

NewPoint Marketing
1281 Win Hentschel Blvd.
Suite 2321
West Lafayette, IN 47906



NEWPOINT

765.423.5469
NewPointMarketing.com

ESTIMATE

Dennis H. Carson, Director
Lafayette Economic Development Dept.
515 Columbia Street
Lafayette, IN 47901

Date
Project
Revision
AE/Team
Project

03/14/22
Spring/Summer 22
Original
SB

Project: Items in coorespondence with Marketing Plan March 2022-October 2022

Description	Estimate:
OTT/Social Ads Spot Script 2022 (LEDD-7991) <i>Estimate is for creative writing and direction for 4 15 sec scripts along with accompany animation.</i>	\$2,200.00
OTT and Social Video Production 2022 (LEDD-7992) <i>4 :15 sec videos. Includes graphics, animation and music.</i>	\$8,000.00
Display Ad Creative 2022 (LEDD-7995) <i>Converting billboards/ads to Google display ad specs</i>	\$800.00
Social Media Post Creation and Ad Placement 2022 (LEDD-7996) <i>Social media post creation and management of Ad Budgets. Will be billed \$1,200 each month May thru October.</i>	\$7,200.00
Cable TV 2022 (LEDD-7998) <i>Will run May thru July 2022. Will bill monthly \$2,200</i> <i>Monthly Schedule runs for two weeks. Targeting household income \$75k+ with a Nielsen demo of women 25-64. We added in a few networks geared towards men 25-45 as well. The reach for this schedule is 92.66% with a frequency of 15.</i> <i>Includes: HGTV, FOOD Network, Bravo, TLC, OWN, History, TNT, Nick, Entertainment TV, Hallmark, TBS, MSNBC, CNN, FX, AMC, ESPN</i>	\$6,600.00
OTT Streaming TV 2022 (LEDD-7999) <i>Target Audience: Adults 30 – 59, HHI \$100,00+, Tippecanoe County Only Total Monthly In this target demographic listed above, there are 1,154,814 Impressions Available each month. With the monthly budget of \$2,500, we will reach 73,529 impressions of that target audience, which equals 6% share of audience.</i> <i>Will be billed at \$2,500 per month from August to October 2022.</i>	\$7,500.00
Lafayette Magazine Placement 2022 (LEDD-8001) <i>Budget in June is for both Summer issue and September for Fall/Winter. 2 Full page ads (spread) in both.</i>	\$3,400.00
WBAA Radio Placement 2022 (LEDD-8002) <i>Per Dennis will run the GLC Member Programing.</i> <i>Will run May thru October and will be billed \$220 per month.</i>	\$1,320.00
Display Advertising2022 (LEDD-8003) <i>Will run May-October. Will be billed per month at \$3,902</i> <i>Lafayette Regions: Lafayette DMA, West Lafayette, IN: Monthly Budget \$2400</i> <i>Regional Markets: Muncie South Bend/Elkhart DMA Fort Wayne Kokomo Crawfordsville</i> <i>Lebanon Champaign/Urbana Danville, IL: Monthly Budget: \$1502</i>	\$23,412.00
Social Media Advertising 2022 (LEDD-8004) <i>All Runs May-October. Will be billed Monthly:</i>	\$13,046.00

Facebook Boosted Posts: \$100 per Month
Facebook Ads/Instagram Ads: \$300 per month
YouTube Video Ads: \$300 per month
Regional Facebook/Instagram Ads: \$1466 per month.

TOTAL

\$73,478.00

Your signature indicates acceptance of this proposal and entrance into an agreement with our marketing agency. With final signatures, our team will provide a detailed timeline for deliverables.

The small print: This proposal covers elements within this project scope and two (2) revisions to each component. The agency will quote additional work added work outside the scope of this project. • Unless otherwise indicated, this proposal does not include photography, printing, and media buys. • Agency proposals exclude the costs of transportation, miscellaneous expenses, and sales taxes. The agency will invoice these items if incurred. • The agency will invoice the client for media placement fees on each specific publication's order closing date, which varies anywhere from one to two months before actual placement. • Prices herein are good for 30 days from the date of this proposal. • Agency invoices are due and payable net 15 days after issuing the invoice. When invoices are sixty days past due, the agency may assess a service charge of 1.5 percent per month. Please note: the agency's end product(s) from this proposal becomes the client's intellectual property.

Approvals:

Signature: _____

Date: _____

CITY OF LAFAYETTE, INDIANA

**STANDARD TERMS AND CONDITIONS
PROFESSIONAL SERVICE CONTRACTS**

1. **Billing**. On hourly, not to exceed, contracts, services may be billed monthly for the hours and costs expended during that period. Services under fixed fee or lump sum contracts may be billed monthly on the estimate of the percentage of work completed.
2. **Employment**. During the term of the Agreement, the Consultant shall not engage on this project on a full or part-time basis any professional or technical personnel who are, or have been at any time during the period of the Agreement, in the employ of the City, except regularly retired employees.
3. **Ownership of Documents**. All reports, tables, figures, drawings, specifications, boring logs, field data, field notes, laboratory test data, calculations, estimated and other documents prepared by Consultant shall remain the property of the Consultant. The City shall be entitled to copies or reproducible sets of any of the aforesaid.
4. **Insurance**. The Consultant shall at its own expense maintain in effect during the term of the Agreement the following insurance with limits as shown or greater:
 - A. General Liability (including automobile) – combined single limit of \$2,000,000. The City shall be named as Additional Insured and be given a 30 day notice of cancellation, non-renewal or significant change of coverage. Consultant’s insurance shall be written on a “primary” basis and the City’s insurance program shall be in excess of all of Consultant’s available coverage.
 - B. Worker’s Compensation – statutory limit. Workers Compensation shall include a Waiver of Subrogation endorsement in favor of the City.
 - C. Professional Liability for protection against claims arising out of the performance of professional services caused by negligent error, omission or act in the amount of \$2,000,000.
 - D. The Consultant shall provide Certificates of Insurances indicating the aforesaid coverage.
5. **Successors and Assigns**. Neither the City nor the Consultant shall assign, sublet or transfer their interest in the Agreement without the written consent of the other.
6. **Termination of Agreement**. The Agreement may be terminated by either party should the other party fail to substantially perform in accordance with the terms through no fault of the other upon fifteen (15) days written notice. The Agreement may be terminated by the City for convenience upon thirty (30) days written notice to Consultant. In the event of termination, due to any reason other than the fault of the Consultant, the Consultant shall be paid for services performed to termination date, including reimbursable.

7. **Dispute Resolution.** All claims or disputes of the Consultant and the City arising out of or relating to the Agreement, or the breach thereof, shall first be submitted to non-binding mediation. If a claim or dispute is not resolved by mediation, the party making the claim or alleging a dispute shall have the right to institute any legal or equitable proceedings in the Tippecanoe Superior or Circuit Court. The prevailing party shall be entitled to recover attorney fees and costs.

8. **Indemnities.** Consultant and City each agree to indemnify and hold the other harmless, and their respective officers, employees, agents and representatives from and against liability for all claims, losses, damages or expenses caused by the indemnifying party's negligent acts, errors or omissions. In the event claims, losses and damages or expenses are caused by the joint or concurrent negligence of the City and Consultant, they shall be borne by each party in proportion to its negligence.

9. **E-Verify.** Consultant must enroll in and verify the work eligibility status of all newly hired employees of the Consultant through the E-Verify program operated by the United States Department of Homeland Security. If the E-Verify program ceases to exist, the Consultant will not be required to verify the work eligibility status of newly hired employees through the E-Verify program. The Consultant affirms under penalties for perjury that the Consultant does not knowingly employ an unauthorized alien.

10. **Contracting with Iran.** Consultant certifies that under penalties of perjury that it does not engage in investment activities in Iran as more particularly described in Indiana Code 5-22-16.5.

11. **Tobacco Free Policy.** Consultant, subcontractors and suppliers shall comply with the City of Lafayette's Tobacco Free Workplace Policy while on the job-site.

12. **Compliance with Laws.** The Consultant specifically agrees that in the performance of the services herein enumerated by the Consultant or a subcontractor or anyone acting on behalf of either, that each will comply with all State, Federal and Local Statutes, Ordinances and Regulations.

13. **Changes in Work.** In the event that either the City or Consultant determine that a major change in scope, character or complexity of the work is needed after the work has progressed as directed by the City, both parties in the exercise of their reasonable judgment shall negotiate the changes and the Consultant shall not commence the additional work or the change of the scope of work until a supplemental agreed is executed and the City has provided written notice to the Consultant to proceed.

14. **Delays and Extensions.** The Consultant agrees that no change or claim for damages shall be made by if for any minor delays from any cause whatsoever during the progress of any portion of the services specified in the Agreement. Any such delays shall be compensated for by an extension of time for such period as may be determined by the City, subject to the Consultant's approval. However, it being understood, that permitting the Consultant to proceed

to complete any services, or any part of them after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of the City or any of its rights herein.

15. **Standard in Practice.** The Consultant will strive to conduct services under the Agreement in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions as of the date of the Agreement.

16. **Waiver of Contract Breach.** The waiver of one party of any breach of the Agreement or the failure of one party to enforce at any time, or for any period of time, any provisions hereof, shall be limited to the particular instances, shall not operate or be deemed to waive any future breaches of this Agreement and shall not be construed to be a waiver of any provision, except for that particular instance.

17. **Entire Understanding of Agreement.** The Agreement represents and incorporated the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenant or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. City and Consultant hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of the Agreement shall be null, void and without effect to the extent they conflict with the terms of the Agreement.

18. **Non-Discrimination.** Pursuant to Indiana and Federal law, the Consultant and the Consultant's subcontractors, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of the work under the Agreement, with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of the Agreement.

19. **Amendments.** The Agreement may only be amended, supplemented or modified by written documents executed in the same manner as the Agreement.

20. **Governing Law.** The Agreement and all of the terms and provisions shall be interpreted and construed according to the laws of the State of Indiana. Should any clause, paragraph, or other part of this Agreement be held or declared to be void or illegal, for any reason, by any court having competent jurisdiction, all other clause, paragraph or other part of the Agreement, shall remain in full force and effect.

21. **Public Record.** The Consultant acknowledges that the City will not treat the Agreement as containing confidential information and may post this Agreement on the Indiana Transparency Portal as required by IC § 5-14-3.8-3.5.

ADOPTED AND PASSED by the Lafayette Redevelopment Commission this 24th day of March, 2022.

LAFAYETTE REDEVELOPMENT COMMISSION

Jos Holman, President

James Foster, Vice President

Shelly Henriott, Secretary

Jim Terry, Commissioner

Frank Donaldson, Commissioner

ATTEST:

Dave Moulton

Josh Loggins

2022 Downtown Lafayette Marketing Plan		Mar-22	Apr-22	May-22	Jun-22	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Budget Totals	
Creative Services													
OTT/Social Ads Spot Script (LEDD-7991)	Estimate is for creative writing and direction for 4 15 sec scripts along with accompany animation.	\$2,200										\$2,200	
OTT Video Production (LEDD-7992)	4 :15 sec videos. Includes graphics, animation and music.		\$8,000									\$8,000	
Display Ad Creative (LEDD-7995)	Converting billboards/ads to Google display ad specs			\$800								\$800	Creative Services
Social Media post creation and ad placement (LEDD-7996)	Social media post creation and management of Ad Budgets			\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200			\$7,200	\$18,200
Traditional Media													
OTT Streaming TV (LEDD-7999)	Target Audience: Adults 30 – 59, HHI \$100,00+, Tippecanoe County Only Total Monthly In this target demographic listed above, there are 1,154,814 Impressions Available each month. With the monthly budget of \$2,500, we will reach 73,529 impressions of that target audience, which equals 6% share of audience.						\$2,500	\$2,500	\$2,500			\$7,500	
Cable (LEDD-7998)	Monthly Schedule runs for two weeks. Targeting household income \$75k+ with a Nielsen demo of women 25-64. We added in a few networks geared towards men 25-45 as well. The reach for this schedule is 92.66% with a frequency of 15. Includes: HGTV, FOOD Network, Bravo, TLC, OWN, History, TNT, Nick, Entertainment TV, Hallmark, TBS, MSNBC, CNN, FX, AMC, ESPN			\$2,200	\$2,200	\$2,200						\$6,600	
Lafayette Magazine (LEDD-8001)	Budget in June is for both Summer and Fall issues. 2 Full page ads (spread) in both.				\$1,700			\$1,700				\$3,400	Traditional Media Total
WBAA	Per Dennis will run the GLC Member Programing. 63% of listeners have a bachelor's degree or higher 59% of listeners are ages 25-54 96% of listeners are involved in the community			\$220	\$220	\$220	\$220	\$220	\$220			\$1,320	\$18,820
Display Advertising (LEDD-8003)													Display Advertising
Google Display -Lafayette Region (LEDD-8003)	IDC to run this campaign via Google Display. Location: Lafayette DMA, West Lafayette, IN (I did not include Purdue, but I can) Demographics: Any gender, ages 18+, any income (cannot target income for ads deemed as "housing") Estimated monthly Impressions: 400K - 700K			\$2,400	\$2,400	\$2,400	\$2,400	\$2,400	\$2,400			\$14,400	\$23,412
Google Display - Regional Markets (LEDD-8004)	Location: Muncie South Bend/Elkhart DMA Fort Wayne Kokomo Crawfordsville Lebanon Champaign/Urbana Danville, IL Demographics: Any gender, ages 18+, any income (cannot target income for ads deemed as "housing") Estimated performance not available until videos are uploaded.....Does the City have a YouTube channel to upload these to? If not, one will need to be created. Average CPC estimate: \$4			\$1,502	\$1,502	\$1,502	\$1,502	\$1,502	\$1,502			\$9,012	
Social Media Advertising Media (LEDD-8004)													
Facebook Boosted Posts	Estimated Impressions 7-18k each month Lafayette +16 miles Age 25-54 Male + Female Household income top 50%			\$100	\$150	\$100	\$100	\$100	\$100			\$650	

<p>Facebook Ads/Instagram Ads</p>	<p>Estimated impressions 30K each month. Target Household income top 25% audience rather than top 50%, individuals will see your ad less frequently, but you'll reach a wider audience. Lafayette +16 miles Age 25-54 Male + Female</p>			\$300	\$300	\$300	\$300	\$300	\$300			\$1,800	<p>Social Media Advertising Total</p>
<p>YouTube Video Ads</p>	<p>Estimated impressions 21-41K each month Lafayette Ages 25-64 Male + Female Household Income Top 20% out of audience of 8.3 million</p>			\$300	\$300	\$300	\$300	\$300	\$300			\$1,800	
<p>Regional Facebook/Instagram Ads</p>	<p>Goal: Traffic/Link clicks Estimated performance: 200 link clicks per day and about 8k reach per day Location is 25 miles of: Muncie, South Bend/Elkhart DMA, Fort Wayne, Kokomo, Crawfordsville, Lebanon, Champaign/Urbana, Danville, IL Demographics: Any gender, ages 24-54, Top 50-90% income earners, exclude students in high school Interests: Small business, Arts and music, Walking, Crafts, Coffeehouses, Bakery, Painting, Handmade Creativity, Restaurants, Design, Photography, Entertainment Estimated Audience size: 1,900,000 - 2,200,000</p>			\$1,466	\$1,466	\$1,466	\$1,466	\$1,466	\$1,466			\$8,796	
<p>Budget Totals</p>				<p>\$9,022</p>	<p>\$9,972</p>	<p>\$8,222</p>	<p>\$8,522</p>	<p>\$10,222</p>	<p>\$8,522</p>	<p>\$0</p>	<p>\$0</p>	<p>\$73,478</p>	