



101 Midland Avenue, Basalt, CO 81621

**BASALT TOWN COUNCIL
SPECIAL MEETING AGENDA**

Meeting Date: Tuesday, October 4, 2016
Time: 6:00 p.m.
Location: Town Council Chambers

1. Call to Order
2. Roll Call
3. Council Comments
4. Council discussion of Darnauer contract (Public Comments will be taken)

Motion to Consider:

Mayor, I move that the Town Council approve the Darnauer contract (as presented) (with the following amendments)

6:30 Adjourn



AGENCY/CLIENT CONSULTING AGREEMENT
Revised October 4, 2016

This will serve as the agreement between Darnauer Group, LLC (**Agency**) and the Town of Basalt (**Client**), by which **Agency** is hired to provide communications and community relations services for **Client**.

SERVICES

Darnauer Group, LLC will plan and implement a brief communications program on behalf of **Client**. The program shall consist of the Scope of Work agreed to by both parties and attached as an addendum to this agreement.

TERM

Services for this agreement are retroactive to September 10, 2016 and will continue through Election Day on November 8, 2016. At that time, the Agreement and Addendum will be reviewed by **Client** and **Agency** and will be subject to renewal at an agreed upon and updated Scope of Work and Fees. Neither party is obligated to renew or extend this contract.

FEES

Agency shall bill **Client** a total project fee of \$10,000 payable over two months plus out of pocket expenses. A 1.5% finance fee will be charged on invoices unpaid beyond 45 days. If other projects are requested by **Client** beyond the Scope of this agreement, **Agency** and **Client** will agree upon a project fee before proceeding.

BREAKDOWN OF PROJECT COMPONENTS:

- \$2,500 for the Bond FAQ (includes a portion of the research hours + writing/editing/distributing)
- \$1,000 for the Bond Fact Sheet (includes a portion of the research hours + writing/editing/distributing)
- \$1,500 for a Bond Direct Mail piece (includes researching content, writing, editing, designing and coordinating printing and mailing with the Town Clerk)
- \$2,000 for background research on the Bond issues and for some meetings (*time already incurred*)
- \$2,000 for planning meetings with staff and Council on Town activities and some interviews (*time already incurred*)
- \$700 for writing content for a Newsletter on Town of Basalt activities to deliver to Town Staff to post on the Town's website and Facebook page and for Staff to use in an "official" newsletter if desired (includes researching, writing, editing)
- \$300 for media relations and miscellaneous project management

EXPENSES

In addition to the hourly charges, **Agency** will bill **Client** monthly for any approved expenses incurred on behalf of the **Client**, including but not limited to travel, copies, courier, printing, scanning, photography, etc. Whenever possible, charges from outside vendors will be billed directly to the **Client**. If outside vendor charges need to be billed through **Agency**, the charges will be subject to the **Agency's** standard 17.5% surcharge. All expenses will be invoiced and due upon receipt.

INVOICE/PAYMENT TERMS

The terms for all invoices are net 30 days with the exception of the first which is due upon receipt. A 1-1/2% per month finance charge will be assessed for invoices unpaid after 45 days. **Client** also agrees to reimburse **Agency** for all expenses, including reasonable attorney's fees, incurred in the collection of any

Darnauer Group Contract, continued

overdue and unpaid invoices. We may, at our discretion, suspend work on your account should any invoice remain unpaid for more than 30 days from the date of the invoice.

Please contact us with any questions regarding our invoices or services as soon as possible after receipt. If we do not hear from you within 45 days after the date of invoice, we will assume that you have no concerns regarding our work or our invoices. You agree that any obligation to the propriety of any charge is waived unless we've received a written objection within 45 days from the date of the invoice.

TERMINATION

There is no termination clause since this span of this agreement is equal to or less than 60 days.

INDEMNIFICATION

It is understood that **Agency** cannot undertake to verify all the facts supplied to it by **Client**. **Client** agrees to indemnify and defend **Agency** from and against all liabilities, losses, damages or expenses, including reasonable attorney fees and costs, which **Agency** may incur as the result of any claim, suit or proceeding brought or threatened against **Agency** arising out of assertions we may make on your behalf, including assertions about your company, your products or services, or about your competitors and any of their products or services, in any materials we may prepare for you, if the assertions are based on information, representations, reports, data or releases supplied to us by or through **Client**, or which **Client** approves. **Client** shall similarly defend and indemnify **Agency** for any claim arising out of the nature or use of your products or services. Likewise, **Agency** will defend and indemnify **Client** against all liabilities, losses, damages or expenses, including reasonable attorney's fees and costs, which **Agency** may incur as the result of any claim, suit or proceeding brought or threatened against **Client** pertaining to libel, slander, defamation, copyright infringement, invasion of privacy and /or plagiarism, except to the extent that such claims arise from information or materials supplied by or through **Client**.

CONFIDENTIALITY

Each party to this agreement agrees to keep in confidence and not to disclose or use for its own benefit or for the benefit of any third party (except as may be required for the performance of services under this agreement or as may be required by law), any information, documents or materials which are identified by a party, at the time that they are made available, to be proprietary or confidential, provided, however, that such obligation of confidentiality shall not extend to any information, documents, or materials that become publicly available without breach of this covenant, and provided further that such obligations shall expire upon a second anniversary of the effective date of termination of this contract. The terms of this paragraph are subject to compliance with the Colorado Open Records Act.

GENERAL TERMS

In the unlikely event that a dispute arises between us, we agree to make a good faith effort to resolve our differences by mediation. If litigation is necessary, the prevailing party shall have its costs, including reasonable attorney's fees, paid by the other party.

This agreement is made in the State of Colorado and shall be construed and interpreted in accordance with the laws of the State of Colorado, applicable to contracts made and to be performed entirely therein. This document is a complete and exclusive statement of the terms of this agreement and may not be changed orally but only in writing signed by both parties hereto.

Agreed to this date by:

Judi Tippetts
Acting Town Manager
Town of Basalt, Colorado

Date

Jeanette Darnauer
Principal, Managing Partner
Darnauer Group, LLC

Date



SCOPE OF WORK ADDENDUM TO COMMUNICATIONS AGREEMENT
BETWEEN DARNAUER GROUP AND TOWN OF BASALT
Revised October 3, 2016

Agency shall act as the communications/public information officer for the Town of Basalt by:

- a) Facilitating dissemination of factual information regarding the Bond issue. Such communication shall be balanced and may include arguments for and against the Bond issue. At no point shall the Agency, on behalf of the Client, urge residents to vote for or against the Bond Issue.
- b) Creating targeted communication to **the Town's** constituents
- c) Providing general strategic counsel to Staff and Town Council with respect to communicating political issues
- d) Background research and interviews to understand what stakeholders, media & adversaries are thinking; sharing those perspectives with Staff and Town Council:
 - i. Conversations with Council, staff, media, Chamber, community leaders, and outspoken critics (with approval from staff)
 - ii. Reviewing past media stories
- e) Gathering and assessing background information related to the Pan & Fork, other pertinent political issues and Town activities in order to write more effective communication pieces
- f) Attend Basalt Town Council meetings upon request
- g) Crafting public messages about the Bond issue and pertinent political issues
- h) Researching, writing, editing, posting the Bond issue Fact Sheet and FAQ to the **Town's** Facebook page and website and distributing to the Chamber, media, Rec Center audience, various Basalt HOAs and Basalt organizations with the ability to share with their constituents
- i) Researching, writing, editing, designing and laying out Direct Mail piece on the Bond facts and coordinating its printing and mailing with the Town Clerk
- j) Providing bi-monthly Task Reports to Staff
- k) Specific Deliverables:
 - i. Bond election Fact Sheet
 - ii. Bond election Frequently Asked Questions piece
 - iii. Direct Mail piece about the Bond
 - iv. Provide content for one Newsletter about the Town of Basalt's activities; **deliver to Town Staff to post on Town's website and Facebook page and use for a newsletter they create**

