

## PROFESSIONAL SERVICE AGREEMENT NO. 5954

### CITYWIDE MARKETING & COMMUNICATION CAMPAIGN SERVICES

THIS **Citywide Marketing & Communication Campaign Services Agreement** ("Agreement") is entered into by and between the City of Corpus Christi, a Texas home-rule municipal corporation ("City") and Morehead Dotts Rybak, Inc., aka MDR Advertising ("Consultant"), effective upon execution by the City Manager or the City Manager's designee ("City Manager").

WHEREAS, Consultant has agreed to provide professional consulting services for marketing and communication campaign service options for the City; and,

NOW, THEREFORE, City and Consultant agree as follows:

- 1. Scope.** Consultant shall provide marketing and communication campaign services in accordance with the attached Scope of Work, as shown in Attachment A, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety.
- 2. Term.** The term of this Agreement is for one year. The parties may mutually extend the term of this Agreement, up to two additional one-year periods ("Option Period(s)"), provided, the parties do so in writing prior to the expiration of the original term or the then-current Option Period.
- 3. Compensation and Payment.** This Agreement is for an amount not to exceed \$960,000.00, subject to approved extensions and/or changes. Payment will be made for Services completed and accepted by the City within 30 days of acceptance, subject to receipt of an acceptable invoice. All pricing must be in accordance with the attached Pricing Schedule, as shown in Attachment B, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety. Invoices must be mailed to the following address, with a copy provided to the Contract Administrator:

City of Corpus Christi  
Attn: Accounts Payable  
P. O. Box 9277  
Corpus Christi, TX 78469-9277

- 4. Contract Administrator.** The Contract Administrator designated by the City is responsible for approval of all phases of performance and operations under this Agreement, including deductions for non-performance and authorizations for

payment. The City's Contract Administrator for this Agreement is:

Cecilia Orozco, Assistant Director of Communication  
Communication Department  
361-826-3632  
[CeciliaO@cctexas.com](mailto:CeciliaO@cctexas.com)

**5. Insurance; License.**

(A) Reserved; not applicable.

(B) Prior to beginning work, Consultant must provide evidence to the Contract Administrator of any valid professional license necessary for the performance of the work under this Agreement.

**6. Standard of Care.** Consultant warrants that all Services shall be performed in accordance with the standard of care used by similarly situated Consultants performing similar services under the same classification or type of professional license.

**7. Non-Appropriation.** The continuation of this Agreement after the close of any fiscal year of the City, which fiscal year ends on September 30<sup>th</sup> annually, is subject to appropriations and budget approval specifically covering this Agreement as an expenditure in said budget, and it is within the sole discretion of the City's City Council to determine whether or not to fund this Agreement. The City does not represent that this budget item will be adopted, as said determination is within the City Council's sole discretion when adopting each budget.

**8. Independent Contractor.**

(A) In performing this Agreement, both the City and Consultant shall act in an individual capacity and not as agents, representatives, employees, employers, partners, joint venturers, or associates of one another. Consultant shall perform all professional services as an independent contractor and shall furnish such Services in his/her/their own manner and method, and under no circumstance or condition shall an employee, agent, or representative of either party be considered or construed to be an employee, agent, or representative of the other party.

(B) As an independent contractor, no workers' compensation insurance shall be obtained by the City covering the Consultant and employees of the Consultant. The Consultant shall comply with any and all workers' compensation laws pertaining to the Consultant and employees of the Consultant.

**9. Subcontractors.** Consultant may not use subcontractors in connection with the work performed under this Agreement.

10. **Amendments.** This Agreement may be amended or modified only in writing executed by authorized representatives of both parties.
11. **Waiver.** No waiver by either party of any breach of any term or condition of this Agreement waives any subsequent breach of the same.
12. **Taxes.** The Consultant covenants to pay payroll taxes, Medicare taxes, FICA taxes, unemployment taxes and all other applicable taxes. Upon request, the City Manager shall be provided proof of payment of these taxes within 15 days of such request.
13. **Notice.** Any notice required under this Agreement must be given by fax, hand delivery, or certified mail, postage prepaid, and is deemed received on the day faxed or hand-delivered or on the third day after postmark if sent by certified mail. Notice must be sent as follows:

**IF TO CITY:**

City of Corpus Christi  
Attn: Cecilia Orozco, Assistant Director of Communication  
1201 Leopard Street  
Corpus Christi, TX 78401  
Fax: (361) 826-3200

**IF TO CONSULTANT:**

MDR Advertising  
Attn: Sherry Robeson, Sr. Director – Marketing & Development  
418 Peoples Street, Ste. 400  
Corpus Christi, TX 78401  
Fax: N/A

14. ***Consultant shall fully indemnify, hold harmless, and defend the City of Corpus Christi and its officers, employees, and agents (“Indemnitees”) from and against any and all liability, loss, claims, demands, suits, and causes of action of whatever nature, character, or description on account of personal injuries, property loss, or damage, or any other kind of injury, loss, or damage, including all expenses of litigation, court costs, reasonable attorneys’ fees and expert witness fees, which results from a negligent act or omission of the Consultant or its employees or agents. Consultant must, at its own expense, investigate all claims and demands, attend to their settlement or other disposition, defend all actions based thereon with counsel satisfactory to the City Attorney, and pay all reasonable charges of attorneys and all other costs and expenses of any kind arising or resulting from any said***

**liability, damage, loss, claims, demands, suits, or actions. The indemnification obligations of Consultant under this section shall survive the expiration or earlier termination of this Agreement.**

**15. Termination.**

(A) Termination for Cause. The City Manager may terminate this Agreement for Consultant's failure to perform the work specified in this Agreement or to keep any required insurance policies in force during the entire term of this Agreement. The Contract Administrator must give the Consultant written notice of the breach and set out a reasonable opportunity to cure. If the Consultant has not cured within the cure period, the City Manager may terminate this Agreement immediately thereafter.

(B) Termination for Convenience. Alternatively, the City Manager may terminate this Agreement for convenience upon 30 days advance written notice to the Consultant. The City Manager may also terminate this Agreement upon 24 hours written notice to the Consultant for failure to pay or provide proof of payment of taxes as set out in this Agreement.

**16. Assignment.** No assignment of this Agreement by the Consultant, or of any right or interest contained herein, is effective unless the City Manager first gives written consent to such assignment. The performance of this Agreement by the Consultant is of the essence of this Agreement, and the City Manager's right to withhold consent to such assignment is within the sole discretion of the City Manager on any ground whatsoever.

**17. Severability.** Each provision of this Agreement is considered to be severable and, if, for any reason, any provision or part of this Agreement is determined to be invalid and contrary to applicable law, such invalidity shall not impair the operation of nor affect those portions of this Agreement that are valid, but this Agreement shall be construed and enforced in all respects as if the invalid or unenforceable provision or part had been omitted.

**18. Order of Precedence.** In the event of any conflicts or inconsistencies between this Agreement, its attachments, and exhibits, such conflicts and inconsistencies will be resolved by reference to the documents in the following order of priority:

- A. this Agreement (excluding all attachments and exhibits);
- B. its attachments; then,
- C. its exhibits, if any.

**19. Certificate of Interested Parties.** Consultant agrees to comply with Texas Government Code Section 2252.908, as it may be amended, and to complete Form 1295 "Certificate of Interested Parties" as part of this Agreement, if required to do so by law.

- 20. Governing Law.** This Agreement is subject to all federal, State, and local laws, rules, and regulations. The applicable law for any legal disputes arising out of this Agreement is the law of the State of Texas, and such form and venue for such disputes is the appropriate district or county court in and for Nueces County, Texas.
- 21. Entire Agreement.** This Agreement constitutes the entire agreement between the parties concerning the subject matter of this Agreement and supersedes all prior negotiations, arrangements, agreements and understandings, either oral or written, between the parties

**(SIGNATURE PAGE FOLLOWS)**



## ATTACHMENT A: SCOPE OF WORK

As **Agency of Record (AOR)** during this period, MDR will provide access to an assigned specialized account team for the ongoing informed consultation and strategy development of stated marketing initiatives and campaigns. The purpose of this service agreement is to help direct and execute best-in-class marketing communications for the City of Corpus Christi that is on brand, on target and on budget. Your assigned team can also help field and manage related incoming marketing requests and help respond to unforeseen instances that present marketing opportunities. Based on what is known today, we anticipate the following general timeline and breakdown of professional services:

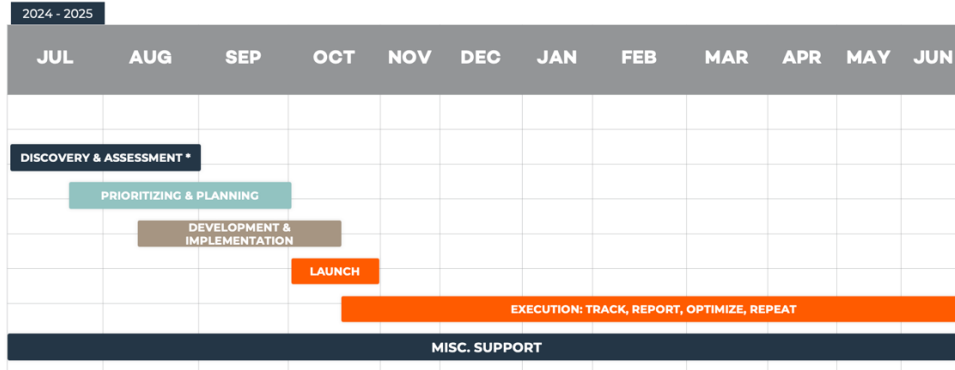
**Account Management & Professional Consulting Services - 60%**

- Covers time and resources needed for informed consult,
- research planning and strategy development.

**Creative Services & Marketing Message Development - 40%**

- Covers time for creative ideation and execution on ongoing projects.

**Planning Timeline -**



**Estimates for Required Campaign Support:**

- **Paid Media & Production Allowance (\$750,000.00)**
  - o MDR receives commission on media placements received through gross billing. This covers the expert strategic planning and negotiation for building, buying, and optimizing media buys across digital and traditional media landscapes and marketing environments.
  - o Audio and Video Production services and materials needed to implement creative campaigns will also be funded through this budget.

**ATTACHMENT B: PRICING FORM**

# **COST & BUDGET**

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## **Consult, Planning, Strategy Development & Implementation**

Researching, developing and implementing of internal and external marketing communications strategy, messaging and creative campaigns for key initiatives and programs that will help garner positive public sentiment for projects and endeavors the city has determined it supports.

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**MDR PROFESSIONAL SERVICES FEE** **\$ 210,000.00\***

**MEDIA ALLOWANCE** **\$ 750,000.00\*\***  
(Content Production/Purchase of Paid Media)

**TOTAL** **\$ 960,000.00**

\*The MDR services contract amount includes job costs for research and will be billed in equal monthly installments (\$17,500.00 each) during the 12-month agreement period. Above pricing reflects estimated costs based on available budget and known factors on timing and talent requirements. Client will be alerted if a request falls outside of established scope of work so that additional prioritized support outside of this agreement can be quoted and coordinated as needed.

\*\*See billing details for media and production charges tied to this Agreement outlined under Terms & Conditions. As your Agency of Record **Authorization to Buy (ATB)** or **Production Purchase Approval (PPA)** forms will be created and executed by both parties and attached to this Agreement when these purchases are made to implement against approved plans. These budgeted charges bill separately from professional services and will not exceed the total budget allowed.