

## PROFESSIONAL SERVICES AGREEMENT

This **PROFESSIONAL SERVICES AGREEMENT** (“**Agreement**”) is made by the **CITY OF NORTH RICHLAND HILLS**, a Texas municipal corporation, hereinafter called “**City**,” and **Flat Five Marketing, LLC**, hereafter called “**Contractor**.” The parties are each individually referred to herein as a “party” and collectively as the “parties.”

### 1. SCOPE OF SERVICES

- 1.1 Contractor agrees to provide professional services for the purpose of Marketing and Promotional services (“Services”), as described in Exhibit A, which exhibit is attached hereto and incorporated into this Agreement for any and all purposes.
- 1.2 Contractor services shall include brand development, website development, digital marketing, advertising, social media support, and strategic consultation. Specific tactics and deliverables will be mutually agreed upon and may evolve based on City needs.
- 1.3 City may adjust services to be provided by Contractor as mutually agreed upon by the parties in writing. Any authorization for adjustment of services shall be given to Contractor by City in writing, approved by City, and executed by both parties.
- 1.4 The Services provided for herein shall be provided and compensated in two phases:  
Phase 1: Beginning June 9, 2026 and ending September 30, 2026  
Phase 2: Beginning October 1, 2026 and ending September 30, 2027.

### 2. COMPENSATION

- 2.1 In consideration of the services described herein, City shall pay and Contractor shall receive compensation in accordance with Exhibit B, “Compensation,” which exhibit is attached hereto and incorporated into this Agreement for any and all purposes. Payment by the City shall be contingent upon the City’s approval of Contractor’s deliverables and compliance with the Project Schedule as outlined in Exhibit C.
- 2.2 Total payments including reimbursable expenses, to Contractor by City, for the services stated in Exhibit A, shall not exceed **FIVE HUNDRED TWENTY-ONE THOUSAND DOLLARS AND ZERO CENTS (\$521,000.00)**. Compensation shall be provided according to the applicable Phase and shall adhere to the following schedule:
  - 2.2.1. Phase 1: An amount not to exceed \$50,000 between June 9, 2026 and September 30, 2026. Such amount includes \$20,000 which shall be due upon agreement execution, \$20,000 due 45 days after agreement execution, and \$10,000 due 90 days after agreement execution.
  - 2.2.2. Phase 2: \$157,000 annually, billed in equal monthly installments, beginning October 1, 2026.
- 2.3 City may authorize additional services to be provided by Contractor as mutually agreed upon by the parties in writing. Any authorization for additional services

shall be given to Contractor by City in writing, approved by City, and executed by both parties.

3. **TERM**

This Agreement shall be effective upon June 9, 2026 and shall expire upon completion of all services contemplated herein, but not later than September 30, 2027, with up to two consecutive optional one-year renewals as determined by the City.. Renewal pricing shall remain the same as outlined in Section 2.2.2. herein, unless the scope of services materially changes as determined by the City, in which case pricing may change upon mutual agreement of the City and Contractor. The anticipated project schedule is outlined in Exhibit C, "Project Schedule," which exhibit is attached hereto and incorporated into this Agreement for any and all purposes.

4. **TERMINATION**

4.1 During Phase 2, either party may terminate this Agreement for convenience upon sixty (60) days' written notice to the other party. Contractor shall continue to provide services during the notice period unless otherwise directed by the City. **Contractor shall be compensated for all services performed through the effective date of termination, including services performed during the notice period, in accordance with this Agreement's compensation provisions.** Following notice of termination, the Contractor shall take reasonable steps to wind down services in an orderly manner and minimize additional costs. Contractor shall not incur any new third-party obligations without prior written approval from the City.

4.2 Either City or Contractor may terminate this Agreement for cause in the event the other party **materially fails to perform** in accordance with the provisions of this Agreement. **Prior to termination for cause, the non-breaching party shall provide written notice of the alleged breach and allow the breaching party a period of ten (10) business days to cure such breach, if curable.** If the breach is not cured within the specified period, the non-breaching party may proceed with termination. **In the event of termination for cause by the City, the City shall compensate Contractor for all services satisfactorily performed and accepted by the City prior to the effective date of termination.** Upon termination, Contractor shall cease work as directed by the City and take reasonable steps to wind down services and cancel outstanding obligations to the extent practicable.

4.3 **Non-appropriation of Funds.** If services under this Agreement are anticipated to be performed outside of the current fiscal year and in the event no funds or insufficient funds are appropriated by City in any fiscal period for any payments due hereunder, City will notify Contractor of such occurrence and this Agreement shall terminate on the last day of the fiscal period for which

appropriations were received without penalty or expense to City of any kind whatsoever, except as to the portions of the payments herein agreed upon for which funds have been appropriated.

5. **INDEMNIFICATION; RELEASE OF LIABILITY**

**CONTRACTOR 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 CONTRACTOR OR SUBCONTRACTORS, WHICH MAY ARISE OUT OF ANY NEGLIGENT ACT, ERROR OR OMISSION IN THE PERFORMANCE OF THIS AGREEMENT. CONTRACTOR 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 ACT, ERROR OR OMISSION.**

6. **INDEPENDENT CONTRACTOR**

Contractor shall perform all work and services hereunder as an independent contractor and not as an officer, agent or employee of City. Contractor 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 City and Contractor, its agents, employees and subcontractors; and the doctrine of respondent superior shall have no application as between City and Contractor.

7. **ENTIRE AGREEMENT**

This Agreement represents the entire agreement between City and Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both City and Contractor.

8. **PROHIBITION OF ASSIGNMENT**

Neither party hereto shall assign, sublet, or transfer their 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.

9. **CHOICE OF LAW; VENUE**

This Agreement 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.

10. **CONFIDENTIAL INFORMATION**

Contractor understands and acknowledges that Contractor will be provided with information that may be confidential by law, rule, statute, ordinance, or legal order. Unless otherwise provided by law, Contractor shall not disclose any information deemed confidential to any party who is not privy to or who does not have a special right of access to said information. Contractor agrees to use confidential information for purposes of providing the services contemplated herein only as determined by the City. Disclosure of, or unauthorized use of, any confidential information by Contractor is a material breach of this Agreement. If Contractor violates this provision, and in addition to any other remedies at law or in equity that the City may have, the City may immediately obtain injunctive relief in a court of competent jurisdiction enjoining any continuing or further breaches and exercise any further remedies as authorized by law. Contractor agrees to indemnify and hold the City harmless for any claims or damages caused by Contractor's breach of this confidentiality provision.

11. **RIGHT TO AUDIT**

During the term of this Agreement, and at any time within three (3) years following the expiration of this Agreement, the City shall have the right of access to all information held in the possession of the Contractor related to services performed under this Agreement, for audit purposes or otherwise. Contractor agrees to provide access to such information to the City within fourteen (14) days of the City's request, unless expressly prohibited from doing so by court or other governmental order. Except in the event of an emergency, the City will provide reasonable advance notice of any intended audits and the need for the information. Contractor agrees that it will keep records relating to the services provided hereunder for as long as required by law.

12. **NOTICES**

Any notice required to be given hereunder shall be given by certified mail, return receipt to the following addresses:

**If to City:**

City of North Richland Hills  
Attn: Paulette Hartman, City Manager  
4301 City Point Drive  
North Richland Hills, Texas 76102

**With copy to the City Attorney at:**

Bradley A. Anderle  
Taylor, Olson, Adkins, Sralla & Elam L.L.P.  
6000 Western Place, Ste 200  
Fort Worth, Texas 76107

**If to Contractor:**

Flat Five Marketing  
Attn: Darren Drewitz  
11601 West Highway 290  
Austin, TX 78737

13. **INSURANCE**

Contractor shall maintain the following Insurance coverage during the term of this Agreement, or other coverage acceptable to the City:

Comprehensive general liability insurance policy in minimum amounts of \$1,000,000 per occurrence and \$2,000,000 general aggregate for damage and/or injury to persons or property. Contractor shall add the City as an additional insured.

Professional liability policy with limits of no less than \$1,000,000 per claim or occurrence. Contractor shall add the City as an additional insured.

Worker's compensation insurance or its equivalent in the minimum statutory amount in the state where Contractor conducts its business.

Auto liability policy or its equivalent with a combined single limit of not less than \$1,000,000 per accident. Contractor shall add the City as an additional insured.

Upon execution of this Agreement and prior to the commencement of any work, Contractor shall provide certificates of insurance to the City showing its compliance with this Section.

14. **OWNERSHIP OF CREATIVE MATERIALS**


All final creative materials produced under this Agreement, including but not limited to website, digital media usernames, logos, slogans, graphics, advertisements, videos, written content, creative content and other marketing assets, shall become the property of the City of North Richland Hills upon full payment to Contractor.

The City shall retain full ownership, usage rights, and reproduction rights for all final deliverables created under this Agreement.

Contractor retains the right to display such work in its professional portfolio and marketing materials unless otherwise restricted by the City.

15. **DISPUTE RESOLUTION**

Except in the event of termination pursuant to Section 4.1, if either City or Contractor has a claim, dispute, or other matter in question for breach of duty, obligations, services rendered, or any warranty that arises under this Agreement, the parties shall first attempt to resolve the matter through this dispute resolution process. The disputing party shall notify the other party in writing as soon as practicable after discovering the claim, dispute, or breach. The notice shall state the nature of the dispute and list the party's specific reasons for such dispute. Within ten (10) business days of receipt of the notice, both parties shall commence the resolution process and make a good faith effort, either through email, mail, phone conference, in person meetings, or other reasonable means to resolve any claim, dispute, breach, or other matter in question that may arise out of, or in connection with, this Agreement. If the parties fail to resolve the dispute within sixty (60) days of the date of receipt of the notice of the dispute, then the parties may submit the matter to non-binding



mediation in Tarrant County, Texas, upon written consent of authorized representatives of both parties in accordance with the Industry Arbitration Rules of the American Arbitration Association or other applicable rules governing mediation then in effect. The mediator shall be agreed to by the parties. Each party shall be liable for its own expenses, including attorney's fees; however, the parties shall share equally in the costs of the mediation. If the parties cannot resolve the dispute through mediation, then either party shall have the right to exercise any and all remedies available under law regarding the dispute. Notwithstanding the fact that the parties may be attempting to resolve a dispute in accordance with this informal dispute resolution process, the parties agree to continue without delay all of their respective duties and obligations under this Agreement not affected by the dispute. Either party may, before or during the exercise of the informal dispute resolution process set forth herein, apply to a court having jurisdiction for a temporary restraining order or preliminary injunction where such relief is necessary to protect its interests.

EXECUTED on this, the 19 day of MAY, 2026

ACCEPTED AND AGREED:

CONTRACTOR:

CITY OF NORTH RICHLAND HILLS:

By: Darren Drewitz  
Name: ~~Paulette A. Hartman~~ Darren Drewitz  
Title: owner

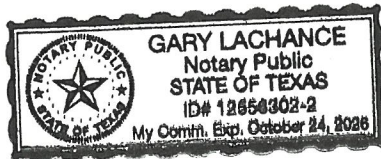
By: \_\_\_\_\_  
Paulette A. Hartman  
City Manager

Date: 5-19-26

Date: \_\_\_\_\_

ATTEST: Gary Lachance  
By: Gary Lachance  
Name: \_\_\_\_\_  
Title: Texas Notary

ATTEST: \_\_\_\_\_  
Alicia Richardson  
City Secretary/Chief Governance  
Officer



APPROVED TO FORM AND LEGALITY:

By: \_\_\_\_\_  
Bradley A. Anderle  
City Attorney

**EXHIBIT A  
SCOPE OF SERVICES**

**Marketing and Promotional Services**

Flat Five Marketing (“Contractor”) shall provide marketing, branding, and promotional services for the City of North Richland Hills (“City”) in support of the City’s tourism, promotional, and economic development objectives.

Contractor shall provide the following professional services:

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**1. BRAND DEVELOPMENT**

Contractor shall provide foundational brand development services for the City’s promotional and tourism marketing efforts. These services include:

- Development of a mission statement
- Development of a new logo and tagline
- Creation of basic brand guidelines
- Development of a campaign concept for promotional marketing
- Creation of example marketing creative including a full-page print advertisement
- Video production including scripting, filming, and editing of promotional videos

All creative deliverables shall include up to **two (2) rounds of revisions**. Additional revisions requested by the City beyond the included revisions may be billed at a rate of **\$125 per hour** upon written approval by the City.

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**2. WEBSITE DEVELOPMENT**

Contractor shall design and develop a promotional website for the City.

Services include:

- Design and development of a website consisting of approximately ten (10) pages
- Integration of photos, video, and promotional content
- Implementation of branding elements developed under this Agreement
- Basic content structure and user navigation for visitors and tourism audiences

Contractor may also provide website hosting, maintenance, security updates, and minor updates

Initial Here 

during the term of the Agreement.

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### 3. DIGITAL MARKETING SETUP

Contractor shall establish digital marketing infrastructure and analytics tracking systems for the City.

Services include:

- Setup and configuration of digital advertising accounts
- Setup of analytics and performance tracking tools
- Configuration of reporting tools and digital marketing reporting

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### 4. SOCIAL MEDIA SETUP AND SUPPORT

Contractor shall assist with the establishment and organization of official social media accounts.

Services include:

- Creation or configuration of official accounts
- Implementation of branding and profile elements
- Initial content development and posting strategy
- Recommendations regarding hashtags, tagging, and search visibility

Contractor may also provide ongoing strategic consultation related to social media marketing and content planning.

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### 5. DIGITAL MARKETING MANAGEMENT

Contractor shall assist the City in the planning and coordination of digital marketing initiatives, including but not limited to:

- Paid digital advertising strategy
- Digital marketing campaign management
- Event and seasonal promotional marketing
- Graphic design and digital creative development
- Monthly consultation, reporting, and strategic planning meetings

Any media purchases or advertising spend paid directly to third-party platforms (including but



not limited to Google, Meta, or other digital media platforms) shall be approved by the City and shall not be included in Contractor compensation unless otherwise stated in Exhibit B.

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## **6. CONTENT CREATOR PROGRAM**

Contractor shall assist the City in developing and managing programs that engage local content creators or social media influencers in promoting City attractions, events, and tourism opportunities.

Services include program development, coordination, and performance monitoring.

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## **7. STRATEGIC CONSULTATION AND MARKETING PLANNING**

Contractor shall provide strategic marketing consultation services including:

- Development of marketing plans
- Marketing strategy consultation
- Periodic meetings with City staff
- Review and evaluation of marketing performance



**EXHIBIT B**  
**COMPENSATION**

**1. COMPENSATION**

For and in consideration of the services to be rendered by Contractor under this Agreement, the City shall pay to Contractor the compensation hereinafter set forth in accordance with the terms set forth herein.

<u>Activity</u>	<u>Amount</u>
Year 0 - Phase 1	\$50,000
Year 1 - Phase 2	\$157,000
Optional Year 2	\$157,000
Optional Year 3	\$157,000

**2. PAYMENT**

Payments to Contractor will be made as follows:

In Year 0, the payment schedule will be the following:

- o Upon Execution: \$20,000
- o 45 days after Execution: \$20,000
- o 90 days after Execution: \$10,000

During Year 1 and any subsequent renewals, invoices and payments will be on a monthly basis. Monthly payment of the fee will be in equal monthly installments.

Invoices will be issued by Contractor for all work performed under this Agreement. Invoices will be prepared in a format approved by City prior to submission of the first monthly invoice. Once approved, City agrees not to require changes in the invoice format, but reserves the right to audit.

City's payments under this Agreement, including the time of payment and the payment of interest on overdue amounts, are subject to Chapter 2251 of the Texas Government Code. Payment shall be due within thirty (30) days of the date the City receives a timely and proper invoice for the goods or services. Interest on any overdue payment shall not



exceed 1% plus the prime rate as published by the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

Upon completion of services enumerated in Exhibit A, the final payment will be due upon receipt of the final invoice.

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**EXHIBIT C**  
**PROJECT SCHEDULE**

PROJECT SCHEDULE

The Scope of Services for this PROJECT is based on the following schedule:

<u>Activity</u>	<u>Date</u>
Notice To Proceed from City	June 9, 2026
Year 0 - Phase 1	June-September 2026
Year 1 - Phase 2	October 1, 2026 - September 30, 2027
Optional Year 2	October 1, 2027 – September 30, 2028
Optional Year 3	October 1, 2028 – September 20, 2029