

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2015 – 193

By: Mayor Perciak and Mr. Southworth

**AN ORDINANCE AUTHORIZING THE MAYOR AND DIRECTOR OF RECREATION & SENIOR SERVICES TO ENTER INTO A CITY MARKETING PLATFORM AGREEMENT FOR PROFESSIONAL ADVERTISING AGENCY, MARKETING AND RELATED CONSULTING SERVICES IN CONNECTION WITH PROMOTION OF RECREATION DEPARTMENT PROGRAMS, EVENTS AND BULLETINS, AND DECLARING AN EMERGENCY.**

WHEREAS, as authorized by Resolution No. 2015-106, the City, through its Department of Recreation & Senior Services, has advertised for proposals for professional advertising agency, marketing and related consulting services in connection with the City's promotion of its Recreation and Senior Department programs; and

WHEREAS, the City has received one (1) proposal from a company having substantial experience in such marketing and consulting, and which is recommended by the City's Director of Recreation & Senior Services, due to such proposal being advantageous, competitive, in compliance with the specifications required by the City through its RFP, and in the best interests of the City; and

WHEREAS, Council is, therefore, desirous of proceeding to award and enter into a contract for such services for a two (2) year period and in accordance with the RFP, the proposal received, and the proposed contract document attached hereto as Exhibit A and incorporated herein by reference.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF STRONGSVILLE, COUNTY OF CUYAHOGA AND STATE OF OHIO:

**Section 1.** That this Council finds and determines that the proposal submitted by **HOME TEAM MARKETING, LLC** for professional advertising agency, marketing and related consulting services in connection with the City's promotion of its Recreation Department programs, events and bulletins for a two (2) year period, meets the requirements set forth in the request for proposals on file in the office of the Director of Recreation & Senior Services, is in compliance with the applicable requirements for proposals and contracts established by the laws of the City and the State, and is the lowest and best proposal for the contract. All other proposals for this contract, if any, are hereby rejected.

**Section 2.** That the Mayor and Director of Recreation & Senior Services be and hereby are authorized and directed to enter into a contract with **HOME TEAM**

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**MARKETING, LLC.** for professional advertising agency, marketing and related consulting services in connection with promotion of Recreation Department programs, events and bulletins, substantially in the form which is reflected in the attached Exhibit A, but as may be adjusted and approved by the Law Director, and with fees in an amount equal to the percentage of net revenue received as set forth in the proposed Agreement.

**Section 3.** That the funds necessary for the purposes of said contract have been appropriated for the year 2015, and shall be paid now and in future contract years pursuant to lawful appropriation ordinances, all from the Multi-Purpose Complex Fund, into which revenues from the operation of the Agreement shall be deposited.

**Section 4.** That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council; and that all deliberations of this Council, and any of its committees, that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

**Section 5.** That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare of the City, and for the further reason that it is immediately necessary to enter into said contract in order to promote City recreation programs, events and bulletins and to increase revenues with regard thereto from advertising, sponsorships and donors, to provide continuity in the operation of the Recreation Department, and to conserve public funds. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

Michael J Daymut  
President of Council

Approved: Thomas B Zuer  
Mayor

Date Passed: September 21, 2015

Date Approved: September 22, 2015

	<u>Yea</u>	<u>Nay</u>
Carbone	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Daymut	<input checked="" type="checkbox"/>	<input type="checkbox"/>
DeMio	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Dooner	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Maloney	<u>Absent</u>	<input type="checkbox"/>
Schonhut	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Southworth	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Attest: Aimee Pientko  
Clerk of Council

ORD. No. 2015-193 Amended: \_\_\_\_\_  
 1st Rdg. 09-21-15 Ref: \_\_\_\_\_  
 2nd Rdg. Suspended Ref: \_\_\_\_\_  
 3rd Rdg. Suspended Ref: \_\_\_\_\_

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Pub Hrg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 Adopted: 09-21-15 Defeated: \_\_\_\_\_



5 International Drive, Suite 120  
Rye Brook, NY 10573  
phone: 914.214.4653  
fax: 914.618.4098  
info@hometeammarketing.com

## CITY Marketing Platform Agreement

Date: August \_\_\_\_\_, 2015

Description: Home Team Marketing (HTM) – Strongsville Parks, Recreation & Senior Services

Client: City of Strongsville  
(Strongsville Parks, Recreation & Senior Services) (“Client”)  
Bryan Bogre  
Director of Parks, Recreation & Senior Services  
Bryan.bogre@strongsville.org  
440.580.3262

THIS NON-EXCLUSIVE TECHNOLOGY LICENSING AND MARKETING CONSULTING AND REPRESENTATION AGREEMENT (this “Agreement”) is executed as of \_\_\_\_\_ (the “Effective Date”), by and between the City of Strongsville (Strongsville Parks, Recreation & Senior Services) (“Client”) and Home Team Marketing, LLC (“HTM”). Both Client and HTM may be referred to individually as “Party” and collectively as “Parties”.

WHEREAS, Client has agreed to establish the HTM City Marketing Platform as a non-exclusive channel, subject to the non-circumvention requirements of Section 10 herein, for purposes of securing and executing agreements with third party (corporate, individual or otherwise) sponsors, donors and advertisers (“Contributors”) for Client events and venues, and Client’s tri-annual bulletin (each, an “Event” or the “Venue” and such services provided by HTM as non-exclusive representative, subject to Client’s non-circumvention, the “Promotional Services”); and

WHEREAS, HTM shall seek sponsorship, donor and advertising opportunities for each Event and Venue, and for the Bulletin, through the use of the HTM’s Internet-based sponsorship portal (the “Sponsorship Portal”) and through the marketing support tools provided to the City as part of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

## SECTION 1. Term of Agreement; Sponsorship, Donor and Advertising Offers.

- (a) The term of this Agreement shall commence on the Effective Date and end on the second (2<sup>nd</sup>) anniversary of the Effective Date unless terminated earlier or extended in accordance with the terms of this Agreement (such period, the "Term"). The Term will automatically be extended for one (1) additional twelve-month period unless either Party provides the other Party with written notice to terminate this Agreement at least ninety (90) days prior to the end date of the Term then in effect.
- (b) The Parties hereby agree that the terms of any sponsorship, donor or advertisement offer received by HTM and the identity of the prospective Sponsor, Donor or Advertiser shall be promptly transmitted to Client. Client shall have the right to reject such offer(s), within a period of ten (10) business days from Client's receipt thereof for any reason within the sole discretion of the Client. Bryan Bogre shall be Client's sole point of contact for notification of prospective sponsorship, donor or advertiser opportunities until Client informs HTM in writing of a new contact person. Each Party agrees that all notices to be provided under this Agreement including any notices to be provided under this Section 1(b) shall be provided in accordance with the procedures set forth in Section 16(h) of this Agreement to the individual listed on the signature page hereto (the "Authorized Person").

## SECTION 2. Cooperation; Client Representations, Warranties and Covenants.

- (a) It is the intent of this Agreement that the Parties will cooperate fully with each other in order to achieve the mutual objective of generating revenue for Client through the utilization of the Sponsorship Portal to attract and retain sponsors, donors and advertisers for Client's Events and Venues, and Bulletin. Each Party shall use its best efforts to obtain any necessary approvals, permits or licenses necessary to carry out the purposes of this Agreement. Client shall identify HTM as its non-exclusive agent with respect to all of the rights granted herein.
- (b) Client represents and warrants to HTM that (i) Client has the absolute right to grant and license the rights described in this Agreement herein to HTM and provide HTM all of the benefits described in this Agreement (collectively the "Licensed Rights and Benefits"); (ii) there are no oral or written agreements, contracts, options or other documents of any kind which Client has entered into which would in any way impair or inhibit HTM from exercising the Licensed Rights and Benefits on a non-exclusive basis; (iii) Client is authorized to timely carry out and/or fulfill any obligation of Client to HTM under this Agreement; (iv) Client will not directly or indirectly license in whole or in part the Licensed Rights and Benefits to a third party or make use of the Licensed Rights and Benefits for itself; (v) Client has not entered into any agreements with any third party which grants exclusive athletic sponsorship, broadcast, promotional, media or other rights to any third party; and (vi) the Authorized Person is authorized by Client to execute and deliver to HTM all approvals necessary or desirable under this Agreement during the Term. Client will protect the rights granted to HTM in this Agreement.
- (c) Client hereby represents and warrants that all information provided to HTM during the implementation period is complete and accurate. Client hereby covenants that it shall, during the entire Term, use its best efforts to: (i) publicize the Sponsorship Portal by posting a prominent reference and hyperlink on all City Recreation Department websites and social media platforms, (ii) notify HTM of any changes to sponsorship inventory availability, (iii) provide HTM with Event schedules in a timely manner, (iv) facilitate each sponsorship as instructed by HTM, and (v) provide HTM with all requested documentation

executed by Client in connection with each activated sponsorship, donor situation and advertisement.

### SECTION 3. Fees; Payment Procedures; HTM Representations Warranties and Covenants.

- (a) As to any sponsorship, donor or advertising agreement entered by Client during the Term (excluding those set forth in Paragraph 10), as a result of HTM's involvement therefor, HTM shall retain a fee equal to thirty percent (30%) of the net revenues paid to Client or on Client's behalf arising from or otherwise related to each such sponsorship, donor or advertising agreement for the entire Term of such sponsorship, donor or advertising agreement and any renewals, extensions, amendments, modifications or substitutions thereof (the "Portal Fee"). For this purpose "net revenue" means sponsorship, donor and advertising revenue actually received minus Production Fees defined below).
- (b) HTM will waive the Set-up fee and Annual inventory and pricing assessment fee.
- (c) As to any sponsorship, donor or advertising agreement accepted by Client, HTM shall handle all invoicing and payment processing through HTM's Sponsorship Portal, and shall remit to Client all sponsorship, donor and advertising revenues, net of Portal Fees, Production Fees, unpaid inventory and Approved Expenses (defined below), (i) with respect to cash collected on a quarterly basis commencing from the effective date of the contract. Cash collected from October 1<sup>st</sup> – December 31<sup>st</sup> will be paid February 1<sup>st</sup>, cash collected between January 1<sup>st</sup> – March 31<sup>st</sup> will be paid on May 1<sup>st</sup>, cash collected from April 1<sup>st</sup> – June 30<sup>th</sup> will be paid on August 1<sup>st</sup>, cash collected between July 1<sup>st</sup> and September 30<sup>th</sup> will be paid on November 1<sup>st</sup>. For purposes of this Agreement, "Approved Expenses" shall mean credit card processing fees charged on sponsorship fees and chargebacks incurred by HTM in connection with Promotional Services rendered to Client, etc. HTM agrees to use commercially reasonable efforts to dispute Sponsor chargebacks in appropriate cases.
- (d) If, during the Term, Client rejects any sponsorship offer solicited through the Sponsorship Portal (or otherwise negotiated by HTM) and subsequently agrees to a substantially similar sponsorship offer with the same sponsor at any time while this Agreement is in effect (and for a period of three hundred sixty (360) days following the termination of this Agreement), then HTM shall be entitled to its Portal Fee with respect to such sponsorship.
- (e) HTM hereby covenants that it shall provide Client with the following: (i) assistance in the identification and pricing of available Client's potential sponsorship, donor and advertising inventory, (ii) customer service support to Sponsorship Portal visitors, (iii) hosting and maintenance of the Sponsorship Portal and any related websites, (iv) management of all sponsorship, donor and advertiser purchase orders, (v) payment processing services through the Sponsorship Portal, (vi) accounting reports detailing flow of funds with respect to all business transacted on behalf of Client through the Sponsorship Portal, (vii) management services relating to the production and delivery of sponsorship, donor and advertising items, (viii) clear directions on activation of sponsorships, other donor contributions and advertisements secured by HTM, and (ix) marketing direction to assist Client with the solicitation of sponsorships, donors and advertisements.

### SECTION 4. Sponsorship, Donors and Advertisers Scope and Client Approval Rights.

- (a) Scope of Professional Services shall include but not be limited to those included on the attached Exhibit A from the City's RFP document; and Exhibit B from HTM's Proposal, both incorporated herein by reference.

- (b) Except as provided in this Section 4, during the Term all Client sponsorship opportunities shall be run through the Sponsorship Portal, and shall be subject to the term of this Agreement regardless of the form of sponsorship and/or the media or mediums employed to promote sponsor's message, including, without limitation, all forms of signage, media, new media, multi-media, television and radio broadcast, brochures, flyers, public announcement messages, flags, banners, tweets, texts, pre-recorded phone calls, social networking posts, etc. (hereinafter, "Promotional Tools"). Client also agrees that HTM shall have the non-exclusive right, but not the obligation, during the Term, to develop, produce, manufacture, deliver or otherwise create any and all Promotional Tools to be used by Client in connection with the Promotional Services. Client agrees and acknowledges that HTM shall have the right to utilize sub-contractors, selected by HTM in its sole discretion, for purposes of developing and/or producing (as appropriate) any Promotional Tools that HTM elects to develop or produce. Notwithstanding the forgoing, HTM shall not be entitled to any compensation whatsoever in connection with the existing sponsorships, donations and advertising set forth in detail on Schedule 2(b) hereto to the extent the term of such arrangements are inconsistent with the terms set forth in this Agreement (the "Existing Sponsorships").
- (c) HTM shall not solicit sponsorships which would promote any products, services, ideas, beliefs or anything else that would be contain (i) defamatory or libelous material or material which discloses private or personal matters concerning any person, without such person's consent, (ii) content or material that is illegal, contains nudity or is sexually explicit, or by law, obscene, profane or pornographic, (iii) content which implies or portrays graphic violence excessive use of alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing), any activities that may appear unsafe or dangerous, or (iv) content which is abusive or harassing towards any individual or group of individuals regarding race, sex, religion, creed, national origin, age, disability, gender identity or expression, sexual orientation or any legally protected classification.
- (d) In addition to the prohibitions set forth in Section 4(c) above, Client shall have the right to reject other sponsorship, donor and/or advertising opportunities which, in Client's *reasonable discretion*, are likely to be viewed as inappropriate or otherwise offensive to ordinary members of Client's community.

#### SECTION 5. Production Requirements and Associated Costs.

- (a) In the event that HTM exercises its right to develop and/or produce any Promotional Tools in connection with any sponsorships, donors or advertisements as described in Section 4 above, sponsor shall pay HTM directly for such Promotional Tools based on the fees quoted on the rate card attached hereto as Schedule 5 (such fees, the "Production Fees" and such rate card, the "Rate Card"). The Production Fees posted on the Rate Card are subject to change at any time in the sole discretion of HTM and are available upon request
- (b) In the event that HTM does not exercise its right to develop and/or produce any Promotional Tools, as described in Section 4 above, HTM shall collect Production Fees set by Client from Sponsors for production of the Promotional Tools through the Sponsorship Portal and shall remit such Production Fees to Client within 15 days after the end of the month in which such funds are received by HTM from the Sponsor so that client can pay third party production costs of such Promotional Tools.

SECTION 6. Activation and Execution.

- (a) Client shall be solely responsible for the installation of any Promotional Tools developed and/or produced, including items produced by HTM pursuant to Section 4 hereof.
- (b) Client shall be responsible for all costs and expenses relative to the maintenance and/or replacement of any and all applicable Promotional Tools including, without limitation, all signage and equipment, video-boards, rotating signage and static signage. Client will clean any Promotional Tools as necessary in order to ensure that such Promotional Tools and the content posted or broadcast thereon is easily viewable without obstruction. Client will also be responsible for payment of any ongoing charges necessary to fulfill sponsorship obligations. Client covenants that all Promotional Tools will be fully functional and operational, and will promptly make any repairs necessary. The foregoing sentence shall not apply to foul poles, goal posts, goal nets and other athletic equipment necessary for participation in any sport or other activity to be held at the Venue.

SECTION 7. Right of First Offer. Intentionally deleted.

SECTION 8. Independent Contractor. HTM will perform its duties hereunder as an independent contractor and not as an employee of Client. HTM will pay when due all required employment taxes and income tax withholding, including all federal and state income tax and any monies it retains pursuant to this Agreement. HTM and its employees are not entitled to tax withholding, worker's compensation, unemployment compensation, or any employee benefits, statutory or otherwise from Client. HTM will be solely responsible for the acts of HTM, its employees and agents. HTM shall provide worker's compensation for all its employees and defend, indemnify and hold Client harmless therefrom, including for all reasonable expenses and attorney's fees.

SECTION 9. Confidentiality; Proprietary Rights. Client agrees that any information it receives from HTM under this Agreement which concerns the personal, financial or other affairs of HTM, its members, stockholders, officers, directors, employees and sponsors including, but not limited to, sales summaries, revenue sharing reports, settle-up documents and any other documents relating to the reporting of financial and sales information by HTM to Client will be kept confidential and in conformance with all state and federal laws relating to privacy, except those in the public domain or required by law, including but not limited to the Ohio Public Records Act. All concepts, ideas, and information provided by HTM pursuant to this Agreement and any intellectual property conceived of or generated as a result of the relationship between the Parties resulting from this Agreement (the "Derivative Works") shall be owned by HTM or its designated assigns.

SECTION 10. Non-Circumvention. **During the term of this Agreement, the Client shall not enter into any similar arrangement or agreement with any other similar marketing or consulting firm for the same purposes as the subject of the within Agreement.** The Client hereby irrevocably agrees not to circumvent, avoid, bypass, or obviate, directly or indirectly, the intent of this Agreement through any transaction, transfer, pledge, agreement, recapitalization, loan, lease, assignment or otherwise, except for items listed on Schedule 2(b) and the following which are specifically permitted:

The City of Strongsville Parks, Recreation & Senior Services Department is still able to maintain the current agreements they have in place. This Agreement will be to supplement what is currently in place. (For example, youth baseball/softball and basketball team sponsorship, various Senior Center sponsorships).

Current Strongsville City agreements are not subject to the terms of this Agreement.

The City of Strongsville Parks, Recreation & Senior Services Department may still acquire donors and sponsorships as a result of its own efforts and on their behalf that will not fall under the terms of this Agreement.

The Client (including affiliates of Client) agrees that it will not attempt, directly or indirectly, to contact any of HTM's employees, consultants, clients, service providers, contractual counterparties, licensors, partners, affiliates or others with whom HTM does business with or has introduced to Client on any matters relating directly or indirectly to the matters and/or Promotional Services described in the Agreement. Any violation of this provision shall be deemed an attempt to circumvent this provision, and the Client shall be liable for damages in favor of HTM.

SECTION 11. Client's Responsibility. Client hereby agrees that it will be responsible for third-party claims asserted by any person, arising out of or relating to:

- (a) Any breach of this Agreement by Client thereof;
- (b) Client's unauthorized use of any data, content, or work transmitted or received by Client in connection with HTM's provision of Promotional Services hereunder;
- (c) Client's own negligence or willful misconduct.

HTM's Indemnification. Home Team Marketing agrees to have sufficient liability, insurance and professional liability and/or errors and omissions coverage within the City's reasonable discretion, and to indemnify the City and hold it harmless against:

1. Any and all losses and liabilities for personal injury, death, or property damage arising out of, or as a consequence of any work performed under the contract.
2. Any and all expenses related to claims or lawsuits resulting from the above, including court costs and attorney fees.
3. Any and all expenses, penalties and damages incurred by reason of Home Team Marketing's failure to obtain any permit or license under or comply with any applicable laws, ordinances or regulations.
4. Any and all errors or omissions arising from Home Team Marketing's services under this Agreement.

SECTION 12. HTM Activities. Client and HTM mutually agree that HTM may provide, does provide, and will continue to provide in the future the same or similar services to those provided under this Agreement to other organizations and may engage in other related or similar businesses and ventures without limitation.

SECTION 13. Permits. Client will be financially responsible for obtaining all required permits, licenses and bonds to comply with pertinent Client rules and policies and municipal, county, state and federal laws, but in no event shall HTM be liable for any sales, property, income or excise tax attributable to Client by reason of this Agreement, recognizing, however, that Client is a tax-exempt entity.

SECTION 14. Further Assurances. Intentionally deleted.



SECTION 15. Non-Solicitation. Client and HTM mutually agree that during the Term of this Agreement and for a period of twenty-four (24) months, after its termination, irrespective of the reason for its termination, Client and HTM shall not directly or indirectly, hire or solicit any employee of the other Party or encourage any such person to terminate its relationship with the other Party unless permission is granted to do so. Client and HTM acknowledge that its breach of this Section 15 shall entitle HTM and/or Client, as applicable, to appropriate injunctive relief.

SECTION 16. Miscellaneous.

- (a) Publicity. The Client acknowledges and agrees that HTM shall be entitled to publicize the fact that Client is a client of HTM.
- (b) Invalidity. The determination that any provision of this Agreement is invalid or unenforceable shall not invalidate this Agreement, all of said provisions being inserted conditionally on their being considered legally valid, and this Agreement shall be construed and performed in all respects as if such invalid or unenforceable provision(s) were omitted.
- (c) Non-Assignment. Neither Party shall assign this Agreement without the prior written approval of the other Party, which may be denied for any reason.
- (d) Binding Agreement. This Agreement shall be binding upon and inure to the benefit of the Parties, their successors and assigns.
- (e) No Joint Venture or Partnership. This Agreement shall not be deemed to create a joint venture, partnership, principal-agent, employer-employee or similar relationship between Client and HTM.
- (f) Governing Law. This Agreement is subject to and shall be construed in accordance with the laws of the State of Ohio, except for choice of law provisions. Client and HTM both consent to jurisdiction in the state and federal courts located in Ohio.
- (g) Entire Agreement. This Agreement represents the entire agreement between the Parties and supersedes all other agreements, if any, express or implied, whether written or oral. Neither party has made and makes no representation of any kind except those specifically set forth herein.
- (h) Notices. Notices by any Party to the other hereunder shall be given by certified or registered mail, return receipt requested, by express courier (Federal Express), or by fax or by personal delivery, all prepaid. All statements, payments and notices shall be given at the respective addresses of Client and HTM set forth on the signature page to this Agreement unless written notice of change of address is given pursuant to the terms of this Section 16(h). Notice shall be deemed effective forty-eight (48) hours after posting of mailed notices and sending of faxes or upon hand delivery thereof, except that notices of change of address shall be effective when received.
- (i) Counterparts. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. Facsimile transmission (including the e-mail delivery of documents in Adobe PDF format) of any signed original counterpart and/or retransmission of any signed facsimile transmission shall be deemed the same as the delivery of an original.

- (j) Authority. Each party executing this Agreement has been duly authorized by their respective organizations and where applicable, in accordance with law.
- (k) Non-Discrimination. Home Team Marketing does not discriminate against any person on the basis of race, creed, color, national origin, handicap, sex, age, religion, disability or sexual preference, and will not commit an unfair labor practice in the performance of the contract.
- (l) Compliance with Certain Federal and State Laws. Home Team Marketing shall comply with applicable anti-terrorism requirements; reporting and other provisions of O.R.C. 9.23-9.239 regarding reporting obligations with respect to the State Auditor; and also with respect to the amended requirements of O.R.C. Section 3517.13 regarding limitations and restrictions on contributions to campaign committees of certain City officials.

## Signatures

IN WITNESS WHEREOF, the undersigned Parties have executed this Agreement as of the date first written above.

CITY OF STRONGSVILLE  
(Strongsville Parks, Recreation & Senior Services)

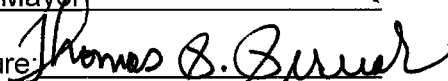
Home Team Marketing, LLC

Name: Thomas P. Perciak

Name: Steven F. O'Neill

Title: Mayor

Title: CEO and Chairman

Signature: 

Signature: \_\_\_\_\_

Date: Sept. 22, 2015

Date: \_\_\_\_\_

## Authorized Person for contact and address for notices

Strongsville Parks, Recreation & Senior Services  
Bryan Bogre  
c/o Strongsville Parks, Recreation & Senior Services  
18100 Royalton Road  
Strongsville, OH 44136

Home Team Marketing, LLC  
Patrick J. Spear  
Senior Vice-President  
c/o Home Team Marketing  
812 Huron Raod  
Cleveland, OH 44115

**SCHEDULE 2 (b)**

**Existing sponsorships**

<b>Sponsor</b>	<b>Included Elements</b>	<b>Contract Start Date</b>	<b>Contract End Date</b>	<b>Annual Cost</b>

## SCHEDULE 5

### Production related fees

Below are the production related fees as of the effective date of this agreement. Prices are subject to change at any time in the sole discretion of HTM and HTM may add new production items at any time. A complete and current listing of production related fees is available at any time upon request.

Item	Production fee (including shipping)
A-frame Signage (1)*	\$250.00
8' x 4' Banner (1)	\$80.00
Schedule Magnets (500)	\$175.00
Rally Towels (250)	\$650.00
Stadium Cushions (250)	\$1,250.00

\* A-frame signage may incur additional oversize shipping costs based on shipping destination

## **SCOPE OF PROFESSIONAL SERVICES**

Professional services will generally include advertising agency, marketing and consulting, such as but not limited to market research, analysis and counsel; advertising conception, planning, design, development production and sales; graphic design; photography; and evaluation of marketing opportunities.

The proposer should specifically focus on the following areas of service:

1. **Program Bulletin** - Selling space in the Recreation/Senior Bulletin. This bulletin goes out three times a year with approximately 6,000 copies being printed per publication. It will be mailed out to all of our members' households which consist of over 12,000 total members. The bulletin page on our website also receives nearly 1,000 hits per month.
2. **Special Event Packages** - The Department has multiple special events where opportunities would be available, such as follows:
  - a. Open House - 300 - 400 people, open to the public
  - b. Breakfast with the Easter Bunny - a ticketed event that draws 350 people
  - c. 5-K/1 Mile Race - registration required which draws 450 - 700 people
  - d. Touch a Truck - 500 - 700 people, open to the public
  - e. Halloween Hullabaloo - a ticketed event that draws 500 people
  - f. Breakfast with Santa Claus - a ticketed event that draws 350 people
3. **Leagues or Program Packages** - The Department has many leagues and programs where opportunities would be available.
  - a. Adult sports leagues with over 250 teams year round
  - b. Youth sports leagues with over 3,500 children year round
  - c. Youth day camps consisting of nearly 500 children year round
  - d. Year round swim lessons
  - e. Many other programs which would be available upon request
4. **Aquatic Center Scoreboard** - The aquatic center has a full color LED video display scoreboard. Spots could run in a loop for a maximum period of 30 seconds. These spots will not run during swim meets or swim practices.
5. **Name Recognition Sponsorships of Donors on Plaque at Recreation & Senior Center** - A plaque will be displayed in a prominent area in the Ehrnfelt Recreation Center acknowledging all levels of donors.
  - a. The Recreation and Senior Center averages over 600,000 visits per year
  - b. The location and/or size on this plaque would be determined based on the amount of the donation
  - c. Names on the plaque would change yearly based on amount of the donation

***\*\*THE CITY RESERVES ITS RIGHT WITHIN ITS SOLE DISCRETION TO ACCEPT OR REJECT ANY PROPOSED ADVERTISING, SPONSORSHIPS OR DONATIONS.\*\****

## Marketing & Management

Any effective marketing program must start with a plan. All of our engagements start with an in-depth questionnaire to get to know you and your needs better. Followed by a kick-off meeting to discuss the project and lay out a time line.

Home Team Marketing will then create an easy to use online sponsorship portal for the City of Strongsville Parks, Rec. & Sr. Services Dept. to solicit advertising partnerships. HTM will use its expertise to identify and develop inventory that can be made available for partnerships. Additionally, HTM will work directly with Strongsville Parks, Rec. & Sr. Services Dept. to build unique marketing packages which will attract advertising partners.

Home Team Marketing will create a strategic marketing plan for the City of Strongsville Parks, Rec. & Sr. Services Dept. to best leverage its unique communication channels within the local community. As a part of this strategic marketing plan, we will create a communications tool kit utilizing best practices for Strongsville Parks, Rec. & Sr. Services Dept. to use in order to gain advertising partners.

Home Team Marketing would welcome the opportunity to provide a live demonstration of the online sponsorship portal.

**EXHIBIT B**

**Re: HOME TEAM MARKETING, LLC –  
CITY MARKETING PLATFORM AGREEMENT**

**ADDENDUM TO AGREEMENT BETWEEN  
THE CITY OF STRONGSVILLE (“CITY”) AND  
HOME TEAM MARKETING, LLC (“CONSULTANT”)**

1. **WARRANTIES/GUARANTY.** Consultant warrants that its services will be performed in a professional manner and in accordance with prevailing and applicable industry standards within the Northeast Ohio area.

2. **SUPPLEMENTAL FORMS.** The parties agree that the following forms as identified and attached hereto, when properly executed, shall become part of the within Agreement:

Proposer’s Affidavit  
Statement as to Interested Parties  
Delinquent Personal Property Statement  
Affirmative Action Certificate  
Declaration and Representation (ORC §9.24)  
Certification and Representations Concerning Campaign Contributions  
To City Officials

3. **INSURANCE.** Consultant shall maintain throughout the duration of this Agreement insurance in the following amounts:

- (a) Worker’s Compensation and Employer’s Liability
  - Worker’s Compensation                      Statutory
  - Employer’s Liability                              \$500,000/\$500,000/\$500,000
  
- (b) Comprehensive Automobile Liability  
\$1,000,000 combined single limit Bodily Injury and Property Damage
  
- (c) Comprehensive General Liability (naming the City as additional insured)
  - \$1,000,000    per occurrence
  - \$2,000,000    annual aggregate
  - \$2,000,000    product/completed operations per occurrence
  - \$1,000,000    personal injury/advertising liability
  
- (d) Umbrella/Excess Liability
  - \$2,000,000    per occurrence
  - \$2,000,000    annual aggregate
  - \$2,000,000    products aggregate

The foregoing policies shall be with responsible carriers qualified to do business within the State of Ohio, and shall contain a provision that coverage will not be cancelled or failed to be renewed until at least (30) days’ prior written notice has been given to the City. Certificates of

Insurance showing such coverage to be in force shall be filed with the City through its Director of Finance prior to commencement of the Services and shall be in proper form.

Consultant hereby agrees to maintain the insurances described above during the term hereof. If Consultant fails to furnish and maintain the insurances required, the City may purchase such insurance on behalf of Consultant, and Consultant shall pay the cost thereof to the City upon demand and shall furnish to the City any information needed to obtain such insurance.

**4. CONSULTANT'S INDEMNIFICATION.** Consultant hereby agrees to defend, indemnify and hold harmless the City and any of its officers or employees from all loss, damage, cost or expense, including but not limited to attorneys fees and expert witness fees, arising out of or in any way caused by:

- (a) Consultant's negligent performance of services under this Agreement;
- (b) Claims, suits or actions of every kind and description when such suits or actions are caused by negligent, willful and/or wanton acts, and/or errors or omissions of Consultant, its officers, employees, consultants, subconsultants, and/or subcontractors; or
- (c) Injury or damages received or sustained by any party because of the negligent willful and/or wanton acts, and/or errors or omissions of Consultant, its officers, employees, consultants, subconsultants, and/or subcontractors.

Consultant shall include a same or similar indemnity provision in each of its contracts with any approved consultant, subconsultant, and subcontractor, which requires that such person or entity defend, indemnify and hold harmless the City, its officers and employees from all loss, damage, cost, or expense to the extent caused by the negligence, error, omission, or willful or wanton misconduct of such person or entity.

**5. POWERS OF THE CITY.** Nothing contained in this Agreement shall be considered to diminish the governmental or police powers of the City, including, but not limited to, the City's authority to enter into a similar agreement with any other entity.

**6. NONDISCRIMINATION.** Consultant agrees to comply with all applicable federal, state, county and local laws regarding nondiscrimination, and specifically agrees not to discriminate against any employee or applicant for employment because of age, race, color, religion, creed, gender, national origin, sexual preference, or disability.

**7. NON-WAIVER.** Neither the waiver by either party to this Agreement of any breach of any agreement, condition or provision of this Agreement, nor the failure of either party to seek redress for violation of, or to insist upon strict performance of any agreement, condition or provision, shall be considered to be a waiver of the agreement, condition or provision or of any subsequent breach of any agreement, condition or provision. No provision of this Agreement may be waived except by written agreement of the party to be charged.



**8. NOTICES.** Any notice or other communication required or permitted hereunder shall be deemed to be properly given when sent by certified or registered mail, postage prepaid, return receipt requested, or when hand delivered, and addressed as follows:

**If to City:**

Bryan V. Bogre  
Director of Recreation & Senior Services  
City of Strongsville  
18100 Royalton Road  
Strongsville, Ohio 44136  
*with a copy to the Law Director at  
16099 Foltz Parkway, Strongsville, OH 44149*

**If to Consultant:**

Steven F. O'Neill  
Home Team Marketing, LLC  
812 Huron Road  
Cleveland, Ohio 44115

Either party may at any time, by giving ten (10) days' written notice to the other party, designate any other address in substitution of the foregoing address to which the notice or communication shall be transmitted.

**9. PARAGRAPH HEADINGS.** The paragraph headings contained herein are merely for convenience and reference, and are not intended to be a part of this Agreement, or in any manner to limit or describe the scope or intent of this Agreement or the particular paragraphs to which they refer.

**10. LEGAL RELATIONSHIP OF PARTIES.** It is expressly understood and agreed that during the term of this Agreement, Consultant shall be engaged in the provision of services solely as an independent contractor, and shall have no right to control City's officials, employees, agents, contractors, or representatives. It is further expressly understood that Consultant's officers, employees, agents, contractors, and representatives are acting solely and exclusively under the direction and control of Consultant. Nothing in this Agreement shall be deemed to create or establish a relationship of employment, agency, or representation between the City and Consultant, its officers, employees, agents, contractors or representatives; and Consultant shall have no authority whether express, implied, apparent or otherwise to bind or obligate the City in terms of any third parties.

**11. NO PARTNERSHIP.** Nothing contained herein shall make, or be deemed to make, the City and Consultant a partner of one another, and this Agreement shall not be construed as creating a partnership between the parties.

**12. COMPLIANCE WITH CERTAIN STATE LAWS.** Consultant is in compliance with and shall abide by the applicable reporting provisions of O.R.C. Sections 9.23-9.239 regarding reporting obligations with respect to the State Auditor; and also with respect to the amended requirements of O.R.C. Section 3517.13, as amended, regarding limitations and restrictions on contributions to the campaign committees of certain City's officials.

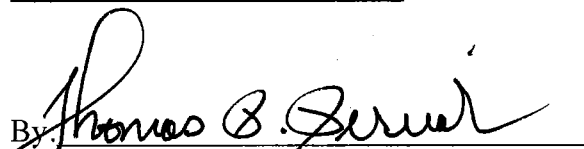
**13. SINGULAR AND PLURAL.** Wherever the context shall so require, the singular shall include the plural and the plural shall include the singular.

**14. BINDING EFFECT AND SUCCESSORS AND ASSIGNS.** This Agreement and all of the covenants hereof shall be binding upon and inure to the benefit of both the City and Consultant, and their respective partners, successors, permitted assigns and legal representatives.

Neither the City nor Consultant shall have the right to assign or transfer its interests or obligations hereunder without the advance written consent of the other party.

Acceptance of the terms of this Addendum to Agreement is acknowledged by both Consultant and City through the following signatures of their respective authorized representatives.

**“CITY”**  
**CITY OF STRONGSVILLE**

By:   
Signature

Thomas P. Perciak, Mayor  
Typed Name/Title

9/22/15  
Date of Signature

**“CONSULTANT”**  
**HOME TEAM MARKETING, LLC**

By: \_\_\_\_\_  
Signature

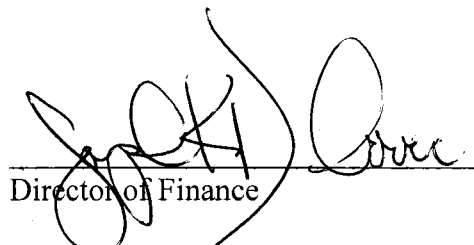
Steven F. O’Neill, CEO and Chairman  
Typed Name/Title

\_\_\_\_\_  
Date of Signature

### CERTIFICATION OF FUNDS

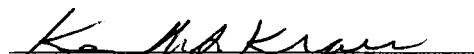
I, Joseph K. Dubovec, Director of Finance of the City of Strongsville, Ohio hereby certify that the money to meet this Agreement has been lawfully appropriated for the purpose of the Agreement and is in the treasury of the City, or is in the process of collection to the credit of the appropriate fund free from prior encumbrance.

September 22, 2015  
Date

  
Director of Finance

### CERTIFICATE OF LAW DIRECTOR

I hereby certify that I have reviewed and approved the form of the foregoing Agreement this 22<sup>nd</sup> day of September, 2015.

  
Kenneth A. Kraus, Law Director

**PROPOSER'S AFFIDAVIT**

STATE OF Ohio )  
COUNTY Cuyahoga ) SS:

Patrick Spear, whose title is Senior Vice President, being first duly sworn, deposes and says that he/she is the sole owner, authorized partner, or authorized officer or agent of Home Team Marketing, LLC, the party making the enclosed Proposal, and says further that ~~said Home Team Marketing LLC (sole owner, authorized partner, or authorized officer or agent)~~ is/are the only party/parties interested in the profits of any Contract which may result from the herein contained Proposal; that said Proposal is made without any connection or interest in the profits thereof with any other person making any other Proposal for said work or services; that no member of the City Administration, head of any department or division or employee therein, or any officer of the City of Strongsville, Ohio, is directly or indirectly interested therein; that said Proposal is genuine and not collusive or sham; that said Proposer has not colluded, conspired, connived, or agreed, directly or indirectly, with any other Proposer or person to put in a sham Proposal or that such person shall refrain from proposing, and has not in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any person, to fix the Proposal price of Affiant or of that of any other Proposer, or to fix any overhead, profit, or cost element of said Proposal price or of that of any other Proposer, or to secure any advantage against the City of Strongsville, Ohio; that such Proposer has not, directly or indirectly submitted this Proposal, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof; and further says that all statements made by him/her in said Proposal are true.

Affiant further says that the list of individuals, partners, or officers and shareholders submitted herewith is made a part hereof as though fully rewritten herein.

Patrick Spear  
Affiant

SWORN TO AND SUBSCRIBED BEFORE ME, a Notary Public, on this 26<sup>th</sup> day of June, 2015.

Christina Yee  
Notary Public

CHRISTINA YEE, Notary Public  
State of Ohio  
My Commission Expires August 4, 2018

STATEMENT AS TO INTERESTED PARTIES

STATE OF Ohio )  
COUNTY Cuyahoga ) SS:

Patrick Spear, being first duly sworn, deposes and says:

INDIVIDUAL ONLY: That he/she is an individual who is doing business under the name of \_\_\_\_\_, at \_\_\_\_\_ in the City of \_\_\_\_\_, State of \_\_\_\_\_.

PARTNERSHIP OR LIMITED LIABILITY COMPANY ONLY: That he/she is the duly-authorized representative of a \_\_\_\_\_ (~~general/limited~~) ~~partnership or~~ limited liability company which is doing business under the name of Home Team Marketing, LLC in the City of Strongsville, State of Ohio.

Affiant further states that the following is a complete and accurate list of the names and addresses of the members of said partnership or limited liability company, whether they are general or limited partners or company members:

Home Team Holdings, LLC (single member)  
5 International Drive Ste 120  
Rye Brook, NY 10573  
\_\_\_\_\_  
\_\_\_\_\_

CORPORATION ONLY: That he/she is the duly-authorized \_\_\_\_\_ of \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_ or a foreign corporation licensed to conduct business in the State of Ohio, and that he/she is submitting herewith a Proposal to the City of Strongsville in conformity with the foregoing Specifications.

N/A

Affiant further says that the following is a complete and accurate list of the names and addresses of all persons interested in said proposed Contract including the names and addresses of all shareholders owning more than 5% of the capital stock of said corporation.

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Affiant further says that the following is a complete and accurate list of the officers, directors and attorneys of said corporation:

President: \_\_\_\_\_

Directors: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Vice President: \_\_\_\_\_

Secretary: \_\_\_\_\_

Treasurer: \_\_\_\_\_

Manager/Agent \_\_\_\_\_

Attorneys: \_\_\_\_\_

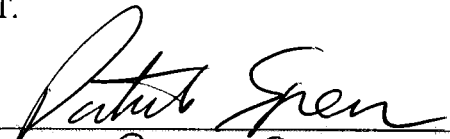
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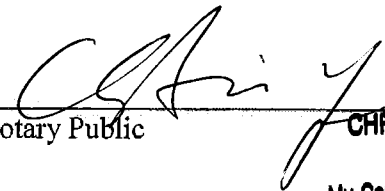
and that the following officers are duly authorized to execute contracts on behalf of said corporation:

<u>NAME</u>	<u>TITLE</u>
_____	_____
_____	_____
_____	_____

FURTHER AFFIANT SAYETH NAUGHT.

  
Signature Patrick Spear  
Senior Vice President

SWORN TO BEFORE ME AND SUBSCRIBED IN MY PRESENCE THIS 26 day  
of June, 2015.

  
Notary Public  
**CHRISTINA YEE, Notary Public**  
State of Ohio  
My Commission Expires August 4, 2018



**AFFIRMATIVE ACTION CERTIFICATE**

In providing goods and/or services hereunder service provider, vendor, lessor or contractor agrees to comply with the provisions of Title VI and Title VII of the Civil Rights Act of 1964 and the provisions of Executive Order No. 11246, dated September 24, 1965, as amended by Executive Order No. 11375, dated October 13, 1967, and such other executive orders on nondiscrimination in employment as may be issued, with all the rules, regulations and orders made pursuant thereto, as the same may be amended or revised from time to time, all of which are specifically included by reference and made a part hereof. Service provider, vendor, lessor or contractor agrees to include the substance of the foregoing clause in every subcontract or purchase order for performance of work in furnishing goods and/or services hereunder.

Company Home Team Marketing, LLC

By Patrick Spear

Senior Vice President

Date \_\_\_\_\_





