CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION

DATE: September 16, 2019

ITEM: **Resolution** - Approving the Professional Services Agreement between the City of West Des Moines and Metre.

FINANCIAL IMPACT: Expense not to exceed $30,000 to be paid from available funds in the Community and Economic operating budget.

BACKGROUND:

GoWest is a branding campaign developed to promote the community during the Solheim Cup golf tournament in the summer of 2017. To further support the branding efforts, the website was launched in 2018.

The Council is being asked to approve the professional services agreement with Metre Agency located in LaCrosse, Wisconsin. The agency was selected following a Request for Proposal process. Eight proposals were received from a variety of local, Iowa, and out-of-state marketing firms. These proposals were scored by staff and a selection committee with vested interest in communication and business attraction. The three top-scoring firms were then interviewed by the same staff and committee member. Metre Agency was ultimately selected for their video, content, creative, and social media knowledge and strategy suggestions.

The City retains professional service providers based on their past work experience, qualifications of their staff, familiarity with the project, available staff and past performance. Once a firm has been selected based on the criteria, City staff negotiates a fee with the consultant for City staff negotiate a fee with the service provider for performing the desired scope of services.

OUTSTANDING ISSUES (if any): None

RECOMMENDATION: That Council approve the Resolution to authorize the City Manager to execute the Contract with Metre Agency.

Lead Staff Member: **Rachel Wacker, Business Development Coordinator**

STAFF REVIEWS

Department Director	Clyde Evans, Community and Economic Development Director
Appropriations/Finance	Tim Stiles, Finance Director
Legal	Richard Scieszinski, City Attorney
Agenda Acceptance	

PUBLICATION(S) (if applicable)

Published In	na
Dates(s) Published	na

SUBCOMMITTEE REVIEW (if applicable)

Committee	Finance & Administration		
Date Reviewed	May 10, 2019		
Recommendations	X Yes	No	NA

metre

AGREEMENT between Metre ("Agency"), and City of West Des Moines ("Client").

Date:_____20_

1. Appointment

   Client appoints Agency as Client's advertising agency in connection with the products and/or services of Client described in Schedule 1, attached hereto, for a term ("Term") as hereinafter provided.

2. Scope of Advertising Services

   Agency will provide Client with the advertising services provided in Schedule 2, attached hereto. Should Client request Agency to perform additional services beyond what is provided in Schedule 2, Agency and Client will negotiate in good faith with respect to the terms, conditions, and compensation for such additional services. Any agreement for additional services will be set forth in writing and considered an addendum to this Agreement.

3. Ownership

   All campaigns, trademarks, service marks, slogans, artwork, written materials, drawings, photographs, graphic materials, film, music, transcriptions, or other materials that are subject to copyright, trademark, patent, or similar protection (collectively, the "Work Product") produced by Agency are the property of the Client provided: (1) such Work Product is accepted by the Client within twelve (12) months of being proposed by Agency; and (2) Client pays all fees and costs associated with creating and, where applicable, producing such Work Product. Work Product that does not meet the two foregoing conditions shall remain Agency's property.

   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 remains with the licensor at the conclusion of the term of the license. In such instances, Client agrees that it remains bound by the terms of such licenses. Agency will keep Client informed of any such limitations.

4. Term

   The term of this Agreement shall commence on the date provided in Schedule 1 ("Commencement Date") and shall terminate on October 1, 2021. Either party may terminate prior to October 2021 for any reason upon ninety (90) days' prior written notice ("Notice Period"). Notice shall be deemed given on the day of mailing. During the Notice Period, Agency's rights, duties, and responsibilities shall continue.

   Upon termination, Agency will transfer and/or assign to Client: (1) all Work Product 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. Client recognizes that Agency is a signatory to certain union agreements covering talent used in broadcast materials, which generally cannot be assigned except to signatories to such collective bargaining agreements governing the services rendered by such talent.

5. Compensation and Billing Procedure

   Agency will be compensated and Client will be billed as provided in Schedule 3, attached hereto.

6. Confidentiality and Safeguard of Property

   Client and Agency respectively agree to keep in confidence, and not to disclose or use for its own respective benefit or for the benefit of any third party (except as may be required for the performance of services under this Agreement or as may be required by law), any information, documents, or materials that are reasonably considered confidential regarding each other's products, business, customers, clients, suppliers, or methods of operation; provided, however, that such obligation of confidentiality will not extend to anything in the public domain or that was in the possession of either party prior to disclosure. Agency and Client will take reasonable precautions to safeguard property of the other entrusted to it, but in the absence of negligence or willful disregard, neither Agency nor Client will be responsible for any loss or damage.

metre

7. Indemnities

Agency agrees to indemnify and hold Client harmless with respect to any claims or actions by third parties against Client based upon material prepared by Agency, involving any claim for libel, slander, piracy, plagiarism, invasion of privacy, or infringement of copyright, except where any such claim or action arises out of material supplied by Client to Agency.

Client agrees to indemnify and hold Agency harmless with respect to any claims or actions by third parties against Agency based upon materials furnished by Client or where material created by Agency is substantially changed by Client. Information or data obtained by Agency from Client to substantiate claims made in advertising shall be deemed to be "materials furnished by Client." Client further agrees to indemnify and hold Agency harmless with respect to any death or personal injury claims or actions arising from the use of Client's products or services.

8. Commitments to Third Parties

All purchases of media, production costs, and engagement of talent will be subject to Client's prior approval. Client reserves the right to cancel any such authorization, whereupon Agency will take all appropriate steps to affect such cancellation, provided that Client will hold Agency harmless with respect to any costs incurred by Agency as a result.

If at any time Agency obtains a discount or rebate from any supplier in connection with Agency's rendition of services to Client, Agency will credit Client or remit to Client such discount or rebate.

For all media purchased by Agency on Client's behalf, Client agrees that Agency shall be held solely liable for payments only to the extent proceeds have cleared from Client to Agency for such media purchase; otherwise, Client agrees to be solely liable to media ("Sequential Liability"). Agency will use its best efforts to obtain agreement by media to Sequential Liability.

9. Amendments

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

10. Notices

Any notice shall be deemed given on the day of mailing or e-mailing.

11. Governing Law

This Agreement shall be interpreted in accordance with the laws of the State of Iowa. Both parties agree that jurisdiction and venue shall be solely within the State of Iowa.

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

Metre

By:_____Date:_____

Name:_____

Title:_____

City of West Des Moines

By:_____Date:_____

Name:_____

Title:_____

metre

West Des Moines Digital Marketing Services Work Schedule 1
September 2019

Metre will provide the following list of deliverables to West Des Moines:

1. Market research
2. Brand and content strategy
3. Brand content
4. Social media and digital media execution and consultation
5. Results reporting

metre

West Des Moines Digital Marketing Services Work Schedule 2
September 2019

September 2019 – November 2019
Research & Discovery

- Meetings with the staff
- Audit of existing research and brand elements
- Collection and analysis of regional city brand positioning
- Development and execution of community input sessions, focus groups, stakeholder interviews, and/or surveys

$6,000 Investment

November 2019 – January 2020
Brand & Content Strategy

- Presentation of research key findings and analysis to staff
- Development of West Des Moines brand story (key themes, tone, and positioning)
- Development of strategic brand and content objectives
- Development of communication strategy and 12-month calendar (for social and digital)

$6,000 Investment

January 2020 – March 2020
Content Creation

- Creation of a campaign headline
- Creation of key messaging points
- Creation of graphics, videos, and a photo library
- Copywriting
- Presentation of all of the above to the staff

$9,000 Investment

March 2020 – September 2021
Social Media & Digital Execution

- Ongoing content scheduling and content development assistance.
- Ongoing development of strategies to increase following among various social media platforms
- Support in tracking current events/relevant content to deliver over social media platforms
- Ongoing review and recommendations for upgrades to all GoWest digital assets including but not limited to gowestdesmoines.com, video (VLOG), social media platform, SEO and content strategy
- Ongoing identification of opportunities to improve website functionality and digital tools, such as multiple listing services, real time data plugins and interactive mapping that improves user experience
- Results tracking and reporting

$9,000 Investment

$30,000 Total Investment

metre

West Des Moines Digital Marketing Services Work Schedule 3
September 2019

Metre will bill West Des Moines monthly, as time is incurred, in the first week of each month. Billing will begin October 1, 2019 and will terminate on October 1, 2021.

Amount to be billed will not exceed the total budget of $30,000.