

RESOLUTION NO. 75-2019 (RCER)

By Council Member Seren

A Resolution authorizing the City Manager to enter into an agreement with Big Parka Productions, Inc. d/b/a Little Jacket for marketing and branding consulting services; and declaring an emergency.

WHEREAS, the City requires professional services of a marketing and branding consultant to develop and initiate a citywide marketing effort to promote the City of Cleveland Heights as the destination of choice for living, shopping, dining, visiting, and starting a business; and

WHEREAS, the City Manager, the Director of Communications and Public Engagement, and other City staff have recommended that the services offered by Big Parka Productions, Inc. d/b/a Little Jacket best meets the City's needs; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Cleveland Heights, Ohio, that:

SECTION 1. The City Manager be, and she is hereby, authorized to enter into an agreement with Big Parka Productions, Inc. d/b/a Little Jacket to develop and initiate a citywide marketing effort to promote the City of Cleveland Heights. The agreement shall be in substantively the same form as the draft on file with the Clerk of Council and shall be approved as to form by the Director of Law.

SECTION 2. Notice of the passage of this Resolution shall be given by publishing the title and abstract of its contents, prepared by the Director of Law, once in one newspaper of general circulation in the City of Cleveland Heights.

SECTION 3. This Resolution is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health and safety of the inhabitants of the City of Cleveland Heights, such emergency being the need to proceed without delay to remain competitive in the marketplace. Wherefore, provided it receives the affirmative vote of five (5) or more of the members elected or appointed to this Council, this Resolution shall take effect and be in force immediately upon its passage; otherwise, it shall take effect and be in force from and after the earliest time allowed by law.

RESOLUTION NO. 75-2019 (RCER)

CAROL ANN ROE, Mayor
President of the Council

SUSANNA NIERMANN O'NEIL
Acting Clerk of Council

PASSED: July 29, 2019



MASTER AGENCY SERVICES AGREEMENT

This Master Agency Services Agreement (“Agreement”) between **Big Parka Productions d/b/a Little Jacket** (“Agency”) and the **City of Cleveland Heights** (“Client”) is entered into on the 1st day of August, 2019 (the “Effective Date”).

1. **Appointment of Agency.** Client appoints Agency as Client’s consulting, creative services, and digital agency in connection with the events, products and/or services of Client described in this Agreement.
2. **Scope of Services.** Agency will provide Client with ongoing services to create, implement, and/or continue the development and execution of a City-wide marketing campaign, including economic development initiatives. The Parties expressly agree that the specific services provided will be, in part, to accomplish the following:(a) develop a comprehensive brand marketing campaign to attract and retain residents and businesses, increase visitors and enhance the general perception of the City; (b) develop and promote a new tax abatement program and other economic development tools in the City of Cleveland Heights; and (c) increase visibility and awareness of the City of Cleveland Heights as a great place to start a business, invest/improve current businesses, and available to some homeowners. The Parties further understand that to accomplish the general and specific services provided above, Agency will consult with Client regarding the plans and deliverables associated with Agency’s services, including the following: Strategic Marketing Plan, Messaging Strategy, Social Media Strategy, Creative Direction, Project Management, Media Relations, Media Planning and Buying (Implementing and Tracking), Copywriting, Preparation of Press Releases along with Pitching and Placement, Expansion of Social Media Presence, Website Consultation.
3. **Changes to Scope of Work.** Client may request Agency to perform additional services beyond the scope of those detailed in Section 2 of this Agreement. If Agency agrees to perform the additional services, Agency agrees that the additional services will be provided based on the fee structure provided in Section 5 of this Agreement.
4. **Authorization of Services.** Agency shall not provide any services or complete any work without first obtaining direct authorization from Client. Client shall not be responsible for payment of any work or services that Agency conducts that is not directly authorized by Client.
5. **Client Approvals and Authority.** Client shall provide timely approvals of Agency work and timely responses to Agency inquiries related to all aspects of services for Client. Client shall designate in writing the individual or individuals with whom the Agency will communicate regarding all aspects of the Work or this Agreement.
6. **Fee Structure.** In consideration of Agency providing services, Client shall pay Agency for the services performed at an average hourly rate of \$150.00, plus implementation costs associated with deliverables.
7. **Invoice & Payment Structure.**



MASTER AGENCY SERVICES AGREEMENT

Agency will invoice the Client on a monthly basis and provide all supporting documentation. All payments are due to Agency within 30 days of the invoice receipt. Client may request additional information before approving the invoice. When additional information is requested, Client will identify specific disputed item(s) and give specific reasons for any request. If additional information is requested, Client will submit payment within 30 days of resolution of the dispute.

8. Intellectual Property Ownership.

a. Subject to the limitations set forth in Section 8(b) of this Agreement, all campaigns, trademarks, service marks, slogans, artwork, written materials, drawings, photographs, graphic materials, film, music, transcriptions, computer programs or other materials that are subject to copyright, trademark, patent, or similar protection (collectively, the "Work Product") produced by Agency shall be the property of the Client provided: Client has paid all fees and costs associated with creating Work Product that does not meet the foregoing condition shall remain the Agency's property. Subject to the foregoing conditions, all title and interest to Work Product shall vest in Client as "works made for hire" within the meaning of the United States copyright laws. To the extent that the title to any such Work shall not be considered a work made for hire pursuant to law, Agency transfers and assigns its rights in such Work to Client upon the fulfillment of conditions set forth in this Section 3(a).

b. Notwithstanding the foregoing, it is understood that Agency may, on occasion, license materials from third parties for inclusion in Work Product. In such circumstances, ownership of such licensed materials remain with the third party licensor at the conclusion of the term of such third party license. In those instances, Client agrees that it remains bound by the terms of such third party licenses. Agency will keep client informed of any such limitations.

c. If any pre-existing Agency property is contained in any of the Work Product, Agency shall identify its property, and hereby grants Client a royalty-free, paid-up, non-exclusive, perpetual, non-assignable license throughout the world to use such property in connection with Client's use of the Work Product.

d. Notwithstanding the foregoing, Agency shall be permitted to display all completed Work Product, after such Work Product is accepted and implemented by Client, in Agency's work portfolio in print, digital and online formats for Agency's promotional purposes. Client grants to Agency a limited license to display the completed, accepted and implemented Work Product solely for such purpose.

9. Term.

a. The term of this Agreement shall commence on the effective date and shall continue for two (2) years, with an option to renew for one additional year upon written agreement of the Parties. This Agreement may be terminated by either party, at any time, upon thirty (30) days' prior written notice ("Notice Period"). However, it is the party's intention to comply with various target dates to accomplish the services specified in Section 2 of this Agreement. However, in the event of a material breach of the Agreement by either party,



MASTER AGENCY SERVICES AGREEMENT

which breach remains uncured for seven (7) days following notice thereof, the Agreement may be terminated immediately. Notice given by mailing or overnight courier shall be deemed given on the day of receipt, and notice given by electronic transmission shall be deemed given on the date of transmission. During the Notice Period, Agency's rights, duties, and responsibilities shall continue.

b. Upon termination, Agency will transfer and/or assign to Client: (1) all proprietary information or materials in Agency's possession or control belonging to Client, subject, however, to any rights of third parties; and (2) all contracts with third parties, including advertising media or others, upon being duly released by Client and any such third party from any further obligations.

10. Conflict Standards; Nonsolicitation.

a. Agency shall not accept appointment as a marketing, creative services and media agency, including the provision of any advertising, design, public relations, direct marketing, interactive, marketing strategy, media, or any other marketing communications services to any other company, organization, or entity for product or service offerings competitive with those identified in the Scope of Work, without the express written permission of Client.

b. During any term of this Agreement and for a period of three (3) years after the completion of any work or services pursuant hereto, neither party shall (i) contact, solicit, divert or take away the other's Employees, Vendors or Consultants, whose names or identities were known to the Consultant through any means during the Agreement term, or attempt to cause any of the other's Employees, Vendors or Consultants to refrain from working for or providing goods or services to, the other; or (ii) assist any other person or persons in an attempt to do any of the foregoing.

11. Amendments. Any amendments to this Agreement must be in writing and signed by Agency and Client.

12. Notices. Any notice shall be deemed given on the day of receipt if notice is transmitted by postal mail or commercial courier, or upon the date of transmission if transmitted electronically.

12. Governing Law; Dispute Resolution; Prevailing Party. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio, without regard to its principals of conflicts of laws. Jurisdiction and venue for resolution of all disputes arising out of this Agreement shall be in Cuyahoga County, Ohio.



MASTER AGENCY SERVICES AGREEMENT

IN WITNESS WHEREOF, Agency and Client have executed this Agreement:

City of Cleveland Heights

Big Parka Productions, Inc. d/b/a
Little Jacket

Tanisha Briley, City Manager

Roger Frank, Managing Partner

Date

Date

Approved as to
form:

L. James Juliano, Jr. Director of Law
Authorized by Resolution No. -2019

It is hereby certified that the amount required to meet the contract, agreement, obligation, payment, or expenditure for the above agreement has been lawfully appropriated for such purpose and is in the Treasury or in process of collection to the credit of an appropriate fund free from any previous encumbrances.

Laurie Sabin, Director of Finance

Date: _____

SCOPE OF WORK

City of Cleveland Heights | 2019 Marketing and Branding Initiative

Little Jacket will work with the City of Cleveland Heights to develop a comprehensive brand marketing campaign to attract and retain businesses and residents while enhancing the general perception of the City.

1. Increase the visibility and awareness of the City of Cleveland Heights to a broader audience communicating all the diverse and unique offerings of the City.
2. Position Cleveland Heights as the destination of choice to live, visit, shop, dine, work or start a business.
3. Communicate the economic development toolbox for attracting businesses to CH (starting with the CRA).

Services

Marketing/Branding Strategy
Connection Planning
Creative Direction
Ad creation
Copywriting
Design
Project Management
Media Relations/Pitching
Media Planning and Buying

Deliverables

Marketing and Connection Plan
Messaging Strategy
Updated ads, Press Releases
Creative Deliverable
Media Buy, Implementation and Tracking
Earned Media
Website Consultation
Social Media Strategy and Implementation

Actions

Discovery	Identify key audiences, hone message to key audiences, develop six-month marketing plan in addition to 18 to 36 month plan.
Exploration	Campaign development -- touchpoint and connection plan, messaging strategy, and creative exploration
Execution	Campaign execution