

VILLAGE OF ROYAL PALM BEACH

Agenda Item Summary

AGENDA ITEM:

APPROVAL AND AUTHORIZATION FOR THE VILLAGE MANAGER TO ENTER INTO A PROVISION OF SERVICES AGREEMENT WITH MY PR GURU, LLC TO PERFORM GENERAL AND CRISIS COMMUNICATION SERVICES FOR THE VILLAGE.

ISSUE:

In 2018, the Village competitively procured Communications Plan services, awarding the contract to My PR Guru, LLC to assist the Village with improving our communication and civic engagement opportunities with the public. The previous contract was competitively bid because, at that time, the scope of services to be provided was undetermined. The previous agreement with My PR Guru, LLC expired on March 12, 2021.

The Village now desires to enter into an agreement with My PR Guru, LLC for the provision of general and crisis communication services, services which involve special skill, ability, training or expertise which are in their nature unique, original or creative and are therefore exempt from competitive procurement requirements under Sec. 10-98(d)1 of the Village Code.

The general and crisis communication services to be provided by My PR Guru, LLC include:

- Design and creation of a monthly electronic newsletter, including researching and writing the content;
- Design and creation of a monthly printed newsletter, including researching and writing the content;
- Design and creation of a twice-yearly Village magazine, including researching and writing the content; and
- As needed crisis communication services for natural disasters, public safety emergencies, health emergencies or other crises.

RECOMMENDED ACTION:

Staff recommends a motion to approve.

Initiator	Manager	Agenda Date	Village Council
Village Manager	Approval	5/20/21	Action

**Village of Royal Palm Beach
Provision of Services Agreement**

This Provision of Services Agreement (“Agreement”) is hereby entered into this ____ day of _____, 2021, by and between the Village of Royal Palm Beach, a municipal corporation with offices located at 1050 Royal Palm Beach Boulevard, Royal Palm Beach, Florida 33411, organized in accordance with the laws of Florida, hereinafter referred to as the “VILLAGE” and My PR Guru, LLC, a Florida limited liability company with a principal address of 11419 W. Palmetto Park Road, #971402, Boca Raton, Florida 33497, hereinafter referred to as the “CONTRACTOR” and

WHEREAS, the VILLAGE has determined it to be in the best interest of the VILLAGE to enter into an Agreement with CONTRACTOR for the provision of professional communications, marketing, public relations, graphic design, crisis communications and other specialized services for the VILLAGE; and

WHEREAS, the VILLAGE has determined that the general and crisis communication services to be provided by CONTRACTOR are services involving special skill, ability, training or expertise which are in their nature unique, original or creative; and

WHEREAS, the CONTRACTOR has agreed to provide the required services under the terms and conditions as needed by the VILLAGE.

NOW, THEREFORE, and in consideration of mutual terms, conditions, promises, covenants and payments set forth, VILLAGE and CONTRACTOR agree as follows:

1. **Recitals:** The above recitals are true and correct.

2. **Scope of services:** The general and crisis communication services to be provided to the VILLAGE by the CONTRACTOR include:
 - Design and creation of a monthly electronic newsletter, including researching and writing the content;
 - Design and creation of a monthly printed newsletter, including researching and writing the content;
 - Design and creation of a twice-yearly Village magazine, including researching and writing the content; and
 - As needed crisis communication services for natural disasters, public safety emergencies, health emergencies or other crises;

as set forth in the Scope of Services, attached hereto as Exhibit “A” and incorporated herein by reference.

3. **Compensation:** The VILLAGE shall pay CONTRACTOR at the hourly rates set forth in Exhibit “A”, with a total compensation amount not to exceed Seventy-five Thousand Dollars (\$75,000.00) per year.

4. **Term; Termination:** The initial term of this Agreement shall be for one (1) year from the effective date above, and shall automatically renew for successive one-year terms under the terms and conditions set forth herein unless otherwise terminated by either party. Either party may terminate this Agreement upon fourteen (14) days' written notice to the other party. Such termination notice shall be made via hand delivery or certified mail to the following addresses:

VILLAGE: Village of Royal Palm Beach
1050 Royal Palm Beach Boulevard
Royal Palm Beach, FL 33411
Attn: Raymond Liggins, Village Manager

CONTRACTOR: MY PR GURU, LLC
11419 W. Palmetto Park Road,
#971402
Boca Raton, FL 33497
Attn: Elliott Cohen, President

5. **Independent Contractor:** It is specifically understood that the CONTRACTOR is an independent contractor and not an employee of the VILLAGE. The VILLAGE and CONTRACTOR agree that this agreement is not a contract of employment and that no relationship of Employer/Employee or Principal/Agent is or shall be created hereby nor shall hereafter exist by reason of the performance of the services herein provided.

6. **Indemnification:** The CONTRACTOR agrees, to the fullest extent permitted by law, to indemnify, save, hold harmless, and defend the VILLAGE, its officials, representatives, agents, servants, and employees from and against any and all claims, suits, demands, liabilities, losses, and/or causes of action, including all attorney's fees and court costs, including appeals, which may arise from any and all negligent acts, gross negligent acts, intentional, willful or wanton conduct, or omissions of the CONTRACTOR or the CONTRACTOR's agents, employees, staff or substitutes during the performance of the CONTRACTOR'S services under this Agreement. Nothing contained in this Agreement or this Section shall be deemed a waiver of the VILLAGE's sovereign immunity as set forth in Section 768.28, *Florida Statutes*. This indemnification provision shall survive the termination or expiration of this Agreement.

CONTRACTOR shall take all proper safety and health precautions to Protect the VILLAGE, the public, and property of others.

7. **Governing Laws:** This Agreement shall be governed and construed in accordance with the laws of the State of Florida, and venue shall be in Palm Beach County should any dispute arise with regard to same.

8. **Attorney's Fees:** Should a dispute arise, the prevailing party, both at the trial and appellate levels, shall be entitled to all costs and attorney's fees.

9. **Assignment:** This Agreement shall not be assigned without prior written consent of the parties.

10. **Office of Inspector General:** Pursuant to Article XII of the Palm Beach County Charter, the Office of the Inspector General has jurisdiction to investigate municipal matters, review and audit municipal contracts and other transactions, and make reports and recommendations to municipal governing bodies based on such audits, reviews or investigations. All parties doing business with the Village shall fully cooperate with the inspector general in the exercise of the inspector general's functions, authority and power. The inspector general has the power to take sworn statements, require the production of records and to audit, monitor, investigate and inspect the activities of the Village as well as contractors and lobbyists of the Village in order to detect, deter, prevent and eradicate fraud, waste, mismanagement, misconduct and abuses.

11. **Public Records:** In accordance with Sec. 119.0701, *Florida Statutes*, the CONTRACTOR must keep and maintain this Agreement and any other records associated therewith and that are associated with the performance of the work described in the Proposal or Bid. Upon request from the VILLAGE'S custodian of public records, the CONTRACTOR must provide the VILLAGE with copies of requested records, or allow such records to be inspected or copied, within a reasonable time in accordance with access and cost requirements of Chapter 119, *Florida Statutes*. A CONTRACTOR who fails to provide the public records to the VILLAGE, or fails to make them available for inspection or copying, within a reasonable time may be subject to attorney's fees and costs pursuant to Sec. 119.0701, *Florida Statutes*, and other penalties under Sec. 119.10, *Florida Statutes*. Further, the CONTRACTOR shall ensure that any exempt or confidential records associated with this Agreement or associated with the performance of the work described in the Proposal or Bid are not disclosed except as authorized by law for the duration of the Agreement term, and following completion of the Agreement if the CONTRACTOR does not transfer the records to the VILLAGE. Finally, upon completion of the Agreement, the CONTRACTOR shall transfer, at no cost to the VILLAGE, all public records in possession of the CONTRACTOR, or keep and maintain public records required by the VILLAGE. If the CONTRACTOR transfers all public records to the VILLAGE upon completion of the Agreement, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the Agreement, the CONTRACTOR shall meet all applicable requirements for retaining public records. Records that are stored electronically must be provided to the VILLAGE, upon request from the VILLAGE'S custodian of public records, in a format that is compatible with the VLLAGE'S information technology systems.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE

APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE VILLAGE CLERK, RECORDS CUSTODIAN FOR THE VILLAGE, AT (561) 790-5102, OR AT ddisanto@royalpalmbeach.com, OR AT 1050 ROYAL PALM BEACH BOULEVARD, ROYAL PALM BEACH, FLORIDA 33411.

13. **The Entire Agreement:** This Agreement constitutes the entire understanding of the parties with respect to the provision of services as set forth herein to be provided by CONTRACTOR to the VILLAGE. It may not be modified, or any of its provisions waived, unless such modification and/or waiver is in writing and is agreed to and signed by both parties.

WITNESSES:

Diane Cohen

Matthew Cohen

MY PR GURU, LLC

Elliott S Cohen

By: Elliott Cohen, President

WITNESSES:

VILLAGE OF ROYAL PALM BEACH

By: Raymond Liggins, Village Manager

ATTEST:

Diane DiSanto, Village Clerk

EXHIBIT A

SCOPE OF SERVICES

- GENERAL SERVICES: My PR Guru, LLC will provide as-needed communications, marketing, public relations, graphic design, collateral piece production, content creation, email newsletters, social media and website support, media relations, and all other non-crisis related services to the Village of Royal Palm Beach (VRPB). These will include but are not limited to:
 1. The design and creation of a monthly electronic newsletter. My PR Guru, LLC will be responsible for researching and writing the content.
 2. The design and creation of a monthly printed newsletter. My PR Guru, LLC will be responsible for researching and writing the content.
 3. The design and creation of a twice-yearly village magazine. My PR Guru, LLC will be responsible for researching and writing the content.
- CRISIS COMMUNICATIONS: My PR Guru, LLC will provide as-needed crisis communications services for natural disasters, public safety emergencies, health emergencies, or other crises.

FEES

- In full consideration for the performance of the SCOPE OF SERVICES, VRPB shall pay My PR Guru, LLC in accordance with the following fee schedule:
 1. GENERAL SERVICES: Compensation to My PR Guru, LLC shall be at a rate of \$175/hour. Third party vendor costs such as printing, postage, press release distribution, etc. not included.
 2. CRISIS COMMUNICATIONS: Compensation to My PR Guru, LLC shall be at a rate of \$250/hour. Third party vendor costs such as printing, postage, press release distribution, etc. not included.

mprg/vrpb 04/21