

**TOWN OF TIMNATH, COLORADO
RESOLUTION NO. 6, SERIES 2020**

**A RESOLUTION APPROVING THE SECOND 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 the Second Amendment to Independent Contractor Agreement between the Town and Slate Communications for Strategic Communications Plan and Support, dated January 28, 2020 (the “**Second Amendment**”); and

WHEREAS, the Town Council is familiar with the Second Amendment and finds it to be in the best interest of the Town, its residents, and the general public to enter into the Second Amendment.

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

Section 1. Approval

The Second Amendment is hereby approved in substantially the form attached hereto as **Exhibit A**, 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 JANUARY 28, 2020.

TOWN OF TIMNATH, COLORADO



Jill Grossman-Belisle, Mayor

ATTEST:



Milissa Peters-Garcia, CMC
Town Clerk



EXHIBIT A

Second Amendment

SECOND AMENDMENT TO
INDEPENDENT CONTRACTOR AGREEMENT
(Strategic Communications Plan and Support)

This SECOND AMENDMENT TO INDEPENDENT CONTRACTOR AGREEMENT (the "Second Amendment") is made and entered into as of the 28th day of January, 2020, 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, as amended on October 8, 2019 (collectively, the "Agreement"); and

WHEREAS, the Town 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. Term. The term of the Agreement shall be extended until December 31, 2020.
2. Change to Scope 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**.
3. Prior Provisions Effective. Except as expressly modified by this Second Amendment, all other provisions of the Agreement shall remain in full force and effect.
4. Effective Date. The Parties agree that this Second Amendment shall become effective as of January 1, 2020 and shall apply to services provided after January 1, 2020.
5. Counterpart Execution. This Second 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 Second 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 Second Amendment.

[Signature page follows.]

IN WITNESS WHEREOF, the Parties have executed this Second 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 Second Amendment.

TOWN:

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

CONTRACTOR:

**SLATE COMMUNICATIONS, a Colorado limited
liability company**



Kim Newcomer, CEO

**ADDENDUM 1
SCOPE OF SERVICES AND COMPENSATION SCHEDULE**

EVOLUTION OF COMMUNICATIONS SUPPORT

GOAL: Better serve Town of Timnath staff and Council as the central point of communication coordination and strategy. Deliver on expectations of Slate to act in a leadership role in managing organization-wide and project specific messaging.

SERVICES:

- Act as a central point-of coordination for communications team efforts
- Attend staff and council meetings to determine newsworthy topics to be included in future communications 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
- Website content and graphics
- Media relations and press releases

Communications

Communications strategic planning
 Marketing strategy
 Content writing and editing
 Coordination with partner agencies
 Market research and segmentation
 Internal communications
 Media relations and press releases
 Social Media
 Speaking points
 Community engagement
 Communications reporting and measurements

Creative

Graphic design
 Website design
 Web updates
 Photography & Video
 Collateral material
 Creative direction and consultation
 Presentations
 Communications campaigns
 Brand Management
 Manage product delivery
 Vendor relations

In addition to the above lists, Slate will hire a Communications Specialist assigned to Timnath with five to ten (5-10) years of experience. The Communications Specialist will be present at Town Hall for two to three (2-3) days per week with one hundred percent (100%) of their time dedicated to Timnath work. The Communications Specialist will:

- Act as the definitive Communications Team Manager, delegate projects and assignment to Slate support staff, Mantooth, and Bruen Media;



- Participate in strategic messaging discussions and can implement tools;
- Act as the single point of contact for Mayor, Mayor Pro-Tem, Council, Town Manager and Town Staff; and
- Be available for additional meetings as needed and attend:
 - Monday morning staff meetings
 - Tuesday afternoon pre-council meetings
 - Tuesday evening Council meetings

Slate will establish monthly strategy meetings with senior Slate staff, Communications Specialist, Town Manager, Mayor, Mayor Pro-Tem, and other staff as needed. Senior Slate staff will remain available as needed outside of this meeting.

BENEFITS:

- Onsite presence aids in better coordination, awareness of issues, and response to urgent issues
- Communications Specialist will be more available for meetings
- Increased integration of staff creates more opportunity for pro-active communication as opposed to reactive
- Overall increase in time commitment from Slate within contract amount
- More consistent strategy planning with Slate senior staff

FEE: Annual fee of \$75,000