

RESOLUTION 24-193

A RESOLUTION TO AUTHORIZE THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT FOR UTILITY PUBLIC ENGAGEMENT

WHEREAS, the City of Spring Hill has been working closely with the Tennessee Department of Environment and Conservation on planning for strategic expansion of water and sewer systems; and

WHEREAS, it has been requested that the City of Spring Hill develop a public engagement program for water and sewer expansion projects; and

WHEREAS, City staff recommends approval of the contract with McNeely Brockman Public Relations, LLC to assist with developing the public engagement program; and

WHEREAS, the agreement is an hourly, not to exceed proposal for \$90,000 for 12 months, and will be paid from 410-52620-52361; and

NOW, THEREFORE BE IT RESOLVED, the City of Spring Hill Board of Mayor and Aldermen:

1. Approve an hourly contract with McNeely Brockman Public Relations LLC as attached.
2. Authorize the Mayor to sign the agreement.

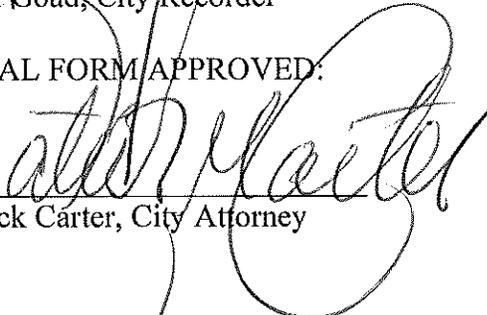
Passed and Adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee on the 5th day of August, 2024.


Jim Hagaman, Mayor

ATTEST:


April Goad, City Recorder

LEGAL FORM APPROVED:


Patrick Carter, City Attorney

**McNeely Brockman Public Relations
Rate Sheet 2024**

We track our time hourly and bill in quarter-hour segments. We provide a detailed report of time dedication with each monthly invoice. We are a certified small, woman-owned business and provide detailed monthly time activity reports for every client.

Partner: \$250 hourly

Account Supervisor: \$200 hourly

Senior Advisor: \$185 hourly

Senior Account Executive: \$150 hourly

Account Executive: \$125 hourly

Assistant Account Executive: \$100 hourly

Account Assistant: \$75 hourly

Intern: \$45 hourly

McNeely Brockman Public Relations, LLC
Agreement for Services

For and in consideration of the respective agreements herein, receipt and sufficiency of which valuable consideration is hereby acknowledged, McNeely Brockman Public Relations, LLC, a Tennessee limited liability company, (MBPR) and the City of Spring Hill, Tenn. (the "Client") agree to be bound as follows.

1. MBPR agrees to assist the Client in public relations services generally and otherwise as may be agreed in writing by the parties.

2. Client agrees to pay MBPR hourly fees of \$45 for interns; \$75 for account assistants; \$100 for assistant account executives; \$125 for account executives; \$150 for senior account executives; \$185 for senior advisors; and \$250 for partners. Total billed fees shall not exceed \$90,000 per 12-month period.

3. Postage, mileage and incidental expenses will be passed through at cost. All individual expenses above \$100 will be approved by the Client ahead of time.

4. Charges for hard costs such as printing and production will be passed through to the Client with a standard 20 percent markup by MBPR. Any media buys will be passed through to the Client with a standard 15 percent commission. Client expressly agrees that Client is responsible for and will timely pay the costs incurred by MBPR on Client's behalf with any third parties, including, without limitation, printing, production and media. All media placement costs must be paid within 30 days of approval of the buy. Dependent upon the nature of the media buy, Client may be required to pay MBPR in advance of placing the buy. Client also agrees to pay a \$125 technology fee monthly.

5. Rates, expenses, costs and charges as outlined will be due from Client and will be billed on a 30-day basis. All invoices are payable within 30 days of the date of the invoice, with a late fee of 1.5 percent for any month or portion of a month any payment is late. Client is responsible for any costs and attorney fees incurred to collect delinquent accounts.

6. The Initial Term of this Agreement shall be from July 15, 2024 to July 14, 2025. This Agreement shall be automatically extended from month to month thereafter unless either party gives written notice to the contrary to the other at least 30 days prior to the end of the Initial Term, or the extended term. Either party may terminate this Agreement upon 30 days' written notice to the other. Upon any termination, Client agrees to be responsible for all rates, expenses, costs and charges through the effective date of the termination.

7. Client understands and agrees that the services to be provided by MBPR involve a degree of artistic and literary creativity and professional judgment, and that MBPR cannot and does not guarantee any specific results hereunder.

8. Nonsolicitation: During the term of this Agreement and for a one-year period thereafter, Client agrees that it shall not either directly or indirectly employ, solicit, divert or hire away, or attempt to employ, solicit, divert or hire away, any person employed by MBPR. If, during the term of this Agreement or for one year thereafter, Client engages the services of an employee of MBPR in breach of this Agreement, Client agrees to pay MBPR a fee calculated as 30 percent

of that employee's new annual salary and any other compensation. In the event of any claims, dispute, material breach or litigation arising from this term of the Agreement, MBPR shall be entitled to recover any and all reasonable attorneys' fees, court costs and/or other expenses incurred in connection with such claims, dispute, material breach or litigation.

9. This is a Tennessee contract to be performed in and interpreted under the laws of Tennessee. Any litigation as to this Agreement or any matter related to it shall be brought only in the courts located in Davidson County, Tennessee, to service of process from which each party agrees to be subject.

10. This Agreement constitutes the full and complete understanding between the parties. This Agreement can be amended only by a writing signed by each party expressly setting forth such amendment. This Agreement may not be amended orally, or by waiver or implication, or by action or inaction of the parties. Time is of the essence under this Agreement.

McNeely Brockman Public Relations, LLC The City of Spring Hill, Tenn.

By: MARK MCNEELY
Name: Mark McNeely
Title: PARTNER
Date: 8/13/2024

By: [Signature]
Name: Jim Haganan
Title: Mayor
Date: 8-5-2024