

TOWN OF ADDISON, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING A LETTER AGREEMENT BETWEEN TOWN OF ADDISON AND SOUTHWEST SPEAKERS BUREAU, INC. D.B.A. SHIROMA/SOUTHWEST FOR WEBSITE CONTENT MANAGEMENT AND SOCIAL MEDIA, AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT, AND PROVIDING AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS:

Section 1. The Letter Agreement between the Town of Addison and Southwest Speakers Bureau, Inc. D.B.A. Shiroma/Southwest for website content management and social media, a copy of which is attached to this Resolution as **Exhibit A**, is hereby approved. The City Manager is hereby authorized to execute the agreement.

Section 2. This Resolution shall take effect from and after its date of adoption.

PASSED AND APPROVED by the City Council of the Town of Addison, Texas this the 10th day of November, 2015.

Todd Meier, Mayor

ATTEST:

By: _____
Laura Bell, City Secretary

APPROVED AS TO FORM:

By: _____
Brenda N. McDonald, City Attorney

shiroma | southwest

17311 North Dallas Parkway, Suite 110 Dallas, TX 75248 972-732-6100 info@shiromasouthwest.com

OCTOBER 15, 2015

LETTER OF AGREEMENT (“AGREEMENT”) BETWEEN THE TOWN OF ADDISON, TEXAS (“TOWN”) AND SOUTHWEST SPEAKERS BUREAU, INC., D.B.A. SHIROMA/SOUTHWEST (“AGENCY”), FOR WEBSITE CONTENT MANAGEMENT AND SOCIAL MEDIA

This Letter confirms the agreement between the Town and Agency. In consideration of the covenants and mutual agreements set forth herein, the parties agree herein as follows:

SERVICES:

Agency will develop and execute website content, content management, staff training and on-going website support for the Town's new website. Agency will execute social media management.

ESSENTIAL WEBSITE PROGRAM ELEMENTS/DELIVERABLES ARE CURRENTLY DEFINED AS:

- Website/content update and content management
- Assist Town staff with twenty-four (24) hour/seven (7) day a week monitoring of the Town's three (3) Facebook pages, Addison, Visit Addison and Addison Police Department, to ensure compliance with the Town's User Policy Compliance, and notify Town staff of any violations of the Town's User Policy
- Include a minimum of five (5) weekly posts on the Addison and Visit Addison Facebook pages
- Manage and execute website content on an ongoing basis; monitor and integrate departmentally submitted copy and coordinate all materials in a unified voice consistent with Addison's branding and communication style
- Wordpress services, changes, miscellaneous web and Wordpress-based tasks
- Ongoing training and training updates departmental designees to use the Content Management System to update departmental information and keep it timely basis.

ESSENTIAL SOCIAL MEDIA PROGRAM ELEMENTS/DELIVERABLES ARE DEFINED AS:

Handle all social media posts, analytics for all Town social media sites; create on-going social media calendar; monitor, track and analyze results.

ANNUAL FEE: The annual fee is not to exceed Forty Nine Thousand and Five Hundred Dollars and No/100s (\$49,500.00), based upon the following hourly rates:

Website completion, content, training, on-going support, \$95/hour
Social media, \$95/hour

All hourly rates shall be billed on a monthly basis. Agency is prepared to provide additional service hours, as required and if requested by the Town. If the Town elects to request additional services that exceed the scope of the deliverables listed above and/or annual fee provided herein, then an addendum to this Agreement will be drafted to cover the additional Agency services and/or fees.

EXPENSE REIMBURSEMENT: To be included within the project fee.

Expenses will be billed monthly. Agency will provide the Town with a budget of anticipated charges. The Town agrees to provide any necessary collateral pieces, if possible, to reduce the need for additional expenses. Agency will be reimbursed for all expenses pertaining to the programs, which may include copies, long distance phone, faxes, postage, printing, messenger services, overnight deliveries, press kit materials and assembly, photo reproduction, print and electronic clipping services, etc. All outside purchases are made only under the written authorization of the Town, and insomuch, the Town agrees to accept full responsibility for all obligations made under the client's authorization.

All amounts are due in Dallas, Dallas County, Texas. Balances that are more than sixty (60) days past due are subject to a finance charge of 1.33% per month (16% annually) or the current amount allowable by law.

Expense reimbursements to be itemized but will be included in the "not to exceed" cap.

This Agreement is effective immediately upon signing and shall remain in effect through September 30, 2016.

TERMINATION AND DEFAULT

The Town may terminate this Agreement at any time for any reason or no reason with written notice.

In the event of default, the Town may provide written notice to the Agency and grant the Agency a seven (7) day period to cure the default. In the event the default is not cured, the Town may terminate the Agreement and/or exercise any and all remedies available to it in law and in equity.

MISCELLANEOUS PROVISIONS

Entire Agreement.

This Agreement contains the entire agreement of the parties with respect to the matters contained herein. All provisions contained herein shall be strictly complied with and conformed to by the Agency, and no amendment to the Agreement shall be made except upon the written agreement of the parties, which shall not be construed to release either party from any obligation of the Agreement except as specifically provided for in such amendment.

Counterparts.

This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

Venue.

This Agreement shall be constructed under and in accordance with the laws of the State of Texas and venue shall be in Dallas County, Texas.

Binding Effect.

This Agreement shall be binding on and inure to the benefit of the Parties and their respective

heirs, executors, administrators, legal representatives, successors, and assigns when permitted by this Agreement.

Ordinances.

Except as specifically provided for in the Agreement, the parties agree that Agency shall be subject to all Ordinances of the Town, whether now existing or in the future arising.

Authority to Execute.

The individuals executing this Agreement on behalf of the respective parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.

Assignment.

This Agreement may not be assigned without the written agreement of both parties.

Sovereign Immunity.

The parties agree that the Town has not waived its sovereign immunity by entering into and performing its obligations under this Agreement.

Notice.

Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing same in the United States mail, addressed to the party to be notified, postage pre-paid and registered or certified with return receipt requested, or by delivering the same in person to such party via a hand-delivery service, Federal Express or any courier service that provides a return receipt showing the date of actual delivery of same, to the addressee thereof. Notice given in accordance herewith shall be effective upon receipt at the address of the addressee. For purposes of notification, the addresses of the parties shall be as follows:

If to Agency, to:	Shiroma Address City, State, Zip Code
If to Town, to:	Town of Addison Attn: Town Manager 5300 Belt Line Road Dallas, Texas 75254

Severability.

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

Representations.

Each signatory represents this Agreement has been read by the party for which this Agreement is executed and that such party has had an opportunity to confer with its legal counsel.

Force Majeure.

If the performance of any covenant or obligation to be performed hereunder by any party is delayed as a result of circumstances which are beyond the reasonable control of such party (which circumstances may include, without limitation, pending litigation, acts of God, war, acts of civil disobedience, fire or other casualty, shortage of materials, adverse weather conditions [such as, by way of illustration and not of limitation, severe rain storms or below freezing temperatures, or tornados] labor action, strikes or similar acts, moratoriums or regulations or actions by governmental authorities), the time for such performance shall be extended by the amount of time of such delay, but no longer than the amount of time reasonably occasioned by the delay. The party claiming delay of performance as a result of any of the foregoing "force majeure" events shall deliver written notice of the commencement of any such delay resulting from such "force majeure" event not later than seven (7) days after the claiming party becomes aware of the same, and if the claiming party fails to so notify the other party of the occurrence of a "force majeure" event causing such delay and the other party shall not otherwise be aware of such "force majeure" event, the claiming party shall not be entitled to avail itself of the provisions for the extension of performance contained in this subsection.

Miscellaneous Drafting Provisions.

This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing this document.

FOR TOWN OF ADDISON

**FOR SOUTHWEST SPEAKERS BUREAU, INC.
D.B.A. SHIROMA/SOUTHWEST**

BY: _____

BY: _____

ITS: _____

ITS: _____

DATE: _____

DATE: _____