
December 10, 2019

To: Joseph Gacioch, City Manager, City of Ferndale (referred to as "Client")

From: Ashleigh Laabs, A. Victoria MAE

Campaign Goals

- Raise awareness of the investments made by the city of Ferndale – financial investment and support of the business community.
- Project awareness—To see that every Ferndale business has, at a minimum, an educated awareness of The dot.
- Information identification—To see that every Ferndale business is aware of at least one legitimate information source that they can utilize for project details/updates.
- Reduction in misinformation—To see a significant reduction in the sharing of misinformation, myths, and rumors about the parking development, including person-to-person and the sharing of outside-source websites, articles, and social media groups/pages.
- Clarity—To communicate simply, clearly, and often enough—and in the right locations/using the right sources—so that residents and stakeholders don't feel confused by the process.
- Broadening of viewpoint communication—It is common on controversial projects such as this to focus solely on the negative voices—speaking directly to these groups, answering their questions, publicizing information to speak to their concerns. It will be our goal to listen to all members of our community, gaining an understanding of the questions/goals/communication needs of the supporters as well, and ensuring that we speak to and for all segments.

Services

The dot Business Communications Campaign (January 2020 to March 2020)

Lyft Code Management

- Purchase request/order of Lyft Codes – *Need to determine expiration for 2020 codes with Lyft – recommend 3 or 6 months vs. 12 months (Lyft to invoice City of Ferndale directly for code usage)
- Ongoing management of Lyft Code campaign (refer to process document for additional information)
 - Organization, distribution, and communication for Lyft Codes

Email Marketing

- Implement email marketing strategy (appx. 1-2 per month) – messages related to construction, events, Lyft codes, etc.

Content Development

- Video editing of drone construction videos, if needed
- Email marketing and message development for campaign

Website ferndaledot.com Management

- Updating news page monthly based on posts and information as well as content as needed

Administrative Communication Management

- Management of phone number and email address associated with The dot – business@ferndaledot.com and 248-547-6632
- Attendance in meetings to represent voice of business community related to The dot construction

Other items for support as needed (as desired within scope of budget)

- Social media content development, graphic design

Timeline

Lyft Code Purchase Order Recommendation

- January 2020 – 150 codes
- February 2020 – 200 codes
- March 2020 – 200 codes

Budget

- Lyft Code Purchases - \$14 each total 450 codes = \$6300
- Printing – appx. \$100 per run (runs appx. 1-3) = \$300
- Monthly campaign management - \$125 per hour **this is based on maintenance of current project scope
 - January to March – 10-15 hours per month = \$5625
- Total (max.) Budget \$12,225

Business Services Agreement

This services agreement is made and entered into by and between, **A. Victoria MAE dba of Victoria Public Relations LLC** located at 2535 Rochester Rd. Royal Oak, MI 48073 and **City of Ferndale** (Client) located at 300 E 9 Mile Rd, Ferndale, MI 48220.

Engagement of Services. A. Victoria MAE 's responsibilities include but are not limited to:

- The dot Business Communications Campaign

Compensation. Client will pay A. Victoria MAE \$125 per hour for the project based on the outlined and agreed upon services starting upon signature of this agreement. Upon signature of this agreement, a 50% payment of the project/first month's estimate of hours will be invoiced at the time of signing this agreement. The remaining balance will be billed at the conclusion of the project or at the end of each month. Payment is due 10 days from invoice date. If an invoice becomes past due, until the invoice balance has been paid, A. Victoria MAE reserves the right to put all work on hold for the Client account and not resume work until payment is received. Should any agreement payment not be received by the due date on the invoice, a \$150 fee will be added (per 30-day cycle) that the payment is not received.

Agreement Termination. Either party may terminate this agreement upon 14 days written notice to the other party. A. Victoria MAE will submit final invoices no later than 30 days after the termination of this Agreement.

Confidentiality. Each party shall retain in strict confidence the terms and conditions of this Agreement and all information relating to the other party's business, development plans, programs, documentation, techniques, trade secrets, and systems. Neither party shall, unless otherwise required by law, disclose such information to any third party without the prior written consent of the other party.

Relationship. The parties intend that A. Victoria MAE's relationship with the Client in providing services shall be that of a business service agreement. Nothing in this agreement, or any performance associated with it, is intended or shall be construed to create a partnership, joint venture, or relationship of agency or employment between the Client and A. Victoria MAE, its employees, or subcontractors. The Client will regularly report amounts paid to A. Victoria MAE by filing a Form 1099-MISC with the Internal Revenue Service as required by law. A. Victoria MAE may perform the services required by this Agreement at any place or location and at such times as A. Victoria MAE shall determine.

Distribution. Client provides written authorization that A. Victoria MAE is authorized to distribute public relations and marketing items to media and other necessary parties on behalf of Client.

Subcontracting and Employees. A. Victoria MAE reserves the right to introduce qualified subcontractor(s) and/or employees into a project at its discretion. Subcontractor(s) and/or employees may perform specific task(s) as directed as part of the overall project. A. Victoria MAE will be responsible for the quality and completeness of work of all subcontractor(s). All project work will be completed by A. Victoria MAE employee(s) and/or subcontractor(s) as deemed necessary to meet project deliverables and to mitigate tasks.

Content Property Rights. A. Victoria MAE will not use any copyrighted content in development without the content owner's written permission. If Client provides copyrighted material for use in development, Client assumes all responsibility for the use of such content.

Ownership of Property. A. Victoria MAE acknowledges and agrees that all intellectual and actual property produced by A. Victoria MAE, is the property of the Client, and A. Victoria MAE shall retain no ownership, interest, or rights therein.

Disclaimers. A. Victoria MAE will not be liable to Client for any litigation that may be brought against the Client by any third party for any reason regardless of its nature. Client agrees that it shall hold A. Victoria MAE, harmless, for any claims brought against A. Victoria MAE by third parties relating to our development of the project contracted for by the Client. A. Victoria MAE reserves the right to withdraw any quote after 30 days of issuing the quote for approval.

Expenses. Actual expenses will be charged by A. Victoria MAE to the Client for all reasonable out-of-pocket expenses, including, but not limited to meals, travel, lodging and mileage at the maximum rate published by the IRS. Out-of-pocket expenses will be billed in addition to any agreed fees outlined in this document.

Governing Law. This Agreement shall be governed in all respects by the laws of the United States of America and by the laws of the State of Michigan. Each of the parties irrevocably consents to the exclusive personal jurisdiction of the federal and state courts located in Michigan, as applicable, for any matter arising out of or relating to this Agreement, except that in actions seeking to enforce any order or any judgment of such federal or state courts located in Michigan, such personal jurisdiction shall be nonexclusive.

Severability. If any provision of this Agreement is held by a court of law to be illegal, invalid or unenforceable, (a) that provision shall be deemed amended to achieve as nearly as possible the same economic effect as the original provision, and (b) the legality, validity, and enforceability of the remaining provisions of this Agreement shall not be affected or impaired thereby.

