

RESOLUTION NO. 2006 – 054

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA APPROVING AN AGREEMENT WITH HEATHER KRASNOW FOR GOVERNMENTAL PUBLIC AND MEDIA RELATIONS SERVICES, WHICH ESTABLISHES THE SCOPE AND COMPENSATION FOR HER SERVICES; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on December 7, 2005, and again on February 5, 2006, the Town, in compliance with the Town's procurement procedures, published two separate Requests for Proposals ("RFP") seeking Governmental Public and Media Relations Services; and

WHEREAS, the Town has determined that there were no qualified responses to those two RFP's; and

WHEREAS, an independent proposal for Governmental Public and Media Relations Services was submitted by Heather Krasnow to the Town on March 12, 2006; and

WHEREAS, the Town is still desirous of securing Governmental Public and Media Relations Services; and

WHEREAS, the Town is desirous of waiving its Procurement Code requirements, and entering into an agreement with Heather Krasnow for Governmental Public and Media Relations Services.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Southwest Ranches, Florida:

Section 1: The above referenced recitals are true and correct and are incorporated herein by reference.

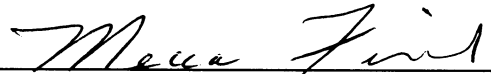
Section 2: The Town Council hereby waives its Procurement Code requirements, and approves the Agreement, attached hereto as Exhibit "A", between the Town of Southwest Ranches and Heather Krasnow, for Governmental Public and Media Relations Services, for an amount not to exceed \$58,500, plus reimbursables.

Section 3: The Town Council hereby authorizes the Mayor, Town Administrator and Town Attorney to enter into an Agreement in substantially the same form as that attached hereto as Exhibit "A" and to make such modifications, additions and/or deletions which they deem necessary to effectuate the intent of this Resolution.

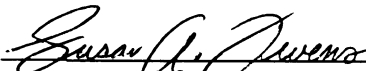
Section 5: This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED by the Town Council of the Town of Southwest Ranches, Florida, this 6th day of April, 2006, on a motion by Council Member Aster Knight and seconded by Council Member Forest Blanton.

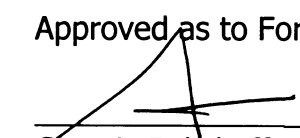
Fink	<u>Y</u>	Ayes	<u>4</u>
Maines	<u>Y</u>	Nays	<u>0</u>
Blanton	<u>Y</u>	Absent	<u>1</u>
Knight	<u>Y</u>	Abstaining	<u>0</u>
Nelson	<u>A</u>		


Mecca Fink, Mayor

ATTEST:


Susan A. Owens, Town Clerk

Approved as to Form and Correctness:


Gary A. Poliakoff, J.D., Town Attorney
FTL_DB: S20572/69682:973748_1_KPOLIAKO

AGREEMENT
BETWEEN
TOWN OF SOUTHWEST RANCHES
AND
HEATHER N. KRASNOW
FOR
MEDIA & PUBLIC RELATIONS CONSULTING
SERVICES AGREEMENT

MEDIA & PUBLIC RELATIONS CONSULTING SERVICES AGREEMENT

THIS IS AN AGREEMENT made and entered into by and between the Town of Southwest Ranches, municipal corporation of the State of Florida, hereinafter referred to as "Town" and Heather N. Krasnow, hereinafter referred to as "Consultant"

WHEREAS, on December 7, 2005, and again on February 5, 2006, the Town, in compliance with the Town's procurement procedures, published two separate Requests for Proposals ("RFP") seeking Governmental Public and Media Relations Services; and

WHEREAS, the Town has determined that there were no qualified responses to those two RFP's; and

WHEREAS, an independent proposal for Governmental Public and Media Relations Services was submitted by Heather Krasnow to the Town on March 12, 2006; and

WHEREAS, the Town is still desirous of securing Governmental Public and Media Relations Services; and

WHEREAS, the Town is desirous of waiving its Procurement Code requirements, and entering into an agreement with Heather Krasnow for Governmental Public and Media Relations Services;

NOW THEREFORE, in consideration of the foregoing premises and the mutual terms and conditions herein, the Town and Consultant hereby agree as follows:

Section 1: Scope of Services

Upon execution of this Agreement, the Consultant shall immediately commence identifying, analyzing, reviewing and recommending to the Town, through coordination with the Town Administrator, media and public relations services for the Town. These services have been specifically delineated in Exhibit "A"

attached hereto and incorporated herein by reference (hereinafter referred to as "Scope of Services", "Services" or "Work").

Section 2: **Compensation**

2.1 First year of Agreement- Compensation is to be based upon a monthly fee of Four Thousand Five Hundred Dollars (\$4,500). Consultant shall provide 15 hours of services per week. An additional 1.5 hours will be provided per week or a total of 6 hours per month will be provided as needed at no extra cost. However, any additional hours, that are authorized in writing by the Town Administrator will be billed at an hourly rate of Seventy Five Dollars (\$75.00).

2.2 Second year of Agreement- Compensation is to be based upon a monthly fee of Six Thousand Dollars (\$6,000). Consultant shall provide 20 hours of services per week. An additional 3 hours will be provided per week or a total of 12 hours per month will be provided as needed at no extra cost. However, any additional hours, that are authorized by the Town Administrator in writing, will be billed at an hourly rate of Seventy Five Dollars (\$75.00).

2.3 Consultant shall submit an invoice specifically delineating the hours and work performed by the tenth day of each month. Town agrees that payment will be provided within ten (10) business days of the Town Administrator's receipt and approval of an invoice in acceptable form. Payment may be withheld for failure of Consultant to comply, in whole or in part, with any term, condition, or requirement of this Agreement.

2.4 Reimbursable Expenses- The Town agrees that the cost of miscellaneous supplies associated with this Agreement, including, but not limited to, the use of the Town's office supplies, telephones, postage, copies, and computer equipment, shall be borne by the Town.

2.5 Non-reimbursable Expenses- The Town shall not reimburse Consultant for vehicular use, lodging, or travel expenses.

2.6 All other expenses not delineated herein may be deemed to be reimbursable provided that such expense is approved in writing by the Town Administrator before said expense has been incurred.

Section 3: **Term**

Town and Consultant agree that the Term of this Agreement shall commence upon the execution of this Agreement by both parties and shall continue for a period of two (2) years, unless terminated earlier pursuant to Section 5 hereof. Based upon the mutual agreement of both parties, the Term of this Agreement may be extended or renewed. Any renewal by the Town must be approved by the Town Council.

Section 4: **Office Space**

Town and Consultant agree that the Town will provide Consultant with office space, if available, to perform the services delineated herein.

Section 5: **Termination**

Either party may terminate this Agreement with or without cause by written notice, sent by U.S. Certified Mail, Return Receipt Requested, to the other party at the address set forth in Section 6 hereof, effective fifteen (15) days after the delivery of said notice. In the event of termination Consultant shall solely be paid for any Work performed up to the date of termination and Consultant shall not be entitled to any additional compensation, of any kind or in any amount, from Town as a result of being terminated. Consultant specifically waives any and all rights to seek any additional sums or damages from Town due to being terminated other than Consultant's sole right to be paid for any Work performed up to the date this Agreement is terminated. Upon termination, Consultant shall immediately refrain from performing further Work for the TOWN or incurring additional expenses.

Section 6: **Indemnification, Liability & Insurance**

6.1 To the fullest extent permitted by law Consultant shall indemnify, and hold harmless the Town and the Town's officers and employees from liabilities, damages, losses and costs, including but not limited to, reasonable attorney's fees and costs at all tribunal levels, including but not limited to, the trial level and all appeals, to the extent caused by the malfeasance, negligence, recklessness, or wrongful misconduct of Consultant and persons employed or utilized by Consultant in the performance of the Work pursuant to this Agreement. Town and Consultant agree that 1% of the compensation due to Consultant from Town pursuant to this Agreement is offered and accepted as sufficient separate consideration for Consultant's agreement to indemnify Town and Town's officers and employees as provided for in this paragraph. This specific consideration for Consultant's agreement to indemnify is already incorporated in the rate agreed to between Town and Consultant. Consultant

agrees to be fully responsible for acts and omissions of their respective agents or employees. Nothing herein is intended to serve as a waiver of sovereign immunity by the Town to which sovereign immunity may be applicable. Nothing herein shall be construed as consent by a state agency or political subdivision of the State of Florida to be sued by third parties in any matter, whether arising out of this Agreement or any other contract.

6.2 Automobile Liability Insurance, Consultant to provide automobile liability insurance to cover any auto with a limit of coverage of at least Three Hundred Thousand (\$300,000) Dollars per occurrence.

6.3 Consultant shall provide to Town a certificate of Insurance and a copy of required insurance policies as required by this Section.

Section 7: **Notices**

All written correspondences shall be addressed as follows, unless a party otherwise gives notice to the other party of such other address:

If to Town:

John Canada, Town Administrator
6589 S. W. 160 Avenue
Southwest Ranches, Fl. 33331

With a copy to:

Keith Poliakoff, Esq.
3111 Stirling Road
Fort Lauderdale, FL 33312

If to Consultant:

Heather N. Krasnow
19306 SW 5 Street
Pembroke Pines, Fl. 33029

Section 8: **Relationship**

8.1 The consultant shall perform all of the services enumerated in this Agreement solely as an independent contractor, and not as an employee of the Town. The Consultant, as directed by the Town Administrator, shall be responsible for directing its efforts as to the manner and means of accomplishing the work to be performed hereunder by Consultant, pursuant to good and

workmanlike practices. The priority, order, performance of services or safety practices shall not effect Consultant's status as an independent contractor and shall not relieve Consultant of the obligations assumed under this Agreement.

8.2 Neither Consultant nor Town intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement.

Section 9: Subcontracting

All substantive work to be performed pursuant to the terms of this Agreement shall be performed by Consultant, and no work shall be subcontracted to other parties or firms by Consultant without the prior consent of the Town Council.

Section 10: Ownership Rights

All work performed and materials created under this Agreement shall be considered work product and shall be the exclusive intellectual property of the Town.

Section 11: Audit Right & Retention of Records

TOWN shall have the right to audit the books, records, computer records, electronic stored data, and accounts of Consultant that are related to this Agreement. Consultant shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. Consultant shall preserve and make available, at reasonable times for examination and audit by Town, all financial records, supporting documents, statistical records and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes) if applicable, or, if the Florida Public Records Act is not applicable, of a minimum period of five (5) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period of five (5) years, whichever is longer, the books, records and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by Town to be applicable to Consultant's records, Consultant shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirements of either federal or state law shall be violated by Consultant. Any incomplete or incorrect entry in such books,

records and accounts shall be a basis for Town's disallowance and recovery of any payment upon such entry.

Section 12: **Nondiscrimination**

12.1 Consultant shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement. Consultant shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, Consultant shall take affirmative steps to ensure nondiscrimination in employment against disabled persons.

12.2 Consultant's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation, national origin.

Section 13: **Entire Agreement**

This Agreement incorporates and includes all prior negotiations and understandings applicable to the matters contained herein. The parties agree that this Agreement constitutes the entire understanding and Agreement between the parties and supersedes previous agreements and representations whether written or oral.

Section 14: **Construction**

This Agreement has been a joint effort of the parties, and the resulting documents shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other. The headings used in this Agreement are for convenience only and shall not be considered as part of this Agreement in any respect nor shall they in any way affect the substance of any provisions contained in this Agreement.

Section 15: **Further Assurances**

Town and Consultant agree to execute, acknowledge, and deliver, and cause to be done, executed, acknowledged, and delivered, all such further documents and perform such acts as shall be requested of it to carry out this Agreement and give effect hereto solely consistent with applicable Federal, State and local laws, rules or regulations. Accordingly, without, in any manner, limiting the specific

rights and obligations set forth in this Agreement, the parties declare their intention to cooperate with each other in effecting the terms of this Agreement.

Section 16: Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which shall constitute the same Agreement.

Section 17: No Amendment or Waiver

This Agreement may not be changed, altered, or modified except by an instrument in writing signed by all parties from whom enforcement of such change would be sought.

Section 18: Severability

In the event any term or provision of this Agreement shall be determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or be construed to be in full force and effect.

Section 19: Applicable Law, Venue; Waiver of Jury Trial

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for litigation concerning this Agreement shall be in Broward County, Florida.

BY ENTERING INTO THIS AGREEMENT, CONSULTANT AND TOWN HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO, OR ARISING OUT OF, THIS AGREEMENT.

Section 20: Enforcement; Attorney's Fees & Costs

The Town and Consultant are the beneficiaries of this Agreement and as such, may enforce this Agreement by action at law or in equity. The prevailing party in

any such action shall be entitled to reasonable attorneys' fees and costs at all tribunal levels.

Section 21: **Compliance With Laws**

Consultant shall comply with all federal, state, and local laws, codes, ordinances, rules and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

Section 22: **Miscellaneous**

22.1 Performance: Consultant represents that all persons performing the services required under this Agreement have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth herein in a skillful and respectable manner.

22.2 Materiality and Waiver of Breach: Consultant and Town agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof.

22.3 Conflicts: Neither party nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with that party's loyal and conscientious exercise of judgment related to its performance under this Agreement.

The parties agree that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against the other in any legal or administrative proceeding related to performance under this Agreement in which he or she is not a party, unless compelled by court process. Further, the parties agree that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of the other party or in connection with any such pending or threatened legal or administrative proceeding related to the performance under this Agreement. The limitations of this section shall not preclude either party or any other persons from representing themselves in any action or in any administrative or legal proceeding related to the performance under this Agreement.

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: Heather N. Krasnow, and TOWN OF SOUTHWEST RANCHES, signing by and through its Mayor duly authorized to execute same by Council action on the 6th day of April, 2006.

WITNESSES:

Heather N. Krasnow

By: _____
Heather N. Krasnow
____ day of April, 2006 (SEAL)

WITNESSES:

TOWN OF SOUTHWEST RANCHES

By: _____
Mecca Fink, Mayor

_____ day of April, 2006

By: _____
John Canada, Town Administrator

ATTEST:

Susan Owens, Town Clerk

APPROVED AS TO FORM:

By: _____
Gary A. Poliakoff, J.D
Town Attorney

MEDIA & PUBLIC RELATIONS CONSULTING SERVICES AGREEMENT

Exhibit "A" Scope of Services

The Scope of Services, includes but is not limited to the following specific activities:

Develop Strategies:

- Create a Brand for Town of Southwest Ranches
- Leverage government support
- Two tiered news program
- Utilize officials as industry leaders
- Identify and utilize third party advocates

Develop comprehensive media contacts:

- List of local consumers
- List of national consumers
- Real Estate trade publications
- Local Government publications

Develop press kit:

- Fact sheet about Town of Southwest Ranches
- Selected bio's
- Environmental Program
- Park Program
- Funding initiatives and Grant awards
- Events
- Partnerships
- Vision of Town of Southwest Ranches

Develop news bureau:

- Plan story ideas program for consumer and trade publications
- Brand positioning

Trends and research impacts

- Rural lifestyle
- Passive recreation and native wildlife
- Wetland mitigation
- Model for other communities
- Real estate
- Architectural design - residents
- Hometown heroes
- Desk side briefings with reporters
- Media mailing and media attention

Program initiatives:

- Scheduled events
- Crisis communication plan
 - Sudden and unpredictable event
 - Incident
 - Issue
 - Image
 - Reputation
 - Crisis management
 - Issues management
- Citizen survey (separate contract)
 - Research providers
 - Oversee coordination of survey