

**AGREEMENT**  
**For**  
**PROFESSIONAL SERVICES**  
**Between**  
**THE CITY OF COLUMBIA, MISSOURI**  
**And**  
**THE BEENDERS MARKETING GROUP, L.L.C.**  
**For**  
**PUBLIC RELATIONS PROFESSIONAL SERVICES**

THIS AGREEMENT (hereinafter "Agreement") by and between the City of Columbia, Missouri, a municipal corporation (hereinafter called "City"), and **The Beenders Marketing Group, L.L.C**, a **limited liability company** organized in the State of **Missouri**, and with authority to transact business within the State of Missouri, (hereinafter called "Consultant"), is entered into on the date of the last signatory noted below ("Effective Date"). City and Consultant are each individually referred to herein as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, City desires to engage the Consultant to render certain professional services as outlined in the Scope of Work in Exhibit A; and

WHEREAS, Consultant represents and warrants that Consultant is equipped, competent, and able to provide all of the professional services necessary or appropriate in accordance with this Agreement.

NOW, THEREFORE, the Parties hereto, for good and sufficient consideration, the receipt of which is hereby acknowledged, intending to be legally bound, do hereby agree as follows.

1. **Services.** City agrees to engage the services of the Consultant and the Consultant agrees to perform the professional services outlined in Exhibit A. City may add to the Consultant services or delete therefrom activities of a similar nature, provided that the total cost of such work does not exceed the total cost allowance as specified herein. Consultant shall undertake such changed activities or prepare written reports only upon the direction of the City. All such directives and changes shall be in written form and prepared and approved by the City Manager and shall be accepted and countersigned by the Consultant.

2. **Subcontracts.** Consultant represents that Consultant will secure at Consultant's own expense, all personnel required to perform the services called for under this Agreement by Consultant. None of the work or services covered by this Agreement shall be subcontracted or assigned without the written approval of City.

3. **Term.** The "Term" of this Agreement shall commence on the Effective Date, and shall continue until the date that is five (5) years following the Effective Date.

4. **Payment.** Total payment for Scope of Work and all other expenses and costs to City under this Agreement and described herein and in Exhibit A shall not exceed one hundred seven thousand, two hundred dollars (\$107,200.00) per year. Said amount shall constitute complete compensation for all services and payment of expenses to be rendered under this Agreement. Payment shall be made as set forth in Exhibit A. It is expressly understood that in no event will the total amount to be paid to Consultant under the terms of this Agreement or any amendment thereto exceed the sum set forth in this paragraph unless otherwise agreed to in writing between the parties in advance of the provision of such services.

5. **Termination.** City shall have the right at any time by written notice to Consultant to terminate and cancel this Agreement, without cause, for the convenience of City. In such event, Consultant shall immediately stop work and City shall not be liable to Consultant except for payment for actual work performed prior to such notice in an amount proportionate to the completed contract price and for the actual costs of preparations made by Consultant for the performance of the cancelled portions of the contract, including a reasonable allowance of profit applicable to the actual work performed. Anticipatory profits and consequential damages shall not be recoverable by Consultant. Should City terminate this Agreement, Consultant shall refund any advance payment made and amount due to the City within thirty (30) days of the termination date.

6. **Notices.** Any notice, demand, request, or communication required or authorized by the Agreement shall be delivered either by hand, facsimile, overnight courier or mailed by certified mail, return receipt requested, with postage prepaid, to:

**If to CITY:**

**City of Columbia Convention and  
Visitors Bureau  
ATTN: Amy Schneider  
P.O. Box 6015  
Columbia, MO 65205-6015**

**If to CONSULTANT:**

**The Beenders Marketing Group, L.L.C.  
ATTN: Marjorie Beenders and Steve  
Walker  
120 East High Street, Suite 200  
Jefferson City, Missouri 65101**

The designation and titles of the person to be notified or the address of such person may be changed at any time by written notice. Any such notice, demand, request, or communication shall be deemed delivered on receipt if delivered by hand and on deposit by the sending party if delivered by courier or U.S. mail.

7. **Compliance with Laws.** Consultant shall comply with all applicable federal, state and local laws, ordinances, rules and regulations.

8. **Governing Law and Venue.** This Agreement shall be governed, interpreted, and enforced in accordance with the laws of the State of Missouri and/or the

laws of the United States, as applicable. The venue for all litigation arising out of, or relating to this Agreement, shall be in Boone County, Missouri, or the United States Western District of Missouri. The Parties hereto irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of Missouri. The Parties agree to waive any defense of forum non conveniens.

9. **Employment of Unauthorized Aliens Prohibited.** Consultant agrees to comply with Missouri Revised Statute Section 285.530 in that Consultant shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. As a condition for the award of this Agreement the Consultant shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Consultant shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Consultant shall require any subcontractor to affirmatively state in its contract with Consultant that the subcontractor shall not knowingly employ, hire for employment or continue to employ an unauthorized alien to perform work within the state of Missouri. Consultant shall also require any subcontractor to provide Consultant with a sworn affidavit under the penalty of perjury attesting to the fact that the subcontractor's employees are lawfully present in the United States.

10. **No Third-Party Beneficiary.** No provision of the Agreement is intended to nor shall it in any way inure to the benefit of any person, so as to constitute any such person a third-party beneficiary under the Agreement.

11. **No Assignment.** This Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns. Neither Party shall assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party.

12. **No Waiver of Immunities.** In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitutions or laws.

13. **HOLD HARMLESS AGREEMENT:** To the fullest extent not prohibited by law, Consultant shall indemnify and hold harmless the City of Columbia, its directors, officers, agents, and employees from and against all claims, damages, losses, and expenses (including but not limited to attorney's fees) for bodily injury and/or property damage arising by reason of any act or failure to act, negligent or otherwise, of Consultant, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with Consultant or a subcontractor for part of the services), of anyone directly or indirectly employed by Consultant or by any subcontractor, or of anyone for whose acts the Consultant or its subcontractor may be liable, in connection with providing these services. This provision does not, however,

require Consultant to indemnify, hold harmless, or defend the City of Columbia from the City of Columbia's own negligence.

14. **Professional Oversight Indemnification.** Consultant understands and agrees that City has contracted with Consultant based upon Consultant's representations that Consultant is a skilled professional and fully able to provide the services set out in this Agreement. In addition to any other indemnification set out in this Agreement, Consultant agrees to defend, indemnify and hold and save harmless City from any and all claims, settlements, and judgments whatsoever arising out of City's alleged negligence in hiring or failing to properly supervise Consultant.

15. **Audit.** Consultant shall maintain financial records according to generally accepted accounting standards. City has the right, at its sole expense and during normal working hours, to examine the records of Consultant to the extent reasonably necessary to verify the accuracy of any statement, charge or computation made pursuant to this Agreement.

16. **Nondiscrimination.** During the performance of this Agreement, Consultant shall not discriminate against any employee, applicant for employment or recipient of services because of race, color, religion, sex, sexual orientation, gender identity, age, disability, or national origin. Consultant shall comply with all provisions of laws, rules and regulations governing the regulation of Equal Employment Opportunity including Title VI of the Civil Rights Act of 1964 and Chapter 12 of the City of Columbia's Code of Ordinances.

17. **General Independent Contractor.** This Agreement does not create an employee/employer relationship between the Parties. It is the Parties' intention that the Consultant will be an independent contractor and not the City's employee for all purposes.

18. **Nature of City's Obligations.** All obligations of the City under this Agreement, which require the expenditure of funds, are conditional upon the availability of funds budgeted and appropriated for that purpose.

19. **Insurance.** Consultant shall maintain, on a primary basis and at its sole expense, at all times during the life of this Agreement the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as the City's review or acceptance of insurance maintained by Consultant is not intended to, and shall not in any manner limit or qualify the liabilities or obligations assumed by Consultant under this Agreement. Coverage to be provided as follows by a carrier with A.M. Best minimum rating of A- VIII.

a. **Workers' Compensation & Employers Liability.** Consultant shall maintain Workers' Compensation in accordance with Missouri Revised Statutes or provide evidence of monopolistic state coverage. Employers Liability with the following

limits: \$500,000 for each accident, \$500,000 for each disease for each employee, and \$500,000 disease policy limit.

b. Commercial General Liability. Consultant shall maintain Commercial General Liability at a limit of \$2,000,000 Each Occurrence, \$3,000,000 Annual Aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.

c. Business Auto Liability. Consultant shall maintain Business Automobile Liability at a limit of \$2,000,000 Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Consultant does not own automobiles, Consultant agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

d. Consultant may satisfy the liability limits required for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. Consultant agrees to endorse City as an Additional Insured on the Umbrella or Excess Liability, unless the Certificate of Insurance state the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

e. The City of Columbia, its elected officials and employees are to be Additional Insured with respect to the Project to which these insurance requirements pertain. A certificate of insurance evidencing all coverage required is to be provided at least ten (10) days prior to the Effective Date of the Agreement between the Consultant and City. Consultant is required to maintain coverages as stated and required to notify City of a Carrier Change or cancellation within two (2) business days. City reserves the right to request a copy of the policy

f. The Parties hereto understand and agree that City is relying on, and does not waive or intend to waive by any provision of this Agreement, any monetary limitations or any other rights, immunities, and protections provided by the State of Missouri, as from time to time amended, or otherwise available to City, or its elected officials or employees.

g. Failure to maintain the required insurance in force may be cause for termination of this Agreement. In the event Consultant fails to maintain and keep in force the required insurance or to obtain coverage from its subcontractors, City shall have the right to cancel and terminate this Agreement without notice.

h. The insurance required by the provisions of this article is required in the public interest and City does not assume any liability for acts of Consultant and/or Consultant's employees and/or Consultant's subcontractors in the performance of this Agreement.

20. **Public Records Act.** City is subject to the Missouri Sunshine Law. The Parties agree that this Agreement shall be interpreted in accordance with the provisions of the Missouri Sunshine Law as amended and Consultant agrees to maintain the confidentiality of information which is not subject to public disclosure under the Sunshine Law.

21. **Contract Documents.** This Agreement includes the following exhibits, which are incorporated herein by reference:

<u>Exhibit</u>	<u>Description</u>
A	Scope of Work and Pricing

In the event of a conflict between the terms of an exhibit and the terms of this Agreement, the terms of this Agreement control.

22. **Entire Agreement.** This Agreement contains the entire agreement of the parties. No modification, amendment, or waiver of any of the provisions of this agreement shall be effective unless in writing specifically referring hereto, and signed by both parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year herein stated.

**CITY OF COLUMBIA, MISSOURI**

By: \_\_\_\_\_  
Mike Matthes, City Manager

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Sheela Amin, City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Nancy Thompson, City Counselor

(Seal)

**THE BEENDERS MARKETING GROUP,  
L.L.C.**

By: The Beenders Marketing Group  
Name: Stephen Walther  
Title: Co-Owner  
Date: 6-8-2016

ATTEST:

By: \_\_\_\_\_  
Secretary or Witness

Name: \_\_\_\_\_

**Public Relations Proposal between  
The Beenders Walker Group and Columbia Convention & Visitors Bureau  
October 1, 2016 – September 30, 2021**

**THIS PROPOSAL** is for **The Beenders Walker Group (TBWG)** and **Columbia Convention and Visitors Bureau (Columbia CVB)**. The **Columbia CVB** desires to retain the services of **TBWG** to perform public relations, media relations and communication services to promote Columbia's leisure visitor and tourism industry. This proposal is in the amount is **\$89,760.00 for FY2017**. The proposal period will begin **October 1, 2016** and end **September 30, 2021**. The option for four additional annual contract periods between the **Columbia CVB** and **TBWG** is included in this proposal.

**Our Team – The Beenders Walker Group**

**Name, address, phone and fax number(s) and email address of firm:**

- The Beenders Walker Group  
125 East High Street, Suite 200  
Jefferson City, Missouri 65101
- Phone: 573-636-8282
- Fax: 573-635-8494
- E-Mail: [Marjorie@tbwgroup.net](mailto:Marjorie@tbwgroup.net) or [Walker@tbwgroup.net](mailto:Walker@tbwgroup.net)

**Proposed service team including titles and responsibilities:**

- Marjorie Beenders, Co-Owner/Director of Public Relations – Press Trip services
- Jo Duncan, Director of Media Relations and Client Services Liaison – Press Trip services
- Kyle Stewart, Communications Manager/Writer – Press Trip services
- Brad Beenders, Filmmaker and photographer – PR services
- Steve Walker, Co-Owner and Finance Manager – PR services

**Name and title of primary contact person(s):**

- Marjorie Beenders and Jo Duncan will serve as Co-Account Executives. Jo Duncan will be the day-to-day liaison between **TBWG** and the **Columbia CVB**.

**Date firm established:**

- October 25, 1995

**Proposal Amount and Billing Procedure:**

**Proposal period:** October 1, 2016 – September 30, 2021

**Contract Amount:** \$89,760 and increases in each subsequent year

**Billing Procedure:** **TBWG** will provide the **Columbia Convention and Visitors Bureau** with a **quarterly invoice** in the amount of **\$22,440.00** that will include the fee for services and expenses that are incurred in order to implement the activities included in the **Scope of Work**.

Following is an itemized breakdown of fees and expenses as well as a **Scope of Work**:



**Cost - Hourly rate: \$100/ hour**

**TBWG's** hourly rate charged for each **TBWG** associate is a reasonable rate of \$100/hr.

**Important information – Value added services:**

- **The Beenders Walker Group** does not charge for any of their associates to participate in monthly meetings with the **Columbia Convention & Visitors Bureau**.
- Also, no travel expenses will be charged for travel expenses incurred by **TBWG** associates traveling to and from Columbia from Jefferson City to participate in client/agency meetings, press trips, etc.
- **TBWG** will NOT charge for time spent by **TBWG** associates on monitoring clipping service/links/online exposure.
- Because **TBWG** represents other central Missouri destinations, **Columbia CVB** (and **TBWG's** other clients) receive a cost break on implementation expenses as well as hours billed. Example: When conducting a media visit to engage in desk-side briefings with media representatives in targeted market areas, all travel expenses incurred by **TBWG** is split among other clients.

**Hourly billing rate for each TBWG employee: \$100.00/hr.**

*Please note that the hourly rate for the first year of this contract period is \$100/hr. per **TBWG** employee. Employee hourly rates for additional contract renewal periods are included in this contract agreement.*

## **Scope of Work**

***Estimated number of hours to complete each task listed***

<b><u>Public Relations Activity</u></b>	<b><u>Employee</u></b>	<b><u>Hours</u></b>	<b><u>Total Cost</u></b>
<b>Travel Media Marketplaces</b>			
• Travel Media Showcase	Jo Duncan	20	\$ 2,000.00
• Midwest Travel Writers (Fall)	Marjorie Beenders	24	\$ 2,400.00
• Midwest Travel Writers (Spring)	Marjorie Beenders	20	\$ 2,000.00
• North American Travel Journalists	Jo Duncan	24	\$ 2,400.00
• Public Relations Society of Am.	Jo Duncan	20	\$ 2,000.00
• Missouri Outdoor Communicators	Kyle Stewart	8	\$ 800.00
• Assoc. Great Lakes Outdoor Writers	Marjorie Beenders	16	\$ 1,600.00
• Society of American Travel Writers	Marjorie Beenders	25	\$ 2,500.00
• Int'l. Food, Wine & Travel Writers	Jo Duncan	<u>32</u>	<u>\$ 3,200.00</u>
	<b>Total</b>	<b>189</b>	<b>\$ 18,900.00</b>
<b>Travel Media Blitzes – one-on-one desk-side briefings</b>			
• St. Louis – metropolitan area	Marjorie Beenders	14	\$ 1,400.00
• Kansas City – metropolitan area	Kyle Stewart	14	\$ 1,400.00
• St. Jo, Des Moines, Omaha & East. Iowa	Marjorie Beenders	20	\$ 2,000.00
• Indiana, Kentucky, Tennessee	Marjorie Beenders	28	\$ 2,800.00
• New York	Jo Duncan	30	\$ 3,000.00
• Washington D.C.	Marjorie Beenders	20	\$ 2,000.00
• Central Missouri	Kyle Stewart	8	\$ 800.00

• Chicago, Suburbs & WI	Marjorie Beenders	20	\$ 2,000.00
• Central Illinois, Quad Cities & East Iowa	Marjorie Beenders	18	\$ 1,800.00
• Springfield, Joplin, OK, KS	Kyle Stewart	20	\$ 2,000.00
• Miscellaneous media markets/outlets	Marjorie Beenders	18	\$ 1,800.00
	<b>Total</b>	<b>210</b>	<b>\$ 21,000.00</b>

**Media Queries – Pitching journalists on story ideas**

Jo Duncan	30	\$ 3,000.00
Kyle Stewart	15	\$ 1,500.00
Marjorie Beenders	19	\$ 1,900.00
<b>Total</b>	<b>64</b>	<b>\$ 6,400.00</b>

**Miscellaneous PR activities – Outreach and Media assistance**

Marjorie Beenders	8	\$ 800.00
Kyle Stewart	8	\$ 800.00
Jo Duncan	14	\$ 800.00
<b>Total</b>	<b>30</b>	<b>\$ 3,000.00</b>

**E-Story Starters (Quarterly) – Find Your Fun! News Releases!**

Kyle Stewart	32	\$ 3,200.00
Marjorie Beenders	8	\$ 800.00
Jo Duncan	8	\$ 800.00
<b>Total</b>	<b>48</b>	<b>\$ 4,800.00</b>

**Media Advisories/Alerts**

Kyle Stewart	16	\$ 1,600.00
Marjorie Beenders	4	\$ 400.00
Jo Duncan	4	\$ 400.00
<b>Total</b>	<b>24</b>	<b>\$ 2,400.00</b>

**Hosted In-bound Press Tours - Customized and Group**

Jo Duncan	130	\$ 13,000.00
Marjorie Beenders	40	\$ 4,000.00
Kyle Stewart	25	\$ 2,500.00
<b>Total</b>	<b>195</b>	<b>\$ 19,500.00</b>

**Total Public Relations Hours.....760 \$ 76,000.00**

**Public Relations Activities – Review and Evaluation**

Throughout the course of this contract period, **The Beenders Walker Group** will meet with the **Columbia Convention & Visitors Bureau** to review and evaluate Public Relations activities outlined in the **Scope of Work**. With the consent of both parties, new and different PR activities may replace some of the itemized activities that are included in the **Scope of Work**. Hours assigned to specific projects

may have to be adjusted. Or, if new activities would require more hours than what is available in the contract, **TBWG** and the **Columbia Convention and Visitors Bureau** will negotiate and agree on the number of increased hours necessary to complete added or different tasks and the hourly rate will be paid to **TBWG** according to the hourly amount in the current contract and the **Columbia Convention and Visitors Bureau** will increase expense funds that shall be paid to **TBWG** to implement additional services/tasks.

**TOTAL Services (hours)..... 760 hours \$76,000.00**

**Public Relations Expenses**

- Travel Expenses (Media Visits and Travel Media Marketplaces) \$ 6,500.00
  - Travel Expenses (Inbound Press trips – customized and organized) \$ 5,180.00
  - Miscellaneous promotional items for distribution to media contacts \$ 440.00
  - Miscellaneous expenses (express mail, copying, Cision, supplies) \$ 1,640.00
- \$13,760.00

**TOTAL Expenses ..... \$13,760.00**

**TOTAL Proposal Amount (FY17)..... \$89,760.00**

***Please note:** Additional expense monies may be needed to carry out all the public relations activities included in this proposal. **TBWG** will discuss this matter with the **Columbia Convention and Visitors Bureau** before any financial obligations are made by **TBWG**.*

**Proposal Periods for the First Contract period and four additional renewal periods:**

- **1<sup>st</sup> Year: Oct. 1, 2016 – Sept. 30, 2017**----760 hours @ \$100/hour = \$76,000 – plus expenses: \$13,760  
Total Contract Amount= **\$89,760**
- **2<sup>nd</sup> Renewal Year: Oct. 1, 2017 – Sept. 30, 2018**----760 hours @ \$100/hour = \$76,000 – plus expenses: \$16,760  
Total Contract Amount = **\$92,760**
- **3<sup>rd</sup> Renewal Year: Oct. 1, 2018 – Sept. 30, 2019**----780 hours @ \$105/hour = \$81,900 – plus expenses: \$16,760  
Total Contract Amount = **\$98,660**
- **4<sup>th</sup> Renewal Year: Oct. 1, 2019 – Sept. 30, 2020**----780 hours @ \$105/hour = \$81,900 – plus expenses: \$18,000  
Total Contract Amount = **\$99,900**
- **5<sup>th</sup> Renewal Year: Oct. 1, 2020 – Sept. 30, 2021**----800 hours @ \$110/hour = \$88,000- plus expenses: \$19,200  
Total Contract Amount = **\$107,200**

**###**