
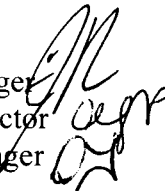



## COMMUNICATION DIVISION MEMORANDUM

#14-03

**DATE:** September 22, 2014

**TO:** Honorable Mayor Joyce Downing and City Council members

**FROM:** John Pick, City Manager   
Jason Rogers, Public Communications Manager   
Amanda Peterson, Parks and Recreation Director  
Debbie Tuttle, Economic Development Manager 

**SUBJECT:** Marketing Project Professional Services Agreement

### BACKGROUND:

On July 3, 2014, the City accepted proposals for the Northglenn Marketing Project. Out of twenty-two companies represented at the mandatory pre-bid meeting, thirteen submitted final proposals. Various staff were organized to choose a final proposal to enter into negotiations. This group consisted of Jason Rogers, Public Communications Manager; Amanda Peterson, Parks & Recreation Director; Debbie Tuttle, Economic Development Manager; John Eisel, Public Communications Specialist; Jill Mendoza, Economic Development Coordinator; and Michael Stricker, Cultural Programs Supervisor.

The amounts of the proposals were as follows: BKMG - \$61,500, Blakely & Company - \$52,000, Corona Insights - \$71,750, Cubic, Inc. - \$78,500, Evolution - \$75,000, Linda Wilson Group - \$98,980, Northstar - \$88,000, Red Rag & Bull - \$114,750, Slate - \$26,765, and Volition - \$94,000. Three companies submitted billable rate sheets only: BrandEx, Idea Marketing, and Virtegie Group.

Out of the thirteen submitted proposals, four were chosen for final presentations and interviews during the week of July 28<sup>th</sup>. The task force's clear and unanimous best choice for the contract was the team assembled by Denver-based advertising agency Red Rag & Bull.

Staff negotiated the final cost of the project down to \$92,000 from the original \$114,750 estimate by dropping a bi-lingual survey, and reducing other services to more appropriately meet the budget and needs of the City.

This team consists of three companies: Red Rag & Bull (Marketing, Branding, and Creative), SE2 (Public Relations, and Implementation), and National Research Center (Surveys and Research). This arrangement provides the City with comprehensive expertise in marketing, research and community engagement.

The final contract consists of four stages of work. The first stage will be an audit of the city's brand and messaging, the second will be a thorough research process, the third will

be the creative process of developing the City's brand, and the fourth will be assessing the City's resources and implementing the brand and marketing plan.

Staff was impressed with the team's commitment to an authentic message, understanding of Northglenn's position in the Denver metro area, data driven process, creativity, focus on economic development, and passion for the project.

**RECOMMENDATION:**

Staff recommends that Council approve the attached resolution authorizing the Mayor to sign the attached Professional Services Agreement with Red Rag & Bull for an amount not to exceed \$92,000.

**BUDGET/TIME IMPLICATIONS:**

The contract is not to exceed \$92,000 and will take approximately 6 months to complete. Staff plans on bringing an appropriations amendment to council for the Strategic Plan items at the end of the year.

**STAFF REFERENCE:**

Please contact Jason Rogers at [jrogers@northglenn.org](mailto:jrogers@northglenn.org) for any further questions.

SPONSORED BY: MAYOR DOWNING

COUNCILMAN'S RESOLUTION

RESOLUTION NO.

No. CR-98  
Series of 2014

\_\_\_\_\_  
Series of 2014

A RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF NORTHGLENN AND RED RAG & BULL, LLC FOR THE NORTHGLENN MARKETING PROJECT

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTHGLENN, COLORADO, THAT:

Section 1. The Professional Services Agreement between the City of Northglenn and Red Rag & Bull, LLC, attached hereto, in an amount not to exceed \$92,000.00 for the Northglenn Marketing Project is hereby approved and the Mayor is authorized to execute same on behalf of the City of Northglenn.

DATED at Northglenn, Colorado, this \_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
JOYCE DOWNING  
Mayor

ATTEST:

\_\_\_\_\_  
JOHANNA SMALL, CMC  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
COREY Y. HOFFMANN  
City Attorney

**AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Northglenn, State of Colorado (hereinafter referred to as the "City") and Red Rag & Bull (hereinafter referred to as "Consultant").

**RECITALS:**

A. The City requires professional services.

B. Consultant has held itself out to the City as having the requisite expertise and experience to perform the required work for the Project.

NOW, THEREFORE, it is hereby agreed for the consideration hereinafter set forth, that Consultant shall provide to the City, professional consulting services for the Project.

**I. SCOPE OF SERVICES**

Consultant shall furnish all labor and materials to perform the work and services required for the complete and prompt execution and performance of all duties, obligations, and responsibilities for the Project which are described or reasonably implied from **Exhibit A** which is attached hereto and incorporated herein by this reference.

**II. THE CITY'S OBLIGATIONS/CONFIDENTIALITY**

The City shall provide Consultant with reports and such other data as may be available to the City and reasonably required by Consultant to perform hereunder. No project information shall be disclosed by Consultant to third parties without prior written consent of the City or pursuant to a lawful court order directing such disclosure. All documents provided by the City to Consultant shall be returned to the City. Consultant is authorized by the City to retain copies of such data and materials at Consultant's expense.

**III. OWNERSHIP OF WORK PRODUCT**

The City acknowledges that the Consultant's work product is an instrument of professional service. Nevertheless, the products prepared under this Agreement shall become the property of the City upon completion of the work.

A) PROPERTY RIGHTS. All concepts, ideas, programs, designs, presentation materials, artwork, computer data, proof and other documents or work product created or generated by RR&B for the Client in connection with this assignment, including any rights to patents, trademarks, service marks, copyrights or other property rights ("Work Product") shall be and remain the property of the Client. RR&B shall have the right to use any Work Product in RR&B's self-promotional advertisements with the prior approval of the City.

B) TRANSFER OF OWNERSHIP. Notwithstanding anything in this Agreement to the contrary, no transfer by RR&B of any or all right, title or interest in or to Work Product shall be valid or enforceable until such time as RR&B has been paid in full for all work requested or provided pursuant to the terms of this Agreement.

**IV. COMPENSATION**

A. In consideration for the completion of the services specified herein by Consultant, the City shall pay Consultant an amount not to exceed ninety-two thousand(\$92,000). Payment shall be made in accordance with the schedule of charges in Exhibit B which is attached hereto and incorporated herein by this reference. Invoices will be itemized and include hourly breakdown for all personnel and other charges. The maximum fee specified herein shall include all fees and expenses incurred by Consultant in performing all services hereunder.

B. Consultant may submit monthly or periodic statements requesting payment. Such request shall be based upon the amount and value of the work and services performed by Consultant under this Agreement except as otherwise supplemented or accompanied by such supporting data as may be required by the City.

1. All invoices, including Consultant's verified payment request, shall be submitted by Consultant to the City no later than the twenty-fourth (24th) day of each month for payment pursuant to the terms of this Agreement. In the event Consultant fails to submit any invoice on or before the twenty-fourth (24th) day of any given month, Consultant defers its right to payment pursuant to said late invoice until the twenty-fourth (24th) day of the following month.

2. Progress payments may be claimed on a monthly basis for reimbursable costs actually incurred to date as supported by detailed statements, including hourly breakdowns for all personnel and other charges. The amounts of all such monthly payments shall be paid within thirty (30) days after the timely receipt of invoice as provided by this Agreement.

C. The City has the right to ask for clarification on any Consultant invoice after receipt of the invoice by the City.

D. In the event payment for services rendered has not been made within forty-five (45) days from the receipt of the invoice for any uncontested billing, interest will accrue at the legal rate of interest. In the event payment has not been made within ninety (90) days from the receipt of the invoice for any uncontested billing, Consultant may, after giving seven (7) days written notice and without penalty or liability of any nature, suspend all work on all authorized services specified herein. In the event payment in full is not received within thirty (30) days of giving the seven (7) days written notice, Consultant may terminate this Agreement. Upon receipt of payment in full for services rendered, Consultant will continue with all authorized services.

E. Final payment shall be made within sixty (60) calendar days after all data and reports (which are suitable for reproduction and distribution by the City) required by this Agreement have been turned over to and approved by the City and upon receipt by the City of Consultant's certification that services required herein by Consultant have been fully completed in accordance with this Agreement and all data and reports for the Project.

**V. COMMENCEMENT AND COMPLETION OF WORK**

Within seven (7) days of receipt from the City 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. Except as may be changed in writing by the City, the Project shall be complete and Consultant shall furnish the City the specified deliverables as provided in Exhibit A.

**VI. CHANGES IN SCOPE OF SERVICES**

A change in the Scope of Services shall constitute any material 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. 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 the City 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**

A. Consultant hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, required by law.

B. The work performed by Consultant shall be 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.

C. Consultant shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports, and other services furnished by Consultant under this Agreement. Consultant shall, without additional compensation, correct or resolve any errors or deficiencies in his designs, drawings, specifications, reports, and other services, which fall below the standard of professional practice, and reimburse the City for construction costs caused by errors and omissions which fall below the standard of professional practice.

D. Approval by the City of designs, reports, and incidental work or materials furnished hereunder shall not in any way relieve Consultant of responsibility for technical adequacy of the work. Neither the City's review, approval or acceptance of, nor payment for, any of the services shall 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, and Consultant shall be and remain liable in accordance with applicable performance of any of the services furnished under this Agreement.

E. The rights and remedies of the City provided for under this Agreement are in addition to any other rights and remedies provided by law.

F. APPROVALS AND PROOFREADING: Since RR&B shall not finalize any Work Product without the prior written consent of the Client, any mistake in any Work Product delivered to be reviewed and approved by the Client which appears in any final Work Product created by RR&B shall be the responsibility of the Client, and RR&B shall have no liability or obligations in connection therewith including the cost and expenses required to correct such errors. RR&B will submit a "Client Approval" form via facsimile or email to be signed or confirmed by the Client prior to proceeding with any final reproduction.

### **VIII. ILLEGAL ALIENS**

A. Certification. By entering into this Agreement, Consultant hereby certifies that, at the time of this certification, it does not knowingly employ or contract with an illegal alien who will perform work under the Agreement and that Consultant will participate in either the E-Verify Program administered by the United States Department of Homeland Security and Social Security Administration or the Department Program administered by the Colorado Department of Labor and Employment in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement.

B. Prohibited Acts. 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 Consultant that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

C. Verification.

1. Consultant has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement through participation in either the E-Verify Program or the Department Program.
2. Consultant shall not use the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

3. If Consultant obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien who is performing work under the Agreement, Consultant shall:

a. Notify the subcontractor and the City within three (3) days that Consultant has actual knowledge that the subcontractor is employing or contracting with an illegal alien who is performing work under the Agreement; and

b. Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to subparagraph (a) hereof, the subcontractor does not stop employing or contracting with the illegal alien who is performing work under the Agreement; except that Consultant 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 who is performing work under the Agreement.

D. Duty to Comply with Investigations. Consultant shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation conducted pursuant to C.R.S. § 8-17.5-102(5)(a) to ensure that Consultant is complying with the terms of this Agreement.

E. If Consultant does not currently employ any employees, Consultant shall sign the NO Employee Affidavit attached hereto.

F. If Consultant wishes to verify the lawful presence of newly hired employees who perform work under the Agreement via the Department Program, Consultant shall sign the Department Program Affidavit attached hereto.

## **IX. INDEMNIFICATION**

A. INDEMNIFICATION – GENERAL: The City cannot and by this Agreement does not agree to indemnify, hold harmless, exonerate or assume the defense of the Consultant or any other person or entity whatsoever, for any purpose whatsoever. Provided that the claims, demands, suits, actions or proceedings of any kind are not the result of professional negligence, the Consultant, to the fullest extent permitted by law, shall defend, indemnify and hold harmless the City, its Council members, officials, officers, directors, agents and employees from any and all claims, demands, suits, actions or proceedings of any kind or nature whatsoever, including worker's compensation claims, in any way resulting from or arising from the services rendered by Consultant, its employees, agents or subconsultants, or others for whom the Consultant is legally liable, under this Agreement; provided, however, that the Consultant need not indemnify or save harmless the City, its Council members, its officers, agents and employees from damages resulting from the negligence of the Council members, officials, officers, directors, agents and employees.

B. INDEMNIFICATION FOR PROFESSIONAL NEGLIGENCE: The Consultant shall, to the fullest extent permitted by law, defend, indemnify and hold harmless the City, its Council members, and any of its officials, officers, directors, and employees from and against damages, liability, losses, costs and expenses, including reasonable attorneys fees, but only to the extent caused by or arising out of the negligent acts, errors or omissions of the Consultant, its employees, agents or subconsultants, or others for whom the Consultant is legally liable, in the performance of professional services under this Agreement. The Consultant is not obligated under this subparagraph IX.B. to indemnify the City for the negligent acts of the City, its Council members, or any of its officials, officers, directors, agents and employees.

C. INDEMNIFICATION – COSTS: Consultant shall, to the fullest extent permitted by law, defend, investigate, handle, respond to, and provide defense for and defend against, any such liability, claims or demands at the sole expense of Consultant or, at the option of the City, agrees to pay the City or reimburse the City for the defense costs incurred by the City in connection with any such liability, claims or demands. Consultant shall, to the fullest extent permitted by law, defend and bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not any such liability, claims or demands alleged are groundless, false or fraudulent. If it is determined by the final judgment of a court of any competent jurisdiction that such injury, loss

or damage was caused in whole or in part by the act, omission or other fault of the City, its Council members, officials, officers, directors, agents and employees, the City shall reimburse Consultant for the portion of the judgment attributable to such act, omission or other fault of the City, its Council members, officials, officers, directors, agents and employees.

## **X. INSURANCE**

A. Consultant agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Consultant pursuant to Section IX, above. Such insurance shall be in addition to any other insurance requirements imposed by this Agreement or by law. Consultant shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to Section IX, above, by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.

B. Consultant shall procure and maintain, and shall cause any subcontractor of Consultant to procure and maintain, the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to the City. All coverages shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by Consultant pursuant to Section IX, above. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

1. Workmen's compensation insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of work under this Agreement, and Employer's Liability insurance with minimum limits of five hundred thousand dollars (\$500,000) each accident, one million dollars (\$1,000,000) disease - policy limit, and one million dollars (\$1,000,000) disease - each employee. Evidence of qualified self-insured status may be substituted for the workmen's compensation requirements of this paragraph.

2. Commercial general liability insurance with minimum combined single limits of one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interests provision.

3. Professional liability insurance with minimum limits of six hundred thousand dollars (\$600,000) each claim and one million dollars (\$1,000,000) general aggregate.

C. The policy required by paragraph 2. above shall be endorsed to include the City and the City's officers, employees, and consultants as additional insureds. Every policy required above shall be primary insurance, and any insurance carried by the City, its officers, its employees, or its consultants shall be excess and not contributory insurance to that provided by Consultant. No additional insured endorsement to the policy required by paragraph 1. above shall contain any exclusion for bodily injury or property damage arising from completed operations. Consultant shall be solely responsible for any deductible losses under any policy required above.

D. The certificate of insurance provided for the City shall be completed by Consultant's insurance agent as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be reviewed and approved by the City prior to commencement of the Agreement. No other form of certificate shall be used. If the City is named as an additional insured on any policy which does not allow for the automatic addition of additional insureds, the Consultant's insurance agent shall also provide a copy of all accompanying endorsements recognizing the City as an additional insured. The



certificate shall identify this Agreement and shall provide that the coverages afforded under the policies shall not be cancelled, terminated or materially changed until at least thirty (30) days prior written notice has been given to the City. The completed certificate of insurance shall be sent to:

City of Northglenn  
Attn: Jason Rogers  
11701 Community Center Drive  
Northglenn, Colorado 80233-8061

E. Failure on the part of Consultant to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of agreement upon which the City may immediately terminate this Agreement, or at its discretion, the City 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 the City shall be repaid by Consultant to the City upon demand, or the City may offset the cost of the premiums against any monies due to Consultant from the City.

F. The City reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

G. The parties hereto understand and agree that the City, its officers, and its employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations (presently three hundred fifty thousand dollars (\$350,000) per person and nine hundred ninety thousand dollars (\$990,000) per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, Colo. Rev. Stat., §§ 24-10-101, et seq., as from time to time amended, or otherwise available to the City, 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. TERMINATION**

This Agreement shall terminate at such time as the work in Section I is completed and the requirements of this Agreement are satisfied, or upon the City's providing Consultant with seven (7) days advance written notice, whichever occurs first. In the event the Agreement is terminated by the City's issuance of said written notice of intent to terminate, the City shall pay Consultant for all work previously authorized and completed prior to the date of termination. If, however, Consultant has substantially or materially breached the standards and terms of this Agreement, the City shall have any remedy or right of set-off available at law and equity. If the Agreement is terminated for any reason other than cause prior to completion of the Project, any use of documents by the City thereafter shall be at the City's sole risk, unless otherwise consented to by Consultant.

#### **XIII. CONFLICT OF INTEREST**

The Consultant shall disclose any personal or private interest related to property or business within the City. Upon disclosure of any such personal or private interest, the City shall determine if the interest constitutes a conflict of interest. If the City determines that a conflict of interest exists, the City may treat such conflict of interest as a default and terminate this Agreement.

#### **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 Adams, 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 agents of Consultant for all purposes. Consultant shall make no representation that it is the employee of the City for any purposes.

**XVI. NO WAIVER**

Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the City shall not constitute a waiver of any of the other terms or obligation of this Agreement.

**XVII. ENTIRE AGREEMENT**

This Agreement and the attached Exhibits A and B is the entire Agreement between Consultant and the City, 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. SUBJECT TO ANNUAL APPROPRIATION**

Consistent with Article X, Section 20 of the Colorado Constitution, any financial obligations of the City not to be performed during the current fiscal year are subject to annual appropriation, and thus any obligations of the City hereunder shall extend only to monies currently appropriated.

**XIX. NOTICE**

Any notice or communication between Consultant and the City 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:

The City:      City of Northglenn  
                         11701 Community Center Drive  
                         Northglenn, Colorado 80233-8061

Consultant:    Red Rag & Bull  
                         2319 Colfax Ave. Suite 204  
                         Denver, CO 80206

IN WITNESS WHEREOF, the parties hereto each herewith subscribe the same in duplicate.

**CITY OF NORTHGLENN, COLORADO**

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

Joyce Downing  
Print Name

Mayor  
Title Date

ATTEST:

\_\_\_\_\_  
Johanna Small, CMC Date  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Corey Y. Hoffmann Date  
City Attorney

**CONSULTANT:**

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

*Jordan Sher*  
JORDAN SHER  
Print Name

PRESIDENT 9/9/14  
Title Date

ATTEST:

By: \_\_\_\_\_  
*Sarah P. Nyquist*  
Sarah P. Nyquist  
Print Name

Account Director 9/9/14  
Title Date

City's Project Manager  
\_\_\_\_\_

— EXHIBIT A —  
— SCOPE OF SERVICES —

The following statement of work outlines specific details of this ongoing relationship.

**TOTAL BILLING:** **NOT TO EXCEED \$92,000**

**Phase I: Brand Audit**

**1. Brand Audit**

- a. Review all internal and external messaging from the City
- b. Compare against best-in-class local, municipal brands
- c. Report on findings presented and delivered in soft copy

**2. Brand Workshop**

- a. Half-day work session with City brand stakeholders to identify current brand baseline
- b. Creation of discovery guide
  - i. Includes the following:
    - 1. Summary of findings of Brand Audit
    - 2. Summary of competitive analysis
    - 3. X-Y plot of Northglenn on a competitive map
    - 4. Tools for discussion
- c. Facilitate discussion session
- d. Report on findings presented and delivered in soft copy

**Phase II: Research**

**1. Survey of Residents and Non-residents**

- a. Develop a three-page survey with the City and RR&B staff through an iterative process.
- b. Administer the survey to receive 300 completed surveys from both Northglenn residents(mailed) and non-Northglenn in neighboring metro-Denver

communities (online, selected by the City). The various geographic areas will be tracked for survey respondents to permit breakdowns of the survey results.

- c. Manage all aspects of data collection, including the mailings to households.
- d. Weight the data to more closely match the 2010 Census population profile for each surveyed community.
- e. Produce a summary report of the results including basic frequencies of results, demographic and geographic comparisons (if desired). The report will include a summary of key highlights followed by data for the 2014 survey results; breakdowns of results by residents and non-residents; and detailed survey methodology notes also will be provided.
- f. Provide the City with the raw dataset in Excel, if desired.

## 2. Interactive Discussions with Residents and Non-residents

- a. Develop a script with the City and RR&B staff through an iterative process that will test the potential campaign messages and gather feedback on the most effective options.
- b. Provide guidance to City and RR&B staff on recruitment strategies, meeting rooms/facilities, refreshments and incentives (NRC budget assumes that these tasks are the responsibility of the City and RR&B).
- c. Facilitate each of the four discussions.
- d. Audio record and transcribe each of the four group discussions.
- e. Produce a summary report of the results including a one to two page summary of the key themes arising from the groups and the detailed survey methodologies.

## 3. Additional:

- a. A Spanish language paragraph on the cover letters offering that Spanish-speaking participants call the City to request a Spanish version of the survey (that NRC would translate) or complete it online in Spanish

## Phase III: Brand Development

- Positioning Northglenn within the mindshare of residents/nonresidents.

- Messaging Development (tagline).
- Message Mapping (customizing the message to all different target audiences).
  - Includes the following:
    - Global tagline/script (“elevator pitch”) for the city
    - Translation of that script into target audiences, including:
      - Residents
      - Nonresidents
      - Local business owners
      - Potential business owners
      - Internal audiences/Government workers
    - NOTE: These audiences may be further segmented into psychographic personas for the purposes of positioning, and the message will be targeted to these personas as well.
- Logo/Visual Identity development.
- Provide the new identity in all necessary file formats for digital and print publishing.
  - Options for elements below as follows:
    - 2-3 tagline options
    - 2-3 logo options
    - 2-3 brand positionings (positioning statements that identify Northglenn’s brand within a competitive landscape)

#### **Phase IV: Marketing Plan**

- Facilitate collaborative work session to identify strategic goals and create consensus.
- Recommendation on executional vehicles to maximize branding effectiveness.

- Incorporate public relations and media relations into marketing tactics where appropriate.
- Develop suggested media plan including timing and estimated cost for associated media flighting / purchasing and creative development both on government access channels and other suggested buys
- Deliverables include an Excel-defined marketing plan
  
- Changes from the original planned scope include:
  - Two year plan that would then be repeated or updated as needed for years 3 and 4
  - Input sessions with communications team will be limited to one 2-3 hour session

— EXHIBIT B —  
— AMOUNT OF COMPENSATION —

Any added services or changes in scope, approved by the client, will be billed separately and the end of the month.

#### SCHEDULE OF BILLING

RR&B will require a deposit of 25% to begin work (\$23,000). The remaining payment schedule will be over the 6 months of the engagement:

\$13,800	October 15th
\$13,800	November 15th
\$13,800	December 15th
\$13,800	January 15th
\$13,800	February 15th

#### Exclusions:

This proposal does not include any outside costs such as:

- Website Hosting
- Photography (custom or stock)
- Printing or Fabrication
- Shipping
- Media placement, PR wire fees or Pay-Per-Click charges
- Third-party software licenses



**PROSPECTIVE CONSULTANT'S CERTIFICATE REGARDING EMPLOYING OR  
CONTRACTING WITH AN ILLEGAL ALIEN**

FROM: REG RAG 'BULL  
(Prospective Consultant)

TO: City of Northglenn  
PO Box 330061  
11701 Community Center Drive  
Northglenn, CO 80233

Project Name \_\_\_\_\_

Bid Number \_\_\_\_\_

Project No. \_\_\_\_\_

As a prospective Consultant for the above-identified bid, I (we) do hereby certify that, as of the date of this certification, I (we) do not knowingly employ or contract with an illegal alien who will perform work under the Agreement and that I (we) will confirm the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement through participation in either the E-Verify Program administered by the United States Department of Homeland Security and Social Security Administration or the Department Program administered by the Colorado Department of Labor and Employment.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Prospective Consultant Jordan Sher

By: JORDAN SHER

Title: PRESIDENT

NO EMPLOYEE AFFIDAVIT

1. Check and complete one:

I, \_\_\_\_\_, am a sole proprietor doing business as \_\_\_\_\_ I do not currently employ any individuals. Should I employ any individuals during the term of my Agreement with the City, I certify that I will comply with the lawful presence verification requirements outlined in that Agreement.

OR

I, JORDAN SHOR, am an owner/member/shareholder of RED RAG BULL, a AD Agency [specify type of entity-i.e, corporation, limited liability company], that does not currently employ any individuals. Should I employ any individuals during the term of my Agreement with the City, I certify that I will comply with the lawful presence verification requirements outlined in that Agreement.

2. Check one.

I, JORDAN SHOR, am a United States citizen or legal permanent resident.

The City must verify this statement by reviewing one of the following items:

- o A valid Colorado Driver's license or a Colorado identification card
- o A United States military card or a military dependent's identification card
- o A United States Coast Guard Merchant Mariner card
- o A Native American tribal document or
- o In the case of a resident of another state, the driver's license or state-issued identification card from the state of residence, if that state requires the applicant to prove lawful presence prior to the issuance of the identification card
- o Any other documents or combination of documents listed in the City's "Acceptable Documents for Lawful Presence Verification" chart that prove both the consultant's citizenship/lawful presence and identity.

OR

I am otherwise lawfully present in the United States pursuant to federal law.

Consultant must verify this statement through the federal systematic alien verification of entitlement program, the "SAVE" program, and provide such verification to the City.

Jordan Shor  
Signature

9/9/14  
Date

DEPARTMENT PROGRAM AFFIDAVIT

(To be completed if Consultant participates in the Department of Labor Lawful Presence Verification Program)

I, RED RAG # BULL, as a public contractor under contract with the City of Northglenn (the "City"), hereby affirm that:

1. I have examined or will examine the legal work status of all employees who are newly hired for employment to perform work under this public contract for services ("Contract") with the Town within twenty (20) days after such hiring date;

2. I have retained or will retain file copies of all documents required by 8 U.S.C. § 1324a, which verify the employment eligibility and identity of newly hired employees who perform work under this Contract; and

3. I have not and will not alter or falsify the identification documents for my newly hired employees who perform work under this Contract.

[Handwritten Signature]  
Consultant Signature

9/9/14  
Date

STATE OF COLORADO )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was subscribed, sworn to and acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_.

My commission expires: (S

E A L)

\_\_\_\_\_  
Notary Public