino County Tourism Commission and its directors, officers, employees, and agents harmless from and against any and all claims or liability (including without limitation any taxes, penalties, interest, costs, or attorney fees) resulting from an audit, inquiry, or claim from any local state, or federal taxing or other authority



resulting in a finding of any of the following:

(a) A failure to collect, withhold, or pay any federal, state, or local income taxes or social security contributions required to be withheld or otherwise paid from the fees paid to or earned by Contractor under this Agreement to any applicable local, state, or federal agency or taxing authority for Contractor; or

(b) A failure to pay or otherwise provide to Contractor's Personnel as part of or in addition to the fee for Services rendered under this Agreement any benefits, contributions, or conditions as may be required under any local, state, or federal law or regulation, including without limitation, unemployment insurance or workers' compensation insurance.

9. Limitation of Liability

Mendocino County Tourism Commission's liability to Contractor in connection with this Agreement shall be limited to the amounts owed Contractor by Mendocino County Tourism Commission on Contractor's invoices for Services performed. In no event will Mendocino County Tourism Commission be liable to Contractor for any other damages, whether characterized as general, special, direct, indirect, punitive, consequential, or otherwise.

10. Remedies

The parties acknowledge that a breach by Contractor of **Section 5** or **Section 6** of this Agreement will cause irreparable harm to Mendocino County Tourism Commission. If Contractor fails to abide by this Agreement, Mendocino County Tourism Commission will be entitled to specific performance, including immediate issuance of a temporary restraining order or preliminary injunction enforcing this Agreement, and to a judgment for damages caused by Contractor's breach, and to any other remedies provided by applicable law.

11. Insurance

11.1 Contractor will maintain adequate and reasonable liability insurance covering Contractor's performance under this Agreement. At any time, upon Mendocino County Tourism Commission's request, Contractor will submit to Mendocino County Tourism Commission proof acceptable to Mendocino County Tourism Commission of such insurance. Contractor will further notify



Mendocino County Tourism Commission immediately of any substantial modification or cancellation of such insurance. Contractor acknowledges that Mendocino County Tourism Commission will not provide insurance coverage for Contractor.

11.2 Contractor will maintain in force any workers' compensation and unemployment insurance required by law relating to Services performed under this Agreement and will at any time, upon request of Mendocino County Tourism Commission, provide to Mendocino County Tourism Commission proof acceptable to the Mendocino County Tourism Commission of such insurance. Contractor will further notify Mendocino County Tourism Commission immediately of any substantial modification or cancellation of such insurance.

12. General Provisions

12.1 Arbitration. Any disputes which may arise under this Agreement and which cannot be resolved by the parties through good faith negotiation will be, in order to ensure rapid and economical resolution, submitted to final and binding arbitration.

12.2 Counterparts. This Agreement may be executed in one or more counterparts, all of which taken together will constitute one and the same agreement.

12.3 Exhibits. The Exhibits referenced in this Agreement are a part of this Agreement as if fully set forth herein. In the event of any inconsistency between this Agreement and the Exhibits, this Agreement shall control.

12.4 Facsimile/Scanned Signatures. Facsimile or scanned transmission of any signed original document, and the retransmission of any such transmission, shall be the same as delivery of the original signed document. At the request of any party, a party shall confirm documents with a facsimile or scanned transmitted signature by providing an original document.

12.5 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the state of Oregon, without regard to any conflicts of laws rules thereof.

12.6 Headings. The headings in this Agreement are for reference only and shall not affect the meaning, construction, or interpretation of this Agreement.

12.7 Integration and Amendment. This Agreement supersedes all other agreements between the parties regarding the Services provided for by this Agreement and contains their entire understanding as to the subject matter of



this Agreement. This Agreement may not be amended or modified except by a written instrument duly executed by authorized representatives of the parties. This Agreement will not be varied, supplemented, qualified or interpreted by any prior course of dealing between the parties or by any usage of trade.

12.8 No Third Party Beneficiaries. This Agreement is made and entered into for the sole purpose and legal benefit of the parties, and no other person shall be a direct or indirect legal beneficiary of, or have any direct or indirect cause of action or claim in connection with, this Agreement.

12.9 Severability. If any provision of this Agreement or the application of any such provision to any party or circumstances shall be determined by any court of competent jurisdiction to be invalid, illegal or unenforceable to any extent, the remainder of this Agreement or such provision or the application of such provision to such party or circumstances, other than those to which it is so determined to be invalid, illegal or unenforceable, shall remain in full force and effect to the fullest extent permitted by law and shall not be affected thereby, unless such a construction would be unreasonable.

12.10 Non-Waiver. The failure or refusal of either party to enjoin any breach or violation of any provision of this Agreement will not be a waiver of, consent to, or excuse for any other, different or subsequent breach or violation.

12.11 Interpretation. This Agreement is the result of negotiations between the Parties and shall be deemed to be the product of each Party hereto, and there shall be no presumption that an ambiguity should be construed in favor of or against Mendocino County Tourism Commission or Contractor solely as a result of such Party's actual or alleged role in the drafting of this Agreement.

12.12 Attorneys Fees. In the event of any arbitration or litigation in connection with this Agreement, the prevailing party in such proceeding shall be entitled to recover from the other all its costs and expenses incurred, including reasonable attorney fees, both in trial court and appeal, and including any bankruptcy proceeding.

13. Notices

Notices required by this Agreement will be deemed effective (i) if delivered personally, on receipt, (ii) if mailed, three days after being mailed by U.S. certified mail, return receipt requested, and (iii) if sent by facsimile, on generation by the transmitting machine of a confirmation of both successful transmission and receipt, or (iv) if emailed, on confirmation of both successful



transmission and receipt. Notice will be given to the persons at the contact information listed below or to such other persons or contact information as may be designated by a party by notice pursuant to this provision.

If to Mendocino County Tourism
Commission:

Mendocino County Tourism
Commission
345 N. Franklin Street
Fort Bragg CA 95437

Attn: Brent Haugen

Phone: 707..964.9010

Email: brent@visitmendocino.com

If to Contractor:

Coraggio Group

2240 N. Interstate Ave., Ste 300

Portland, OR 97227

Attn: Trever Cartwright

Phone: (503) 493-1452

Fax: (503) 284-1311

Email: trever@coraggiogroup.com

14. Access to Records

Mendocino County Tourism Commission and its duly authorized representatives shall have access to the books, documents, papers, and records of Contractor which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts. Such books and records shall be maintained by Contractor for three (3) years from the date of the completion of the Services. Contractor is responsible for any audit discrepancies involving deviation from the terms of agreement and for any commitments or expenditures in excess of amounts authorized by Mendocino County Tourism Commission.

15. Survival

Upon termination or expiration of the term of this Agreement, the rights and obligations of the parties under this Agreement will end, and neither party will have any claim, including claim for termination damages, against the other; provided however, that the following obligations will survive termination of this Agreement: **Sections 5, 6, 8, 9, 10, 12, and 14** and any other provisions which by their nature extend beyond the term of this Agreement.



16. Other Agreements of Contractor

Contractor represents and warrants that this Agreement does not violate any agreement with any other person or entity.

17. Authority

Each of the individuals signing this Agreement represents and warrants that he or she has been properly authorized by the party for whom the individual is signing this Agreement to enter into this Agreement.

Mendocino County Tourism Commission:

CONTRACTOR:

Coraggio Group, Inc.

By: _____
Title: _____
Date: _____

By: _____
Title: _____
Date: _____



Exhibit A—Scope of Work



Visit Mendocino County Strategic Planning Proposal

September 7, 2016
Submitted by Coraggio Group
503.493.1452 | coraggiogroup.com



coraggiogroup

Project Team



Matthew Landkamer
Principal

Matthew helps clients think through, better understand and then take action on their most important strategy, organizational change, and brand challenges. His art and design background, combined with hands-on business experience, allows him to bring a unique balance of creative design thinking and strategic rigor to each of his client engagements. He is a skilled facilitator and problem solver with an impressive ability to start the conversations that need to be had inside organizations, and among organizational leaders—the kind of conversations that lead to valuable insights, bold thinking and needed results.

Matthew has spent 18 years leading marketing and strategy initiatives for organizations of all sizes from large companies to small, entrepreneurial ventures. Before joining Coraggio, he was a leader of the marketing group at a Seattle-based global architecture firm, where he also helped lead strategy for that firm's Planning and Urban Design practice.

Matthew holds a Bachelor of Arts degree from Nebraska Wesleyan University. He is certified in the Prosci® Change Management methodology, and has completed training in Public Interest Design through the Social, Economic, and Environmental Design (SEED) Network



Craig Trames
Principal

Craig is an engaging and insightful facilitator of strategy, brand, sales, marketing and innovation. He has an impressive and effective way of making sure the right conversations—the real conversations that need to be had—are front and center and that client teams are able to work together to mobilize around new opportunities and to find the right solutions to mission-critical challenges.

Craig has worked with a wide range of clients including adidas, Portland Fire and Rescue, Tillamook Creamery, NBC Universal Studios Hollywood, New Seasons Market, and a number of Travel & Tourism organizations such as San Francisco, Beverly Hills, Santa Monica and Santa Barbara.

Over the past 30 years, Craig has taken on a wide range of leadership roles with an emphasis on marketing, sales and product development, 11 years of which were spent at Nike. Afterward, Craig served as CEO of Pacific Crest Outward Bound School. Craig is proud to have been a senior consultant with Coraggio since 2006

Overview of our approach to strategy development

Anyone who has participated in a strategic planning initiative in the past may view subsequent similar initiatives with a bit of trepidation. With so many different ways of arriving at the end product, we've worked hard to make the process of getting to the end goal a little less painful and a lot more interesting and engaging—and maybe we can even have some fun along the way.

The key deliverable for this project is a Strategic Plan aimed at achieving defined and measurable goals that will add to the economic and cultural vibrancy of the area. The graphic below provides a high-level view of Coraggio's framework for Strategic Planning:



Scope of Work

Designing an effective strategic planning process is complex work. Coraggio Group proposes a straightforward, three-phase framework to **Get Clear**, **Get Focused**, and **Get Moving** on your strategic plan. Below, we have identified the general components of our approach including deliverables for each stage. We would expect to fully scope our work with you once we begin the engagement and have the opportunity to fully understand your needs.



Phase One: **Get Clear**



Immersion Work via telephone interviews and data review

Assessing your current state of tourism, the capacity for tourism development and readiness for bridging the gap from its current state to the possible future will help us to align strategic decisions with the reality of its capacity to deliver. We will seek the answer to these and other critical strategic questions: How do key stakeholders view the long-term strategic direction? What do these stakeholders need most from the Strategic Plan?

Understanding the needs, expectations, opinions and insights of a few key stakeholders is critical input to developing the strategic plan and making informed business decisions. We will perform up to twenty (20) telephone interviews, individually or in pairs, of your stakeholders. Examples might include: hotel management, local TBID representatives, Chamber leadership, elected officials, key customers, etc. In addition, we propose a simple stakeholder survey be developed that will give Coraggio a broader view into your challenges and opportunities before we join you for the strategic planning workshops.

To the degree that existing documentation exists that would inform our process, we would request access to that information at this stage, as well.

Phase Two: Get Focused



1. Three-Year Plan Development Workshops

As the saying goes, “If we don’t know where we’re going any road will take us there.” Having a smart, targeted plan and a clear path for executing the plan is key.

We will work with you to design three very focused, high-energy workshops with your strategic planning team. Each of these workshops would be distributed over two days, with an afternoon session on the first day and a morning session on the second day. We would also schedule a one-hour meeting at the end of the second day’s meeting to brief the Board’s Strategic Planning Subcommittee on our progress.

Workshop One

In the first workshop, we would focus on the part of the plan we call “Strategic Clarity”. This is the high-level view of your strategy, and includes the following elements:

- **Vision**
What is the ideal future state we are trying to create?
- **Mission**
What is our purpose? What are we here to make happen?
- **Values**
What are the fundamental beliefs that shape how we work together and serve our mission?
- **Brand Intention**
What do we want to be known for? What is the enduring perception or emotion that describes the total experience of our organization?
- **Position**
What unique & sustainable value do we deliver, where do we deliver it, and for whom?

Workshop Two

In the second workshop, we would work with the team to define the “Focus” part of the plan, which includes these elements:

- **Strategic Imperatives**
What must be accomplished over the planning horizon?
- **Objectives**
How will we measure success?

Workshop Three

In the final workshop, we will work with your team to align on the “Action” part of the plan—the Initiatives that you will undertake within the planning horizon:

- **Initiatives**
What collective actions do we need to take, that are transformative in nature?

Phase Three: **Get Moving**



Having a compelling Plan and knowing how to communicate that Plan—both are essential for the success of the effort.

Deliverable: Final Strategic Plan documentation

Once we return from the workshops, we will take some time to collect everything the strategic planning team decided into one coherent document. We have a one-page Strategic Plan format that has proven very effective at helping participants and non-participants alike to understand the overview of the strategic plan, while also being able quickly reference the specifics. In this way, the final document acts as both a guide to working the plan, and as a tool for communicating it.

Project Cost

Our requested fee for this project is at a rate of \$32,000. This fee does not include costs related to travel, which will be billed at cost. Coraggio will invoice monthly as work is completed. All invoices are due net 30.

Estimated Timeline

January 2017: kickoff phone call, immersion telephone interviews, insight gathering at the Marketing, Sales & Communications Summit

January—February 2017: strategic planning workshops 1, 2, & 3

February—March 2017: development of final strategic plan documentation

March or April 2017: presentation of final strategic plan to the Board

No later than April 30, 2017: delivery of final Strategic Plan document