

**AGREEMENT FOR STRATEGIC COMMUNICATION SERVICES BETWEEN
THE CITY OF MOBILE AND PM GROUP, INC.**

THIS AGREEMENT ("Agreement"), dated _____, 2023, ("Effective Date") is made by and between the City of Mobile, Alabama, (COM), a municipal corporation organized and existing under the laws of the State of Alabama ("City"), and PM Group, Inc., (PMG) an Alabama Corporation ("Service Provider").

WHEREAS, (PM Group, Inc.) (PMG), Service Provider offers strategic communications and community engagement services to the City of Mobile Public Safety department.

WHEREAS, the City of Mobile desires to utilize professional services in order to help the City of Mobile Police Department increase trust and awareness within the police department and communities throughout the City of Mobile.

WHEREAS, on _____, the City Council approved a contract with PM Group, Inc. to begin engaging the City of Mobile, for strategic communications and community engagement services.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises, covenants and agreements herein contained, the parties hereto, intending to be legally bound, hereby agree as follows:

1. SCOPE OF WORK : The services to be performed by the Service Provider under this Agreement ("Services") for City of Mobile Police Department are as follows:

ASSESS & REVIEW:

- Conduct research to understand the current image and perception of the MPD within the community.
- Meet with identified community leaders to gain insight and perspectives.
- Analyze public sentiment, media coverage, social media conversations, and any existing surveys or studies related to the department's reputation.

IDENTIFY STAKEHOLDERS AND GOALS:

- Identify the key stakeholders involved, including public safety leaders, city officials, community organizations, and the police department itself.
- Collaborate with Chief of Police to establish clear goals for the communication strategy.
- Establish framework for improving trust and transparency, enhancing community engagement, and showcasing the department's positive initiatives.

DEVELOP A STRONG MESSAGE:

- Develop a consistent message and vision statement that will form the foundation of the MPD's communication strategy.
- Establish and emphasize the department's commitment to public safety, community partnerships, accountability, and a fair and unbiased approach to law enforcement.
- Identify and address specific concerns and highlight the department's unique strengths.

POLICE CHIEF COMMUNICATION:

- Communications Training: Arrange sessions for Police Chief to initiate various scenarios; including media interviews and public forum discussions.
- Strategy designed for bridging techniques to help express empathy and gain trust.

CULTIVATE TRANSPARENT EXTERNAL COMMUNICATION:

- Foster open and transparent communication channels between the police department and the community.
- Participate in identified town hall meetings, public forums, and interactive platforms such as social media or online communities.
- Encourage two-way communication, actively listen to community concerns, and respond with empathy and clarity.

TRAIN AND EDUCATE OFFICERS: (USING TRAIN THE TRAINER MODEL)

- Provide training for officers on effective communication, community engagement, and cultural sensitivity.
- Encourage and empower officers to be ambassadors of the department's positive image through their interactions with the community.

MONITOR AND EVALUATE:

- Continuously monitor the effectiveness of the strategy by tracking public sentiment, media coverage, and community feedback.
- Utilize surveys, focus groups, and data analytics to gauge the impact of strategy efforts.
- Make adjustments and refinements based on the feedback received.

LONG-TERM SUSTAINABILITY:

- Review to ensure that the strategy is sustainable for the long-term.
- Create accountability protocol for ongoing commitment to building trust and positive relationships with the community.
- Review and adapt the strategy periodically to address evolving community needs and concerns.

It is our commitment to introduce a strategy that aims to improve the Mobile Police Department's image and deliver positive messages throughout the community. Remember, building trust and changing public perception takes time, so consistency, transparency, and genuine community engagement are crucial for long-term success.

2. TERM: The Services are to be performed beginning November, 2023 through September 30, 2024. This timeline should be flexible and adaptable in the event of any unforeseen and/or changing circumstances. By written agreement, the parties can extend said term.
3. COMPENSATION: Service provider's fees are as follows:
The amount payable to (PMG) for the services provided under this Agreement, shall be in the amount of \$194,000. This amount shall be paid in ten equal payments of \$19,400 per month.
4. INVOICE: Service Provider shall submit an invoice for said monthly fee at the appropriate time. The City will not pay Service Provider for any travel expenses that have not been pre-approved. It is the Service Provider's responsibility to ensure that it is properly registered with the City as a vendor to receive payment.
5. CONFIDENTIALITY: Service Provider shall treat as confidential and proprietary all information and data delivered to it by City and its employees. All such information and data shall not be disclosed to any third party during or subsequent to the term of this Agreement. Nothing contained herein shall preclude Service Provider from disclosing information or data where disclosure or submission is required by applicable statutes, ordinances, codes, regulations, consent decrees, orders, judgments, rules, and all other requirements of any and all governmental or judicial entities that have jurisdiction over the Services, but only after prior written notice has been given to City.
6. RIGHTS IN DATA: All right, title and interest in and to the work products provided by Service Provider to City shall be the property of City ("Work Product"). Methodologies, process know-how and other instruments of service used to prepare the Work Product shall remain the property of Service Provider. Any modification or reuse of the Work Product without written verification or adaptation by Service Provider for the specific purpose intended will be at City's sole risk and without liability or legal exposure to Service Provider.
7. INSURANCE REQUIREMENTS: Service Provider shall procure and maintain for the entire duration of the project, at its own expense, such insurance as will protect it and the City (including the City's agents, employees, and elected officials) at the limits, coverages, and other terms set forth herein:

A. Types of Insurance Coverage and Limits

1. Automobile Liability Insurance: Limits of \$1,000,000 combined single limit covering "Any Auto" utilized by the Service Provider, its agents, servants, or employees in any way for its work under this Agreement. In the event a policy

covering "Any Auto" is not available, said policy shall cover at a minimum owned, non-owned, and hired automobiles.

2. Workers Compensation and Employer's Liability Insurance: Said insurance must not be less than limits of \$1,000,000 for Employer's Liability (each accident); \$1,000,000 for Employer's Liability disease (policy limit); and \$1,000,000 for Employer's Liability disease (each employee).

3. Professional Liability Insurance: Said insurance must not be less than limits of \$1,000,000 for Service Provider's liability.

B. Waiver of Subrogation: The automobile liability, professional liability, and workers compensation coverages must contain a waiver of subrogation in favor of the City, and such waiver shall be reflected on the Certificate(s) of Insurance. Service Provider does hereby waive any and all subrogation rights against the City, its elected officials, agents, employees, and officials, for any claims arising from the work related to this project or this Agreement. Service Provider further agrees to provide notice of this waiver to its insurer, and to secure its insurer's acknowledgment and consent to this waiver.

C. Non-Waiver: Failure by the City to insist on the issuance of insurance policies which conform with these requirements does not constitute a waiver of the City's right to assert a breach of any condition or requirement related to Service Provider's insurance or otherwise contained in this Agreement.

8. **INDEMNITY**: Service Provider its agents, employees, and officers hereby agree to indemnify, hold harmless, protect, and exonerate both the City and its agents, employees, elected officials, and representatives, from all claims of any nature whatsoever arising in connection with any acts or omission in the performance of this Agreement, and further to release the City and its agents, employees, elected officials, and representatives from any and all claims whatsoever arising from its undertakings pursuant to this Agreement. It is the specific and express intent of the parties to this Agreement for the foregoing covenants and indemnity obligations to run in favor of the City and its agents, employees, elected officials, and representatives to the fullest extent permitted by applicable law.

Nothing contained in this Agreement shall be deemed to constitute, either as to Service Provider or as to third parties, a waiver of any statutory damages caps set forth in Sections 11-47-190 and 11-93-2, Code of Alabama (1975), as the same may be amended from time to time, and in any other statutes, case law or otherwise available to the City.

9. **ANTI-DISCRIMINATION**: Service Provider shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to Sections 14-9 and 14-10, Mobile City Code, and by doing so agrees that it either will have, or will provide City with written proof demonstrating good faith efforts to procure, at least fifteen (15) percent participation by socially and economically disadvantaged individuals.

10. ANTI-BOYCOTT: By signing this Agreement, Service Provider represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade pursuant to Section 41-16-5, Code of Alabama 1975.
11. VENUE: The Parties agree that the laws of the State of Alabama shall govern and be controlling and binding over the provisions of the rights herein granted, and that, notwithstanding any provision to the contrary, the venue of any legal action brought in connection herewith shall be the circuit court of Mobile County, Alabama.
12. SEVERABILITY: In the event any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability shall not affect any other provision and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.
13. IMMIGRATION COMPLIANCE: By signing this Agreement, Service Provider affirms, for the duration of the Agreement, that it will not violate Federal or State immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, if found to be in violation of this provision, Service Provider shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom. Pursuant to Alabama Code (1975) Section 31-13-9, if Service Provider employs one or more employees within the State of Alabama, Service Provider shall provide documentation establishing that Service Provider is enrolled in the E-Verify program.
14. FORCE MAJEUR: The City or the Service Provider shall be excused from performance of any and all of its obligations hereinunder to the extent and for the time such performance is rendered impossible or impactable due to acts of God, labor unrest, war, riot, civic disturbance, contagious disease, or any other cause beyond the reasonable control of the City or Service Provider.
15. NO PARTNERSHIP CREATED: Nothing herein is intended or shall be construed in any way to create or establish the relationship of partners, agency relationship or a joint venture between the City and Service Provider.
16. NO THIRD-PARTY BENEFIT: Service Provider and the City enter this Agreement for their mutual benefit and not for the benefit of any third parties.
17. TERMINATION: Service Provider agrees that the City, at its sole discretion, including upon violation of any of the covenants and agreements herein contained, or on account of any act or omission or commission of the Service Provider, may, at its option, terminate and cancel this Agreement by giving notice to Service Provider.
18. ENTIRE AGREEMENT: This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and

understandings with respect thereto. No other agreements, representations, warranties or other matters, whether oral or written, will be deemed to bind the parties hereto with respect to the subject matter hereof. This Agreement shall not be altered, modified or amended in whole or in part, except in a writing executed by each of the parties hereto.

19. NOTICE: Any communication given pursuant to this Agreement will be in writing to the parties as listed below:

City: City of Mobile
P.O Box 1827
Mobile, AL 36633

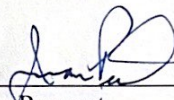
Service Provider: PM Group, Inc.
P.O. Box 851088
Mobile, AL 36685

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties as of the above referenced date.

CITY OF MOBILE, a Municipal
Corporation

SERVICE PROVIDER: PM Group, Inc.

By: _____
Name: William S. Stimpson
As its: Mayor

By:  _____
Name: Juan Peasant
As its: President

ATTEST:

City Clerk