

SERVICES AGREEMENT

This Services Agreement is entered into by and between Gray Reed Advisory Services, LLC (“GRAS”) D/B/A GRPR, with its principal place of business located at 1300 Post Oak Blvd, Suite 2000, Houston, TX 77056, and The Town of Prosper, Texas (“Client”), with its principal address being 250 W. First Street, Prosper, Texas 75078, hereinafter sometimes referred to collectively as “Parties” or singularly as a “Party.”

RECITALS

Client wishes to contract with GRPR to provide services in the field of Strategic Communications Planning and Crisis Communications Services, more particularly described in Appendix A to this Services Agreement;

This Agreement, Appendix A and the attached Terms and Conditions (collectively the “Agreement”) set forth the Parties’ responsibilities and obligations in connection with this engagement.

TERMS

1. Scope of Services. GRPR will perform and implement, in whole or in part, the services detailed in Appendix A (“Services”), which are designed to accomplish the objectives of the Client. GRPR shall use its best efforts to perform the Services such that the results are satisfactory to the Client.
2. Contract Administration; Communications. GRPR will be responsible to Client for performing the Services under this Agreement. GRPR and Client agree to identify and maintain a mutually agreeable communications process to keep Client fully and currently informed concerning the activities of GRPR on behalf of Client. GRPR and Client agree that GRPR will work closely with other consultants, team members, and related organizations and individuals as designated by Client, and as necessary to accomplish the objectives of the Client.

GRPR Contact: Marc Rylander (mrylander@grprpublicaffairs.com)

Client Contact: Robyn Battle (ap@prospertx.gov)

Pricing. A monthly fee of \$5,000.00 from October 1, 2023 (“Effective Date”) through September 30, 2024 (“Termination Date”), with an option for annual renewal. Payment terms are Net 30.

3. Terms of Service and Termination. This Agreement will commence on the Effective Date. Either Party may terminate this Agreement without cause by providing the other Party 30 days’ notice in writing. Upon termination, Consultant will render Client an invoice and within 30 days after receipt of said invoice, Client shall pay Consultant in full whatever sums may be due for work performed.

4. Counterparts. This Agreement may be executed in counterparts by exchange of signature pages by mail, facsimile, email or other electronic means, each of which will be deemed an original and all of which will together constitute the same instrument.

By executing this Agreement, each signatory affirms that they have read, understand, and agree with its terms, and that each has the full power and authority to enter this Agreement on behalf of the entity for which they have signed.

For: Gray Reed Advisory Services, LLC D/B/A GRPR
1300 Post Oak Blvd, Suite 2000
Houston, TX 77056

By: _____ Date: _____
Marc Rylander

For: Town of Prosper, Texas
250 W. First Street
Prosper, Texas 75078
TEL: 972-569-1011

By: _____ Date: _____
Mario Canizares, Town Manager

Appendix A

TOWN OF PROSPER, TEXAS Communications Services Scope of Work

Conduct ongoing assessment of the Town's current communication readiness, training, and processes, and make recommendations for action and improvement:

GR PR Public Affairs Chief Communications Officer Marc Rylander will meet individually or collectively with the Mayor, Council, Town Manager, Executive Director(s), Police Chief, Fire Chief, Communications Manager, and others, as needed, to maintain strong and open communications which will help develop communication processes as the Town continues its exponential growth. From these meetings/discussions, an assessment will be made of current overall communications readiness and recommendations for improvement will follow.

Conduct strategic consultation meetings with Town officials on crisis communication/issues management mitigation and response and prepare a minimum of one (1) annual tabletop exercise to expose staff and elected officials to different crisis scenarios.:

GR PR Public Affairs will meet individually or collectively with the Town Manager, Executive Director, Police Chief, Fire Chief, Communications Manager, and others to identify current crisis communications protocol and, from that, work towards developing a comprehensive crisis communications strategy that will have immediate implementation.

GR PR Public Affairs will continually review crisis response as the Town experiences such occurrences and will conduct a minimum of one (1) annual crisis response exercise by September 30, 2023 to expose staff and elected officials to potential crisis threats or situations that could occur and might include mass casualties, loss of life, major structural damage, or loss of normal communications mediums.

Maintain a media contact database for the Town of Prosper:

GR PR Public Affairs will regularly review and update the media database for the Town of Prosper. While anyone is welcome to join this distribution list, a concerted effort will be placed on maintaining email information for correspondents, reporters, and writers who cover Collin County stories for the four network television affiliate stations, the two largest Spanish-speaking affiliates, the news radio stations in the area, and for the major Dallas and Collin County newspapers. Furthermore, this list will include elected officials and staff in their district offices, as well as any state or national media/press representatives who tend to cover news stories in this region.

Training for Town staff and elected officials on non-crisis interaction with the media and on social media platforms (two or more sessions by September 30, 2023):

GR PR Public Affairs will prepare and present materials for ongoing media and social media training sessions for all Town officials who have such interaction in their official capacities. This will include training sessions for elected officials, the Town Manager, Directors, Chiefs, and departmental communicators. These trainings will take place at a time determined by the Town Manager, and/or Executive Director.

On-call media relations services in the event of a crisis:

GR PR Public Affairs Chief Communications Officer Marc Rylander will serve as the backup on-call communications contact for the Town at all times. He will be ready to engage during any unplanned activity in the Town that could be press-worthy when contacted. In the event that the Communications Manager is off-duty, he will serve as the primary person on-call. He will work with the Town Manager, Executive Director, and Fire and Police Chiefs in Prosper (and surrounding communities, if applicable) during such situations to create and execute an immediate crisis communications strategy—within the structure of the Town of Prosper Crisis Communications Plan.

In-person or virtual presence in the Town’s Emergency Operations Center (EOC):

GR PR Public Affairs will be available to coordinate with Town officials and assist with any media activity on the scene or in an Emergency Operations location in the immediate aftermath any major police or fire event, catastrophic event, or natural disaster in the Town.

Preparing and distributing public statements and media releases:

GR PR Public Affairs will review and/or edit initial drafts of all press releases, media advisories, and statements issued by the Town during a crisis situation. They will work collectively with the Mayor and Council, Town Manager, Chiefs, Communications staff and/or Directors to maintain accuracy and consistency in statements that are issued for public distribution or as response to inquiries from credentialed media/press agencies.

Coordinating press conferences and preparing Town spokespersons or elected officials for media interviews and/or press conferences:

GR PR Public Affairs will organize, alert the press, and conduct press conferences for any acute newsworthy activities in the Town. They will communicate with the Town Manager, Communications staff, Police, and Fire Administration to coordinate and carry-out these meetings with the media/press. They will also be available to assist with any media activity on the scene at any police and/or fire event in the Town.

GR PR Public Affairs will train existing staff that currently functions or will function as the Public Information Officer(s), as well as anyone from the Town who would speak at a press conference on behalf of the Town of Prosper during the contracted period of this agreement. They will have ongoing communications with the media, organize media activity in the Town, determine what information will be distributed from the Town and to whom it will be distributed, and will monitor and provide input on any/all social media activity by the Town.

Evaluate regular scheduled press/media, social media, and newsletter articles:

GR PR Public Affairs will obtain Town events scheduling at a regularly scheduled meeting with the Communications staff and will evaluate messaging and media strategy related to Town events, as needed.

Review websites and monitoring social media for updates and changes:

The GR PR Public Affairs team will monitor and offer update suggestions of all electronic platforms of the Town. This includes, but is not limited to, websites and social media platforms.

Terms and Conditions

These Terms and Conditions form an integral part of the Services Agreement (together, the “Agreement”) to which they relate and will apply to any subsequent services performed (“Services”).

Compliance: Gray Reed Advisory Services, LLC (“GRAS”) D/B/A GR||PR (“GRPR”), performs its services as an independent contractor for Client and complies with all federal, state and local laws. Each Party to the Agreement represents that it will comply with all laws, rules and regulations applicable to it in connection with the Services to be performed under the Agreement and to the extent authorized by Texas law, will indemnify and hold harmless the other Party for any liability arising out of its failure to comply with all federal, state and local laws.

Payment for Services: Fees for the Services provided hereunder are based on the commercial terms set forth in the applicable Agreement. Client will reimburse GRPR for actual expenses incurred by it in connection with the provision of Services as set forth on any invoices submitted to Client. Any invoice not paid in full by the tenth (10th) day of the month following the date of the statement is considered past due and may incur a late payment fee of two (2) percent of the unpaid balance for each month or portion of month in which it remains unpaid. Services may be halted on any overdue account and will resume upon payment, subject to the provisions in the Agreement.

Taxes on the Purchase of Services: Client will reimburse GRPR, pay directly to the appropriate tax authority, or timely file a valid tax exemption certificate for all transaction taxes including sales, use, value added, or similar taxes legally imposed upon the transactions arising hereunder. All such taxes become due when billed by GRPR to Client, or when assessed, levied, or billed by the appropriate taxing authority, even if such billing occurs subsequent to the expiration of this Agreement.

Client Data: GRPR will rely on the accuracy and completeness of any information, representations, and books and records (“Client Data”) provided to it by Client; GRPR has not been engaged to audit or verify Client Data and will not provide any assurances concerning the reliability, accuracy or completeness of such information. GRPR will be given sufficient access to the books, records, reports, and personnel of Client to perform the Services. Unless specifically so engaged, the Services are not intended to be relied upon to disclose errors, irregularities, or illegal acts, including fraud or defalcations that may exist; GRPR will, however, inform Client of any such matters that come to its attention. GRPR is not responsible either for updating nor for monitoring the use of the Services once they are completed.

No Third-Party Reliance: Any assessments made by GRPR as a part of its defined Services are designed to assist management of Client in carrying out their responsibilities, and the Services are intended solely for the benefit and use by Client. No third party will be a beneficiary of the Agreement or the Services, nor will Client cause or allow any other third party to use or rely upon GRPR’s performance of the Services. In its use of the Services, Client may not attribute them to or identify GRPR without its prior written consent and GRPR disclaims any liability for use of the Services by anyone other than Client from the use of Services. GRPR is providing Services for the internal use of Client only, which Client may use in any manner provided in the Agreement, and to the extent authorized by Texas law, Client will indemnify and hold harmless GRPR and its management, employees, and agents for any liability arising out of any use of the Services by any third party, which would be considered a material breach of the Agreement.

No Warranty; Limitations: GRPR warrants that (i) it will provide Services in good faith in accordance with applicable professional standards; (ii) it will comply with all applicable laws and regulations; and (iii) its work product will not infringe upon any third party’s patent, trademark, or other intellectual property rights. GRPR expressly disclaims any other warranty. Neither party shall be liable to the other for any consequential, indirect, or similar damages, including lost profits, lost data, loss of goodwill or business interruption as a result of the Services. In any action to enforce or for the breach of this Agreement, the prevailing party to such action shall be entitled to recover its reasonable and necessary attorneys’ fees. Except for damages related to violation of law, intellectual property infringement, gross negligence or intentional misconduct, the amount recoverable from either party for breach of this Agreement shall be limited to the net profits of GRPR performing services under the Services Agreement.

Indemnification and Insurance: To the extent authorized by Texas law, Client shall indemnify, defend, and hold harmless GRPR and its directors, officers, and employees from any and all claims arising from or in connection with the performance of Services, including but not limited to statutory violations, injury or death of any and all persons and from any and all damage to property. Client and GRPR warrant that they each carry workers' compensation, comprehensive liability, automobile, and other insurance with reasonable coverage and in reasonable amounts sufficient to insure against anticipated risks in connection with performing Services under this Agreement.

Confidentiality: GRPR agrees to maintain in confidence and not disclose or use any non-public, proprietary, or confidential information or know-how belonging to Client except as required by law or judicial process. Proprietary information refers to any information obtained from, or disclosed by, Client, or which was learned or discovered by GRPR in the performance of the Services, and which either is represented to be confidential by means of labeling or declaration or is by its nature reasonably understood to be confidential. Such proprietary information includes, but is not limited to, software, technical and business information relating to Client's inventions, or products, research and development, trade secrets, finances, customers, marketing, and future business plans. Client agrees that GRPR may use its name and logo in a client list used as marketing materials on its website or in its proposal packages.

Client agrees to maintain in confidence and protect any information obtained by it that contains proprietary or private information about GRPR or its employees or independent contractors, including but not limited to, billing rates, tools and methodologies, background information, background screening results and social security numbers.

Ownership and Intellectual Property Rights: All work products that GRPR creates, conceives, or develops in connection with performing Services ("Work Product") will be works made for hire owned exclusively by Client. To the extent GRPR utilizes its tools, methodologies, templates, playbooks or any other tangible or intellectual property in connection with the performance of Services hereunder, such property shall remain the sole and exclusive property of GRPR, and Client will be granted a perpetual, worldwide, nonexclusive, royalty free license to the extent necessary to use such property in connection with the Work Product. To the extent GRPR's work includes the creation or modification of any intellectual property in any medium including print, design, video, audio, digital or otherwise, upon completion of the work and expressly conditioned upon full payment of all fees and costs due, GRPR grants to Client limited usage rights of the final content as provided to Client. These rights shall include the right for Client to modify such work. Further, nothing contained in this Agreement prohibit GRPR from using any of its general knowledge, know-how and proprietary work product to perform similar services for others.

GRPR may retain copies of Work Product after the conclusion of Services for purposes of complying with laws and other requirements. GRPR will remain subject to the confidentiality obligations contained herein.

Client shall be solely responsible for ensuring any trademarks or domain names do not conflict with the rights of any third party. Client shall also be solely responsible for registering all such trademark or domain names and for taking any other necessary steps to protect such trademark or domain name, along with any related regulatory compliance. The costs of such screening of trademarks or domain names, registration, and other measures shall be born solely by Client. Client shall have sole responsibility for ensuring that trademarks, intellectual property or other content provided by Client to GRPR do not infringe on the rights of third parties, and to the extent authorized by Texas law, Client shall indemnify, save and hold harmless GRPR from any and all damages, liabilities, costs, losses or expenses arising out of any claim, demand, or action by a third party alleging such infringement.

Non-Solicitation of GRPR Employees: During the term of this Agreement and for a period of one (1) year after the termination of this Agreement or the completion of the Services, Client will not solicit, induce, recruit or encourage, directly or indirectly, (nor will Client direct, encourage or assist anyone else to solicit, induce, recruit or encourage) any of the GRPR's employees or contractors to terminate or modify their relationship with GRPR.

Termination of the Agreement: This Agreement may be terminated by either Party upon thirty (30) days' prior written notice to the other Party. Any notice of termination shall be effective upon receipt. Upon such termination, Client is required to pay all fees then due and owing for Services performed up to termination by GRPR.

Entire Agreement: The Agreement represents the entire understanding between the Parties. In the event of any conflict between these Advisory Terms and Conditions and the Services Agreement, the terms of the Services Agreement will control.

Governing Law and Dispute Resolution: This Agreement shall be deemed to be made in the State of Texas and shall be governed by and construed in accordance with the laws of the State of Texas, exclusive of its choice of law provisions. The courts of the State of Texas sitting in Harris County, Texas shall have jurisdiction over any and all disputes arising from or pertaining to this Agreement. The Parties expressly waive any other venue to which they may be entitled by virtue of domicile or otherwise and irrevocably submit to the exclusive jurisdiction of the Harris County courts and waive the defense of inconvenient forum to the maintenance of any such action or proceeding in such venue.