



March 29, 2022

Lena Stevens  
Ferndale Downtown Development Authority  
300 E 9 Mile Rd, Ferndale, MI 48220

Dear Lena:

Let this document serve as an ongoing Letter of Agreement (Agreement) between Franco (Franco), a Michigan-based corporation, and Ferndale Downtown Development Authority (Client), an economic development organization in Ferndale, Michigan.

The following provisions are customary for our client relationships.

**Scope of Services**

Franco will provide Client with services as outlined in attached Appendix or subsequent addendums as signed by Client. Any change in Scope of Services will require mutual written consent.

**Professional Service Fees and Billing**

A service fee, scope of work and billing schedule is outlined in the attached Appendix. Any change in scope or proposed activities that require additional fees would require a signed addendum to this prevailing Agreement.

Franco professional service fees will include time billed at Franco's prevailing rates. Franco reserves the right to review and update its prevailing rates annually. Prevailing rates are also subject to change if account teams change and/or if team member promotions occur. Purchasing of goods and services by Franco on behalf of Client will incur a standard 15% coordination fee.

Franco tracks its rate of overservice. In the event Franco identifies continuous overservicing trends, Franco may ask for additional budget or work with Client to strategically prioritize workload/tasks within the agreed upon budget and scope.

Invoices are due within 30 days of invoice date. Client will be responsible for any additional administrative time and/or expenses incurred collecting overdue invoices. Overdue invoices may result in forfeiture of non-prevailing rates (if applicable).

Franco reserves the right to stop work at any time payments fall in arrears by 30 days or more without incurring any liability and/or forfeiting any other rights (including those addressed in this Agreement).

**General Marketing Use**

For all non-confidential engagements, Franco is authorized by Client to use Client's name and/or logo in Franco's marketing materials (which may include Franco's websites, brochures, newsletters, press releases, case studies, testimonials and similar modes of communication). This is a routine and customary authorization by Franco's clients.

**Expenses**

Routine out-of-pocket expenses (such as mileage, postage, etc.) will be billed at their actual reimbursable rates. Expenses in excess of \$200 will require the client's prior approval. Travel expenses will be estimated in advance and billed at their actual rates. Non-routine out-of-pocket



expenses, if any, (such as collateral design, production, advertising, event expenses) will be quoted separately, including any related production coordination time, and will require prior written approval.

**Solicitation of Vendors, Contractors and/or Employees**

Client will not during this Agreement or for a period of twenty-four (24) months following the termination of this Agreement by either party, attempt to solicit or divert, directly or indirectly any employees of Franco or contract with any Franco vendor or contractor without written permission from Franco.

**Conflict of Interest/Ethics**

Client agrees to make a good faith effort to alert Franco on a timely basis of any circumstances that may be in fact or perceived as a conflict with Franco or any of its clients.

**Indemnification**

While it is understood that Franco and its affiliates will take all prudent care possible in the development of materials to be issued, Franco and its affiliates cannot undertake verification of facts supplied by Client. Client therefore indemnifies Franco and its affiliates for any reasonable damages, costs or expenses (including reasonable attorney fees) arising out of the release of such information.

Franco and its affiliates cannot be responsible for verification of the clearance of trade names, trademarks, service marks, or other such trade or public relations designations, nor can it be responsible for the validity of any registrations for such designations, because these services constitute legal services. Franco will take all prudent care, however, in cooperating with the provider of such legal services, retained directly by Client.

**Severability**

If any provision of this Agreement is found to be void or otherwise unenforceable, the remainder of the terms of this Agreement shall remain in full force and effect.

**Confidentiality**

Franco is a professional organization and will conduct itself in keeping with the Public Relations Society of America's Code of Professional Ethics.

**Governing Law**

This Agreement is construed and governed in accordance with the laws of the State of Michigan, U.S.A.

Please return one copy of this Agreement with an authorized signature.

Tina Kozak  
CEO

Franco  
Tina Kozak, CEO

4/6/2022

DATE

DocuSigned by:

Ferndale Downtown Development Authority

4/6/2022

DATE



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## APPENDIX

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This Appendix compliments the Letter of Agreement between Franco (Franco), a Michigan-based corporation, and Ferndale Downtown Development Authority (Client) dated March 29, 2022.

This Scope of Services outlined below begins upon signing of this agreement and ends September 30, 2023 or until terminated by either party upon providing 60 days advanced written notice to the other party.

The terms and duration of this scope of services may be modified from time to time with mutual written consent.

### Scope of Services

Franco will support Client with the following Scope of Services:

- **Message and Resource Development**
  - Conduct messaging audit of all current communications surrounding Woodward Moves.
  - Complete half-day messaging workshop with Ferndale team (this may include representatives from the business advisory group)
  - Develop a master document of key messages, talking points and testimonials for various spokespeople.
  - Develop project collateral including:
    - Overarching creative treatment for project (up to two rounds of edits)
    - Copywriting and design of a one-page downloadable guide on navigating construction; plus design template for real-time updates
    - Up to eight (8) short videos promoting the project; this may include business features, testimonials, wayfinding/parking info, project update, etc. Includes up to four separate shooting days and post-production; includes up to two rounds of edits per video.
  - Develop Design Resource Toolkit for DDA and Businesses\*
    - Two (2) templates for building signage
    - Up to six (6) templates for social media graphics
    - Up to six (6) infographics with up to four (4) data sets represented in each
    - Design deliverables include up to two rounds of edits.

*\*Does not include cost of printing*

- **Communications Plan Development and Implementation**
  - Develop and implement a communications plan to foster optimism and engagement surrounding Woodward Moves. Activities include:
    - Create and populate a monthly resident and visitor specific email newsletter (assumes utilization of existing City email marketing tool) to provide relevant project updates as well as encouraging content to increase community support.
    - Advise DDA team on social media strategies related to Woodward Moves (does not include social media management).

- Draft copy related to Woodward Moves and advise on content strategy for ferndalemoves.com and the Woodward moves specific page. Website content management is not included.
- Provide public relations support as needed, including:
  - Responding to media inquiries surrounding Woodward Moves.
  - Pitch local media and share project milestones as well as community stories from business owners, residents and city officials.
  - Engaging local influencers to promote the project and highlight improvements.
- **Business Communications and Engagement**
  - Work with DDA to develop tiered list of businesses and align on communications priorities
  - Conduct initial engagement meetings with representative sample of businesses
    - includes 1:1 meetings with up to ten (10) businesses; email outreach to all businesses)
  - After initial engagement/kickoff with business owners, Franco will visit 6-10 businesses per month while also supplementing with phone calls and emails as needed.
  - Meet with Business Advisory Group monthly (excludes project downtime in Jan – April 2023) to gather feedback from group members and provide project updates and communications resources group members can use.
  - Create and populate a monthly merchant-specific email newsletter (assumes utilization of existing City email marketing tool) to provide project updates, tools and resources and give merchants an opportunity to submit their news for inclusion in the resident and visitor's newsletter.
  - Develop an opt-in text message program to provide business owners with immediate project updates as needed; subscription service cost not included; to be billed directly to Client if applicable.
  - Provide engaged business owners with communications toolkits including previously developed collateral (social media templates, downloadable guides and templated responses for customer questions/concerns).
- **Program Management**
  - Kickoff meetings; review timeline with DDA
  - Biweekly status meetings with Ferndale team and Franco account team.
  - Create and maintain a comprehensive program management document; includes tracking reported merchant issues.
  - Franco team attendance at milestone update meetings with Ferndale staff; does not include attendance at all DDA/City Council meetings.
  - Project coordination and communications with MDOT for construction updates and logistics.
  - Franco will be on-site in Ferndale one time per month for stakeholder communications, business engagement, photography/video and other project requirements.

The above-described scope of services is limited to the following agreed upon budget. In situations where forecasted tasks exceed the monthly budget, Franco may ask for additional budget or work with Client to strategically prioritize workload/tasks within the agreed upon budget and scope

**Professional Service Fees**

- Total fees: \$82,000 invoiced as outlined in the fee schedule below
- Monthly fee invoiced on the last day of each month for the next month’s services (i.e. December 31 for January services)
- Any additional work not included in the above scope will be billed at \$160 per hour and requires prior written approval from the client

**Timeline**

April 2022	May 2022	June 2022	July – December 2022	January – March 2023	April – September 2023
Partnership kickoff, initial research and workflow alignment with Franco, DDA, MDOT and other stakeholders	Audience research, initial meetings with merchants, program planning, “why” message development	Resource development and “design” message development	Implementation and Engagement Through Phase One of MDOT Construction  Door-knocking business engagement	Communication Maintenance	Implementation and Engagement Through Phase Two of MDOT Construction Project Closeout  Door-knocking business engagement
\$3,000	\$7,000	\$6,000	\$5,500/month	\$1,000/month	\$5,000/month

**Fee Schedule**

- \$3,000 billed immediately and due on receipt for April services
- \$7,000 billed April 30, 2022 for May services
- \$6,000 billed May 30, 2022 for June services
- \$5,500 per month (July 2022 – December 2022)
- \$1,000 per month (January 2023 – March 2023)
- \$5,000 per month (April 2023 – September 2023)



DocuSigned by:  
Lena Stevens  
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Franco  
Tina Kozak, CEO

Ferndale Downtown Development Authority

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