Shorewood

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PLEASE POST

Marketing Leadership Committee Meeting

Thursday, December 15, 2016 @ 9 a.m.

Village Hall, Committee Room, 2nd 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. **Adjournment**

DATED at Shorewood, Wisconsin, this 5th 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.

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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

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.

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

By: _____ ____
Guy Johnson, Village President. Date:

Attest: _____ ____
Tanya O'Mally, Village Clerk. Date

MB MARKETING SOLUTIONS

By: _____ _____

Michelle Boehm, President. Date