



PLEASE POST

AT THE EDGE OF THE CITY AND  
THE HEART OF EVERYTHING

**Marketing Leadership Committee Meeting**  
**Thursday, December 15, 2016 @ 9 a.m.**  
**Village Hall, Committee Room, 2<sup>nd</sup> Floor**  
**3930 N. Murray Avenue, Shorewood WI 53211**

### **AGENDA**

- 1. Call to Order**
- 2. Review and Approval of Shorewood Today Contract**
- 3. Review and Approval of 2017 Marketing Operational Plan**
- 4. Review and Approval of Marketing RFP (Request for Proposal)**
- 5. Consider the Service Agreement with work on marketing taglines.**
- 6. Adjournment#**

**DATED at Shorewood, Wisconsin, this 5<sup>th</sup> day of December 2016.**

VILLAGE OF SHOREWOOD  
Tanya O'Malley, WCPC, Village Clerk-Treasurer

Should you have any questions or comments regarding any items on this agenda, contact the Manager's Office at 847-2702.

It is possible that members of and possibly a quorum of members of other governmental bodies of the municipality may be in attendance at the above stated meeting to gather information; no action will be taken by any governmental body at the above stated meeting other than the governmental body specifically referred to above in this notice.

Upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals.

## OPERATIONAL PLAN FOR 2017 SHOREWOOD MARKETING SERVICES

### Deliverable #1 – Producing Quarterly Magazine

| #        | Deliverables    | Description   | People/Entities Involved        | Execution or Coordination | Hours Annually | 2017 Budget               |
|----------|-----------------|---|---------------------------------|---------------------------|----------------|---------------------------|
| <b>1</b> | Shorewood Today | A quarterly magazine that acts as the premier tool for providing clear, consistent communication with a current circulation of approx. 8,300. | Contract                        | Execution                 | 800            | \$93,400 total            |
|          |                 |   | Shorewood Today Editorial Board | Coordination              | 64             | \$5,600 from each partner |

### Deliverable #2 – Perform Strategic Planning

| #         | Deliverables  | Description  | People/Entities Involved                  | Execution or Coordination | Hours Annually | 2017 Budget |
|-----------|---|--|---|---------------------------|----------------|-------------|
| <b>2A</b> | Coordination of Strategic Planning and Brand Strategies | Contractors involved in marketing team must attend 1-2 hour meetings monthly with partners to make progress on the execution of brand strategies in 2017 Marketing Plan. Meetings will help connect partners while informing contractors and the MAC/MLC of ongoing items. | Village / Intern                          | Coordination              | 25-50          | \$3,200     |
|           |   |  | School District                           | Coordination              | 25-50          |             |
|           |   |  | BID                                       | Coordination              | 25-50          |             |
|           |   |  | Contract                                  | Coordination              | 40             |             |
|           |   |  | Marketing Leadership/ Advisory Committees | Coordination              | 10             |             |
| <b>2B</b> | Measurement and Evaluation                              | Partners responsible for tracking their own data involving the website, social media, e-newsletters, public relations and other events. Paid intern pulls data together from entities and creates annual reports.  | Intern                                    | Execution                 | 200            | \$4,000     |
|           |   |  | Village                                   | Execution                 | 25             |             |
|           |   |  | School District                           | Execution                 |                |             |
|           |   |  | BID                                       | Execution                 |                |             |
|           |   |  | Marketing Leadership/ Advisory Committees | Coordination              | 50             |             |

|           |  |   |                      |              |     |         |
|-----------|--|---|----------------------|--------------|-----|---------|
| <b>2C</b> | Follow up on immediate Marketing Summit action items | Contracted facilitator to finalize notes from marketing summit; partners reach out to professionals to redesign and edit brand items for all partners to ensure best practices and consistency; potential to use marketing intern for 2017 items. | Contract (2016 only) | Execution    | 20  | \$4,000 |
|           |  |   | Village – Intern     | Coordination | 200 |         |
|           |  |   | School District      | Coordination |     |         |
|           |  |   | BID                  | Coordination |     |         |
|           |  |   | MAC                  | Coordination |     |         |
| <b>2D</b> | Develop 2018 Marketing and Communications Plan       | Contractor collaborates with partners to create the 2018 Marketing and Communications Plan  | Contract             | Execution    | 80  | \$6,400 |

**Deliverable #3 – Execute Digital Marketing Activities**

| #         | Deliverables                   | Description   | People/Entities Involved | Execution or Coordination | Hours Annually | 2017 Budget |
|-----------|--------------------------------|---|--------------------------|---------------------------|----------------|-------------|
| <b>3A</b> | Website and Digital Management | Partners update their website and digital content; discuss during monthly meetings with consultant to assure brand strategies and best practices are used effectively; potential use of marketing intern.             | Village / Intern         | Execution                 | 40             | \$2,000     |
|           |                                |   | School District          | Execution                 |                |             |
|           |                                |   | BID                      | Execution                 |                |             |
|           |                                |   | Contract                 | Coordination              | 25             |             |
| <b>3B</b> | Paid Media Advertising         | Contractor works with partners to execute paid media advertising with an emphasis on co-op and digital strategies (i.e. learning key words on search engines, digital banners); may include contract with Northwoods. | Contract(s)              | Execution                 | 50             | \$4,000     |
|           |                                |   | Village                  | Coordination              | 10             |             |
|           |                                |   | School District          | Coordination              | 10             |             |
|           |                                |   | BID                      | Coordination              | 10             |             |

|    |   |  |                 |           |     |         |
|----|---|--|-----------------|-----------|-----|---------|
| 3C | Electronic Newsletters including Manager's Memo | All partners complete a weekly digital newsletter that residents are able to view online; the contractor may advise or encourage events and marketing articles to be included in newsletters.                                  | Village         | Execution | 250 | \$0     |
|    |   |  | School District | Execution |     |         |
|    |   |  | BID             | Execution |     |         |
| 3D | Social Media                                    | All partners administer one or more social media platforms. Partners post content to residents for communication and awareness purposes. The contractor posts content and press releases to market Shorewood and large events. | Village         | Execution | 40  | \$2,000 |
|    |   |  | School District | Execution |     |         |
|    |   |  | BID             | Execution |     |         |
|    |   |  | Contract        | Execution | 40  |         |

| <b>Deliverable #4 – Perform Marketing Design and Content Writing</b> |                  |  |                                      |                           |                |             |
|--|------------------|--|--------------------------------------|---------------------------|----------------|-------------|
| #  | Deliverables     | Description  | People/Entities Involved             | Execution or Coordination | Hours Annually | 2017 Budget |
| 4A   | Print Collateral | The contractor refreshes/creates new print collateral based on new brand strategies and standards; materials are a resource to increase awareness about Shorewood (i.e. – Why Shorewood booklet); 2017 budget allocates funds for professional fees for designer/content writer for materials and costs for printing of materials; contractor(s) attend monthly meetings with marketing team to be informed on upcoming events and potential projects. \$5,000 allocated for printing and postage. | Contract – Designer & Content Writer | Execution                 | 80             | \$9,000     |
|  |                  |  | Village                              | Coordination              | TBD            |             |
|  |                  |  | School District                      | Coordination              | TBD            |             |
|  |                  |  | BID                                  | Coordination              | TBD            |             |

|           |                         |   |                 |              |     |         |
|-----------|-------------------------|---|-----------------|--------------|-----|---------|
| <b>4B</b> | Communicate Initiatives | Some initiatives (such as the Wilson Drive Task Force, Bring Your Bag Shorewood, etc.) require a contractor to help design promotional materials meeting the branding standards; costs only include professional fees for materials need to be covered by committees/groups. \$1,800 allocated for printing and postage.                        | Contract        | Execution    | 30  | \$3,300 |
|           |                         |   | Village         | Coordination | TBD |         |
|           |                         |   | School District | Coordination | TBD |         |
|           |                         |   | BID             | Coordination | TBD |         |
| <b>4C</b> | Public Relations        | Contractor performs public relations through press releases sent out to TV and radio stations and newspapers; stories will be about significant Village items (i.e. Police Building, special events, infrastructure, etc.) that impact residents, business owners and visitors to improve awareness and advocacy of particular events and news. | Contract        | Execution    | 150 | \$7,500 |
|           |                         |   | Village         | Coordination | 30  |         |
|           |                         |   | School District | Coordination |     |         |
|           |                         |   | BID             | Coordination |     |         |

**Deliverable #5 – Coordinate Community Building Events**

| #         | Deliverables   | Description  | People/Entities Involved | Execution or Coordination | Hours Annually | 2017 Budget |
|-----------|----------------|--|--------------------------|---------------------------|----------------|-------------|
| <b>5A</b> | Fourth of July | The Village coordinates the event. A portion of the \$7,500 budget is used for the Village to sponsor the event as well as execute a contract with an individual (create job description) to find 2 major sponsors along with acts for parade/fireworks. Consultant may need to fundraise. | Contract                 | Execution                 | 120-240        | \$7,500     |
|           |                |  | Village                  | Coordination              |                |             |
|           |                |  | 2 Major Sponsors         | Coordination              |                |             |
|           |                |  | Volunteers               | Execution                 |                |             |

|           |                       |  |                              |              |                               |          |
|-----------|-----------------------|--|------------------------------|--------------|-------------------------------|----------|
| <b>5B</b> | Criterium Bike Race   | Village contributes \$2,500 to the Criterium Bike Race. The Village will work with the BID to determine which entity takes the lead with the coordination and execution efforts.   | Village                      | TBD          |                               | \$2,500  |
|           |                       |  | BID                          | TBD          |                               |          |
| <b>5C</b> | Summer Concert Series | The Village will contribute \$5,000 for performers and contract (if needed). The Village will work with partner to determine role in coordination and execution efforts.   | Village                      | TBD          |                               | \$5,000  |
|           |                       |  | Contract / Community Partner | TBD          |                               |          |
| <b>5D</b> | Promotional Events    | Contractor coordinates events established with the MAC and MLC to reach the goal of community building while informing and engaging target audiences about the benefits of Shorewood community (i.e. Welcome New Neighbors, Realtors Open House, Developers Event); funds are for promotional materials and event support. Proposals may include one, all or additional innovative events that attract and promote Shorewood to prospective businesses or residents. \$3,500 allocated for materials, room reservation, and other items related to promotional events. | Contract / Intern            | Execution    | 175 (contract)<br>50 (intern) | \$13,000 |
|           |                       |  | Village                      | Coordination | TBD                           |          |
|           |                       |  | School District              | Coordination | TBD                           |          |
|           |                       |  | BID                          | Coordination | TBD                           |          |



**Village of Shorewood,  
Wisconsin**

**Request for Proposal  
2017 Marketing & Communication Services**

Date of Issue: Thursday, December 15, 2016

Proposals must be received by: Friday, 4:30 p.m. CST, January 20, 2017

# **VILLAGE OF SHOREWOOD REQUEST FOR PROPOSALS**

## **I. PURPOSE**

The Village of Shorewood is requesting proposals for 2017 marketing and communication services.

There is no expressed nor any implied obligation for the Village to reimburse responding firms for any expenses incurred in preparing proposals in response to this request. During the evaluation process, the Village reserves the right, where it may serve the Village's best interests, to request additional information or clarification from proposers, or to allow corrections of errors or omissions. At the discretion of the Village, firms submitting proposals may be requested to make oral presentations as part of the evaluation process.

The Village Board secured funding for the Village's 2017 marketing and communication services through the adoption of the 2017 budget. The marketing partners collaborated with the Marketing Advisory and Leadership Committees to formulate a 2017 marketing and communication operational plan to execute several of the tasks for the program.

No subcontracting will be permitted, unless agreed to with all partners involved in the marketing collaboration prior to execution of the contract.

## **II. INFORMATION ABOUT THE VILLAGE AND INTRODUCTION**

The Village of Shorewood, incorporated in 1900, is a border suburb of Milwaukee located between Lake Michigan and the Milwaukee River. Today, the community is a fully developed community of approximately 13,100 people. It covers an area of approximately 1.6 square miles making Shorewood the most densely populated community in the State of Wisconsin.

The community is primarily residential with a diverse mixture of single-family homes, duplexes and apartments. The community boasts a revitalized and vibrant business district centered on the main streets of North Oakland Avenue and East Capitol Drive. There is no industrial development within the community. Open space and parkland comprise approximately 130 acres or 13% of the community's land area.

The Village of Shorewood, the Shorewood School District, and the Shorewood Business Improvement District (BID) decided starting in 2006 to collaborate on marketing and communication services in order to produce service efficiencies along with assuring consistent and streamlined branding and marketing practices throughout the Village. The partners involved in the collaboration worked with the new marketing team on creating Shorewood's branding standards, marketing objectives, targeted audiences, and positioning statement, and incorporating these principles into the marketing materials and events that promote Shorewood. A group of residents along with partner representatives work on the Marketing Advisory Committee (MAC) to provide guidance and direction on day-to-day marketing and communication activities. The

Marketing Leadership Committee (MLC) meets periodically to offer a vision towards the annual marketing and communication operational plan, review significant metrics indicating the performance of the marketing and communication activities, and approve annual contract(s) impacting the community's marketing and communication efforts.

Shorewood's marketing and communication objectives include:

- **Awareness.** Increase awareness of our high quality schools, positive lifestyle and community, vibrant businesses and open, accessible government services to advance the reputation of the Shorewood community.
- **Engagement.** Attract new businesses and residents to move to Shorewood in order to increase demand for homes, maintain student enrollment, and increase diversification of businesses.
- **Advocacy.** Contribute to the vitality of Shorewood through investment of citizen and business time, treasure and talents, including: Philanthropy, Ambassadorship, Home and building improvements, and Community volunteerism.

The following positioning statement was created as a short description of how the key stakeholders want people inside and outside of Shorewood to perceive the community:

“Shorewood is a safe close-knit community with an exceptional blend of big-city amenities, small-town accessibility and a nationally ranked school district. Shorewood's lakefront location, historic architecture and fresh, pedestrian-friendly streetscapes – along with desirable housing options, well-maintained parks and a vibrant business district – attract residents and visitors of all ages and stages of life.”

The following are three significant target audiences of our marketing and communication program:

- Current residents and businesses
- Prospective residents and businesses
- Influencers to residents and businesses including realtors, media, alumni, corporate recruiters and larger employers

After completing a marketing summit in October 2016 with all the partners involved in the marketing and communications program, the positioning statement, target audiences, taglines, and messaging strategies are in the process of being re-evaluated. The partners along with the MAC and MLC are working together to update these important marketing aspects and reflect any changes in the 2017 marketing and communication activities.

### III. SCOPE OF WORK

There are a number of deliverables that need to be completed for the 2017 marketing and communication plan. The following table outlines each of the deliverables and includes a short description, estimated number of hours needed to complete the activity, and other community partners involved in the deliverable. The Village is asking all parties to identify which of the following deliverables they are able to perform. More direction on proposal requirements is included in the next section.

**STRATEGIC PLANNING** – The following deliverables must be coordinated and executed by the same individual and/or entity.

| <b>Deliverables</b>                                     | <b>Description</b>  | <b>Estimated # of 2017 Hours</b> |
|---|---|----------------------------------|
| Coordination of Strategic Planning and Brand Strategies | The marketing team will meet monthly for 1-2 hours to discuss the execution of brand strategies as recommended from the Marketing Summit. Contractors will be awarded bids for other deliverables included in the marketing program will be asked to attend these meetings in order to be updated on marketing projects and develop monthly priorities with other team members. | 40                               |
| Develop 2018 Marketing and Communications Plan          | Contractor collaborates with partners to create the 2018 Marketing and Communications Plan starting in June 2017.   | 80                               |

**WEBSITE STRATEGY** – The following deliverables must be coordinated and executed by the same individual and/or entity.

| <b>Deliverables</b>            | <b>Description</b>  | <b>Estimated # of 2017 Hours</b> |
|--------------------------------|---|----------------------------------|
| Paid Media Advertising         | Contractor works with partners to execute paid media advertising with an emphasis on co-op and digital strategies (i.e. learning key words on search engines, digital banners).           | 50                               |
| Website and Digital Management | Partners update their website and digital content as the consultant provides guidance and recommendations to partners to assure brand strategies and best practices are used effectively. | 25                               |

**ONLINE & MEDIA COMMUNICATIONS** – The following deliverables must be coordinated and executed by the same individual and/or entity.

| <b>Deliverables</b> | <b>Description</b>   | <b>Estimated # of 2017 Hours</b> |
|---------------------|--|----------------------------------|
| Social Media        | The contractor posts content for only large events as requested by the partners that market Shorewood. All partners administer one or more social media platforms. Partners post content to residents for communication and awareness purposes.                                    | 40                               |
| Public Relations    | Contractor performs public relations through press releases sent out to TV and radio stations and newspapers; stories will be about significant Village items that impact residents, business owners and visitors to improve awareness and advocacy of particular events and news. | 150                              |

| <b>PRINT COLLATERAL</b> – The following deliverables must be coordinated and executed by the same individual and/or entity. |  |   |
|---|--|---|
| <b>Deliverables</b>   | <b>Description</b>   | <b>Estimated # of 2017 Hours</b>  |
| Print Collateral and Communicating Other Initiatives  | To increase awareness about Shorewood (i.e. Why Shorewood booklet), the contractor refreshes or creates print collateral for events, including content writing and design work. Only consider cost of time, not printing costs.  | 110   |
| <b>COMMUNITY EVENTS</b> – The following events must be coordinated and executed by the same individual and/or entity.       |  |   |
| <b>Deliverables</b>   | <b>Description</b>   | <b>Estimated # of 2017 Hours</b>  |
| Fourth of July  | Contractor coordinates event with two major sponsors and potentially performs fundraising activities. Contractor coordinates Oakland Ave. parade by lining up parade participants along with coordinating the Atwater Park festivities before the fireworks, (President’s introduction speech, recognition of the groups and people involved, musical entertainment, other entertainment for kids and families, etc.)  | 120 (no fundraising)<br>240 (with fundraising)  |
| Summer Concert Series   | Contractor produces four concerts in July and August to bring the community together and enjoy music in Hubbard Park and/or other Village venues. Contractor produces marketing materials, schedules bands, and available for the setup and execution the day of the event to handle logistical issues. Fundraising will need to be completed in order to fully finance the concert series.  | 100   |
| Promotional Events  | Contractor coordinates events established with the MAC/MLC to meet marketing objectives. Some current events include: <ul style="list-style-type: none"> <li>• <b>Welcome New Neighbors</b> – 2 hour quarterly meetings to introduce new residents to Shorewood</li> <li>• <b>Realtors Open House</b> – meetings with realtors in the area to provide materials and information to market Shorewood</li> <li>• <b>Developers and Commercial Realtors Event</b> – coordinate event to inform developers of business opportunities in Shorewood</li> </ul> Additional funds budgeted for contractor to work with staff to create additional events for any of the listed marketing target audiences. | 175<br><br>(This estimate includes time for additional events based on other concepts from consultant.) |

#### IV. PROPOSAL REQUIREMENTS

The proposal should provide a concise description of the proposer's capabilities to satisfy the requirements for each deliverable specified in the Scope of Work. If your firm cannot fulfill a requirement, please include a section that explains why and how you can still provide this service adequately.

While additional information may be presented, the items listed in Scope of Work must be completely addressed in your proposal.

Submit an electronic copy in PDF via email to [tburkart@villageofshorewood.org](mailto:tburkart@villageofshorewood.org).

The proposal should include the following:

1. **Title Page:** Title page must include the request for proposal's subject; the company's name; the name, address and telephone number of the contact person; and the date of the proposal.
2. **Table of Contents**
3. **Transmittal Letter:** A signed letter of transmittal briefly stating the proposer's understanding of the services to be provided, the commitment to perform the services, a statement why the proposer believes itself to be best qualified to provide web design and CMS services to the Village of Shorewood and a statement that the proposal is a firm and irrevocable offer for year stated in the RFP.
4. **Detailed Proposal:** The detailed proposal must address all deliverables set forth in the Scope of work of this request for proposal.
5. **Cost Proposal**
6. **References**
7. **Proof of Insurance**
8. **Sample Agreement**

#### V. PROJECTED SCHEDULE OF EVENTS

|                                       |                                |
|---------------------------------------|--------------------------------|
| Issue Request for Proposals           | December 15, 2016              |
| Scope Definition Meeting with Staff   | January 3 – 10, 2017           |
| Proposals Due (4:30 PM CST)           | January 20, 2017               |
| Review of Proposals (estimated)       | January 23 – 30, 2017          |
| Approval by MAC and MLC               | January 30 – February 10, 2017 |
| Approval by Village Board (estimated) | February 20, 2017              |

#### VI. COST PROPOSAL

Please See Attachment A

## **VII. FIRM QUALIFICATIONS AND EXPERIENCES**

Please provide:

1. Recent examples of your work, preferably from municipal governments.
2. Contact information for follow-up questions
3. Brief information about your company's history, size, number of clients, organization and/or any other information that might aid us in the decision-making process.

## **VIII. REFERENCES**

Proposers are to provide the Village with at least THREE (3) references or customers utilizing your services that are similar to those requested. Wisconsin municipalities or entities are preferred. The Village may contact the references provided.

## **IX. EVALUATION PROCESS**

Proposals will be evaluated by a selection committee consisting of members of the marketing committees.

During the evaluation process, the selection committee may, at its discretion, request any one or all firms to make oral presentations. Such presentations will provide firms with an opportunity to answer any questions the committee(s) may have on a firm's proposal. Not all firms may be asked to make such oral presentations.

The selection committee will select the proposal which is judged to be the most responsive to the Village's requirements and based on ability and fee appears to be best able to serve the Village. The selection committee will present its recommendation to the Marketing Advisory Committee and the Marketing Leadership Committee. Both of these committees will review the recommendation from the selection committee and, if in agreement, make a recommendation for contract award to the Village Board. Award of the contract is approved by the Village Board.

## **X. EVALUATION CRITERIA**

The following represents the principal selection criteria which will be considered during the evaluation process:

- Does the consultant have the necessary resources and capacity to provide the marketing and communication services within specified time and quality?
- What is the quality of the consultant's marketing projects and services?
- Has the consultant performed marketing services at a similar size and scope?
- Does the consultant have the capability to provide future maintenance and service?
- Is the consultant responsive to bid document specifications?
- Does the consultant offer a competitive price?

- How has the consultant shown creativity in previous projects associated with marketing and communication activities?

## **XI. RIGHT TO REJECT**

The Village reserves the right to reject part of any and/or all proposals, waive formalities or to accept the proposal which best serves the interests of the Village.

## **XII. QUESTIONS AND INQUIRIES**

Questions and inquiries concerning this request for proposal should be directed to:

Tyler Burkart

Assistant Village Manager

414-847-2705

[tburkart@villageofshorewood.org](mailto:tburkart@villageofshorewood.org)

## Attachment A

The Firm or Person: \_\_\_\_\_ submits the following proposal:

The undersigned, on behalf of the Vendor, certifies: (1) this offer is made without previous understanding, conflict of interest, agreement or connection with any person, firm, or corporation making a quotation on the same project; (2) is in all respects fair and without collusion or fraud; (3) the person whose signature appears below is legally empowered to bind the firm in whose name the quotation is entered; (4) he/she has read the complete Request for Quotation and understands all provisions to perform the work required by the proposed purchase contract documents referred to therein (as altered, amended or modified by addenda); (5) if accepted by the Village, this quotation is guaranteed as written and will be implemented as stated; and (6) mistakes in writing of the submitted quotation will be the sole responsibility of the bidder.

Below is a list of deliverables incorporated in the 2017 marketing and communications program. Please list in your proposal as few or as many of the services you are willing to provide. If there is a deliverable you wish not to provide, please leave that item blank.

Based on the description, if you feel the number of hours need to be increased or decreased in order to effectively perform the deliverable, please include your adjusted estimate of hours in the below chart.

| Deliverable  | Person(s) Involved | # of Hours | Rate per hour | Total Cost |
|--|--------------------|------------|---------------|------------|
| <b>STRATEGIC PLANNING</b> – The following deliverables must be coordinated and executed by the same individual and/or entity.                |                    |            |               |            |
| Coordination of Strategic Planning and Brand Strategies  |                    |            |               |            |
| Develop 2018 Marketing and Communications Plan   |                    |            |               |            |
| <b>WEBSITE STRATEGY</b> – The following deliverables must be coordinated and executed by the same individual and/or entity.                  |                    |            |               |            |
| Paid Media and Advertising   |                    |            |               |            |
| Website and Digital Management   |                    |            |               |            |
| <b>ONLINE &amp; MEDIA COMMUNICATIONS</b> – The following deliverables must be coordinated and executed by the same individual and/or entity. |                    |            |               |            |
| Social Media   |                    |            |               |            |
| Public Relations   |                    |            |               |            |
| <b>PRINT COLLATERAL</b> – The following deliverables must be coordinated and executed by the same individual and/or entity.                  |                    |            |               |            |
| Print Collateral & Communicate Initiatives – Designer & Content Writer   |                    |            |               |            |

| Deliverable   | Person(s) Involved | # of Hours | Rate per hour | Total Cost |
|---|--------------------|------------|---------------|------------|
| <b>COMMUNITY EVENTS</b> – The following events must be coordinated and executed by the same individual and/or entity. |                    |            |               |            |
| Fourth of July (if fundraising is involved)   |                    |            |               |            |
| Fourth of July (if fundraising is not involved)   |                    |            |               |            |
| Summer Concert Series   |                    |            |               |            |
| Promotional Events  |                    |            |               |            |
| Total   |                    |            |               |            |

List some of the other concepts you have in regards to promotional events:

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List any other potential billable costs:

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\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



AT THE EDGE OF THE CITY AND  
THE HEART OF EVERYTHING

## **AGREEMENT FOR MARKETING & COMMUNICATIONS CONTRACT SERVICES**

This Letter of Understanding (the “Agreement”) outlines the general responsibilities and term of **MB Marketing Solutions** in providing Shorewood Today publication services (the “Services”) to the **Shorewood Community Marketing & Communications Leadership Committee** (“Client”) as its Editor.

### **TERM**

The term of this Agreement shall commence on January 1, 2017 and end on December 31, 2017 (the “Term”).

The Client is entering into this Agreement for Services to support the mission of the Village of Shorewood Marketing and Communications Leadership Committee. The following details the expectations, fees, restrictions and various duties covered under this Agreement.

This Agreement shall be binding upon and inure to the benefit of the parties and their successors and assigns; provided, however, that neither party shall assign its obligations hereunder without the prior written consent of the other.

### **HOURS/FEES/EXPENSES**

- The Client will pay a monthly fee, based on services provided pursuant to the Shorewood Today Budget and proposal attached to this agreement; not to exceed \$50,000.

### **SCOPE OF SERVICES**

The Shorewood Today Manager shall track and report monthly hours spent on client work and include written documentation listing activities and accomplishments on each monthly invoice.

- Typical business expenses such as internet use, routine photocopying, office supplies, computer software, telephone, routine travel and general office services shall not be included as part of the fee.
- MB Marketing Solutions may arrange outside services including mail services, postage, printing, etc. (“Outside Services”) on behalf of the Client. Invoices for these services are billed directly to the Village of Shorewood.
- MB Marketing Solutions will operate its business in accordance with all applicable laws and under common business practices.



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### **Shorewood Today Services**

MB Marketing Solutions shall provide the Client services as outlined in the proposal dated November 8, 2016 as attached to this Agreement.

### **OWNERSHIP OF INTELLECTUAL PROPERTY**

Subject to payment for the Services, Client shall have all right, title and interest in and to all materials which may be developed/created by MB Marketing Solutions and delivered to Client in connection with the performance of the abovementioned described services and all services provided by MB Marketing Solutions since January 1, 2015 and all rights therein, including without limitation all rights of copyright, trademark and patent rights. All rights of copyright and other rights to the materials will vest in Client and shall constitute special ordered work and services and shall be deemed “works made for hire” within the meaning of Section 101 of the United States Copyright Act, 17 USC sec. 1010.

The Client hereby grants MB Marketing Solutions the limited license to use the Client’s intellectual property during the term of this Agreement, to the extent necessary to carry out its performance under this Agreement, MB Marketing Solutions acknowledges that ownership of and entitlement to all existing Client intellectual property shall remain with Client.

### **TERMINATION**

It is agreed Client and MB Marketing Solutions reserve the right to terminate this Agreement at any time during the Term or any subsequent renewal period should either party determine that reasonable cause exists to do so. Either party must provide thirty (30) days’ notice of their intention to sever this Agreement. Once notified by either party, obligations established in this Agreement shall continue in force until the date of termination, unless waived, in writing, by either party.

### **ADMINISTRATION**

- Client is responsible for the oversight and management of Services provided by MB Marketing Solutions.
- Any notices, demands, consents, invoice/statements, and reports necessary or provided for under this Agreement shall be addressed or transmitted as follows, or at such other address or transmittal method as designated by either the Client or the Village of Shorewood Marketing and Communications Program.



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If to Client: Village of Shorewood  
Attn: Chris Swartz, Village Manager  
3930 N. Murray Avenue  
Shorewood, WI 53211  
Phone: 414.847.2701  
Fax: 414.847.2606  
E-Mail: [cswartz@villageofshorewood.org](mailto:cswartz@villageofshorewood.org)

#### **RELATIONSHIP OF THE PARTIES**

Nothing contained in this agreement shall constitute or be construed to create a partnership of joint venture between MB Marketing Solutions and the Client. In entering into this agreement, and in acting in compliance herewith, MB Marketing Solutions is at all times acting and performing as an independent contractor, duly authorized to perform the acts required of it hereunder. All payments, withholdings and benefits related to the compensation provided under this agreement are the sole responsibility of MB Marketing Solutions. Each party represents that it has obtained liability insurance covering it for its own acts carried out in furtherance of the Agreement.

MB Marketing Solutions, during the period of this contract shall not hire, retain or utilize for compensation any member, officer, or employees of the Village of Shorewood or any person who, to the knowledge of MB Marketing Solutions, has a conflict of interest.

Subcontractors may be used to complete the Services.



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## **INDEMNIFICATION**

MB Marketing Solutions agrees to indemnify, defend and hold harmless Client and its officers, directors, board members and employees, from and against any and all claims, losses, actions, damage, expenses and all other liabilities, including, but not limited to, costs and attorneys' fees (collectively "Claim(s)") arising out of or in connection with (i) the accuracy or breach of any representation, warranty, covenant or other terms or conditions of this agreement by MB Marketing Solutions or any of its agents, assigns, contractors or their employees or (ii) the negligent acts or omissions or misconduct of MB Marketing Solutions or any of its agents, assigns, contractors or their employees in connection with the Services provided pursuant to this agreement. MB Marketing Solutions shall also indemnify and hold the Village of Shorewood harmless from any and all loss of liability arising from any tax, social security payment or benefit, worker's compensation insurance payment or any other payment or withholding required by state or federal law. In the event that the Internal Revenue Service, Wisconsin Department of Revenue, or any other governmental agency should question or challenge the independent contractor status of MB Marketing Solutions, the parties hereto agree that the Village of Shorewood shall have the right to participate in any discussion or negotiation occurring with such agency or agencies, irrespective of whom or by whom such discussions or negotiations are initiated.

## **GOVERNING LAW**

This agreement shall be construed and interpreted according to the internal laws of the State of Wisconsin, excluding any choice of law rules that may direct the application of the laws of another jurisdiction. The parties hereby stipulate that any action or other legal proceeding arising under or in connection with this Agreement may be commenced and prosecuted in its entirety in the Federal or State courts having jurisdiction in Milwaukee County, Wisconsin, each party hereby submitting to the personal jurisdiction thereof..

## **ENTIRE AGREEMENT**

This Agreement, including any addendums attached hereto, sets forth the final and complete understanding of the parties with respect to this subject and there are no other representations or warranties with respect to this Agreement. This Agreement supersedes all prior discussions, Agreements and undertakings relating to the subject matter, including, without any limitation, any confidentiality agreements or letters of intent relating to the engagement of MB Marketing Solutions. It is further agreed that the respective rights, interests, understandings, agreements and obligations of the parties may not be amended, modified or supplemented in any respect except by a written agreement between the parties.



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IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

VILLAGE OF SHOREWOOD

MB MARKETING SOLUTIONS

By: \_\_\_\_\_  
Guy Johnson, Village President. Date:

By: \_\_\_\_\_  
Michelle Boehm, President. Date

Attest: \_\_\_\_\_  
Tanya O'Mally, Village Clerk. Date