

RESOLUTION NO. 2152

**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

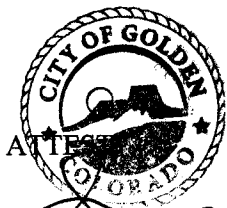
WHEREAS, EDComm and the merchant based Marketing Stakeholder Committee have reviewed the performance of the current contractor and recommend the retention of Cameron, Christopher, Thomas Advertising, Inc. as the City's marketing consultant for 2012 and 2013; and

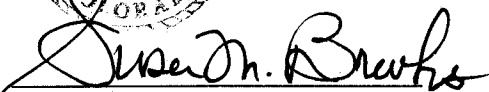
WHEREAS, City Council has reviewed the contract presented for an Agreement with Cameron, Christopher, Thomas Advertising, Inc.

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

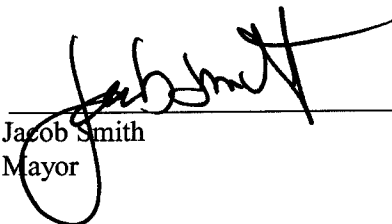
The Agreement for professional services with Cameron, Christopher, Thomas Advertising, Inc. for 2012 and 2013 is approved in essentially the same form as the copy of the Agreement which is attached hereto and made a part of this resolution. The Mayor is authorized to execute the Agreement on behalf of the City.

Adopted the 6th day of October, 2011.



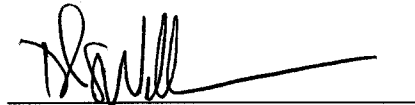


Susan M. Brooks, MMC
City Clerk



Jacob Smith
Mayor

APPROVED AS TO FORM:



David S. Williamson
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 business meeting thereof held on the 6th day of October, A.D., 2011.



ATTEST:

A handwritten signature in cursive script, reading "Susan M. Brooks", is written over a horizontal line.

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

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICE

THIS AGREEMENT is made and entered into this _____ day of _____, 2011, 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 Scope of Services is described in Exhibit A, which is attached hereto and made a part of this Agreement. To the extent there exists any conflict between the provisions of this Agreement and Exhibits A or B the terms of this Agreement shall prevail.

H. GOLDEN OBLIGATIONS AND 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 according to the fee schedule in Exhibit B, which is attached hereto and made a part of this Agreement. 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.

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. CONSULTANT will communicate closely with the DIRECTOR OF PLANNING AND DEVELOPMENT to ensure that the services provided pursuant to this agreement stay within GOLDEN'S budgetary constraints, and do not exceed the separate "not to exceed" estimates provided for each authorized project.

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.

This Agreement shall, unless as otherwise provided herein terminate on December 31, 2013. The parties agree that any obligation of GOLDEN is subject to the annual appropriation of funds by its City Council and that nothing in this Agreement shall constitute a multi-year obligation pursuant to Article X, Section 20 of the Colorado Constitution nor be deemed a pledge of GOLDEN's full faith and credit.

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.
1441 29th Street
Denver, CO 80205
Attn: Christopher Clemens

XIX. IMMIGRATION STATUS OBLIGATIONS.

A. Consultant certifies, through signature of its authorized representative executing this Agreement, that it does not knowingly employ or contract with an illegal alien who will perform work under the public contract for services and that the Consultant will participate in the United States Government's E-Verify Program or the State of Colorado Department of Labor and Employment Program ("Department Program") in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services.

B. Consultant shall not:

- 1) Knowingly employ or contract with an illegal alien to perform work under this Agreement; or
- 2) Enter into a contract with a subcontractor that fails to certify to the Consultant that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under the public contract for services.

C. Consultant shall affirm as required by C.R.S. § 8-17.5-102 (c) (II) the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services through participation in either the E-Verify Program or the Department Program.

D. Consultant is prohibited from using the E-Verify Program or Department Program procedures to undertake pre-employment screening of job applicants while the public contract for services is being performed.

E. If Consultant obtains actual knowledge that a subcontractor performing work under the public contract for services knowingly employs or contracts with an illegal alien, Consultant shall be required to:

1) Notify the subcontractor and Golden within three days that the Consultant has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

2) Terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to sub-subparagraph (B)(2) the subcontractor does not stop employing or contracting with the illegal alien; except that the Consultant shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

F. Consultant shall comply with all rules and regulations and any reasonable request by the State Department of Labor and Employment made in the course of the Department's performance of its lawful duties pursuant to C.R.S. 8-17.5-101 et. seq. as amended from time to time.

G. if Consultant violates any of the provisions set forth in this section, Golden may terminate the Agreement and Consultant shall be liable for all actual and consequential damages incurred by Golden.

City of Golden

Cameron Christopher Thomas Advertising, Inc

By: Jacob Smith, Mayor

By: Christopher Clemens, President

APPROVED AS TO FORM:

David S. Williamson, City Attorney

Exhibit A

Scope of Work and Expectations

Expectations:

- City expects to rely on consultant for objective analysis and recommendations regarding market analysis, strategy, and creative recommendations. It is understood that City and consultant may have differing opinions on these matters. Consultant's responsibility is to provide its best advice and recommendations.
- Consultant will take the lead in market research and development of draft annual marketing plan and strategy. City and consultant assume joint responsibility for finalizing said annual plan and strategy, with input from stakeholders and other consultants.
- Regular daily consultant contact would be with City Marketing Coordinator position, City Director of Planning and Development, PR consultant, and Stakeholder Committee. Direct stakeholder contact is expected to occur through periodic attendance at Stakeholder Committee meetings.
- Regular web site management will be handled by client, as is active SEO, unless separately agreed upon.
- Consultant and City will develop a "report card" type evaluation for consideration every six months.
- Both sides will work from a good faith co-operative perspective and attitude

Scope of Work:

- Cooperatively (with Stakeholder Committee) plan 2012 and 2013 overall campaign strategy including development of annual marketing plan approach and allocation/prioritization of marketing tactics.
- Prepare recommendations for paid media plan for client approval
- Develop creative campaign for media campaign for client approval
- Execute media buy, including media orders, placements, trafficking, monitoring and follow-up to ensure media runs as ordered and is correctly invoiced to client
- Execute production of advertising materials based upon media buy and creative campaign look and feel
- Research, locate and manage the production of new photography, either stock or original, for use in the creative campaign
- Oversee the campaign development and implementation process, coordinating agency efforts, interfacing regularly with City Marketing Coordinator, attending meetings with City staff and/or Stakeholder Committee as needed.

Exhibit B

The work tasks and products described in Exhibit A shall each be covered by separate not to exceed cost estimates, approved by the client prior to the start of work, based upon the following rates.

Chris to Insert Hourly Rates

Marketing Planning/Research/Strategy/Consultation	\$145/hour
Creative Direction	\$145/hour
Concept Development	\$135/hour
Copywriting	\$130/hour
Art Direction	\$130/hour
Design & Layout	\$130/hour
Account Management	\$120/hour
Meetings / Phone Calls / Conferences	\$105/hour
File Preparation	\$105/hour
Administrative Time	\$80/hour
Travel Time	\$60/hour

In addition, Agency shall track it's mileage associated with attending meetings and client events in Golden, and shall submit a monthly request for reimbursement, based on current IRS rates.