

# ELASTICITY

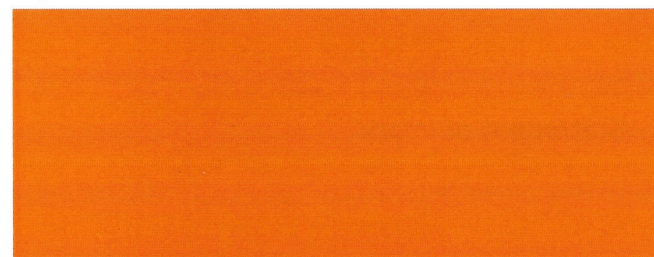
**STRETCHING BOUNDARIES**

CENTRAL STATES WATER  
RESOURCES

Communications + Website

Statement of Work

April 2019



## MARKETING COMMUNICATIONS

Central States Water Resources (CSWR) is engaging Elasticity to serve as the organization's outsourced corporate communications and marketing department, inclusive of all aspects of integrated communications programming including public relations, creative execution, social media strategy, paid media, content creation, executive communications and website management.

Elasticity will work seamlessly as part of the CSWR team and its leadership to build a communications foundation and execute ongoing efforts to reach audiences and ensure appropriate positioning focused on shaping reputation and managing critical operational and business issues.

## BUDGET

What follows is a monthly budget to commence April 15, 2019. It is not inclusive of paid or "net" media, printing costs, travel or out-of-pocket expenses nor the expense for the development of a new centralstateswaterresources.com (which can be budgeted separately).

LINE ITEM	DETAIL	HOURS	RATE	BUDGET
Program mgmt.	Day-to-day communications project management, staff meeting support, communications strategy, consultation.	48		
Social media mgmt..	Overall social media content strategy and execution focused on proactive and reactive engagement with online communities, customers, regulators and other key audiences.	50		
Creative execution	Ongoing creative services support including content creation such as photographic, video, design and copywriting related pieces for use in social media, website and print pieces.	52		
Paid media mgmt.	Strategic direction and management of paid media spending.	10		
Net paid media	Paid targeting of specific audiences to build brand reputation and deliver key messages and insights.	n/a		
Media relations	Ongoing proactive and reactive media relationship building, media outreach and pitching.	40		
Community engagement	Support for community meetings and well as working to identify and engage with community organizations in the communities served by CSWR.	20		
Monitoring, analytics and reporting	Ongoing brand monitoring and monthly reporting on all activities including paid, owned and earned marketing efforts.	15		
Website management	Ongoing content support and content updates of CSWR website	6		
<b>MONTHLY TOTAL</b>				

## WEBSITE REDESIGN / DEVELOPMENT

The CSWR website ([www.centralstateswaterresources.com](http://www.centralstateswaterresources.com)) will need to be recreated to better reflect the communications platformed being developed. The new site will ensure visitors take the user journey intended to meet our communication goals.

## PROPOSED SOLUTION

To achieve the overarching goals of the project, we've put together some preliminary ideas and assumptions that we've used to frame our proposal. Changes to any of these has the potential of changing the estimate. If a feature isn't listed here explicitly, it is NOT part of the estimated cost.

- Develop a new structure, content strategy, navigation and user-focused flow
- Design driven by content needs
- Ensure a technical SEO foundation is present
- CMS training will be administered and a basic user guide will be created
- The site will be responsive and built in WordPress Multi-site
  - "Clone Site" feature will allow for current sites to be duplicated to create matching pages for future acquisitions
- We will use Gravity Forms for all site forms
- We will create ONE master instance and provide instructions for creating duplications.
- This website-specific SOW contains NO time for content creation, hosting fees, domain purchases or any other out-of-pocket expenses

## DELIVERABLES

The establishment of hard deliverables is key in determining a project's success. To that end, the following items are considered hard deliverables:

- Map out the current site, in Excel, to identify every page
- Conduct a discovery meeting to establish user journeys
- Based on discovery, create new information hierarchy that facilitates the determined user journeys
- Once the information hierarchy is approved, wireframe the homepage demonstrating what elements go where on the page
- After the wireframe is approved, design the new homepage layout (providing two options and up to three rounds of edits for each)
- Following approval, code homepage and begin wireframing subpages
- Code as subpages are approved

## BUDGET

What follows is a budget to commence May 1, 2019. It is inclusive of all activities required to plan, design and code your new website. If a function is not detailed above, it is NOT included in this estimate.

LINE ITEM	DETAIL	HOURS	RATE	BUDGET
Program mgmt. & UX Strategy	Day-to-day communications project management, staff meeting support, communications strategy, consultation.	65		
	Facilitation of client discovery session, creative consultation for the adherence to UX & SEO principles, development/technical oversight, development of basic CMS guide and testing/QA of site throughout the development process.			
Design	Two homepage options with two rounds of editing each. Following approval, all necessary subpage templates to be designed and will include one round of editing each. We are assuming 5-7-page designs.	70		
Development & Testing	Set-up of development and server environments, configuration of CMS, build-out of page templates, establishment of basic technical SEO structure, functional requirement implementation as described above and testing and support for 30-days post launch.	85		
<b>TOTAL</b>				

## LEGAL DOCUMENTATION

This scope of work agreement (“Agreement”) sets forth the terms and conditions pursuant to which Central States Water Resources (“Client”) agrees to engage Elasticity, LLC (“Agency”), headquartered at 1008 Locust Street, Suite 300, St. Louis, MO 63101, to provide donation coordination services for the budget agreed upon in this document (“Budget Summary”).

Payments/Reconciliation: The client shall **pay an advance fee of [REDACTED]** (or the sum of two months of work) within two weeks of the contracted start date of April 15, 2019. Ongoing, all expenses outlined above will be invoiced monthly, and Client agrees to pay undisputed amounts within 30 calendar days after receipt of the invoice. In addition, Client shall be responsible for the payment of all invoices submitted by third parties approved by prior Client approval. Agency will forward to Client all invoices submitted by approved third parties and Client shall pay all such invoices consistent with the terms of this Agreement. If Client’s account with Agency becomes overdue, and for each 30-day period thereafter, Agency will charge Client a late payment fee equal to 1 percent simple interest per month of the unpaid balance.

Right to materials produced: To the extent that Client has paid Agency, any advertising, media, or other materials which Agency produces on Client’s behalf in accordance with production estimates approved by Client will become Client’s property. Agency represents and warrants that it has not and will not infringe on the intellectual property rights of any third party in the performance of its services under this Agreement. Notwithstanding the foregoing, Client understands that materials may incorporate third party materials. Agency represents and warrants that it will not incorporate any third-party materials that infringes upon the intellectual property rights of any third party. Agency shall treat as strictly confidential and shall not disclose any documents or information furnished to it by the Client in connection with this Agreement, except to the extent that such documents or information can be shown to have been: (a) previously known by the Agency; (b) in the public domain (either prior to or after the furnishing of such documents or information hereunder) through no fault of the Agency; or (c) unless compelled to disclose by judicial or administrative process (including without limitation in connection with obtaining the necessary approvals of this Agreement and the transactions contemplated hereby of governmental or regulatory authorities) or by other requirements of law.

### Search Engine Optimization & Social Media/Limitation of Liability

Agency makes no guarantees regarding specific results of any Search Engine Optimization services that it may perform for Client.

### Limitation of Liability

Notwithstanding any provision to the contrary and except for the Agency’s indemnification obligations herein, the total liability of Agency or Client and its employees and consultants or subconsultants, for all losses, damages, costs, and expenses, including attorneys’ fees, to Client or Agency shall not exceed the aggregate amount paid or payable to Agency under this Agreement, regardless of the legal theory under which such liability is imposed, whether in contract, tort, warranty, or otherwise

Term/Termination: This agreement shall be effective as of **May 1, 2019**, and shall continue until terminated by either party upon **90 days prior written notice** to the other. Agency’s rights and obligations shall continue in full force during the notice period, but, unless otherwise agreed to by Client and Agency, Agency’s responsibilities shall be limited to those in connection with then-existing projects. Upon termination, subject to obtaining any necessary consents of third parties, Agency will use its best efforts to transfer any reservation, contract, or arrangement made by Agency for Client prior to the termination date which continues beyond the termination date. Agency will be entitled to its fees and payments for services satisfactorily performed prior to the

effective date of the termination. Upon termination, provided that Client has no outstanding indebtedness to Agency and Client assumes any third-party obligations previously agreed to in writing by Client prior to termination, Agency shall transfer all property and materials owned by Client that are under Agency's control.

Indemnification – Agency responsibility: Agency agrees to indemnify and hold Client harmless from and against any and all third party claims, demands, regulatory proceedings, damages, costs (including settlement costs), and expenses (including, reasonable attorneys' fees) arising from any claim resulting from Agency's breach of this Agreement or pertaining to libel, slander, defamation, copyright, trademark, trade secret, patent, or other intellectual property right infringement, invasion of privacy, piracy, and/or plagiarism arising from Client's use consistent with this Agreement. Provided, however, in no event shall Agency be responsible to Client to the extent any findings of guilt or liability are based on: (1) Client's negligence or willful misconduct; (2) infringing materials provided by Client to Agency; (3) Client's modification of any final materials; and (4) the combination, operation, or use of any final materials with any product, data, apparatus, or business method in a manner for which the final materials are clearly not designed or intended. Client must promptly notify Agency of all claims pursuant to this paragraph.

Indemnification – Client responsibility: Other than that for which Agency agrees to indemnify and hold Client harmless pursuant to the previous paragraph or any losses caused by Agency's negligence or willful misconduct, Client hereby agrees to indemnify and hold Agency harmless from and against any and all third party claims, demands, regulatory proceedings, damages, costs (including, without limitation, settlement costs), and expenses (including, without limitation, reasonable attorneys' fees) arising from Client's performance of its obligations set forth in this Agreement.

Survival of obligations: All indemnification obligations shall survive the termination of Agency's services or the termination or expiration of this Agreement.



Non-solicitation: During the term of this agreement and for a period of 6 months thereafter, Client shall not solicit, employ or otherwise retain the services of any employee of Agency, provided that the foregoing shall not apply to any general solicitation directed at the public in publications available to the public or any solicitation not specifically directed at Agency employees.

Relationship Between the Parties: Neither party (nor any employee, subcontractor, or agent thereof) shall be deemed or otherwise considered a representative, agent, employee, partner, or joint venturer of the other. Neither party (nor any employee, subcontractor, or agent thereof) shall have the authority to enter into any agreement, nor to assume any liability, on behalf of the other party, nor to bind or commit the other party in any manner.

Governing Law: This Agreement shall be governed by, and construed in accordance with, the laws of the State of Missouri, without giving effect to the choice of laws principles thereof.

## APPROVALS

The associated fees are accepted for Central States Water Resources to be executed by Elasticity.

CSWR	ELASTICITY
<p>signature:  _____</p> <p>name: <u>Josiah Cox</u> _____</p> <p>title: <u>President</u> _____</p> <p>date: <u>4-25-19</u> _____</p>	<p>signature:  _____</p> <p>name: <u>Aaron Perlut</u> _____</p> <p>title: <u>Partner</u> _____</p> <p>date: <u>April 24, 2019</u> _____</p>



**AMENDED & RESTATED STATEMENT OF WORK #1**  
Central States Water Resources  
Website and Social Media Management Program  
*November 15, 2022 through February 29, 2024*  
**EFFECTIVE DATE: November 15, 2022**

