



**2024 Statement of Work
Visalia Tourism Marketing District**

**Prepared by
MMGY Global, LLC**

November 30, 2023



EXHIBIT A – Statement(s) of Work

STATEMENT OF WORK

No. 9

This Statement of Work (“**SOW**”) is entered into and made effective as of January 1, 2024 (the “**SOW Effective Date**”), by and between **MMGY Global, LLC**, a Delaware limited liability company with offices at 7309 W. 80th Street, Suite 400, Overland Park, KS 66204 (hereinafter referred to as “**Agency**”) and **Visalia Tourism Marketing District**, whose address is 112 E Main St, Visalia, CA 93291 (“**Client**”). Agency and Client shall individually each be referred to as a “**Party**” and collectively as the “**Parties**”.

This SOW is governed by the terms and conditions of the Master Services Agreement between Agency and Client which was effective as of August 1, 2020.

I. TERM:

Unless terminated earlier as provided herein, the term of this SOW shall commence on the SOW Effective Date and will expire on December 31, 2024 unless terminated earlier by either party with 90 days written notice to designated Agency or Client representative. In the event that the SOW is terminated by either party, Client will be responsible for all agency costs invested to date, including time and hard costs.

Each Party shall be excused for failures and delays in performance (other than failure to pay amounts previously due) caused by war, civil war, riots or insurrections, laws, proclamations, ordinances or regulations of any federal, state, or local government; or strikes, floods, fires, explosions, or other circumstance beyond the reasonable control and without the fault of such Party. Notwithstanding the foregoing, in the event of such an occurrence, each party agrees to make a good faith effort to perform its obligations hereunder.

II. DESCRIPTION OF SERVICES:

Core Agency services included in this SOW include:

- Account & Project Management
- Media Planning & Buying (inclusive of digital, paid social and paid search)
- Creative Services
- Data Strategy & Performance Analytics

Additional Agency services available, but not included in this SOW include:

- Branding
- Business Strategy & Account Planning
- Content Marketing
- Creative Services (Photography and Video)
- Custom Research & Insights
- Email Marketing
- Marketing Technology (Website Support, Maintenance & Personalization)
- Public Relations
- Social Media Marketing
- Experiential Marketing
- International Trade Representation

Should the Client desire to move forward with Agency services not detailed in this SOW, the Agency will provide a separate SOW or project estimate with scope details for Client approval.

A) ACCOUNT & PROJECT MANAGEMENT

Account & Project Management activities include the following pursuant to the staffing model outlined in Section III:

- 1) Support Client on foundation of marketing goals, plans and channel strategies with research, industry insights and trends and ongoing tactical recommendations;
- 2) Coordination of creative and media integration with communication led by account management;
- 3) Collaborate with Client on direction, goals and objectives for project or campaign brief development, revisions and approval. Input internal teams through briefing system including: strategic briefs for annual and/or quarterly planning and/or creative and/or media briefs for new campaigns/initiatives;
- 4) Coordination of in-person or virtual annual strategic and channel planning meetings; including coordination, documentation and channel resource management for strategic planning meetings. Cadence of ongoing meetings to be scheduled for consistent communication about performance insights and campaign planning. Location of meetings with Client and Agency to be considered dependent on purpose and involvement from Agency teams;
- 5) Detailed project timelines, planning timelines and/or tactical management plans with Agency delivery dates, Client feedback and approval deadlines, inclusive of two rounds of revisions as standard practice built into timelines, anticipated launch dates and any communication with updates to timelines and impact on delivery dates;
- 6) Communication about approval process, maintaining proper approval documentation and organization including email and signed approvals on strategies, plans, briefs and estimates;
- 7) Campaign management including creative/media fulfillment as required by the approved media plan;
- 8) Agency standard budget management and invoice tracking/projection, timely delivery of monthly invoices and reporting/dashboard updates;
- 9) Monthly review and analysis of marketing indicators and KPIs;
- 10) Coordinate campaign wrap reports and annual reports;
- 11) Coordination of plan deliverables outlining offline, digital, search, social, partner media and possibly barter or promotional media;
- 12) Consultation on recommended tactics, working through revisions to final approval on media plan;
- 13) Management of media and production deadline grids, fulfillment overviews and vendor partner coordination processes as needed;
- 14) Review of all insertion orders, specs and participation in media partner kick off calls, trafficking all digital campaign assets for tagging and testing fulfillment;
- 15) Facilitate and traffic all site tag set up, testing and management;
- 16) Administer and monitor billing of all media plans, ad serving, research and/or planning fees;
- 17) Facilitate evaluation of goals, GA audits, measurement plan, KPI and tagging strategies;
- 18) Assist with data collection sources for connection; and
- 19) Review reporting insights, optimizations and cross channel integration.

B) CREATIVE SERVICES

Creative Services activities include the following pursuant to the staffing model outlined in Section III:

- 1) Create and produce advertising materials consistent with the requirements set forth in the media plan delivered against this SOW. This includes design, art direction, copywriting, proofing, HTML 5 display banner development and quality control services totaling up to 125 hours. Creative services hours will be estimated and tracked as used over the term of this SOW. Any additional hours over for creative services will be estimated for client approval and invoiced incrementally;
- 2) If video and photography is needed from MMGY, all video and photography asset development will be estimated for client approval and invoiced incrementally.

C) MEDIA PLANNING & BUYING

Media Planning & Buying activities include the following pursuant to the staffing model outlined in Section III:

- 1) Plan and place all media on Client's behalf, including offline, digital, paid search, video, social and partner media to include possibility of barter and promotional media programs;
- 2) Employ Agency knowledge and research tools to formulate plans and recommendations for advertising program and media investments, in all relevant consumer markets;
- 3) Order media time and space for Client's advertising, and conduct post-buy analysis to verify achievement of mutually agreeable program objectives;
- 4) Use Agency's best efforts to secure media at the most advantageous rates, terms, and conditions available;
- 5) Use Agency's best efforts to negotiate added media value through barter when applicable;
- 6) Check and verify click and view-through data, insertion placement, display inventories, broadcast times, or other media exposures based on commitments made by vendors;
- 7) Agency will provide digital media ad serving through their third-party ad server. Third-party ad server platform provides independent management, serving, tracking, analyzing and optimization of digital media campaigns and enables Agency to verify ad impressions and performance, and report performance to Client at agreed upon intervals;
- 8) Develop and implement media measurement and KPI strategy, review annually;
- 9) Develop and implement site tagging strategy and model, review annually;
- 10) Develop media plan annually inclusive of platform recommendations, targeting, timing and goals;
- 11) Buy media plan inclusive of vendor proposals evaluation, negotiating buys and securing media via insertion orders with standard expectation of Client approval for the quarter prior of media buy;
- 12) Ensure proper reporting and tracking tags are in place prior to campaign launch;
- 13) Traffic and test assets and digital tracking from third-party ad server to vendors prior to plan execution;
- 14) Ongoing evaluation of campaign performance, pacing and optimizations toward approved KPI;
- 15) Maintain ongoing communication with media vendors to evaluate emerging opportunities, updated capabilities and newest media technologies;
- 16) Conduct media research as needed for annual planning to inform media recommendations; and
- 17) Provide ongoing strategic guidance for media strategies and targeting including POVs on relevant industry topics to Client.

D) DATA STRATEGY & PERFORMANCE ANALYTICS

Data Analytics & Performance Measurement activities include the following pursuant to the staffing model outlined in Section III:

- 1) Evaluation of goals reviewing historical media plans and KPIs annually;
- 2) Review existing tagging strategy and UTM structure annually;
- 3) Develop measurement plan with KPIs for paid channels annually;
- 4) Develop and implement procedures for measurement of marketing and media plan performance;
- 5) Monthly maintenance for measurement of marketing and media plan performance through data visualization in Tableau dashboard;
- 6) Integrated data analysis compiling reports from all paid channels managed by Agency, identifying integrated level insights and recommendations regarding performance; and
- 7) Analysis reviewed internally with channels for integrated data analysis of findings, recommendations and channel impact.

E) GENERAL BUSINESS PRACTICES

General Business Practices from the fully integrated Agency team led by Account Management pursuant to the staffing model outlined in Section III:

- 1) Daily emails, developing supporting documents and timely follow up;
- 2) Establish protocol and expectations with Client for communication frequency, content and responsiveness;
- 3) Ongoing strategic consultation;

- 4) Stewards and champions of the Client brand in all communication;
- 5) Monthly status call reviewing status report with updates on all deadlines, projects and next steps per channel;
- 6) Quarterly and annual reporting call for channel performance review;
- 7) Kickoff call for new campaign or project initiatives; and
- 8) One-on-one touch bases as needed to discuss the health of the account and its marketing programs.

Anticipated Meeting Participation & Attendance pursuant to the staffing model outlined in Section III:

- 1) Annual marketing meeting;
- 2) Agency planning meetings, quarterly and/or annually at Client's preference;
- 3) Board and/or marketing committee meetings; and
- 4) Client/field level education.

Additional Notes:

- 1) Relevant Agency attendees will be pre-approved by Client.
- 2) All travel-related expenses for meetings will be estimated and billed at NET with appropriate back-up provided.

In the event that in-person Agency attendance isn't necessary, the Agency will work with the Client to prepare materials including presentation decks.

III. **AGENCY RESOURCES ALLOCATION:** January 1, 2024 - December 31, 2024

The staffing model and resource allocations represent our anticipated level of staffing by role and contribution for the SOW as outlined above. If needed, Agency staffing structures can be flexible and shift based on Client priorities.

Channel	Total Annual Hours
Account & Project Management	250 hours
Media	315 hours
Data Strategy & Performance Analytics	30 hours
Creative	125 hours
Total	720 hours

IV. **FEES AND PAYMENT SCHEDULE**

A) **SERVICE FEES**

Client agrees to pay an Agency Service Fee annually of **eighty-nine thousand two hundred dollars (\$89,200)** in twelve (12) equal monthly installments of **seven thousand four hundred thirty-three dollars (\$7,433)** to compensate the Agency for staff time devoted to the activities outlined in the SOW above.

This Agency Services Fee shall be due and payable on the first day of each month beginning January 1, 2024.

- 1) Agency service fee based on full time equivalent hours supporting assumed three hundred fifty thousand dollars (\$250,000) NET media annual spend. The NET media spend is inclusive of ad serving and ad verification at a CPM rate. An increase in incremental NET media spend will require Agency service fee assessment commensurate with the increased level of effort supporting incremental budget;
- 2) Media buys are invoiced quarterly, one (1) month and one (1) day in advance of campaign launch;
- 3) All creative fees will be estimated and approved separately; and
- 4) Creative hard costs will be billed in full upon approval of the creative concept.

Summary - Service Fee	Annual Budget
Account & Project Management <i>Includes account and project management, coordination, communication, support & collaboration between Agency account and creative, media and analytics teams and Client, bi-weekly status calls and board meetings as needed.</i>	\$29,900
Media Planning, Buying & Execution <i>Includes media planning, vendor negotiation, buying, insertion order management, asset trafficking, execution, optimization and proof of performance oversight.</i>	\$48,200
Performance Measurement & Analytics <i>Includes analytics dashboard management and third party data feed integration updates as needed.</i>	\$11,100
Total Annual Agency Service Fee	\$89,200
Summary - Other Budgeted Amounts	Annual Budget
Media <i>Includes ad serving fees and all NET media fees.</i>	\$250,000
Creative Development & Hard Costs <i>Includes account management and creative coordination, communication, support & collaboration between MMGY account and creative teams and Visit Visalia internal marketing teams, asset versioning to fulfill media plan and messaging adaptation in support of special offers.</i>	\$20,800
Total - Other Budgeted Amounts	\$270,800
GRAND TOTAL	\$360,000

B) SHIPPING COSTS

All shipping, express package or express mail charges incurred by Agency on behalf of the Client shall be billed to Client at cost.

C) TRANSPORTATION, LODGING & MAINTENANCE EXPENSES

Client agrees to reimburse Agency at cost for all pre-approved transportation, lodging and maintenance expenses incurred by members of Agency's staff while traveling to perform on behalf of Client.

D) ADMINISTRATIVE EXPENSES

Agency will absorb administrative expenses including telephone charges, duplication charges and ordinary postage.

E) OTHER SERVICES

Any additional services or changes in the scope as outlined under the Description of Services shall be estimated and approved by both parties under either an additional SOW or Change Order. A change in services may necessitate a change in compensation.

V. ADDITIONAL TERMS AND CONSIDERATIONS

A) PROJECT ESTIMATES

Additional detailed Project Estimates may be issued under this scope of work. In the event of any inconsistencies between the terms of a SOW and the terms of a Project Estimate, this Agreement and applicable SOW shall govern, except for instances where the Project Estimate specifically references a deviation from the Agreement, in which case the terms set forth in the Project Estimate will prevail for that Project Estimate only.

B) ADVERTISING

Advertising placed by Agency on behalf of Client shall be subject to Client's prior written approval and placed at the lowest rate(s) negotiated by Agency. All charges for media space and time shall be estimated and billed to Client prior to placement of the advertising per the terms as outlined herein. Agency shall be obligated to place media insertions per the Client-approved schedule only upon receipt of payment in full in advance of such placements.

C) MEDIA LIABILITY

Client agrees to assume full financial liability for properly authorized insertions for advertising space and/or time placed on its behalf by Agency.

In the event that a publication, station, online medium or other media outlet elects not to accept Agency's standard insertion order which disallows liability for unpaid media charges, Client agrees to provide the medium with written confirmation of acceptance of this liability.

D) Client agrees to hold Agency harmless for the failure of media or suppliers to properly execute their commitments, including without limitation, any delays in the placement of such media.

IN WITNESS WHEREOF, the parties hereto have set their hands by their duly authorized agents on this ____ day of December 2023.

Sherrie Bakke, Executive Director
Visalia Tourism Marketing District

Hugh McConnell, CFO
MMGY Global, LLC