



PROFESSIONAL SERVICES AGREEMENT
between
TEXAS A&M UNIVERSITY – SAN ANTONIO
and
KEY IDEAS, INC.

This Professional Services Agreement (“Agreement”) is entered into this 1st day of December, 2021, by **Texas A&M University – San Antonio**, a member of the Texas A&M University System, an agency of the State of Texas (TAMU-SA), having its’ principal place of business at One University Way, San Antonio, Texas 78224 and **Key Ideas, Inc.** (“Contractor”), having its’ principal place of business at 1002 N. Flores, San Antonio, Texas 78212.

WITNESSETH that the Contractor and TAMU-SA, in consideration of the mutual covenants, promises, and agreements herein contained, agree as follows:

1. **SCOPE OF WORK:**

The scope of work includes the work that will be provided as outlined in the attached Appendix A- “Scope of Work”

2. **TERM OF THE CONTRACT:** This Contract shall become effective upon final signature by TAMU-SA for an initial term of 2-3 months, for the project to be completed.

3. **COMPENSATION AND METHOD OF PAYMENT:**

A. The Payment Description of deliverables is outlined in the attached Appendix B – “Price Schedule”

B. TAMU- SA shall compensate the Contractor for the services at the rate of \$28,500, with a 50% deposit of \$14,250.00 paid through ACH payment process within 2-5 days that the Agreement is signed and executed and the remaining payment of \$14,250.00 paid upon completion of the project with in 2-5 days of the completion date through ACH payment process.

C. Payment will be made upon submittal and approval of the Payment Voucher with appropriate invoice and receipts. TAMU-SA shall process all invoices as expediently as outlined in this agreement.

D. In no event shall the Contractor be reimbursed for holidays, sick days, or time other than that actually spent providing the described service(s).

Contractor shall submit invoices to:

Texas A&M University – San Antonio
Attn.: Accounts Payable
One University Way
San Antonio, Texas 78224

Copy of invoice to:

Texas A&M University – San Antonio
Attn.: Procurement Department
One University Way
San Antonio, Texas 78224

4. **VENUE**: This Contract is performable in Bexar County, Texas. Pursuant to Section 85.18, *Texas Education Code*, venue for any suit filed against TAMU- SA shall be in the county in which the primary office of the chief executive officer of TAMU- SA is located. At the execution of this Contract, such county is Bexar County, Texas.
5. **GOVERNING LAW**: The validity of this Contract and all matters pertaining to this Contract, including but not limited to, matters of performance, non-performance, breach, remedies, procedures, rights, duties, and interpretation or construction, shall be governed and determined by the Constitution and the laws of the State of Texas.
6. **SEVERABILITY**: If any part of this Contract shall be held illegal, unenforceable, or in conflict with any law, the validity of the remaining portions shall not be affected hereby.
7. **INDEPENDENT CONTRACTOR**: Contractor is an independent contractor, and neither Contractor nor any employee of Contractor shall be deemed to be an agent or employee of TAMU- SA. TAMU- SA will have no responsibility to provide transportation, insurance or other fringe benefits normally associated with employee status. Contractor shall observe and abide by all applicable laws and regulations, policies and procedures, including but not limited to those of TAMU- SA relative to conduct on its premises.
8. **ASSIGNMENT**: This Contract is not assignable without express written agreement of TAMU- SA and Contractor.
9. **INDEMNIFICATION**: Contractor shall defend, indemnify and hold harmless TAMU- SA, all of its officers, agents and employees from and against all claims, actions, suits, demands, proceedings, costs, damages, and liabilities, arising out of, connected with or resulting from any acts or omissions of Contractor or any agent, employee or representative of Contractor in the execution or performance of this Contract. Indemnification will be limited to payments made and received by the contractor at the date of the claims, actions, suits, or demands.
10. **FORCE MAJEURE**: Neither party will be in breach of its obligations under this Contract or incur any liability to the other party for any losses or damages of any nature whatsoever incurred or suffered by that other party if and to the extent that it is prevented from carrying out those obligations by, or such losses or damages are caused by, a Force Majeure event (as defined below), except to the extent that the relevant breach of its obligations would have occurred, or the relevant losses or damages would have arisen, even if the Force Majeure event had not occurred. "Force Majeure event" is defined as: 1) acts of God; 2) war; 3) act(s) of terrorism; 4) fires; 5) explosions; 6) natural disasters, to include without limitation, hurricanes, floods, and tornadoes; 7) failure of transportation; 8) strike(s); 9) loss or shortage of transportation facilities; 10) lockout, or commandeering of materials, products, plants or facilities by the government or other order (both federal and state); 11) interruptions by government or court orders (both federal and state); 12) present and future orders of any regulatory body having proper jurisdiction; 13) civil disturbances, to include without limitation, riots, rebellions, and insurrections; 14) epidemic(s), pandemic(s), or other national, state, or regional emergency(ies); and 15) any other cause not enumerated in this provision, but which is beyond the reasonable control of the party whose performance is affected and which by the exercise of all reasonable due diligence, such party is unable to overcome. Such excuse from performance will be effective only to the extent and duration of the Force Majeure event(s) causing the failure or delay in performance and provided that the affected party has not caused such Force Majeure event(s) to occur and continues to use diligent, good faith efforts to avoid the effects of such Force Majeure event(s) and to perform its

obligation(s). Written notice of a party's failure or delay in performance due to Force Majeure must be given within a reasonable time after its occurrence and must describe the Force Majeure event(s) and the actions taken to minimize the impact of such Force Majeure event(s). For the avoidance of doubt, the COVID-19 pandemic and any governmental changes or closures related thereto shall be deemed Force Majeure events, even to the extent reasonably foreseeable by either party as of the effective date of this Contract.

11. **DISPUTE RESOLUTION:** The dispute resolution process provided in Chapter 2260, *Texas Government Code*, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by TAMU-SA and Contractor to attempt to resolve any claim for breach of contract made by Contractor that cannot be resolved in the ordinary course of business. Contractor shall submit written notice of a claim of breach of contract under this Chapter to TAMU-SA Contracts Administration or authorized designee of TAMU- SA, who shall examine Contractor's claim and any counterclaim and negotiate with Contractor in an effort to resolve the claim.

12. **STATE CONTRACTING REQUIREMENTS:**

A. **CHILD SUPPORT:** A child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25 percent is not eligible to receive payments from state funds under a contract to provide property, materials, or services until all arrearages have been paid or the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency. The *Texas Family Code* requires the following statement: "Under Section 231.006, *Texas Family Code*, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate."

B. **DEBTS OR DELINQUENCIES:** Pursuant to Section 2252.903, *Texas Government Code*, Contractor agrees that any payments owing to Contractor under this Contract may be applied directly toward certain debts or delinquencies that Contractor owes the State of Texas or any agency of the State of Texas regardless of when they arise, until such debts or delinquencies are paid in full.

C. **FRANCHISE TAX CERTIFICATION:** If Contractor is a taxable entity subject to the Texas Franchise Tax (Chapter 171, *Texas Tax Code*), then Contractor certifies that it is not currently delinquent in the payment of any franchise taxes or that Contractor is exempt from the payment of franchise taxes.

D. **PUBLIC INFORMATION:**

(i) Contractor acknowledges that TAMU- SA is obligated to strictly comply with the Public Information Act, Chapter 552, *Texas Government Code*, in responding to any request for public information pertaining to this Agreement, as well as any other disclosure of information required by applicable Texas law.

(ii) Upon TAMU- SA's written request, Contractor will promptly provide specified contracting information exchanged or created under this Agreement for or on behalf of TAMU- SA.

(iii) Contractor acknowledges that TAMU- SA may be required to post a copy of the fully executed Agreement on its Internet website in compliance with Section 2261.253(a)(1), Texas Government Code.

(iv) The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this agreement and the Contractor agrees that the agreement can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.

E. LOSS OF FUNDING: Performance by TAMU-SA under this Contract may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the “Legislature”). If the Legislature fails to appropriate or allot the necessary funds, then TAMU-SA will issue written notice to Contractor and TAMU-SA may terminate this Contract without further duty or obligation hereunder. Contractor acknowledges that appropriation of funds is beyond the control of TAMU- SA.

F. STATE AUDITOR’S OFFICE: Contractor understands that acceptance of funds under this Contract constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, “Auditor”), to conduct an audit or investigation in connection with those funds pursuant to Section 51.9335(c), *Texas Education Code*. Contractor agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation providing all records requested. Contractor will include this provision in all contracts with permitted subcontractors.

G. HISTORICALLY UNDERUTILIZED BUSINESS: Contractor represents and warrants that it shall comply with the Historically Underutilized Business requirements pursuant to Government Code, Chapter 2161.

H. NON-WAIVER PROVISIONS: Contractor expressly acknowledges TAMU-SA is an agency of the State of Texas and nothing in this Contract will be construed as a waiver or relinquishment by TAMU- SA of its right to claim such exemptions, privileges, and immunities as may be provided by law.

13. NOTICES: Any notice required or permitted under this Contract must be in writing, and shall be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address set out below. Notice may also be given by regular mail, personal delivery, courier delivery, email or other commercially reasonable means

and will be effective when actually received. TAMU-SA and Contractor can change their respective notice address by sending to the other party a notice of the new address. Notices should be addressed as follows:

Texas A&M University-San Antonio
One University Way
San Antonio, Texas 78224
Attention: Contracts Administration.-Deborah Campos-Leon
E-mail: deborah.campos@tamusa.edu

Contractor: **Carlos Maestas**
1002 N. Flores
San Antonio, Texas 78212
Phone: (210) 601-4332
E-mail: carlos@keyideas.com

14. **TERMINATION FOR CONVENIENCE:**

A. In the event of substantial failure by Contractor to perform in accordance with the terms of this Contract, TAMU-SA may terminate this Contract upon fourteen days (14) days written notice of termination setting forth the nature of the failure, provided that said failure is through no fault of TAMU-SA. The termination shall not be effective if the failure is fully cured prior to the end of the thirty-day period.

B. TAMU-SA may, without cause, terminate this Contract at any time upon giving fourteen (14) days advance notice to Contractor. Upon termination pursuant to this paragraph, Contractor shall be entitled to payment of such amount as shall compensate Contractor for the services satisfactorily performed from the time of the last payment date to the termination date in accordance with this Contract, provided that Contractor shall deliver to TAMU- SA all completed, or partially completed, work and any and all documentation or other products and results of these services. Contractor shall not make or retain any copies of the work or any and all documentation or other products and results of the services without the prior written consent of TAMU-SA. TAMU-SA shall not be required to reimburse Contractor for any services performed or expenses incurred after the date of termination notice.

C. Contractor may also terminate the contract at any time upon giving fourteen (14) days advance notice to the University.

D. If this Contract is terminated for any reason, TAMU-SA shall not be liable to Contractor for any damages, claims, losses, or any other amounts arising from or related to any such termination.

15. **RECORDS RETENTION:** Contractor will preserve all contracting information, as defined under Texas Government Code, §552.003 (7), related to the Agreement for the duration of the Contract and for seven years after the conclusion of the Contract.
16. **PROHIBITION ON CONTRACTS RELATED TO PERSONS INVOLVED IN HUMAN TRAFFICKING:** Under Section 2155.0061, Government Code, the Contractor certifies that the individual or business entity named in this Contract is not ineligible to receive the specified Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.
17. **NOT ELIGLE FOR REHIRE:** Contractor is responsible to ensure that employees participating in work for any A&M System member have not been designated by the A&M System as Not Eligible for Rehire as defined in A&M System Policy 32.02, §4. Non-conformance to this requirement may be grounds for termination of this Agreement/Contract.
18. **LIMITATIONS:** The Parties are aware that there are constitutional and statutory limitations on the authority of TAMU- SA (a State agency) to enter into certain terms and conditions of this Contract, including, but not limited to, those terms and conditions relating to liens on TAMU-SA's property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers and limitations of legal rights, remedies, requirements and processes; limitations of periods to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorneys' fees; dispute resolution; indemnities; and confidentiality (collectively, the "Limitations"), and terms and conditions related to the Limitations will not be binding on TAMU- SA except to the extent authorized by the Constitution and the laws of the State of Texas. Neither the execution of this

Agreement by TAMU-SA nor any other conduct, action, or inaction of any representative of TAMU-SA relating to this Contract constitutes or is intended to constitute a waiver of TAMU-SA's or the State's sovereign immunity to suit.

19. **CONFLICT OF INTEREST:** By executing this Contract, Contractor and each person signing on behalf of Contractor certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, that to the best of their knowledge and belief, no member of The Texas A&M University System or The Texas A&M University System Board of Regents, nor any employee, or person, whose salary is payable in whole or in part by The Texas A&M University System or its members, has direct or indirect financial interest in the award of this Contract, or in the services to which this Contract relates, or in any of the profits, real or potential, thereof.
20. **ENTIRE AGREEMENT:** This document constitutes the entire agreement between TAMU-SA and Contractor. This document supersedes all oral or written previous and contemporary understandings or agreements relating to matters contained herein. This Contract may not be amended or otherwise altered except by mutual agreement in writing signed by TAMU-SA and Contractor.

In WITNESS WHEREOF, the parties have caused this contract to be duly executed intending to be bound thereby.

KEY IDEAS, INC.

By: 

Name: Carlos Maestas

Title: President & CEO

Dated: 1-31-2022

TEXAS A&M UNIVERSITY-SAN ANTONIO

By: 

Name: Deborah Campos-Leon

Title: Contract Administrator

Dated: 2/1/2022

APPENDIX A

STATEMENT OF WORK

1. **REDLINING DOCUMENTARY**

This video will educate our audience on the history of redlining and how it made San Antonio one of the most economically segregated cities in the country. The video will feature interviews from experts on redlining, Texas A&M San Antonio leadership, and victims of redlining. The video will pull at the heartstrings and reinforce the value of Texas A&M San Antonio's mission.

2. **COMMUNICATION PROJECT OVERVIEW**

- A. Responsible for leading efforts to develop and refine communication channels to advance university priorities and strategies for storytelling that supports the attainment of institutional goals including the University's distinctiveness as an HSI, and its role as a catalyst for partnerships and initiatives that advance the city, county, and region.
- B. Efforts should help yield a stronger voice and enhanced national, regional and local positioning.
- C. Will be a passionate and energetic storyteller, writer and editor, and versatile communicator – as well as a respected advocate of the university's mission, committed to continually improving the university's reputation while amplifying institutional voice.

3. **RESPONSIBILITIES**

- A. Provide advice on how to improve critical department needs for the division of University Relations in the areas of operations, structure and processes to sustain impact, quality of work product and engagement and influence across audiences including leading an assessment and continuous improvement exercise to address scope, resources, and capacity required to support an infrastructure able to produce high quality, distinctive communication campaigns and content strategies, and provide expertise and counsel within a dynamic, fast-paced environment of competing priorities.
- B. Work closely with various campus constituents in the other divisions of the university to improve communication strategies of those divisions as well.
- C. May assist in working closely with the A&M University system offices on communication plans or deliverables as needed.
- D. Provide writing, content or other support and guidance on university communication plans for major projects typically performed in the division of University Relations that occur daily, monthly and annually.

4. **DELIVERABLES**

All deliverables will be provided to Vice President for University Relations or to University President. All content, and other materials written or produced during services performed for the University will be the property of the University and disclosure of information obtained during the course of services to the University and those communication materials reviewed or created will not be released to the public or any other person without the consent of the Vice President for External Relations and Advancement or the President.

Appendix B
Price Schedule
Redlining Documentary

I. Description	Price	Qty	Subtotal
1. Pre-Production			\$ 2,000.00
(a) Coordinate shoot times/locations			
(b) Internal and external creative meetings			
(c) Concept development			
(d) Creative Brief			
2. Production	\$3,000.00	4	\$12,000.00
(a) Estimated 5 full days of Production			
(b) Up to 5-7 interviews			
(c) B-roll captured at various locations			
(d) Lighting and set up management			
(e) Dedicated Director			
(f) Dedicated Director of Photography			
3. Post-Production, Editing, Graphics, Narration			\$8,500.00
(a) Video Editing (includes two rounds of revisions)			
(b) Text, Graphic Design, and Animations			
(c) Score Overlay			
(d) Audio editing			
(e) Color correction			
(f) Video Compression			
(g) Output to various formats			
(h) Music Licensing			
4. Advanced Motion graphics package			\$ 1,000.00
(a) These graphics will be used to support the presentation of data			
5. Stock Imagery			<u>\$ 1,000.00</u>
	TOTAL:		<u>\$24,500.00</u>