

**CITY OF EL PASO, TEXAS  
AGENDA ITEM DEPARTMENT HEAD'S SUMMARY FORM**

**DEPARTMENT:** City Manager's Office & Economic Development

**AGENDA DATE:** March 27, 2007

**CONTACT PERSON/PHONE:** Joyce A. Wilson, City Manager (915) 541-4844, or Kathryn B. Dodson, PhD, Director Economic Development (915) 541-4670

**DISTRICT(S) AFFECTED:** ALL

**SUBJECT:**

Regular Agenda: Discussion and action that the City Manager be authorized to sign a Personal Services Contract by and between the City of El Paso and Morris Pittle, for the development, management, oversight and launch of a brand identity campaign for the City of El Paso. The term of this Personal Services Contract shall be for the period of one (1) year, with two (2) one (1) year options to extend.

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**BACKGROUND/DISCUSSION:**

The City is interested in pursuing the development of brand identity campaign intended to develop the City's brand in order to more effectively market the City of El Paso for potential economic development opportunities. The City, through its Economic Development Department, desires to engage Morris Pittle to perform various services relative to the development of the City's brand identity campaign and the related communication plan for the City of El Paso. Morris Pittle possesses the skills necessary to oversee the development of the City's branding campaign on behalf of the City;

**PRIOR COUNCIL ACTION:**

Has the Council previously considered this item or a closely related one?  
No

**AMOUNT AND SOURCE OF FUNDING:**

How will this item be funded? Has the item been budgeted? If so, identify funding source by account numbers and description of account. Does it require a budget transfer?  
General Fund

**BOARD/COMMISSION ACTION:**

Enter appropriate comments or N/A.  
N/A

\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

**LEGAL:** (if required) \_\_\_\_\_ **FINANCE:** (if required) \_\_\_\_\_

**DEPARTMENT HEAD:** \_\_\_\_\_

(Example: If RCA is initiated by Purchasing, client department should sign also). *Information copy to appropriate Deputy City Manager*

**APPROVED FOR AGENDA:**

**CITY MANAGER:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

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07 MAR 16 AM 10:28

# RESOLUTION

## BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the City Manager be authorized to sign a Personal Services Contract by and between the **CITY OF EL PASO** and **MORRIS PITTLE**, for the development, management, oversight and launch of a brand identity campaign for the City of El Paso. The term of this Personal Services Contract shall be for the period of one (1) year, with two (2) one (1) year options to extend.

APPROVED this \_\_\_\_ day of \_\_\_\_\_ 2007.

THE CITY OF EL PASO

\_\_\_\_\_  
John F. Cook  
Mayor

ATTEST:

\_\_\_\_\_  
Richarda Duffy Momsen  
City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Raymond L. Telles  
Assistant City Attorney

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Kathy Dodson, Director  
Economic Development Department

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STATE OF TEXAS )  
 )  
COUNTY OF EL PASO )

**PERSONAL SERVICES CONTRACT**

This **PERSONAL SERVICES CONTRACT** is entered into by and between the **CITY OF EL PASO**, a home rule municipal corporation hereinafter referred to as "City", and **MORRIS PITTLE**, hereinafter referred to as "Employee".

**WITNESSETH:**

**WHEREAS**, the City is interested in pursuing the development of brand identity campaign intended to develop the City's brand in order to more effectively market the City of El Paso for potential economic development opportunities;

**WHEREAS**, the City, through its Economic Development Department desires to engage the Employee to perform various services relative to the development of the City's brand identity campaign and the related communication plan for the City of El Paso; and

**WHEREAS**, Employee possesses the skills necessary to oversee the development of the City's branding campaign on behalf of the City;

**NOW, THEREFORE**, for the consideration set forth in this Contract and its attachments, the parties hereto mutually agree as follows:

1. **SCOPE OF SERVICES.** Employee shall perform the services and provide the deliverables required for the development, oversight, management and launch of the City's brand development campaign, including but not limited to the following: (i) the development of a Brand Standards Manual; (ii) the implementation of the executive/maintenance phases of the campaign (including budget development and consultation with City departments); (iii) the management of the production aspects required for the brand development campaign (i.e. television and print ads); (iv) the oversight and guidance of City staff on the solicitation process for the campaign's production companies; (v) the oversight of the production process (including timelines, casting, and post-production activities); (vi) the completion of a digital photo shoot; and (vii) the oversight of the final brand campaign launch.

The services required of Employee are more fully enumerated within **EXHIBIT A**, which is attached hereto and incorporated herein for all purposes. All such services shall be provided under the terms and conditions hereinafter stated, and the Employee hereby accepts and agrees to perform such personal services for the City on behalf of the Economic Development Department of the City of El Paso, Texas. The Employee shall serve as the City's representative in those phases of the brand identity development project to which this Contract applies and shall give consultation and advice to the City during the performance of services.

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2. **TERM.** The term of this Contract shall be one (1) year from date of final execution by the City and shall include two (2) additional one (1) year options, at the sole discretion of the City.

3. **TERMINATION.** This Contract may be terminated as provided herein.

A. **TERMINATION BY CITY.** It is mutually understood and agreed that the City may terminate this Contract, in whole or in part for the convenience of the City, upon **thirty (30) consecutive calendar days** written notice. It is also understood and agreed that upon such notice of termination, the Employee shall cease the performance of services under this Contract. Upon such termination, the Employee shall provide a final invoice. City shall compensate Employee in accordance with this Contract; however, the City may withhold any payment to the Employee that is held to be in dispute for the purpose of setoff until such time as the exact amount due the City from the Employee is determined. The City also retains the right to immediately terminate this Contract for default if the Employee violates any local, state, or federal laws, rules or regulations that relate to the performance of this Contract.

B. **TERMINATION BY EITHER PARTY.** It is further understood and agreed that either party may terminate this Contract in whole or in part; provided, however, that any such termination shall be made for failure of one party to substantially fulfill its obligations, pursuant to this Contract, through no fault of the other party. No such termination shall be made, unless the other party being terminated is granted: (i) written notice of intent to terminate enumerating the failures for which the termination is being sought; (ii) a minimum of **seven (7) consecutive calendar days** to cure such failures; and (iii) an opportunity for consultation with the terminating party prior to such termination. In the event of termination by the City pursuant to this subsection, the City may withhold payments to the Employee for the purpose of setoff until such time as the exact amount due the City from the Employee is determined.

C. **TERMINATION SHALL NOT BE CONSTRUED AS RELEASE.** Termination by either party shall not be construed as a release of any claims that the terminating party may be lawfully entitled to assert against the terminated party. Further, the terminated party shall not be relieved of any liability for damages sustained by the terminating party by virtue of any breach.

4. **COMPENSATION AND METHOD OF PAYMENT.**

A. **PAYMENT TO EMPLOYEE.** The City shall pay to the Employee an initial fee in the amount of **FIFTY THOUSAND AND 00/100 DOLLARS (\$50,000.00)**. The City shall also pay an additional **FIVE THOUSAND AND 00/100 DOLLARS (\$5,000.00)** per month through the term of this Contract in accordance with the invoicing requirements noted below.

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**B. EMPLOYEE'S INVOICES.** The Employee shall bill the City not more often than monthly, through written invoices to the Economic Development Department. All invoices shall be made in writing.

(i) Each invoice shall contain a brief summary indicating, at a minimum, the current invoiced amount and the amount billed to date. In addition to the summary, each invoice shall provide a Progress Report in a form satisfactory to the City's Director of the Economic Development Department. The Progress Report shall describe, at a minimum, the progress of the brand identity development campaign to date also indicating the percentage of completion of each phase.

(ii) The City agrees to pay invoices for all services performed as soon as reasonably possible. Upon dispute, however, the City may, upon notice to the Employee, withhold payment to the Employee for the amount in dispute only, until such time as the exact amount of the disputed amount due the Employee is determined. The total amount paid to Employee shall not exceed **FIVE THOUSAND AND 00/100 DOLLARS (\$5,000.00)** per month, except by written amendment to this Contract, executed by both parties.

**C. NO ADDITIONAL BENEFITS.** The City will provide no additional benefits or consideration for the services required hereunder. Employee agrees that at no time will he make a claim against the City for more than the amounts provided under the terms of this Contract.

5. **INDEMNIFICATION.** To the fullest extent permitted by law, Employee shall indemnify and hold harmless City, and City's officers, directors, partners, agents consultants, and employees from and against any claims, costs, losses, and damages (including but not limited to all fees and charges of any attorneys and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to this Contract, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the work itself), but only to the extent caused by any negligent act or omission of Employee.

6. **NOTICE.** Any notices required under this Contract shall be sufficient if sent by Certified Mail, Return Receipt Requested, postage prepaid, to the City or the Employee at the following addresses:

CITY: City of El Paso  
Attn: City Manager  
2 Civic Center Plaza  
El Paso, Texas 79901

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COPY TO: Economic Development Department  
Attn: Director  
Civic Center Plaza  
El Paso, Texas 79901

EMPLOYEE: Morris Pittle  
500 N. Oregon, 2<sup>nd</sup> Floor  
El Paso, Texas 79901

Changes may be made to the names and addresses noted herein through timely, written notice to the other party.

7. **COPYRIGHT AND REPRODUCTION RIGHTS.** Upon payment of amounts due, any drawings, specifications, concepts, designs, and other documents prepared by the Employee for this brand development campaign including, without limitation, those in electronic form (sometimes referred to as the “Instruments of Service”) are the property of the City, who shall be vested with all common law and statutory rights.
8. **SEVERABILITY.** Should any section, paragraph or other provision of this Contract be found invalid, such invalidity shall not affect the remaining provisions of this Contract.
9. **CONFLICTING PROVISIONS.** Any provision contained in any attachments to this Contract, which may be in conflict or inconsistent with any of the provisions in this Contract shall be void to the extent of such conflict or inconsistency.
10. **LAW GOVERNING CONTRACT.** For purposes of determining the place of the Contract and the law governing the same, it is agreed that the Contract is entered into in the City and County of El Paso, State of Texas, and shall be governed by the laws of the State of Texas. Venue shall be in the courts of El Paso County, Texas.
11. **COMPLETE AGREEMENT.** This Contract constitutes and expresses the entire agreement between the parties hereto in reference to the personal services of the Employee for the City, and in reference to any of the matters or things herein provided for, or hereinbefore discussed or mentioned in reference to such services, all promises, representations and understanding relative thereto herein being merged.

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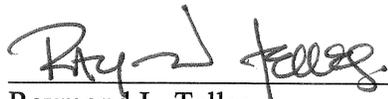
(SIGNATURES BEGIN ON THE FOLLOWING PAGE)

IN WITNESS WHEREOF the parties have executed this contract at El Paso, Texas this  
\_\_\_\_\_ day of March, 2007.

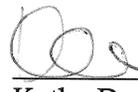
CITY OF EL PASO

\_\_\_\_\_  
Joyce A. Wilson  
City Manager

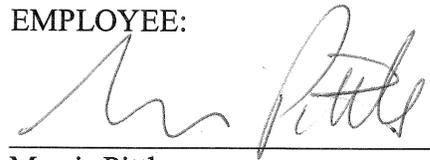
APPROVED AS TO FORM:

  
\_\_\_\_\_  
Raymond L. Telles  
Assistant City Attorney

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Kathy Dodson, Director  
Economic Development Director

EMPLOYEE:

  
\_\_\_\_\_  
Morris Pittle

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EXHIBIT A

Morris Pittle  
Consultant

City of El Paso – Branding Tasks

- A. Brand Standards Manual
  - 1. Graphic:
    - a. Logo, tag, treatments, color palette, photographic guidelines
    - b. Corporate identity – cards, letterhead, envelope, vehicle graphics, website, etc.
  - 2. Conceptual - brand essence, sample creative & messaging criteria
  
- B. Production Tasks: (management)
  - 1. TV
  - 2. Print elements (specific campaigns: Economic Dept retention focused for use by individual departments)
  - 3. Photo shoot
  - 4. Local awareness campaign: outdoor, TV, grassroots
  
- C. Executive/Maintenance Phase:
  - 1. Management – City PIO/Econ Development
  - 2. Budget development/management
  - 3. Departmental plan overviews/consultation
  - 4. Review Marketing Plans for each department
  
- D. TV Production: (6-8 weeks total)
  - 1. Script/storyboard approval – TTC due 2/12, City due 2/21
  - 2. Budget approval – due 2/21
  
- E. Solicit/bid out production companies (30 days?)  
(Directors/Production Companies) see Transistor & Backyard reel
  - 1. Film - on locations, studios, need budget internally
  
- F. Treatment/Timeline from production house
  
- G. Casting (1-3 weeks)
  - 1. Location Scouting – begins 3/28
  - 2. Tech scouting - begins 3/28
  - 3. Pre-production - begins 3/28

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- H. Production
  - 1. 2-3 days – (4/24-26 depending on concept)
- I. Post- production - (1.5 - 3 weeks all together)
  - 1. Offline editorial/ rough cut – 5/7-25
  - 2. Titles/effects/motion graphics/on-line editing (Transfer/color correction)
  - 3. Audio production (2 days- 3 weeks)
- J. Digital Photo Shoot – (3-4 days)
  - 1. Shot list – need all depts./Redco, CVB, Airport input
  - 2. Portfolios - digital
  - 3. Solicit/bid out photographers (2/23-3/23)
  - 4. Timeline from selected company (3/26)
  - 5. Location scout – (4/2-20)
  - 6. Pre-pro (4/4/23-27)
  - 7. Shoot (4/30-5/3)
  - 8. Retouch final (5/7-11)
- K. Elements to Produce Campaign
  - 1. Print, Online, Outdoor
- L. Local Campaign Development
- M. Campaign Track
  - 1. Strategic - starts upon concept approval
  - 2. Conceptual
  - 3. Tactical - need
  - 4. Production - need
  - 5. Execution - need
  - 6. Evaluation - need
- N. Comprehensive Campaign Launch
  - 1. Deliver outdoor, print & TV finals – 6/20-27
  - 2. Local campaign – roll out in July/August

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**City Of El Paso**  
**Project Track**  
**Prepared by Morris Pittle**

Project Lifespan: Estimated creative and strategy valid for minimum 3-5 years.  
Consultant Fee for hours only. Fee is independent of any and all production costs as determined by project track and client approval.  
Approved Expenses billed as incurred at net

**Brand Development – Completed**

Fee: \$20,000 (paid)

**Production:**

TV – 2 Spots

- a. General Market (editable to specific needs)
- b. Alternative (Secondary Demographic)
- c. Co-op (funds from CVB/REDCO/Airport, etc.) Group Effort. Most expensive production aspect.

Print – Estimated 2 Shoots required.

- a. General Image Shoot (Spring) New, updated images
- b. Portraits (Mike O'Brien)
- c. Campaign Development – Ads specific for the city. Local Awareness primarily. Assume that CVB & REDCO to handle their respective disciplines respectively.

Outdoor –

- a. Local Awareness.

Web (City to produce) –

- a. Design for "You Have No Idea" Site needs to reflect tag. Central focal point.

Brand Standards Manual –

- a. Available for all relevant departments.

Fee: \$50,000

Production Costs: Dependant upon approved concepts.

Estimated \$200,000-\$250,000 production costs.

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## Campaign Management

Media (three year plan)

- a. Develop media strategy and comprehensive plan to coordinate all spending across related entities.
- b. Develop local awareness media breakdown and administer local awareness campaign.
- c. Comprehensive post buy analysis and subsequent suggestions

Public Relations

Promotional Strategy/Plan

Grassroots/Viral Marketing Plan (product placement)

Consulting Services

Evaluation (determined by client.)

Fee: \$5,000/month. Initial one year agreement with option to renew. Specific projects estimated independent of fee.

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