AGREEMENT
FOR PROFESSIONAL CONSULTING SERVICES

THIS AGREEMENT, by and between the City of Joplin, Missouri, whose address is 602 S. Main, Joplin, Missouri 64801, hereinafter referred to as the "City" and Choice Marketing, hereinafter referred to as the "Consultant" is for professional services.

WHEREAS, the City desires to retain a professional marketing firm for consulting and marketing services for advertising relating to tourism marketing for the City of Joplin's Convention and Visitors Bureau; and

WHEREAS, Consultant desires to provide consulting and marketing services pursuant to the terms of this Agreement.

NOW THEREFORE WITNESSETH: That for and in consideration of the mutual covenants and promises between the parties hereto, the parties do hereby agree as follows:

ARTICLE I – SERVICES

1. The Consultant agrees to diligently perform in a professional and workmanlike manner the following services:

a. Request for Proposals for the CVB Media Buyer Contract dated August 9, 2017, attached hereto and incorporated herein by reference in its entirety as Attachment A. All covenants, conditions, specifications and terms contained in Attachment A are a part of this Agreement. Consultant's Proposal Letter dated August 2017, and Consultant's bid, respectively, are also attached hereto and incorporated herein as Attachment B. All covenants, conditions, specifications and terms contained in Attachment B are a part of this Agreement.

ARTICLE II - AGREEMENT SCOPE AND TIME

1. The time and scope of work under this Agreement is from the date of this Agreement through October 31, 2020, unless terminated earlier as provided herein.

ARTICLE III - GENERAL CONDITIONS

1. The Consultant shall observe and comply with all Federal, State and local laws and ordinances that affect those employed or engaged by it on the project, or the material or equipment used, or the conduct of the work, and shall procure all necessary licenses, permits and insurance.

2. The Consultant shall prosecute the work in a diligent manner.

3. This Agreement, including payment hereunder, shall not be sub-let, assigned or otherwise disposed of, except with the prior written consent of the City.

4. The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Consultant, any fee, commission, gift or contingent fee.

5. In performance of the work covered by this Agreement, the Consultant shall not discriminate against any worker because of race, creed, color, political affiliation, handicap or national origin.

6. Possession of working papers, project reports, drawings, specifications and other materials produced in connection with this Agreement shall be retained by the City for use only in the rehabilitation and preservation of those subject properties.

7. City shall have the right to make changes within the general scope of Consultant's services, with an appropriate change in compensation, upon execution of a mutually acceptable amendment or change order signed by an authorized representative of City and the President or Vice President of Consultant.

8. Consultant is an independent contractor and is not entitled to health insurance benefits, worker's compensation coverage, LAGERS, and Consultant agrees that it is not eligible for unemployment compensation nor will it file any such claim.

ARTICLE IV - RESPONSIBILITIES

The Consultant shall:

1. Provide a staff that is experienced in performing the work described in this Agreement.

2. Deliver in a timely manner all services specified in this Agreement.

3. Maintain the confidentiality of any information designated as confidential by the City of Joplin.

4. Consultant will exercise reasonable skill, care and diligence in the performance of its services and will carry out its responsibilities in accordance with customarily accepted professional standards.

Article V – COSTS AND PAYMENT

1. It is agreed by the Parties that the foregoing Scope of Services will be performed on a percentage basis, according to the following schedule:

    a. 12% of net expenditure per media buy.

2. No out-of-pocket expenses for travel, mileage, postage, printing, presentation materials, photography, and other related expenses will be reimbursed by the City, unless approved by the City in a signed writing. Total costs for the project shall not exceed 12% of net expenditure per media buy. For example, if the net media buy is $1,000, Consultant shall be paid a fee of $120. Consultant agrees that it has reviewed the scope of work and that it can provide the consulting services within this budget. Consultant shall provide the City a proposal that outlines the scope of work, deadlines, and shall submit a monthly invoice to City based on services rendered to date in accordance with the work schedule.

3. City will remit payment of said monthly invoice within 30 days.

ARTICLE VI - INDEMNIFICATION AND INSURANCE

1. The Consultant covenants and agrees to, and does hereby hold harmless and defend the City, its officers, agents and employees from and against any and all claims or suits for property loss or damage, and/or personal injury, including death, to any and all persons, of whatsoever kind or character, whether real or asserted, arising out of Consultant's negligence in the performance of services under this Agreement.

ARTICLE VII - MISCELLANEOUS

1. CHOICE OF LAW and VENUE. This Agreement has been made, and its validity, performance and effect shall be determined, in accordance with the laws of the State of Missouri and venue for litigation between the parties shall be solely and exclusively in Jasper County, Missouri, or the United States District Court for the Western District of Missouri.

2. HEADINGS. The headings of paragraphs in this Agreement are for convenience only. The headings form no part of this Agreement and shall not affect its interpretation.

3. ENTIRE AGREEMENT. This Agreement (including any Exhibits) contains the entire understanding of the parties with respect to the subject matter hereof. It may not be altered or amended except by an agreement in writing signed by both parties.

4. WAIVER OR BREACH. Waiver of any provision of this Agreement or breach of this Agreement shall not thereafter be deemed to be a consent by the waiving party to any further waiver, modification or breach by the other party, whether new or continuing, of the same or any other covenant, condition or provision of this Agreement. Failure by one of the parties to this Agreement to assert its rights for any breach of this Agreement shall not be deemed a waiver of such rights. Should City be required to institute legal action to enforce any of its rights set forth in this Agreement, then City shall be entitled to reimbursement for all reasonable attorneys' fees and costs incurred as determined by the Court in any such cause of action.

5. SEVERABILITY. If any of the provisions of this Agreement shall be construed to be invalid or illegal, the legality or validity of the other provisions of this Agreement shall not be effected thereby. Any illegal or invalid provision of this Agreement shall be severable and any other provisions shall remain in full force and effect.

6. BINDING EFFECT. The provisions herein shall operate as a covenant running with the land and shall bind both parties hereunto and their respective successors and assigns.

7. REPRESENTATIONS. The signatories hereto represent and warrant that they have read this Agreement, that they are fully authorized in the capacities shown, that they understand the terms of this Agreement, and that they are executing the same voluntarily and solely for the consideration described herein.

8. RIGHTS AND BENEFITS. Consultant's services will be performed solely for the benefit of the City and not for the benefit of any other persons or entities.

9. AUTHORITY TO BIND. Consultant shall provide City with a Declaration of LLC whereby the Managing Member of the LLC declares that the person signing this Agreement on behalf of the LLC has full authority to sign this Agreement and bind the LLC to the terms, covenants and conditions outlined herein.

10. TERMINATION. The City of Joplin may terminate this Agreement by giving sixty (60) days written notice to Consultant, or in the event that appropriations are not approved by the City Council for continuation of this Agreement.

ARTICLE VIII – AGREEMENT

1. This Agreement contains the complete and full understanding of the parties; it may be varied only by written amendment executed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date shown below.

FOR THE CONSULTANT

Choice Marketing

BY: _____

By: Karen Plott

Date: _____

FOR THE CITY OF JOPLIN

BY: _____

By: Sam Anselm

Interim City Manager

ATTEST: _____

City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards

City Attorney

Exhibit “A”

REQUEST FOR BID PROPOSALS