

November 11, 2021

Ms. Amy Smith
Superintendent, Hopkins County Schools
320 S Seminary St
Madisonville, KY 42431

Dear Ms. Smith,

Thank you for selecting RunSwitch. Following are the terms of our agreement (the "Agreement").

Terms

Beginning November 16, 2021, RunSwitch will provide Public Relations Services to Hopkins County Schools ("Client") as detailed in the attached Scope of Work. As compensation for our services, RunSwitch will be paid \$6,000.00 per month. Additional project services may be added on an agreed upon basis and will be priced based upon their scope of work.

Payment Terms

(a) RunSwitch will provide Client with an invoice, payable within thirty (30) days that includes our fee for staff services, third-party expenditures, travel/accommodation costs, and any other expenses incurred on your behalf. For ongoing clients, we invoice the first week of the month in which we provide services. For partial months of service, the invoice will be adjusted on a pro-rata basis.

(b) In the event payments due RunSwitch are not made within forty-five (45) days, RunSwitch will be entitled to charge Client a late penalty of one and a half percent (1½%) per month on any overdue and unpaid balance. Client agrees to reimburse RunSwitch for all expenses (including reasonable attorney's fees and disbursements) incurred in the collection of any overdue and unpaid invoices. Should RunSwitch choose, at its own discretion, to waive interest on any late payment, such an act is a "one time" occurrence and in no way alters or waives the terms of this Agreement and application of interest to prior or subsequent late payments.

(c) RunSwitch reserves the right to suspend or terminate all service to Client without liability resulting directly or indirectly from such suspension or termination, in the event that any undisputed invoice or any undisputed portion of any disputed invoice for staff time charges, third-party expenditures, travel/accommodation or out-of-pocket charges or costs remain unpaid forty-five (45) days from the date of invoice.

(d) Without limiting the foregoing, we reserve the right in the case of any delinquency of Client's payments or any impairment of Client's creditworthiness, to change the requirements as to the terms of payment under this Agreement.

Expenses

Client shall reimburse RunSwitch for reasonable expenses ("Reimbursable Expenses"), incurred in connection with the services rendered. Reimbursable Expenses include, but are not limited to, postage, delivery fees, photocopying, conference calls, subscriptions, DVDs or E-clips, parking, mileage and other similar items. Other Reimbursable Expenses include the actual, out-of-pocket costs incurred for coach air travel (when air travel is requested by the client), ground transportation, lodging, meals, tolls and parking.

We prefer that out-of-pocket expenses are direct billed to the client. Expenses that exceed \$500.00, such as printing, video or other creative services, event expenses, and equipment rental are subject to an additional fifteen percent (15%) handling fee if RunSwitch pays these charges on Client's behalf.

Media Buying

RunSwitch will produce for client approval a media plan with specific recommendations and negotiated rates. Upon client approval, RunSwitch will invoice Client monthly in advance of the media placement. If payment of media costs is not received by the due date, the media buy may be canceled for that month. Commissions generated by the purchase of advertising on behalf of clients remain with RunSwitch as our compensation for negotiating rates, trafficking ads and ensuring placements occur as negotiated with the media outlets.

Discounts, Credits and Best Rates

RunSwitch shall use its reasonable commercial efforts to obtain all prompt payment, volume, frequency and best rates from vendors and suppliers in its provision of services covered by this Agreement.

Confidentiality

RunSwitch acknowledges its responsibility, both during and after the term of this Agreement, to exercise reasonable care to preserve the confidentiality of any proprietary or confidential information or data developed by RunSwitch on behalf of Client in the course of its services, or disclosed by Client to RunSwitch. Our obligation shall not extend to: information that is in the public domain at the time of disclosure to RunSwitch or which enters the public domain through no fault of RunSwitch; information that is in the possession of RunSwitch or its employees at the time of disclosure to RunSwitch; information that RunSwitch, or its employees, receives from a third party under no obligation of confidentiality to Client; and information which is required to be disclosed pursuant to any court order or directive having the force of law such as a validly executed subpoena.

Indemnity

It is acknowledged that RunSwitch cannot undertake to verify facts supplied to it by Client, or factual matters included in material prepared by RunSwitch and approved by Client. Accordingly, to the extent permitted by Kentucky law, Client agrees to indemnify, defend and hold harmless RunSwitch and its officers, directors, employees, agents, affiliates, successors and permitted assigns (collectively, the "Indemnified Party") from and against any and all losses, claims, actions, damages, expenses (including reasonable attorney's fees) or liabilities of any kind which Indemnified Party may incur as a result of (i) any materials, releases, reports, information, instructions, directions, or requests supplied to Indemnified Party by, or on behalf of, Client, or prepared by Indemnified Party and approved by, or on behalf of, Client prior to dissemination, publication or broadcast, (ii) the failure of Client or its personnel to comply with any applicable federal, state or local laws, regulations or codes, or (iii) any action or omission of Client or its personnel in connection with the performance of its obligations under this Agreement, except to the extent directly attributable to RunSwitch's gross negligence or willful misconduct. To the extent permitted by Kentucky law, Client shall similarly indemnify, defend and hold Indemnified Party harmless in respect of any damages arising out of the nature or use of Client's products or services.

Ownership of Materials

(a) All materials submitted or developed by RunSwitch for Client and any other tangible work product produced by RunSwitch specifically on behalf of Client during the term of this Agreement (collectively, "Materials"), shall, as between RunSwitch and Client, be deemed Client's property exclusively (subject, however, to any licensed third party rights retained therein), provided that Client pays for such Materials.

All such Materials belonging to Client which are eligible for copyright protection in the United States or elsewhere shall be deemed works made for hire. If any such Materials are deemed for any reason not to be a work made for hire, RunSwitch, without further consideration, assigns all such rights, title and interest in the copyright of Materials to Client, and RunSwitch agrees, at the request and expense of Client, to execute and deliver such documents and instruments as shall be necessary to evidence Client's ownership and copyright interest therein.

(b) The foregoing clause (a) shall not apply to the extent that Materials or works created or prepared by RunSwitch on behalf of Client consist of material that was owned by, or licensed to, RunSwitch, prior to its execution of this Agreement and any computer software or elements thereof that may have been developed by RunSwitch in connection with its services hereunder, which shall remain RunSwitch's property.

Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky without regard to conflicts of laws of principles.

Dispute Resolution

If a dispute arises between the parties, each party agrees to negotiate – prior to initiating any form of legal proceeding - in good faith to reach a mutually agreeable solution. If after sixty (60) days the parties fail to reach a mutually agreeable resolution, the parties shall participate in non-binding mediation if requested by either party. Such mediation shall occur in Jefferson County, Kentucky before a single mediator agreed upon by the parties. The parties will share equally in the cost of the mediation.

Notwithstanding the foregoing, the parties may, after failing to reach a mutually agreeable resolution within such sixty (60) day period, pursue remedies available at law or equity and in accordance with the provisions of the Agreement. The parties agree that any legal proceeding shall be filed in Jefferson County, Kentucky, and the parties agree to that venue.

Duration

(a) RunSwitch's appointment under this Agreement shall be effective upon receipt of this contract and continue thereafter until terminated by either party upon not less than thirty (30) days written notice to the other.

(b) The rights, duties and responsibilities of RunSwitch and Client shall continue through the thirty (30) day notice period, including RunSwitch's right to receive our fee compensation (if any) for each calendar month (or pro-rata portion thereof for any partial calendar month) occurring during said period.

(c) Upon termination of this Agreement, provided that there is no outstanding indebtedness then owing by Client to RunSwitch, RunSwitch shall transfer, assign and make available to Client all property and materials in its possession or control belonging to Client. Client will assume RunSwitch's liability under and indemnify, defend and hold harmless RunSwitch with respect to all outstanding contracts and authorized commitments made on Client's behalf.

Entire Agreement

The terms and conditions contained in this Agreement, along with the scope of representation attached hereto, supersede all prior oral or written understandings between the parties, and constitute the entire agreement between them concerning the subject matter of this Agreement. This Agreement shall not be modified or amended except by a writing signed by the party to be charged.

If you agree with the above, kindly sign both copies of this letter in the space below and return an original to me. Thank you for selecting RunSwitch. We look forward to working with you.

Sincerely,



J. Scott Jennings, Partner
RunSwitch, LLC

Seen and Agreed to By *(please print name and sign, followed by Title)*

(Name, Title – Print and Sign)

(Date)

ATTACHMENT A: SCOPE OF WORK

RunSwitch PR will provide the following services for the monthly retainer of \$6,000:

Strategic Branding and Positioning

- *Provide strategic communications guidance to district leadership throughout the improvement process, to include LPC meetings, public meetings, and Hopkins County School Board meetings.*
 - **NOTE: Scott Jennings will attend key meetings at the client's request.*
- *Assist the district in producing public forums that may be necessary.*
- *Produce one-pager and other materials to communicate Hopkins County Schools' plans to the community.*
- *Craft an elevator speech and talking points for district officials for discussing needed school improvements.*
- *Prepare presentations for use at various meetings and briefings.*
- *Generate editorial content to be shared via district and school newsletters, local media, direct mail, etc.*
- *Create regular social media content to engage and inform key audiences.*

Media and Public Engagement

- *Build comprehensive messaging and marketing project timelines.*
- *Provide strategic guidance on press matters and assist district leadership in engaging with media.*
- *Media train key district officials who may interact with the press or present at public meetings.*
- *Should the need for a paid media campaign arise, we are ready to execute with full in-house capabilities (could be highly targeted digital engagement or direct mail, for instance).*

Crisis Communications Support

- *Ongoing strategic communications counsel.*
- *Rapid fire "war room" response to quickly handle issues and problems.*
- *Draft statements as needed to respond to public concerns.*
- *Preparing district officials to answer questions at public meetings.*
- *Media monitoring (social and traditional).*

Finding and Building Third Party Champions for Hopkins County Schools

- *As the district makes decisions on its Improvement Process and Plan, we will facilitate the ability for school supporters to ensure their voices are heard throughout the community.*

Your account contacts will be:

Kirk Hilbrecht, Vice President and Project Manager: (502) 592-9267, kirk@runswitchpr.com

Scott Jennings, Partner and Project Strategist: (502) 649-3425, scott@runswitchpr.com

Kaylee Price: Senior Vice President and Project Strategist: (832) 878-2904, kaylee@runswitchpr.com