

**STATEMENT OF WORK AGREEMENT
NRH2O FAMILY WATER PARK**

This 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 "City" or "Client"), 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"). City and SMG are herein each referred to individually as a party and collectively as the "parties." 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 10 months; December 1, 2016 ("SOW Effective Date"), and will be in effect until September 30, 2017.
2. Confidentiality: SMG agrees that it will treat all of its work with City as confidential. SMG agrees, unless required by law, it will not disclose any of the work it is doing for the City or any information provided to SMG by the City. SMG will seek and obtain the City's written permission before it includes the City's name, logo, or any of the work it has done for the City 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. SMG may not assign this agreement in whole or in part without the City's prior written consent.
5. Fees, Expenses, Invoices and Payment for Advertising.
 - a. Fees: City will pay SMG a monthly fee of \$2,970 for Media Planning and Buying Services (Total of \$29,700 represents approximately 330 man hours at \$90/hour). Monthly invoices will be issued to City at the end of each month of service and is payable within 30 days of receipt.
 - b. Invoices: Media will be pre-billed one month prior to insertion dates (e.g., May insertions will be billed in April). 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 City and implemented since the previous invoice.
 - c. Payments:
 - i. City will pay SMG the amounts charged to SMG by media vendors for purchases authorized by City ("Media Buys") not to exceed the amount of the Media Budget as set forth in Section 7a. SMG may obtain discounts on City's behalf and will pass those discounts on to City.
 - ii. City shall pay invoices for Media Buys within thirty (30) calendar days following receipt of the corresponding invoice reflecting all activities undertaken by SMG on behalf of City during the invoice period. City shall review each invoice upon receipt. In the event that City questions the validity of a charge, payment for only that portion under question may be delayed without penalty, provided City 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) City may cancel this SOW by giving SMG 4 weeks' notice in writing. Any shortrates with media vendors that may be incurred due to media cancellations will be passed on to the City for payment. The parties do not anticipate any shortrates due to cancellations, and SMG will utilize its best efforts to ensure that any potential shortrates are waived. Written notification of any applicable shortrates will be provided to the City at the time of a cancellation notice. Notwithstanding the foregoing, City may cancel this SOW in the event no funds or insufficient funds are appropriated by 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 City of any kind whatsoever, except as to the portions of the payments herein agreed upon for which funds have been appropriated.
7. Description of Services:
- a) Initial immersion
- Planning/negotiating/stewardship in collaboration with City. Media Budget has been determined to be \$210,000, less the Agency Fee of \$29,700.
 - Meet with City to review FY 2015/16; discuss promotions and successes
 - Receive input/goals/objectives for FY 2016/17; confirm total media budget for FY 2016/17; review marketing calendar and any new "news" to be supported with media/promotional dollars
 - Maintain a working relationship with assigned Creative Agency to ensure objectives/deliverables are maintained
- b) Media Planning:
- Quantitative/qualitative analyses of available media opportunities targeting Moms residing in Tarrant county and surrounding communities (final target geography priorities TBD) and based on the following:
 - Quantitative/qualitative analysis for all relevant media channels
 - 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 City with prior written 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 1st 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
 - Maintain relationships with all media vendors/partners
 - Inform Client of any new opportunities and changes in the marketplace on an ongoing basis



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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

By: _____

Printed Name: _____

Title: _____

StraTact Media Group LLC

By:  _____

Print Name: Jana Doll

Title: Principal