

# RESOLUTION NO. 03 28 2024I

## A RESOLUTION AUTHORIZING AN AGREEMENT WITH COMMON GROUND PUBLIC RELATIONS TO PROVIDE ASSISTANCE WITH THE SELECTOFALLON MARKETING PLAN AND 2024 SOCIAL MEDIA CAMPAIGN IN AN AMOUNT NOT TO EXCEED \$40,000.00.

**WHEREAS**, the City of O'Fallon is proactively engaged with site consultants, franchise owners and operators, real estate developers, and business decision-makers for the purposes of attracting new commercial, industrial, and high-tech operations to our community; and

**WHEREAS**, the Economic Development Department, through its SelectOFALLON marketing efforts, utilizes the efforts and expertise of a professional marketing firm to target its messaging and maximize its business attraction opportunities; and

**WHEREAS**, City Staff recommends approval of this Resolution.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF O'FALLON, MISSOURI, AS FOLLOWS:**

**SECTION 1:** The City Council approves on behalf of the City an agreement with Common Ground Public Relations for the SelectOFALLON marketing plan and 2024 social media campaign at a cost not to exceed \$40,000.00, in substantial conformity with the terms shown on Exhibit A attached hereto and incorporated herein by this reference as if set out here in full, together with such changes therein as shall be approved by the officers of the City executing same which are consistent with the provisions and intent of this legislation and necessary, desirable, convenient or proper in order to carry out the matters herein authorized. The City Administrator and other appropriate City officials are hereby authorized to execute the Agreement and such additional documents and take any and all actions necessary, desirable, convenient or prudent in order to carry out the intent of this legislation.

**PASSED BY THE CITY COUNCIL FOR THE CITY OF O'FALLON, MISSOURI, THIS 28<sup>TH</sup> DAY OF MARCH 2024.**

Attest:

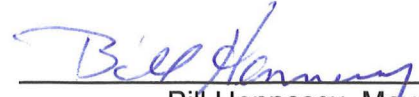
  
Bess Bacher, City Clerk



  
Presiding Officer

# RESOLUTION NO. 03 28 2024I

APPROVED BY THE MAYOR FOR THE CITY OF O'FALLON, MISSOURI, THIS 28<sup>TH</sup> DAY OF MARCH 2024.

  
\_\_\_\_\_  
Bill Hennessy, Mayor

Attest:

  
\_\_\_\_\_  
Bess Bacher, City Clerk



Approved as to Form:  
  
\_\_\_\_\_  
Kevin M. O'Keefe, City Attorney

# Exhibit A



**CommonGround**  
Public Relations

14755 N. Outer Forty Road, Suite 212  
Chesterfield, MO 63017  
Ph: 636.530.1235  
F: 636.530.5995  
www.commongroundpr.com

## **PUBLIC RELATIONS SERVICES CONTRACT**

This will serve as the Contract between the City of O'Fallon, Missouri ("Client"), and Common Ground Public Relations, Inc., 14755 N. Outer Forty Road, Suite 212, Chesterfield, Missouri 63017 ("CGPR"), pursuant to which CGPR will provide services for certain creative project assignments assigned by Client.

### **1. SERVICES**

The project assignment shall be clearly defined in this Contract in a separate Addendum and made a part of this Contract, and will specify, among other things, start and completion dates, work to be performed, compensation and payment terms. Addendum "FY 2024 Marketing Scope".

### **2. RECORDS**

CGPR will maintain accurate records of all staff time worked and out-of-pocket expenditures incurred on behalf of Client. During the term of this Contract, and for one year thereafter, Client may examine such records at CGPR's offices in Chesterfield, Missouri, upon reasonable notice and during normal business hours. It is understood that the foregoing does not include CGPR's salary data, overhead, other internal CGPR costs, non-billable items or other information deemed by CGPR to be confidential.

### **3. CONFIDENTIALITY**

CGPR acknowledges its responsibility, both during and after the term of its appointment, to use all reasonable efforts to preserve the confidentiality of any proprietary or confidential information or data developed by CGPR on behalf of Client or disclosed by Client to CGPR. Due to the nature of our services, we may be privileged to manage the information, as necessary, in all facets of integrated communications. Signed confidentiality agreements for all CGPR staff members and subcontractors providing public relations services to Client will be provided upon Client request.

### **4. INDEMNITY**

Client hereby agrees to indemnify and hold CGPR harmless from any loss, damage, claim, liability, injury or action, including counsel fees or expenses, arising from Client's negligence or willful omission relating to its performance under this Contract.

CGPR shall protect, indemnify and hold harmless Client from any and all loss, damage, claim, liability, injury or action, including counsel fees and expenses, directly or indirectly arising out of CGPR's negligence or willful omissions relating to its performance of work pursuant to this Contract.



## 5. TIMING

CGPR commenced work April 4, 2022 and will continue this project until terminated by either party giving written notice with 30 days written notice.

## 6. COMPENSATION

Client shall pay CGPR a fee as outlined in the scope of work addendum as compensation for CGPR's services, to be invoiced as incurred. In addition, Client shall reimburse CGPR for reasonable out-of-pocket expenses if incurred (such as but not limited to travel, mileage, couriers, express delivery, etc.) for work performed during the invoice period. Out-of-pocket expenses will be supported with receipts. CGPR invoices are payable 30 days after receipt.

## 7. TERMINATION

CGPR's appointment under this agreement shall be effective from April 4, 2022 and will continue this project until terminated by either party giving written notice with 30 days written notice. Either party may terminate this Contract upon giving written notice thirty (30) days to the other party in the event of material breach of this Contract by the other party including but not limited to failure of Client to make payment to CGPR in accordance with future Addendums. In the event of termination of this Contract, Client shall, within thirty (30) days of receipt of CGPR's invoice, pay CGPR for all services rendered and expenses incurred relating to CGPR's providing services to Client or provide CGPR with a written objection to payment of CGPR's fees. If Client makes no such objection within ten (10) days of the invoice date, the invoice shall be deemed accepted by Client, and Client shall be entitled to make no later objection to payment of CGPR's services as invoiced. In the event Client fails to make timely payment or objection as required herein, CGPR shall be entitled to charge five percent (5%) interest on all unpaid invoices that remain unpaid thirty (30) days after the date of invoice.

Upon termination of this Agreement, provided that there is no outstanding indebtedness then owing by Client to CGPR, CGPR shall transfer, assign and make available to Client all property, original documents and materials (excluding data/information through lease/agency subscription services) in its possession or control belonging to Client, as well as all property and materials developed, produced or acquired by subcontractors of CGPR.

Until full payment by Client to Common Ground Public Relations, Inc., of all amounts due to CGPR, any and all work product provided by CGPR to Client including but not limited to intellectual property, slogans, designs, market research, demographic information, publications, press materials and marketing information or services of any kind shall (a) remain the sole and exclusive property of CGPR and (b) not be used by Client for any purpose. Client agrees that, in addition to any other remedies, CGPR may enforce this provision by injunction and recover from Client the attorneys' fees and costs of such enforcement and the attorneys' fees and costs of collecting any amounts due CGPR.

8. GOVERNING LAW

This agreement shall be construed and enforced under the substantive laws of the State of Missouri. Venue for any action between the parties shall be exclusively in the Circuit Court of St. Charles County, Missouri and both parties agree to the exclusive jurisdiction of that court.

9. EMPLOYMENT OF ILLEGAL ALIENS

CGPR will comply with and satisfy the requirements of Sec. 285.530.2, RSMo. 2016, which requires as a condition for the award of any contract or grant in excess of five thousand dollars by any political subdivision of the State of Missouri to a business entity, that the business entity 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 service, and requires every such business entity to also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

NAME (CLIENT)

*MS* 3.28.24  
Executed by Michael Snowden Date

\_\_\_\_\_  
Title City Administrator



COMMON GROUND PUBLIC RELATIONS, INC. (CGPR)

*Shirley L. Bontle* March 21, 2024  
Executed by Date

*President; CEO*  
Title

Addendum

Select O'Fallon  
FY 2024 Marketing Scope

Monthly Scope

- Blog Posts: up to 12/year
- LinkedIn: planning, posting, monitoring, reporting
- \$2,877 + \$262/blog

Periodic Additional Items

- Quarterly CNR bylined pieces
  - Interviewing 2-3 people
  - Research
  - Writing/editing
  - \$2,400/each
- Periodic CNR digital stories
  - Interviewing 1 person
  - Research
  - Expanded blog post, etc.
  - \$500/each
- Periodic Media Relations
  - Assist with up to 5 media opportunities
  - \$1,000/each not to exceed \$5,000/year