



City of West Allis | WA2001-1

Marketing Services Partnership
December 10, 2019

Welcome to Savage!

Hi, City of West Allis Team!

Since partnering in 2017, our teams have worked collaboratively to position the City of West Allis as a destination for residents and business owners. Through social media, studio photography and videography, featured stories, a brand new website, and more, we have helped people see West Allis as the connected community it is with exciting business opportunities! Not to mention, one of the best farmers markets in the state.

Now entering the third year of our initiative, we've built a strategy that narrows our focus to promote one of West Allis's greatest assets--food! Therefore, when you review our Project Scope, you'll see a portion of the budget dedicated to event curation, rebranding "Eat West Allis," and other food-centric opportunities.

Together, we've done an excellent job laying the foundation for the story of West Allis to be told. Now, let's dig even deeper and see what we're really made of!

Thank you for your partnership.

Sincerely,
Cory Savage + Team

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Partnership Overview

Client Name: City of West Allis

Location: West Allis, WI

Website: thatswhywestallis.com

Point of Contact: Jenny Kosek

Project Name: Marketing Services Partnership

Project Number: WA2001-1

Account Manager: Cory Savage

Account Executive: Matthew Gordy

Account Coordinator: Anna Talamo

Brand Lead: Tracy Olson

Digital Lead: Bryce Mikkelson

Brand Voice: Hannah Morrissey

Savage Core Values

Do Incredible Work, Always.

Every client and every project deserves our absolute best strategy, creative, and execution. We don't take shortcuts, and we never take the easy way out. We will strive to always do the right thing, do it well, and deliver our best.

Choose Positivity.

We choose to enjoy those around us, the work that we do, and who we do it for. We intentionally lean into optimism, dream big, and support one another.

Be Brave.

We stand up for what is right and for what we believe in. We're not afraid to be honest and transparent, and we always do what's best for both our clients and our team.



Partnership Scope

So, our partnership is going to continue. Cool! If you're wondering what exactly you signed up for this year, it's your lucky day! Here's a detailed scope of work and deliverables for our Marketing Services Partnership.

Social Media Advertising \$14,400

Scope
2020 social ad strategy
Ideation, creation, & management of Instagram & Facebook ads
Budget allocation, analysis, & optimization
Social advertising reports [by campaign OR month]

Deliverables

- Social ad strategy presentation
- Ad Creative for each campaign [for events + general brand awareness]

Social Media Management \$7,200

Scope
Instagram strategy + content curation
Copywriting for social calendar
Monthly analysis of content performance
Strategy and creation of contests & giveaways

Deliverables

- Monthly social report [as part of overarching digital report]
- Ongoing publishing of Instagram content

Digital Production \$7,200

Scope
Copywriting and page production for on-demand page additions
Ongoing production of events, management of event calendar
Ongoing addition of new photography, video, and text to site
Monthly website performance report

Deliverables

- Monthly website performance report

Website Transition \$10,500

Scope
New information architecture
New page layout designs
New page copywriting
Development of new layouts + functionality

Deliverables

- Sitemap (IA)
- New pages + event calendar functionality



Eat WA Rebrand + Strategy

\$6,750

Scope

Naming + visual identity (with up to 2 rounds of revisions)

Brand marketing plan creation

Integration to digital experience

Support brand with curation + creation of social posts

Deliverables

- Name + Logo Concepts
- New Brand Marketing Plan
- Social Media Post(s)

Event Curation + Marketing

\$15,000

Scope

Curation of "Taste of West Allis" + "West Allis Dining Week" events

Execution + marketing strategy

Marketing support including social media advertising + graphic design

Deliverables

- Two (2) new West Allis events
- Marketing support to be determined by strategy

Wayfinding Design

\$4,800

Scope

Design of on brand wayfinding signage

Assist in sourcing sign production

Deliverables

- Packaged art files for all signage

Business Collateral Creation

\$4,800

Scope

Business collateral workshop

Assess and revise current collateral used to support recruitment

Creation of business solicitation kit including copywriting + design

Integration to digital experience

Deliverables

- To be determined during business collateral workshop



Studio

\$9,600

Scope

Creation of overall business development video with up to 1 full day of studio
Four (4) full day seasonal video + photoshoots

Project Management

\$1,500

Scope

Includes dedicated Account Executive + Account Coordinator
Includes bi-weekly team meetings

Advertisement Creation

\$0

Scope

OTT video creation
Billboard design
Radio ad script development



Payment Terms

Budget Overview

Social Media Advertising	96 hrs	\$14,400
Social Media Management	48 hrs	\$7,200
Digital Production	48 hrs	\$7,200
Website Transition	70 hrs	\$10,500
Eat WA Rebrand + Strategy	45 hrs	\$6,750
Event Curation + Marketing	100 hrs	\$15,000
Wayfinding Planning	32 hrs	\$4,800
Business Collateral Creation	32 hrs	\$4,800
Studio	64 hrs	\$9,600
Advertisement Creation	32 hrs	\$0
Project Management	10 hrs	\$1,500
Total		\$81,750

Payment Schedule

The payment plan below is a partnership agreement for marketing services over a twelve (12) month period. Monthly detailed hour reports will be provided with every invoice. Any additional project components will be billed separately under independent contracts or addendums to this proposal.

> **Monthly Invoices [1-12/Jan 2020 - Dec 2020]:** \$6,812.50/month

Late Payments

We know we're going to love working together! But, we can't afford to work for free. To keep things running as smoothly as possible, we'll help keep you aware of payment dates following this timeline:

- 45 days past invoice date: Reminder email will be sent.
- 60 days past invoice date: 2.5% charge will be added to the invoice and reminder call will be made.
- 90 days past invoice date: All work will be stopped until 100% of overdue payments are received.

Contract Termination

We know, we know--this won't be necessary. But, we like to cover our bases, and in the event of extemporaneous, cataclysmic circumstances that may result in your wish to terminate this agreement, we ask for a 30-day written notice. We will use those 30 days to deliver all completed and working files to you (the "Client").

In that 30-day timeframe, 100% of all outstanding invoice balances must be paid, in addition to 50% of the remaining contract balance before the Client receives final files.

Additional Work Requests

The above payment plan is for the scope of this contract only. Of course, we love to keep a good thing going, so if you've got additional work you want us to tackle, let's do it! We'll bill it as either a separate, independent contract, or as an addendum to this proposal.



Client Approval

City of West Allis (The "Client") and Savage Solutions, LLC enter into this Agreement for Services (the "Agreement") as of January 2020 for the project referred to as Marketing Services Partnership.

Terms of Agreement

Payment shall be made according to the Payment Plan. This agreement shall consist of the Scope of Project, the Payment Plan, the Rate Structure, this Agreement for Services, and the Terms & Conditions, included in this proposal. If monthly payment is not timely received, services may be revoked and or turned off. Project scope must be completed within identified budget and payment plan. Any additional service will be estimated and agreed upon in writing.

Validity

The terms and project descriptions in this Agreement are valid for 30 days. We appreciate your confidence in our ability to help you add value to your company. I hope this Agreement expresses and confirms the understanding of both parties. Your signature below will act as your acceptance of this Agreement and will initiate our mutual activity to ensure a successful endeavor. If you are in agreement, please sign and retain one fully executed copy of this Agreement, and return one fully executed copy, with the first payment to Cory Savage's attention.

City of West Allis

Savage Solutions

Client Signature: _____

Client Signature: _____

Printed Signature: _____

Printed Signature: _____

Signee Title: _____

Signee Title: _____

Date: _____

Date: _____



Terms & Conditions

DUTIES OF SAVAGE SOLUTIONS, LLC:

Savage Solutions, LLC (SLLC) will produce the work on behalf of Client pursuant to the Scope of Project (the "Work") provided with the Agreement for Services (the "Agreement"). Client acknowledges that SLLC shall only be required to produce the Work described in and in accordance with the assumptions specifically stated within the Scope of Project. SLLC does not undertake any other obligations unless agreed to in writing.

ACCEPTANCE OF SCOPE OF PROJECT:

Client shall be required to provide its written acceptance of each element and phase of the creation and production of the Work, as provided within the timetable provided to Client by SLLC, prior to SLLC's obligation to proceed to the next production element. Client's written acceptance of each element shall create a conclusive presumption that the element is acceptable to Client without objection.

MISCELLANEOUS CHARGES: In addition to the cost contained in the Payment Plan, Client shall reimburse SLLC for all documented out of pocket costs and expenses incurred in the performance charges of the Agreement including, but not limited to, all courier fees, overnight mail expenses, shipping expenses (including the shipping of the work to client's designated location), travel expenses, etc. SLLC may submit periodic invoices for all expenses. Additional reimbursable fees, not covered within the Agreement, include:

- Copyright, trademark, and legal fees
- Materials (CD's, DVD's, ZIP Disks, binders, photocopies, etc.)
- Specialized software (internet applications, design applications outside those listed in SOFTWARE & HARDWARE COMPATIBILITY section)
- Computer output fees (digitizing, drum scanning, film, production)
- Printing and production costs, proofs, reproductions
- Photography and image licensing
- Print Materials - (banners, signs, logos, stationary) Adobe Illustrator CS3 / CS4 / CS5 / CC
- Books, multi-page spreads, page layout - Adobe InDesign CS3 / CS4 / CS5 / CC
- Electronic banner ads, photo-editing - Adobe Photoshop CS3 / CS4 / CS5 / CC
- Flash - Adobe Flash CS3 / CS4 / CS5 / CC
- HTML, e-Newsletters Custom coding & Adobe Dreamweaver - CS3 / CS4 / CS5 /

SAFEGUARDING PROPERTY: Under no circumstances shall SLLC be liable to Client or any other party for incidental, consequential, special or punitive damages arising out of, or related to, the Agreement. SLLC's maximum liability under the Agreement shall not exceed the Agreement Price.

CLIENT RESPONSIBILITIES:

- All text will be submitted in electronic format by way of email or on disk
- Client will submit all feedback by email to the Project Manager designated by SLLC.
- Upon the signing of the Agreement, Client will designate no more than two (2) primary contacts for SLLC / Client interaction

SOFTWARE & HARDWARE COMPATIBILITY:

All print and electronic materials will be developed using the following Mac and PC-based software packages:

Compatibility with software, hardware, formats, and files other than those listed above are not guaranteed.

MOBILE DEVICE COMPATIBILITY: Websites and/or code are not guaranteed mobile device compatible unless otherwise stated in the Agreement. SLLC cannot be held responsible or liable for any issues arising from incompatibility with any such devices.

NOTICES: Unless specified otherwise, all notices, demands or other writings in this Agreement provided to be given or made or sent, shall be agreed to have been fully given or made or sent, when made in writing and personally delivered or when deposited in the United States mail, with postage prepaid, and addressed as follows:

If to Client:
City of West Allis
7525 W. Greenfield Avenue
West Allis, WI 53214



If to SLLC:
Cory Savage, President
Savage Solutions, LLC
233 N. Water St., Suite 201
Milwaukee, WI 53202

INDEPENDENT CONTRACTOR: SLLC shall perform all services and discharge all liabilities as an independent contractor. No relationship of employer-employer, owner-agent, lessor-lessee, partnership or joint venture is created by this Agreement.

SCHEDULES, OVERTIME, AND RUSH WORK: SLLC reserves the right to adjust the schedule and or/charge additionally in the event the Client fails to meet the agreed-upon deadlines for delivery of information, materials, approvals, payments, and for changes and additions to the services outlined in the Scope of Project.

CREDIT: SLLC reserves the right to include the contracted work completed for Client in SLLC promotional activities such as submitting to design competitions. This includes web, print, and multimedia projects designed by SLLC, as well as project specific technologies and applications utilized and/or designed for my client.

TAXES AND FEES: Client shall be responsible for all sales and/or use taxes and all fees.

TITLE TO MATERIALS & IDEAS: Prior to the completion of the Work and SLLC' receipt of full and final payment, all right, title and interest in and to all tangible and intangible Work and Work products, and all right, title and interest in and to copyrights, trade secrets, trademarks and other intellectual property derived from such Work and Work

products, shall remain the sole and exclusive property of SLLC. Upon receipt of final payment, SLLC shall convey to Client all of its right, title and interest in and to the final Work to the extent of SLLC' title. Notwithstanding SLLC' conveyance of the copyrights to the Work, all concepts and ideas utilized in the creation of the Work shall remain the property of SLLC, and Client's ownership of the Work and related materials will not prevent SLLC from applying the same or similar concepts reflected in the Scope of Project to other projects undertaken by SLLC. All materials submitted to and rejected by Client will remain the property of SLLC regardless of whether the physical embodiment of the creative work is in Client's possession in the form of memoranda, copy, artists, renderings, art work plates, recordings, films, tapes, computer discs, etc.

THIRD PARTY CONTRACTS: SLLC may contract with other individuals or companies acting on behalf of the Client to provide additional services such as writing, photography, database design, scripting, illustration, printing, and fabrication. The Client agrees to be bound by any terms and conditions, including required credits and usage rights, with respect to reproduction of the materials that may be imposed on SLLC by those third parties.

CANCELLATION: In the event Client cancels this Agreement, Client shall pay to SLLC, as liquidation damages and not as penalty, an amount equal to (a) a sum determined by calculating all recorded time at SLLC' standard billing rates, as determined by SLLC' time records, plus (b) SLLC' documented out of pocket expenses, plus a factor of twenty-percent

(20%) of those expenses; plus (c) a cancellation fee in the amount of ten percent (10%) of the Cost of the Project.

INDEMNIFICATION: Client shall indemnify, defend and hold SLLC harmless from any and all loses, costs, damages, and expenses (including reimbursement for SLLC' reasonable attorneys fees incurred), arising out of any claims, demands, suits, actions and proceedings brought against SLLC arising out of the use of the Work or any of the materials prepared by SLLC pursuant to this Agreement.

ARBITRATION: Any dispute arising under, or in any way related to, this contract shall be submitted to binding arbitration in Milwaukee, WI, to be governed by and conducted in accordance with the rules and regulations of the American Arbitration Association. The cost of any such proceedings shall be divided evenly between Client and SLLC.

CONTROLLING LAW: The validity, interpretation and performance of this contract shall be controlled by and interpreted under the laws of the State of Wisconsin.

DISABILITY / ADA COMPATIBILITY: Websites and/or code are not guaranteed ADA or Disability compatible unless otherwise stated in the SCOPE of Work. SLLC is not responsible or liable for any issues arising from incompatibility with text readers, translators, or other disability assistance devices.

ENTIRE CONTRACT: This Agreement contains the entire agreement between SLLC and Client. No representations, assurances,



promises, guarantees or warranties were made or relied upon by either party other than those expressly set forth in writing in this Agreement.

ENFORCEMENT: Client shall pay all of SLLC's costs and fees, including reasonable attorneys' fees, incurred by SLLC to enforce this Agreement.

SEVERABILITY: Any provision of this Agreement prohibited or unenforceable under applicable law shall be ineffective only to the extent and without invalidating the remaining provisions of this Agreement

WARRANTY: SLLC shall pass through all manufacturers' warranties to Client. SLLC will provide reasonable assistance to Client in coordinating the repair or replacement of the product by the manufacturer. THIS WARRANTY IS EXCLUSIVE, AND EXCEPT AS EXPRESSLY SET OUT IN THIS AGREEMENT, SLLC MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AND DISCLAIMS ALL OTHER WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO WAIVER, ALTERATION, ADDITION OR MODIFICATION OF THE FOREGOING CONDITIONS SHALL BE VALID, UNLESS MADE IN WRITING AND SIGNED BY SLLC.

FORCE MAJEURE: SLLC shall not be liable for any loss, damage, delays, changes in shipment schedules or failure to deliver caused by any event beyond its control, including, without limitation, accident, fire, actual or threatened strike or riot, explosion, mechanical breakdown (including technological or information systems), plant shutdown, unavailability of or interference

with necessary transportation, any raw material or power shortage, compliance with any law, regulation or order, acts of God or public enemy, prior orders from others, or limitations on SLLC or its suppliers' products or marketing activities.

