



Agency Services Agreement

I. Parties and Term

This is a contract for public relations services between the DEBERRY GROUP and ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT. The agreement is to commence October 1, 2019 and continue until September 30, 2020. At the end of the period, the parties will have the right to extend and renegotiate the agreement for a period to be determined by written addendum to this contract. Services outside the agreement may also be provided by ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT'S request without written addendum to this agreement.

This agreement will become effective on the date agreed to by the parties and will continue in force from that date until terminated upon thirty (30) days written notice by either party to the other.

II. Appointment

The DEBERRY GROUP has been appointed crisis communications agency of record for ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT. If requested, DEBERRY GROUP will sign client confidentiality forms and/or any other specified forms required.

III. Agency Compensation

These services will be provided to ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT in return for compensation on a retainer basis of \$6,000 plus applicable sales tax per month, to be paid upon receipt of invoice.

1. Account Service

THE DEBERRY GROUP will provide crisis communications management, public relations and counsel, which may include internal and external communications strategy, media relations, stakeholder relations, and support to develop materials such as key messages, fact sheets, press releases, website copy, and letters to the school community.

Under this agreement, ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT will be charged for additional products and/or services as ordered by ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT, which are not part of the services covered by the terms of this Agreement at THE DEBERRY GROUP's current rates for additional products and/or services.

2. Other Charges

Software licensing fees, travel, printing, postage, and shipping charges will be billed at the agency's cost, up to \$8,000, when incurred on behalf of ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT. Additional costs above the agreed upon amount will be approved before billing. Sales tax is billed by the agency for applicable services and products unless a sales tax exempt certificate is provided.

IV. Agency Indemnification

ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT agrees to indemnify the DEBERRY GROUP from and to hold it harmless against any and all losses, claims, damages, expenses or liabilities which the DEBERRY GROUP may incur, based on any defect in or misrepresentation of products produced or sold by ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT or any information or data concerning ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT or its products or services, provided the advertising or promotional material involved in such losses, claims, damages, expenses or liabilities has been approved by ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT for publication or distribution.

V. Agreement

As of this day, it is mutually agreed upon by THE DEBERRY GROUP and ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT the terms of this agreement shall apply to any and all work requested by ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT and undertaken on their behalf by THE DEBERRY GROUP in witness whereof we affix our hands:

Albert Valencia Date _____
ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT

Trish DeBerry
THE DEBERRY GROUP