

11. Assist Public Health in the creation of advertising elements and other related projects on an as needed basis.
 12. Ensure all advertisements complete their run by established deadlines.
 13. Distribute digital advertisement files to contracted media outlets.
 14. After the completion of an advertising campaign, verify advertisement placements were fulfilled during the times and locations agreed upon with the media outlets.
 15. The C-3 Group will receive, verify costs, and pay valid invoices for media buys.
 16. Provide an after-action report upon the close-out of each media event that would include details of the expenditures. Within the after-action report, provide a mutually agreeable summary report of the estimated audiences reached by the campaign; this report is to be submitted within 30 days of completion of each media campaign.
3. **Term.** The term of this Agreement shall begin on January 1, 2019, and will continue in effect through December 31, 2019, unless terminated, as provided herein, by either party. The individual Purchase Orders for specific advertising campaigns as specified therein shall continue until completion of event.
 4. **Compensation.** The C-3 Group shall receive the compensation agreed to in any applicable Purchase order associated with this Master Services Agreement; total compensation for 2019 shall not exceed \$100,000.00. C-3 Group agrees to utilize a Purchase Order for payment for all its services.
 5. **Invoicing and Payment.** C-3 Group shall submit invoices which shall be in accordance with rates quoted in proposal; reference the applicable Purchase Order; and shall include sufficient line item detail for Public Health of the services rendered to the following:

Public Health – Dayton & Montgomery County
 Attention: Accounting
 117 South Main Street
 Dayton, Ohio 45422-1280
 (937) 225-4414

Electronic invoices and backing documentation may be sent to acctspayable@phdmc.org. C-3 Group shall invoice for completed deliverables. C-3 Group shall not bill for any other expenses, such as but not limited to, travel and out-of pocket expenses. Public Health shall pay the C-3 Group the amounts due pursuant to submitted invoices approximately twenty (20) working days after approval at a regularly scheduled Board of Health meeting, which usually occurs on the first Wednesday of each month
 6. **Relationship of Parties.** Nothing herein shall be construed to create an employer-employee relationship between Lessee and Lessor. It is expressly understood and agreed that the C-3 Group shall not be construed or held out to be an employer, principal, partner, associate, or joint venture of Public Health. At all times, the C-3 Group and its employees, agents or contractors shall have the status of an independent contractor. No benefits are extended and no taxes shall be withheld. The C-3 Group shall be responsible for the payment of its own tax liabilities including, but not limited to, Federal Withholding Tax, Social Security Tax, City Income Tax and State Income Tax.
 7. **Assignment.** Neither Public health nor the C-3 Group shall assign, or in any way transfer, either party's interest in this Agreement without the written consent of the other.
 8. **Waiver.** No waiver by the C-3 Group of any terms of this Agreement to be kept, performed and observed by Public Health shall be construed to be or act as a waiver by the C-3 Group of any subsequent default on the part of Public Health.
 9. **Liability.** All loss, costs, or damages which may occur to be claimed with respect to any person, or persons, corporation, property or chattels resulting from activities of either party pursuant to this Agreement shall be the responsibility of the respective parties as such liabilities may be determined by a court of law or pursuant to any other appropriate procedure.

10. **Notices and Points of Contact.** All notices required or permitted under this Agreement and points of contact shall be given to the following individuals:

Public Health: Dan Suffoletto
Supervisor-Public Information
Public Health-Dayton & Montgomery County
117 South Main Street
Dayton, Ohio 45422
(937) 224-3892
dsuffoletto@phdmc.org

C-3 Group: Candice Eldridge
C-3 Group
232 East 6th Street
Dayton, Ohio 45402
(937) 985-4234 x 114
celdridge@c-3group.com

11. **Termination.** Public Health or the C-3 Group may terminate this agreement upon thirty (30) days prior written notice to the other party without any further obligation. Public Health will pay for necessary costs incurred by the C-3 Group until time of termination only. The C-3 group shall neither perform work nor submit an invoice for payment of work performed under this Agreement for any time period after termination.
12. **Governing Law.** All matters related to the validity, performance, interpretation or construction of this Agreement shall be governed by the laws of the State of Ohio.
13. **Severability.** If any provision of this Agreement shall prove to be invalid, void or unenforceable, it shall in no way affect, impair or invalidate any other provision, and all other provisions of this Agreement shall remain in full force and effect.
14. **Entire Agreement.** This Agreement is the entire Agreement between the parties and cannot be altered or amended, except by a written amendment signed by each party as described in Section 1 of this Master Service Agreement.
15. **Authority to Bind Principal.** Signatures herein shall act as express representations that the signing agents are authorized to bind their respective principals to all rights, duties, remedies, obligations and responsibilities incurred by way of this Agreement.