

**NOTICE OF CONVENTION AND VISITOR ADVISORY BOARD SPECIAL MEETING
CITY OF SOUTH PADRE ISLAND**

WEDNESDAY, SEPTEMBER 2, 2020

2:00 PM AT THE MUNICIPAL BUILDING,
CITY COUNCIL CHAMBERS, 2ND FLOOR
4601 PADRE BOULEVARD, SOUTH PADRE ISLAND, TEXAS

1. Call to Order
2. Pledge of Allegiance
3. Public Comments and Announcements

This is an opportunity for citizens to speak to the Board relating to agenda or non-agenda items. Speakers are required to address the Board at the podium and give their name before addressing their concerns. [Note: State law will not permit the Board to discuss, debate or consider items that are not on the agenda. Citizen comments may be referred to City Staff or may be placed on the agenda of a future Convention and Visitors Bureau meeting]

4. Regular Agenda

- 4.1. Discussion and recommendation to City Council to approve The Atkins Group Professional Services Contract for six months in FY 2020-2021, beginning October 1, 2020 through March 31, 2021. (Caum)

One or more members of the City of South Padre Island City Council and the Special Events Committee may attend this meeting; if so, this statement satisfies the requirements of the OPEN MEETINGS ACT.

DATED THIS DAY THE 28th of AUGUST 2020


Linette Hernandez, CVB Administrative Assistant

I, THE UNDERSIGNED AUTHORITY, DO HEREBY CERTIFY THAT THE ABOVE NOTICE OF MEETING OF THE CONVENTION AND VISITORS ADVISORY BOARD OF THE CITY OF SOUTH PADRE ISLAND, TEXAS IS A TRUE AND CORRECT COPY OF SAID NOTICE AND THAT I POSTED A TRUE AND CORRECT COPY OF SAID NOTICE ON THE BULLETIN BOARD AT CITY HALL/MUNICIPAL BUILDING ON **FRIDAY, AUGUST 28, 2020**, AT/OR BEFORE 5:00 PM AND REMAINED SO POSTED CONTINUOUSLY FOR AT LEAST 72 HOURS PRECEDING THE SCHEDULED TIME OF SAID MEETING.


Linette Hernandez, CVB Administrative Assistant

THIS FACILITY IS WHEELCHAIR ACCESSIBLE, AND ACCESSIBLE PARKING SPACES ARE AVAILABLE. REQUESTS FOR ACCOMMODATIONS OR INTERPRETIVE SERVICES MUST BE MADE 48 HOURS PRIOR TO THIS MEETING. PLEASE CONTACT BUILDING OFFICIAL, BELINDA TARVER AT (956)761-8103.



**CITY OF SOUTH PADRE ISLAND
CONVENTION AND VISITORS ADVISORY BOARD
AGENDA REQUEST FORM**

MEETING DATE: September 2, 2020

NAME & TITLE: Ed Caum, CVB Director

DEPARTMENT: Convention and Visitors Bureau

ITEM

Discussion and recommendation to City Council to approve The Atkins Group Professional Services Contract for six months in FY 2020-2021, beginning October 1, 2020 through March 31, 2021. (Caum)

ITEM BACKGROUND

N/A

BUDGET/FINANCIAL SUMMARY

N/A

COMPREHENSIVE PLAN GOAL

N/A

LEGAL REVIEW

Sent to Legal: Yes

Approved by Legal: Yes

RECOMMENDATIONS/COMMENTS:

**CONTRACT FOR
ADVERTISING, MARKETING,
PUBLIC RELATIONS AND SOCIAL MEDIA**

This CONTRACT is entered into by and between CLIENT (hereinafter referred to as "CLIENT") and Atkins International, LLC (DBA: The Atkins Group) (hereinafter referred to as "THE ATKINS GROUP" or the "AGENCY"), acting by and through duly authorized officials, WITNESSETH:

I. PURPOSE

The purpose of this CONTRACT is to state the terms and conditions under which THE ATKINS GROUP shall perform services as the official advertising, marketing, public relations and social media agency of CLIENT.

II. SCOPE OF SERVICES

2.1 CLIENT Performance Rights

During the term of this CONTRACT, CLIENT appoints THE ATKINS GROUP as the primary agency for CLIENT, with the only exception of direct placement by CLIENT.

2.2 Agency's Performance and Services

With the cooperation, advice, and written consent of the CLIENT, THE ATKINS GROUP shall perform and/or manage the performance of all:

- requested strategic planning,
- project management/account management,
- marketing across all channels (including but not limited to print, TV, radio, digital, online, and social media),
- research,
- creative concepts,
- production (executions),
- media planning,
- media buying and evaluation,
- trafficking and scheduling,
- public relations, strategic planning, research, evaluation, pitching, media tracking, and reporting,
- social media
- all related accounting and reporting requirements, and
- contract management.

AGENCY services will result from and conform with CLIENT approval of campaign concepts and annual advertising program designed to augment CLIENT's efforts in carrying out its goals and objectives.

2.3 Industry Standards

All services provided under this contract shall be performed in conformance with generally accepted industry standards that are usual and customary between a client and an advertising agency in such relationships.

2.4 Strategic Planning and Integrated Project Management

- a. THE ATKINS GROUP, in coordination with CLIENT, will provide guidance, recommendations, and input on all strategic plans and creative strategies to expand the impact of the advertising, marketing, social and public relations programs allowing for the broadest possible exposure to the Target Audiences within the available budget. Upon request, THE ATKINS GROUP shall professionally present and “sell in” strategic direction and creative development to CLIENT staff, CLIENT’s Board of Directors, CLIENT’s Marketing Sub-Committee, or any other related advisory/policy group(s).
- b. THE ATKINS GROUP must collaborate with CLIENT to provide Roadmaps prior to the implementation of each campaign or individual project to identify and outline the goal(s), objectives, Target Audience, strategies, budget, research needs, and processes for evaluation and measurement.
- c. THE ATKINS GROUP must strategically plan, integrate, manage, and execute an assortment of researched-based marketing projects as well as manage THE ATKINS GROUP’s Team.
- d. New and emerging technology opportunities for advertising, marketing, and public relations are consistently being introduced; and, THE ATKINS GROUP shall identify, evaluate, recommend, develop, and execute and/or manage the execution of these opportunities.

2.5 Creative Concept

- a. THE ATKINS GROUP shall be the principal advisor and provider to CLIENT for creative services related to the concept development, design, and execution of advertising campaigns and programs targeting a variety of audiences including meeting/convention/tradeshow planners, influencers, and attendees; leisure travel consumers; travel agents and tour operators; and various other selected Target Audiences that can help accomplish CLIENT’s mission.
- b. THE ATKINS GROUP shall develop creative for websites, digital desktop and mobile platforms, email, social media, television, radio, magazine, newspaper, out-of-home, sweepstakes and promotions, cooperative advertising programs, and other forms of marketing designed for all CLIENT Target Audiences.
- c. THE ATKINS GROUP shall use all the tools above to create communications that define the breadth and depth of the destination to the Target Audiences, towards the

purpose of attracting visitors, extending the length of stay, and creating repeat visitation.

- d. THE ATKINS GROUP shall develop creative campaigns for implementation on an international scale, as well as national and in-state.
- e. THE ATKINS GROUP shall develop creative content targeted to consumers, travel trade professionals such as travel agents/tour operators, and meeting planners.
- f. THE ATKINS GROUP shall also provide the ability to proofread any materials developed as final product to be published in any national or international outlet. This responsibility includes proofreading and developing final content in any language needed (at minimum Spanish and English, but shall include all languages required for the implementation of approved international campaigns).

2.6 Production/Design

- a. THE ATKINS GROUP represents that it is knowledgeable and experienced in production for new and emerging technologies and shall exercise its best efforts, in conformance with standard industry advertising practices, to develop or produce that quality of artwork, digital files, online and mobile ads, web pages, and printed matter and other collateral materials as may be required by CLIENT. THE ATKINS GROUP agrees to purchase the same at advantageous rates available in the commercial advertising market.
- b. THE ATKINS GROUP shall prepare radio and television commercials and other media upon request by CLIENT and render the necessary supervisory services in connection therewith.
- c. Production responsibilities also include, but are not limited to:
 - trafficking of digital files/materials to media outlets;
 - providing dubs of broadcast materials;
 - providing digital files/disks of finished material to CLIENT including PDF files, JPGs, raw files, etc., created in programs designated by CLIENT;
 - preparing advertising materials for presentation purposes (mounting, scanning, etc.);
 - developing and implementing digital apps for any desktop and mobile platform and operating system available;
 - handling development and management of social media on existing and new social media vehicles (THE ATKINS GROUP is expected to be well-versed on existing and upcoming social media outlet rules and regulations to ensure compliance and appropriate result tracking)
- d. THE ATKINS GROUP shall supply resources and support in the development of collateral material to help ensure materials continue to reflect and align with the destinations brand image. This includes, but is not limited to the Visitor's Guide.

2.7 Media Planning and Buying

- a. THE ATKINS GROUP shall be the principal advisor and provider to CLIENT for media buying services, including broadcast, print, and online.
- b. THE ATKINS GROUP shall provide efficient and effective planning and implementation of approved media plans. THE ATKINS GROUP shall provide reports on the implementation of media plans including; Reach and Frequency analysis (when applicable) for all traditional media vehicles (TV, Radio, Print, etc.), as well as non-traditional vehicles such as video streaming, social channels, and new, emerging and upcoming vehicles.
- c. THE ATKINS GROUP shall negotiate and contract with advertising media and others, involved with CLIENT's directed advertising, at advantageous rates in the commercial advertising market and shall report on its progress, including any savings on negotiated rates each year.
- d. THE ATKINS GROUP shall place additional emphasis on obtaining added value elements to any media buy, including additional space/time, online components, and promotional programs and shall report to CLIENT on any added value obtained.
- e. THE ATKINS GROUP shall monitor and review insertions of advertisements in publications, displays, broadcasts, and other advertising media used to such a degree as is the custom by commercial advertising agencies. THE ATKINS GROUP shall check such items as date of appearance, position of ad, size, mechanical reproduction, and any other related factors and furnish CLIENT with proof of the placement and running of said advertisements by providing evidence of placement as approved by the CLIENT Director or designee.
- f. THE ATKINS GROUP shall develop an annual flowchart of activity by month for each market/Target Audience and shall report on number of impressions and clicks generated by vehicle, as well as the correlating media spend.

2.8 Online and Website Marketing Strategies

- a. THE ATKINS GROUP shall be the principal advisor and provider to CLIENT of online and website marketing strategy, including web development, search engine optimization, desktop and mobile, and social media.
- b. THE ATKINS GROUP shall ensure and monitor accurate and comprehensive tracking of consumers' online behavior and activities through all CLIENT Marketing online channels as well as provide monthly reports to CLIENT on all key measures. The key measures shall be established in coordination with CLIENT staff. THE ATKINS GROUP shall ensure continuity and integrity of web analytics and digital results, including the availability of tracking data for the five (5) prior years. At any time CLIENT can ask a third-party entity to advise with metric interpretations, web and digital analytics.

- c. THE ATKINS GROUP shall be the principal advisor and provider for digital marketing and must be knowledgeable and experienced with new and emerging technology trends, partners, and platforms.
- d. THE ATKINS GROUP shall be the principal advisor and provider to CLIENT for email marketing and shall coordinate with CLIENT on the choice of online marketing tools and services. THE ATKINS GROUP shall ensure consistency and integrity of email lists and opt-outs, and ensure that the CLIENT 's master lists and opt-outs are kept up to date. THE ATKINS GROUP shall provide detailed reports on the success of each email campaign, and provide recommendations for future campaigns.

2.9 Technical and Security Standards

- a. THE ATKINS GROUP shall ensure compliance to CLIENT technical and security standards.
- b. When providing solutions and services to CLIENT, THE ATKINS GROUP shall give special attention to compatibility of all proposed technical solutions with the existing CLIENT technology. Implementation of technical solutions (to include websites, databases, and other marketing systems) shall be coordinated with CLIENT's technical staff.

2.10 Public Relations & Social Media

- a. THE ATKINS GROUP shall work with CLIENT's Communications Division to strategize and implement public relation programs that further enhance CLIENT's goals and objectives.
- b. THE ATKINS GROUP shall generate incremental positive editorial media value and assist in identifying resources and subcontractors as needed.
- c. THE ATKINS GROUP shall continually mine for, identify, and execute national and international exposure opportunities.
- d. THE ATKINS GROUP shall introduce new media relationships to CLIENT through outer market and in-market public relations activities (such as media fams, individual research visits, media events, and similar activities).
- e. THE ATKINS GROUP shall provide traditional and social media services for CLIENT and, to the extent requested, assist CLIENT Communications with both traditional and social media.
- f. THE ATKINS GROUP shall provide public relations advice and counsel on an as-needed basis.
- g. THE ATKINS GROUP shall assist in building editorial media databases, providing continuous media research and outreach for media interested in our destination.

- h. THE ATKINS GROUP shall generate reports monthly and as needed to provide proof of media efforts, communications, and results.
- i. THE ATKINS GROUP shall assist in calculating earned media value and any other agreed upon measure for all traditional and digital media coverage secured by CLIENT, independently or through THE ATKINS GROUP.

2.11 Research

- a. THE ATKINS GROUP shall conduct assigned research projects, including but not limited to Advertising return on investment, consumer focus groups, online surveys with CLIENT's client advisory board, visitor intercept studies, meeting professionals' perception studies, and consumer awareness & image tracking studies in the United States, Mexico, Canada and other international markets.
- b. THE ATKINS GROUP shall periodically provide competitive analyses and trends reports for competitive sets as determined by CLIENT for visitor and trade markets.
- c. THE ATKINS GROUP shall study the local hospitality products and services and analyze current and potential markets, as well as consider new objectives and strategies.
- d. THE ATKINS GROUP shall obtain and employ on CLIENT's behalf, knowledge of the available media and means that can be utilized to market CLIENT's products and services.

2.12 Account Management

- a. THE ATKINS GROUP shall meet with CLIENT staff at such times and places and in such duration as may be requested to carry out CLIENT initiatives and the responsibilities under this CONTRACT.
- b. THE ATKINS GROUP shall perform all services set forth in this CONTRACT, CLIENT's Request for Proposals, and the Proposal. The CONTRACT shall incorporate, via exhibits, the Request for Proposals, and the Proposal. Should there be any conflict between the language of the CONTRACT, Request for Proposals, or the Proposal, and then the order of priority shall be CONTRACT, Request for Proposal, and then the Proposal.
- c. THE ATKINS GROUP shall work closely with CLIENT President and CEO or his/her designee and appropriate CLIENT staff, to perform all related tasks required by CLIENT, fulfilling the purposes of this CONTRACT.
- d. THE ATKINS GROUP shall track and report on the effectiveness of advertising and marketing campaigns administered by THE ATKINS GROUP, including return on investment.
- e. THE ATKINS GROUP shall maintain internal procedures which ensure budget

control, prompt billing, and quality control, including but not limited to auditing invoices for space, time, preparation, and services.

- f. THE ATKINS GROUP shall prepare cost schedules and project sheets for advertising expenditures and other related costs and secure CLIENT 's approval of all expenditures by submitting pre-production estimates.
- g. THE ATKINS GROUP shall retain custody of CLIENT's property and exercise its best efforts, when deemed necessary by CLIENT, to obtain return of the property from third parties. Upon request by CLIENT, THE ATKINS GROUP shall return all CLIENT property to CLIENT.
- h. THE ATKINS GROUP shall provide account service, consultation, and regular contact to ensure prompt and effective completion of projects, including but not limited to dedicating at least one (1) full time account executive for all Marketing and Public Relations services.
- i. THE ATKINS GROUP shall provide weekly status reports, or as otherwise requested, to CLIENT updating the progress of all projects.
- j. THE ATKINS GROUP shall provide monthly budget spreadsheets detailing all billings for each project.
- k. THE ATKINS GROUP shall track agency hours on a monthly-basis and by large projects, as well as provide monthly spreadsheets notating all hours for all assigned projects.
- l. THE ATKINS GROUP shall handle procurement and management of subcontracting opportunities for CLIENT services under this CONTRACT, including, but not limited to, fulfillment, research, special events, telemarketing, photography, videography, and printing/binding functions. THE ATKINS GROUP remains responsible for the performance and quality of work of and compliance with the terms under this CONTRACT by all subcontracts with THE ATKINS GROUP's Team.
- m. THE ATKINS GROUP shall manage and track advertising response fulfillment and report same to CLIENT on a monthly-basis, or as otherwise requested.
- n. THE ATKINS GROUP shall manage and track all online activity from visitors on sopadre.com and all social media channels and provide a monthly dashboard highlighting learnings and opportunities, strategies, and recommendations that will arise from such learnings.

III. TERM OF CONTRACT

The term of this CONTRACT shall be for one four (2) year period, beginning October 1, 2020, with one (1) additional two (2) year renewal option; provided, that the parties must approve the renewal not less than one hundred twenty (120) days prior to the end of the initial term.

IV. PERFORMANCE CRITERIA

4.1 Criteria

THE ATKINS GROUP shall comply with various performance based criteria including, but not limited to the following:

- a. Increase Earned Media Value based on previously agreed goals for each year.
- b. Influence the positive growth of the hotel occupancy tax to the CLIENT, based on previously agreed goals for each year.
- c. Increase hotel room nights sold in our destination, based on previously agreed goals for each year.
- d. Increase number of digital impressions based on previously agreed goals for each year.
- e. Increase direct spending by convention and group delegates that are booked through CLIENT sales and marketing efforts based on previously agreed goals for each year.
- f. Increase the traveler's aided and unaided awareness of our destination based on previously agreed goals for each year.
- g. Increase the number of specific actions by consumers signaling an intent to travel to our destination, influenced by CLIENT specific marketing strategies based on previously agreed goals for each year.
- h. Increase website visits annually based on previously agreed goals for each year.
- i. Increase online engagement, including social media interaction such as likes of posts, shares, reactions, video plays, and comments on Facebook, Twitter, Instagram, and other social media platforms, based on previously agreed goals for each year.
- j. Assist CLIENT in meeting or exceeding annual Department performance measures
- k. Develop a consolidated dashboard that captures results and indicates return of investment of CLIENT marketing dollars.

V. THE ATKINS GROUP FEES AND BILLINGS TO CLIENT

5.1 Budgeting

At the beginning of each fiscal year (commencing on October 1 of each calendar year), CLIENT shall determine the budget and work with THE ATKINS GROUP to develop the Annual Scope of Work to be provided by THE ATKINS GROUP for that fiscal year. Those services shall include the services contained in this CONTRACT and any ancillary services as assigned. CLIENT reserves the right to adjust the budget during the term of this CONTRACT subject to an adjustment in compensation for THE ATKINS GROUP based on services requested. In the event a revised budget and Scope of Services is not mutually agreed upon prior to the end of any fiscal year, the compensation arrangements for the previous year, including the amount of any retainer or monthly fee in place, will continue until amended by mutual-agreement of the parties.

5.2 Third Party Invoices

Invoices submitted by THE ATKINS GROUP to CLIENT covering expenditures or commitments made by THE ATKINS GROUP on CLIENT 's behalf shall be accompanied by copies of the invoices or appropriate back up. CLIENT reserves the right to inspect invoices during the term of this CONTRACT upon reasonable request by CLIENT.

5.3 Payment

CLIENT agrees to pay THE ATKINS GROUP's invoices within thirty (30) days of receipt and/or the invoice date.

5.4 Goods and Services

In purchasing materials or services on CLIENT 's behalf as required to provide its services hereunder, all orders placed and contracts entered into by THE ATKINS GROUP for such purposes will be rebilled to CLIENT in accordance with the terms of this CONTRACT. CLIENT will remain solely liable to THE ATKINS GROUP for approved sums owing but not yet paid to THE ATKINS GROUP. The relationship of the parties is that of independent contractor and no employment relationship is created by this CONTRACT.

5.5 Production Costs

Production will be progressively billed and fifty percent (50%) of the estimate shall be due upon receipt of invoice covering such expenses and fifty percent (50%) shall be due upon completion of contracted task, ie. photography, recording, or filming. All such payments will be due within thirty (30) days of the receipt of invoice and/or invoice date, unless expedited payment is necessary to meet the payment schedule of the production vendor. Production costs will be documented, including, but not limited to, subcontractor bids, deposit or prepayment requirements, insurance coverage, schedules, travel expenses, and any miscellaneous support services. Supporting vendor invoices will be retained by THE ATKINS GROUP.

5.6 Media Costs

Media will be committed and billed in advance, but no earlier than three (3) months, upon CLIENT approval and will be reconciled to actual costs based upon documentation provided by the media.

5.7 Cancelations

CLIENT may modify, reject, or cancel any arrangements, commitments, plans, schedules, or works in progress, and in such event, THE ATKINS GROUP will immediately take steps to implement CLIENT 's instructions.

5.8 Property of CLIENT

All discounts, incentives, media bonuses in the form of travel, and items of value earned by THE ATKINS GROUP in purchases for CLIENT are the property of CLIENT, and THE ATKINS GROUP shall include such items in the weekly status reports.

5.9 THE ATKINS GROUP Overhead Charges

THE ATKINS GROUP shall not charge CLIENT for any usual administrative, copying costs, long distance, or fax charges without the prior written approval of CLIENT. After obtaining written approval by CLIENT, THE ATKINS GROUP may charge CLIENT for large volume copying costs. THE ATKINS GROUP agrees to work with CLIENT to obtain the most advantageous rates for any such expenses charged to CLIENT.

5.10 Travel

Travel costs will be approved in advance and billed to the City per the travel per diem and rate structure below:

5.11 Hourly Labor Rates

THE ATKINS GROUP's hourly rates will be as follows:

Rate Schedule

Account Service		Media	
Coordination	125	Coordination	100
Management	150	Planning/Buying	150
Strategy	225	Production & Traffic	
Analytics		Coordination	75
Coordination	125	Management	100
Management	150	Public Relations	
Strategy	175	Coordination	125
Brand Development		Management	150
Management	175	Strategy	225
Strategy	225	Crisis	250
Creative		Research	
Concept	175	Coordination	100
Art Direction	150	Management	150
Copywriting	150		
Spanish Translation	100	Strategy	175
Production	100	Technology	
Digital		Management	150
Content Development	150	Strategy	175
Project Management	150	Video	
Development	175	Development & Editing	150
Digital Art Direction / UI/UX	150	Motion Graphics/ Animation	175
Digital Planning		Travel	
Coordination	125	Associate	60
Management	150	Senior Associate	75
Strategy	175	Principal/Partner	100
Social Media			
Coordination	125		
Management	150		
Strategy	175		

VI. INTELLECTUAL PROPERTY AND RECORDS

VII. INDEMNIFICATION

VIII. INSURANCE REQUIREMENTS

IX. TERMINATION OF CONTRACT

9.1 Termination without Cause

This CONTRACT may be terminated by either party upon sixty (60) days written notice.

9.2 Termination For Cause

Upon written notice, CLIENT may terminate this CONTRACT as of the date provided in the notice, in whole or in part, upon the occurrence of one (1) or more of the following events, each of which shall constitute an Event for Cause under this CONTRACT:

9.2.1 The sale, transfer, pledge, conveyance, or assignment of this CONTRACT without prior approval; OR

9.3.2 Failure by THE ATKINS GROUP to meet the performance goals and demonstrate success in implementation of the Annual Scope of Work and an inability to cure the same after notice of unsatisfactory performance described in Section 15.4.

9.3 CLIENT Documents and Contracts

Upon termination of this CONTRACT, THE ATKINS GROUP shall transfer and make available to CLIENT or its authorized representative all property and materials in THE ATKINS GROUP's possession or control belonging to CLIENT.

9.4 Billing upon Termination

Within thirty (30) calendar days after termination of this CONTRACT, THE ATKINS GROUP shall bill CLIENT for all amounts not previously billed or paid and for which THE ATKINS GROUP is entitled to claim reimbursement from CLIENT under the terms of this CONTRACT. Upon the effective date of expiration or termination of this CONTRACT, THE ATKINS GROUP shall cease all operations of work being performed by THE ATKINS GROUP or any of its subcontractors pursuant to this CONTRACT.

9.5 Transition

Upon termination of this CONTRACT, THE ATKINS GROUP will work together with CLIENT to insure a smooth transition.

X. VENUE AND GOVERNING LAW

Venue of any court action brought directly or indirectly by reason of this CONTRACT shall be in _____, Texas. This CONTRACT shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in _____, Texas.

XI. NOTICE

- 11.1 Any notice required or permitted to be given under this CONTRACT shall be sufficient if given in writing and by Certified Mail, Return Receipt Requested, to CLIENT or to THE ATKINS GROUP at the addresses first set forth below or to any other address of which written notice of change is given.

CLIENT

THE ATKINS GROUP
501 Soledad St.
San Antonio, TX 78205

- 11.2 This CONTRACT shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, and their assigns, except as otherwise expressly provided for herein.

[Remainder of page intentionally blank]

Draft 8/26/20

IN WITNESS OF WHICH THIS CONTRACT HAS BEEN EXECUTED on this the _____ day
of _____, 2020.

CLIENT

**ATKINS INTERNATIONAL, LLC
(DBA THE ATKINS GROUP)**

Steve Atkins

