



**Agreement Between
City of Powell
and
FrazierHeiby, Inc.**

This Agreement is made by and between the City of Powell, 47 Hall Street, Powell, Ohio 43065 (hereafter referred to as "Client") and FrazierHeiby, Inc., 1500 Lake Shore Drive, Suite 300, Columbus, Ohio 43204 (hereinafter referred to as "Agency"). For the purposes of this Agreement, the term "Party" or "Parties" means the Client and Agency collectively.

Agreement – Strategic Communication Services

Incorporation of Service: The Agency shall provide the Client strategic professional marketing and communications services as documented in the Statement of Work ("SOW"), which has been attached as an Addendum to this Agreement.

Term of the Agreement: This Agreement for ongoing marketing and communications services begins February 17, 2021 and shall continue through May 7, 2021. Any changes to the Statement of Work must be agreed upon by both parties as being bound by this same Agreement. Additional projects, professional time or services requested beyond those in the Statement of Work will be addressed through separate project cost estimates and approvals.

This Agreement may terminate when either the Client or Agency provides a 60-day written notice of its decision to end this Agreement. During the termination period all fees shall be due and payable to Agency in accordance with its normal billing practices and procedures. In the event of termination by Client, Client shall assume all non-cancellable third-party obligations entered into by Agency for the benefit of Client.

Payment Terms: The terms for all invoices are net 45 days from Client's receipt of invoice and are subject to a 5% late fee. Client also agrees to reimburse Agency for all expenses, including reasonable attorneys' fees, incurred in the collection of any overdue and unpaid invoices. Agency may, at its discretion, suspend work on Client's account should any invoice remain unpaid for more than 60 days from the date of the invoice.

Agency will bill Client at the beginning of each service month for professional service fees, as well as expenses incurred on behalf of the Client, including but not limited to items such as travel, messengers, printing, and postage. Agency will provide Client with an invoice detailing the actual expenses incurred. For expenses greater than \$1,000, the agency will invoice anticipated costs separately and require advance payment from Client before funds are sent to respective vendors.



Agency encourages Client to review each invoice as soon as possible after it is received. Client should contact Agency with any questions regarding invoices or services as soon as possible after receipt. If Agency does not hear from Client within 60 days after the date of the invoice, Agency will assume that Client has no concerns regarding Agency's work or invoices. Client agrees that any objection to the propriety of any charge is waived unless Agency has received a written objection within 60 days from the date of the invoice containing such charges.

Compliance with the Law: Agency in the execution of duties and obligations hereunder agrees to comply with all applicable federal, state and local laws, rules, regulations and ordinances. Additionally, the laws of Ohio will govern this Agreement, and venue for any disputes will lie exclusively with the appropriate court in Franklin County, Ohio.

Entire Document: This Agreement is the entire Agreement between the Parties with respect to the subject matter.

Notices: All notices to be provided under this Agreement by one Party to another shall be made by a) regular mail b) e-mail; or c) by personal delivery upon the Party to be served the notice. Notifications shall be to the following address or e-mail:

To City of Powell:
Megan Canavan, M.S. IMC
Assistant City Manager/Communications Director
47 Hall Street
Powell, Ohio 43065

To FrazierHeiby, Inc.:
Lauren Parker
President + CEO
FrazierHeiby, Inc.
1500 Lake Shore Drive
Suite 300
Columbus, Ohio 43204

Either Party may change its address for notices hereunder upon fourteen (14) days written notice of such change to the other Party in the manner set forth above.

Indemnification

Client's Responsibility: Client is responsible for the accuracy, completeness and propriety of information that it provides to Agency concerning Client's products, services, organization and industry. Client is responsible for reviewing all publicity or other materials prepared by Agency under this agreement, to confirm that all representations, direct or implied, and submitted to Client



by Agency for approval, are supportable by objective data then possessed by Client, and to confirm the accuracy and legality of the descriptions and depictions of the products and services of Client and its competitors. Client agrees to accept responsibility for its own acts and omissions in receiving services pursuant to this Agreement as well as those acts or omissions of its employees, agents and affiliates and notwithstanding anything to the contrary in this Agreement, in no event shall Client be responsible for the acts or omissions of the other party Client's obligations under this section include payment by Client to Agency for all time charges and expenses (including reasonable attorney's fees and expenses) incurred by Agency in connection with any subpoena, discovery or demand or other directive having the force of law or governmental inquiry served upon Agency or any of its affiliates that relates to Client, its business or its industry that arises out of any litigation, proceedings or investigations involving Client.

Agency's Indemnity: It will be the responsibility of Agency to make certain that the necessary contracts or releases have been obtained with or from those whose names, likenesses, testimonials, scripts, musical compositions, or other copyrighted materials are used in the deliverables prepared under this agreement, and Agency agrees to indemnify, defend and hold the Client harmless against any Claims the Client may incur as a result of Agency 's failure to obtain the above-mentioned contracts or releases. It is expressly understood that the foregoing indemnification by Agency shall not apply, and Client shall be responsible for the Claims which arise from materials or information provided by Client, use of materials prepared by Agency on behalf of Client in a manner inconsistent with third party rights disclosed to Client by Agency, or risks which Agency has brought to Client's attention where Client has elected to proceed.

Employee Protection

Client agrees that one of Agency's most valued assets is its professional staff, and further agrees not to hire or employ any member of Agency's staff. However, should Client breach this provision and employ any employee of Agency, Agency must give approval in advance of Client making the offer to Agency's employee, and Client will pay Agency a recruiting fee equal to one-half the employee's current annual compensation, which the parties agree is a reasonable estimate of Agency's actual damages should this occur. This provision applies to any employee of the Agency hired by Client either during the term of this agreement or within one year following its termination. In the event Agency's services are terminated within six months of hiring an Agency employee, the termination period will extend two additional months.

Confidentiality

Each of us agrees to keep confidential and not to disclose or use for its own benefit or for the benefit of any third party (except as may be required for the performance of services under this agreement or as may be required by law), any information, documents or materials which are identified by a party, at the time that they are made available, or reasonably understood to be proprietary or confidential by the receiving party. The confidentiality obligations in the preceding



sentence, however, shall not extend to any information, documents, or materials that (a) become publicly available without breach of this provision, (b) are received from a third party without restriction, or (c) are independently developed without reference to information received hereunder from the other party, and provided further that such obligations shall expire upon the second anniversary of the effective date of termination of this contract. In addition, either party may make disclosures of confidential information required by valid order of any court or other authorized governmental entity, provided such party promptly notifies the other party and provides reasonable cooperation, at the other party's expense, with the other party's efforts, if any, to limit disclosure and to obtain confidential treatment or a protective order. Confidential Information shall include but not be limited to any and all information related to present or former patients, business and employee records, and intellectual property, patient and member lists, personal information, employee information, cost and pricing information, financial data, research data, strategic plans, transactional information and any other business data maintained by Client or any of its affiliates and/or contractors in any media including but not limited to written, electronic and oral as well as information systems used to create, transmit or store this information.

General Terms

Agency may include Client's name on client lists used for creative service, marketing and communications industry ranking or directory purposes, and shall be permitted to disclose or otherwise publicize its relationship with Client to trade publications.



Scope of Work

On May 4, 2021, City of Powell residents will make their voices heard on an income tax restructuring resolution unanimously supported by the City Council. Leading up to this milestone, the City of Powell will need to educate residents on the issue and let them know when, where and how they can cast their ballot. As your partner, FrazierHeiby will help shape the message and pinpoint the most effective measures for connecting with residents.

Delivery + Details

<p>Public Relations</p>	<p>Strategy & Planning</p> <ul style="list-style-type: none"> + Review all available background materials on income tax restructuring from City of Powell + Host kick-off workshop with City of Powell team + Compile community insights overview + Devise campaign plan, including external marketing/communications cadence by channel <p>Message Development</p> <ul style="list-style-type: none"> + Develop key message map, plus trickle down messaging for specific voting blocks + Draft detailed FAQ on the measure + Create landing page content for City of Powell website to serve as information hub <p>Influencer Engagement</p> <ul style="list-style-type: none"> + Develop a community advocacy toolkit with background information, talking points and “swiss cheese” communications templates that influencers can personalize and share with their networks (e.g. social media posts, email, op-ed, etc.); consider current class of Powell Citizens Academy + Work with the City of Powell to identify a short list of influential people in the community and invite them to a roundtable discussion (ideally with City Manager and City Council member) to learn about the measure and have their questions answered directly <p>Media Relations</p> <ul style="list-style-type: none"> + Develop media kit with essential background information on the
--------------------------------	---

	<p>measure, along with supplemental information for reporters to proactively ask questions for news stories</p> <ul style="list-style-type: none"> + Proactively engage with reporters to identify interview opportunities for City of Powell PIOs <ul style="list-style-type: none"> + When, Where and How to Vote in the May Election + How the Income Tax Restructuring Will Drive Economic Development in the City of Powell + Need-to-Know Facts to Think About During Tax Season + Handle all logistics and spokesperson prep before, during and after an interview <p>Direct-to-Resident Communications</p> <ul style="list-style-type: none"> + Develop creative display campaign focused on a Get Out the Vote message for the month leading up to the election when early voting is an option + If time and budget allows, produce a series of postcards or door hangers with fast facts on the measure and how to vote; target mail delivery + canvass efforts based on age and geography <p>Social Engagement</p> <ul style="list-style-type: none"> + Provide copywriting and graphic design for drumbeat social media posts with information about the measure + Leverage engagement opportunities within online community groups and forums made up of Powell residents <ul style="list-style-type: none"> + Nextdoor Neighborhood Forums + Facebook Groups: The Powell Bubble, The Powell Watch + Promote and host a monthly virtual town hall and/or panel discussion using Zoom, Facebook Live + Amplify social content through paid advertising and pair with geo-targeted display ads
<p>Project Management</p>	<ul style="list-style-type: none"> + Update project status chart tracking all aspects of the program + Lead regular planning and status calls with the client + Share weekly flash report highlighting priorities and immediate action



	items + Create final program report at the conclusion of the project
--	---

Compensation

Professional services fees are \$36,000 total, invoiced at \$9,000 per month, for the Agreement period (February - May 2021). Hard cost for paid media (estimated \$5,000 - 8,000) will be in addition.

Execution

The Parties agree that execution of this Agreement in parts constitutes a complete document.

IN WITNESS WHEREOF, this Agreement has an effective date of February 17, 2021 as fully executed by the Parties.

CLIENT NAME

By: _____
 Name/Title: Megan Canavan, M.S. IMC, Assistant City Manager/Communications Director, City of Powell

Date: _____

FRAZIERHEIBY, INC

By: Lauren Parker
 Name/Title: Lauren Parker, President + CEO, FrazierHeiby

Date: 2/12/21

