TOWN OF TIMNATH, COLORADO
RESOLUTION NO. 52, SERIES 2019

A RESOLUTION RATIFYING AN INDEPENDENT CONTRACTOR AGREEMENT AND APPROVING A FIRST AMENDMENT TO INDEPENDENT CONTRACTOR AGREEMENT BETWEEN THE TOWN OF TIMNATH AND SLATE COMMUNICATIONS

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

WHEREAS, attached hereto as Exhibit A is an Independent Contractor Agreement between the Town and Slate Communications for Strategic Communications Plan and Support dated September 17, 2018 (the "ICA"); and

WHEREAS, attached hereto as Exhibit B is a First Amendment to Independent Contractor Agreement between the Town and Slate Communications for Strategic Communications Plan and Support dated October 8, 2019 (the "First Amendment"); and

WHEREAS, the Town Council is familiar with the ICA and the First Amendment and finds it to be in the best interest of the Town, its residents, and the general public to approve both documents.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF TIMNATH, COLORADO AS FOLLOW:

Section 1. Ratification
The ICA attached hereto as Exhibit A is hereby ratified.

Section 2. Approval
The First Amendment, in substantially the form as attached hereto as Exhibit B, is approved, with such modifications and additions as the Town Manager, in consultation with Legal Counsel, determines to be necessary and appropriate to protect the interests of the Town or effectuate the purposes set forth herein and not otherwise inconsistent with this Resolution.

INTRODUCED, MOVED, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF TIMNATH, ON OCTOBER 8, 2019.
TOWN OF TIMNATH, COLORADO

Jill Grossman-Belisle, Mayor

ATTEST:

Milissa Peters-Garcia, CMC
Town Clerk
INDEPENDENT CONTRACTOR AGREEMENT
(Strategy Communications Plan and Support)

This INDEPENDENT CONTRACTOR AGREEMENT, including any and all exhibits attached hereto (the “Agreement”), is entered into as of the 17th day of September, 2018, by and between THE TOWN OF TIMNATH, a home rule municipal corporation and political subdivision of the State of Colorado (the “Town”), and SLATE COMMUNICATIONS, a Colorado limited liability company (the “Contractor”). The Town and the Contractor are referred to herein individually as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, the Town was organized pursuant to Title 31 of the Colorado Revised Statutes to provide certain services within its corporate boundaries; and

WHEREAS, the Town is authorized to contract for the provision of such services pursuant to § 31-15-101, et seq., C.R.S.; and

WHEREAS, funds have been budgeted and are available for the work to be performed by the Contractor under this Agreement, and other necessary approvals have been obtained; and

WHEREAS, the Town desires to engage the Contractor to render the services described in this Agreement; and

WHEREAS, the Contractor has represented that it has the professional experience, skill and resources to perform the services, as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and stipulations set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF SERVICES. The Contractor shall perform the services described in Exhibit A, attached hereto and incorporated herein by this reference (the “Services”): (a) in a first-class manner, to the satisfaction of the Town, using the degree of skill and knowledge customarily employed by other professionals performing similar services in the area of the Town; (b) within the time period and pursuant to the Scope of Services specified in said Exhibit A; (c) in such a manner as to minimize any annoyance, interference or disruption to the residents, tenants, occupants and invitees within the Town; and (d) in compliance with all applicable federal, state, county and local or municipal body or agency statutes, ordinances and regulations, including, without limitation, any licensing, bonding, and permit requirements, and including without limitation, any such laws relating to storage, use or disposal of hazardous wastes, substances or materials. Exhibit A may take any form, including forms which may include price and payment terms. In the event of any conflict between terms set forth in the body of
this Agreement and terms set forth in Exhibit A, the terms in the body of this Agreement shall govern. Contractor shall have no right or authority, express or implied, to take any action, expend any sum, incur any obligation, or otherwise oblige the Town in any manner whatsoever, except to the extent specifically provided in this Agreement.

2. TERM/RENEWAL. This Agreement shall be effective as of the dated date hereof and shall terminate on the earlier to occur of (i) termination pursuant to Section 19 hereof or (ii) December 31, 2018. Notwithstanding the foregoing, unless terminated pursuant to (i) or (ii) above, or unless the Town determines not to appropriate funds for this Agreement for the next succeeding year, this Agreement shall automatically renew for each succeeding year for an additional one (1) year term commencing January 1 of the next succeeding year.

3. ADDITIONAL SERVICES. The Town may request the Contractor to provide additional services not set forth in Exhibit A. The terms and conditions of the provision of such services shall be subject to the mutual agreement of the Contractor and the Town pursuant to a written service/work order executed by an authorized representative of the Town and the Contractor. Authorization to proceed with additional services shall not be given unless the Town has appropriated funds sufficient to cover the additional compensable amount. To the extent additional services are provided pursuant to this Section 3, the terms and conditions of this Agreement relating to Services shall also apply to any additional services rendered.

4. INTENTIONALLY DELETED.

5. GENERAL PERFORMANCE STANDARDS.

a. The Contractor has by careful examination ascertained: (i) the nature and location of the Services; (ii) the configuration of the ground on which the Services are to be performed; (iii) the character, quality, and quantity of the labor, materials, equipment and facilities necessary to complete the Services; (iv) the general and local conditions pertaining to the Services; and (v) all other matters which in any way may affect the performance of the Services by the Contractor. Contractor enters into this Agreement solely because of the results of such examination and not because of any representations pertaining to the Services or the provision thereof made to it by the Town or any agent of the Town and not contained in this Agreement. The Contractor represents that it has or shall acquire the capacity and the professional experience and skill to perform the Services and that the Services shall be performed in accordance with the standards of care, skill and diligence provided by competent professionals who perform services of a similar nature to those specified in this Agreement. If competent professionals find that the Contractor’s performance of the Services does not meet this standard, the Contractor shall, at the Town’s request, re-perform the Services not meeting this standard without additional compensation.

b. The Services of the Contractor shall be undertaken and completed to assure their expeditious completion in light of the purposes of this Agreement. If performance of the Services by the Contractor is delayed due to factors beyond the Contractor’s reasonable control, or if conditions of the scope or type of services are expected to change, Contractor shall give timely notice to the Town of such a delay or change and receive an equitable adjustment of time and/or compensation, as negotiated between the Parties.
c. The Services provided under this Agreement shall be adequate and sufficient for the intended purposes and shall be completed in a good and workmanlike manner.

d. The Contractor declares that it has complied with all Federal, State and local laws, rules, regulations, ordinances and/or similar directives regarding business permits, certificates and licenses that are required to provide the Services under this Agreement.

e. The responsibilities and obligations of the Contractor under this Agreement shall not be relieved or affected in any respect by the presence of any agent, consultant, sub-consultant or employee of the Town. Review, acceptance or approval by the Town of the Services performed or any documents prepared by the Contractor shall not relieve the Contractor of any responsibility for deficiencies, omissions or errors in said Services or documents, nor shall it be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

6. MONTHLY STATUS REPORT. The Contractor shall provide to the Town, at the Town’s request, on or before the 25th of each month, a narrative progress and status report describing work in progress and results achieved during the reporting period, including a description of the Services performed during the invoice period and the Services anticipated to be performed during the ensuing invoice period (“Monthly Report”).

7. COMPENSATION AND INVOICES.

a. Compensation. Compensation for the Services provided under this Agreement shall be in accordance with the compensation schedule attached hereto as Exhibit A. The Contractor shall be responsible for all expenses it incurs in performance of this Agreement and shall not be entitled to any reimbursement or compensation except as provided in Exhibit A of this Agreement, unless said reimbursement or compensation is approved in writing by the Town in advance of incurring such expenses. Any direct reimbursable costs for materials will be reimbursable at the Contractor’s actual cost, provided that the Contractor shall make a reasonable attempt to notify the Town of the estimated amount of such reimbursable costs (or any material adjustments thereto subsequently identified) prior to commencing the requested services. Concurrent with the execution of this Agreement, the Contractor shall provide the Town with a current completed Internal Revenue Service Form W-9 (Request for Taxpayer Identification Number and Certification) (“W-9”). No payments will be made to the Contractor until the completed W-9 is provided. The W-9 shall be attached hereto and incorporated herein as Exhibit B.

b. Invoices. Invoices for the Services shall be submitted monthly, by the 10th of each month, during the term of the Agreement and shall contain the following information:

i. An itemized statement of the Services performed.
ii. Any other reasonable information required by the Town to process payment of the invoice, including project and/or cost codes as provided in any applicable written service/work order.

The Town shall be charged only for the actual time and direct costs incurred for the performance of the Services. Invoices received by the Town after the 10th of each month may be processed the following month.

8. TIME FOR PAYMENT. Payment for the Services shall be made by the Town within thirty (30) days of receipt of: (i) a timely, satisfactory and detailed invoice; and (ii) if applicable, a satisfactory and detailed Monthly Report, for that portion of the Services performed and not previously billed. The Town may determine to waive or extend the deadline for filing the Monthly Report, or may make payment for Services to the Contractor notwithstanding a delay in filing the Monthly Report, upon reasonable request of the Contractor, if it is in the best interest of the Town to do so. In the event a Town Council meeting is not scheduled in time to review payment of an invoice, the Town hereby authorizes payment for Services, subject to the appropriation and budget requirements under Section 28, without the need for additional Town Council approval, so long as any payment required to be made does not exceed the amounts appropriated for such Services as set forth in the Town’s approved budget. Such payment shall require review and approval of each Monthly Report and invoice by the Town Manager or applicable Department Head, as appropriate, subject to ratification at the next succeeding special or regular Town Council meeting.

9. INDEPENDENT CONTRACTOR. The Contractor is an independent contractor and nothing in the Agreement shall constitute or designate the Contractor or any of its employees or agents as employees or agents of the Town. The Contractor shall have full power and authority to select the means, manner and method of performing its duties under this Agreement, without detailed control or direction from the Town, and shall be responsible for supervising its own employees or subcontractors. The Town is concerned only with the results to be obtained. The Town shall not be obligated to secure, and shall not provide, any insurance coverage or employment benefits of any kind or type to or for the Contractor or its employees, subcontractors, contractors, agents, or representatives, including coverage or benefits related but not limited to: local, state or federal income or other tax contributions, insurance contributions (e.g. FICA taxes), workers’ compensation, disability, injury, health or life insurance, professional liability insurance, errors and omissions insurance, vacation or sick-time benefits, retirement account contributions, or any other form of taxes, benefits or insurance. The Contractor shall be responsible for its safety, the safety of its employees, the public and the work site in general and shall comply with all applicable provisions of local, state and federal laws, regulations and orders affecting safety and health, including but not limited to the Occupational Safety and Health Act of 1970 (OSH Act). All personnel furnished by the Contractor will be deemed employees of the Contractor and will not for any purpose be considered employees or agents of the Town, and the Contractor will comply with all employment laws relative to such employees, including but not limited to Wage and Hour laws, Worker Compensation Laws, Immigration Laws and OSHA-type laws. The Contractor is not entitled to worker’s compensation benefits or unemployment insurance benefits, unless unemployment compensation coverage is provided by the Contractor or some other entity other than the Town, and the Contractor
is obligated to pay federal and state income taxes on moneys earned pursuant to this Agreement.

10. PUBLIC EMPLOYEES' RETIREMENT ASSOCIATION: EMPLOYEE MEMBERSHIP. Contractor agrees that, concurrent with execution of this Agreement, Contractor will disclose to the Town the membership status of any of Contractor’s employees that are members of the Colorado Public Employees' Retirement Association pursuant to § 24-51-301, et seq., C.R.S. Failure to meet this requirement shall be a material breach of this Agreement, and the Town’s obligations to perform under this Agreement are specifically conditioned on Contractor’s performance as required under this Paragraph 10.

11. EQUAL OPPORTUNITY / EMPLOYMENT ELIGIBILITY. This Agreement is subject to all applicable laws and executive orders relating to equal opportunity and non-discrimination in employment and the Contractor represents and warrants that it will not discriminate in its employment practices in violation of any such applicable law or executive order.

The Contractor hereby states that it does not knowingly employ or contract with illegal aliens and that the Contractor has participated in or has attempted to participate in the E-Verify Program or Department Program (formerly known as the Basic Pilot Program) (as defined in §8-17.5-101, C.R.S.) in order to verify that it does not employ any illegal aliens. The Contractor affirmatively makes the follow declarations:

a. The Contractor shall not knowingly employ or contract with an illegal alien who will perform work under the public contract for services contemplated in the Agreement and will participate in the E-Verify Program or Department Program (as defined in §8-17.5-101, C.R.S.) 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 contemplated in the Agreement.

b. The Contractor shall not knowingly enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform the services contemplated in the Agreement.

c. The Contractor has confirmed 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. The Contractor is prohibited from using either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

e. If the Contractor obtains actual knowledge that a subcontractor performing the services under this Agreement knowingly employs or contracts with an illegal alien, the Contractor shall be required to:
i. Notify the subcontractor and the Town within three (3) days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien.

ii. Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required above the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

f. The Contractor shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation that such Department is undertaking pursuant to the authority established in §8-17.5-102, C.R.S.

g. If the Contractor violates a provision of the Agreement pursuant to §8-17.5-102, C.R.S., the Town may terminate the Agreement. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the Town.

12. CONTRACTOR’S INSURANCE.

a. The Contractor shall acquire and maintain, at its sole cost and expense, during the entire term of this Agreement, insurance coverage in the minimum amounts set forth in Exhibit C, attached hereto and incorporated herein by this reference. A waiver of subrogation and rights of recovery against the Town, its directors, officers, employees and agents is required for each coverage provided. The Commercial General Liability and Comprehensive Automobile Liability Insurance policies will be endorsed to name the Town as an additional insured. All coverage provided pursuant to this Agreement shall be written as primary policies, not contributing with and not supplemental to any coverage that the Town may carry, and any insurance maintained by the Town shall be considered excess. The Town shall have the right to verify or confirm, at any time, all coverage, information or representations required by this Section 12 of the Agreement.

b. Prior to commencing any work under this Agreement, the Contractor shall provide the Town with a certificate or certificates evidencing the policies required by this Agreement, as well as the amounts of coverage for the respective types of coverage, which certificate(s) shall be attached hereto as Exhibit C-1. If the Contractor subcontracts any portion(s) of the Services, said subcontractor(s) shall be required to furnish certificates evidencing statutory workers’ compensation insurance, comprehensive general liability insurance and automobile liability insurance in amounts satisfactory to the Town and the Contractor. If the coverage required expires during the term of this Agreement, the Contractor or subcontractor shall provide replacement certificate(s) evidencing the continuation of the required policies.

c. The Contractor’s failure to purchase the required insurance shall not serve to release it from any obligations contained in the Agreement; nor shall the purchase of the required insurance serve to limit the Contractor’s liability under any provision in the Agreement. The Contractor shall be responsible for the payment of any deductibles on issued policies.
13. CONFIDENTIALITY AND CONFLICTS.

a. Confidentiality. During the performance of this Agreement, if the Contractor is notified that certain information is to be considered confidential, the Contractor, on behalf of its employees, agrees to enter into a confidentiality agreement. Any information deemed confidential by the Town and given to the Contractor by the Town, or developed by the Contractor as a result of the performance of a particular task, shall remain confidential. In addition, the Contractor shall hold in strict confidence, and shall not use in competition, any information which the Contractor becomes aware of under or by virtue of this Agreement which the Town deems confidential, or which the Town has agreed to hold confidential, or which, if revealed to a third party, might reasonably be construed to be contrary to the best interests of the Town.

b. Conflicts. Prior to the execution of, and during the performance of this Agreement and prior to the execution of future agreements with the Town, the Contractor agrees to notify the owner of conflicts that impact the Services to the Town.

14. OWNERSHIP OF DOCUMENTS. All documents produced by or on behalf of the Contractor prepared pursuant to this Agreement, including, but not limited to, all maps, plans, drawings, specifications, reports, electronic files and other documents, in whatever form, shall remain the property of the Town under all circumstances, upon payment to the Contractor of the invoices representing the work by which such materials were produced. The Contractor shall maintain electronic and reproducible copies on file of any such instruments of service involved in the Services, shall make them available for the Town’s use and shall provide such copies to the Town upon request at no cost.

15. LIENS AND ENCUMBRANCES. The Contractor shall not have any right or interest in any Town assets, nor any claim or lien with respect thereto, arising out of this Agreement or the performance of the services contemplated in the Agreement. The Contractor, for itself, hereby waives and releases any and all statutory or common law mechanic’s, materialmen’s or other such lien claims, or rights to place a lien upon the Town’s property or any improvements thereon in connection with any Services performed under or in connection with this Agreement, and the Contractor shall cause all permitted subcontractors, suppliers, materialmen, and others claiming by, through or under the Contractor to execute similar waivers prior to commencing any work or providing any materials in connection with the Services. The Contractor further agrees to execute a sworn affidavit respecting the payment and lien releases of all subcontractors, suppliers and materialmen, and release of lien respecting the Services at such time or times and in such form as may be reasonably requested by the Town. The Contractor will provide indemnification against all such liens for labor performed, materials supplied or used by the Contractor and/or any other person in connection with the Services undertaken by the Contractor, in accordance with Section 16(b), below.

16. INDEMNIFICATION.

a. The Contractor shall defend, indemnify and hold harmless the Town and each of its directors, officers, contractors, employees, agents and consultants, from and against
any and all claims, demands, losses, liabilities, actions, lawsuits, damages, and expenses, including reasonable legal expenses and attorneys’ fees, by the degree or percentage of negligence or fault arising directly or indirectly, out of the errors or omissions, negligence, willful misconduct, or any criminal or tortious act or omission of the Contractor or any of its subcontractors, officers, agents or employees, in connection with this Agreement and/or the Contractor’s performance of the Services or work pursuant to this Agreement. The Contractor is not obligated to indemnify the Town for the Town’s own negligence. This indemnification obligation will not be limited in any way by any limitation on the amount or types of damages, compensation or benefits payable by or for the Contractor under worker’s compensation acts, disability acts or other employee benefit acts.

b. The Contractor will at all times indemnify, defend and hold the Town and its directors, officers, managers, agents and employees harmless against any liability for claims and liens for labor performed or materials used or furnished in the performance of Contractor’s Services, including any costs and expenses incurred in the defense of such claims and liens, reasonable attorneys’ fees and any damages to the Town resulting from such claims or liens. After written demand by the Town, the Contractor will immediately cause the effect of any suit or lien to be removed from the Town’s property. In the event the Contractor fails to do so, the Town is authorized to use whatever means in its discretion it may deem appropriate to cause said lien or suit to be removed or dismissed, and the costs thereof, together with reasonable attorneys’ fees, will be immediately due and payable by the Contractor or may, at the Town’s option, be offset against any sums due and payable to Contractor pursuant to this Agreement. In the event a suit on such claim or lien is brought, the Contractor will, at the option of the Town, defend said suit at its own cost and expense, with counsel satisfactory to the Town and will pay and satisfy any such claim, lien, or judgment as may be established by the decision of the Court in such suit. The Contractor may litigate any such lien or suit, provided the Contractor causes the effect thereof to be removed promptly in advance from the Town’s property.

c. This indemnity coverage shall also cover the Town’s defense costs in the event that the Town, in its sole discretion, elects to provide its own defense. The Town retains the right to disapprove counsel, if any, selected by the Contractor to fulfill the foregoing defense indemnity obligation, which right of disapproval shall not be unreasonably exercised. Insurance coverage requirements specified in the Agreement shall in no way lessen or limit the liability of the Contractor under the terms of this indemnification obligation. The Contractor shall obtain, at its own expense, any additional insurance that it deems necessary for the Town’s protection in the performance of this Agreement. This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

17. ASSIGNMENT. The Contractor shall not assign this Agreement or parts thereof, or its respective duties, without the express written consent of the Town. Any attempted assignment, delegation or subcontracting of this Agreement in whole or in part with respect to which the Town has not consented, in writing, shall be null and void and of no effect whatsoever.

18. SUB-CONTRACTORS. The Contractor is solely and fully responsible to the Town for the performance of all Services under this Agreement, whether performed by the Contractor or a subcontractor engaged by the Contractor. The Contractor shall not subcontract
any Services without prior written approval by the Town. The Contractor agrees that each and every agreement of the Contractor with any subcontractor to perform Services under this Agreement shall contain an indemnification provision identical to the one contained in Section 16 of this Agreement holding the Town harmless for the acts of the subcontractor. The Contractor further agrees that any such subcontract shall be terminable for cause or convenience and that, unless directed otherwise by the Town, the Contractor shall immediately terminate all such subcontracts immediately upon termination of this Agreement. Prior to commencing any Services, a subcontractor shall provide evidence of insurance coverage to the Town. The Contractor further agrees that all such subcontracts shall provide that they may be terminated immediately without further cost upon termination of this Agreement. Neither the Town's approval of any subcontractors, suppliers or materialmen, nor the failure of performance thereof by such parties, will relieve, release or affect in any manner any of the Contractor's duties, liabilities or obligations under this Agreement, and the Contractor will at all times be and remain fully liable. The Contractor agrees that each of its employees, and any subcontractors, suppliers and materialmen will be properly qualified and will use reasonable care in the performance of their duties.

19. TERMINATION. In addition to the termination provisions contained in Section 2, above, this Agreement may be terminated for cause or for convenience by the Contractor upon delivery of sixty (60) days prior written notice to the Town and by the Town by giving the Contractor sixty (60) days prior written notice. Such notice shall not be required for automatic expiration under Section 2, above. If this Agreement is terminated, the Contractor shall be paid for all the Services satisfactorily performed prior to the designated termination date, including reimbursable expenses due. Said payment shall be made in the normal course of business. Should either Party to this Agreement be declared bankrupt, make a general assignment for the benefit of creditors or commit a substantial and material breach of this Agreement in the view of the other Party, said other Party shall be excused from rendering or accepting any further performance under this Agreement. In the event of termination by either Party hereto, the Contractor shall cooperate with the Town to ensure a timely and efficient transition of all work and work product to the Town or its designees. All time, fees and costs associated with such transition shall not be billed by the Contractor to the Town.

20. DEFAULT. If either Party fails to perform in accordance with the terms, covenants and conditions of this Agreement, or is otherwise in default of any of the terms of this Agreement, the non-defaulting party shall deliver written notice to the defaulting party of the default, at the address specified in Section 21 below, and the defaulting party will have fifteen (15) days from and after receipt of the notice to cure the default. If the default is not of a type which can be cured within such fifteen (15)-day period and the defaulting party gives written notice to the non-defaulting party within such fifteen (15)-day period that it is actively and diligently pursuing a cure, the defaulting party will have a reasonable period of time given the nature of the default following the end of the fifteen (15)-day period to cure the default, provided that the defaulting party is at all times within the additional time period actively and diligently pursuing the cure. If any default under this Agreement is not cured as described above, the non-defaulting party will, in additional to any other legal or equitable remedy, have the right to terminate this Agreement and enforce the defaulting party's obligations pursuant to this Agreement by an action for injunction or specific performance.
21. **NOTICES.** Any notice or communication required under this Agreement must be in writing, and may be given personally, sent via nationally recognized overnight carrier service, or by registered or certified mail, return receipt requested. If given by registered or certified mail, the same will be deemed to have been given and received on the first to occur of: (i) actual receipt by any of the addressees designated below as the party to whom notices are to be sent; or (ii) three days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If personally delivered or sent via nationally recognized overnight carrier service, a notice will be deemed to have been given and received on the first to occur of: (i) one business day after being deposited with a nationally recognized overnight air courier service; or (ii) delivery to the party to whom it is addressed. Any party hereto may at any time, by giving written notice to the other party hereto as provided in this Section 21 of the Agreement, designate additional persons to whom notices or communications will be given, and designate any other address in substitution of the address to which such notice or communication will be given. Such notices or communications will be given to the parties at their addresses set forth below:

To the Town: Town of Timnath  
4800 Goodman Street  
Timnath, CO 80547  
Attention: April D. Getchius, Town Manager  
(970)224-3211 (phone)  
(970)224-3217 (fax)  
agetchius@timnathgov.com

With copy to: WHITE BEAR ANKELE TANAKA & WALDRON  
Attorneys at Law  
2154 East Commons Avenue, Suite 2000  
Centennial, Colorado 80122  
Attention: Robert G. Rogers, Esq.  
(303) 858-1800 (phone)  
(303) 858-1801 (fax)  
rrogers@wbapc.com

Contractor: Slate Communications  
2301 Research Blvd., Suite 204  
Fort Collins, Colorado 80526  
Attention: Kim Newcomer  
(970) 797-2015 (phone)  
kim@slatecommunications.com

22. **AUDITS.** The Town shall have the right to audit, with reasonable notice, any of the Contractor’s books and records which may be necessary to substantiate any invoices and payments under this Agreement (including, but not limited to, receipts, time sheets, payroll and personnel records) and the Contractor agrees to maintain adequate books and records for such purposes during the term of this Agreement and for a period of two (2) years after termination of the
Agreement and to make the same available to the Town at all reasonable times and for so long thereafter as there may remain any unresolved question or dispute regarding any item pertaining thereto.

23. **ENTIRE AGREEMENT.** This Agreement constitutes the entire Agreement between the Parties hereto relating to the Services, and sets forth the rights, duties, and obligations of each to the other as of this date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. This Agreement may not be modified except by a writing executed by both the Contractor and the Town.

24. **BINDING AGREEMENT.** This Agreement shall inure to and be binding on the heirs, executors, administrators, successors, and assigns of the Parties hereto.

25. **NO WAIVER.** No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other of the provisions of this Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided in the Agreement, nor shall the waiver of any default be deemed a waiver of any subsequent default.

26. **GOVERNING LAW / DISPUTES.**

a. **Arbitration.** All claims, counterclaims, disputes and other matters in question between the Parties hereto arising out of or relating to this Agreement or the breach hereof may be decided by Arbitration upon the mutual agreement to do so by the Parties to this Agreement. In that case, arbitration will be administered by the Judicial Arbiter Group in Denver, Colorado under its arbitration rules, by a single arbitrator, unless a different arbitrator is agreed upon by the Parties. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. THE PARTIES RECOGNIZE THAT BY AGREEING TO BINDING ARBITRATION AS THE METHOD FOR DISPUTE RESOLUTION, THEY RELINQUISH THE RIGHT TO BRING AN ACTION IN COURT AND WAIVE THE RIGHT TO A JURY TRIAL AND THE EXTENSIVE DISCOVERY RIGHTS TYPICALLY PERMITTED IN JUDICIAL PROCEEDINGS. Colorado law shall apply to any dispute, without regard to conflict of law principles that would result in the application of any law other than the law of the State of Colorado. Each Party will be responsible for paying one half of all fees and expenses charged by the arbitrator. Notice of request for arbitration must be filed in writing with the other Party(ies) to this Agreement. If agreed to, notice must be filed with the Judicial Arbiter Group. The request must be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event may it be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations. In the event that the Parties do not agree to arbitration, each party shall be permitted to pursue all available legal and equitable remedies.

b. **Litigation and Venue.** In the event the Parties do not agree to arbitration pursuant to Section 26(a), above, venue for all actions arising from this Agreement shall be in the District Court in and for the county in which the Town is located. The Parties expressly and irrevocably waive any objections or rights which may affect venue of any such action, including, but not limited to,
forum non-conveniens or otherwise. At the Town’s request, the Contractor shall carry on its duties and obligations under this Agreement during any legal proceedings and the Town shall continue to pay for the Services performed under this Agreement until and unless this Agreement is otherwise terminated.

c. **Prevailing Party.** Other than arbitration fees as set forth in Section 26(a) of the Agreement, in the event that it becomes necessary for either party to enforce the provisions of this Agreement or to obtain redress for the breach or violation of any of its provisions, whether by litigation, arbitration or other proceedings, the prevailing party shall recover from the other party all costs and expenses associated with such proceedings, including reasonable attorney’s fees. For purposes of this Agreement, “prevailing party” shall mean the party in whose favor a judgment, decree, or final order is rendered, either by an arbitrator or the court, after appeal, if any. In the event both Parties prevail on one or more claims, the prevailing party shall mean the net winner of a dispute, taking into account the claims pursued, the claims on which the pursuing party was successful, the amount of money sought, the amount of money awarded, and offsets or counterclaims pursued (successfully or unsuccessfully) by the other Party. Notwithstanding the foregoing, if a written offer of compromise made by either Party is not accepted by the other Party within thirty (30) days after receipt and the Party not accepting such offer fails to obtain a more favorable judgment, the non-accepting Party shall not be entitled to recover its costs of suit and reasonable attorney’s fees and costs (even if it is the prevailing party) and shall be obligated to pay the costs of suit and reasonable attorney’s fees and costs incurred by the opposing Party.

d. At the Town’s request, the Contractor will consent to being joined in litigation between the Town and third parties, but such consent shall not be construed as an admission of fault or liability. The Contractor shall not be responsible for delays in the performance of the Services caused by factors beyond its reasonable control including delays caused by Act of God, accidents, failure of any governmental or other regulatory authority to act in a timely manner or failure of the Town to furnish timely information or to approve or disapprove of Contractor’s Services in a timely manner.

27. **GOOD FAITH OF PARTIES.** In the performance of this Agreement, or in considering any requested approval, acceptance, or extension of time, the Parties agree that each will act in good faith and will not act unreasonably, arbitrarily, capriciously, or unreasonably withhold, condition, or delay any approval, acceptance, or extension of time required or requested pursuant to this Agreement.

28. **SUBJECT TO ANNUAL APPROPRIATION AND BUDGET.** The Town does not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. The performance of those obligations of the Town pursuant to this Agreement requiring budgeting and appropriation of funds are subject to annual budgeting and appropriations. The Contractor expressly understands and agrees that the Town’s obligations under this Agreement shall extend only to monies appropriated for the purposes of this Agreement by the Town and shall not constitute a mandatory charge, requirement or liability in any ensuing fiscal year beyond the then-current fiscal year. No provision of this Agreement shall be construed or interpreted as a delegation of governmental powers by the Town, or as creating a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever of the Town or statutory debt
limitation, including, without limitation, Article X, Section 20 or Article XI, Section 6 of the Constitution of the State of Colorado. No provision of this Agreement shall be construed to pledge or to create a lien on any class or source of Town funds. The Town's obligations under this Agreement exist subject to annual budgeting and appropriations, and shall remain subject to the same for the entire term of this Agreement.

29. **GOVERNMENTAL IMMUNITY.** Nothing in this Agreement shall be construed to waive, limit, or otherwise modify, in whole or in part, any governmental immunity that may be available by law to the Town, its respective officials, employees, contractors, or agents, or any other person acting on behalf of the Town and, in particular, governmental immunity afforded or available to the Town pursuant to the Colorado Governmental Immunity Act, §§ 24-10-101, et seq., C.R.S.

30. **NEGOTIATED PROVISIONS.** This Agreement shall not be construed more strictly against one Party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being acknowledged that each Party has contributed substantially and materially to the preparation of this Agreement.

31. **SEVERABILITY.** If any covenant, term, condition or provision of this Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such covenant, term, condition or provision shall not affect any other provision contained in the Agreement, the intention being that such provisions are severable. In addition, in lieu of such void or unenforceable provision, there shall automatically be added as part of this Agreement a provision similar in terms to such illegal, invalid or unenforceable provision so that the resulting reformed provision is legal, valid and enforceable.

32. **NO THIRD PARTY BENEFICIARIES.** It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party on such Agreement. It is the express intention of the Parties that any person other than Parties receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

33. **OPEN RECORDS.** The Parties understand that all material provided or produced under this Agreement may be subject to the Colorado Open Records Act, §§ 24-72-202, et seq., C.R.S.

34. **STANDARD OF CARE.** In providing services under this Agreement, the Contractor shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time.

35. **TAX EXEMPT STATUS.** The Town is exempt from Colorado State sales and use taxes. Accordingly, taxes from which the Town is exempt shall not be included in any invoices submitted to the Town. The Town shall, upon request, furnish Contractor with a copy of its certificate of tax exemption. Contractor and subcontractors shall apply to the Colorado
Department of Revenue, Sales Tax Division, for an Exemption Certificate and purchase the materials tax free. The Contractor and subcontractors shall be liable for exempt taxes paid due to failure to apply for Exemption Certificates or for failure to use said certificate.

36. **COUNTERPART EXECUTION.** This Agreement may be executed in several counterparts, each of which may be deemed an original, but all of which together shall constitute one and the same instrument. Executed copies hereof may be delivered by facsimile or email of a PDF document, and, upon receipt, shall be deemed originals and binding upon the signatories hereto, and shall have the full force and effect of the original for all purposes, including the rules of evidence applicable to court proceedings.

*[Remainder of page intentionally left blank. Signature pages follow]*.
IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first above written. By the signature of its representative below, each Party affirms that it has taken all necessary action to authorize said representative to execute this Agreement.

TOWN:

THE TOWN OF TIMNATH, a home rule municipal corporation and political subdivision of the State of Colorado

Jill Grossman-Belisle, Mayor

ATTEST:

Milissa Peters-Garcia, CMC
Town Clerk

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

General Counsel to the Town

Town’s Signature Page to Independent Contractor Agreement for Strategic Communications Plan and Support with the Town of Timnath, dated September 17, 2018
CONTRACTOR:

SLATE COMMUNICATIONS, a Colorado limited liability company

[signature]
Printed Name: Kimberly Newcomer
Title: CEO

STATE OF COLORADO
COUNTY OF Larimer

The foregoing instrument was acknowledged before me this 21st day of September, 2018, by Kimberly Newcomer, as the CEO of SLATE COMMUNICATIONS.

WITNESS my hand and official seal.

My commission expires: 09-07-2023

(SEAL)

ASHLEY NICOLE TAYLOR
Notary Public
State of Colorado
Notary ID # 20164038694
My Commission Expires 09-07-2022

Contractor's Signature Page to Independent Contractor Agreement for Strategic Communications Plan and Support with the Town of Timnath, dated September 17, 2018
EXHIBIT A
SCOPE OF SERVICES AND COMPENSATION SCHEDULE
HELLO

Thank you for the opportunity to submit a proposal for a comprehensive communications plan and support.

We believe that when local governments inform and connect with their residents, communities become better. As Timnath continues to grow and welcome new residents and businesses, it’s more important than ever before to create a thoughtful communications plan and dedicate resources to seeing it through.

IT’S ABOUT YOU
We take the time to truly understand your community. We will prioritize conversations with your staff, leaders, and community members to craft the best recommendations for your communications strategy. Timnath’s services, departments, policies, and communication strategies will reveal a clear design and message that supports your existing brand. Great news – we’ve helped other communities successfully do exactly that.

PERSONAL APPROACH
We will work closely with your team to develop custom materials and provide clear action steps. Our process is tested and proven, but our product is always original – created just for you. Creativity will be our biggest asset, and we’ll always be mindful of your budget and capacity.

NOCO LOVE
Promise not to tell anyone, but there’s a special place in our hearts for northern Colorado. This is where we fell in love with local government. This is where Slate began. This is where we call home. Nothing would make us happier than to help build upon Timnath’s success by supporting you through a solid communications plan and ongoing support.

Most sincerely,

Kim Newcomer
CEO | Founder
COMMUNICATIONS PLAN

- Audit and analyze current communications efforts and tools
- Meetings with staff to gather input, determine 2018-2020 projects and priorities
- Meetings with stakeholders to determine communication preferences and challenges
- Online survey of community to further refine communication preference, opportunities
- Consolidate research findings to establish overall goals and objectives
- Develop foundational messaging
- Identify audience segments and characteristics
- Establish communication tools and internal processes for implementation
- Identify metrics for success
- Create annual action plan for implementation
- Clarify and recommend policy and procedures

SUPPORT

- Bi-weekly Council Wrap-ups
- Monthly e-newsletter
- Attendance at staff meetings to identify content and potential communication opportunities
- Social media strategy and implementation
- Presentation support
- Website content and graphics
- Content writing and editing
- Media relations & press releases
- Speaking points
- Community engagement support
- Photography
- Video
- Graphic design
- Brand management
- Communication campaigns
It starts with a plan, but that’s not where it stops. We want to help create a communications plan that is so solid and consistent, it’s evident throughout all communication. We know you’re ready to move beyond the basics - to expand communication to residents so that they understand the services and impacts of Town decisions and projects. You’re ready for a new road map, and we’re ready to call “shotgun.”
WE ARE SLATE

We proudly turned our expertise and creativity for city communications into a solid process of research, community engagement, and implementation. We want to create a communication plan that elevates Timnath from the inside out while supporting you every step of the way.

WE’VE DONE THIS FOR

![Logos of various cities and organizations]

WHY SLATE?

We believe that informed and engaged residents make better communities.

- Award-winning branding and marketing
- In-house city communication experience
- Continuous communication
- Timeless graphic design

SLATE SUPPORT

INDUSTRY KNOWLEDGE
Working in local government branding and communications for 30 years

ONE CALL AWAY
We will prioritize weekly mobile check-ins and will schedule regular in-person meetings and presentations

HOW WE DO IT
Our solid process of exploration, messaging, implementation, and long term commitment to your success

PROMPT
Well-connected, open, and professional, we deliver per your schedule
MEET YOUR TEAM

KIM NEWCOMER
CEO

20 years experience in communications and marketing communities. Proven success blending traditional communication tools with progressive engagement techniques. Prior to starting Slate, worked for the communities of Vail, Durango and Fort Collins, CO.

RELEVANT EXPERIENCE
City of Fort Collins, Castle Pines, Winter Park

RYAN BURKE
CHIEF COMMUNICATIONS OFFICER

Ryan has more than 21 years of experience in creative marketing, brand development, publication and interactive graphic design, photography and video. He has produced numerous award-winning projects for local governments and businesses.

RELEVANT EXPERIENCE
Larimer County, Loveland, Asheville NC

ASHLEY LAUWEREINS
PROJECT LEAD

With a background in marketing, advertising and project management for mountain communities at Swift Communications, Ashley brings four years of experience managing deadlines, copy editing, traffic management and vendor relations.

RELEVANT EXPERIENCE
Berthoud, Douglas County, Routt County
MEET YOUR TEAM

LIZ CASSI
COMMUNICATIONS SPECIALIST
Relevant experience: Winter Park, Jefferson County

MIKE GREENWALD
SENIOR GRAPHIC DESIGNER
Relevant experience: Northglenn, Longmont

ALLIE MCRAE
GRAPHIC DESIGNER
Relevant experience: Parker P3, Larimer County

KRISTEN KNOLL
COMMUNICATIONS MANAGER
Relevant experience: Castle Pines, Lone Tree

LISA VIVIANI
SENIOR GRAPHIC DESIGNER
Relevant experience: Winter Park, Snowmass Village

RORY SCHAAR
DIGITAL MARKETING SPECIALIST
Relevant experience: Castle Pines, Transport

NOELLE MAESTAS
ADMINISTRATIVE ASSISTANT
NOT ALL COMMUNICATION FIRMS ARE LOCAL GOVERNMENT FIRMS.

Communicating Town services, decisions and impacts is different than marketing. Many firms don't know how to prioritize messaging, engage stakeholders, and encourage resident participation - we do from our combined 30 years of local government experience. We will provide the tools that elevate Timnath’s message and image across all mediums. It takes a nuanced and creative approach.
OUR EPIC APPROACH

Our unique Slate process considers staff, leadership, stakeholders and residents throughout creation and implementation.

OUR 2 CENTS:
You need to be successful long after we’re gone. We’ll give you the tools and training needed to maintain communication efforts.

EXPLORE
We pride ourselves on getting to know our clients. That means digging into data from your website, social media sites, and resident surveys. It’s studying your long-term strategic plans and vision statements. It’s spending time getting to know staff, leadership, stakeholders, and residents. From one-on-one meetings to analytics, thorough exploration creates true understanding.

POSITION
Positioning and differentiating your community will take clear messaging, a strong visual brand, and spot-on marketing. That’s what this phase of the process is all about. Working with your team, we’ll refine your communication efforts, develop messaging, and create compelling stories.

IMPLEMENTATION
A communication plan without implementation is like a bus without wheels. It may sound good, but it’s going nowhere. Our process focuses on bringing big ideas to life. Thoughtful planning, creative partnerships, standards, guidelines, and tools combine to bring your communication plan into the real world.

COMMIT
Communication messages don’t stick with just one try. Consistent, long-term efforts produce results. We believe in the value of lasting relationships, and are committed to your ongoing success. We’ll be a resource to you long after this contract ends. And we’re here to help you stay committed to your communication efforts.
HOW THIS IMPACTS YOU

- Increased awareness of Town programs and services
- Informed residents who can engage with issues important to them
- Focused communication to maximize resources
- Dedicated communication resources allows other staff members to focus on their “real job”
CITY OF CASTLE PINES BRANDING & COMMUNICATION

WHAT THEY NEEDED
- Comprehensive brand for the community
- Strategic communication plan and implementation

WHAT WE DID
- Developed brand platform and design guidelines
- Established high-level goals and strategies as well as tactics for implementation
- Met with staff, Council and the community that created annual direction of messaging and outreach
- Designed a mobile-friendly website

DETAILS
Date: February 2014 – present
Contact: Michael Penny
Interim City Manager
303-705-0206
michael.penny@castlepinesgov.com
TOWN OF BERTHOUD
COMMUNICATIONS PLAN

WHAT THEY NEEDED
- Strategic communications plan and implementation
- Refreshed outreach materials
- Consistent content with residents to maintain relationships

WHAT WE DID
- Developed high-level communication strategies for implementation throughout the year
- Created print and electronic newsletters, audience segmentation, analyzed open rates
- Developed new marketing materials more reflective of the community and its future

DETAILS
Date: 2014 – present
Contact: Chris Kirk
Town Administrator
970-532-2643
ckirk@berthoud.org

TOWN OF BERTHOUD
STRATEGIC COMMUNICATION IMPLEMENTATION PLAN
*Noted items are recommended for implementation in 2016, or

JANUARY

<table>
<thead>
<tr>
<th>Strategy</th>
<th>Note</th>
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<tbody>
<tr>
<td>Increased town newsletter programs featuring a different department or policy, utilizing electronic newsletters.</td>
<td>-</td>
</tr>
<tr>
<td>Increased town social media programs.</td>
<td>-</td>
</tr>
<tr>
<td>Improved website by adding new features, such as a new calendar, a mobile-friendly website, and better search functionality.</td>
<td>-</td>
</tr>
<tr>
<td>Increased town staff involvement in community events and activities.</td>
<td>-</td>
</tr>
<tr>
<td>Increased town staff involvement in community events and activities.</td>
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</tr>
</tbody>
</table>

DEAR BERTHOUD BUSINESS EXECUTIVE,

First and foremost, thank you for being in Berthoud. We appreciate and value the investment you have and are making in our community. We also want to help you succeed and are working to do that through a host of efforts. This newsletter is a new way of communicating and sharing business news with you.

Each issue will introduce you with

TAKING CARE OF BERTHOUD’S STREETS
A well-maintained road system is crucial for our residents, businesses and visitors. The Town of Berthoud is committed to maintaining our road network and ensuring the safety and functionality of our streets. This includes pavement repair, street sweeping, and other maintenance tasks. Our goal is to keep our streets in good condition to ensure the safety and accessibility of our community.

COMMUNITY CHAT – NOVEMBER 19

In this month’s edition of Community Chat, we’re featuring a special guest speaker from the Town of Berthoud. Join us on Thursday, November 19 at 7 PM at the Community Center for an engaging conversation on the latest developments in our town. We look forward to seeing you there.

COMMUNITY STATS
50
New single-family home permits issued (January-October 2019)

STAYING ON TOP OF ROAD PROBLEMS HELPS AVOID COSTLY REPLACEMENT AT A LATER TIME.

LEEN TOWN DRIVING

During the fall, streets sweepings taken place as needed when and when it is available. As our streets sweep, we see various types of debris. If they are completing, those responsibilities and otherwise, to publish a weekly sweeping, a blog. Stuff sweep into the street catch basins, and sweep a...and provide updates to our annual pumpout maintenance program in order to ensure that
WHAT OUR CLIENTS ARE SAYING...

CITY OF NORTHGLENN, CO
"Slate is responsive and determined what we wanted through discussion and community research."

Margo Aldrich,
Communications Manager

CITY OF LOVELAND, CO
"They deliver well designed, clear and thoughtful marketing materials."

Allison Bohling,
Customer Relations Business Specialist

CITY OF FORT COLLINS, CO
"Slate Communications has proven themselves to be talented professionals with both creative and technical savvy. However, it is their ability to navigate political nuance and community support that really sets them apart."

Kristin Kirkpatrick,
Planning & Zoning Board Member

CITY OF MILTON, GA
"Slate stepped in to help and serve as an extra team player when we needed them most."

Angela Thompson,
Communications & Outreach Director

SERVICES PROVIDED
- COMMUNITY ENGAGEMENT
- PUBLIC RELATIONS
- GRAPHIC DESIGN
- SOCIAL MEDIA
- PHOTOGRAPHY
- VIDEO
- COPYWRITING
- BRANDING
CLIENTS

LARIMER COUNTY
PROJECT: Comm. Plan & Website Redesign
CONTACT: Linda Hoffman, County Manager
lhoffman@larimer.org, (970) 498-7150
DATE: April 2013-October 2017

DOUGLAS COUNTY
PROJECT: Communications & Graphics Support
CONTACT: Wendy Holmes, Public Affairs Director
wholmes@douglas.co.us, (303) 660-7358
DATE: 2016-present

ROUTT COUNTY
PROJECT: Branding
CONTACT: Dan Weinheimer, Deputy County Manager
dweinheimer@co Routt.co.us, (970) 870-5345
DATE: January 2018-present

FRUITA
PROJECT: Communications & Marking
CONTACT: Mike Bennett, City Manager
mjbennett@fruita.org, (970) 858-3663
DATE: 2017-present

TOWN OF AVON
PROJECT: Strategic Marketing Plan
CONTACT: Preston Neil, Deputy Town Manager
pneill@avon.org, (970) 748-4000
DATE: January 2016-May 2016

CITY OF ASHEVILLE
PROJECT: Marketing Materials
CONTACT: Dan Phairas, Media Specialist
dphairas@ashevillenc.gov, (828) 232-4594
DATE: March 2016-November 2016

CITY OF GUYMON
PROJECT: Website Redesign
CONTACT: Greg Blount, Senior Manager
gblount@ibts.org, (580) 338-3396
DATE: March 2017-present

CITY OF ENGLEWOOD
PROJECT: Branding & Marketing Plan
CONTACT: Alison Carney, Communications Manager
acarney@englewoodgov.org, (303) 762-2316
DATE: June 2015-October 2015

CITY OF CASTLE PINES
PROJECT: Website & Branding
CONTACT: Michael Penny, City Manager
michael.penny@castlepinesco.gov, (303) 705-0200
DATE: February 2014-present

CITY OF LONGMONT
PROJECT: Strategic Marketing Plan
CONTACT: Karen Roney, Community Services Director
karen.roney@ci.longmont.co.us, (303) 651-8633
DATE: January 2016-May 2016
SCOPE AND FEE PROPOSAL

COMMUNICATION PLAN

Audit and documentation of current communications efforts and tools
Meetings with staff to gather input; determine 2018-2020 projects & priorities
Meetings with Timnath community stakeholders to determine communication preferences, opportunities and challenges
Online survey of community to further refine communication preferences, opportunities and challenges
Consolidate research findings to establish overall communications goals, objectives and priorities
Develop foundational messaging
Identify audience segments and characteristics
Establish communication tools and internal processes for implementation

IMPLEMENTATION: COMMUNICATION & CREATIVE SERVICES

- Communications strategic planning
- Marketing strategy
- Content writing & editing
- Coordination with partner agencies
- Market research & segmentation
- Media relations & press releases
- Social media
- Speaking points
- Community engagement
- Communication reporting & measurement
- Graphic design
- Website design
- Web updates
- Photography
- Video
- Creative direction & consultation
- Presentations
- Communications campaigns
- Branding
- Manage product delivery
- Vendor relations
- Collateral material

TOTAL COST

$3,000/month: October 1, 2018 - June 30, 2019
A retainer model where Slate allocates 25 hours per month to support the Town of Timnath's communication efforts including internal and external communications, social media support, web content, meeting time, special projects, and graphic design.
EXHIBIT B
CONTRACTOR’S COMPLETED W-9
EXHIBIT C
INSURANCE REQUIREMENTS

NOTE: All insurance required and provided hereunder shall also comply with the provisions of Section 12 of the Agreement.

1. Standard Worker’s Compensation and Employer’s Liability Insurance covering all employees of Contractor involved with the performance of the Services, with policy amounts and coverage in compliance with the laws of the jurisdiction in which the Services will be performed.

2. Commercial General Liability Insurance with minimum limits of liability of not less than $1,000,000 per occurrence for bodily injury and property damage liability; $2,000,000 designated location, general aggregate. Such insurance will include coverage for contractual liability, personal injury and broad form property damage, and shall include all major divisions of coverage and be on a comprehensive basis including, but not limited to:

   a. premises operations;
   b. personal injury liability without employment exclusion;
   c. blanket contractual;
   d. broad form property damages, including completed operations;
   e. medical payments;
   f. products and completed operations;
   g. independent consultants coverage;
   h. coverage inclusive of construction means, methods, techniques, sequences, and procedures, employed in the capacity of a construction consultant; and

   **This policy must include coverage extensions to cover the indemnification obligations contained in this Agreement to the extent caused by or arising out of bodily injury or property damage.**

3. Comprehensive Automobile Liability Insurance covering all owned, non-owned and hired automobiles used in connection with the performance of the Services, with limits of liability of not less than $1,000,000 combined single limit bodily injury and property damage. **This policy must include coverage extensions to cover the indemnification obligations contained in this Agreement to the extent caused by or arising out of bodily injury or property damage.**

4. If applicable: Contractor shall secure and maintain a third party fidelity bond in favor of the Town covering the Contractor and its employees and agents who may provide or be responsible for the provision of Services where such activities contemplate the responsibility for money or property of the Town. Such bond shall protect the Town against any fraudulent or dishonest act which may result in the loss of money, securities, or other property belonging to or in the possession of the Town. Said bond shall be in an amount as determined by the Town, from a surety acceptable to the Town.

5. Any other insurance commonly used by contractors for services of the type to be performed pursuant to this Agreement.

6. Professional liability insurance in the amount of $1,000,000.00 each occurrence.
EXHIBIT D
CERTIFICATE OF GOOD STANDING WITH COLORADO SECRETARY OF STATE
OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

Slate Communications

is a

Limited Liability Company

formed or registered on 02/07/2013 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20131089713.

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 08/26/2019 that have been posted, and by documents delivered to this office electronically through 08/27/2019 @ 11:12:37.

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 08/27/2019 @ 11:12:37 in accordance with applicable law. This certificate is assigned Confirmation Number 11766229.

Jena Griswold
Secretary of State of the State of Colorado

*****************************************************************************End of Certificate*****************************************************************************

Notice: A certificate issued electronically from the Colorado Secretary of State’s Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State’s Web site, http://www.sos.state.co.us/htz/CertificateSearchCriteria.do entering the certificate’s confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, http://www.sos.state.co.us/ click “Businesses, trademarks, trade names” and select “Frequently Asked Questions.”
EXHIBIT B

First Amendment
FIRST AMENDMENT TO
INDEPENDENT CONTRACTOR AGREEMENT
(Strategic Communications Plan and Support)

This FIRST AMENDMENT TO INDEPENDENT CONTRACTOR AGREEMENT (the "First Amendment") is made and entered into as of the 8th day of October, 2019, by and between THE TOWN OF TIMNATH, a home rule municipal corporation and political subdivision of the State of Colorado (the "Town"), and SLATE COMMUNICATIONS a Colorado limited liability company (the "Contractor"). The Town and the Contractor are referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, the Town and the Contractor entered into that certain Independent Contractor Agreement for Strategic Communications Plan and Support, dated September 17, 2018 (the "Agreement"); and

WHEREAS, the District and the Contractor desire to replace the Scope of Services and Compensation Schedule set forth in Exhibit A of the Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties covenant and agree as follows:

AGREEMENT

1. Change to Scope of Services and Compensation Schedule. The Scope of Services and Compensation Schedule set forth in Exhibit A of the Agreement shall be replaced in its entirety with the Scope of Services and Compensation Schedule attached hereto as Addendum 1.

2. Prior Provisions Effective. Except as expressly modified by this First Amendment, all other provisions of the Agreement shall remain in full force and effect.

3. Effective Date. The Parties agree that this First Amendment shall become effective as of August 1, 2019 and shall apply to services provided after August 1, 2019.

4. Counterpart Execution. This First Amendment may be executed in several counterparts, each of which may be deemed an original, but all of which together shall constitute one and the same instrument. Executed copies of this First Amendment may be delivered by facsimile or email of a PDF document, and, upon receipt, shall be deemed originals and binding upon the signatories to this First Amendment.

[Signature page follows.]
IN WITNESS WHEREOF, the Parties have executed this First Amendment as of the date set forth above. By the signature of its representative below, each Party affirms that it has taken all necessary action to authorize said representative to execute this First Amendment.

TOWN:

THE TOWN OF TIMNATH, a home rule municipal corporation and political subdivision of the State of Colorado

[Signature]

Jill Grossman-Belisle, Mayor

ATTEST:

[Signature]

Milissa Peters-Garcia, CMC
Town Clerk

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

____________________________
General Counsel to the Town
CONTRACTOR:
SLATE COMMUNICATIONS, a Colorado limited liability company

[Signature]

Printed Name: Kim Newcomer

Title: CEO
ADDENDUM 1
SCOPE OF SERVICES AND COMPENSATION SCHEDULE
COMMUNICATIONS COORDINATION AND SUPPORT

- Act as central point of coordination for communications team efforts
- Attend staff and Council meetings to determine newsworth topics to be included in future communication efforts
- Manage planned social media editorial calendar
- Write and distribute email announcements
- Write and distribute news releases
- Support Town departments with communication related to major projects and initiatives
- Identify metrics for success, analyze and make recommendations for improvements
- Clarify and recommend policy and procedures

- Create and distribute bi-weekly Council Wrap-ups
- Create and distribute Monthly e-newsletter
- Social media strategy and implementation
- Presentation support
- Website content and graphics
- Media relations & press releases
- Speaking points
- Community engagement support
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Larimer County, Loveland, Asheville NC

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PROJECT LEAD
With a background in marketing, advertising and project management for mountain communities at Swift Communications, Ashley brings four years of experience managing deadlines, copy editing, traffic management and vendor relations.

RELEVANT EXPERIENCE
Berthoud, Douglas County, Routt County
MEET YOUR TEAM
SUPPORTING DESIGN AND PROJECT MANAGEMENT EFFORTS

JOHN LITEL
CREATIVE DIRECTOR
ROLE IN PROJECT:
Creative oversight of production, quality control

ANNA HROVAT-STAEDETER
COMMUNICATIONS SPECIALIST
ROLE IN PROJECT:
Support

MADDY SWEENEY
VIDEOGRAPHER/PHOTOGRAPHER
ROLE IN PROJECT:
Shooting and gathering footage, editing, final production

LISA VIVIANI
SENIOR GRAPHIC DESIGNER
ROLE IN PROJECT:
Support

LIZ CASSI
COMMUNICATIONS MANAGER
ROLE IN PROJECT:
Support

MIKE GREENWALD
SENIOR GRAPHIC DESIGNER
ROLE IN PROJECT:
Graphic design, video After Effects

KRISTEN KNOLL
COMMUNICATIONS MANAGER
ROLE IN PROJECT:
Support

ANDREW KILPATRICK
GRAPHIC DESIGNER
ROLE IN PROJECT:
Support
SCOPE AND FEE PROPOSAL

COMMUNICATION SERVICES

- Communications strategic planning
- Marketing strategy
- Content writing & editing
- Coordination with partner agencies
- Market research & segmentation
- Internal communications

- Media relations & press releases
- Social media
- Speaking points
- Community engagement
- Communication reporting & measurement

CREATIVE SERVICES

- Graphic design
- Website design
- Web updates
- Photography
- Video
- Creative direction & consultation
- Presentations

- Communications campaigns
- Branding
- Manage product delivery
- Vendor relations
- Collateral material

ONGOING SUPPORT

$4,000/month - August through December, 2019

This retainer provides an average of 35 hours per month in communications and creative support. Slate will continue its role as the central coordinator of the communications team and provide ongoing communications support.