

## **Letter of Agreement for Public Relations Services**

This letter describes terms under which MTK Communications (Consultant) will provide public relations services to the Sequoia Healthcare District (Client), and serves as the contract between the two parties.

### **Purpose**

The purpose of this agreement is to provide Client and its Board of Directors and staff with professional expertise that will enable Client to communicate effectively with the public through news and other media.

### **Services**

Consultant will provide to Client public relations counsel and services as an independent contractor and not as an employee or agent of the Client, as follows:

#### **Meeting and Counsel**

Consultant will be available and will make reasonable efforts to attend all Client business functions related to the purpose of this agreement and to be available in person, by telephone and email during normal business hours. Consultant will provide advice and counsel as required. Counsel may include recommendations to responsible Client staff and representatives as to channels and methods of communication.

#### **Writing**

Consultant will write press releases and other communications for public distribution, as directed. Planning, research, strategic goal setting, branding maintenance, draft and revision are included.

#### **Distribution**

Media distribution lists, whether by mail or electronic means, and research required to establish and maintain effective distribution.

#### **Media Contact**

Consultant to establish and maintain effective contact with media representatives.

#### **Ordinary Expenses**

Typical and ordinary expenses, such as local travel and normal office expenses, are included.

### **Services Not Covered**

Payment to vendors, subcontractors and outside services necessary to but tangential to discharge of this agreement between Consultant and Client are not covered by this agreement.

### **Fees and Billing**

Client will be retained for public relations consulting services, as above, by a monthly payment of \$4200.00. Payment shall commence on agreement; subsequent PAYMENTS shall be made in the amount of \$4,200.00 on the monthly anniversary date of agreement. Invoicing for services not covered by this agreement may be made as Consultant is billed for such services.

### **Terms**

This agreement is effective as of September 3, 2008 for a term of one year from signing. This agreement may be terminated without cause by either party upon 30-day written notice. If this agreement is terminated prior to the end of that period, Client agrees to pay all obligations then due and payable made by Consultant on Client's behalf. No rights or liabilities shall arise with relationship to unfinished work, regardless of any plans that may have been made for future services.


The agreement will be governed by the laws of the State of California. Any litigation between the two parties related to this agreement shall be exclusively determined by the county or state courts with jurisdiction in San Mateo County, California, and MTK Communications irrevocably consents to the jurisdiction of such courts. The prevailing party in any such litigation shall be entitled to an award of reasonable attorney's fees and costs.

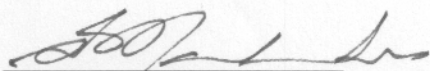
This agreement supersedes any agreements, either oral or written, between the parties hereto, and contains all the covenants and agreements between the parties hereto. Any modification of this agreement will be effective only if it is in writing by the parties to be charged. This agreement is executed in Belmont, California, on the day and year mentioned above.

### **Confidentiality**

MTK Communications agrees not to disseminate or use for its own purpose, either during or after the termination of the contract, any confidential information imparted by Client. MTK Communications agrees to use reasonable controls to restrict dissemination of such information. MTK Communications understands that all information Client provides shall be considered sensitive and confidential unless expressly declared otherwise.

By:

  
Don Shoecraft  
Owner  
MTK Communications

  
Dev Mahadevan  
Interim Executive Director  
Sequoia Healthcare District  
9/9/08