

RESOLUTION NO. 2094

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GOLDEN APPROVING AN AGREEMENT WITH MEADOWS PUBLIC RELATIONS INC. PERTAINING TO PUBLIC RELATIONS SERVICES**

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

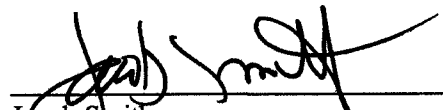
WHEREAS, EDComm and the merchant based Marketing Stakeholder Committee have solicited and reviewed proposals for provision of public relations services and recommends contracting for 2011 through 2013 with Meadows Public Relations which currently serves as a subcontractor to of Cameron, Christopher, Thomas Advertising, Inc; and

WHEREAS, City Council has reviewed the contract presented by EDComm for an Agreement with Meadows Public Relations.

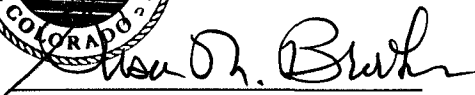
THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GOLDEN, COLORADO:

The Agreement for professional services with Meadows Public Relations for 2011 through 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 16th day of December, 2010.

  
\_\_\_\_\_  
Jacob Smith  
Mayor



  
\_\_\_\_\_  
Susan M. Brooks, MMC  
City Clerk

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 16th day of December, A.D., 2010.



ATTEST: *Susan M. Brooks*  
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 December, 2010, by and between the CITY OF GOLDEN (hereinafter referred to as "GOLDEN") and MEADOWS PUBLIC RELATIONS (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 a fixed fee of \$3360.00 per month, inclusive of all costs and expenses. The parties anticipate that CONSULTANT will provide, on average, approximately 42 hours of service per month. 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, as well as a summary of the time and services, costs and expenses incurred for the month. 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.

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, 2013, 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

Meadows Public Relations.  
7758 Fairview Road  
Boulder, CO 80303  
Attn: Joy Meadows

#### **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 City.

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City Manager

ATTEST:

Susan M. Brooks, Secretary

**Meadows Public Relations**

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

Title: \_\_\_\_\_

**EXHIBIT A**

**Meadows PR will conduct the following PR services on behalf of Golden's Economic Development Commission to promote Golden as a tourism destination:**

- **Develop an Annual PR Plan & Master Editorial Calendar**
- **Conduct Media Relations**
- **Social Media Outreach**
- **Event Promotion**
- **Coordinate Efforts with City, Chamber, Ad Agency & Other Partners**
- **Work with Visit Denver & Colorado Tourism Board**
- **Attend Stakeholder Meetings**
- **Provide Monthly Updates & Annual Results Reports**