



## SERVICE AGREEMENT NO. 92145

### Sprout Social Media Web Host Services

THIS **Sprout Social Media Web Host Services Agreement** ("Agreement") is entered into by and between the City of Corpus Christi, a Texas home-rule municipal corporation ("City") and Sprout Social, Inc. ("Contractor"), effective upon execution by the City Manager or the City Manager's designee ("City Manager").

WHEREAS, Contractor has bid to provide Sprout Social Media Web Host Services in response to Request for Bid/Proposal No. 92145 ("RFB/RFP"), which RFB/RFP includes the required scope of work and all specifications and which RFB/RFP and the Contractor's bid or proposal response and Contractor's terms and conditions found at [sproutsocial.com/terms](http://sproutsocial.com/terms) ("Sprout Social Terms") as modified by Attachment E, which is attached hereto and incorporated by reference, as applicable, are incorporated by reference in this Agreement as Exhibits 1 and 2, respectively, as if each were fully set out here in its entirety.

NOW, THEREFORE, City and Contractor agree as follows:

1. **Scope.** Contractor will provide Sprout Social Media Web Host ("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, and in accordance with Exhibit 2.
2. **Term.** This Agreement is for five years, with performance commencing upon the date of issuance of a notice to proceed from the Contract Administrator or the Contracts and Procurement Department, or the performance date listed in the notice to proceed, whichever is later. The parties may mutually extend the term of this Agreement for up to zero additional zero-year periods ("Option Period(s)"), provided, the parties do so by written amendment prior to the expiration of the original term or the then-current Option Period. The City's extension authorization must be executed by the City Manager or designee.
3. **Compensation and Payment.** This Agreement is for an amount not to exceed \$76,500.00, 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. Contractor shall invoice no more frequently than once per month. All pricing must be in accordance with the attached Bid/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. 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 will 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, Texas 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:

Name: Tracy Valdez  
Department: Communications Department  
Phone: 361-826-3125  
Email: TracyS@cctexas.com

5. **Insurance; Bonds.**

(A) Before performance can begin under this Agreement, the Contractor 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 C, 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 Contractor 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.

6. **Purchase Release Order.** For multiple-release purchases of Services to be provided by the Contractor over a period of time, the City will exercise its right to specify time, place and quantity of Services to be delivered in the following manner: any City department or division may send to Contractor a purchase release order signed by an authorized agent of the department or division. The

purchase release order must refer to this Agreement, and Services will not be rendered until the Contractor receives the signed purchase release order.

**7. Inspection and Acceptance.** City may inspect all Services and products supplied before acceptance, if applicable to the Services or products provided by Contractor. Any Services or products that are provided but not accepted by the City must be corrected or re-worked immediately at no charge to the City. If immediate correction or re-working at no charge cannot be made by the Contractor, a replacement service may be procured by the City on the open market and any costs incurred, including additional costs over the item's bid/proposal price, must be paid by the Contractor within 30 days of receipt of City's invoice.

**8. Warranty.**

(A) The Contractor warrants that all products supplied under this Agreement are new, quality items that are free from defects, fit for their intended purpose, and of good material and workmanship. The Contractor warrants that it has clear title to the products and that the products are free of liens or encumbrances.

(B) In addition, the products purchased under this Agreement shall be warranted by the Contractor or, if indicated in Attachment D by the manufacturer, for the period stated in Attachment D. Attachment D is attached to this Agreement and is incorporated by reference into this Agreement as if fully set out here in its entirety.

(C) Contractor warrants that all Services will be performed in accordance with the standard of care used by similarly situated contractors performing similar services.

**9. Quality/Quantity Adjustments.** Any Service quantities indicated on the Bid/Pricing Schedule are estimates only and do not obligate the City to order or accept more than the City's actual requirements nor do the estimates restrict the City from ordering less than its actual needs during the term of the Agreement and including any Option Period. Substitutions and deviations from the City's product requirements or specifications are prohibited without the prior written approval of the Contract Administrator.

**10. 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.

11. **Independent Contractor.** Contractor will perform the work required by this Agreement as an independent contractor and will furnish such Services in its own manner and method, and under no circumstances or conditions will any agent, servant or employee of the Contractor be considered an employee of the City.
12. **Subcontractors.** Contractor may use subcontractors in connection with the work performed under this Agreement. When using subcontractors, however, the Contractor must obtain prior written approval from the Contract Administrator unless the subcontractors were named in the bid or named at <https://sproutsocial.com/lps/subprocessor-gdpr-sprout/>. Approval of proposed subcontractors shall not be withheld unreasonably. In using subcontractors, the Contractor is responsible for all their acts and omissions to the same extent as if the subcontractor and its employees were employees of the Contractor. All requirements set forth as part of this 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 Contractor and its employees had performed the work.
13. **Amendments.** This Agreement may be amended or modified only in writing executed by authorized representatives of both parties.
14. **Waiver.** No waiver by either party of any breach of any term or condition of this Agreement waives any subsequent breach of the same.
15. **Taxes.** The Contractor 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.
16. **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: Tracy Valdez  
Title: Executive Assistant  
Address: 1201 Leopard St., Corpus Christi, TX 78401  
Phone: 361-826-3125  
Fax: N/A

**IF TO CONTRACTOR:**

Sprout Social, Inc.  
Attn: Chelsea Carpenter  
Title: Account Manager

Address: 131 S. Dearborn Street, Suite 700 , Chicago, IL 60603  
Phone: 773-341-4733  
Fax: N/A

- 17. SUBJECT TO THE LIMITATION OF LIABILITY OF THE SPROUT SOCIAL TERMS, CONTRACTOR 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, 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 CONTRACTOR OR RESULTS FROM THE NEGLIGENT ACT, OMISSION, MISCONDUCT, OR FAULT OF THE CONTRACTOR OR ITS EMPLOYEES OR AGENTS. CONTRACTOR 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 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 CONTRACTOR UNDER THIS SECTION SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT.**
- 18. Termination.** The City Manager may terminate this Agreement for Contractor's failure to comply with any of the terms of this Agreement. The Contract Administrator must give the Contractor written notice of the breach and set out a reasonable opportunity to cure. If the Contractor has not cured within the cure period, the City Manager may terminate this Agreement immediately thereafter.
- 19. Owner's Manual and Preventative Maintenance.** Contractor agrees to provide a copy of the owner's manual and/or preventative maintenance guidelines or instructions if available for any equipment purchased by the City pursuant to this Agreement. Contractor must provide such documentation upon delivery of such equipment and prior to receipt of the final payment by the City.
- 20. Limitation of Liability.** Each party's maximum liability under this Agreement is limited to the total amount of compensation listed in Section 3 of this Agreement.

In no event shall either party be liable for incidental, consequential or special damages.

21. **Assignment.** No assignment of this Agreement by the Contractor, 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 Contractor 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.
22. **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.
23. **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 attachments and exhibits);
  - B. its attachments (including Sprout Social Terms);
  - C. the bid solicitation document including any addenda (Exhibit 1); then,
  - D. the Contractor's bid response (Exhibit 2).
24. **Certificate of Interested Parties.** Contractor 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 by said statute.
25. **Governing Law.** The parties agree to remain silent on governing law.
26. **Public Information Act Requirements.** This paragraph applies only to agreements that have a stated expenditure of at least \$1,000,000 or that result in the expenditure of at least \$1,000,000 by the City. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the Contractor agrees that the contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.
27. **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.

**Sprout Social, Inc.**

DocuSigned by:  
Signature: Christine Lawther  
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Printed Name: Christine Lawther  
Title: Senior Manager, Customer Success  
Date: 2/3/2021

**CITY OF CORPUS CHRISTI**

Josh Chronley  
Interim Assistant Director, Contracts and Procurement

Date: \_\_\_\_\_

**APPROVED AS TO LEGAL FORM:**

\_\_\_\_\_  
Assistant City Attorney Date

**Attached and Incorporated by Reference:**

Attachment A: Scope of Work  
Attachment B: Bid/Pricing Schedule  
Attachment C: Insurance and Bond Requirements  
Attachment D: Warranty Requirements  
Attachment E: Addendum to Sprout Social Terms

**Incorporated by Reference Only:**

Exhibit 1: RFB/RFP No. 92145  
Exhibit 2: Contractor's Bid/Proposal Response

## **ATTACHMENT A: SCOPE OF WORK**

The Contractor shall provide a social media application of an integrated Social Media solution. This application will monitor all City social media channels and including at least 8 different platforms. The Contractor shall provide free unlimited reports and free archive which is required by State Law.



# Service Order



## Service Order Information

Agreement For City of Corpus Christi	Subscription Start Date February 27, 2021	Subscription End Date February 26, 2026
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## Billing Information

Billing Street 1201 Leopard St.	Billing Email murray@ccctexas.com	Net Terms Net 30
Billing City Corpus Christi	Billing State/Province TX	Billing Method Check
Billing Country	Billing Zip/Postal Code 78401	Billing Frequency Annual
	Tax Exemption ID(if applicable) 74-600574	Payment Portal Used?

Product	Quantity
Advanced Plan	1.00
Additional Users	9.00
Additional Profiles	40.00

Discount: 63.5%  
Total Investment (USD): \$76,500.00

# Service Order



Subscriber		Sprout Social, Inc.	
Name: <i>DeAnna McQueen</i>	Name: Christine Lawther		
Title: <i>Director</i>	Title: Senior Manager, Customer Success		
Signature: <i>[Handwritten Signature]</i>	Signature: <i>Christine Lawther</i>	DocuSigned by: C69521BF6D9149E...	
Date: <i>12/22/20</i>	Date: 2/3/2021		
VATNumber: (if applicable)			

## Special Contract Terms

This Service Order is executed between Sprout Social, Inc. ("Sprout Social") and the above named subscriber ("Subscriber"), and is governed by the terms and conditions of the Sprout Social, Inc. Terms of Service, which is available for review at [sproutsocial.com/terms/](https://sproutsocial.com/terms/) ("Agreement") and expressly incorporated by reference into this Service Order. The services described above may only be used by the Subscriber, and subject to the scope limitations set forth herein. Unless otherwise set forth above or in the Agreement, Sprout Social requires payment made in advance of the subscription period. Pro-rated refunds are not provided for early cancellation and Subscriber may not terminate prior to the end of the subscription term for convenience.

All payments required by this Service Order are exclusive of federal, state, local and foreign taxes, duties, tariffs, levies, withholdings and similar assessments (including without limitation, sales taxes, use taxes and value added taxes). Subscriber shall be responsible for the payment of all such charges (excluding taxes based upon Sprout Social's net income), which amount will be reflected on the invoice issued by Sprout Social. All amounts payable by Subscriber hereunder shall be grossed-up for any withholding taxes imposed by any foreign government on Subscriber's payment of such amounts to Sprout Social.

This Service Order, including any additional users, profiles, brand keywords, groups, mentions, topics, or any other add-ons, will automatically renew for additional periods equal to the length of the subscription term set forth above unless either party provides written notice to the other party at least 30 days prior to expiration. Subscriber must email its account manager or [successteam@sproutsocial.com](mailto:successteam@sproutsocial.com) to provide such notice.

Sprout Social may use Subscriber's name or logo on its website or in any promotional materials, press releases, investor materials, and other stockholder communications. Sprout Social will comply with any reasonable written logo guidelines provided by Subscriber in writing.

If Professional Services (as defined in the Agreement) are delivered to Subscriber in connection with the services described above or pursuant to a Statement of Work attached to this Service Order, Subscriber agrees that it will: (i) be available for discovery call if requested; (ii) cooperate in all matters relating to the Professional Services and appoint an employee or representative of Subscriber to serve as the primary contact who will have the authority to act on behalf of Subscriber with respect to the Professional Services; (iii) respond promptly to any request to provide direction, information, approvals, authorizations or decisions that are reasonably necessary for performance of the Professional Services; (iv) provide the information Sprout Social may reasonably request in order to carry out the Professional Services; and (v) if the Professional Services involve implementation of Listening Product, Subscriber will provide a full list of any needed keyword inclusions (branded hashtags or handles).

If Sprout Social's performance of its obligations under this Service Order or the Agreement are prevented or delayed by any act or omission of Subscriber or its agents, subcontractors, consultants or employees, Sprout Social will not be deemed in breach of its obligations under this Service Order or the Agreement or otherwise liable for any costs, charges or losses sustained or incurred by Subscriber, in each case, to the extent arising directly or indirectly from such prevention or delay.

Professional Services involving implementation and/or initial product training will be completed within four (4) weeks from the Subscription Start Date unless otherwise delayed by Subscriber. All one-time service hours within this Service Order are subject to expiration after ninety (90) days from the Subscription Start Date.

Should the Professional Services involve Sprout Social accessing Subscriber's account, as requested or approved by Subscriber, the parties agree that Subscriber acts as a controller of any personal data processed by Sprout Social in performance of the Professional Services. Such processing shall be subject to the data processing addendum found at <https://media.sproutsocial.com/uploads/Downloadable-Customer-DPA.pdf> and Sprout Social acts solely as a processor and processes personal data in accordance with Subscriber's instructions.

## **ATTACHMENT C: INSURANCE REQUIREMENTS**

No insurance or bonds are required, therefore, Service Agreement 92145, Section 5(A) and (B) are hereby void.

## **ATTACHMENT D: WARRANTY REQUIREMENTS**

No product warranty is required therefore, Service Agreement 92145, Section 8, Warranty Requirements subsections 8(A) and (B) are hereby void.

## Attachment E

### Addendum to Sprout Social Terms

This Addendum shall modify the Sprout Social Terms located at [sproutsocial.com/terms](https://sproutsocial.com/terms) and referenced in the Agreement between the City and the Contractor. To the extent that any of these terms are inconsistent with the terms of the Agreement, the terms in this addendum shall govern.

1. The following language is added to the end of **Section 9** of the Sprout Social terms: "Sprout Social acknowledges that You are a Texas governmental entity subject to the Texas Public Information Act (the "Act") and that You must comply with that Act. Should You receive a request for disclosure of Information pursuant to the Act, You will promptly provide Sprout Social with notice of such request so that Sprout Social may avail itself of any opportunities to establish reasons why the information should be withheld prior to disclosing such Confidential Information. The burden of establishing the applicability of exceptions to the disclosure of Confidential Information under the Act resides with Sprout Social. Should Sprout Social be unable to establish a valid exception from disclosure or exclusion from the Act, then You may release the information, solely to the extent necessary to comply with the Act."
2. **Section 16** of the Sprout Social Terms is deleted in its entirety. The City will have no obligation to indemnify the Contractor.
3. **Section 17.2** of the Sprout Social Terms is amended as follows: "**Monetary Cap on Liability.** UNDER NO CIRCUMSTANCES WILL THE AGGREGATE LIABILITY OF SPROUT SOCIAL AND OUR RESPECTIVE AFFILIATES ARISING OUT OF OR RELATED TO THESE TERMS (INCLUDING BUT NOT LIMITED TO WARRANTY CLAIMS), REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY, EXCEED THE TOTAL AMOUNT PAID BY YOU TO SPROUT SOCIAL UNDER THE ~~APPLICABLE PLAN DURING THE TWELVE MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM~~ AGREEMENT BETWEEN YOU AND SPROUT SOCIAL. THE FOREGOING LIMITATIONS WILL NOT IN ANY WAY LIMIT YOUR PAYMENT OBLIGATIONS UNDER SECTION 6 ABOVE. THE LIMITATION OF LIABILITY PROVIDED FOR HEREIN WILL APPLY IN AGGREGATE TO YOU AND YOUR AFFILIATES."
4. **Section 18.8** of the Sprout Social Terms is deleted in its entirety and replaced with the following language: "**18.8. Governing Law.** The parties agree to remain silent on governing law."
5. **Sections 18.9 and 18.10** of the Sprout Social Terms are hereby deleted in their entirety.
6. **Section 18.12** is hereby modified as follows: "**Entire Agreement.** Except for the written agreement between You and Sprout Social, any service order, these Terms are the final and complete expression of the agreement between these parties regarding your use of the Products and Application. These Terms supersede, and the terms of these Terms govern, all previous oral and written communications regarding these matters, all of which are merged into these Terms. Sprout Social will not be bound by, and specifically objects to, any term, condition, or other provision that is different from or in addition to these Terms (whether or not it would materially alter this agreement) that is proffered by you in any receipt, invoice, acceptance, purchase order, confirmation,

correspondence, or otherwise, regardless of Sprout Social's failure to object to such terms, provisions or conditions."

City of Corpus Christi

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

Sprout Social, Inc.

DocuSigned by:

Signature: Christine Lawther  
C69521BF6D9149E...

Print Name: Christine Lawther

Title: Senior Manager, Customer Success Date: 2/3/2021