



**STATEMENT OF WORK AGREEMENT  
CITY OF NORTH RICHLAND HILLS  
NRH2O FAMILY WATER PARK**

This Statement of Work ("SOW") is entered into between the City of North Richland Hills through its NRH2O Family Water Park, having its place of business at 9001 Boulevard 26, North Richland Hills, TX 76180 (hereinafter referred to as "NRH2O" or the "City"), and StraTact Media Group LLC, a Texas limited liability corporation, whose business address is P.O. Box 670422, Dallas, TX 75367 (hereafter referred to as "SMG"). In consideration of the mutual promises contained herein, and for other good and valuable consideration, the parties hereto agree as follows:

1. **Term of SOW:** SOW is effective for four months; June 1, 2020 ("SOW Effective Date"), and will be in effect until September 30, 2020.
2. **Confidentiality:** SMG agrees that it will treat all of its work with NRH2O as confidential. SMG will not disclose any confidential information it gains or becomes privy to regarding NRH2O, including but not limited to, NRH2O's operations, customers' identity, demographics or any other information about NRH2O's business as a result of working with NRH2O. SMG will also obtain NRH2O's written permission before it includes its name, logo, or any of the work it has done for NRH2O in any public materials.
3. **Non-solicitation:** Neither party shall attempt to employ, either directly or indirectly, a present employee of the other party during the performance of this SOW or for a period of 12 months after termination of this SOW. The foregoing does not limit either party's right to hire an employee who responds to general public solicitations, such as advertisements for employment in newspapers or job fairs.
4. **Assignment:** This Agreement shall inure to the benefit of and be binding upon either party and its successors and assigns.
5. **Fees, Expenses, Invoices and Payment for Advertising:**
  - a. **Fees:** NRH2O will pay SMG a monthly fee of \$3,125 for Media Planning and Buying Services (Total of \$12,500 represents approximately 150 man hours at \$85/hour; Note: normal hourly rate is \$100). Monthly invoice will be issued to NRH2O at the end of each month of service and is payable within 30 days.
  - b. **Invoices:** Media will be pre-billed one month prior to insertion dates (e.g., June insertions will be billed in May). SMG will submit invoices, as warranted, by activities undertaken by SMG during a given period. Invoices shall include descriptions of all Media Buys, including the amounts paid to, or retained by, SMG as its Commission, approved by NRH2O and implemented since the previous invoice.
  - c. **Payments:**
    - i. NRH2O will pay SMG the amounts charged to SMG by media vendors for purchases authorized by NRH2O ("Media Buys"). SMG may obtain discounts on NRH2O's behalf and will pass those discounts on to NRH2O.
    - ii. NRH2O shall pay invoices for Media within thirty (30) calendar days following receipt of the corresponding invoice reflecting all activities undertaken by SMG on behalf of NRH2O during the invoice period. NRH2O shall review each invoice upon receipt. In the event that NRH2O questions the validity of a charge, payment for only that portion under question may be delayed without penalty, provided NRH2O expresses its concern in writing or via email within thirty (30) days of the date of invoice.

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6. Cancellation Policies

- a) NRH2O may cancel this SOW by giving SMG thirty (30) days notice in writing. Any charges (e.g., short-rates) that may be incurred due to cancellations will be passed on to NRH2O for payment.

7. Description of Services:

a) Initial immersion

- Planning/negotiating/stewardship of contractual agreements in collaboration with NRH2O. Projected media budget is TBD.
- Revisit CY 2020 objectives/goals/strategies; confirm promotions/added-value initiatives
- Confirm total media budget; review marketing calendar and any new “news” to be supported with media/promotional dollars
- Maintain a working relationship with assigned Creative Contact to ensure objectives/deliverables are maintained

b) Media Planning:

- Quantitative/qualitative analyses of available media opportunities of target audience residing in Tarrant counties (final target geography priorities TBD) and based on the following:
  - Total audience data
  - Target audience coverage/composition
  - Target audience cost efficiencies
  - Third party audience data (where available. NOTE: in the event out-of-pocket dollars are required for third party resources, SMG will pass the expense onto NRH2O with prior approvals)
  - Relevant environments
  - Coverage of key events/seasonality
  - Added-value and promotional opportunities as communication extensions
- Strategic media approach and rationale for media vehicles recommended, as well as, media considered, but not recommended
- Negotiations for all recommended media (rates and added-value/promotional elements)
- Flowchart
- Budget summary
- Deliverable/timeline calendar for media and creative

c) Media Negotiations/Execution:

- Upon Client authorization, finalize all media negotiations and added-value/promotional elements
- Issue Client ATBs (authorization to buy) for Client signature/approval
- Issue contracts/insertion orders to approved media partners
- Set up templates for reporting

d) Media Stewardship/Accounting:

- Secure proof of performance for all purchased media by month
- Monitor and track; update budget recaps/flowchart on an ongoing basis
- Issue invoices for purchased media on the 1<sup>st</sup> of each month to Client by medium/media vendor; NOTE: frequency of invoicing can be refined based on Client’s needs (for example, pre-bill approved total media dollars) and reconcile each month
- Review/approve all media invoices, address any discrepancies; secure make-goods/credits, as warranted and process payments to media partners upon receipt of Client payment
- Issue monthly reports recapping actuals versus original purchased by medium

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- Maintain relationships with all media vendors/partners
  - Inform Client of any new opportunities and changes in the marketplace on an ongoing basis
8. **Non-appropriation of Funds:** In the event no funds or insufficient funds are appropriated by the City in any fiscal period for any payments due hereunder, City will notify SMG of such occurrence and this SOW shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to the City of any kind whatsoever, except as to the portions of the payments herein agreed upon for which funds have already been appropriated.
9. **Indemnification: Release of Liability:** SMG SHALL RELEASE FROM LIABILITY, INDEMNIFY AND HOLD THE CITY AND ITS OFFICERS, AGENTS AND EMPLOYEES HARMLESS FROM ANY LOSS, DAMAGE LIABILITY OR EXPENSE FOR DAMAGE TO PROPERTY AND INJURIES, INCLUDING DEATH, TO ANY PERSON, INCLUDING BUT NOT LIMITED TO OFFICERS, AGENTS OR EMPLOYEES OF SMG OR SUBCONTRACTORS, WHICH MAY ARISE OUT OF ANY NEGLIGENT ACT, ERROR OR OMISSION IN THE PERFORMANCE OF THIS SOW. SMG SHALL DEFEND AT ITS OWN EXPENSE ANY SUITS OR OTHER PROCEEDINGS BROUGHT AGAINST THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES, OR ANY OF THEM, RESULTING FROM SUCH NEGLIGENT ACT, ERROR OR OMISSION; AND SHALL PAY ALL EXPENSES AND SATISFY ALL JUDGMENTS WHICH MAY BE INCURRED BY OR RENDERED AGAINST THEM OR ANY OF THEM IN CONNECTION THEREWITH RESULTING FROM SUCH NEGLIGENT, ERROR OR OMISSION.
10. **Independent Contractor:** SMG shall perform all work and services hereunder as an independent Contractor and not as an officer, agent or employee of the City. SMG shall have exclusive control of and the exclusive right to control, the details of the work performed hereunder and all persons performing same and shall be solely responsible for the acts and omissions of its agents, employees and subcontractors. Nothing herein shall be construed as creating a partnership or joint venture between the City and the SMG, its agents, employees and subcontractors; and the doctrine of respondeat superior shall have no application as between the City and the SMG.
11. **Prohibition of Assignment:** Neither party hereto shall assign, sublet or transfer its interest herein without the prior written consent of the other party, and any attempted assignment, sublease or transfer of all or any part hereof without such prior written consent shall be void.
12. **Choice of Law; Venue:** This SOW shall be construed in accordance with the laws of the State of Texas. Should any action, at law or in equity, arise out of the terms herein, exclusive venue for said action shall be in Tarrant County, Texas.
13. **Force Majeure:** Neither party shall be liable for failure to perform its obligations under this SOW if the performance is delayed by reason of war; civil commotion; acts of God; inclement weather; governmental restrictions,

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regulations, or interferences; fires; strikes; lockouts; epidemics; national disasters; riots; material or labor restrictions; transportation problems; or any other circumstances which are reasonably beyond the control of the party.

SMG shall provide the services and deliverables in accordance with the terms and provisions contained in this SOW.

**This SOW is made and entered into by both parties as of the SOW Effective Date\_\_\_\_\_.**

**CITY OF NORTH RICHLAND HILLS  
NRH2O FAMILY WATER PARK**

**StraTact Media Group LLC**

By: \_\_\_\_\_

By: \_\_\_\_\_

Mark Hindman

Print Name: Jana Doll

City Manager

Title: Principal

**ATTEST:**

\_\_\_\_\_  
Alicia Richardson, City Secretary

**APPROVED AS TO FORM AND LEGALITY:**

\_\_\_\_\_  
Maleshia B. McGinnis, City Attorney

**NRH Council Action**    Y / N

Date Approved \_\_\_\_\_

Agenda No \_\_\_\_\_

Ord / Res No \_\_\_\_\_