

Marketing Services Contract – 2020
City of Waukesha – Savage Solutions, LLC

This Contract is by and between the City of Waukesha, a Wisconsin municipal corporation, 201 Delafield Street, Waukesha, Wisconsin 53188, referred to herein as the City; and Savage Solutions, LLC, 233 North Water Street, Suite 201, Milwaukee, Wisconsin 53202-5729, referred to herein as Savage. Together, the City and Savage are referred to as the Parties.

Recitals

Savage is a marketing firm that can provide social-media management, web management, event management, marketing, and design services, among other things. City wishes to engage Savage for those services.

In consideration of the mutual promises stated herein, the Parties agree and contract as follows:

- 1. Scope of Work.** Savage shall perform the services described in Schedule A during 2020, according to the terms and conditions of this Contract. The services are referred to herein as the Work. Schedule A is incorporated into this Contract by reference. Additional services beyond the scope of Schedule A shall be performed as agreed upon by the Parties in separate written contracts.
- 2. Payment.** The City shall pay Savage a maximum of \$51,000.00 for Work performed, as allocated in the fee schedule, below. Work shall be invoiced at \$150.00 per hour, except for DTW event video, for which there shall be no charge. City is exempt from sales taxes. Savage shall invoice the City monthly for Work completed in the previous month, and all invoices shall be payable net 30 days. Invoices shall be reasonably detailed in their descriptions of Work performed.

Item of Work	Maximum Time Spent	Maximum Fee
Social media management	176 hours	\$26,400.00
SEO and digital production	60 hours	\$9000.00
Top 10 in the 'Sha development	36 hours	\$5400.00
Event curation and marketing	38 hours	\$5700.00
Miscellaneous design	20 hours	\$3000.00
DTW event video	27 hours	\$0.00
Project management	10 hours	\$1500.00
Contract total	367 hours	\$51,000.00

- 3. Miscellaneous Expenses.** Miscellaneous expenses incurred by Savage in the performance of the Work shall be payable by the City, provided the expenses were incurred at the City's express direction or were pre-approved by the City. Miscellaneous expenses shall be included in regular monthly invoices.
- 4. Term.** This Contract shall commence on its Effective Date and expire December 31, 2020. The Parties may terminate this Contract before then only by their mutual, written agreement.
- 5. Changes.** This Contract can only be amended by the written, mutual agreement of the Parties. No change to the scope of the Work, or the total amount to be paid to Savage, shall be effective unless done by the written mutual agreement of the Parties.
- 6. Ownership of Work Product.** All materials produced by Savage in the performance of the Work shall be works for hire, and shall be the sole property of the City upon payment in full of the associated invoice. Savage shall be permitted to use such materials in Savage's promotions, and for such activities as submitting to design competitions, unless City specifically directs otherwise in writing.

7. **Insurance.** Savage shall maintain insurance of the following kinds and for not less than the following limits, at Savage's sole expense, at all times during the performance of the Work. Policies shall be occurrence, and not claims-made, policies. All policies shall be from insurers licensed to issue such policies in Wisconsin. Upon the execution of this Contract, Savage shall deliver a certificate of insurance to City showing that all requirements of this section are met.
 - a. Commercial general liability, including products-completed operations, \$1,000,000 per occurrence, \$2,000,000 aggregate per project.
 - b. Automobile liability, \$1,000,000 bodily injury, \$1,000,000 property damage.
 - c. Excess liability-umbrella, \$5,000,000.
 - d. Worker compensation, statutory requirements.
8. **Standard of Work.** Savage will perform the Work according to generally-accepted industry standards and practices.
9. **Liability Limitation.** Savage shall not be liable for any indirect, consequential, or incidental contract damages arising out of the performance of the Work. Savage shall not be responsible for any liabilities, fines, or penalties arising from any Work product being incompatible with text readers, translators, or other disability-assistance devices, unless Savage has specifically assumed such responsibility or represented such compatibility elsewhere in this Contract.
10. **File Formats.** All text developed in connection with the Work shall be submitted in electronic format by email attachment or on disk. All print and electronic materials will be developed using the following Mac and PC-based software. Compatibility with other software, hardware, formats, and files is not guaranteed.

Print Materials (banners, signs, logos, stationery)	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
11. **Mobile Device Compatibility.** Websites and code generated as part of the Work are not guaranteed to be compatible with mobile devices, unless specifically stated elsewhere in this Contract.
12. **Contacts.** The Parties shall each designate two primary contact persons and provide their contact information to the other in writing. Communication with the designated contact persons shall constitute communication with the respective Parties.
13. **Record Keeping.** Savage shall keep all documents and records generated in the performance of the Work for no less than 7 years after completion of the Work, and shall make them available to the City at the City's request. Savage acknowledges that such documents and records may be subject to Wisconsin's Open Records Law.
14. **Cooperation by City.** The City shall cooperate with Savage in the performance of the Work, and shall respond timely to all reasonable requests for information and access.
15. **Parties Are Independent Contractors.** Nothing in this Contract shall be construed to create any relationship between the Parties other than independent contractors. Unless specifically provided in this Contract, the Parties are not agents for one another, have no authority to bind the other to contracts, and have no vicarious liability for the other's acts or omissions.

- 16. Governmental Immunities, Liability Limits, and Notice Requirements Preserved.** Nothing in this Contract shall be construed to be a waiver or modification of the governmental immunities, notice requirements, or limitations of liability imposed by Wis. Stats. §893.80 or any other law.
- 17. Permits and Licenses.** Savage shall be responsible, at Savage's expense, for obtaining all permits and licenses required for the performance of the Work.
- 18. Assignment Prohibited, Subcontractors.** This Contract, and Savage's responsibility to perform the Work under this Contract, may not be assigned by Savage without the City's written consent. City acknowledges that Savage may hire subcontractors to perform certain portions of the Work. Savage shall be solely responsible for payment of those subcontractors.
- 19. Notices.** Any notices required by this Contract shall be addressed as follows:
- | | |
|--------------|---|
| To the City: | Attention Jennifer Andrews
City of Waukesha
201 Delafield Street
Waukesha WI 53188 |
| To Savage: | Attention Cory Savage
Savage Solutions, LLC
233 North Water Street
Suite 201
Milwaukee, WI 53202-5729 |
- 20. Corporate Authorization.** The individuals executing this Contract on behalf of Savage warrant and represent that they are duly authorized to bind Savage to this Contract. Savage warrants and represents that the execution of this Contract is not prohibited by Savage's articles of incorporation, by-laws, operating agreement, or other internal operating orders, or by any applicable law, regulation or court order. Savage shall provide proof upon request.
- 21. Severability.** If any term of this Contract is held unenforceable by a court having jurisdiction, then to the extent the unenforceable term can be severed from the remainder of this Contract without affecting the enforceability of the remainder of this Contract or substantially frustrating its purpose, it will be so severed, and the remainder of this Contract will remain in effect and enforceable.
- 22. Survival and Parties Bound.** Unless specifically limited in this Contract, any term, condition or provision of this Contract will survive the execution of this Contract or any stated time periods, to the extent necessary for their performance. This Contract is binding upon, and inures to the benefit of, the Parties' successors, assigns, heirs, executors, trustees and personal representatives.
- 23. Governing Law and Jurisdiction.** This Contract will be construed and enforced according to the laws of Wisconsin. If a lawsuit arises out of this Contract, it shall be filed in the state Circuit Court for Waukesha County, Wisconsin. The Parties consent to personal and subject-matter jurisdiction in Wisconsin, and waive all jurisdictional defenses.
- 24. Integration, Construction of Contract.** This Contract constitutes the entire agreement of the Parties, and all other agreements and understandings of the parties with respect to the subject matter expressed in this Contract are unenforceable.
- 25. Confidentiality; Public Records.** All documents created pursuant to this Contract, and all documents delivered to the City, are public records and may be subject to disclosure to the public under Wisconsin's Open Records law.
- 26. Effective Date.** This Contract shall be effective as of the last date of execution shown below.

City of Waukesha

By Shawn N. Reilly, Mayor
Date: _____

Attested by Gina L. Kozlik, City Clerk
Date: _____

To certify that funds are provided for payment:

Richard L. Abbott, Director of Finance
Date: _____

Savage Solutions, LLC

By Cory Savage, Managing Member
Date: _____

By (print name) _____
Title: _____
Date: _____

DRAFT

Schedule A - Scope of Work

Social Media Management

\$26,400
up to 176 hrs

Scope

Social media strategy + content curation
Copywriting for social calendar
Includes creation of illustrations + graphics
Monthly analysis of content performance

Deliverables

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

SEO + Digital Production

\$9,000
up to 60 hrs

Scope

Keyword research + search strategy
On-page optimization
Content entry [event calendar]
Miscellaneous page updates
Ongoing data studio report

Deliverables

- Monthly Search Report
- Ongoing Event Calendar Production

Top 10 in the 'Sha Development

\$5,400
up to 36 hrs

Scope

Copywriting for six (6) content pieces
Graphic design for "Top 10" branding
Content entry

Deliverables

- Six "Top 10 in the 'Sha" Content Pieces
- Social Media Graphics for Each Piece

Event Curation + Marketing

\$5,700
up to 38 hrs

Scope

Curation of Downtown Waukesha event [ex. Barstow Street reopening]
Execution + marketing strategy
Marketing support including social media advertising + graphic design
Includes Rainworks installation

Deliverables

- One (1) new Downtown Waukesha event
- Marketing support to be determined by strategy

Misc. Design Fund

\$3,000
up to 20 hrs

Scope

Access to Savage Creative Services team

To be used for marketing material creation / general design needs

Note: Does not include printing and postage costs - separate budget established for production / managed by City of Waukesha.

Deliverables

- Collateral + graphics [to be determined]
- Rainworks installations [to be determined]

Project Management

\$1,500
up to 10 hrs

Scope

Includes dedicated Account Executive + Account Coordinator

Includes bi-weekly team meetings

DTW Event Video

\$0
up to 27 hrs

Scope

Video acquisition of up to seven (7) DTW events in 2020

Editing + creation of one (1) promotional, overarching event video

Note: This video is being donated at no cost to the City of Waukesha as a thank you for our 5-year partnership.

Deliverables

- DTW Event