

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is entered into between The City of De Soto, Kansas (City) and [REDACTED] (Consultant) for the provision of Public Relations and Public Outreach services from Consultant to City.

In consideration of the promises contained in this Agreement, City and Consultant agree as follows:

ARTICLE 1 - TERM

Subject to a budgetary non-appropriation of funding for year 2023, the term of this Agreement shall commence on October 1, 2022 and end on December 31, 2023. Beginning two months prior to the end of The Agreement, Consultant shall initiate good faith negotiations with City for renewal of this Agreement on terms mutually agreeable to the parties. Such negotiations shall include an evaluation process by the City of Consultant's services for the term of the Agreement.

ARTICLE 2 - GOVERNING LAW

This Agreement shall be governed by the laws of the State of Kansas and any dispute hereunder, subject to Article 11, shall be resolved by the Johnson County District Court.

ARTICLE 3 - SCOPE OF SERVICES

Consultant shall provide the Services described in Attachment A, Scope of Work. For the items numbered 1-9 in Attachment A, commencement of work on those items shall be preceded by a Task Order submitted by Consultant for approval by the City Administrator and/or his designee. Said Task Orders shall be used to describe the parties' mutual agreement on the Scope of Services, schedule, compensation, and other particulars as stated therein. Each Task Order shall govern the parties' rights and obligations with respect to each assignment and will be deemed a supplement to this Agreement and, as such, all terms and conditions of the Task Order shall be incorporated into this Agreement.

Consultant shall designate appropriate staff (and/or staff from subcontractor [REDACTED]) to perform the Services described in Attachment A, Scope of Work. City reserves the right to request a specific staff person employed by Consultant to perform a particular task(s) or project(s) throughout the term of this Agreement.

ARTICLE 4 - COMPENSATION

Unless otherwise set forth in an approved Task Order, City shall pay Consultant for performing the Services described in Attachment A on a per hour basis at the rates and charges given below.

Consultant Principal Strategy/Execution	\$200
Consultant Project Manager	\$150
Consultant Associate	\$150

Consultant Designer/Multimedia	\$150
Subcontractor Principal	\$200
Subcontractor Mapping/Urban Planning	\$150
Subcontractor Housing Strategy/Planning	\$150
Subcontractor Strategic Planning/ Economic Development	\$200
Subcontractor Project Management	\$150
Copies and other out of pocket costs	Actual Cost

A monthly statement shall be submitted by Consultant itemizing the position, number of hours, services performed and other expenses for the work specifically requested by the City. The statement shall separately itemize expenses for Task Order services (Items 1-9 in Attachment A) and expenses for other consulting projects.

ARTICLE 5 - STANDARD OF CARE

The same degree of care, skill, and diligence shall be exercised in the performance of the Services as is ordinarily possessed and exercised by a member of the same profession, currently practicing, under similar circumstances. No other warranty, express or implied, is included in this Agreement or in any drawing, specification, report, opinion, or other instrument of service, in any form or media, produced in connection with the Services.

ARTICLE 6 - INDEMNIFICATION

Consultant agrees to indemnify and hold City harmless from and against legal liability for all judgments, losses, damages, and expenses to the extent such judgments, losses, damages, or expenses arise out of Consultant's negligent performance of the Services.

The terms and conditions of this Article shall survive completion of the Services, or any termination of this Agreement.

ARTICLE 7 - INSURANCE

During the performance of the Services under this Agreement, Consultant shall maintain the following insurance:

- General Liability Insurance, with a combined single limit of \$1,000,000 per occurrence and \$2,000,000 annual aggregate.
- Workers' Compensation Insurance in accordance with statutory requirements.
- Professional Liability Insurance, with a limit of

\$1,000,000 annual aggregate.

Consultant shall furnish City certificates showing the above insurance is in effect for the duration of this Agreement.

Consultant's insurance shall be primary and any insurance maintained by City shall be excess and not contribute with it.

ARTICLE 8 - OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

Except as otherwise provided herein, documents, drawings, and specifications prepared by Consultant and furnished to City as part of the Services shall become the property of City; provided, however, that Consultant shall have the unrestricted right to their use. Consultant shall retain its copyright and ownership rights in its design, drawing details, specifications, databases, computer software, and other proprietary property. Intellectual property developed, utilized, or modified in the performance of the Services shall remain the property of Consultant.

ARTICLE 9 - TERMINATION AND SUSPENSION

This Agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement; provided, however, the nonperforming party shall have 14 calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party.

City may terminate or suspend performance of this Agreement for City's convenience, and/or for a budgetary non-appropriation of funding, upon written notice to Consultant. Consultant shall terminate or suspend performance of the Services on a schedule acceptable to City, and City shall pay Consultant for all the Services already performed.

ARTICLE 10 - NOTICES

Any notice required by this Agreement shall be made in writing to the address specified below:

City:

The City of De Soto, Kansas
Attn: City Administrator
32905 W. 84th Street
De Soto, KS 66018

Consultant:



Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of City and Consultant.

ARTICLE 11 - DISPUTES

In the event of a dispute between City and Consultant arising out of or related to this Agreement, the aggrieved party shall notify the other party of the dispute within a reasonable time after such dispute arises. If the parties cannot thereafter resolve the dispute, each party shall nominate a senior officer of its management to meet to resolve the dispute by direct negotiation or mediation. Only after mediation and negotiation has failed, can either party pursue resolution of the dispute in Johnson County District Court.

During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations hereunder.

ARTICLE 12 - EQUAL EMPLOYMENT OPPORTUNITY

Consultant hereby affirms its support of affirmative action and that it abides by the provisions of the "Equal Opportunity Clause" of Section 202 of Executive Order 11246 and other applicable laws and regulations.

Consultant affirms its policy to recruit and hire employees without regard to race, age, color, religion, sex, sexual preference/orientation, marital status, citizen status, national origin or ancestry, presence of a disability or status as a Veteran of the Vietnam era or any other legally protected status. It is Consultant's policy to treat employees equally with respect to compensation, advancement, promotions, transfers and all other terms and conditions of employment.

ARTICLE 13 - WAIVER

A waiver by either City or Consultant of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

ARTICLE 14 - SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if it did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to

the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

ARTICLE 15 - INTEGRATION

This Agreement, including Attachment A incorporated by this reference, represents the entire and integrated agreement between City and Consultant. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Agreement.

ARTICLE 16 - SUCCESSORS AND ASSIGNS

To the fullest extent allowed by Kansas law, City and Consultant each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners, to the other party to this Agreement and to the successors, executors, administrators, permitted assigns, legal representatives, and partners of such other party in respect to all provisions of this Agreement.

ARTICLE 17 - ASSIGNMENT

Neither City nor Consultant shall assign any rights or duties under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld; provided, however, Consultant may assign its rights to payment without City's consent. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement. Nothing contained in this Article shall prevent Consultant from engaging independent consultants, associates, and subcontractors to assist in the performance of the Services.

ARTICLE 18 - NO THIRD PARTY RIGHTS

The Services provided for in this Agreement are for the sole use and benefit of City and Consultant. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than City and Consultant.

IN WITNESS WHEREOF, City and Consultant have executed this Agreement.

The City of De Soto, Kansas
(City)

Signature _____

Name Rick Walker

Title Mayor of De Soto

Date _____

(Consultant)

Signature 

Name _____

Title Principal

Date 10.10.22

ATTACHMENT A

Scope of Work

Communications, Engagement and Public Relations

Consultant will oversee and manage communications, engagement, and public relations efforts related to the increase in media and public interest related to the Panasonic Project and the development of the former Sunflower Army Ammunition Plant and surrounding areas. This effort is an important part of the City's Strategic Plan goals related to enhancing public communications, marketing the city, and advancing a positive image for De Soto within the region.

The Consultant will work with the Communications Director and report to the City Administrator. The contract will run through 2023 with the possibility of further extensions.

- The contract will require an average of 20 hours a week for Communications and Public Relations.
- The contract will require an average of 20 hours a week for Community Engagement through the end of 2022 (does not include EDC or Project Manager on-call hours). Additional scope items will be defined during the Community Engagement Strategy development for 2022 and 2023. A cost estimate will be provided once those items are identified and the City can issue a Work Order if in agreement to authorize the work.
- The Contract will be billed on an hourly not-to-exceed basis at the hourly rates identified in the schedule.

Communications & Public Relations

1. **Build communications infrastructure** for the City, which includes but is not limited to:

- Audit existing communication channels
 - Identify where residents currently get their information
 - Assess strength, reliability, value of various channels
- Identify different audiences and their needs
- Identify need for and build out new communications channels
 - How can we reach constituents who are not online or who do not speak English, for example?
 - Build out consistent, reliable source of information for residents related to plant
- Develop messaging strategy and editorial calendar
 - Identify key messages and event timeline; create editorial calendar to ensure consistent, aligned messaging
- Establish policies and protocols
 - Working with legal, develop robust social media policy for city and its employees
 - Identify communications' protocols – who speaks to the media and when; when do we share project information with residents; when do we respond to concerns; who reviews what documents and when.
- Identify tactics to support overall messaging strategy
 - Flyers, videos, QR codes, etc.
- Pulling together communications groups from different organizations
 - Establish a core project communications group: Panasonic, KDOT, County, JCCC, etc.
 - Host kick off meeting, establish protocols; host ongoing meetings as specified
- **Deliverables** for this task include the following:
 - Written framework for Social Media Policy
 - Integrated Communications Plan that addresses residents' needs for information related to the project. (Both the type of information and the channel.)
 - Editorial calendar that reflects project milestones
 - Charter for cross-functional communications group along with goals, objectives and meeting schedule

Hours 120 -150

\$24,000 - \$30,000

2. **Media training –**

- Conduct four sessions: one for staff, one for elected officials, one for EDC/Chamber, one for key advisory boards.
- In-depth sessions to include:
 - Identify and practice media strategies, bridging, etc.
 - Develop succinct descriptions/responses to core questions
 - Practice interviewing
 - Feedback follow up – in-depth written feedback after the session plus a media prep checklist to use for subsequent interviews.
- NOTE: This training will be helpful for talking with media, residents or other stakeholders.
- **Deliverables** for this task include the following:
 - Messaging strategy that distills information for residents
 - Hands-on media relations training

Hours 24 - 28
\$4,800 - \$5,600

3. **Build content strategy for Chamber/EDC**

- Audit existing collateral
 - How do Chamber/EDC currently communicate with key stakeholders
- Develop messaging strategy and editorial calendar
 - Embed Panasonic messaging into overall messaging strategy
 - Key messages the Chamber/EDC should use for all development projects moving forward
- Build out some collateral specific to the project (website/media kit/marketing collateral, video)
 - Includes writing, design, video
- **Deliverables** for this task include the following:
 - **Integrated marketing communications plan**
 - **Collateral to tell Chamber/EDC's story**

Hours 110 - 130
\$22,000 - \$26,000

4. **Ongoing support**

Monthly retainer to cover ongoing support including but not limited to:

- Fielding media calls; media triage
- Ongoing media preparation
- Writing/design/filming of content in support of overall strategy
- Serve as liaison between city communications department and other stakeholder communications groups
- Continually update key messaging
- Troubleshooting resident feedback
- Ongoing meetings
- Ongoing research

*Not to exceed 60 hours a month without amendment.

Expectation: 50 hours a month
10K a month

Stakeholder/Community Engagement

5. **Stakeholder/Community Engagement Plan** - *Develop an inclusive, long-term Stakeholder/Community Engagement Plan in collaboration with the city. The plan will identify key communications/messaging opportunities, outreach events and activities, schedule, and team roles and responsibilities.*

Timeframe: August & September 2022; update on an ongoing basis

Deliverables: Stakeholder/Community Engagement Plan

Cost Estimate: \$4,000

6. Pulse Panel/Advisory Group & Strategic Plan Support - *Work with a group of diverse, well-respected community members to provide input into city decisions regarding housing, land use, infrastructure, funding. Group will help the city update its strategic plan by sharing insights from residents, providing perspective around community reaction – and serving as embedded champions. This group will play an instrumental role in ensuring the city can anticipate community reactions, needs and wants into its short and long term goals and objectives.*

6.1 Workshops to provide input into the Strategic Plan - (3 sessions)

Workshop 1 - Orientation - August 2022

- Basic understanding - about what is coming, what is happening, what is planned.
- How to access resources and information
- Tell community members how to access information and clarify misinformation

Workshop 2 - Sept 2022

- Develop guiding principles for Strategic Planning

Workshop 3 - October 2022

- Strategic Planning Topics Input

Timeframe: August - October 2022

Deliverables: Workshop Pre-Meeting Questionnaires, Workshop Agenda Packet, Strategic Plan Input Summary

Cost Estimate: \$19,000

6.2 Pulse Panel/Advisory Group Ongoing Engagement - *Inform and educate them about what is coming, what is happening, what is planned. Check the pulse of the community by checking in with these ambassadors using the following methods:*

- Periodic zoom calls with members
- Ongoing online questionnaires
- Ongoing email communications

Timeframe: Ongoing

Deliverables: Meeting Agenda Packets, Online Questionnaires, Summary of Pulse Panel/Advisory Group Ongoing Engagement

Cost Estimate: \$10,200

7. Presentations to Governing Body, Planning Commission, EDC Board, Chamber of Commerce, Community Groups - *prepare presentation materials for use by city staff to deliver to groups,*

Topics/Issues:

- *Housing - (temporary & permanent), affordable housing, different housing products needed, etc.*
- *Infrastructure extensions*
- *Traffic and construction disruptions*
- *Future Land Use*
- *Economic development opportunities*
- *Impact on schools*
- *Impact on city services*

Materials to produce for each topic:

- *Short explainer video*
- *Handout materials*
- *Online and paper input questionnaire*

Timeline: August - December 2022

Deliverables: 5 Short Explainer Scripts, First Draft, Final Draft & Videos; Handout materials by topic; online questionnaires; one copy of paper questionnaires for city to reproduce and distribute

Cost Estimate: \$35,300

8. Workshops & Training Sessions with Key Development Decision-Making Bodies - *conduct a series of training/workshops with the following groups as part of the Strategic Planning Process*

Economic Development Council (EDC) - understand their important role, identify resources and connections, develop a strategic approach to attracting complimentary development and investment in the community.

Planning Commission - training to remind them of their role, responsibilities, key things to look for when considering development applications, and reconnecting them to the Comprehensive Plan and Southwest Growth Plan.

Mayor/City Council - training to understand their role, workshop discussion to establish strategic priorities and direction in preparation for all the important decisions that will be on their agenda in the coming months.

Timeframe: September - December 2022

Deliverables: 3 workshop agendas, training materials for each meeting, summary of meetings/training discussion

Cost Estimate: \$7,200

9. Workshops & Training Sessions with Key Staff - *conduct a series of three (3) training/workshops to prepare key staff for changes, set priorities and get them on the same page.*

Timeframe: August - December 2022

Deliverables: 3 Workshop Agenda Packets and summary meeting notes

Cost Estimate: \$7,200

Ongoing Support (Management, Planning, Engagement, and Economic Development Services)

10. On-Call Staffing - qualified, highly experienced interim staff members are available with expertise in project management, city management, infrastructure management, organizational development, economic development, and land use planning.

Mapping & Urban Planning Assistance
\$150/hour - Consultant II & Consultant III

Housing Strategy & Planning Consulting
\$150/hour - Consultant III

Strategic Planning & Economic Development Consulting
\$200/hour - Consultant IV

Project Management Assistance
\$150/hour - Consultant II & III

Engagement Assistance
\$150/hour – Consultant II & III