

**CONTRACT BY AND BETWEEN
CITY OF MISSION, TEXAS AND
DE SARO PUBLIC RELATIONS FIRM**

This Contract is made and entered by and between De Saro Public Relations Firm, a company authorized to conduct business in the State of Texas, (hereinafter, “Contractor”) and the City of Mission, Texas, a home-rule municipal corporation (hereinafter, the “City”). For and in consideration of the covenants and agreements contained herein, and for the mutual benefits to be obtained hereby, the parties agree as follows:

**SECTION 1:
SCOPE OF SERVICES**

Contractor shall provide all labor, supervision, materials and equipment necessary for the Mayor’s State of the City Address, including but not limited to event coordination, event design, management services, sponsorship sales, and visual content. These services shall be provided in accordance with the Scope of Services proposal presented by De Saro Public Relations Firm, a copy of which is attached hereto and incorporated herein as Exhibit “A”. This Contract consists of this written agreement and Exhibit A. These documents make up the Contract documents and what is called for by one shall be as binding as if called for by all. In the event of an inconsistency or conflict in any of the provisions of the Contract documents, the inconsistency or conflict shall be resolved by giving precedence first to this written agreement, then to Exhibit A.

**SECTION 2:
TERM OF CONTRACT**

The Term of this Contract shall commence upon the Effective Date provided herein and shall expire upon completion of the Scope of Services provided herein, but not later than October 19, 2023.

**SECTION 3:
WARRANTY**

Contractor warrants and covenants to the City that all services provided by Contractor, Contractor’s subcontractors, and agents under this agreement shall be free of defects and produced and performed in a skillful and workmanlike manner and shall comply with the specifications set forth in Exhibit “A”.

SECTION 4:

PAYMENT

Payment hereunder by the City for services provided by Contractor shall only be made according to the following:

1. Contractor, as part of its obligations under the Contract, shall provide “Sponsorship Sales” services.
2. All monies received by Contractor from the Sponsorship Sales shall be promptly deposited with the City of Mission’s Finance Department on or before October 18, 2023. These deposits shall be referred to as “Sponsorship Sales Deposits”.
3. All of Contractor’s requests for payment(s) of services rendered under this Contract shall *only* be paid from Sponsorship Sales Deposits, as of the date of Contractor’s payment request. All of Contractor’s requests for payment(s) shall be submitted on or before October 18, 2023. Any requests by Contractor for payment submitted after that date shall not be eligible for payment from the City and shall be considered waived by the Contractor.
4. The Contractor agrees that the City will not be obligated to pay Contractor for any services rendered under this Contract from any city funds, other than Sponsorship Sale Deposits received by the City of Mission.
5. In all cases, Contractor agrees that the total compensation and consideration for its performance of the terms prescribed under this Contract shall not exceed \$_____.
6. The Contractor agrees that upon the expiration of the Term of this Contract, should the Sponsorship Sales Deposits be less than Contractor’s requested payment(s) for services rendered under this Contract, then Contractor thereby waives all such remaining balances owed to Contractor (not otherwise covered by the remaining Sponsorship Sales Deposits) and the City shall not be obligated for any other payments to Contractor thereafter.

SECTION 5:

INDEMNIFICATION

CONTRACTOR AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY AND ITS RESPECTIVE OFFICERS, AGENTS, AND EMPLOYEES HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, FINES, PENALTIES, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH) PROPERTY DAMAGE OR OTHER HARM OR VIOLATIONS FOR WHICH RECOVERY OF DAMAGES, FINES, OR PENALTIES IS SOUGHT OR SUFFERED BY ANY PERSON OR PERSONS THAT MAY ARISE OUT OF OR BE OCCASIONED BY CONTRACTOR’S BREACH OF ANY OF THESE TERMS OR PROVISIONS OF THE CONTRACT, VIOLATIONS OF LAW, OR BY ANY NEGLIGENT, INTENTIONAL, OR STRICTLY LIABLE ACT OR OMISSION OF THE CONTRACTOR, ITS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, INVITEES, OR ANY OTHER

PERSONS OR ENTITIES WHICH THE CONTRACTOR IS LEGALLY RESPONSIBLE IN THE PERFORMANCE OF THIS CONTRACT. THE INDEMNITY IN THIS PARAGRAPH SHALL NOT APPLY TO THE ANY LIABILITY RESULTING FROM THE SOLE GROSS NEGLIGENCE OF THE CITY, AND ITS OFFICERS, AGENTS EMPLOYEES OR SEPARATE CONTRACTORS. THE CITY OF MISSION DOES NOT WAIVE ANY GOVERNMENTAL IMMUNITY OR OTHER DEFENSES AVAILABLE TO IT UNDER TEXAS OR FEDERAL LAW. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

SECTION 6:

VENUE

The laws of the State of Texas, shall govern the interpretation, validity, performance and enforcement of this Contract. The parties agree that this Contract is performable in Hidalgo County, Texas, and that exclusive venue shall lie in Hidalgo County, Texas.

SECTION 7:

ASSIGNMENT AND SUBLETTING

Contractor agrees to retain control and to give full attention to the fulfillment of this Contract, that this Contract shall not be assigned or sublet without the prior written consent of City, and that no part or feature of the work will be sublet to anyone objectionable to City. Contractor further agrees that the subletting of any portion or feature of the work, equipment or materials required in the performance of this Contract, shall not relieve Contractor from its full obligations to City as provided by this Contract.

SECTION 8:

INDEPENDENT CONTRACTOR

Contractor covenants and agrees that Contractor is an independent contractor and not an officer, agent, servant or employee of City; that Contractor shall have exclusive control of 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; that the doctrine of respondeat superior shall not apply as between City and Contractor, its officers, agents, employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating a partnership or joint enterprise between City and Contractor.

SECTION 9:

VAFFIDAVIT OF NO PROHIBITED INTEREST

Contractor acknowledges and represents it is aware of all applicable laws, City Charter, and City Code of Conduct regarding prohibited interests and that the existence of a prohibited

interest at any time will render the Contract voidable. Contractor has executed the Affidavit of No Prohibited Interest and has filed the same with either the City's Purchasing Department and/or City Secretary.

SECTION 10:

SEVERABILITY

The provisions of this Contract are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Contract is for any reason held to be contrary to the law or contrary to any rule or regulation having the force and effect of the law, such decisions shall not affect the remaining portions of the Contract. However, upon the occurrence of such event, either party may terminate this Contract by giving the other party thirty (30) days written notice.

SECTION 11:

ENTIRE AGREEMENT

This Contract and its attachments embody the entire agreement between the parties and may only be modified in writing if executed by both parties.

SECTION 12:

NOTICE

Except as maybe otherwise specifically provided in this Agreement, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to City: City of Mission
Randy Perez, City Manager
1201 E. 8th St
Mission, Texas 78572

With Copy to: City Attorney's Office
Victor A. Flores, City Attorney
1201 E. 8th St
Mission, Texas 78572

If to Contractor: De Saro Public Relations Firm
Edna De Saro, President

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee, or, if mailed, at such time as it is deposited in the United States mail.

SECTION 13:

CONTRACT INTERPRETATION

Although this Contract is drafted by City, should any part be in dispute, the parties agree that the Contract shall not be construed more favorably for either party.

SECTION 14:

SUCCESSORS AND ASSIGNS

This Contract shall be binding upon the parties hereto, their successors, heirs, personal representatives and assigns.

SECTION 15:

AUTHORITY TO SIGN

The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto.

SECTION 16:

EFFECTIVE DATE

This Contract shall be effective from and after _____, 2023.

IN WITNESS WHEREOF, the parties have executed this Contract by signing below.

CONTRACTOR:

DE SARO PUBLIC RELATIONS FIRM

EDNA DE SARO, PRESIDENT

CITY OF MISSION:

RANDY PEREZ, CITY MANAGER