**VILLAGE OF GRAYSLAKE**
**PROFESSIONAL SERVICES AGREEMENT**

This **AGREEMENT** is dated as of the 14th day of January, 2016 (***"Agreement"***), and is by and between the **VILLAGE OF GRAYSLAKE**, an Illinois municipal corporation (***"Village"***) and the Consultant identified in Section 1A of this Agreement.

**IN CONSIDERATION OF** the recitals and the mutual covenants and agreements set forth in the Agreement, and pursuant to the Village's statutory powers, the parties agree as follows:

**SECTION 1. CONSULTANT.**

**A. Engagement of Consultant.** The Village desires to engage the Consultant identified below to perform and to provide all necessary professional consulting services to perform the work in connection with the project identified below:

**Consultant Name (*"Consultant"*): echogravity**

**Address:** **3 Golf Center, Suite 270**
Street

**Hoffman Estates, IL 60169**
City State Zip

**Telephone No.:** **(847) 960-3305 x402**

**Email:** **kevin@echogravity.com**

**Project Name/Description:** AQUATIC CENTER COMMUNICATIONS PLAN EXECUTION

**B. Project Description.** Consultant shall provide marketing services in **Attachment C** relating to the Esper A. Petersen Foundation Family Aquatic Center as requested or directed by the Village.

**C. Representations of Consultant.** The Consultant represents that it is financially solvent, has the necessary financial resources, and is sufficiently experienced and competent to perform and complete the marketing services (***"Services"***) in a manner consistent with the standards of professional practice by recognized consulting firms providing services of a similar nature in Northeastern Illinois.

**D. Fees for Services.** The Consultant shall invoice the Village for Services provided in accordance with the fee schedule (*"Schedule")* attached as **Exhibit A** to this agreement. In general, the fees shall be invoiced at the rates indicated in the Schedule.

## SECTION 2. SCOPE OF SERVICES.

**A. Retention of the Consultant.** The Village retains the Consultant to perform, and the Consultant agrees to perform, the Services.

**B. Services.** The Consultant shall provide the Services pursuant to the terms and conditions of this Agreement.

**C. Commencement; Time of Performance.** The Consultant shall be prepared to commence the Services immediately upon receipt of written notice from the Village that this Agreement has been fully executed by the Parties (***"Commencement Date"***). The Consultant shall diligently and continuously prosecute the Services until the completion of the Services or upon the termination of this Agreement by the Village.

**D. Reporting.** The Consultant shall regularly report to the Village Manager, or his designee, regarding the progress of the Services during the term of this Agreement.

## SECTION 3. COMPENSATION AND METHOD OF PAYMENT.

**A. Invoices and Payment.** The Consultant shall submit invoices in an approved format to the Village for costs incurred by the Consultant in performing the Services. The amount billed in such invoice for the Services shall be based on the rates set forth in the Schedule. The Village shall pay to the Consultant the amount billed within 30 days after receiving such an invoice.

**B. Records.** The Consultant shall maintain records showing actual time devoted and costs incurred, and shall permit the authorized representative of the Village to inspect and audit all data and records of the Consultant for work done under the Agreement. The billing records shall be made available to the Village at reasonable times during the Agreement period, and for a year after the termination of the Agreement.

**C. Taxes, Benefits, and Royalties.** Each payment by the Village to the Consultant includes all applicable federal, state, and Local taxes of every kind and nature applicable to the Services as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or similar benefits and all costs, royalties, and fees arising from the use on, or the incorporation into, the Services, of patented or copyrighted equipment, materials, supplies, tools, appliances, devices, processes, or inventions. All claim or right to claim additional compensation by reason of the payment of any such tax, contribution, premium, costs, royalties, or fees is hereby waived and released by Consultant.

**D. Final Acceptance.** The Services, or, if the Services are to be performed in separate phases, each phase of the Services, shall be considered complete on the date of final written acceptance by the Village of the Services or each phase of the Services, as the case may be, which acceptance shall not be unreasonably withheld or delayed.

## SECTION 4. PERSONNEL; SUBCONTRACTORS.

**A. Key Project Personnel.** The Key Project Personnel have been identified by the Consultant as Kevin O'Brien. These individuals shall be primarily responsible for carrying out the Services on behalf of the Consultant, with _____ as the primary contact. The Key Project Personnel shall not be changed without the Village's prior written approval.

**B. Availability of Personnel.** The Consultant shall provide all personnel necessary to complete the Services including, without limitation, any Key Project Personnel identified in this Agreement. The Consultant shall notify the Village as soon as practicable prior to terminating the employment of, reassigning, or receiving notice of the resignation of, any Key Personnel. The Consultant shall have no claim for damages and shall not bill the Village for additional time and materials charges as the result of any portion of the Services which must be duplicated or redone due to such termination or for any delay or extension of the Time of Performance as a result of any such termination, reassigning, or resignation.

**C. Approval and Use of Subcontractors.** The Consultant shall perform the Services with its own personnel and under the management, supervision, and control of its own organization unless otherwise approved by the Village in writing. All subcontractors and subcontracts used by the Consultant shall be acceptable to, and approved in advance by, the Village. The Village's approval of any subcontractor or subcontract shall not relieve the Consultant of full responsibility and liability for the provision, performance, and completion of the Services as required by the Agreement. All Services performed under any subcontract shall be subject to all of the provisions of this Agreement in the same manner as if performed by employees of the Consultant. For purposes of this Agreement, the term "Consultant" shall be deemed also to refer to all subcontractors of the Consultant, and every subcontract shall include a provision binding the subcontractor to all provisions of this Agreement.

**D. Removal of Personnel and Subcontractors.** If any personnel or subcontractor fails to perform the Services in a manner satisfactory to the Village, the Consultant shall immediately upon notice from the Village remove and replace such personnel or subcontractor. The Consultant shall have no claim for damages, for compensation in excess of the amount contained in this Agreement or for a delay or extension of the Time of Performance as a result of any such removal or replacement.

## SECTION 5. CONFIDENTIAL INFORMATION.

**A. Confidential Information.** The term ***"Confidential Information"*** shall mean information in the possession or under the control of the Village relating to the technical, business, or corporate affairs of the Village; Village property; user information, including, without limitation, any information pertaining to usage of the Village's computer system, including and without limitation, any information obtained from server logs or other records of electronic or machine readable form; and the existence of, and terms and conditions of, this Agreement. Village Confidential Information shall not include information that can be demonstrated: (1) to have been rightfully in the possession of the Consultant from a source other than the Village prior to the time of disclosure of said information to the Consultant under this Agreement (***"Time of Disclosure"***); (2) to have been in the public domain prior to the Time of

Disclosure; (3) to have become part of the public domain after the Time of Disclosure by a publication or by any other means except an unauthorized act or omission or breach of this Agreement on the part of the Consultant or the Village; or (4) to have been supplied to the Consultant after the Time of Disclosure without restriction by a third party who is under no obligation to the Village to maintain such information in confidence.

**B. No Disclosure of Confidential Information by the Consultant.** The Consultant acknowledges that it shall, in performing the Services for the Village under this Agreement, have access to or be directly or indirectly exposed to Confidential Information. The Consultant shall hold confidential all Confidential Information and shall not disclose or use such Confidential Information without express prior written consent of the Village. The Consultant shall use reasonable measures at least as strict as those the Consultant uses to protect its own confidential information. Such measures shall include, without limitation, requiring employees and subcontractors of the Consultant to execute a non-disclosure agreement before obtaining access to Confidential Information.

## SECTION 6. STANDARD OF SERVICES AND INDEMNIFICATION.

**A. Representation and Certification of Services.** The Consultant represents and certifies that the Services shall be performed in accordance with the standards of professional practice and care practiced by marketing firms in performing services of a similar nature in Northeast Illinois at the Time of Performance.

**B. Indemnification.** The Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Village, its officials, and employees (collectively, Village) against all damage, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Consultant's negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom the Consultant is legally liable. The Village agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees and subconsultants (collectively, Consultant) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Village's negligent acts in connection with services provided under this agreement and the acts of its contractors, subcontractors or consultants or anyone for whom the Village is legally liable. Neither the Village nor the Consultant shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

**C. Insurance.** The Consultant proposes, and agrees that the Consultant shall provide certificates and policies of insurance evidencing the minimum insurance coverages and limits set forth in **Exhibit B** to this Agreement within 10 days following the Commencement Date. Such policies shall be in forms, and from companies, acceptable to the Village. Such policies shall name the Village as an additional insured and cancellation notice recipient, including without limitation naming the Village as an additional insured. Such insurance shall provide that no change, modification in, or cancellation of any insurance shall become effective until the expiration of thirty (30) days after written notice thereof shall have been given by the insurance company to Owner. In the event of any such cancellation or non-renewal, the Consultant shall provide, with the notice thereof, evidence of replacement insurance. The insurance coverages and limits set forth in Exhibit B shall be deemed to be minimum coverages and limits and shall

not be construed in any way as a limitation on the Consultant's duty to carry adequate insurance or on the Consultant's liability for losses or damages under this Agreement.

**D. No Personal Liability.** No elected or appointed official, or employee of the Village shall be personally liable, in law or in contract, to the Consultant as the result of the execution of this Agreement.

## SECTION 7. CONSULTANT AGREEMENT GENERAL PROVISIONS.

**A. Relationship of the Parties.** The Consultant shall act as an independent contractor in providing and performing the Services. Nothing in, nor done pursuant to, this Agreement shall be construed (1) to create the relationship of principal and agent, employer and employee, partners, or joint venturers between the Village and Consultant; or (2) to create any relationship between the Village and any subcontractor of the Consultant.

**B. Conflict of Interest.** The Consultant represents and certifies that, to the best of its knowledge, (1) no Village employee or agent is interested in the business of the Consultant or this Agreement; (2) as of the date of this Agreement neither the Consultant nor any person employed or associated with the Consultant has any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement; and (3) neither the Consultant nor any person employed by or associated with the Consultant shall at any time during the term of this Agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement.

**C. No Collusion.** The Consultant represents and certifies that the Consultant is not barred from contracting with a unit of state or local government as a result of (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless the Consultant is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax, as set forth in Section 11-42.1-1 *et seq.* of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 *et seq.*; or (2) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 *et seq.* The Consultant represents that the only persons, firms, or corporations interested in this Agreement as principals are those disclosed to the Village prior to the execution of this Agreement, and that this Agreement is made without collusion with any other person, firm, or corporation. If at any time it shall be found that the Consultant has, in procuring this Agreement, colluded with any other person, firm, or corporation, then the Consultant shall be liable to the Village for all loss or damage that the Village may suffer, and this Agreement shall, at the Village's option, be null and void.

**D. Termination.** Notwithstanding any other provision hereof, the Village may terminate this Agreement at any time upon 15 days prior written notice to the Consultant. In the event that this Agreement is so terminated, the Consultant shall be paid for Services actually performed and reimbursable expenses actually incurred, if any, prior to termination, not exceeding the value of the Services completed which shall be determined on the basis of the rates set forth in the Proposal.

**E. Default.** If it should appear at any time that the Consultant has failed or refused to prosecute, or has delayed in the prosecution of, the Services with diligence at a rate that assures completion of the Services in full compliance with the requirements of this Agreement, or has otherwise failed, refused, or delayed to perform or satisfy the Services or any other requirement of this Agreement (***"Event of Default"***), and fails to cure any such Event of Default within ten business days after the Consultant's receipt of written notice of such Event of Default from the Village, then the Village shall have the right, without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

1. Cure by Consultant. The Village may require the Consultant, within a reasonable time, to complete or correct all or any part of the Services that are the subject of the Event of Default; and to take any or all other action necessary to bring the Consultant and the Services into compliance with this Agreement.

2. Termination of Agreement by Village. The Village may terminate this Agreement without liability for further payment of amounts due or to become due under this Agreement after the effective date of termination.

3. Withholding of Payment by Village. The Village may withhold from any payment, whether or not previously approved, or may recover from the Consultant, any and all costs, including attorneys' fees and administrative expenses, incurred by the Village as the result of any Event of Default by the Consultant or as a result of actions taken by the Village in response to any Event of Default by the Consultant.

**F. Mutual Cooperation.** The Village agrees to cooperate with the Consultant in the performance of the Services, including meeting with the Consultant and providing the Consultant with such non-confidential information that the Village may have that may be relevant and helpful to the Consultant's performance of the Services. The Consultant agrees to cooperate with the Village in the performance of and the completion of the Services and with any other consultants engaged by the Village.

**G. News Releases.** The Consultant shall not issue any news releases or other public statements regarding the Services without prior approval from the Village Manager.

**H. Ownership.** Designs, drawings, plans, specifications, photos, reports, information, electronic data and files, observations, calculations, notes, and any other documents, data, or information, in any form, prepared, collected, or received by the Consultant in connection with any or all of the Services to be performed under this Agreement (***"Documents"***) shall be and remain the exclusive property of the Village. At the Village's request, or upon termination of this Agreement, the Consultant shall cause the Documents to be promptly delivered to the Village.

**I. Records.** Consultant agrees to maintain the records and documents for projects of the Village in compliance with the Freedom of Information Act, 5 ILCS 140/1 et seq. In addition, Consultant shall produce records that are responsive to a request received by the Village under the Freedom of Information Act so that the Village may provide records to those requesting them within the time frames required. If additional time is necessary to compile

records in response to a request, then Consultant shall so notify the Village and if possible, the Village shall request an extension so as to comply with the Act. In the event that the Village is found to have not complied with the Freedom of Information Act based upon Consultant's failure to produce documents or otherwise appropriately respond to a request under the Act, then Consultant shall indemnify and hold the Village harmless, and pay all amounts determined to be due including but not limited to fines, costs, attorneys' fees and penalties.

## SECTION 8. GENERAL PROVISIONS.

**A. Amendment.** No amendment or modification to this Agreement shall be effective unless and until the amendment or modification is in writing, properly approved in accordance with applicable procedures, and executed.

**B. Assignment.** This Agreement may not be assigned by the Village or by the Consultant without the prior written consent of the other party.

**C. Binding Effect.** The terms of this Agreement shall bind and inure to the benefit of the Parties to this Agreement and their agents, successors, and assigns.

**D. Notice.** All notices required or permitted to be given under this Agreement shall be in writing and shall be delivered (1) personally, (2) by a reputable overnight courier, or by (3) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid. Unless otherwise expressly provided in this Agreement, notices shall be deemed received upon the earlier of (a) actual receipt; (b) one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) three business days following deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section, each Party shall have the right to change the address or the addressee, or both, for all future notices and communications to the other party, but no notice of a change of addressee or address shall be effective until actually received.

Notices and communications to the Village shall be addressed to, and delivered at, the following address:

Mike Ellis
Village Manager
Village of Grayslake
10 South Seymour Avenue
Grayslake, Illinois 60030

Notices and communications to the Consultant shall be addressed to, and delivered at, the following address:

echogravity
3 Golf Center
Suite 270
Hoffman Estates
Attention: Kevin O'Brien

**E. Third Party Beneficiary.** No claim as a third party beneficiary under this Agreement by any person, firm, or corporation shall be made or be valid against either party as this Agreement has been entered into for the sole benefit of the parties.

**F. Provisions Severable.** If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

**G. Time.** Time is of the essence in the performance of this Agreement.

**H. Calendar Days and Time.** Unless otherwise provided in this Agreement, any reference in this Agreement to "day" or "days" shall mean calendar days and not business days. If the date for giving of any notice required to be given, or the performance of any obligation, under this Agreement falls on a Saturday, Sunday, or federal holiday, then the notice or obligation may be given or performed on the next business day after that Saturday, Sunday, or federal holiday.

**I. Governing Laws.** This Agreement shall be governed by, construed and enforced in accordance with the internal laws, but not the conflicts of laws rules, of the State of Illinois.

**J. Authority to Execute.**

1. The Village. The Village hereby warrants and represents to the Consultant that the persons executing this Agreement on its behalf have been properly authorized to do so by its corporate authorities.

2. The Consultant. The Consultant hereby warrants and represents to the Village that the persons executing this Agreement on its behalf have the full and complete right, power, and authority to enter into this Agreement and to agree to the terms, provisions, and conditions set forth in this Agreement and that all legal actions needed to authorize the execution, delivery, and performance of this Agreement have been taken.

**K. Entire Agreement.** This Agreement constitutes the entire agreement between the parties to this Agreement and supersedes all prior agreements and negotiations between the parties, whether written or oral relating to the subject matter of this Agreement.

**L. Waiver.** Neither the Village nor the Consultant shall be under any obligation to exercise any of the rights granted to them in this Agreement except as it shall determine to be in its best interest from time to time. The failure of the Village or the Consultant to exercise at any time any such rights shall not be deemed or construed as a waiver of that right, nor shall the failure void or affect the Village's or the Consultant's right to enforce such rights or any other rights.

**M. Consents.** Unless otherwise provided in this Agreement, whenever the consent, permission, authorization, approval, acknowledgement, or similar indication of assent of any

party to this Agreement, or of any duly authorized officer, employee, agent, or representative of any party to this Agreement, is required in this Agreement, the consent, permission, authorization, approval, acknowledgement, or similar indication of assent shall be in writing.

**N.** **Grammatical Usage and Construction.** In construing this Agreement, pronouns include all genders and the plural includes the singular and vice versa.

**O.** **Interpretation.** This Agreement shall be construed without regard to the identity of the party who drafted the various provisions of this Agreement. Moreover, each and every provision of this Agreement shall be construed as though all parties to this Agreement participated equally in the drafting of this Agreement. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

**P.** **Headings.** The headings, titles, and captions in this Agreement have been inserted only for convenience and in no way define, limit, extend, or describe the scope or intent of this Agreement.

**Q.** **Exhibits.** Exhibits A, B, and C are attached to this Agreement, and by this reference incorporated in and made a part of, this Agreement. In the event of a conflict between the Exhibit and the text of this Agreement, the text of this Agreement shall control.

**R.** **Rights Cumulative.** Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other rights, remedies, and benefits allowed by law.

**S.** **Counterpart Execution.** This Agreement may be executed in several counterparts, each of which, when executed, shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

ATTEST:

By: _____
Jennifer Hess, Deputy Village Clerk

VILLAGE OF GRAYSLAKE, ILL. CORPORATE SEAL

**VILLAGE OF GRAYSLAKE**

By: _____
Michael J. Ellis, Village Manager

ATTEST:

By: _____

**CONSULTANT**

By: _____
echogravity

# EXHIBIT A

## FEE SCHEDULE FOR SERVICES

***Estimated fees from echogravity. Other fees in the plan may be incurred, but will be directly paid to respective vendor.**

| Month | echogravity Fees (estimate) | Out of Pocket Fees (estimate) |
|---|---|---|
| January | $8,200 | $11,900 |
| February | $7,600 | |
| March | $6,500 | |
| April | $5,900 | |
| Total (estimate) | $40,100 | |

***The Total Fee (above) will not exceed $42,000 for Fiscal Year 2015/16.**

**EXHIBIT B**

**INSURANCE COVERAGES**

| Coverage | Limits of Liability |
|---|---|
| Worker's Compensation | Statutory |
| General Liability | $1,000,000 Each Occurrence<br>$2,000,000 General Aggregate |
| Products and Completed Operations Aggregate | $2,000,000 |
| Automobile Liability | $1,000,000 Combined Single Limit |
| Professional Liability | $1,000,000 each claim<br>$2,000,000 Aggregate |
| Excess/Umbrella Liability | $5,000,000 Each Occurrence<br>$5,000,000 Aggregate |

# EXHIBIT C

## PROJECT DESCRIPTION

**See Revised Marketing Communications Plan Deliverable dated January 12, 2016.**

**The January – April services in the Marketing Communications Plan Deliverable will conclude on April 30, 2016.**

# 2016 Marketing Communications Plan

# Esper A. Petersen Foundation

# Family Aquatic Center

JANUARY 5, 2016

Kevin O'Brien
kevin@echogravity.com
P: 847.960.3302
C: 630.730.1248

echogravity

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# AQUATIC CENTER COMMUNICATIONS PLAN

## OVERVIEW

The Esper A. Peterson Foundation Family Aquatic Center seeks to raise awareness of its facilities and offerings within Grayslake and surrounding communities, with the ultimate goal of increasing revenue that will enable the Center to make needed upgrades and improvements and continue to offer the community a vibrant local aquatic center.

As articulated in the 2014 Operational & Financial Assessment conducted by The Sports Management group, The Center is a clean, safe local venue that offers a quality, family friendly experience. Challenges, however, include worn, aged pool amenities, the competition of new pool facilities nearby, and an aging pool-going population that increasingly includes more teens and older adults (neither of which historically are big pool-goers).

Revenues from swim class attendance and family memberships are critical to the Center's operation. Therefore, key components to the Center's success include membership retention, new member development and swim lesson enrollment. It also is key for the Center to attract members and visitors outside the borders of Grayslake, as a result of the aforementioned aging Grayslake population.

A review of the Center's digital platforms (swimgrayslake.com, Facebook, Twitter and Instagram) demonstrates that the Center is thoughtful, organized, thorough and responsive in its digital public-facing communications. By simplifying focal-point graphics on the website's homepage, and establishing a voice in social media that engages the community in dialogue, the Center could increase the impact of these platforms. (For instance, posts that routinely employ all-caps, multiple exclamation marks and promotional messages have the tendency to "push" information at online friends and followers, which hampers natural, open back-and-forth conversation. Creative, original content is far more likely to spur lively interaction.)

The following marketing and communications plan from echogravity details targeted strategies and tactics designed to engage the Grayslake community and neighboring towns –

putting forth the Center's safe, convenient and affordable offerings through dynamic, timely and opportunistic messaging.

## AUDIENCES

### Local Residents

The Center offers amenities that have the potential to appeal to a broad range of local residents, across all age groups. The key: To match each audience with the best possible communications tactic.

- **Babies, Toddlers and Small Children:**
  - *Experience Desired:* Safe, fun, engaging introduction to swimming and the opportunity to be involved in a child's very first pool experiences
  - *Best Platforms:* Social media (Facebook, in particular), public relations, marketing
  - *Amenities of Interest:* Kid-friendly features (zero-depth beach, water play features, kiddie frog slide, sand play), Parent & Tot class, Waterbugs class, Open Swim, parties

- **Grade School and High School Students:**
  - *Experience Desired:* Venue for social interaction and independence, where growing kids can meet friends and also continue developing swimming confidence and skills
  - *Best Platforms:* Social media (directed at youth and parents alike), public relations, marketing
  - *Amenities of Interest:* Active features of the pool (slides, climbing wall, diving, sand play, concessions stand), Swim School, Semi-Private class, Private class, Open and Twilight Swim sessions, special events, parties, facilities rental

- **Young Adults, Adults and Seniors:**
  - *Experience Desired:* Information with which to make plans for family and friends, from memberships and admissions to parties and facilities rentals
  - *Best Platforms:* All strategies apply (social media, media relations, public relations, marketing, advertising)
  - *Amenities of Interest:* Knowledge of all amenities is important, as are adult-targeted classes and opportunities (Open Lap swimming, lap lanes, Water Aerobics, Discover SCUBA, Open-Water SCUBA, patio features)

### Non-Residents

Engaging individuals who live within a short drive from Grayslake – a group referred to as the "catchment area" in the 2014 study – is critical to the Center's success. The Center's proximity and competitive rates could be quite attractive to individuals living in the following communities:

- *Round Lake*
- *Round Lake Park*
- *Round Lake Beach*
- *Lake Villa*
- *Lindenhurst*
- *Volo*
- *Hainesville*

## STRATEGIES

To attract more members and guests to the Center, echogravity recommends connecting with this broad potential audience through the following targeted strategies.

***Note:*** *Each month, the same topic/ theme carries across all platforms, ensuring a consistent brand voice and reiterating calls-to-action for maximum impact.*

- ***Survey:*** Determine areas for improvement and desired amenities through objective, measurable survey results
- ***Media Relations:*** Publicize the Center through non-paid media placements in local online and print outlets
- ***Public Relations:*** Elevate the Center's profile through direct messaging to the public and strategic appearances by Center leadership and representatives
- ***Marketing:*** Encourage membership and admission through low-cost promotions and clever messaging of planned events and amenities
- ***Social Media:*** Bolster the Center's social media presence (across Facebook, Twitter and Instagram) with fresh daily content, featured photos, themed campaigns and giveaways that reward new followers
- ***Partnerships & Parties:*** Demonstrate enhanced hospitality by teaming up with existing partners in new ways and adding new energy to party offerings
- ***Advertising:*** Ensure visibility of the Center's amenities and key points of difference through paid placements

## Tactics

### Survey

- ***Establish Audience & Build List:*** Develop two surveys – a membership retention-focused survey distributed to the 5,000 contacts in RecTrack, and a membership recruitment-oriented survey directed at a sampling of residents throughout the catchment area
- ***Core Inquiries:*** Develop survey questions, directed at each survey group as necessary, covering the following topics:
    - Customer service
    - Entertainment value
    - Location
    - Specialty needs
    - Affordability/value
    - Hours of operation
    - Overall experience
    - Cleanliness
    - Facilities
    - Staff
    - Food quality
    - Features & amenities
- ***ROI Improvements:*** Ask survey recipients to rank the desirability of new amenities (new slide, lazy river), including less expensive options, such as:

  - New locker units
  - Improved changing stalls
  - Colorful/patterned walkways
  - Expanded birthday party features
  - Additional sand play features
  - Colorful deck chairs and flags
  - Free Wi-Fi access
  - Refreshed/illuminated entry signage
  - Remodeled front lobby
  - New water play structure in tot area
  - Land play structure in the grass area
  - Splash garden pad
  - Inflatable play structure
  - Expanded climbing wall
- ***Distribute, Tabulate & Share:*** Send out the survey electronically and share results with the Center

## Media Relations

- ***Material Development:*** Develop key messages about the Center for use across all messaging documents, a "by-the-numbers" run-down of relevant Center stats and an FAQ document to serve as resources for the media, as well as a media list targeting area outlets
- ***Press Announcements:*** Distribute press releases on center announcements (rates/discounts, pool events, party packages) to local press such as Patch.com, TribLocal, MySuburbanLife/Lake County Journal with topics that align with the Center's objectives and content calendar
- ***Quick Briefs:*** Author concise news briefs on each of the Center's summer events, uploading the copy to local online media websites

***[*SEE APPENDIX TABLE 1 FOR ADDITIONAL DETAIL]***

## Public Relations

- ***Executive Positioning:*** Develop a multi-media pool safety presentation, to be presented to the membership of local organizations, such as the PTA, Library, Park District, schools, youth organizations, senior homes
- ***Staff a Table:*** Secure a table at several of Grayslake's many festivals (such as the Craft Beer Festival, Arts Festival, Taste of Grayslake, Color Aloft Balloon Festival), distributing membership information and inviting passersby to enter for the prize of a free 2016 membership (if budget allows, consider festivals of towns in the catchment area); Develop a quick card (5x7-inch, full-color, 2-sided, heavy card stock) of basic 2016 season info for distribution at the table
- ***Monthly Flyers:*** Spread the word about upcoming events in colorful flyers (demonstrating a consistent look-and-feel) posted throughout the Center, Park District facilities and the Center's partner restaurants, as well as in area senior homes/facilities
- ***Monthly Newsletter:*** Assess the current e-newsletter, enhance it to align with the marketing plan's tone of voice and branding, develop content, and distribute to the Center's audience
- ***Video Development:*** Script, produce and edit a 1-minute video in 2016 highlighting the best features of the pool and featuring the voices and images of the pools broad audience, for use

on www.swimgrayslake.com and across social media channels next year, in Summer 2017

***[*SEE APPENDIX TABLES 2 AND 3 FOR ADDITIONAL DETAIL]***

## Marketing

- ***Summer 2016 Tagline & Art:*** Create a new tagline and artwork specifically for Summer 2016, which serves as a memorable call-to-action all season long and reiterates the Center's key points of difference: *Safe. Convenient. Affordable.* Ideas include:
    - Let's Swim! Your Summer 2016 Headquarters for Safe, Affordable Fun
    - Endless Summer Fun Is Closer Than You Think
    - Dive In: Safe, Affordable Swimming Starts Here
- ***Coupon Development:*** Design and print bright (perhaps neon) can't-miss wallet-sized discount cards, branded in the Summer 2016 tagline, targeting key audiences. Possible discounts include:
    - $1 off daily admission (all ages)
    - $5 off membership (all ages)
    - Free Tot Swim (small children)
    - Free Open Swim (grade school and high school)
    - Free Twilight Swim (adults, seniors)
    - Free Lap Swim (adults, seniors)
    - Members bring a friend discount (all ages)
- ***Targeted Coupon Distribution:*** Arrange strategic inclusion of the coupons in tables and prize packets throughout the community during pool season:
    - End-of-school-year prizes for students for perfect attendance and/or good grades (children of all ages)
    - For completion of Library Summer Reading Program (young kids)
    - Upon the completion of Park District summer classes (grade and high school kids)
    - For inclusion in the Chamber new resident or new business packets and for distribution at the Chamber office (adults)
    - For distribution at local senior centers (seniors)
- ***Direct Mailer:*** Develop two direct mailers – one targeting Center members and focused on retention (*Join us again in Summer 2016!*) and one targeting surrounding communities and focused on new members (*Meet us at the pool in Summer 2016!*):
    - Both mailers should be reflective of the Summer 2016 key messaging, tagline and art – touting the benefits of membership, summer camp info and swim classes offered
    - Each mailer should include a promo/offer code (IE: "Mention JOIN2016 when registering" for retention mailers, and "Mention POOL2016 when registering" for recruitment mailers) to monitor impact of the direct mailer; Advise staff to note this data during registration
- ***Dunk Tank:*** Sponsor a dunk tank at a civic summer event (5K Family Fun Run, Summer Days) and hand out coupons to those who successfully dunk the person in the booth (if budget allows, consider community events in the catchment area)
- ***Parade Float:*** Enter a float or truck in the Grayslake Summer Days Parade, passing out coupon, and investigate parades in other towns in the catchment area

## Social Media & Digital

- ***Post Development:*** Establish a voice on social media that constantly harkens back to your

key attributes (Safe. Convenient. Affordable.), through the reiteration of the 2016 tagline and shared details of events and programming
- ***Campaigns:*** Countdown to the opening of the pool in May by spotlighting a different amenity every day for seven days leading up to the opening (in a series of themed graphics or illustrations)
- ***Giveaways:*** Establish a weekly Open Swim admission giveaway on Facebook called "Pool Friend Fridays," rewarding one new Facebook friend each Friday (chosen at random from the list of new followers secured that day) with a coupon for free admission
- ***Splash of the Day:*** Every Saturday of the summer, feature the photo of a different pool guest across all social platforms (being sure to obtain rights from the family, via a standardized consent form)
- ***Movie Trivia:*** Post movie trivia on social media in the days before the center's featured pool movies (top 10 quotes from a comedy, 5 things you didn't know about a beloved cartoon) to generate excitement for the film's showing
- ***Weather Updates:*** Post real-time weather updates, across all social platforms, when pool hours and classes are impacted, utilizing the Green, Yellow and Red flag system articulated in the 2014 study
- ***Homepage Refresh:*** Develop fresh graphics that deliver simplified (less text-heavy) messaging about the benefits of memberships and/or feature an upcoming event
- ***Search Engine Optimization:*** Optimize website for terms that will draw resident and non-resident traffic.

## Partnerships & Parties

- ***Guest Concessions:*** Host special Swim Break treats in the concession area by regularly featuring donated snacks from the center's restaurant (membership card) partners. Ideas include:
    - Ice cream, donut holes (young children)
    - Hotdogs, pizza (teens)
    - Burgers, charcuterie (adults)
    - Food Truck appearances in parking lot on dedicated days (all)
- ***Enhance Kid Parties:*** Offer parties that go a step further than patio rental to provide a theme and one coordinated activity, executed by junior pool staff:
    - Pirate: Distribute a treasure map of the pool, then lead a treasure hunt around the amenities
    - Mermaid: Dive for starfish, build sand castle, sing along to familiar Little Mermaid tunes
    - Olympics: Lead swim races in the lap area and dive contests in the dive area, followed by a medal ceremony

## Advertising

- ***Summer Camp Opportunities:*** Research area programs and institutions hosting summer camps within close proximity to the Center and identify relevant contacts
- ***Summer Camp Pitch:*** Create a "pitch" packet (using the key messages, by-the-numbers, FAQ and quick card) that advertises the Center as a summer camp resource and venue, and distribute to identified contacts
- ***Facebook Ads:*** Establish a monthly ad budget for Facebook and, in weekly ad posts, experiment with graphics and headlines to determine which verbiage and imagery resonates

most with those who interact with the ad; Begin Facebook ads in April, with a modest budget, then scale up during the months of May, June, July and August)

## APPENDIX

### Table 1: Media Relations Content Calendar

| | |
|---|---|
| **January** | Material Development<br>- Key Messages<br>- By-the-Numbers<br>- FAQ<br>- Media List |
| **February** | Material Development<br>- Finalize Materials<br>Summer Camp Inclusion<br>- Draft and distribute long-lead "Summer Camp" pitch |
| **March** | Press Release<br>- Topic: 2016 Season Overview detailing swim classes and membership info |
| **April** | Summer Camp Inclusion<br>- Conduct follow up on "Summer Camp" pitch<br>Press Release<br>- Conduct follow up on March press release<br>Quick Briefs<br>- Begin developing May event quick briefs |
| **May** | Press Release<br>- Topic: Summer 2016 Special Events, including season opener<br>Quick Briefs<br>- Preview Party<br>- Opening Day |
| **June** | Press Release<br>- Conduct follow up on May press release<br>Quick Briefs<br>- Father's Day<br>- Glow Swim |

# AQUATIC CENTER COMMUNICATIONS PLAN

| | |
|---|---|
| **July** | Press Release<br>- Topic: Parties and Facility Rentals<br><br>Quick Briefs<br>- July 4th Events<br>- Movie Night<br>- Summer Cookout<br>- Save a Pet Day<br>- National Lollipop Day<br>- Grandparent's Day<br>- Special Olympics |
| **August** | Press Release<br>- Conduct follow up on July press release<br>Quick Briefs<br>- TBD |
| **September** | Press Release<br>- Topic: TBD<br>Quick Briefs<br>- Final Pool Day |
| **October to December** | TBD |

## Table 2: Monthly Flyer Topic Calendar & Target Audiences

| | |
|---|---|
| **January** | N/A |
| **February** | N/A |
| **March** | 2016 Season Overview (all audiences)<br>Classes for Adults and Seniors (adults, seniors) |
| **April** | Summer Camp (children, teens, parents)<br>Parties and Rentals (adults) |
| **May** | Preview Party & Opening Day (children, teens, parents) |
| **June** | Father's Day (adults)<br>Glow Swim (children, teens) |
| **July** | July 4th Events (all audiences)<br>Movie Night (children, teens, parents)<br>Summer Cookout (all audiences)<br>Save a Pet Day (all audiences)<br>National Lollipop Day (children, parents)<br>Grandparent's Day (seniors)<br>Special Olympics (all audiences) |
| **August** | Concessions (children, teens, parents) |
| **September** | Final Swim Day (children, teens, parents) |
| **October** | 2016 Season Recap and Thank You (adults, seniors) |
| **November** | Holiday Membership Promotion (adults) |
| **December** | New Year New You Promotion (adults, seniors) |

## Table 3: Monthly E-Newsletter Content Calendar

| | |
|---|---|
| **January** | New Year, New You: Getting Fit in 2016 |
| **February** | We Love Our Community: Tell Us How We Can Be Better (survey) |
| **March** | 2016 Season Overview |
| **April** | Summer's Around the Corner: Camp Rundown and Parties/Rentals |
| **May** | Opening Day is Here! Classes for All |
| **June** | Father's Day and Classes for Adults/Seniors |
| **July** | The Spot for Tots: Intro classes for babies |
| **August** | Improved Concessions Offerings/Special Snack Breaks |
| **September** | Final Swim Day |
| **October** | Reflection on Summer 2016 (attendance, improvements) and Thank You to Members |
| **November** | Holiday Membership Promotion |
| **December** | New Year's Promotion |

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| PRODUCER | CONTACT NAME: ANN MEYER | |
|---|---|---|
| ANN MEYER AGENCY- FARMERS INSURANCE<br>511 EICHLER DR<br>WEST DUNDEE, IL 60118 | PHONE (A/C, No, Ext): 847 836 2202 | FAX (A/C, No): 847 836 2212 |
| | E-MAIL ADDRESS: AMEYER@FARMERSAGENCY.COM | |
| | INSURER(S) AFFORDING COVERAGE | NAIC # |
| | INSURER A: TRUCK INSURANCE EXCHANGE | 21709 |
| INSURED | INSURER B: FARMERS INSURANCE EXCHANGE | 21652 |
| ECHOGRAVITY<br>KEVIN O'BRIEN & BRIAN JAMESON<br>3712 PEREGRINE WAY<br>ELGIN, IL 60124 | INSURER C: MID CENTURY INSURANCE COMPANY | 21687 |
| | INSURER D: HISCOX INSURANCE COMPANY | |
| | INSURER E: | |
| | INSURER F: | |

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| C | [X] COMMERCIAL GENERAL LIABILITY<br>[ ] CLAIMS-MADE [X] OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>[ ] POLICY [ ] PRO-JECT [ ] LOC<br>[ ] OTHER: | | | 605131704 | 09/06/2015 | 09/06/2016 | EACH OCCURRENCE | $ 1,000,000 |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 75,000 |
| | | | | | | | MED EXP (Any one person) | $ 5,000 |
| | | | | | | | PERSONAL & ADV INJURY | $ 1,000,000 |
| | | | | | | | GENERAL AGGREGATE | $ 2,000,000 |
| | | | | | | | PRODUCTS - COMP/OP AGG | $ 1,000,000 |
| | | | | | | | | $ |
| | AUTOMOBILE LIABILITY<br>[ ] ANY AUTO<br>[ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS<br>[ ] HIRED AUTOS [ ] NON-OWNED AUTOS | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | | | | | | | BODILY INJURY (Per person) | $ |
| | | | | | | | BODILY INJURY (Per accident) | $ |
| | | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| | [ ] UMBRELLA LIAB [ ] OCCUR<br>[ ] EXCESS LIAB [ ] CLAIMS-MADE<br>[ ] DED [ ] RETENTION $ | | | | | | EACH OCCURRENCE | $ |
| | | | | | | | AGGREGATE | $ |
| | | | | | | | | $ |
| D | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ]<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | | UCD-130168EO-12 | 10/03/2015 | 10/03/2016 | [ ] PER STATUTE [ ] OTH-ER | |
| | | | | | | | E.L. EACH ACCIDENT | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | $ |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

3712 PEREGRINE WAY, ELGIN, IL 60124
BRIAN JAMESON AS CO-OWNER AND ADDITIONAL NAMED INSURED

VILLAGE OF GRAYSLAKE IS ALSO LISTED AS ADDITIONAL INSURED

**CERTIFICATE HOLDER**

VILLAGE OF GRAYSLAKE
10 SEYMOUR AVE
GRAYSLAKE, IL 60030

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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