



PLEASE POST

AT THE EDGE OF THE CITY AND  
THE HEART OF EVERYTHING

**Marketing and Communication Leadership Committee Meeting**  
**Wednesday, November 14, 2018 @ 4:00 p.m.**  
**Village Hall, Committee Room**

**AGENDA**

1. Call to Order
2. Consider Revised Proposed 2019-2021 Service Agreement with MB Marketing Solutions for the Production and Design Services of Shorewood Today Magazine
3. Consider Making Funds Available for Mailer Seeking 2019 Advertisements
4. Adjournment

DATED at Shorewood, Wisconsin, this 9<sup>th</sup> day of November, 2018.

VILLAGE OF SHOREWOOD  
Sara Bruckman, Village Clerk

Should you have any questions or comments regarding any items on this agenda, contact the Manager's Office at 847-2701.

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.

## **SERVICE AGREEMENT**

This Agreement is between the Village of Shorewood, Milwaukee County, WI (hereinafter referred to as “Village”) and MB Marketing Solutions (hereinafter referred to as “Service Provider”) for production of the Shorewood Today magazine (hereinafter referred to as the “Project”) for the years 2019 – 2021.

In consideration of the mutual agreements contained herein, the Village and Service Provider agree as follows:

**1. The Village will:**

The Village will pay the Service Provider \$51,000 in 2019 for professional services as described within this Agreement in 12 monthly installments as services are provided. Professional fees should be in the amount of \$52,500 for 2020 and \$54,000 for 2021 in 12 monthly installments as services are provided. In addition, the Village may need to pay for other costs as outlined in the proposal. Such payment shall be full compensation for all services rendered and for all supervision, labor, supplies, materials, equipment and any other incidental costs. Invoices for payments should be completed on a monthly basis. To expedite payment of invoices under this Agreement, the invoices should be sent to the following:

Tyler Burkart, Assistant Village Manager  
Shorewood Village Hall  
3930 N. Murray Avenue  
Shorewood, WI 53211

**2. The Service Provider will:**

- a. The Service Provider will provide the following services:
  1. Publish a magazine quarterly that focuses on news, people, and issues in the Shorewood community.
  2. Collaborate with Shorewood community partners to write content and articles for the Shorewood Today magazine. Each magazine should allocate news space for the community partners, which includes the Village of Shorewood, the Shorewood School District, the Shorewood Business Improvement District, the Shorewood Community Development Authority, and the Shorewood Foundation. Each year there should be one issue at 48 pages, two issues at 44 pages, and one issue at 40 pages unless all community partners agree on having fewer pages published in a calendar year.
  3. Review and edit the articles submitted to assure grammar, style and language is consistent.
  4. Reach out to businesses to advertise in the magazine. Service provider must meet advertising goals as outlined in the attached proposal as well as the Village of Shorewood 2019-21 budgets (estimated revenue for advertising). Advertising rates are established based on the amounts included in the proposal, which is incorporated by reference

herein and may change if there's agreement from all community partners.

5. Coordinate the distribution of the published magazine to all businesses, residents and advertisers. Number of copies needed for distribution is outlined in the proposal.
6. Provide a quarterly report to all community partners updating them on all expenses associated with the magazine, a detailed breakdown of the types and sizes of advertisements in each of the issues, the advertising to editorial ratio to assure it does not exceed the 40% maximum level, costs associated with the magazine such as (but not limited to) printing and mailing, and other significant metrics and feedback important for the community partners to know about.
7. All photographs taken for the Shorewood Today magazine are made readily available for the community partners to utilize. Community partners must provide credit to photographer when using the photographs in any communication channels or publications.
8. Collaborate with Village staff to include electronic copy of the magazine on the Village website available for all residents and community members. Contain and maintain a list of all archived versions electronically of the magazine.
9. Provide payments to Village invoices for all advertising fees.

b. The Service Provider will submit an invoice monthly for the amount due to the Village for services upon completion.

c. The Service Provider will provide all materials, equipment and supplies necessary to perform or provide the services described.

d. The Service Provider will be obligated to perform the services described in accordance with the standards of care, skill and judgment which may be expected of professional who performs similar work.

e. The Service Provider will provide his or her services in a manner and time so as to not cause interference with any of the operations of any Village facility. In the event of a conflict between the schedules of the Service Provider and contractors and employees of the Village, the conflict may be resolved at the discretion of the Village.

### **3. Duration**

This Agreement will become effective upon signature and all work to be completed by December 31 of each year of this contract through 2021. This Agreement may be cancelled on thirty (30) days written notice of either party.

### **4. Use of Village Name**

It is understood and agreed that the name of the Village and the municipal location may not be used by the Service Provider or its agents in any promotional materials without prior approval of the Village.

**5. Independent Contractor**

It is understood and agreed that the Service Provider is an independent contractor for the performance of all services described within this Agreement.

**6. Assignment**

This Agreement and interests hereunder are not to be assigned.

**7. Liability**

The Village represents that it does not carry any insurance covering liability of its independent contractors, including the Service Provider. Service Provider is solely responsible for obtaining any insurance coverage that may be necessary to carry out its business, including workers compensation coverage and/or liability coverage as dictated by state statute. Nothing in this agreement is intended to abrogate the immunities or limitations of liability as enumerated in Wis. Stat. § 893.80 that may be asserted by either the Village or the Service Provider.

**8. Wisconsin Law**

This Agreement shall be governed by and construed with the laws of the State of Wisconsin.

**9. Complete Agreement**

This Agreement represents the entire of listing of the terms between the parties. This Agreement may be modified only in writing by an amendment signed by both parties.

**10. Endorsement**

By endorsing this Agreement both the Service Provider and the Village indicate that each has the authority to bind to the terms of this Contract.

Dated: \_\_\_\_\_

VILLAGE OF SHOREWOOD

BY: \_\_\_\_\_

Allison Rozek, Village President

Dated: \_\_\_\_\_

MB MARKETING SOLUTIONS

BY: \_\_\_\_\_

Michelle Boehm, MB Marketing Solutions Executive Director