

**TOWN OF TIMNATH, COLORADO  
RESOLUTION NO. 19, SERIES 2016**

**A RESOLUTION APPROVING A  
PROFESSIONAL SERVICES AGREEMENT WITH GBSM, INC.**

**WHEREAS**, the Town Council of the Town of Timnath (“Town”) pursuant to C.R.S. § 31-15-103, has the power to pass resolutions; and

**WHEREAS**, attached hereto as Exhibit A is the Professional Services Agreement Between the Town and GBSM, Inc. a Colorado corporation (the “Agreement”); and

**WHEREAS**, the Town Council is familiar with the Agreement and finds it to be in the best interest of the Town, its residents, and the general public.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF TIMNATH, COLORADO as follows:**

**Section 1. Approval**


The Agreement is hereby approved in substantially the form as attached hereto, subject to technical or otherwise non-substantive modifications, as deemed necessary by the Town Manager in consultation with the Town Planner, Engineer, Legal Counsel, and other applicable staff or consultants.

**INTRODUCED, MOVED, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF TIMNATH, ON MARCH 22, 2016.**

**TOWN OF TIMNATH, COLORADO**

  
\_\_\_\_\_  
Jill Grossman-Belisle, Mayor

**ATTEST:**

  
\_\_\_\_\_  
Milissa Peters, CMC  
Town Clerk



**EXHIBIT A**

**AGREEMENT**

**Professional Services Agreement  
between GBSM, Inc.  
and the Town of Timnath, Colorado**

Thank you for requesting our services. This Letter of Agreement (LOA) establishes GBSM as strategic communications counsel for the Town of Timnath (collectively, "the Parties") for work related to annexation matters. The term of this agreement shall commence on March 9, 2016, and terminate on June 30, 2016 unless otherwise extended by mutual agreement by the Parties.

**Scope of Work**

GBSM will provide strategic communications services to the Town related to annexation matters, including but not limited to:

- Strategic counsel, including assistance with messaging, advice and positioning;
- Media relations, including proactive media outreach, assistance with responding to media inquiries, and placement of opinion pieces;
- Development of messaging documents, including a fact sheet or position paper; and
- Additional assistance as needed.

**Compensation for Services**

**Fees**

Our fees are based on the firm's hourly rates. The GBSM team will primarily include Steve Coffin, Managing Principal, and Bronson Hilliard, Senior Associate. Their hourly rates, and the rates of all GBSM professionals, are:

Hourly rates for GBSM staff are:

- Managing Principal (Steve Coffin) \$325.00
- Senior Associate (Bronson Hilliard) \$225.00
- Associate \$150.00
- Administrative \$ 65.00

In addition, fees, expenses and advance payments include:

- **Administrative Fee:** We include a 3% administrative fee in each invoice for normal operating expenses (e.g. media databases, copies, postage, phone, Internet).
- **Expenses:** Although not anticipated, any additional expenses (e.g. news release distribution services, graphic design, etc.) will be passed through to you at our cost, with no mark-up; provided, however, that such additional expenses shall be approved by you in advance of being incurred by GBSM.

- **Advance Cost Coverage:** Although not anticipated, extraordinary costs such as any advertising or mass mailings may require an advance of the estimated job cost to serve as a deposit against costs of service to be incurred by suppliers.

Budget and Expenses

The amount authorized by this LOA shall not exceed \$50,000 unless previously authorized by the Town. Because GBSM bills only for the time spent, if we spend less time you will be billed less. Any expenses incurred will be invoiced at cost (e.g., gas reimbursement for meetings in the Town).

Billing Provisions

- 1) GBSM invoices clients at the end of each month, with payments due 30 days from the date of receipt. If for any reason our bills remain unpaid beyond 30 days, you agree to pay interest at the rate of 1 ¼% per month compounded monthly on outstanding balances until amounts past due are paid.
- 2) If you disagree with or have a question regarding any invoice, please notify us in writing immediately. If we do not receive such written notification within 30 days of the date of the invoice, all amounts and charges stated in the invoice will be conclusively deemed to be correct and due.

Thank you again for your confidence in GBSM. We look forward to working with you on this important matter.

This agreement is accepted by:

The Town of Timnath

GBSM, Inc.

April DeHitchus

Steve Coffin

Date 3/9/16

Steve Coffin  
Managing Principal Date 3/9/16

*subject to ~~cost~~  
Council Ratification  
on 3/22/14 OK  
to incur expenses before  
then not to exceed \$25,000.*