

RESOLUTION NO. 1631

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
GOLDEN APPROVING AN AGREEMENT WITH CAMERON
CHRISTOPHER THOMAS ADVERTISING, INC. PERTAINING TO
COMMUNITY MARKETING SERVICES**

WHEREAS, City Council acknowledges the responsibility of the Economic Development Commission (EDComm) to administer the Community Marketing Fund; and


WHEREAS, EDComm has completed a contractor solicitation process, and recommended the retention of Cameron, Christopher, Thomas Advertising, Inc. as the City's marketing consultant; and

WHEREAS, City Council has reviewed the contract presented by EDComm for an Agreement with Cameron, Christopher, Thomas Advertising, Inc.

THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GOLDEN, COLORADO:

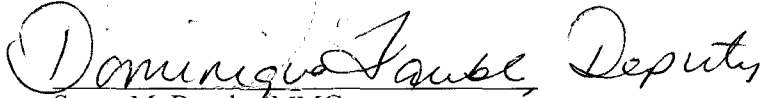
The Agreement for professional services with Cameron, Christopher, Thomas Advertising, Inc. is approved in essentially the same form as the copy of such agreement accompanying this resolution. The Mayor is authorized to execute the Agreement on behalf of the City.

Adopted the 8th day of December, 2005.



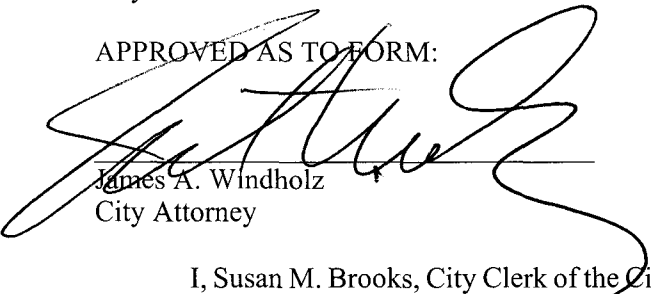
Charles J. Baroch
Mayor

ATTEST:



Susan M. Brooks, MMC
City Clerk

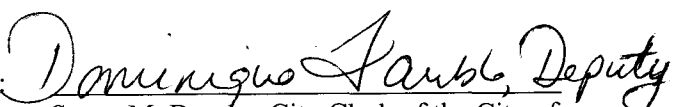
APPROVED AS TO FORM:



James A. Windholz
City Attorney

I, Susan M. Brooks, City Clerk of the City of Golden, Colorado, do hereby certify that the foregoing is a true copy of a certain Resolution adopted by the City Council of the City of Golden, Colorado at a regular meeting thereof held on the 8th day of December, A.D., 2005.

(SEAL)

ATTEST: 

Susan M. Brooks, City Clerk of the City of
Golden, Colorado

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICE

THIS AGREEMENT is made and entered into this 8th day of December, 2005, by and between the CITY OF GOLDEN (hereinafter referred to as "GOLDEN") and CAMERON CHRISTOPHER THOMAS Advertising, Inc. (hereinafter referred to as "CONSULTANT").

WITNESSETH:

WHEREAS, GOLDEN requires professional consulting services in connection with implementation of a community marketing plan; and

WHEREAS, CONSULTANT has held itself out to GOLDEN as having the requisite expertise and experience to perform the required work for the Project.

NOW, THEREFORE, for and in consideration of the promises and covenants herein appearing, the parties agree as follows:

I. SCOPE OF SERVICES.

The specific scope of services is described in the attached Exhibit A

II. GOLDEN OBLIGATIONS/CONFIDENTIALITY.

GOLDEN shall provide CONSULTANT with information, reports and such other data as may be available to GOLDEN and reasonably required by CONSULTANT to perform hereunder. No Project information shall be disclosed by CONSULTANT to third parties without prior written consent of GOLDEN or pursuant to a lawful court order directing such disclosure. All documents provided by GOLDEN to CONSULTANT shall be returned to GOLDEN. CONSULTANT is authorized by GOLDEN to retain copies of such data and materials at CONSULTANT's expense.

III. OWNERSHIP OF WORK PRODUCT.

Upon payment to CONSULTANT pursuant to this Agreement, all work, data, drawings, designs, plans, reports, computer programs (nonproprietary), computer input and output, television, video and radio product, analyses, tests, maps, surveys, or any other materials developed for this Project, are and shall be the sole and exclusive property of GOLDEN. However, any reuse of the documents by GOLDEN without prior written authorization by CONSULTANT other than for the specific intended purpose of this Agreement will be at GOLDEN's sole risk. The CONSULTANT will provide GOLDEN with a ten (10) day written notice prior to disposal of Project documents it has retained during which time GOLDEN may take physical possession of same at the storage site. Certain materials provided to CONSULTANT by outside suppliers remain the property of that

supplier in accordance with general trade practices. Such materials would include, but not be limited to, printing plates, negatives, film and tape masters or originals, and engraving.

IV. COMPENSATION.

In consideration for the completion of the services specified herein by CONSULTANT, GOLDEN shall pay CONSULTANT accordingly to the fee schedule in Exhibit B. On the 15th and at the end of each month this Agreement remains in force, CONSULTANT shall render a statement of account to GOLDEN, which shall include all current CONSULTANT charges for services, costs and expenses incurred hereunder. GOLDEN shall remit such charges to CONSULTANT within thirty (30) days of invoice date.. GOLDEN reserves the right to withhold final payment until such time as the work is complete.

Media Insertion Costs – All media insertion costs to be paid directly by GOLDEN. CONSULTANT will review media invoices for accuracy, and will advise GOLDEN prior to making media payments, and will provide ongoing media placement monitoring, troubleshooting and coordination services, as specified in Exhibit B.

Advance Printing Billing - For printing projects greater than \$2,000, GOLDEN will pay fifty percent (50%) of necessary printing costs in advance of CONSULTANT'S commitment for the same and the balance upon completion of the printing job. Certain large printing jobs (over \$25,000) may require one hundred percent (100%) prepayment. CONSULTANT will inform GOLDEN of these situations as they occur, in advance, within a reasonable time period. GOLDEN will be authorized to require CONSULTANT to provide three written bids for any printing job over \$5,000.

Buy-Outs - CONSULTANT will act on behalf of GOLDEN to negotiate appropriate "buy-outs" or usage rights, on talent, photography and illustration, unless otherwise instructed by GOLDEN. CONSULTANT will advise and bill GOLDEN for all remittances made by CONSULTANT for GOLDEN'S account.

Budget Authority. GOLDEN designates the DIRECTOR OF PLANNING AND DEVELOPMENT as primary contact person for budget approval within its organization. The DIRECTOR OF PLANNING AND DEVELOPMENT is authorized to deal with CONSULTANT and to communicate with CONSULTANT on behalf of GOLDEN.

V. COMMENCEMENT OF WORK.

Within seven (7) days of receipt from GOLDEN of a Notice to Proceed, CONSULTANT shall commence work on all its obligations as set forth in the Scope of Services or that portion of such obligations as is specified in said Notice.

VI. CHANGES IN SCOPE OF SERVICES.

A change in the Scope of Services shall constitute any change or amendment of services or work which is different from or additional to the Scope of Services specified in Section I of this Agreement. No such change, including any additional compensation, shall be effective, or paid unless authorized by written amendment executed by the City Manager or (his)(her) designee of

GOLDEN. If CONSULTANT proceeds without such written authorization, then CONSULTANT shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum merit or implied contract. Except as expressly provided herein, no agent, employee or representative of GOLDEN shall have the authority to enter into any changes or modifications, either directly or implied by a course of action, relating to the terms and scope of this Agreement.

VII. PROFESSIONAL RESPONSIBILITY.

CONSULTANT hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and marketing licenses in good standing, required by law.

The work performed by CONSULTANT shall be timely performed in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of work in the applicable community.

VIII. COMPLIANCE WITH LAW.

The work and services to be performed by CONSULTANT hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations.

IX. INDEMNIFICATION.

The CONSULTANT agrees to indemnify and hold harmless GOLDEN, and its officers and its employees, from and against all liability, claims demands, and expenses, including court costs and reasonable attorney fees, on account of any injury, loss, or damage, which arise out of or are in any manner connected with the work to be performed under this Agreement, if such injury, loss, or damage is caused by, or is claimed to be caused by, the negligent act or omission, error, professional error, mistake, accident, or other fault of the CONSULTANT, any Subcontractor of the CONSULTANT, or any officer, employee, or agent of the CONSULTANT. The obligations of this Section IX shall not apply to damages which GOLDEN shall become liable by final judgment to pay to a third party as a result of the negligent act or omission, error, professional error, mistake, accident, or other fault of the City of Golden.

X. INSURANCE.

A. The CONSULTANT agrees to procure and maintain in force during the term of this Agreement, at its own cost, the following coverages:

1. Workers' Compensation insurance if required by the Labor Code of the State of Colorado and Employers' Liability Insurance.

2. Automobile Liability Insurance with minimum combined single limits for bodily injury and property damage of not less than ONE HUNDRED THOUSAND DOLLARS (\$100,000) for any one occurrence, with respect to each of the CONSULTANT's owned, hired or non-owned vehicles assigned to or used in performance of the services. In the event that the CONSULTANT's insurance does not cover non-owned automobiles, the requirements of this paragraph shall be met by each employee of the CONSULTANT who utilizes an automobile in providing services to GOLDEN under this Agreement.

B. If approved by GOLDEN, evidence of qualified self-insured status may be substituted for one or more of the foregoing insurance coverages.

C. CONSULTANT shall procure and maintain, and shall cause any Subcontractor of the CONSULTANT to procure and maintain, the minimum insurance coverages listed herein. Such coverages shall be procured and maintained with forms and insurers acceptable to GOLDEN. All coverages shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the CONSULTANT pursuant to Section IX of this Agreement. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

D. A Certificate of Insurance shall be completed by the CONSULTANT's insurance agent(s) as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be subject to review and approval by GOLDEN prior to commencement of any services under this Agreement. The Certificate shall identify this Agreement and shall provide that the coverages afforded under the policies shall not be canceled, terminated or materially changed until at least 30 days prior written notice has been given to GOLDEN. The completed Certificate of Insurance shall be sent to:

City of Golden
911 10th Street
Golden, CO 80401
Attn: Risk Management

E. Failure on the part of the CONSULTANT to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of contract upon which GOLDEN may immediately terminate this Agreement, or at its discretion GOLDEN may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by GOLDEN shall be repaid by the CONSULTANT to GOLDEN upon demand, or GOLDEN may offset the cost of the premiums against any monies due to CONSULTANT from GOLDEN.

F. GOLDEN shall have the right to request and receive a certified copy of any policy and any endorsement thereto.

G. The parties hereto understand and agree that GOLDEN, its officer, and its employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, Section 24-10-101, et seq., C.R.S., as from time to time amended, or otherwise available to GOLDEN, its officers, or its employees.

XI. NON-ASSIGNABILITY.

Neither this Agreement, nor any of the rights or obligations of the parties hereto, shall be assigned by either party without the written consent of the other.

XII. TERM/TERMINATION.

The term of this Agreement shall end on December 31, 2008, subject to annual appropriations by the Golden City Council.

The foregoing notwithstanding, GOLDEN or CONSULTANT may terminate this Agreement at any time upon providing the other party with sixty (60) days advance written notice. In the event the Agreement is terminated by issuance of said written notice of intent to terminate, GOLDEN shall pay CONSULTANT for all work previously authorized, completed, and delivered prior to the date of termination. If, however, CONSULTANT has substantially or materially breached the standards and terms of this Agreement, GOLDEN shall have any remedy or right of set-off available at law and equity.

XIII. DEFAULT/ATTORNEY FEES.

In the event of default of any of the provisions herein, the defaulting party shall be liable to the non-defaulting party for all reasonable attorney fees, legal expenses and costs incurred as a result of the default.

XIV. VENUE.

This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in the County of Jefferson, State of Colorado.

XV. INDEPENDENT CONTRACTOR.

CONSULTANT is an independent contractor. Notwithstanding any provision appearing in this Agreement, all personnel assigned by CONSULTANT to perform work under the terms of this Agreement shall be, and remain at all times, employees or agent of CONSULTANT for all purposes. CONSULTANT shall make no representation that it is the employee of GOLDEN for any purposes.

XVI. NO WAIVER.

Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by GOLDEN shall not constitute a waiver of any of the other terms or obligations of this Agreement.

XVII. ENTIRE AGREEMENT.

This Agreement and the attached Exhibits are the entire Agreement between CONSULTANT and GOLDEN, superseding all prior oral or written communications. None of the provisions of this Agreement may be amended, modified or changed, except as specified herein.

XVIII. NOTICE.

Any notice or communication between CONSULTANT and GOLDEN which may be required, or which may be given, under the terms of this Agreement shall be in writing, and shall be deemed to have been sufficiently given when directly presented or sent pre-paid, first class United States Mail, addressed as follows:

City of Golden
911 10th Street
Golden, CO 80401
Attn: City Manager

Cameron Christopher Thomas Advertising, Inc.
1786 Platte Street
Denver, CO 80202
Attn: Christopher Clemens

City of Golden

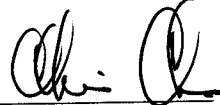
C. J. Baroch
Charles J. Baroch
Mayor

ATTEST:

Dominique L. Ambler, Deputy

Susan M. Brooks, MMC
City Clerk

Cameron Christopher Thomas Advertising

By: Christopher Clemens 

Title: President

Exhibit A

I. 2006 Marketing Goals

The City of Golden Economic Development Commission has identified the following marketing goals for 2006 and beyond. This contract scope of work will address a specific portion of these goals and performance measures as detailed in sections II and III of this exhibit A.

Major elements of EDComm's effort will be as follows:

- Coordinate marketing efforts among various governmental organizations in Golden and the chamber and minimize unintended duplication. **(Not a part of this contract; primarily an EDComm responsibility)**
- Solicit input from small business stakeholders on a continuing basis regarding strategies and goals.
- Focus on marketing activities on programs and efforts that cannot reasonably be provided by other stakeholders (Fill gaps and niches... let individual businesses market themselves.)
- Develop and implement programs to convert event and activity attendees to customers for retail, restaurant, and attraction stakeholders.
- Develop and implement programs to convert Coors Tour attendees into customers for retail, restaurant, and attraction stakeholders.
- Increase first time and return customer visits to Golden retail, restaurant and attractions from employees and residents in 80401 and 80403.
- Increase first time and return customer visits to Golden retail, restaurant and attractions from employees and residents from elsewhere in the front range region.
- Increase first time and return customer visits to Golden retail, restaurant and attractions from employees and residents from outside the front range region.
- Report to City Council and stakeholders at least quarterly. **(Not a part of this contract; an EDComm responsibility)**

II. 2006 Marketing Strategy

- The scope of work and compensation structure described below and in Exhibit B are intended to cover the period of the three year contract. For each year of the contract a marketing strategy will be developed jointly by the contractor and EDComm, as described as task 1 under Section III, A.

III. Major Scope of Work Elements

A. Work Elements and Services Contained in Base Fee Structure

Task 1. *(Research and do the annual plan)*

Situation analysis

- Analysis/Recommendations for consumer and business marketing based on research, trends, stakeholder input, retail merchandising plan and macro economic factors
- Proposed major marketing initiatives for entire year broken down by target market segment and addressing key strategies and tactical plans
- Annual media plan/strategy
- Placement of all media buys (negotiations)
- Public Relations strategy and plan
- Creative strategy and branding analysis and recommendations
- Performance measures to determine level of success in meeting plan goals.

We understand key target markets to include:

1. Golden residents in primary zip codes
2. Stakeholders (vendors who supply marketing funds, cultural attractions, other related business sectors, as well as city officials and economic development board members)
3. Visitors to the Front Range staying with friends/family or in overnight hotels as well as those travel industry professionals that impact the visitors' itinerary such as concierge and tour personnel.
4. Denver metro area residents who use Golden as a daytrip with focus on those living in the Southwest quadrant of the city as well as residents of Genesee, Morrison, and Evergreen.
5. Coors Tour attendees
6. Travel writers and Denver regional media

Task 2. Plan Implementation to include:

- Management of marketing functions over the course of the year including program oversight, staff implementation, public relations programming, stakeholder/merchant relations and program communications.
- Public Relations Plan Implementation.
- Execution of third party and media sponsorship of Golden marketing programming and dealmaking with targeted sponsors.
- Development of all creative and media elements to support overall or individual seasonal campaigns.
- Development of programs to assist vendors to increase sales from their business and maximize sales opportunities from traffic in the city (conversion from lookers to buyers).

- Management of resources needed to execute the marketing plan inclusive of public relations specialist, tour and travel specialist, sponsorship deal maker(s), research resources, creative director, etc.
- Ongoing client communications and attendance at key city meetings by Consultant leadership. Stakeholder communications by account executive, marketing coordinator and other Consultant team members.
- Execution of other economic development or city marketing needs as they are required, outside of current program budget.
- Ongoing reporting of program execution. Guidelines: monthly status report provided to Economic Development Commission (approx. 1-2 pages as required) detailing updates on specific program development and results.

B. Additional Fee Items Anticipated

1. Creative development and production for implementation will be estimated on a per project basis and bid as an hourly rate with a not to exceed figure approved by the contract administrator. Adjustments to the per project bid must be approved in writing by both parties. Hourly rates for creative services are listed in Exhibit B.
2. Other printing and production services will be estimated on a per project basis and bid as a not to exceed figure approved by the contract administrator. Adjustments to the per project bid must be approved in writing by both parties.

C. Additional Optional Services

Outside the terms of the marketing contract, CCT will also provide, upon request, creative services to EDComm on an as needed basis for development of leasing materials, research studies, broker communications and other “leasing marketing” creative needs that support the leasing of space in Golden to targeted uses consistent with targeting programs developed by client. Such services will be based upon a project by project proposal basis, with creative and production handled according to the rates in Exhibit B..

Exhibit B

Compensation Structure for initial transition period, Brand Ignition Point Marketing Research and 2006 Annual Marketing Plan Development, December 1, 2005 through January 31, 2006.

Consultant will be paid on an hourly basis, to cover Consultant service including, but not limited to: account management, account planning, public relations planning, media planning, research and development, creative and production services. All Consultant services will be estimated as projects for Client approval. All Consultant services will be paid according to the attached Consultant's Schedule of Rates, upon approval of written estimates by Golden. Golden will approve estimates in writing before Consultant begins work.

Creative and Production Expenses – Consultant will estimate any required creative or production expenses, in advance, on a project-by-project basis. Golden will approve estimates in writing before Consultant begins work on any creative or production project. Consultant will provide, negotiate, arrange, or contract for any special talent required, and for photography, illustrations, models, special effects, layouts and artwork, and for printing, including any required engraving, and any other necessary technical materials for use in the marketing program at the most favorable rates and terms available under the circumstances.

Expenses - Golden shall reimburse Consultant for its net costs of mailing, copying, packaging, shipping, taxes and duties, incurred by Consultant in connection with the performance of this Agreement.

Travel - Golden shall reimburse all of Consultant's net costs for any necessary traveling done outside of the Denver Metro area on behalf of Golden. Such travel shall be subject to the prior approval of Golden.

Compensation Structure for balance of period of Contract February 1, 2006 through December 31, 2008

1. Development of Annual Marketing Plan for 2007 and 2008 \$10,000 (plus any outside pre-approved costs such as printing, binding, etc)
2. A monthly retainer in the amount of \$4,555 will be paid for the base services listed in Exhibit A, Section III. Additional expenditures other than authorized reimbursables will not be compensated unless authorized in writing by contract administrator. The basis for the retainer is as follows:
 - Approximately 12 hours of account/project management per month at hourly rate of \$115. This includes internal campaign implementation, coordination and client communication for the overall marketing program.
 - Approximately 7 hours of administrative time per month at hourly rate of \$75.

- Approximately 6 hours of media planning/placement time per month at hourly rate of \$125. This includes media planning, placements, coordination, troubleshooting and reporting.
 - Approximately 20 hours of ongoing merchant coordination per month at hourly rate of \$95. This includes external campaign implementation, coordination with Golden area merchants and events and ongoing communication with merchants.
3. Additional "Merchant Coordination / Event Promotional Services":
Additional periods of "heavy-up" service are anticipated due to certain events and/or promotional activities, which may require additional event / publicity coordination services beyond those included in the standard monthly fee. These additional "Merchant Coordination / Event Promotional" services will be estimated as projects for Client approval, and will be paid according to the Consultant's Schedule of Rates, upon approval of written estimates by Golden.
 4. Public Relations Services will be provided by Linhart McClain Finlon Public Relations, 2340 Blake Street, Denver, CO 80205 (or another qualified resource if approved by client) by contract to contractor. A separate monthly retainer in the amount of \$2,500 will be paid for the base services listed in Exhibit A, Section III. Additional expenditures other than authorized reimbursables will not be compensated unless authorized in writing by contract administrator. The basis for the retainer is as follows:
Approximately 21 hours of public relations services per month at hourly rate of \$120. This includes ongoing media relations services.
 5. Reimbursables will be invoiced at cost on monthly basis not to exceed \$250 and including fees such as shipping, courier, postage, etc.
 6. Hourly rates and expenses for additional creative and/or web design:
Client will be provided with estimates for all projects. Projects that are completed within standard +/- 10% of estimate will be billed on a progress basis, on the 15th and on the last day of each month. Other projects that exceed the estimate will be re-estimated and require client approval prior to completion.

Marketing Planning/Research/Strategy/Consultation	\$135/hour
Creative Direction	\$135/hour
Concept Development	\$125/hour
Copywriting	\$120/hour
Art Direction	\$120/hour
Design & Layout	\$120/hour
Meetings / Phone Calls / Conferences	\$100/hour
Production Management	\$95/hour
File Preparation	\$95/hour

Administrative Time
Travel Time

\$75/hour
\$55/hour

Consultant will estimate any required creative or production expenses, in advance. Golden will approve estimates in writing before Consultant begins work on any creative or production project. Consultant will provide, negotiate, arrange, or contract for any special talent required, and for photography, illustrations, models, special effects, layouts and artwork, and for printing, including any required engraving, and any other necessary technical materials for use in the marketing program at the most favorable rates and terms available under the circumstances.

Golden shall reimburse Consultant for its net costs of mailing, copying, packaging, shipping, taxes and duties, incurred by Consultant in connection with the performance of this Agreement.

Golden shall reimburse all of Consultant's net costs for any necessary traveling done outside of the Denver Metro area on behalf of Golden. Such travel shall be subject to the prior approval of Golden.

7. Sub-contractor and Outside Vendor Management
When requested by client, CCT will manage all outside marketing related projects and provide program support to EDComm approved programs, CCT will invoice that service at cost plus 10%. Examples of this include research programs, outside consultants (i.e. Retail Merchandising Planning), Customer service experts, Visual display experts, etc.
8. Sponsorships
Golden EDComm has requested consideration of a compensation plan that is based on a "pay for performance" structure.

CCT will be compensated for 25% of any cash sponsorships negotiated on Golden EDComm's behalf. CCT's personnel costs associated with generating the sponsorship will be funded from this fee. Pre-approved hard costs such as reimbursable expenses, client entertainment, presentation, etc, shall be reimbursed based on the terms of the out of pocket expense agreement. The fee will be paid to CCT out of the proceeds thereby making this a non-budget item.
9. The above stated rates shall be in effect through the end of 2007. Contractor will have the option of requesting an increase in the above stated hourly rates in 2008 based on a factor as determined by the Consumer Price Index (CPI) without re-negotiation of contract. City may authorize such increase or terminate contract at the end of 2007.
10. Contractor will provide an hourly summary of services on a monthly basis. On or about each quarter, Contractor will review the hourly summary of

services provided and reconcile the total amount of hourly services with the total fees paid. If the amount of hourly service is less than the fees paid by a factor of 20% or more, Contractor will return an amount equal to half (50%) of the excess fees to Golden. If the amount of hourly service is in excess of the fees paid by a factor of 20% or more, Golden will pay an amount equal to half (50%) of the excess fees.