

3.11.2021

Sauk County, WI

Statement of Work + Services Agreement

Prepared by:

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Prepared for:

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Scope: Brand Development & Marketing Strategy Services

The primary objective of this engagement is to work closely with the Sauk County team to deliver the services of research, planning, creative brand development, management, reporting, and account management, as well as creative execution on the client approved media placements outlined below.

Belo + Company will serve as Sauk County's brand marketing consultant to develop a distinctive brand identity that will define the County to prospective businesses, residents and visitors. The initial focus will be primarily on driving tourism with residential growth and economic development being ancillary and long term goals. The brand identity will emerge through a process that identifies Sauk County's existing mix of business, cultural, infrastructural, economic and social assets and leverages these to craft a unique, compelling message for target audiences. The brand values will help Sauk County gain a consistent and county-wide reputation outside of the Wisconsin Dells brand and clearly articulate what differentiates Sauk County from other regions in the state.

Campaign Goals:

- The branding and marketing initiative is the first step in a larger vision that will see the integration and reorganization of community resources and agencies into a regional approach, positioning Sauk County to take advantage of opportunities for future growth.
- The program should support not only recruitment of economic development targets but also be used as a tool to strengthen collaboration between the County and other local agencies (municipalities, chambers of commerce, community groups) with related visions and goals.
- Unify the County's collateral design language.

Phase 1: Immersion + Audience Intelligence Study

This is the phase where we begin by fully immersing ourselves in Sauk County through exploration of your county, brand, people, culture, and businesses. We meet with key stakeholders to understand current challenges, determine what success looks like, and set expectations.

High-level overview of deliverables/action items (please see the RFP response for details):

- Immersion
- Research Review & Analysis
- Communications Review
- Competitive Review
- Audience Intelligence Study
- Asset Review
- Boots on the ground
- Insight Groups

What to expect when we leave market:

- All video and audio recordings are transcribed and prepared for analysis
- B+C team reviews and analyzes all data and secondary research
- Strategic framework development for the County brand
- A team briefing is conducted with detailed findings, recommendations, and creative direction for brand



Phase 2: Brand Development

Using all of the information gathered and analyzed from Phase 1, there are two deliverables that will come out of this phase, each with a very specific purpose, but all working together to provide the strategic foundation of the brand.

High-level overview of deliverables (please see the RFP response for details):

- Brand Platform
- Brand Connection Map

Phase 3: Ideation + Creative Development

Ideation and creative development bridges the gap from “what-if” scenarios to actual creative concepts that deliver on the Sauk County brand. Because we believe a brand is more than a logo, it is important that you are able to visualize how this brand can be applied to various applications. We reserve the right to produce other creative marketing communication pieces to help show you how to embrace the new county brand.

High-level overview of deliverables (please see the RFP response for details):

- No less than 3 creative brand concepts based on findings
 - Logo, identity system (business cards, letterhead, envelopes), color palettes, conceptual advertising and other design components that we will uncover throughout this process with you.
- Execution on chosen brand concept
 - Together, we will select a direction and discuss revisions. B+C will make the necessary revisions to the selected direction and work closely with your team on delivering final files needed for your team to implement across the various county platforms.

Phase 4: Brand Standards + Toolkit Development

Our ultimate goal is to be an extension of your marketing team and help deploy, manage and measure the success of the marketing program. Our job is to help you take good ideas and bring them to life with a measurable plan that works within your budget.

High-level overview of deliverables (please see the RFP response for details):

- Brand style guide
- Brand toolkit

Phase 5: Implementation of Matrix Development

Our team will work closely with you to develop a comprehensive implementation matrix and budget. We are comfortable working with all budget sizes and will develop this matrix based on your budgets and your timing. Take the pressure off yourself, a brand rollout is just that—a thoughtful way to deliver the brand to the right audience at the right time.

High-level overview of deliverables (please see the RFP response for details):

- Development of a comprehensive implementation matrix and budget
- Strategy for brand rollout



Timeline + Term

Time estimates do not reflect Sauk County's internal approval process. Together, we will determine a detailed timeline during the project kickoff. Any adjustments to timeline will be written and mutually agreed upon by both parties.

Project/Services Start Date: 04/15/2021

Project/Services Term: 4 months

Project/Services End Date: 08/16/2021

Preliminary Requirements + Assumptions

- Access to Google Analytics, Ads, and Tag Manager
- Access to existing brand documentation, guidelines, and customer research
- Access to updated branding assets, photos, videos, etc. prior to project start
- Client will be available for meetings and/or conference calls with B+C as needed
- Deliverables are subject to change based on client needs and approvals
- Hard costs such as production, installations, purchase of fonts or stock photography, videography, music licensing, etc. are not included in cost. Separate estimates will be provided for approval before making any purchases on Sauk County's behalf.

Details + Deliverables

Elements	Actions
Phase 1: Immersion + Audience Intelligence Study	<ul style="list-style-type: none">• Immersion insight groups via Zoom meetings• B+C in-market immersion / culture & place understanding• Audience intelligence study
Phase 2: Brand Development	<ul style="list-style-type: none">• Create and deliver brand platform• Create and deliver brand connection map
Phase 3: Ideation + Creative Development	<ul style="list-style-type: none">• Create and present 3 brand concepts• Up to two (2) rounds of revisions to chosen concept• Delivery of final files to client as needed for County implementation
Phase 4: Brand Standards + Toolkit Development	<ul style="list-style-type: none">• Create and deliver a brand style guide• Develop and deliver a brand toolkit
Phase 5: Implementation Matrix Development	<ul style="list-style-type: none">• Develop a comprehensive implementation matrix and budget• Develop and deliver a strategy for brand rollout
Ongoing	<ul style="list-style-type: none">• Account management and project management• Client status meetings, as needed



Pricing

We promise to always be open and fair with our project pricing—working with you and your team to find ways to save money and keep costs down. With our blended \$185/hourly rate, we will bill our services evenly across a four month term. Any media associated with this scope of work will be billed as it runs. Pricing for this Statement of Work:

TOTAL PROJECT HOURS: 640				
Phase 1	Phase 2	Phase 3	Phase 4	Phase 5
\$40,000	\$23,000	\$35,000	\$12,000	\$8,000
Total Project Cost: \$118,000 <i>*plus all applicable fees & taxes</i>				

This Statement of Work and Services Agreement (the "Agreement") shall govern the provisioning of marketing services and paid media orders to Sauk County, WI by The B+C, Inc, d/b/a Belo + Company ("B+C"). This Agreement specifically describes the Services and Deliverables sought, indicates the quantity to be purchased, sets forth the delivery schedule and/or term, sets the agreed price, and the terms of service. A signature constitutes the approval for purchase of the Agreement. Work will not commence until the signed Agreement has been received and executed by an authorized representative.

ACCEPTED BY CLIENT REPRESENTATIVE:

Name Brent L Miller

Signature 

Title Administrator

Date 4/07/2021

APPROVED BY B+C REPRESENTATIVE:

Name Billy Kulkin

Signature 

Title Chief Growth Officer

Date 4/06/2021



Terms of Service

1. **Purchase Terms.** Pursuant to this Statement of Work and Services Agreement (this "Agreement"), The B+C, Inc., d/b/a Belo + Company (the "Company") shall provide and you (the "Purchaser") shall purchase certain goods and services (the "Goods and Services"). This Agreement more specifically describes the Goods and Services sought, indicates the quantity to be purchased, sets forth the delivery schedule and/or term for each of the Goods and Services purchased and sets the purchase price.

2. **Disclaimer of Warranties.** The Company has made no affirmation of fact or promise relating to the Goods and Services identified for purchase that has become any basis of this bargain. Further, the Company has made no affirmation of fact or promise relating to the Goods and Services being sold that created or amounted to an express warranty that the Goods and Services would conform to any such affirmation or promise. Any description of the Goods and Services in this Agreement is for the sole purpose of identifying the Goods and Services, and the description of the Goods and Services has not been made part of the basis of the bargain and has not created an express warranty that the Goods and Services would conform to any description made by the Company other than what is stated in the Statement of Work contained within this Agreement ("SOW"). It is specifically agreed that the Goods and Services sold by the Company are sold without any implied warranty, including, but not limited to, any implied warranty of merchantability or fitness for a particular purpose or noninfringement. The Goods and Services are sold on an "As Is" basis. Notwithstanding any provision of this Agreement to the contrary, Purchaser acknowledges and agrees that Purchaser (and not Company or any Company personnel) shall be solely responsible for compliance by Purchaser's website(s) with all applicable laws and regulatory requirements, including but not limited to consumer or end-user privacy or accessibility rights under the California Consumer Privacy Act, the European Union General Data Protection Regulation, the American with Disabilities Act and analogous laws and regulatory requirements of any local, state, federal or foreign jurisdiction.

3. **Limitation of Liability.** The Company shall have no liability with respect to its obligations under this Agreement for consequential, punitive, exemplary or incidental damages including, but not limited to damages for loss of business profits, business interruption, loss of business information or any other pecuniary loss, even if it has been advised of the possibility of such damages. The Company's aggregate liability for any cause of action asserted with respect to its provision of the Goods and Services or its obligations under this Agreement shall not exceed the sum of the amounts actually paid by Purchaser as consideration hereunder during the twelve (12) months immediately preceding the date on which the facts creating such liability arise. THE LIMITATION SET FORTH IN THE PRECEDING SENTENCE IS CUMULATIVE AND ALL PAYMENTS UNDER THIS AGREEMENT WILL BE AGGREGATED TO CALCULATE SATISFACTION OF SUCH LIMITATION; FOR PURPOSES OF THIS PARAGRAPH, THE TERM AGGREGATE LIABILITY WILL INCLUDE, WITHOUT LIMITATION, ATTORNEYS' FEES; THE EXISTENCE OF MULTIPLE CLAIMS WILL NOT ENLARGE THE LIMITATION SET FORTH IN THE PRECEDING SENTENCE. In addition, the Company shall not be liable for any damage caused by any interruption of Internet or telecommunication service or any breach of Internet security beyond the reasonable control of the Company. The parties hereby agree that this paragraph represents a reasonable allocation of risk and that the Company would not provide the Goods and Services on the terms set forth herein but for such allocation of risk.

4. **Payment.** Purchaser shall pay all setup fees upon submission of this sales order. Invoices are generated on a monthly basis and sent to the below billing contact:

Jared Pinkus
Community Development Coordinator
Jared.pinkus@saukcountywi.gov
608.355.4840
505 Broadway
Baraboo, WI 53913

ALL ACCOUNTS MORE THAN 45 DAYS PAST DUE SHALL INCUR A DELINQUENCY CHARGE EQUAL TO ONE AND ONE-HALF PERCENT (1-1/2%) PER MONTH OF THE OUTSTANDING BALANCE, OR THE HIGHEST LAWFUL RATE PERMITTED BY APPLICABLE STATE LAW, WHICHEVER IS LESS. The total sales order price, delinquency charges and applicable taxes for the Goods and Services (the "Full Purchase Amount") shall be payable as indicated on this Agreement. The Company reserves the right, in addition to and without limitation on any other remedies to which it may be entitled by Agreement, law or otherwise, to assess a 25% cancellation penalty in the event that this Agreement is terminated. If Purchaser has not paid the Full Purchase Amount when payment is due, the Company may at its option, and in addition to any other remedies to which it may be entitled, without limitation on such remedies, terminate this Agreement in its sole discretion and retake possession of or discontinue Purchaser's access to the Goods and Services. In such an event, the Purchaser will forfeit any sums previously paid for the Goods and Services and shall be liable to the Company for all expenses associated therewith, including applicable shipping and handling charges, collection expenses and attorneys' fees. The Purchaser shall receive written notice from the Company at least three (3) calendar days before such forfeiture and retaking so that the Purchaser may pay the outstanding balance within such three (3) day period in order to prevent such forfeiture and retaking. Upon full payment by Purchaser of the full Purchase Amount, Purchaser shall receive a license to use the Goods and Services as set forth in Section 6. The Purchaser shall provide the Company with a copy of any tax exemption certificate for the "Ship To" location, if any exemption from sales or use taxes is claimed by the Purchaser.



5. Risk of Loss. Purchaser bears the risk of loss upon the earlier receipt of the Goods and Services by the Purchaser or shipment of the Goods and Services by the Company to a third party courier for delivery to the Purchaser.

6. License. Upon full payment to Company (pursuant to Section 4) for the Goods and Services, Purchaser, for no additional or separate license cost, will receive a non-transferable, non-assessable, royalty-free, license to use the Goods and Services (subject to any term therefore as set forth herein), operating on Purchaser's platform/system for Purchaser's personnel. Purchaser shall not, at any time, reverse engineer, reproduce, create derivative works, transfer, assign, distribute, service bureau, sell, resell, or sublicense all or any portion of the Goods and/or Services or any portion thereof or allow any third party to do the same.

7. Representations, Warranties and Indemnification. The Purchaser and the Company represents and warrants that it is the owner or has the full licensing rights and all other necessary authority to use all content and materials (including, without limitation, copyrights, trademarks and other intellectual property rights) provided to the Company or the Purchaser for use as content in the Goods and Services, and that such use does not violate any copyright, trademark or other intellectual property rights of any other person or entity. The Purchaser and the Company agrees that the Company and the Purchaser may identify the Purchaser as a client in any of its advertising or other promotional materials or activities.

8. Non-solicitation of the Company's Employees. During the term of this Agreement, and for a period of 12 months after this Agreement is terminated by either party hereto, the Purchaser shall not solicit the employment of, employ, or Agreement with, any of the Company's then-current personnel with whom Purchaser had contact under this Agreement.

9. No Waiver. No failure or delay by the Company in exercising any right, power or privilege given by any provision of this Agreement shall operate as a waiver of the provision. Additionally, no single or partial exercise of any right, power or privilege shall preclude any other or further exercise of that or any other right, power or privilege.

10. Jurisdiction & Venue. The parties hereby agree that the venue and jurisdiction for is hereby limited to the State and Federal Courts of either Texas or Wisconsin and shall be selected by the filing party. The parties further agree that all causes of action shall be brought in the same suit irrespective of the filing parties selection of venue and jurisdiction.

11. Notices. Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be delivered by hand; sent by certified U.S. mail, cable, telex, telegram, facsimile transmission or electronic mail; or delivered by overnight or similar delivery service, fees prepaid, to the party to whom such notice is to be given. All notices given under this Agreement shall be deemed received three (3) calendar days after deposit in the United States mail if sent via certified mail, on the date of actual delivery if sent via overnight courier, and on the date of actual transmission or delivery if sent via cable, telex, telegram, facsimile transmission or electronic mail or if delivered personally. Notices to the Purchaser and the Company shall be given at the respective addresses set forth in this Agreement. A party may change its addresses for notice by informing the other of the change in writing.

12. Force Majeure. Neither party shall be liable for any delays or failure to perform any of its obligations hereunder due to any causes or contingencies beyond each such non-performing party's control including without limitation, fires, accidents, Acts of God, war, strikes or other labor disputes, governmental actions, orders, or regulations, and any and all other similar matters beyond the control of the parties, except that nothing in this Paragraph eliminates the obligation or extends the due date for payments for Goods and Services due to the Company under this Agreement.

13. Remedies. No remedy conferred by any of the specific provisions of this Agreement is intended to be exclusive of any other remedy and each and every remedy shall be cumulative and in addition to every other remedy given hereunder, now or hereafter existing at law or equity or by statute or otherwise. THE PURCHASER HEREBY AGREES THAT MONETARY DAMAGES MAY NOT BE ADEQUATE TO REMEDY BREACHES OF THIS AGREEMENT AND EXPRESSLY AGREES THAT THE COMPANY MAY OBTAIN AN INJUNCTION OR OTHER EQUITABLE REMEDY TO PROTECT ITS RIGHTS HEREUNDER.

14. Entire Agreement. The Purchaser acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions. Further, the Purchaser agrees that this Agreement constitute the complete and exclusive agreement between the parties with respect to the matters contained herein, and that such Agreement supersedes and replaces all other documents including, without limitation, oral or written agreements and all other communications between the parties relating to the Goods and Services.

15. Severability. If any part of this Agreement is found to be prohibited by law, the remainder shall remain valid and enforceable.

16. Counterpart Execution. This Agreement may be executed in multiple counterparts, which shall have the same force and effect as an original. Telecopied or faxed copies of signatures shall be effective and shall bind the party signing in that manner.

17. Successors and Assigns. This Agreement shall be binding on, and shall inure to the benefit of the parties' respective heirs, successors and assigns, if any. The Purchaser may not assign its rights under this Agreement without first obtaining the written consent of the Company, such consent not to be unreasonably withheld.

18. Construction of Agreement. Each party has participated fully in the drafting, review and revision of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this



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Agreement.

19. **Term and Termination.** This Agreement may be terminated (i) by either party upon 30 days written notice with our standard cancellation policy and penalty; (ii) by either party for any material breach of this Agreement that is not cured within 15 days of the breaching party's receipt of notice specifying the breach; (iii) by the Company immediately upon notice that the Purchaser is or may be insolvent or bankrupt; or (iv) by the Company immediately upon the Purchaser's failure to make any payment required under this Agreement. The Company shall retain all monies paid to the Company prior to any termination of this Agreement. In the event that this Agreement is terminated and there remains unpaid or outstanding some or all of the Full Purchase Amount due with respect to any Goods and Services due through and including the original term of service (a "Service Term") with respect to any Goods and Services, within 14 days of the effective date of any termination of this Agreement, the Purchaser shall pay an amount to the Company equal to the Full Purchase Amount, less, only in the event this Agreement is terminated by Purchaser pursuant to sub clause (ii) above, the value of any portion of the Goods and Services that remains uncompleted as determined in the sole discretion of the Company; provided, however, that if Purchaser is making installment payments on the Full Purchase Amount pursuant to this Agreement, then upon the termination of this Agreement by either party for any reason all unpaid installment payments shall accelerate and become due and payable to the Company immediately. Upon expiration of a Service Term for any particular Service, such Service Term will automatically renew for a successive 12 month term unless terminated by either Party upon written notice delivered in accordance with Section 11 above at least 30 days but not more than 60 days prior to expiration of the then existing Service Term.

20. **Travel.** The Purchaser agrees to reimburse the Company for reasonable travel expenses incurred in support of this Digital Marketing Agreement. Reasonable travel expenses may include, but are not limited to, airfare, unbundled air services and airport charges, hotel/lodging, transportation, mileage, parking, tolls and meals. The Company will provide estimated travel costs to the Purchaser for written approval prior to costs being incurred; actual costs may be within +/- 10% of estimate. Related receipts will be provided to the Purchaser upon request.

21. **Stock Photography and Video.** If Purchaser decides to use the stock photography in a finished work, whether online or offline, Purchaser agrees to pay the Company \$75 for each Standard image used in digital final files and \$150 for printed final files. Standard stock videos will be billed at \$150 per video. Standard audio files will be billed at \$75 per audio file. All Premium images, videos, and audio files will be quoted separately. Fees for these images and/or videos will be in addition to the fees quoted in this Agreement.

22. **Fonts.** The Company is licensed to use a number of different fonts in its completed works. However, the Company cannot transfer the license of these fonts to Purchaser. If Purchaser would like to use any font that was used in a finished work, Purchaser agrees to purchase a license to the font for its own use. Purchaser may purchase a license to the font directly or the Company may purchase a license to the font and bill for it separately.

23. **Third-party Fees.** Quoted prices in this Agreement include all of the Company's services plus any third-party costs indicated in this Agreement. While the Company does not anticipate any costs outside those in this Agreement, items not included are photography (stock or custom), travel, photocopies, file storage/devices, express mail, other courier services, third-party fees, etc., unless specifically indicated as a line item in this Agreement. All work outside of the scope of this Agreement will require an approved estimate by Purchaser before work commences.

24. **Expenses.** Purchaser will reimburse the Company for pre-approved expenses arising from this Agreement, including the payment of any sales or use taxes due on the Goods and Services provided under this Agreement.

25. **Taxes.** Sauk County and its departments are exempt from payment of all federal tax and Wisconsin state and local taxes on its purchases except Wisconsin excise taxes as described below. Sauk County, including all its departments, is required to pay the Wisconsin excise or occupation tax on its purchase of beer, liquor, wine, cigarettes, tobacco products, motor vehicle fuel and general aviation fuel. The County is exempt from payment of Wisconsin sales or use tax on its purchases. Sauk County may be subject to other states' taxes on its purchases in that state depending on the laws of that state. Vendors performing construction activities are required to pay state use tax on the cost of materials.

26. **Entire Agreement.** These Standard Terms and Conditions shall apply to any contract or order awarded as a result of this request. Special requirements of a resulting contract may also apply. The written contract and/or order with referenced parts and attachments shall constitute the entire agreement, and no other terms and conditions in any document, acceptance, or acknowledgment shall be effective or binding unless expressly agreed to in writing by the County.

27. **Antitrust Compliance.** Those parties contracting with the County, or submitting bids under this Request for Bid, certify that with respect to all aspects of this bid and any subsequent agreement they have complied and will comply with all Federal and State Anti-Trust and Restraint of Trade laws and regulations. FURTHERMORE, said party agrees to defend and hold harmless the County of Sauk against any claims to the contrary.

28. **Nondiscrimination/Affirmative Action.** The vendor agrees, in accordance with Sec. 111.321, Wis. Stats. not to discriminate against any person, whether an applicant or recipient of services, an employee, or applicant for employment, on the basis of age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, national origin, cultural differences, ancestry, physical appearance, arrest record or conviction record, military participation or membership in the national guard, state defense force or any other reserve component of the military forces of the United States, or political beliefs. The vendor shall provide a harassment-free work environment.



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These provisions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, training, including apprenticeships, rates of pay or other forms of compensation. Failure to comply with these Terms and Conditions may result in the vendor being debarred, termination of the contract and/or withholding of payment.

29. Licensure, Certification, and Statutory Requirements. Contractor is responsible to comply with all statutory rules and regulations. All federal, state, and local laws, rules, and regulations governing the goods or service described in the specification will apply and will be deemed incorporated into the contract. These requirements shall be at contractor's expense. When required any and all permits and inspections shall be included in the bid price and shall not be an additional cost to the County.



