

**STATE OF MISSISSIPPI  
DEPARTMENT OF PUBLIC SAFETY  
DIVISION OF PUBLIC SAFETY PLANNING**

**Mississippi Office of Highway Safety  
Emergency Media Contract**

1. **Parties.** This agreement is entered into by and between the Mississippi Department of Public Safety, Division of Public Safety Planning, Office of Highway Safety, located with the address of: 1025 Northpark Drive, Ridgeland, MS 39157, hereinafter sometimes referred to as: MDPS-DPSP", "DPSP", "OHS", "OHS (DPSP-MDPS)", "PI&E Provider", "Provider" or "MOHS"; and, **Frontier Strategies, LLC**, a Mississippi Limited Liability Corporation, with Business ID # 743310, hereinafter sometimes referred to as "Frontier Strategies"; "Independent Contractor"; or "Contractor," which is located with the address of: 740 Avignon Drive, Suite A, Ridgeland, MS 39157. By signing with their original individual signatures, each respective person executing this Agreement certifies that he is duly authorized to do so, and therefore, is authorized to execute this agreement.

2. **Statement of work.** The purpose of this contract is to recover the GRP shortfalls owed to MOHS by vendors for previous campaign media buys and further secure additional services necessary to remain in compliance with federal regulations. It will provide marketing, advertising, and media placement services for the Mississippi Office of Highway Safety (MOHS). The marketing, advertising and media placement services shall assist MDPS-DPSP (OHS), in meeting the objectives of the MDPS-DPSP (OHS) with the following:

By increasing the public's knowledge, perception, and understanding of traffic safety issues related to impaired driving and to promote desirable patterns of behavior in the traffic safety system overall; and,

By supporting the State's law enforcement mobilizations and crackdowns through strong enforcement-oriented messaging (i.e., citations, arrests) in paid advertising and earned media.

3. **Scope of Work.** MDPS-DPSP (OHS), as Public Information and Education (P I & E) Provider, and the Independent Contractor shall perform the following services:

**A. Duties of P I & E Provider:** MDPS-DPSP (OHS), agrees to appoint a designated contract person or persons, including a procurement officer, to approve all public information and education material for media distribution and usage. The contact will be Shirley Thomas.

**B. Duties of Frontier Strategies, LLC:** Independent Contractor agrees to perform work for benefit of the MDPS-DPSP (OHS). The Contractor agrees to provide guaranteed statewide assistance by obtaining the media necessary for public information and education. Contractor will assist by supplying personal labor, talent, effort and work for the placement of paid media and for

CHIEF OF STAFF: *Charles Marshall* DATE: 8/5/13  
1 COMPTROLLER: *Carolee Clutson* DATE: 08/05/13  
LEGAL OFFICE: *[Signature]* DATE: 8/5/13  
COMMISSIONER: *[Signature]* DATE: 8/4/13

the providing of oversight for earned media. This effort will be accomplished by the Contractor's dissemination of informative and educational materials to the media; through placement of paid media; and, through oversight of earned media. This assistance must be satisfactorily accomplished according to the Scope of Work and specifications, all as found within the extensive provisions of paragraph 3, as further provided by the following:

**C. Scope of Work Specifications.** Frontier Strategies, LLC, as Independent Contractor, will provide all needed assistance and will be responsible for placement of paid media, as well as, provide oversight for earned media efforts, so as to further address the dissemination of critical public safety information and education programs to the media. The Independent Contractor shall perform work and shall accomplish the following:

**D. The Contractor shall perform the following:**

1. Contractor shall work under the existing comprehensive communications plan and calendar, based on the NHTSA national plan, the Region 6 plan, and the MOHS, Highway Safety Plan's goals and objectives. This includes obtaining periods of paid advertising, public service announcements and earned media opportunities for the state throughout the duration of the contract for the FY13 Labor Day -- FY14 Christmas / New Year and Super Bowl Impaired Driving Campaigns.
2. Contractor shall develop, with MOHS, measurement tools to ensure that the media and public relations goals are met; and will apply such measures for all state-wide law enforcement campaigns to determine the effectiveness of the media campaign in both reaching the target audience and changing behavior.
3. Contractor shall tailor materials provided in national NHTSA planners and by the Region 6 media contractor to be specific to Mississippi's target audience(s); and, will provide to MOHS for distribution of such materials to law enforcement agencies and partners in a format and in sufficient time to ensure their widespread use to support MOHS's program goals.
4. New television, radio and printed advertisements will be produced for the FY14 Christmas / New Year and Super Bowl Impaired Driving Campaigns. It is anticipated that these ads will be produced with short notice. The creative briefs, preliminary concepts and story boards must be approved by NHTSA and MOHS prior to filming/recording.
5. Contractor will develop, produce, and distribute a series of model press releases, drop-in articles, and letters to the editor to support regional, county, and local law enforcement activities as well as social norming materials for times when there is no increased law enforcement activities.
6. Contractor will tailor materials to be culturally and linguistically appropriate in order to reach all target populations, as determined by MOHS.
7. Contractor will develop a media buy plan that includes all national mobilizations and other statewide campaigns, which includes the following:
  - a. Media strategies and rationale (including bonus spots)
  - b. Media flowchart (consistent with the communications calendar)
  - c. Media analyses (qualitative and quantitative)

8. Contractor will purchase media time/space for messages appropriate to target audience(s) in accordance with approved media buy plan, and monitor placed ads to make sure they run as negotiated, that they achieve set goals, and that any new placements are favorable to the MOHS.

9. Contractor shall plan and implement innovative and effective media events and activities to engage the public in meaningful ways to achieve desired results.

10. Contractor will assist MOHS grantees and partners to assess the effectiveness of materials provided at the local level including, for example, number of articles, letters to the editor, etc.

11. Contractor will provide quarterly written reports on all work performed and data gathered for the previous quarter, with recommendations for revision and improvements in the program; and detailing plans and activities for the upcoming quarter for the approval of the MOHS.

12. Contractor shall provide all required national and regional mobilization reports, which include results of media buys, compilation of all local and State earned media, by grantee, to include sample clippings of pre-and post-mobilization/crackdown media, and other requirements as may be defined by the State.

13. Contractor shall provide the Post Buy Analysis. On a quarterly basis, the Contractor must provide MOHS with television and radio post buy analyses verifying that the reach and frequency goals were achieved. In addition, post buy analyses must be provided for media buys that utilize new rating information for the buy period, when available. The Contractor must provide a quarterly report to MOHS documenting the frequency and value of free media obtained through its efforts.

14. At the direction of MOHS, the Contractor will initiate and coordinate statewide or localized media events which are consistent with marketing and media goals and/or timed to specific program milestones or events. This includes but is not limited to:

- a) Preparation and distribution of news releases;
- b) Editorial templates and press kits; and,
- c) Coordination of news conferences with the Department of Public Safety and local law enforcement agencies, as requested.

15. Contractor will adhere to and satisfactorily supply that which is required within the separate Contractor Requirements, which are found within the Attachment "B". Refer to the attachment, "Attachment B.", which is incorporated by reference as if fully stated herein.

**E. Production Costs:** The overall budget for media production will include production costs for the separate campaigns:

- 2014 December/January Drive Sober Or Get Pulled Over Campaign
- 2014 Super Bowl Drive Sober Or Get Pulled Over Campaign

The maximum length per project is two pages. For each separate campaign project, any supporting television (maximum 2 ads), radio (maximum 3 ads), and/or interactive creative samples (maximum 3 ads) shall be on a clearly labeled DVD or CD. Any print creative samples shall be printed on 8-1/2

x 11 inch paper. Print creative samples shall be limited to three (3) executions per project. Production costs should be clearly stated for each of the campaigns, with an overall total for all campaigns.

**F. Media Placement Costs:** All media purchases will be completed on a flat rate rather than commission. Further, all advertising money is "pass through" and not subject to any general and administrative (G&A) fees or profit.

All media purchases will be reimbursed through the MDPS-DPSP (OHS), with federal funds from the National Highway Traffic Safety Administration.

The actual cost for agency staffing needs must include costs associated with the following:

- (1) market research, including target audience, partner groups, messaging, earned media campaign strategies, etc.;
- (2) Purchase of air time, promotional events, products or partnerships, including any "value added";
- (3) Earned media activities including at least one press event and press media kit per campaign; and,
- (4) Preparation of campaign evaluation results including all necessary reports required by MOHS and the National Highway Traffic Safety Administration.

**4. Additional provisions:**

- (1.) Should there arise any conflict between the Agreement and this Scope of Work, the other provisions of the Contract shall control.
- (2.) All work-related required approvals must be secured in advance through the OHS (DPSP-MDPS) or through his PI & E Provider designee.

**5. Period of Performance and contract term.** The period of performance of services which is the contract term under this Agreement shall be to begin on August 5, 2013, and end on March 1, 2014.

**6. Requirements Contract.** During the period of the contract, the Contractor shall provide all the services described in the contract. The Contractor understands and agrees that this is a requirements contract and that the OHS (DPSP-MDPS), shall have no obligation to the Contractor if no services are required. Any quantities that are included in the scope of work reflect the current expectations of the OHS (DPSP-MDPS), for the period of the contract. The amount is only an estimate and the Contractor understands and agrees that the OHS (DPSP-MDPS), is under no obligation to the Contractor to buy any amount of the services as a result of having provided this estimate, or of having any typical or measurable requirement in the past. The Contractor further understands and agrees that the OHS (DPSP-MDPS), may require services in an amount less than or in excess of the estimated annual contract amount and that the quantity actually used, whether in excess of the estimate or less than the estimate, shall not give rise to any claim for compensation other than the total of the unit prices in the contract for the quantity actually used and amount authorized by this agreement.

**7. Consideration and Method of Payment.**

**A.** The specified Total Contract Amount is One Million Fifty Thousand Dollars and Zero Cents (\$1,050,000.00). Refer to the attachment, "Attachment A.", which is incorporated by reference as if fully stated herein, for the budget breakdown.

**B.** The Independent Contractor will bill OHS (DPSP-MDPS) for its rendered services on a regular monthly basis. The Contractor will be compensated only for work completed as outlined in the Scope of Work. Following the satisfactory completion, as determined by OHS (DPSP-MDPS), of its monthly services, Independent Contractor shall submit invoices to OHS (DPSP-MDPS), with the appropriate documentation, on or before the last working day of the month, except that the final invoice may be timely submitted within five (5) working days after the contract ending date.

**C.** Frontier Strategies, LLC, as Independent Contractor, shall send all invoices applicable to the contract agreement and billed to the PI & E Provider at the following address:

**Mississippi Office of Highway Safety  
The Division of Public Safety Planning  
1025 Northpark Drive  
Ridgeland, MS 39157**

**D. Payment.** Contractor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. OHS (DPSP-MDPS) agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," as found within Mississippi Code Annotated and Amended (MCA )Section 31-7-301, et seq., which generally provides for payment of undisputed amounts by OHS (DPSP-MDPS) within forty-five (45) days of receipt of invoice.

**8. Relationship of Parties.** It is expressly understood and agreed that OHS (DPSP-MDPS) enters into this Contract with Independent Contractor on a purchase of service basis and not on an employer-employee relationship basis. Nothing contained herein shall be deemed or construed by OHS (DPSP-MDPS), the Independent Contractor, or any third party as creating the relationship of principal and agent, partners, joint venturers, or any similar such relationship between OHS (DPSP-MDPS) and the Independent Contractor. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of OHS (DPSP-MDPS) or the Independent Contractor hereunder, creates, nor shall be deemed to create, a relationship other than the independent relationship of OHS (DPSP-MDPS) and the Independent Contractor.

**A.** Independent Contractor represents that it has, or will secure, at its own expense, applicable personnel who shall be qualified to perform the duty required to be performed under this agreed Contract.

**B.** Any person assigned by Independent Contractor to perform the services hereunder shall be considered the employee of Independent Contractor, who shall have the sole right to hire and discharge its employee. OHS (DPSP-MDPS) may, however, direct Independent Contractor to replace any of its personnel utilized under this Contract. If Independent Contractor is notified within the first eight (8) hours of assignment and the person is unsatisfactory, Independent Contractor will not assess or charge OHS (DPSP-MDPS) for that service or work.

**C.** It is further mutually understood that the consideration expressed herein constitutes full and complete compensation for all services and performances hereunder, and that any sum due and payable to Independent Contractor shall be paid

as a gross sum with no withholdings or deductions being made by OHS (DPSP-MDPS) for any purpose from said Contract sum of money.

**D.** Independent Contractor shall pay when due all salaries and wages of its employees, or personnel utilized, and it accepts exclusive responsibility for the payment of Federal Income Tax, Social Security, Unemployment Compensation and any other withholdings that may be required.

**9. Termination for Cause.** If, through any cause, Independent Contractor shall fail to fulfill in a timely and proper manner, as determined by OHS (DPSP-MDPS), its obligations under this Contract, or if Independent Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, OHS (DPSP-MDPS) shall thereupon have the right to terminate the Contract by giving written notice to Independent Contractor of such termination and specifying the effective date thereof with at least five (5) days notice before the effective date of such termination. In the event of such termination, Independent Contractor shall be entitled to receive just and equitable compensation for satisfactory work completed on services actually aired or for documents or materials collected and/or prepared by Independent Contractor in connection with this Contract. Such compensation shall be based upon the monthly reported earned fees, as set forth and scheduled in Paragraph 7.(B). However, all said compensation shall not exceed the total specified compensation amount.

Notwithstanding the above, Independent Contractor shall not be relieved of liability to OHS (DPSP-MDPS) for damages sustained by OHS (DPSP-MDPS) by virtue of any breach of this Contract by Independent Contractor, and OHS (DPSP-MDPS) may withhold any payments to Independent Contractor for the purpose of set off until such time as the exact damages due to OHS (DPSP-MDPS) from Independent Contractor are determined.

**10. Termination for Convenience of OHS (DPSP-MDPS).** OHS (DPSP-MDPS) may terminate this Contract at any time by giving written notice to Independent Contractor of such termination and specifying the effective date thereof with at least five (5) days notice before the effective date of such termination. Independent Contractor shall be paid an amount which bears the same ratio to the total compensation as the services actually and satisfactorily performed bear to the total services of Independent Contractor covered by the Contract, less payments of compensation previously made.

**11. Ownership of Documents and Work Products.** All data collected by Independent Contractor and all documents, notes, programs, data bases (and all applications thereof), files, reports, studies, and/or other material collected and prepared by Independent Contractor in connection with this Contract shall be the property of OHS (DPSP-MDPS) upon completion of this Contract or upon termination of this Contract. OHS (DPSP-MDPS) hereby reserves all rights to the data base and all applications thereof and to any and all information and/or materials prepared under this Contract. The Independent Contractor is prohibited from use of the above described information and/or materials without the express written approval of OHS (DPSP-MDPS).

**12. Record Retention and Access to Records.** Independent Contractor shall maintain, and make available to OHS (DPSP-MDPS), any State agency authorized to audit OHS (DPSP-MDPS), the federal grantor agency, the Comptroller General of the United States or any of their duly authorized representatives, any or all financial records, supporting documents, statistical records, and all other records pertinent to the services performed under this Contract. These records shall be

maintained for at least three (3) years. However, if any litigation or other legal action, which is taken by or on behalf of the state or federal government, has begun and that is not completed at the end of the three-year period, or if audit finding, litigation, or other legal action has not been resolved at the end of the three-year period, the records shall be retained until resolution.

**13. Modification or Amendment.** Modifications, changes, or amendments to this Contract may be made upon mutual agreement of the parties hereto. However, any change, supplement, modification, or amendment of any term, provision, or condition of this Contract must be in writing and signed, hereto, by both parties.

**14. Assignments and Subcontracts.** Independent Contractor shall not assign, sublet, or otherwise transfer the obligations incurred on its part pursuant to the terms of this Contract without the prior written consent of OHS (DPSP-MDPS). Any attempted assignment or transfer of its obligation without such consent shall be wholly void.

**15. Waiver.** Failure of either party hereto, to insist upon strict compliance with any of the terms, covenants, and conditions hereof, shall not be deemed a waiver or relinquishment; nor shall any similar right of or power hereunder exercised at any subsequent time; nor will the exercise of, or the failure to exercise, any other contractual provision, hereof; nor shall any such failure to insist upon strict compliance, all shall not be construed to be a modification of the terms of this Contract.

**16. Availability of Funds.** It is expressly understood and agreed that the obligation of OHS (DPSP-MDPS) to proceed under this Contract is conditioned upon the availability of funds, the appropriation of funds by the Mississippi Legislature, and the receipt of state and/or federal funds. If, at any time, the funds anticipated for the fulfillment of this Contract are not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or through the discontinuance or material alteration of the program under which funds were provided, or if funds are not otherwise available to OHS (DPSP-MDPS) for the performance of this Contract, OHS (DPSP-MDPS) shall have the immediate right, upon written notice to Independent Contractor, to immediately terminate this Contract without damage, penalty, cost, or expense to OHS (DPSP-MDPS) of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

**17. Price Adjustment.**

**A. Price Adjustment Methods.** The Contract price may be changed only by written agreement of the parties. The value of any work covered by any claim for increase or decrease in the Contract Price shall be determined by one or more of the following methods:

(1) Unit prices, if any, previously approved by the parties and specified in this Contract; or

(2) OHS (DPSP-MDPS) may, at any time by written order, make changes in the specifications within the general scope of this Contract. If any such ordered change causes an increase in the amount due under this Contract or causes an increase in the time required for performance under this Agreement and if OHS (DPSP-MDPS) decides that the change justifies an adjustment to the Contract, an equitable adjustment in the Contract may be made by written modification of this Agreement.

(3) No charge for an extra work or material will be allowed unless the same has been provided for by written amendment to this Contract which is signed

by both parties.

**B. Submission of Cost Pricing Data.** The Independent Contractor shall provide cost or pricing data for any price adjustments subject to the provisions of Section 3-403 (Cost or Pricing Data) of the Mississippi Personal Service Contract Procurement Regulations.

**18. Indemnification.** OHS (DPSP-MDPS), absolutely, shall not be legally responsible for any negligence or wrongdoing by the Independent Contractor and/or its employees, servants, agents, contractors, and/or subcontractors. Independent Contractor agrees to indemnify, defend, save and hold harmless OHS (DPSP-MDPS) from and against all claims, demands, liabilities, suits, damages, and costs of every kind and nature whatsoever, including court costs and attorney's fees, arising out of or caused by Independent Contractor and its employees, agents, contractors, and/or subcontractors in the performance of this Contract.

**19. Workers' Compensation Exclusion.** Independent Contractor represents that it does not employ or have employees; and, that it only uses the services of independent contractors who are excluded from the Mississippi Worker's Compensation Law.

**20. Applicable Law.** This Contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in a court of competent jurisdiction in Hinds County, State of Mississippi. The Contractor shall comply with applicable federal, state, and local laws and regulations. Independent Contractor expressly agrees that under no circumstances whatsoever shall OHS (DPSP-MDPS) be obligated to pay an attorney's fee for the cost of legal action to or on behalf of the Independent Contractor.

**21. Representation Regarding Contingent Fees.** The Independent Contractor represents that it has not retained a person to solicit or secure a State contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed within this contract.

**22. Representation Regarding Gratuities.** The Independent Contractor represents that neither it nor any officer, employee, agent, subcontractor or other representative of the Independent Contractor has violated, or is violating, and further promises that it will not violate, the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the Mississippi Personal Service Contract Procurement Regulations.

**23. Procurement Regulations.** The Contract shall be governed by the applicable provisions of the Personal Service Contract Review Board Regulations, a copy of which is available for inspection at Personal Services Contract Review Board, Mississippi State Personnel Board, 210 East Capitol Street, Suite 800, Jackson, MS 39201.

**24. Severability.** If any term or provision of this Contract is prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this Contract shall not be affected thereby and each term and provision of this Contract shall be valid and enforceable to the fullest extent permitted by law. In such event, the parties shall amend the Agreement as necessary to reflect the original intent of the parties and to bring any invalid or unenforceable provisions in compliance with applicable law.



**25. Stop Work Order.**

**A. Order to Stop Work..** The Mississippi Department of Public Safety, Division of Public Safety Planning may, by written order to the Independent Contractor at any time, and without notice to any surety, require the Independent Contractor to stop all or any part of the work called for by this Contract. This order shall be for a specified period not exceeding 90 days after the order is delivered to the Independent Contractor, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, the Independent Contractor shall forthwith comply with its terms and take all steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, The Office of Highway Safety, Division of Public Safety Planning, Mississippi Department of Public Safety shall either:

- (1) cancel the stop work order; or
- (2) terminate the work covered by such order as provided in the "Termination for Cause" clause or the "Termination for Convenience" clause of this Contract.

**B. Cancellation of Expiration of the Order.** If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the Independent Contractor shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or Independent Contractor's price, or both, and the contract shall be modified in writing accordingly if: (a) the stop work order results in an increase in the time required for, or in the Independent Contractor's cost properly allocable to, the performance of any part of this Contract; and (b) the Independent Contractor asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage; provided that, if the OHS (DPSP-MDPS) procurement officer decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.

**C. Termination of Stopped Work.** If a stop work order is not canceled and the work covered by such order is terminated for default or convenience, the Independent Contractor may be paid the agreed upon price for any completed deliverable or service not previously rendered to OHS (DPSP-MDPS), provided that OHS (DPSP-MDPS) accepts any such deliverable or service; or, Independent Contractor may be paid an amount which bears the same ratio to the total compensation as the services actually and satisfactorily performed bear to the total services of Independent Contractor covered by the Contract, less previously made payments of compensation.

**D. Adjustment of Price.** Any adjustment in Contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment clause of this Contract.

**26. Disputes.** Any dispute concerning a question of fact under this Contract which is not disposed of by agreement shall be decided by the Commissioner of Public Safety for and on behalf of the OHS (DPSP-MDPS). This decision shall be reduced to writing and a copy thereof mailed or furnished to the Independent Contractor, and it shall be final and conclusive, unless within thirty (30) days from the date of the decision, Independent Contractor mails or furnishes to the Executive Director of DPSP a written request for review. Pending review and the final decision of the Commissioner of Public Safety of a dispute hereunder, the Independent Contractor shall proceed in accordance with the decision of the Commissioner. However, in a review before the Commissioner or his designee, the Independent Contractor shall be afforded an opportunity to be heard and to offer evidence in support

of its position on the question and decision under review. The decision of the Commissioner on the review shall be final and conclusive unless determined by a court of competent jurisdiction in Hinds County, State of Mississippi, to have been fraudulent, capricious, so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence.

**27. Compliance with Laws.** The Independent Contractor shall comply with all applicable laws, regulations, policies and procedures of the United States of America or any agency thereof, the State of Mississippi or any agency thereof and any local governments or political subdivisions that are in effect at the time of the execution of this Contract or that may later become effective. Specifically included, but not limited to the following, the Independent Contractor shall not discriminate against any employee nor shall any person be subject to discrimination in the performance of this Contract because of race, color, creed, sex, age, national origin, or disability.

**28. Entire Agreement.** This Contract shall constitute the entire agreement of the parties with respect to the subject matter contained herein and it supersedes and replaces any and all prior negotiations, understandings and agreements, written or oral, related thereto as between the parties. Independent Contractor acknowledges that it has thoroughly read all contract documents and has had the opportunity to receive competent advice and counsel necessary for it to form a full and complete understanding of all rights and obligations herein. Accordingly, this Agreement shall not be hereof construed or interpreted in favor of or against OHS (DPSP-MDPS) or Independent Contractor on the basis of draftsmanship or preparation by either or both of the parties.

**29. Patents and Royalties.** The Contractor covenants to save, defend, keep harmless, and indemnify the OHS (DPSP-MDPS) and all of its officers, departments, agencies, agents, and employees from and against all claims, loss, damage, injury, fines, penalties, and cost, including court cost, and attorney's fees, or other charges, or other liability and/or detrimental exposure, however caused, for or on account of any copyright or patented or non-patented invention, process, or article manufactured or used in the performance of the contract, including its use by the OHS (DPSP-MDPS). If the Contractor uses any design, device, intellectual property or material covered by patent or copyright, it is mutually agreed and understood without exception that the contract price includes all royalties or costs arising in any way from the use of such design, device, intellectual property or materials in any and all work.

**30. Quality Control.** The Contractor shall institute and maintain throughout the contract period a properly documented quality control program designed to ensure that the services are or will be provided at all times and in all respects in accordance with the contract. The Contractor's quality control program shall include providing daily supervision, conducting frequent inspections of the Contractor's staff and ensuring that accurate records are maintained in describing the disposition of all complaints. The records so created shall be communicated and open to inspection by the OHS (DPSP-MDPS).

**31. Failure to Enforce.** Failure by the OHS (DPSP-MDPS) at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract, or any part thereof, or the right of the OHS (DPSP-MDPS) to enforce any provision at any time in accordance with the contractual terms.

**32. Failure to Deliver.** In the event of failure of the Contractor to deliver services in accordance with the contract terms and conditions, the OHS (DPSP-MDPS) after due oral or written notice, may

procure the services from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the OHS (DPSP-MDPS) may have.

**33. Force Majeure.** Each party shall be excused from performance for any period and to the extent that it is prevented from performing any obligation or service, in whole or in part, as a result of causes beyond the reasonable control and without the fault or negligence of such party and/or its Subcontractors. Such acts shall include without limitation acts of God, strikes, lockouts, riots, acts of war, terrorism, epidemics, governmental regulations superimposed after the fact, fire, earthquakes, floods, or other natural disasters (the "Force Majeure Events"). When such a cause arises, the Contractor shall notify the State OHS (DPSP-MDPS) immediately in writing of the cause of its inability to perform; how it affects its performance, and the anticipated duration of the inability to perform. Delays in delivery or in meeting completion dates due to Force Majeure Events shall automatically extend such dates for a period equal to the duration of the delay caused by such events, unless the State OHS (DPSP-MDPS) determines it be in its best interest to terminate the agreement.

**34. Attorney's Fees and Expenses.** Subject to other terms and conditions of this Agreement, in the event the Contractor defaults in any obligations under this Agreement, the Contractor shall pay to the State OHS (DPSP-MDPS) all costs and expenses (including, without limitation, investigative fees, court costs, and attorneys' fees) incurred by the State OHS (DPSP-MDPS) in enforcing this Agreement or otherwise reasonably related thereto. Contractor agrees that under no circumstances shall the OHS (DPSP-MDPS) as a customer be obligated to pay any attorneys' fees or costs of legal action to the Contractor.

**35. Review.** It is understood and agreed that the Contract shall be made available to the DPS Personal Service Contract Review Board which may review this contract.

**36. Notice.** Any notice required or permitted to be given under this Contract shall be in writing and sent by United States Certified Mail, Return Receipt Requested, to the party to whom the notice should be given at the address set forth below:

**THE MISSISSIPPI DEPARTMENT OF PUBLIC SAFETY:**

**Albert Santa Cruz,  
Commissioner of Public Safety  
Mississippi Department of Public Safety  
Post Office Box 958  
Jackson, MS 39205-0958**

**INDEPENDENT CONTRACTOR:**

**Officer, Director and Registered Agent: Quinton Dickerson, III  
Frontier Strategies, LLC  
740 Avignon Drive, Suite A  
Ridgeland , Mississippi 39157**

**37. Authority to Contract.** Contractor warrants (a) that it is a validly organized business with valid authority to enter into this agreement; (b) that it is qualified to do business and in good standing

in the State of Mississippi; ( c ) that entry into and performance under this agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind, and (d) notwithstanding any other provision of this agreement to the contrary, that there are no existing legal proceedings or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this agreement.

**38. Debarment and Suspension.** The Contractor certifies to the best of its knowledge and belief, that it:

(1) Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any Federal department or agency or any political subdivision or agency of the State of Mississippi;

(2) Has not within a three year period preceding this contract been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of these offenses enumerated in paragraph two (2) of this certification; and

(4) Has not within a three-year period preceding this contract had one or more public transactions (Federal, State, or Local) terminated for cause or default.

**39. CERTIFICATE OF CURRENT COST OR PRICING DATA**

This is to certify that, to the best of my knowledge and belief, cost or pricing data as defined in section 3-101.01 of the Mississippi Personal Service Contract Procurement Regulations submitted, either actually or by specific identification in writing (see section 3-403.04) to the Procurement Officer in support of this OHS (DPSP-MDPS) project, are accurate, complete, and current as of August 1, 2013.

This certification includes the cost or pricing data supporting any advance agreement(s) between the Contractor and the State of Mississippi, OHS (DPSP-MDPS), which is (are) part of the contract.

**Firm: Frontier Strategies, LLC  
740 Avignon Drive, Suite A  
Ridgeland , Mississippi 39157**

**Name: Quinton Dickerson, III  
Title: Officer, Director and Registered Agent  
Certificate date: August 1, 2013**

40.

**MISSISSIPPI EMPLOYMENT PROTECTION ACT**  
**E-VERIFICATION**

Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act, Mississippi Code Annotated §§ 71-11-1 and 71-11-3, and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor agrees to maintain records of such compliance and, upon request of the State, to provide a copy of each such verification to the State. Contractor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws of these warranties, the breach of which may subject Contractor to the following:

- (1) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years with notice of such cancellation/termination being made public;
- (2) the loss of any license, permit, certification or other document granted to Contractor by an agency, department or governmental entity for the right to do business in Mississippi for upto one (1) year; or,
- (3) both--in the event of such termination/cancellation, Contractor would also be liable for any additional costs incurred by the State due to Contract cancellation or loss of license or permit.

41.

**E-PAYMENT**

Contractor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The agency agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," Mississippi Code Annotated §31-7-301, et seq., which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of invoice.

42.

**TRANSPARENCY**

This contract, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," codified as section 25-61-1 et seq., Mississippi Code Annotated and exceptions found in Section 79-23-1 of the Mississippi Code Annotated (1972, as amended). In addition, this contract is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008 (MATA), codified as Section 31-7-13 of the Mississippi Code Annotated (1972, as amended). Unless exempted from disclosure due to a court-issued protective order, this contract is required to be posted to the Department of Finance and Administration's independent agency contract website for public access. Prior to posting the contract to the website, any information identified by the Contractor as trade secrets, or other proprietary information including confidential vendor information, or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes will be redacted.

43.

**PAYMODE**

Payments by state agencies using the Statewide Automated Accounting System (SAAS) shall be made and remittance information provided electronically as directed by the DPS. These payments shall be deposited into the bank account of the Contractor's choice. The DPS, may at its sole

discretion, require the Contractor to submit invoices and supporting documentation electronically at any time during the term of this Agreement. Contractor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.

44. **REQUEST FOR PROPOSAL EXCLUSION**


Contractor herein agrees that is will not participate in the next Request for Proposal ("RFP") relative to the MDPS-DPSP-NHTSA media campaigns. By agreeing to this exclusion, Contractor waives all rights and interests in petitioning to be a participant in the bid process for the next RFP. Moreover, the Contractor agrees that they will not seek to work as a subcontractor or partner with any other entity that is allowed to participate in the RFP process as well.

\* \* \* \* \*

IN WITNESS WHEREOF, THIS AGREEMENT IS ENTIRELY CONTAINED WITHIN THIS CONTRACT, WHICH IS BY THE PARTIES SIGNED, EXECUTED AND DELIVERED, AS EVIDENCED BY THEIR RESPECTIVE SIGNATURES THAT APPEAR BELOW AND ON THE NEXT PAGE:

WITNESS MY SIGNATURE this, the 2nd day of August, 2013,

MISSISSIPPI DEPARTMENT OF PUBLIC SAFETY  
DIVISION OF PUBLIC SAFETY PLANNING

BY:   
ALBERT SANTA CRUZ  
COMMISSIONER OF PUBLIC SAFETY

\* \* \* \* \*

STATE OF MISSISSIPPI  
COUNTY OF Hinds

On this the 2nd day of August, 2013, before me, Albert Santa Cruz the undersigned officer, personally appeared **ALBERT SANTA CRUZ, COMMISSIONER OF PUBLIC SAFETY**, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed and delivered the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.



Teresa Watson  
NOTARY PUBLIC

SEAL

My Commission Expires \_\_\_\_\_

\* \* \* \* \*

AND, WITNESS MY SIGNATURE on this, the 7<sup>th</sup> day of August, 2013,

INDEPENDENT CONTRACTOR

BY: [Signature]  
QUINTON DICKERSON, III  
OFFICER, DIRECTOR AND REGISTERED AGENT  
FRONTIER STRATEGIES, LLC

\* \* \* \* \*

STATE OF MISSISSIPPI  
COUNTY OF Hinds

On this the 7<sup>th</sup> day of August, 2013, before me, Quinton Dickerson, III  
the undersigned officer, personally appeared **QUINTON DICKERSON, III, OFFICER,  
DIRECTOR AND REGISTERED AGENT, FRONTIER STRATEGIES, LLC**, known to me  
(or satisfactorily proven) to be the person whose name is subscribed to the within instrument and  
acknowledged that she executed and delivered the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

Teresa Watson  
NOTARY PUBLIC

SEAL

My Commission Expires \_\_\_\_\_



REFER TO NEXT PAGE BELOW FOR ATTACHMENT (A.) Budget Breakdown

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UPON REQUEST,

AGREEMENT PREPARED BY:



R. Steven Coleman, Attorney Senior  
Mississippi Bar Number: 6365  
Mississippi Department of Public Safety  
Division of Public Safety Planning

1025 NorthPark Drive  
Ridgeland, MS 39157  
Telephone: (601) 977-3720  
Fax: (601) 977-3701  
E-mail: [scoleman@dps.ms.gov](mailto:scoleman@dps.ms.gov)

**ATTACHMENT (A.)**  
**Budget Breakdown**

As consideration for all services, components, deliverables and performance by Contractor under this Agreement, Independent Contractor shall be paid a fee not to exceed the following specified budget amounts:

FY13 National Labor Day Impaired Driving Campaign:  
not to exceed Four Hundred Fifty Thousand Dollars and  
Zero Cents (\$450,000.00) for public relations services,  
account management, media broadcast airtime cost  
reimbursement, public media placement, actual paid  
media and all personnel cost;

FY14 National Christmas / New Year and Super Bowl  
Impaired Driving Campaigns: not to exceed Six  
Hundred Thousand Dollars and Zero Cents  
(\$600,000.00) for creative production costs, media  
broadcast airtime cost reimbursement, public media  
placement, actual paid media. (The purpose of this  
estimated amount is for Frontier Strategies, LLC, to  
actually pay the vendors directly, for the media air time  
broadcast costs, up to this maximum amount, and to  
allow submission of vouchers and invoices to OHS  
(DPSP-MDPS) for cost reimbursement.)

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Maximum Contract Total: \$1,050,000.00

**ATTACHMENT (B.)**  
**Contractor Requirements**

**Staffing and Management.** The Contractor will provide an account management staff with exceptional breadth and depth in media planning, creative development, media buying, earned media, and working with partners and stakeholders.

The Contractor will provide a staffing plan, which includes all applicable staff, rates of pay and any proposed benefits package information, along with an accompanying organization chart, including account, media, planning, public relations or creative development team leads and other key personnel. In the plan and chart, Contractor will indicate the approximate



percentage of time that all proposed staff will be dedicated to this project. Key personnel shall be identified by name. Others may be identified by title/position.

- END OF CONTRACT -

[c:\ Emergency Contract: MDPS-DPSP (OHS). Mississippi Office of Highway Safety.  
Media and Public Relations. Frontier Strategies, LLC. wpd. Revised 8-2-2013. RSC]