

**RESOLUTION NO. :56-07-19**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AMENDMENT TO THE AGREEMENT WITH MY PR GURU, LLC FOR THE DEVELOPMENT AND IMPLEMENTATION OF A CRISIS COMMUNICATIONS STRATEGY AND FOR THE CONTINUED PROVISION OF STRATEGIC COMMUNICATION SERVICES; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Lake Park (the "Town") has all of the powers and authority conferred upon it pursuant to the Florida Constitution and Chapter 166, Florida Statutes; and

**WHEREAS**, on March 21, 2018, the Town Commission adopted Resolution 17-03-18 authorizing the Town Manager to execute a service contract with My PR GURU, LLC to provide strategic communication services, which have consisted of the design and distribution of a monthly newsletter for Town residents; and

**WHEREAS**, the Town Commission has reviewed the Amendment to the Agreement dated June 22, 2019 as presented by My PR GURU, LLC for the development and implementation of a crisis communications strategy to combat crime perceptions, and for the continued provision of strategic communication services; and

**WHEREAS**, the Town Commission has determined that it is in the best interest of the Town to authorize the Town Manager to execute the Amendment to the Agreement.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA:**

**Section 1.** The foregoing recitals are incorporated herein.

**Section 2.** The Town Manager is hereby authorized to execute the Amendment to the Agreement dated June 22, 2019, a copy of which is attached hereto as Exhibit C.

**Section 3.** This Resolution shall be effective upon adoption.

The foregoing Resolution was offered by Vice-Mayor Glas-Castro who moved its adoption. The motion was seconded by Commissioner Flaherty and upon being put to a roll call vote, the vote was as follows:


	AYE	NAY
MAYOR MICHAEL O'ROURKE	<u>/</u>	—
VICE-MAYOR KIMBERLY GLAS-CASTRO	<u>/</u>	—
COMMISSIONER ERIN FLAHERTY	<u>/</u>	—
COMMISSIONER JOHN LINDEN	<u>/</u>	—
COMMISSIONER ROGER MICHAUD	<u>/</u>	—

The Town Commission thereupon declared the foregoing Resolution 56-07-19 duly passed and adopted this 17 day of July, 2019.

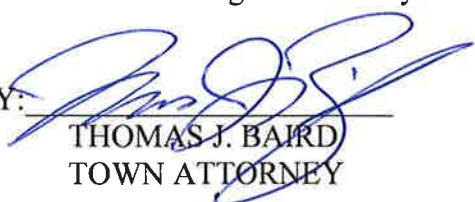
TOWN OF LAKE PARK, FLORIDA

BY:   
MICHAEL O'ROURKE  
MAYOR

ATTEST:

  
VIVIAN MENDEZ  
TOWN CLERK

Approved as to form and legal sufficiency:

BY:   
THOMAS J. BAIRD  
TOWN ATTORNEY



AGREEMENT

THIS AGREEMENT is made and entered into as of this 19 day of August, 2019 (hereinafter referred to as the "Commencement Date") by and between MyPR Guru, LLC, (hereinafter referred to as "the Agency") a Florida LLC, located at 11419 W. Palmetto Park Road, #971402, Boca Raton, Florida, 33497 and the Town of Lake Park, Florida (hereinafter referred to as the "Client") located at 535 Park Avenue, Lake Park Florida 33403.

WITNESSETH

WHEREAS, the Client desires to employ the Agency to provide it with public relations, crisis management, community relations, and media relations services; and

WHEREAS, the Agency by and through its Commission has appropriated funding to render such services;

NOW THEREFORE, parties hereto agree as follows:

I. APPOINTMENT/TERM

The Client hereby retains the Agency and authorizes the Agency to act as its agent as limited to the scope of services set forth herein. This appointment and the term for services shall be effective upon the execution of the Agreement and shall remain in full force and effect until terminated as set forth in section X, below.

II. SCOPE OF SERVICES

The Agency shall provide the Client with the services set forth in the Scope of Services as detailed in EXHIBIT A which is attached hereto and incorporated herein..

III. AGENCY FEE

The Client shall pay the Agency a monthly fee of \$3,000 for the services as detailed in EXHIBIT A. All charges to client shall be billed monthly and shall include any third party vendor costs such as printing, postage, press releases, distribution, or any other client-approved charges. Client shall make payments for all services provided under the terms of this agreement in United States dollars.

IV. OWNERSHIP OF MATERIALS

All completed materials created and/or produced by the Agency and accepted by the Client shall become the property of the Client upon receipt by the Agency of payment in full for all services rendered by the Agency during the effective dates of this agreement. Agency acknowledges that all materials become a public record upon receipt of same by the client.

V. SHIPPING

All shipping, express package or express mail charges incurred by the Agency on behalf of the Client shall be billed to the Client at cost.

VI. TRANSPORTATION, LODGING & MAINTENANCE EXPENSES

The Client shall reimburse the Agency for all Client-approved transportation, lodging, mileage, and maintenance expenses incurred by the Agency. Mileage shall be charged at the current I.R.S. Standard Mileage Rate.

VII. GENERAL TERMS

The Client agrees to hold the Agency harmless for the failure of third party media or suppliers to properly execute their commitments. Subject to § 768.28, Fla. Stat. the Client agrees to indemnify and hold harmless the Agency against any and all claims for loss, liability, or damages arising out of, or in connection with, work done or to be performed by the Agency.

Client acknowledges that Agency cannot guarantee media coverage or exposure as campaigns, crisis communications, media relations, public relations, marketing and other similar efforts involve third parties. Subject to § 768.28, Fla. Stat. Client shall hold Agency harmless for any ADA accessibility claims related to any materials or services provided by Agency to Client and re-produce by Client through any electronic or print medium . Subject to § 768.28, Fla. Stat. the Client shall indemnify and hold harmless the Agency from any and all claims, judgements or costs incurred by Client, including reasonable attorney's fees, resulting from any actions taken by Agency or that the Agency may become involved by reason of any contractual action taken on behalf of the Client.

The Client agrees to reimburse the Agency for any taxes (other than income taxes), duties or other regulatory fees the Agency may be required to pay by reason of performing services and/or producing materials on behalf of the Client.

The Agency shall take reasonable care of all materials Client entrusts to the Agency and return such materials upon the expiration of this Agreement so long as all bills have been paid by the Client. Any document provided to the Agency by the Client and designated in writing as containing confidential, proprietary or privileged information which is subject to an exemption pursuant to Chapter 119, Fla. Stat. shall not be disclosed to any third party, unless required by law, court order, or relevant regulation. The Agency shall not be responsible for the loss or destruction of such materials, or the inadvertent disclosure of confidential information.

**PUBLIC RECORDS**

With respect to public records, the Contactor/ Vendor is required to:

1. Keep and maintain public records required by the Town to perform the service.
2. Upon the request of the Town's custodian of public records, provided the town with such public records within a reasonable time at a cost that does not exceed the costs provided for in Chapter 119, Florida Statutes.
3. Ensure that any public records that are exempt or confidential from public records disclosure are not disclosed except as authorized by law for the duration of the term of this Agreement, and following completion of this Agreement if the Contactor/Vendor does not transfer the records which are part of this Agreement to the Town.

4. Upon the completion of the term of the Agreement, transfer, at no cost, to the Town all public records in possession of the Contactor/Vendor; or keep and maintain the public records associated with the services provided for in the Agreement. If the Contactor/Vendor transfers all public records to the Town upon completion of the term of the Agreement, the Consultant/Vendor shall destroy any duplicate public records that are exempt of confidential from public records disclosure. If the Contractor/Vendor keeps and maintains public records upon completion of the term of the Agreement, the Contractor/Vendor shall meet all applicable requirements pertaining to the retention of public records. All records stored electronically shall be provided to the Town, upon request from the Towns custodian of public records, in a format that is compatible with the information technology systems of the Town.

5. IF THE CONTRACTOR/VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THE CONTACTOR/VENDOR SHOULD CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: TOWN CLERK, 535 Park Avenue, Lake Park, Florida 33403, 561-881-3311, [townclerk@lakeparkflorida.gov](mailto:townclerk@lakeparkflorida.gov).

VIII. EMPLOYMENT OF AGENCY PERSONNEL

During the term of this Agreement and for a period of one year following its termination, the Client agrees not to hire any employee (past or present) of the Agency who worked on the Client's account while employed by the Agency.

IX. TERM & TERMINATION

This Agreement shall commence on the date of the execution of the Agreement by both parties. Either party hereto may terminate this agreement for cause by giving thirty (30) days prior written notice thereof by electronic mail or certified mail to the other party. Failure to give such notice shall result in the continuation of this agreement in full force and effect. The Agency's rights, duties, and responsibilities as set forth in this agreement shall continue in full force and effect during any notice period and will include but not necessarily be limited to the creation, production, placement and billing of advertising and media whose closing or cancellation dates fall within the notice period. Unused or unpublished advertising materials, copy, presentations, plans and/or ideas prepared or proposed by the Agency shall remain the Agency's property regardless of whether or not the physical embodiment of such items is in the Client's possession in any form subject only to the provisions of Chapter 119, Fla. Stat. For use of any such items by the Client, the Agency shall be compensated at its prevailing rates.

X. AMENDMENTS TO AGREEMENT


Any amendments or modifications to this agreement shall be made in writing and executed by the parties to this agreement.

XI. CHOICE OF LAW/VENUE

This agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue shall be in Palm Beach County, Florida.

  
On Behalf of Client

8-20-19  
Date

  
On Behalf of Agency

8/19/19  
Date

EXHIBIT A

SCOPE OF SERVICES

- The design, drafting, writing, and distribution of a once-monthly general news electronic newsletter to be distributed to a contact list developed and maintained by Client. The electronic newsletter will be in an e-mail friendly format.
- Included will be a monthly companion graphically designed print version of the newsletter containing similar content to the electronic newsletter. My PR Guru, LLC will provide client with finished printed hard copies of the newsletter. Agency is responsible for logistics of printing. Client is responsible for printing costs.
- Create a new anti-crime campaign to include logo and slogan. This campaign will serve as the umbrella branding for the positive crime efforts.
- Recruit business owners and stakeholders. These individuals will help distribute positive content about the Town. As interested parties with a stake in the success of the Town, these individuals will be asked to help distribute stories via their own social media and other networks.
- Design, build, host, maintain, and develop content for a new promotional website dedicated to highlighting positive news and information.
- Produce a second monthly e-blast newsletter targeting members of the local news media. This will feature positive stories about the Town. It will also drive traffic to the website for more information on the Town.
- Design and print a second companion hard copy monthly newsletter to be provided to local news media. This will provide an enduring, tangible collateral piece that reporters can refer to and archive. Agency will be responsible for logistics of printing and mailing. Client responsible for printing, mailing/postage costs.
- Develop one featured story per month to be the subject of a press release that will be distributed to local media and distributed via paid wire services to improve on line search results. Client responsible for wire service distribution fees.

FEES

In full consideration for the performance of the SCOPE OF SERVICES, Client shall pay the Agency a monthly retainer of \$3,000.00/month. Third party vendor costs such as printing, postage, press release distribution, etc. not included.

  
\_\_\_\_\_  
On Behalf of Client

  
\_\_\_\_\_  
On Behalf of Agency

8-20-19  
\_\_\_\_\_  
Date

8/19/19  
\_\_\_\_\_  
Date