

CITY USE ONLY			
Agreement No. <u>17-4187</u>	P.O. No. _____	Attorney <u>[Signature]</u>	Code <u>2X02134.docx</u>
CIP No. _____	Project _____	Finance <u>[Signature]</u>	_____
Dept. No./MOU <u>900000</u>	Amount _____	City Engineer _____	_____

9-12-17

### AGREEMENT FOR PROFESSIONAL SERVICES

Agreement made Sept 20th, 2017, between the City of Sioux Falls, SD (the "City"), and Michele Wellman, PinnyPR (the "Consultant").

The parties to this Agreement, in consideration of the mutual covenants and stipulations set out herein, agree as follows:

#### Section One

The Consultant shall provide on-camera announcer/anchor services for assigned productions of the City's government informational cable channel (CityLink). The Consultant will host the monthly program "City Scene" or similar programs to be broadcast on CityLink, City of Sioux Falls YouTube channel, City website or other television stations used to promote CityLink programming. Payment to the Consultant per program will include all off-camera preparation necessary to research topic material for programming, as well as any promos.

#### Section Two

The City agrees to pay the Consultant as follows:

City Scene - \$50 per hour, \$250 minimum per show, not to exceed \$500 per month.

Other work - \$50 per hour, not including travel time.

Payments to the Consultant under this agreement shall not exceed \$10,000. The City shall retain copyright ownership of all productions produced with the Consultant.

#### Section Three

This Agreement shall commence the day this agreement is fully signed until December 31, 2018 with the option to extend one additional year.

#### Section Four

The Consultant shall be subject to the provisions of Chapter 98 of the Code of Ordinances of Sioux Falls, SD. It is declared to be discrimination for the Consultant, because of race, color, sex, creed, religion, ancestry, national origin, or disability, to fail or refuse to hire, to discharge an employee, or to accord adverse, unlawful, or unequal treatment to any person or employee with respect to application, hiring, training, apprenticeship, tenure, promotion, upgrading, compensation, layoff, discharge, or any term or condition of employment.

If the Consultant is guilty of discrimination, this Agreement may be terminated in whole or in part by the City and the Consultant shall be liable for any costs or expense incurred by the City in obtaining

from other sources the work and services to be rendered or performed or the goods or properties to be furnished or delivered to the City under the Agreement so terminated or canceled.

Should the Sioux Falls Human Relations Commission in a proceeding brought as provided by the Code of Ordinances of Sioux Falls, SD, find that the Consultant has engaged in discrimination in connection with this Agreement and issue a cease and desist order with respect thereto, the City shall withhold up to 15 percent of the contract price until such time as the Commission's order has been complied with or the Consultant has been adjudicated not guilty of such discrimination.

The Consultant will permit access to any and all records pertaining to hiring and employment and to other pertinent data and records for the purpose of enabling the Commission, its agencies or representatives, to ascertain compliance with the above provisions.

This section shall be binding on all Consultants or suppliers.

### **Section Five**

The funding being provided pursuant to this Agreement is an authorized budget item of the City of Sioux Falls for calendar year 2017. If the financial condition of the City should change during the term of this Agreement to the extent that the City would or might have insufficient yearly revenue to meet all of its budgeted expenditures, this Agreement may be modified and the funding provided for herein reduced by a percentage amount equal to the percentage amount by which the City's 2017 general fund operating budget is negatively impacted by spending restraints implemented at the direction of the City's Mayor. By way of illustration, if the Mayor would issue expenditure restraints reducing actual expenditures under the 2017 general fund operating budget by 15 percent, the funding provided for in this Agreement may also be reduced by 15 percent. Any reduction so imposed shall be at the sole discretion of the City. Should any such reduction in funding occur, the parties shall negotiate a commensurate reduction in services to be provided under the agreement.

### **Section Six**

The Consultant agrees to defend, indemnify, and hold harmless the City from all claims or liabilities arising out of the services furnished under this Agreement, and for bodily injury or property damage arising out of services furnished under this Agreement, providing that such claims or liabilities are the result of a negligent act, error, or omission of the Consultant and/or its employees/agents arising out of the Agreement.

### **Section Seven**

The parties acknowledge that they are entering into this Agreement freely and voluntarily, that they have the opportunity to be represented and advised by counsel in the negotiations resulting in this Agreement, that they have ascertained and weighed all the facts and circumstances likely to influence their judgment, that they have given due consideration to the provisions contained herein, and that they thoroughly understand and consent to all provisions herein.

### **Section Eight**

The validity, performance, and enforcement of this Agreement are governed by the laws of the state of South Dakota. Jurisdiction and venue of any legal proceeding involving the parties in connection with this Agreement will lie exclusively with the state and federal courts located in Sioux Falls, South Dakota.

**Section Nine**

Should any section or provision of this Agreement be declared by the courts to be invalid, the same will not affect the validity of the Agreement as a whole or any part thereof, other than the part declared invalid.

**Section Ten**

This instrument contains the entire Agreement between the parties, and no statement, promises, or inducements made by either party or agent of either party that are not contained in this written contract shall be valid or binding. This contract may not be enlarged, modified, or altered except in writing signed by the parties and endorsed hereon.

**Section Eleven**

The reports, schedules, models, budgets, and other documents prepared or assembled by Consultant, and all information contained therein, will be deemed by the parties to be done as works made for hire. Consultant hereby assigns to the City all right, title, and interest in and to all reports, schedules, models, budgets, and other documents, and all information contained therein, prepared and assembled by Consultant in connection with this Agreement.

**Section Twelve**

This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, assignees, and successors of the respective parties.

**Section Thirteen**

The parties agree that electronic transmission via facsimile or email to the other party of a copy of this Agreement bearing such parties' signature shall suffice to bind the party transmitting same to this Agreement in the same manner as if an original signature had been delivered. Without limitation of the foregoing, each party who electronically transmits an executed copy of this Agreement via facsimile or email bearing its signature covenants to deliver the original thereof to the other party as soon as possible thereafter.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.




MAYOR



Michele Wellman, PinnyPR

ATTEST:

FEDERAL TAX ID NO. \_\_\_\_\_

  
City Clerk, M.C.S.P.

SD SALES TAX NO. \_\_\_\_\_

