

THE STATE OF TEXAS § **KM INTERNATIONAL, LLC**
COUNTY OF HIDALGO § **AND**
PROFESSIONAL SERVICE CONTRACT § **THE CITY OF MISSION, TEXAS**

KM INTERNATIONAL, LLC (hereinafter referred to as “CONSULTANT”), and **THE CITY OF MISSION, TEXAS**, (hereinafter referred to as “CITY”), entered into this Agreement where CONSULTANT will provide **Public Relations and Communications Consulting Services and Media Relations Consulting Services** to CITY.

RECITALS

WHEREAS, CITY desires to engage CONSULTANT for certain professional services in connection therewith; and,

WHEREAS, CONSULTANT will utilize the proper equipment, qualified personnel in the performance of all basic services and defined Scope of Work within the above-mentioned professional services or as described above and in **SECTION II** of this Agreement with the CITY; and

NOW, THEREFORE, CITY and CONSULTANT do mutually agree as follows:

SECTION I
EMPLOYMENT OF CONSULTANT

CITY agrees to enter into this Agreement with CONSULTANT to provide the following services as stated above and as provided in **SECTION II** and upon such services, CITY agrees to pay CONSULTANT as stated in **SECTION IV**.

SECTION II
SCOPE OF SERVICES

CONSULTANT hereby agrees to render and perform for the benefit of the CITY the following professional services: **Public Relations and Communications Consulting Services and Media Relations Consulting Services**, as requested by CITY on an ongoing, as-needed basis. In addition to the general scope of aforementioned services provided, CONSULTANT will assist CITY with the following specific services:

- Marketing, outreach, and communications
- State of the City Address event
- Website content
- Social media management
- Newsletter development services
- Other relevant services and duties as assigned or requested

SECTION III
TERM OF CONTRACT

This Agreement shall be for a period of one (1) year, beginning on September 16, 2024, and ending on September 16, 2025. This Agreement may be renewed for one (1) additional year upon written agreement by both parties.

SECTION IV
TERMS OF PAYMENT

CITY agrees to pay CONSULTANT for **Public Relations and Communications Consulting Services (at the \$4,500/month) and Media Relations Consulting Services (at \$2,250/month), for a total of \$6,750/month**, due on the last day of every calendar month thereafter until the contract is terminated.

SECTION V
TERMINATION OF CONTRACT

Either party may terminate this contract, with or without cause, upon thirty (30) day's written notice to the other party. Upon termination, the City will be responsible only for the portion of the costs allocated to periods prior to the effective date of termination of the Agreement.

SECTION VI
SEVERABILITY

If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

SECTION VII
MEDIATION CLAUSE

It is the intent of the parties that litigation be avoided, and in order to allow for the quick resolution of any and all disputes, if any, the parties hereby agree that any claims, demands or disputes that cannot be amicably resolved between the parties upon written request be presented to a neutral, trained third party for assistance in dispute resolution by means of non-binding mediation.

VIII
VENUE

The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement. The Parties agree that this agreement is performable in Hidalgo County, Texas, and that exclusive jurisdiction shall lie in the state or district courts of Hidalgo County, Texas.

SECTION IX

NOTICE

All notices or other communications required under this Agreement may be affected either by Certified Mail, Return Receipt Requested. Notice shall be deemed to have been given when mailed to the parties at their respective addresses as set forth below or when mailed to the last address provided in writing to the other party by the addressee.

SECTION X HOLD HARMLESS CLAUSE

CONSULTANT shall indemnify, defend and hold harmless CITY from any liability or cost, including court costs and attorney's fees, resulting from any and all claims, demands, suits, actions or proceedings of any kind or nature, including workers' compensation claims, in any way resulting from or arising out of this agreement or indirectly out of such operation or business .

CITY, to the extent allowed by law, shall indemnify, defend and hold harmless CONSULTANT from any liability or cost, including court costs and attorney's fees, resulting from any and all claims, demands, suits, actions or proceedings of any kind or nature, i directly resulting from or arising out of this agreement .

SECTION XI ASSIGNMENT AND SUBLETTING

CONSULTANT agrees to retain control and to give full attention to the fulfillment of this Agreement and agrees that this Agreement or any portion thereof shall not be assigned or sublet without the prior written consent of CITY.

XII INDEPENDENT CONTRACTOR

CONSULTANT covenants and agrees that CONSULTANT is an independent contractor and not an officer, agent, servant or employee of CITY. CONSULTANT shall have exclusive control and exclusive right to control the details of the work performed hereunder and all persons performing same and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors, and consultants. The doctrine of respondent superior shall not apply as between CONSULTANT and CITY, its officers, agents, employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating a partnership or joint enterprise between CONSULTANT and CITY.

Signature Page to Follow

EXECUTED by the parties in duplicate originals on this ____ of _____, 2024.

KM INTERNATIONAL, LLC

BY: _____
Karina Cardoza, Managing Partner
6508 N. 26th St.
McAllen, Texas 78504
Phone: (956) 343-0011

CITY OF MISSION, TEXAS

BY: _____
Mike R. Perez, City Manager
1201 E. 8th Street
Mission, Texas 78572

Attest: _____
City Secretary