

**PROFESSIONAL SERVICES AGREEMENT
FOR MARKETING SERVICES
BETWEEN
DEEP ROOTS SMALL BUSINESS SERVICES AND
THE CITY OF JOHNSON CITY, TEXAS**

This Professional Services Agreement for Marketing Services (“Agreement”) is entered into by and between the City of Johnson City, Texas (“City”) and Deep Roots Small Business Services (“Consultant”), individually the “Party”, collectively the “Parties”.

Recitals

Whereas, Texas Tax Code Section 351.101 provides for the expenditure of hotel occupancy taxes by a city to promote tourism and the convention and hotel industry in a city; and

Whereas, the City desires to develop in accordance with state law a destination brand and strategic marketing campaign to promote and enhance tourism in the City; and

Whereas, the City issued a request for proposal and upon review of proposals submitted, desires to obtain the marketing services of Consultant, and Consultant agrees to provide said services pursuant to this Agreement.

Now therefore, in consideration of the mutual agreements and covenants set forth herein, the Parties agree as follows:

1. **Recitals.** The foregoing Recitals are true and correct and are incorporated fully herein.
2. **Effective Date; Term; Renewal.**
 - a. **Effective Date; Term.** This Agreement shall be effective upon the last date of execution by the Parties for a term of one year unless terminated sooner as provided herein.
 - b. **Renewal.** The City may, at its discretion, extend or renew this Agreement on the anniversary date for additional three (3) one (1) year terms upon approval by City Council.
 - i. Any renewal extension is subject to and contingent upon the annual fiscal year hotel occupancy tax budget appropriation by the City Council.
 - ii. Contracted compensation for the renewal term shall be subject to the annual budget appropriation.
 - iii. On renewal, duties outlined herein shall be subject to amendment to reflect and in accordance with project progress and/or new projects.
3. **Scope of Services.** Consultant’s services shall encompass the following:
 - a. Develop a marketing campaign to promote the City as not only an overnight destination, but also a year-round leisure tourism destination;

- b. Design and implement advertising campaigns with regional, state, and national coverage featuring the City as an attractive tourism location;
- c. Create and develop strategic marketing campaigns consisting of digital, social, and print media;
- d. Create and develop a brand identity including, but not limited to, a brand guide;
- e. Create marketing promotions to support local events which draw and create overnight visitors;
- f. Develop content for website pages and materials on the City's website; and
- g. Promote the Visitor Information Center as a point of contact for inquiries and information to attract visitors to the City's lodging facilities.

4. Production and Performance of Services.

a. **Duties.** Consultant shall perform and complete all necessary evaluation, design, and related functions required as outlined in the City's *Request for Qualifications/Proposals Marketing/Creative/Media Buying/Public Relations Services* attached hereto as "Exhibit A" and incorporated fully herein. ("RFQ").

b. **Project Deliverables.** Consultant shall produce, subject to the approval of the City as provided below, the following deliverables up to the rates indicated, with the project sum total not to exceed the contracted compensation provided herein:

i. **Branding.** Develop a distinctive brand package. \$15,000.00

ii. **Social / Web.** Website upgrade and social media channel upgrade, which shall include the following:

Set up new domain and website. Redirect existing domains.	\$15,000.00
Event calendar / landing page.	\$ 5,000.00
Hotel and lodging search.	\$ 7,500.00
Limited sample itineraries.	\$ 5,000.00

iii. **Maps.** Create print and digital maps. \$10,000.00

iv. **City Event Signage.** \$ 2,500.00

c. **Additional Duties.**

i. Consultant shall submit to the City Council a monthly progress report of services performed.

ii. Consultant shall attend a minimum of two (2) City Council public meetings and present progress and status updates.

- iii. Consultant shall be available and participate in any public involvement activities related to this Agreement.
- d. Notice to Proceed on Approval. Prior to implementation of any project outlined above, Consultant shall submit a completed project proposal in hard copy and digital forms to the City for review and approval. Upon approval, the City shall issue a Notice to Proceed letter. Consultant shall not initiate any project or perform any work on a project without a Notice authorizing such work. The City shall not compensate for any work initiated or performed by Consultant prior to issuance by the City of a Notice to Proceed.

5. Performance Criteria and Standard.

- a. Required Standard. Consultant shall conduct all evaluation, design, and related functions required for the development of a brand identity in accordance with City approved specifications and standards contained in the City's RFQ.
- b. Specifications and Accuracy. Consultant shall be responsible for the completeness and accuracy of all designs, drawings, and specifications submitted by the Consultant, including compliance with all applicable codes, ordinances, regulations, laws, and statutes.
- c. Completeness and Compatibility. All design work shall be complete and include all components necessary to function properly in electronic, paper, and/or other pertinent medias.
- d. Regulations and Trademark Infringement. Consultant's work shall comply with all applicable state, local, and federal rules, regulations, and standards for marketing and public relations services. City shall not be deemed liable for trademark infringement by Consultant.
- e. Professional Standards. Consultant shall exercise a degree of care and diligence in the performance of all services under this Agreement and shall perform all responsibilities under the standard of care and skill ordinarily exercised by members of the public relations and marketing profession performing similar services. Consultant's services shall be performed as expeditiously as is consistent with said standards and the orderly progress of the Projects.
- f. Review and Approval. All work by Consultant shall be performed to the satisfaction of the City. Any services or products not accepted by the City due to nonconformance with these requirements must be corrected or reworked by Consultant at no charge to the City and within a reasonable time as agreed to by the Parties. Failure by Consultant to produce and provide acceptable and suitable services or products in accord with this Agreement shall serve as ground for termination of this Agreement. Determination on acceptance by the City is final, binding, and conclusive, and shall be in writing.

6. Compensation; Payment; Fees and Costs.

- a. Compensation. The total compensation amount for services performed shall not exceed \$60,000.00 for the term of this Agreement. Consultant shall be responsible for payroll and related taxes.

- b. Invoice; Payment. Consultant shall submit a monthly invoice to the City detailing the services and related charges. Upon review and approval, City shall remit payment within thirty (30) days of receipt payable to Consultant at the respective address provided herein.
- c. Exclusions. The total compensation does not include costs for photography, print costs, or ad placement.
- d. Additional Costs. No additional fees or expenses of Consultant shall be charged by Consultant nor be payable by the City unless approved by the City pursuant to a duly authorized change order. The Parties agree that all compensable expenses of Consultant have been provided for in the total compensation to Consultant, as specified above. Total payments to Consultant cannot exceed that amount without written prior approval and agreement of the Parties and City Council.

7. Insurance.

- a. Required. Consultant shall procure and maintain, at its expense, for the term of this Agreement vehicular, operational, professional, and contractual liability insurance with an insurance company authorized to transact business in the State of Texas.
- b. Amounts. Said insurance shall be in amounts as follows:
 - i. Commercial General Liability insurance with limits of not less than \$2,000,000 general aggregate limit and \$1,000,000 each occurrence, combined single limit;
 - ii. Professional liability errors and omissions: not less than \$1,000,000 each claim/annual aggregate;
 - iii. Workers Compensation at statutory requirements.
- c. Certificates. The certificates of insurance shall name the City as Additional Insureds and shall also contain a statement requiring a minimum of thirty (30) days advance written notice of cancellation, non-renewal, or material restriction of coverage terms or limits, to be provided to the City from the insurance company by signed receipt delivery at the address listed herein.
- d. To the City. Consultant shall provide evidence of insurability to the City prior to initiation of provision of services.

8. Ownership; Documents.

- a. City Ownership. All writings, documents, drawings and photographs, information and/or source files in whatsoever form and character produced by Consultant pursuant to the Agreement shall be the exclusive property of the City. No such writings, documents, information, or source files shall be subject to any copyright, trade marking, or proprietary claim by Consultant or independent third party. Consultant understands and acknowledges that, the City, as the exclusive owner of any such writings, documents, information, and source files, has the right to use all such writings, documents, information, and source files as the City desires without restriction.

- b. **Retention.** Consultant shall maintain all documents and shall retain said documents for a period of ten years after termination of this Agreement. Consultant shall provide electronic files or documents to the City upon request and at no additional cost to the City.
 - c. **City Use Only.** Reproductions of such records, information, materials, and other work products in whole or in part may not be used for any other purpose outside of this Agreement by Consultant.
 - d. **Information Requests.** Public information requests for documents made to Consultant shall be referred to the City for processing and disposition.
 - e. **Survival.** This obligation shall survive termination of this Agreement.
9. **Independent Contractor; No Joint Venture or Third-Party Rights.** Consultant is an independent contractor and shall not be considered an employee or agent of the City. Consultant shall be responsible for the acts and omissions of its employees and/or subcontractors. This Agreement shall not be deemed or construed by the Parties or by any third person to create the relationship of principal and agent, partnership, joint venture, or any other association between the Parties, other than the relationship described herein. This Agreement is not intended to confer any, rights, privileges, or causes of action upon any third party. The City shall not be obligated or liable under this Agreement to any party, other than to the Consultant, for the payment of any monies or the provision of any goods or services.
10. **Social Media and Website Policy.** Consultant understands that while considered an independent contractor, Consultant, in its duties as a city marketer/promoter, serves as a representative of the City. As such, Consultant agrees to abide by the following rules of conduct regarding the use of social media and websites and relating to the City and City business:
- a. **Disclaimer.** In postings on social media accounts or websites, Consultant shall state clearly that “the views expressed on this site are Consultant’s (name of affiliated individual) personal views only, and they do not reflect the views of the City of Johnson City, its staff, or its officials.” This statement shall be placed as a disclaimer and should be included along with any post that would otherwise violate this section;
 - b. **Personal Accounts.** Consultant’s personal social media accounts or websites may not be designated in a way that would cause users to believe that the site is administered or endorsed by the City, including the unauthorized use of City logos or City trademarks;
 - c. **Prohibited Postings.** Consultant is prohibited from posting on personal or social media accounts or websites sexually explicit images, videos, cartoons, jokes, messages, or other material that would be considered derogatory to the City; and
 - d. **Security** For online safety, Consultant shall not provide personally identifiable information within social media accounts or websites, including addresses, telephone numbers, or e-mail addresses.

11. INDEMNIFICATION.

- a. **CONSULTANT AGREES TO, AND SHALL, INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY AND CITY'S ELECTED OFFICIALS, OFFICERS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL LIABILITY, LOSS, CLAIMS, DEMANDS, DAMAGES, SUITS, COSTS, INCLUDING ATTORNEY'S FEES, AND CAUSES OF ACTION OF ANY NATURE WHICH ARISE OUT OF CONSULTANT'S PERFORMANCE OF THE DUTIES AND ACTIVITIES UNDER THIS AGREEMENT INCLUDING ANY ACTS OR OMISSIONS OF CONSULTANT, ANY AGENT, OFFICER, EMPLOYEE, OR SUBCONTRACTOR OF CONSULTANT.**
- b. **IN ADDITION, CONSULTANT AGREES TO INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY AND CITY'S ELECTED OFFICIALS, OFFICERS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL DAMAGES, INCLUDING ATTORNEY'S FEES AND COURT COSTS, SUFFERED, OR INCURRED BY THE CITY ARISING FROM ANY TRADEMARK INFRINGEMENT OR CLAIM OF TRADEMARK INFRINGEMENT RESULTING FROM CONSULTANT'S PERFORMANCE IN CONNECTION WITH THIS AGREEMENT.**
- c. **NOTHING CONTAINED IN THIS AGREEMENT SHALL BE CONSTRUED AS A WAIVER OF OR RELINQUISHMENT OF GOVERNMENTAL OR SOVEREIGN IMMUNITY BY THE CITY.**
- d. **THE INDEMNITY PROVIDED HEREIN SHALL SURVIVE TERMINATION AND/OR EXPIRATION OF THIS AGREEMENT.**

12. Termination.

- a. **Basis. This Agreement may be terminated:**
 - i. **By either Party for convenience upon 30-day advance notice to the other Party;**
 - ii. **By either Party for cause upon notice setting forth the basis for the termination and failure by the recipient party to cure the default or to initiate cure of the default described in the notice within ten business (10) days after the date of the notice;**
 - iii. **By the City for failure by Consultant to produce and provide acceptable and suitable services or products in accordance with the standards of this Agreement; or**
 - iv. **In the event of Consultant's bankruptcy or discontinuance of its business.**
- b. **Compensation on Termination. Upon termination in either of these circumstances, compensation shall be paid to Consultant for services provided up to the date of termination; except compensation shall be based at hourly rate of \$25.00/hour where termination is based on unsatisfactory and/or disapproved services. Consultant shall submit to the City for approval within 30 days of the date of termination an itemized invoice of time and services performed, and shall deliver to the City all plans and documents of work performed up to the date of termination. Compensation shall issue upon receipt of these items.**

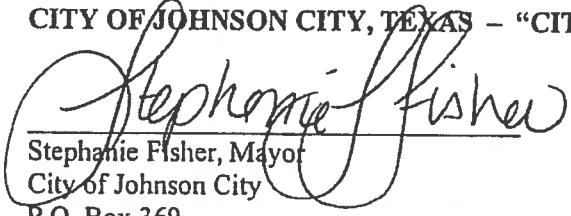
13. **Waiver of Rights.** The rights and remedies provided by this Agreement are cumulative. The use of any one right or remedy by either Party shall not preclude or waive its right to use any or all other remedies. The failure of any Party to enforce any provision of this Agreement shall not be construed as a waiver of limitation to that Party's right to subsequently enforce and compel strict compliance with every provision of the Agreement.
14. **Applicable Law; Venue; Legal Fees.** The laws of the State of Texas shall govern this Agreement. Venue shall be in Blanco County, Texas. In the event of litigation, each Party shall be responsible for its own costs and fees of negotiation, mediation, or litigation.
15. **Severability.** The provisions of this Agreement are severable. If a court of competent jurisdiction finds that any provision of this Agreement is unenforceable, the remaining provisions will remain in effect without the unenforceable parts.
16. **Notice.** Any notice required shall be in writing and deemed given (i) three days after being deposited in the U.S. mail, postage prepaid, certified or registered, return receipt requested; or (ii) one day after being sent by overnight courier, charges prepaid; and addressed as first set forth herein or to such other address as the Party to receive the notice or request so designates by written notice to the other.
17. **Assignment.** This Agreement may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of the parties.
18. **Entire Agreement; Amendment.** This Agreement, together with its exhibits, represents the final and entire agreement between the Parties. This Agreement supersedes any prior oral or written communications, representations, or agreements between the Parties. This Agreement may be modified or amended at any time in writing signed by both Parties and upon City Council approval.
19. **Authority; Counterparts.** Each person who signs this Agreement states that he has the express authority to sign this Agreement and to bind the entity he represents to all the terms and conditions stated herein. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document. Facsimile or electronic transmission of executed signatures are deemed to constitute fully enforceable and binding originals.

Signature page[s] follow.

Remainder of page intentionally left blank.

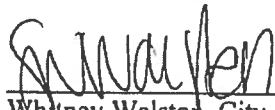
IN WITNESS WHEREOF, the Parties, by their authorized representative, agree and execute this Agreement to be effective as of the last date indicated below.

CITY OF JOHNSON CITY, TEXAS - "CITY"


Stephanie Fisher, Mayor
City of Johnson City
P.O. Box 369
303 E. Pecan Drive
Johnson City, Texas 78636

Date 6/13/23

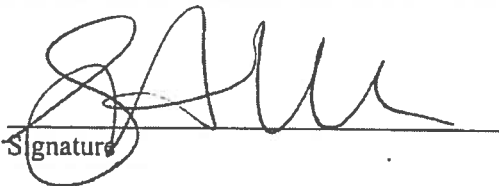
Attest:


Whitney Walston, City Secretary

Date 6/13/23

DEEP ROOTS SMALL BUSINESS SERVICES - "CONSULTANT"

401 E. Main Street
P.O. Box 2107
Johnson City, Texas 78636


Signature

Date 6/14/23


Printed Name and Title

EXHIBIT A

**City of Johnson City
Request for Qualifications/Proposals
Marketing / Creative / Media Buying / Public Relations Services**



**VISIT JOHNSON CITY
REQUEST FOR QUALIFICATIONS / PROPOSALS
MARKETING / CREATIVE / MEDIA BUYING / PUBLIC RELATIONS SERVICES**

**Bids Due: January 27, 2023 at 3 p.m. CST
303 E. Pecan Dr. (Physical)
P.O. Box 369 (Mailing)
Johnson City, Texas 78636
(830) 868-7111 (830) 868-7718 fax**

VISIT JOHNSON CITY

MARKETING & PUBLIC RELATIONS SERVICES – REQUEST FOR QUALIFICATIONS / PROPOSALS

The City of Johnson City, Texas requests that each firm provide a written presentation outlining the firm's qualifications for marketing, creative, media buying, and public relations services.

BACKGROUND

The City of Johnson City, Texas (the "City") is a Type A General Law Municipality located within the Texas Hill Country. Incorporated in 1944, Johnson City seeks to promote tourism and the convention / hotel industry through marketing research, advertising, and public relations efforts.

Each respondent shall furnish the information required in the Scope of Services. Responses submitted in any other format may be rejected at the sole discretion of the City.

It is the respondent's responsibility to ensure that responses are received by the City, 303 E. Pecan Dr. (Physical), P.O. Box 369 (Mailing), Johnson City, Texas 78636, no later than the closing deadline stated on the cover page. Responses received after the closing deadline will not be accepted or considered. No telegraphic or facsimile responses will be considered.

All responses must be submitted with one (1) original and two (2) copies. The original and copies must include the Request for Qualifications / Proposals cover page, the signature section, any section on which annotations are required or exceptions are taken, and any supporting documentation or literature being submitted with the response.

It will be the responsibility of the respondent to contact the City prior to submitting a response to ascertain if any addenda have been issued, to obtain all such addenda, and to return executed addenda with their response.

The winning respondent will report directly to the Chief Administrative Officer (CAO) on its activities in accordance with other policy. The winning respondent will be required to present updated materials, ideas, and designs to the City Council quarterly.

The winning respondent will assume responsibility for the performance of all required services, whether or not subcontractors are involved. The City will consider the winning respondent to be the sole point of contact with regard to all materials and will not maintain contacts with any subcontractors. The winning respondent will specify any subcontractors it intends to use and what their function(s) will be.

All materials, ideas, designs, and layouts developed for the City under this contract are the property of the City, may not be used for any other purpose without prior written consent, and will remain the sole property of the City regardless of termination of services for any reason. If

subcontractors are used, the winning respondent shall obtain all necessary releases to ensure all materials, ideas, and layouts are the property of the City.

RESPONSE AND SIGNATURE SECTION

The City reserves the right to reject any or all responses, without recourse, to waive technicalities, or to accept the response which, in its judgement, best serves the interests of the City. Respondent's submittal costs are considered an operational cost of respondents and shall not be passed on to or be borne by the City.

The City reserves the right to request any additional information needed for clarification from any respondent(s) during the evaluation period of the responses.

Failure to comply with these instructions may be cause of disqualification of your response.

Firm

Date

Authorized Signature

Print Name and Title

RFQ / P responses and any questions regarding this RFQ / P should be addressed and submitted to:

Rick A. Schroder, Chief Administrative Officer
303 E. Pecan Dr. (Physical)
P.O. Box 369 (Mailing)
Johnson City, Texas 78636
(830) 868-7111 (830) 868-7718 fax
rschroder@johnsoncitytx.org

GENERAL PROVISIONS

Any contract resulting from this RFQ / P is deemed effective only to the extent of funds available, and it shall contain the following provisions. At the time of contracting services, materials, equipment, or other items, other provisions may be added, as determined by the City.

Any permits, licenses, or fees required will be the responsibility of the respondent and no separate payment will be made for same.

All documents and other materials made or received in conjunction with this project will be subject to the public records disclosure requirements of State Law, unless exempted therein. Responses will become part of the public domain upon opening and respondents shall not submit information or pages either marked "proprietary" or otherwise restricted in any way.

Special Provision – There is one (1) attachment to this RFQ / P and is to be attached with the completed RFQ / P by respondent. **Attachment A – Insurance and Risk Management Requirements**

SCOPE OF SERVICES

The purpose of the RFQ / P is to obtain the service of an agency qualified to handle the City of Johnson City, Texas and its goal to promote tourism and the convention / hotel industry. The City is seeking a full-service marketing / creative / media buying / public relations firm with extensive experience in destination marketing.

Advertising, promotions, and public relation efforts are targeted to, but not limited to, major domestic markets throughout the State of Texas and North America.

The winning respondent shall be the principal provider and / or advisor to the City for the following related services:

1. Creation and development of a creative advertising strategy and overall advertising campaign.
2. Production and execution of an advertising campaign.
3. Evaluation of advertising (creative) campaigns.
4. Provide strategic recommendations / input to the City on a quarterly and annual basis.
5. Media planning and buying.
6. Creation and host of the Visit Johnson City website and any other sub-websites that are owned by the City.
7. Create advertising components that are consistent with print, online, television, radio, and social media campaigns.
8. Other related advertising / marketing activities, as directed.

The City requires unique, innovative concepts and strategies that will produce quantifiable results.

The winning respondent will work with City Staff and should be able to suggest strategies to expand the impact of a branding and marketing campaign, while allowing for the broadest possible exposure. Such strategies may include maximizing the use of cooperative advertising, as well as identifying promotional and public relations opportunities.

RESPONSE FORMAT

Response must be submitted on paper (numbered, typed, with headings, sections, and subsections identified appropriately).

All respondents shall submit all required information at the time of the submission of responses. Failure to provide the required information will affect the evaluation of the response.

1. **Transmittal Letter**

The letter must be on official business letterhead of the organization proposing to become the winning respondent. The letter is to transmit the RFQ / P and shall identify all material and enclosures being forwarded.

2. **Organization Ownership and Management**

- a. Provide the name, address, and telephone number of the legal entity with whom the contract will be written and all trade names used.
- b. Provide the name, address, and telephone numbers of the organization's principal officers and other owners, as well as subcontractors identified in the proposal.
- c. Identify type of business (sole proprietorship, partnership, corporation, etc.).
- d. If respondent is a corporation, provide copy of the certification from Texas Secretary of State verifying respondent's status and good standing.
- e. Provide FEIN (Federal Employer Identification Number) of respondent or SSNs (Social Security Number) in the case of sole proprietorship or partnerships.

3. **Organization's Structure and Experience**

- a. Provide an organizational chart of the organization, including contact points between the organization and the City. Include all subcontractors to be employed on the project.
- b. Disclose the organization's total number of employees, both full and part time.
- c. Provide a short history of the organization and include a history of subcontractors to be employed on these projects.
- d. Disclose the name(s) of the person(s) in the organization management who will work on the account and how much of his or her time will be spent on the account.
- e. Provide a summary noting the qualifications and experience of each person who will work on the account, as well as any subcontractors.
- f. Provide hours of operation and staffing availability.
- g. Describe the organization's experience in tourism, or directly related field. Include tourism experience of all subcontractors.

- h. Identify any accounts the organization is handling which may be perceived to be in competition with the City or which may pose a conflict of interest.
 - i. Provide examples of work developed by your creative team in each medium: online, social media, print, television, radio, collateral, direct mail, and, if available, interactive media. Work examples should include standard objectives, target audience, strategy, and results of each medium.
 - j. Any additional information that respondent considers pertinent for consideration should be included in a separate section of the response.
- 4. Proximity to and Familiarity with the City of Johnson City, Texas
Describe the respondent's familiarity with the City of Johnson City, Texas, or similar city.
- 5. Client Information for each Area of Concentration (Marketing / Creative, Media Buying, Public Relations, Website Creation/Management / Hosting)
 - a. List your current clients in declining order of size and the years you have worked for them.
 - b. Name the two most recent past clients. Have any of these terminations been due to agency non-performance? If so, explain.
 - c. Provide names of any travel / tourism clients you now serve.
 - d. Provide a list of accounts gained in the past two years and comment on why your organization was chosen to service these new accounts.
- 6. Billing
 - a. Provide methodology and options for pricing all projects that may be assigned through the contract term as it relates individually to advertising, creative, public relations, marketing services, and website creation, maintenance, and hosting.
 - b. Identify percent (%) commission on media buys.
- 7. Additional Information
Any additional information that respondent considers pertinent for consideration should be included in a separate section.

CONSIDERATION OF RESPONSES AND EVALUATION

SELECTION PROCESS

The Chief Administrative Officer will receive responses from potential respondents in response to this RFQ / P. Based on the responses to the criteria listed in the RFQ / P, the Chief Administrative Officer will short list respondents for further consideration.

Short-listed respondents will be invited to make formal presentation(s) to the City Council. The

City Council will evaluate the responses and rank the respondents with whom negotiations shall be pursued. Negotiations will begin with the most responsive / responsible respondent until a mutually-agreeable contract is reached with one of the ranked respondents. The proposed contract shall be submitted to the City Council for approval.

ATTACHMENT A – INSURANCE REQUIREMENTS

Respondent shall provide the following described insurance, except for coverage specifically waived by the City, on policies with insurers acceptable to the City.

The insurance requirements shall not limit the liability of the respondent. The City does not represent that these types and amounts of insurance are sufficient or adequate to protect respondent's interests or liabilities, but are merely minimums.

Respondent's insurance policies shall be endorsed to name the City as an additional insured to the extent of the City's interests arising from any contract or agreement between the City and respondent.

Respondent waives its right of recovery against the City to the extent permitted by its insurance policy limits.

- Workers' Compensation insurance in accordance with the laws of the State of Texas.
- Commercial General Liability insurance with limits of not less than:
 - \$2,000,000 General Aggregate Limit; and
 - \$1,000,000 Each Occurrence, combined single limit.
- Professional Liability and Errors and Omissions insurances with limits not less than \$1,000,000 each claim/annual aggregate.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/05/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Steward Risk 200 East Grayson St. Ste 210 San Antonio TX 78215		CONTACT NAME: Makayla Lineberry PHONE (A/C, No., Ext): +1 2108849939 E-MAIL ADDRESS: makayla@stewardrisk.com	FAX (A/C, No):
INSURED Deep Roots Small Business Services LLC 453 Old River Xing Johnson City TX 78636-4998		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Sutton Specialty Insurance Company	NAIC # 16848
		INSURER B: Employers Preferred Insurance Company	10346
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y		SSC-GIG0001221	7/1/2023	7/1/2024	EACH OCCURRENCE \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
	<input type="checkbox"/> MED EXP (Any one person) \$ 5,000						PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						\$
	<input type="checkbox"/> NON-OWNED AUTOS ONLY						\$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR						AGGREGATE \$
	EXCESS LIAB						\$
	<input type="checkbox"/> CLAIMS-MADE						\$
	DED RETENTION \$						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A		EIG5297918-00	6/21/2023	6/21/2024	PER STATUTE OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability	Y		SSC-GIG0001221	07/01/2023	07/01/2024	OCCURRENCE \$ 1,000,000
							AGGREGATE \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Additional Insured: The City of Johnson City

A minimum of thirty (30) days advance written notice of cancellation, non-renewal, or material restriction of coverage terms or limits, to be provided to the City from the insurance company by signed receipt delivery at the address listed herein.

CERTIFICATE HOLDER**CANCELLATION**

City of Johnson City 303 E. Dr. (physical) P.O Box 369 (mailing) Johnson City TX 78636	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Robert Rochelle</i>
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