



SERVICES AGREEMENT
Town of Prosper, Texas

This services agreement (“Agreement”) is entered into by and between Strategies 360, Inc. (“Consultant”) with its principal offices at 1505 Westlake Ave N, Suite 1000, Seattle, Washington, 98109, and **The Town of Prosper, Texas** (“Client”), with its principal address being **P.O. Box 307 Prosper, Texas 75078**, hereinafter sometimes referred to collectively as the (“Parties”).

RECITALS

- A. Client wishes to contract with Consultant to provide services in the field of **Strategic Communications Planning and Crisis Communications Services** 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 Client. Consultant shall use Consultant’s best efforts to perform the Services such that the results are satisfactory to Client.
2. Contract Administration; Communications. Consultant's employees will be responsible for performing the Services under this Agreement. Client and Consultant shall identify and maintain a mutually agreeable communication process to keep Client fully and currently informed about activities of Consultant on behalf of Client. Consultant 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.
 - Primary Strategies 360 Contact: **Marc Rylander (MarcR@Strategies360.com)**
 - Primary Client Contact: **Robyn Battle, Executive Director of Community Services (RBattle@ProsperTX.gov)**
3. Compensation. Consultant will perform the Services described in this Agreement for a fee of **\$5,000** per month from **October 1, 2022** (“Effective Date”) through **September 30, 2023** (“Termination Date”) with option for annual renewal.

Except as otherwise provided, Consultant's fees for service do not include additional costs deemed necessary by Client 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 Client. Client 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, Client 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 Client. Total monthly charges to Client under this section of the Agreement will not exceed 10% of monthly service retainer without advance approval from Client.
5. Payment.
Consultant shall send monthly invoices to the Client on the first day of each month of service for the fees jointly agreed by the Parties. Client 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, Texas** 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 Client disagrees 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 Client an invoice and within 15 days after receipt of said invoice, Client 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 Client 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 Client. 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 Client, which shall remain the property of Client.

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.
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 Client limited usage rights of the final content as provided to Client. These rights shall include the right for Client 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 Client's trademark content, conditioned upon full payment of all fees and costs due, Consultant assigns to Client all rights to such trademarks except that Consultant may utilize such trademark in its own marketing and educational materials. Consultant shall cooperate with Client and shall execute any additional documents reasonably requested by Client to evidence such assignment. 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 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 Client. Client shall have sole responsibility for ensuring that trademarks, intellectual property or other content provided by Client to Consultant do not infringe the rights of third parties, and Client 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 Client 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 Client 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 Client 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 Washington applicable to agreements made and to

be entirely performed within the State of Washington, without resort to its conflict of law provisions. The state or federal court in King County, Washington 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, 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 Consultant's employees to terminate their employment with Consultant or to work elsewhere.
14. Indemnification and Insurance. To the extent authorized by Texas law, Client 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. Client 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 Client 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 King, Washington:

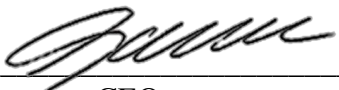
For: **STRATEGIES 360, INC.**

1505 Westlake Ave N, Suite 1000

Seattle, Washington 98109

TEL: 206/282-1990

FAX: 206/282-2704

By: 

Ron Dotzauer, CEO

Date: September 21, 2022

For: **Town of Prosper**

250 W. First Street

Prosper, TX 75078

TEL: **972-569-1011** FAX: **[972-346-9335]**

By: _____
[Ron K. Patterson, Interim Town Manager]

Date: _____

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:

Strategies 360 SVP for Communications for Texas, 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.:

Strategies 360 will meet individually or collectively with the Town Manager, Executive Directors, 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.

Strategies 360 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:

Strategies 360 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):

Strategies 360 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 of Community Services.

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

Strategies 360 SVP for Communications for Texas, 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 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 newly-updated Town Crisis Communications Policy.

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

Strategies 360 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:

Strategies 360 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, 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:

Strategies 360 will organize, alert the press, and conduct press conferences for any acute newsworthy activities in the Town. They will communicate with Town, 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.

Strategies 360 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:

Strategies 360 will obtain Town events scheduling at a regularly scheduled meeting with the Communications team and will evaluate messaging and media strategy related to Town events, as needed.

Review websites and monitoring social media for updates and changes:

The Strategies 360 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.