



PROFESSIONAL SERVICE AGREEMENT NO. 5653

Air Service Development Consulting

THIS **Air Service Development Consulting Agreement** ("Agreement") is entered into by and between the City of Corpus Christi, a Texas home-rule municipal corporation ("City") and InterVISTAS Consulting USA, LLC ("Consultant"), effective upon execution by the City Manager or the City Manager's designee ("City Manager").

WHEREAS, Consultant has agreed to provide air service development consulting including data collection and analysis, airline communications and relations, meeting and conference assistance, and other services for the Aviation Department at Corpus Christi International Airport.

NOW, THEREFORE, City and Consultant agree as follows:

- 1. Scope.** Consultant shall provide Air Service Development Consulting ("Services") in accordance with the attached Scope and Fees, 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.** This Agreement is for two years. The parties may mutually extend the term of this Agreement for 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 \$200,000.00 for the two-year period (with any Option Period at one-half the amount), provided, however, that not more than \$100,000.00 in expenses may be incurred within each 12-month period (and one-half this amount in any Option Period), subject to approved extensions and 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 Attachment A. Any amount not expended during the initial term or any option period may, at the City's discretion, be allocated for use in the next option period. 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 as follows:

Tyler Miller, Deputy Director
Aviation Department
Phone: 361-826-1777
Email: tylerm@cctexas.com

5. **Insurance; Bonds; License.**

(A) Before performance can begin under this Agreement, the Consultant must deliver a certificate of insurance ("COI"), as proof of the required insurance coverages, to the City's Risk Manager and the Contract Administrator. Additionally, the COI must state that the City will be given at least 30 days' advance written notice of cancellation, material change in coverage, or intent not to renew any of the policies. The City must be named as an additional insured. The City Attorney must be given copies of all insurance policies within 10 days of the City Manager's written request. Insurance requirements are as stated in Attachment B, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety.

(B) In the event that a payment bond, a performance bond, or both, are required of the Consultant to be provided to the City under this Agreement before performance can commence, the terms, conditions, and amounts required in the bonds and appropriate surety information are as included in the RFB/RFP or as may be added to Attachment C, and such content is incorporated here in this Agreement by reference as if each bond's terms, conditions, and amounts were fully set out here in its entirety.

(C) Prior to beginning work, Consultant must provide evidence 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 professional license. Additionally, Consultant shall ensure its performance complies at all times with the attached federal requirements, as shown in Attachment B, the content of which is incorporated by reference as if fully set out here in its entirety.

7. **Non-Appropriation.** The continuation of this Agreement after the close of any fiscal year of the City, which fiscal year ends on September 30th 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; Release.

(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 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 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 use subcontractors in connection with the work performed under this Agreement. When using subcontractors, however, the Consultant must obtain prior written approval from the Contract Administrator unless the subcontractors were named in the bid or proposal or in an Attachment to this Agreement, as applicable. In using subcontractors, the Consultant is responsible for all their acts and omissions to the same extent as if the subcontractor and its employees were employees of the Consultant. All requirements set forth as part of the Agreement, including the necessity of providing a COI in advance to the City, are applicable to all subcontractors and their employees to the same extent as if the Consultant and its employees had performed the work. The City may, at the City's sole discretion, choose not to accept Services performed by a subcontractor that was not approved in accordance with the paragraph.
- 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
Corpus Christi International Airport
Attn: Tyler Miller, Deputy Director of Aviation
1000 International Dr.
Corpus Christi, TX 78406

IF TO CONSULTANT:

InterVISTAS Consulting USA, LLC
Attn: Daniel K. Skwarek
1701 Rhode Island Ave. NW
Washington, D.C. 20036

14. Consultant shall fully indemnify and hold harmless 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 reasonable expenses of litigation, court costs, attorneys’ fees and expert witness fees, which arise or are claimed to arise out of or in connection with a breach of this Agreement or the performance of this Agreement by the Consultant or results from the negligent act, omission, misconduct, or fault 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) 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) 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, county, or justice 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

Attachment A: Scope and Fees

1.1 Scope of Work

The scope of work may be tasked with one or more of the following, with each task being subject to an estimate provided and approved in advance containing the hours:

- A. Formalize and structure CCIA's existing air service initiatives into a comprehensive strategy including domestic and international destinations.
- B. Evaluate the market to determine which additional air service opportunities should be pursued and develop a detailed marketing analysis for presentation to airlines.
- C. Evaluate current and proposed airport incentives and compare with industry best practices, recent community success stories, and typical airline negotiations. Assist with the development and execution of air service incentives like waiver of fees, minimum revenue guarantees, or others.
- D. Assist airport staff to schedule and facilitate meetings with appropriate decision-makers with commercial air carriers to present CCIA's facts and supporting persuasive arguments for new or enhanced air service.
- E. Develop detailed, compelling written proposals and presentations for air carriers to be provided and/or presented in one-on-one meetings with air carriers.
- F. Provide analysis and reports in easy-to-use formats for airport staff to use in its monthly Airport Board meetings, quarterly Air Service Task Force meetings, and regular air service development or marketing work. These reports should focus on current air service data, leakage, performance at CCIA and comparable airports, load factors, and other important data.
- G. Assist staff in coordinating and preparing for industry meetings with current airline partners and prospects.
- H. Assist airport staff as needed with community outreach in support of air service initiatives, including attending and providing services at Air Service Task Force meetings.
- I. Support airport staff in the development of marketing reports and metrics including leakage, economic impact, etc.

J. Support airlines launch efforts with strategy development.

1.2 Special Instructions

In addition to the general requirements stated above, the project will have special emphasis on creating opportunities for CCIA airport personnel to meet with airline representatives. Showing a history of successfully building relationships between airports and airlines will be given special consideration, along with any history of site visits, headquarter meetings, C-level executive communications, or other meetings outside of the traditional air service development conference circuit.

1.3 Consulting Coordination

The Consultant will consult with the City of Corpus Christi, to include the Corpus Christi Air Service Task Force. The Task Force is a community organization tasked with assisting CCIA staff in enhancing air service through the administration and execution of air service incentives: fly local campaigns, and other initiatives.

1.4 Fees

Core Team Members	Hourly Rate
Levi Anstine (Project Manager)	\$265
Shawn Burke	\$225
Marcus Lam	\$325
Analytical Support	\$175
Other Staff (as required)	
CEO (Solomon Wong)	\$385
Executive Vice President	\$355
Senior Vice President	\$345
Vice President	\$325
Senior Director	\$275
Director	\$265
Senior Manager	\$235
Manager	\$225
Senior Consultant	\$215
Dashboards	
Monthly Fee	Monthly Rate \$985

Attachment B: Federal Requirements

E.1 GENERAL CIVIL RIGHTS PROVISIONS

The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

E.2 Compliance with Nondiscrimination Requirements:

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

E.3 Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).