

**City of Stockbridge and Leff & Associates LLC  
Public Relations Service Agreement**

May 4, 2015

Mr. Michael Harris  
City Manager  
City of Stockbridge  
Stockbridge City Hall  
4640 North Henry Boulevard  
Stockbridge, GA 30281

Dear Michael:

Following please find our standard Letter of Agreement for public relations services. Please review this and give me a call with any questions.

Leff & Associates LLC ("Agency"), with offices located at 2646 Danforth Lane, Decatur, GA 30033, is pleased to have a working relationship with the City of Stockbridge, located at 4640 North Henry Boulevard, Stockbridge, GA 30281. The terms of this Agreement between Leff & Associates and the City of Stockbridge ("Stockbridge") are as follows:

- 1) **General:** Leff & Associates will complete to the best of its abilities all activities detailed in a Public Relations Recommendations "Scope of Work" document (below) by Leff & Associates and Stockbridge. This document will constitute our ongoing Scope of Work and will be reviewed and agreed upon by both Leff & Associates and Stockbridge.

Any services requested beyond this Scope of Work must be agreed to, in writing, in advance of start of work, by both parties. Any additional services agreed will be billed by Leff & Associates to Stockbridge in addition to the monthly fees and expenses, as outlined in Paragraph 3 below.

- 2) **Term of Agreement:** This Agreement is effective beginning **May 1, 2015** and ending **December 31, 2015**.
- 3) **Fees:** Agency will bill Stockbridge at an hourly rate of \$175/hour. Total budget will not exceed \$15,000 for the period May 1 – July 31, 2015. Monthly professional fees will be between \$3,500 and \$5,000.

The Scope of Work will detail the work to be performed. Agency will not exceed this budget without written approval. Additional budget may be allocated, with all terms in this letter of agreement applying to those assignments as well.

Media Training: Cost will depend on number of participants. Range \$2,500 - \$6,000 (one-time fee)

- 4) **Reporting:** Agency will submit by the 10<sup>th</sup> day of each month a summary of all services performed during the previous calendar month. Agency will also maintain an ongoing list of all media placements, articles written, blogs written, podcasts produced, etc. This document could also include additional detail such as circulation, audience reach and gross impressions.

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- 5) **Expenses:** Leff & Associates will bill Stockbridge for expenses at cost, including such items as overnight mail, reproduction, postage, travel expenses, meals and entertainment relating to Stockbridge accounts and other expenses as may be required for the completion of the Scope of Work. Any expenses in excess of \$100 will be approved in advance in writing by Stockbridge.
- 6) **Payment Terms:** The monthly fees will be billed at the end of each calendar month and will be due upon receipt.
- 7) **Conditions of Engagement:** Leff & Associates shall operate at all times as an independent contractor of Stockbridge, and is in no way considered an agent, joint venture, or an employee of Stockbridge. This Agreement does not authorize Leff & Associates to act for Stockbridge as its agent or to make commitments on behalf of Stockbridge.
- 8) **Use of Confidential Information:** Agency acknowledges and agrees that in the course of the performance of the services pursuant to this Agreement, Agency may be given access to, or come into possession of, confidential Stockbridge information, which information may contain trade secrets, proprietary data or other confidential information ("Confidential Information"). Agency shall protect the Confidential Information with at least the same degree of care with which it protects its own Confidential Information, but in no case less than a reasonable degree of care. Stockbridge shall designate Confidential Information by marking it "confidential" or by advising Agency in writing that such information is Confidential Information. The confidentiality obligation hereunder shall not extend to information: (i) which, at the time of disclosure, is or becomes a part of the public domain by publication or otherwise through no fault of Agency; (ii) which Agency can show was in its possession at the time of disclosure, or was independently developed by Agency personnel acting without access to, or use of, the Confidential Information; or (iii) which is subsequently disclosed to Agency by a third party.
- 9) **Warranty:** Agency will perform its services with that standard of care, skill and diligence customarily provided by nationally recognized firms in the performance of services similar to those specified in the Scope of Work. Stockbridge acknowledges that Agency can make no guarantees of specific placements in that ultimate editorial control (tone, content, timing) of media coverage rests with the media, not the Agency.
- 10) **Indemnity:** Stockbridge agrees to indemnify Leff & Associates, including costs of defense including legal fees, with respect to any third party claims or actions resulting from use by Leff & Associates of any information or materials provided to it by Stockbridge, excluding claims or actions resulting from Leff & Associates own tortious conduct not proximately caused by Stockbridge. Leff & Associates agrees to indemnify Stockbridge, including costs of defense including legal fees, with respect to any third party claims or actions resulting from Leff & Associates tortious conduct not proximately caused by Stockbridge.
- 11) **Termination:** At any time, either Stockbridge or Leff & Associates may terminate this Agreement for any reason, without cause, by giving thirty (60) days advance written notice to the other party. Termination of this agreement shall not terminate the obligation of Stockbridge to compensate Agency for services provided pursuant to the payment schedule noted under "Payment Terms." Either party may terminate this Agreement immediately upon breach by the other party of any provision of this Agreement. In the event that it is necessary for Leff & Associates to file suit to collect any amounts due and owing under this Agreement, Stockbridge agrees to be responsible for all costs of collection including reasonable attorney's fees and costs. Stockbridge also agrees that such an action as contemplated in this paragraph is proper in the Courts of DeKalb County, Georgia, and Stockbridge consents to personal jurisdiction and venue in DeKalb County, Georgia.
- 12) **Notices:** Any notice, demand or other communication required or permitted to be given by one part to another pursuant to this Agreement shall be in writing and may be given either personally or by facsimile or by prepaid mail to the other party to the address below, or to other such address or person as may from time to time be designated in writing by either party. Any such communication is conclusively deemed to have been given or made on the day upon which it is delivered or faxed or, if mailed, on the fifth (5<sup>th</sup>) business day following the date of mailing.

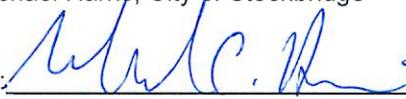
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- 13) **Paragraph Headings:** The paragraph headings set forth in this Agreement are for the convenience of the Parties, and in no way define, limit, or describe the scope or intent of this Agreement and are to be given no legal effect.
- 14) **Governing Law:** This Agreement shall be governed and construed in accordance with the laws of Georgia.

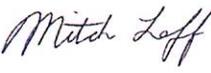
This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter of this Agreement. Any amendment or modification of the Agreement by either party shall be in writing and executed by duly authorized representatives of the parties.

The following parties agree to the terms and conditions of this Public Relations Service Agreement:

Michael Harris, City of Stockbridge

By:  Date 5/4/2015

Leff & Associates, LLC

 Date May 4, 2015

Mitch Leff, President, Leff & Associates, 2646 Danforth Lane, Decatur, GA 30033

## *Scope of Work*

In general, public relations services provided will include strategic counsel, writing, and media relations work. We'll begin with an initial Startup Meeting, Defining of Audiences, and Development of Core Messaging.

We'll conduct a Media Training session as needed for City of Stockbridge spokespersons and then begin delivering our core messages and other relevant information to our target media.

### **A. Key Messages**

Key messages are usually a few short points that should be contained in all written and oral communications. Think of it as the "elevator conversation" or the "cocktail party chatter." When you step onto an elevator and the other passenger says "Nice to see you again. What are you up to lately?" you should be able to tell them all about the City of Stockbridge in just a few seconds.

We'll work with Stockbridge to create a set of message, from overall "Key Messages" to second tier messaging for the issues we've been discussing.

### **B. Target Audiences**

Public relations efforts should be targeted to meet the city's goals. To use your resources most effectively, you must be sure that you are targeting the right audiences, people who will positively affect the city, refer potential residents or businesses your way, and become part of Stockbridge community.

Our efforts would include a specific geographic focus, with a strategy that addresses the City of Stockbridge, Henry County and the full Metro Atlanta area as appropriate.

There are a number of influential audiences that would be the target for our communications. These would include local residents, business leaders, city employees and elected officials.

While the media are often considered audiences, we consider them more a conduit to reach the audiences described above.

## ***The Structure: Implementation Elements***

### **Phase Two**

#### **A. Media List Development**

Review and enhance your existing target media lists, focusing on targeted geographic areas, trade publications and desired demographics. We will look at both horizontal and vertical media opportunities including:

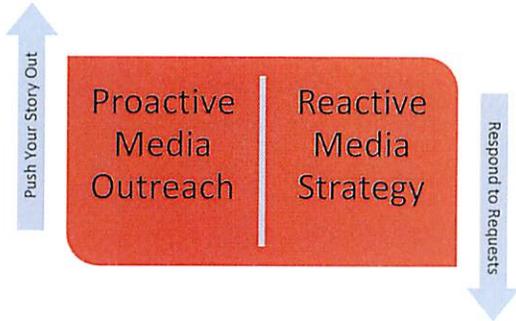
- Stockbridge and Henry County media outlets
- Selected Atlanta-wide media outlets
- Industry trade publications

### **Phase Three: Tactics that Raise Awareness**

#### **B. Media Relations**

- A. An effective media relations effort includes both proactive and reactive activities. A steady stream of news to our target audiences builds awareness over time. The overall goal is to build long-term relationships with the media that grow stronger and stronger.
- B. Our media relations efforts have several parts, all working simultaneously:
  - a. Make sure we have appropriate press materials, bios, fact sheet, press releases.

- b. Proactively places stories about the City of Stockbridge.
- c. Proactively position Stockbridge representatives as expert sources for a range of stories. We want reporters to see you as such a great source that they begin contacting us, rather than we having proactively contact them.
- d. Reactive: Respond to topical news by offering Stockbridge sources



**e. Media Training**

- Throughout our relationship, we would work with you staff to make sure they are properly prepared for all interviews.
- We would conduct an initial half-day media training session, training appropriate staff in your office.
- On an ongoing basis, media training for specific interviews is included in your ongoing monthly retainer at no additional cost.



**C. Social Media**

We would integrate all communications into social media.

- We view social media as an integral part of the overall campaign.
- We see that you have a Facebook and Twitter presence, but we can provide recommendations for other tools, including YouTube, Instagram, Flickr and others.

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