



SERVICES AGREEMENT

This services agreement (“Agreement”) is entered into by and between Strategies 360 Texas, LLC (“Consultant”) with its principal offices at 919 Congress, Suite 1100, Austin, Texas 78701, and the Town of Prosper, with its principal address at 250 W. First Street, Prosper, Texas 75078, together with the Prosper Economic Development Corporation, with its principal address at 121 W. Broadway Street, Prosper, Texas 75078 (“Clients”), hereinafter sometimes referred to collectively as the (“Parties”).

RECITALS

- A. Clients wish to contract with Consultant to provide services in the field of government relations and strategic advocacy on the terms and conditions set forth herein.
- B. Consultant is willing to perform such services in accordance with this Agreement.

In consideration of the mutual promises and agreements contained herein, the Parties agree as follows:

1. Scope of Services. Consultant is retained and appointed to implement the services outlined in the attached Appendix A (“Services”), which are designed to accomplish the objectives of the Clients. Consultant shall use Consultant’s best efforts to perform the Services such that the results are satisfactory to Clients.
2. Contract Administration; Communications. Consultant's employees will be responsible for performing the Services under this Agreement. Clients and Consultant shall identify and maintain a mutually agreeable communication process to keep Clients fully and currently informed about activities of Consultant on behalf of Clients. Consultant will work closely with other consultants, team members, and related organizations and individuals as designated by Clients, and as necessary to accomplish the objectives of the Clients.
 - Primary Strategies 360 Contact: **Jake Posey** (jakep@strategies360.com)
 - Primary Clients Contact: **Robyn Battle** (rbattle@prospertx.gov)
3. Compensation. Consultant will perform the Services described in this Agreement on a monthly retainer basis. Clients agree to pay a monthly retainer of \$4,000.00 per month beginning November 1, 2022 (“Effective Date”) through December 31, 2023 (“Termination Date”). It is agreed and understood that the above fee will be split evenly between the Town of Prosper and the Prosper Economic Development Corporation for the combined services rendered on behalf of Clients.

Except as otherwise provided, Consultant's fees for service do not include additional costs deemed necessary by Clients such as creating and printing materials, conducting public opinion research (e.g. polling), and providing other strategic and/or support services as requested by the Clients. Clients shall be responsible for applicable state or local sales or excise taxes associated with the Services, if any.

4. Expenses. In addition to compensation payable to Consultant pursuant to this Agreement, Clients will reimburse Consultant for costs and disbursements incurred in performing the Agreement including, but not limited to, transportation and travel costs, food, lodging and automobile mileage at the applicable federal rate per business mile, and for necessary entertainment. Consultant shall include an accounting of costs and disbursements and the amount owed on the periodic statements rendered to Clients. Total monthly charges to Clients under this section of the Agreement will not exceed 10% of monthly service retainer without advance approval from Clients.
5. Payment. Consultant shall send monthly invoices to the Clients on the first day of each month of service for the fees jointly agreed by the Parties. Clients shall pay Consultant's fees in full within 30 days of receipt ("Due Date").
 - Strategies 360 Billing Contact: Janice Leevin (janicel@strategies360.com)
 - Town of Prosper Billing Contact: Ivonne Ruiz (ap@prospertx.gov)

Payment terms are Net 30. If any invoiced amount is not received by Consultant by the Due Date, those charges may accrue late interest at the rate of 2% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower. Consultant will not exercise these rights if Clients disagree with the applicable charges reasonably and in good faith and is cooperating diligently to resolve the disagreement.

6. 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 Clients an invoice and within 30 days after receipt of said invoice, Clients shall pay Consultant in full whatever sums may be due for work performed.
7. Confidential Matters and Proprietary Information. The Consultant shall keep in confidence all information that may be acquired in connection with or as a result of the Agreement. The Consultant shall not publish, communicate, divulge, disclose or use any of such information, which has been designated by Clients as proprietary or confidential or which from the surrounding circumstances in good conscience ought to be treated by the Consultant as proprietary or confidential, without the prior written consent of Clients. Upon termination or expiration of the Agreement, the Consultant shall deliver all relevant records, data, information, and other documents and all copies thereof requested by Clients, which shall remain the property of Clients.
8. Conflict of Interest. The Consultant has performed an internal conflict of interest check and determined that there is not a conflict of interest under Consultant policy as between the work

to be performed under this Agreement and that work performed for other Clients of the Consultant's state or local branch office which is managing this Agreement. Consultant shall advise if such a conflict arises in the future. Furthermore, Clients shall have a right of first refusal on any additional municipal clients that may approach (or attempt to retain) Consultant for similar services as those being performed on behalf of Clients.

9. Intellectual Property. To the extent Consultant'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, Consultant grants to Clients usage rights of the final content as provided to Clients. These rights shall include the right for Clients to modify such work. All other rights, including copyrights, are reserved by Consultant. In the event the Consultant's work is for creation or modification of Clients' trademark content, conditioned upon full payment of all fees and costs due, Consultant assigns to Clients all rights to such trademarks except that Consultant may utilize such trademark in its own marketing and educational materials. Consultant shall cooperate with Clients and shall execute any additional documents reasonably requested by Clients to evidence such assignment. Clients shall be solely responsible for ensuring any trademarks or domain names do not conflict with the rights of any third party. Clients shall also be solely responsible for registering all such trademark or domain names and for any other steps necessary 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 Clients. Clients shall have sole responsibility for ensuring that trademarks, intellectual property or other content provided by Clients to Consultant do not infringe the rights of third parties, and Clients shall indemnify, save and hold harmless Consultant 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.
10. Independent Contractor. In all matters relating to this Agreement, the Consultant shall be acting as an independent contractor. The Consultant is not an employee of Clients under the meaning or application of any federal or state unemployment insurance or workers' compensation laws, and the Consultant shall assume all liabilities and obligations imposed by any one or more of such laws. Consultant will work with the Clients to determine the time, the place and the manner in which it will accomplish its services.
11. Entire Agreement. This Agreement constitutes the entire agreement between Clients and the Consultant in regard to the subject matter hereof and supersedes all prior or contemporaneous communications, representations, or agreements, whether oral or written, with respect thereto. No agreements hereafter made between the parties shall be binding on either party unless reduced to writing and signed by authorized representatives of the parties.
12. Governing Law and Venue. This Agreement will be governed by and construed in accordance with the laws of the State of Texas applicable to agreements made and to be entirely performed within the State of Texas, without resort to its conflict of law provisions. The state or federal court in Travis County, Texas will be the jurisdiction in which any suits should be filed if they relate to this Agreement.

13. Non-Solicitation of Consultant Employees. During the Term of this Agreement and for a period of one (1) year after the termination of this Agreement, Clients will not solicit, induce, recruit or encourage directly or indirectly (nor will Clients direct, encourage or assist anyone else to solicit, induce, recruit or encourage) any of the Consultant's employees to terminate their employment with Consultant or to work elsewhere.
14. Indemnification and Insurance. To the extent authorized by Texas law, clients shall indemnify, defend, and hold harmless Consultant 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, Contractor's independent contractor status, or for injury or death of any and all persons whatsoever and from any and all damage to property. Clients and Consultant 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 services under this Agreement.
15. Warranty and Limitation of Damages. Consultant shall seek to carry out the Services in accordance with good industry practice and in a professional manner. **However, the Services and other work is provided "AS IS" and no express or implied warranty or guarantee is made and all such warranties, including merchantability and fitness for a particular purpose, are specifically disclaimed.** Consultant's liability of any nature to Clients shall be limited to the amount of the net profits of Consultant in performing services under this Agreement. Consultant shall not be liable for any indirect, special, incidental, punitive, or consequential damages of any kind including, but not limited to lost profits, lost data, loss of goodwill or business interruption.
16. 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.

Executed in the County of Travis, Texas:

For: **STRATEGIES 360 TEXAS, LLC**
919 Congress, Suite 1100
Austin, Texas 78701
TEL: 817/320-4587

By: *C. Jake Posey*
Jake Posey, SVP - Texas

Date: 11/04/22

For: **The Town of Prosper**
250 W. First Street
Prosper, TX 75078

By: _____
Ron K. Patterson – Interim Town Manager

For: **Prosper Economic Development Corporation**
121 W. Broadway Street
Prosper, TX 75078

By: _____ Date: _____
Jordan Simms – President

Appendix A Scope of Work

You are engaging Strategies 360 to provide the following types of services:

1. Assist the Town of Prosper and the Prosper Economic Development Corporation teams in the development, submission, negotiation, and/or modification of specific legislative measures to be filed during the 88th Texas Legislative Session;
2. Assist the Town of Prosper and the Prosper Economic Development Corporation teams in the support/passage or opposition/defeat of certain legislative measures being filed during the 88th Texas Legislative Session, including the preparation of written comments and correspondence and providing assistance in the preparation of public testimony.
3. Coordinate meetings involving elected and appointed officials and staff of the Town of Prosper and the Prosper Economic Development Corporation to promote positive branding and discuss legislative and executive elements with the following, as appropriate: relevant legislative committee members, legislators, legislative staff members, and stakeholders in the offices of the Speaker, Lt. Governor, Governor, Office of the Attorney General, and the Texas Comptroller;
4. Monitor relevant Texas legislation that may impact the Town of Prosper and the Prosper Economic Development Corporations' interests; provide regular reports on the status of relevant legislation, seeking guidance and/or making recommendations on the Town's or EDC's position.
5. Attend relevant legislative committee hearings and appropriate agency meetings where topics of interest and impact may arise;
6. Support or oppose administrative action and legislation through contacts with legislators and staff, as well as stakeholders in the offices of the Governor, Lt. Governor, Speaker of the House of Representatives, and the Comptroller of Public Accounts;
7. Conduct requested research regarding legislative history, policy, and budget considerations, as appropriate, to assist the Town and EDC in assessing the impact of proposed legislation;
8. Services shall include coverage of any special legislative sessions.