

**TOWN OF TIMNATH, COLORADO
RESOLUTION NO. 76, SERIES 2018**

**A RESOLUTION APPROVING A MARKETING/TOWN EVENT MANAGEMENT
AGREEMENT WITH MANTOOTH MARKETING FOR 2019**

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

WHEREAS, attached hereto as Exhibit A is marketing/Town event management agreement (Agreement) with Mantooth Marketing for the planning and management of Town events; and

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

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

Section 1. Approval

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

INTRODUCED, MOVED, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF TIMNATH, ON DECEMBER 11, 2018.

TOWN OF TIMNATH, COLORADO



Jill Grossman-Belisle, Mayor

ATTEST:



Milissa Peters-Garcia, CMC
Town Clerk



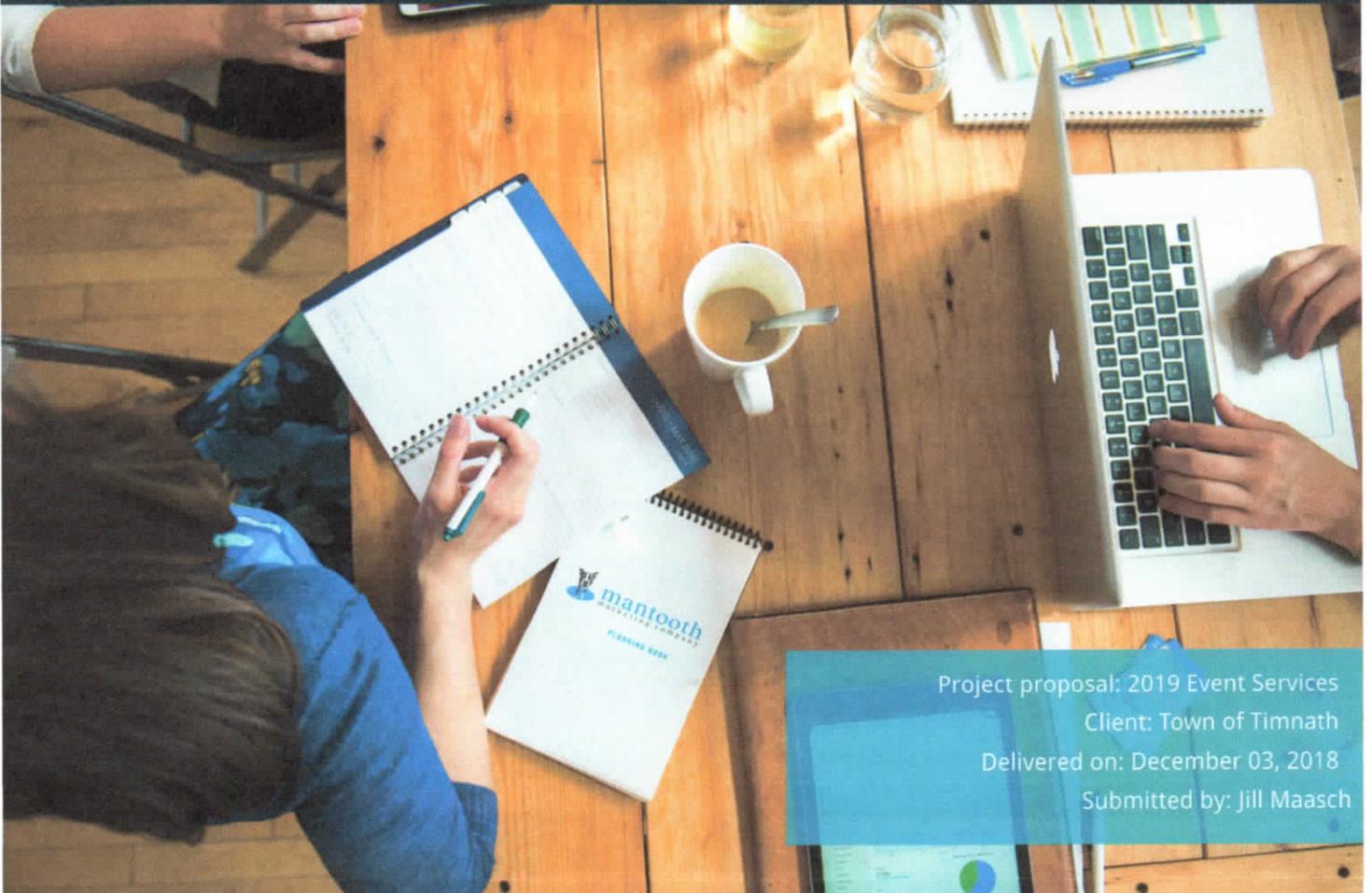
EXHIBIT A

AGREEMENT

mantooth

marketing company

Helping organizations market and execute events in northern Colorado



Project proposal: 2019 Event Services
Client: Town of Timnath
Delivered on: December 03, 2018
Submitted by: Jill Maasch

Overview and Goals

Dear April,

We are so grateful to have the opportunity to work with the Town of Timnath on multiple events throughout the year. This proposal and quote for services is for all of 2019's event.

If you have any questions about the details outlined next, please let us know.

Sincerely,

Callie Morgan
Mantooth Marketing Company

Scope of Services

For each event Mantooth will provide:

Please continue to view our team as the all-in-one package for event logistics, marketing, and management. We want to make the implementation of events in Timnath smooth to implement with high returns for the Town. We will manage the following events:

- Town Clean Up and Appreciation Day
- Summer BBQ
- Timnath Community Park Concert Series (3 Concerts)
- 4th of July
- Taste in Timnath Fall Festival & 5K
- Holiday Lighting Festival

ITEMS THAT ARE NOT INCLUDED:

- Graphic design - We will bill you for graphic design time, above and beyond each event agreement
- Day-of-event staff - We will bill you for day-of support staff, above and beyond each event agreement

Event Sponsorships

Mantooth will work to solicit event sponsorships, to obtain a goal of \$25,000 in sponsorships. This includes managing sponsor benefit fulfillment and relationship management for all sponsors acquired.

Your Investment

Below is the budget we've estimated based on the scope of services outlined earlier in this proposal. If you have any questions about our pricing or need to increase or decrease the scope of work, please leave a comment and let us know.

| Description | Unit | Years | Price |
|---|----------|-------|------------------|
| Town Clean Up and Appreciation Day | \$5,000 | 1 | \$5,000 / year |
| Summer BBQ | \$13,000 | 1 | \$13,000 / year |
| Timnath Community Park Concert Series (3 total concerts) | \$7,000 | 1 | \$7,000 / year |
| 4th of July | \$34,500 | 1 | \$34,500 / year |
| Taste in Timnath Fall Festival and 5K | \$33,000 | 1 | \$33,000 / year |
| Holiday Lighting Festival | \$17,500 | 1 | \$17,500 / year |
| Event Sponsorships In addition, we will invoice 15% of all sponsorships acquired. | \$5,000 | 1 | \$5,000 / year |
| Total | | | \$115,000 |

This does not include day of staffing and graphic design. Those two services will be billed out separately as event expenses.

Statement of Work & Contract

Date: December 03, 2018

Between "us", Mantooth Marketing Company, and "you", Town of Timnath

You Town of Timnath, are hiring Mantooth Marketing Company execute the above scope for the estimated total price of \$115,000.00 as outlined in our previous correspondence.

2.0 Mutual Cooperation

We agree to use our best efforts to fulfill and exceed your expectation on the deliverables listed above. You agree to aid us in doing so by making available to us needed information pertaining to your website and to cooperate with us in expediting the work.

3.0 Charges for Services Performed

3.1 Functionality or feature requests above and beyond those listed in the budget and/or the functionality specs may be considered out-of-scope and an amendment to the budget will be recommended. Projects that go dormant for longer than 45 days will incur fee to resume work at the discretion of Mantooth Marketing Company.

4.0 Terms of Payment

4.1 BILLING SCHEDULE

We're sure you understand how important it is as a small business that you pay the invoices that we send you promptly. We're also sure you'll want to maintain a positive working relationship and keep the project moving forward, so you agree to stick tight to the following payment schedule.

The total budget for this project: \$115,000.00

We will bill the Town of Timnath for the labor executed up until the estimated amount of the contract. If the event increases its scope Mantooth will acquire approval for additional budget needed to perform labor, tasks, or fulfill expenses.

Day of labor and graphic design is not included in this contract and will be billed in addition.

15% of total sponsorship dollars is not included in the total payment amount and will be billed in addition.

Town of Timnath will supply Mantooth Marketing Company with all necessary purchase order numbers and other internal information required for invoice processing before the close of the month of work (if applicable). For materials and items purchased by Mantooth Marketing for the Town of Timnath, a mark-up fee will apply.

4.3 CLIENT AGREEMENT TO PAY

Each invoice is due 30 days from the invoice date. In the event payment is not made within 30 days, Mantooth Marketing Company will charge a late payment fee of 1% per month on any overdue and unpaid balance not in dispute, to cover the manpower, interest, and other costs Mantooth Marketing Company pays for carrying overdue invoices from Town of Timnath. In addition, Mantooth Marketing Company reserves the right to stop work until payment is received.

4.4 COLLECTION COSTS

In the event that we incur legal fees, costs and disbursements in an effort to collect our invoices, in addition to interest on the unpaid balance, you agree to reimburse us for these expenses.

5.0 Cancellation of Plans

You have the right to modify, reject, cancel or stop any and all plans or work in process. However, you agree to reimburse us for all costs and expenses we incurred prior to your change in instructions, and which relate to non-cancelable commitments, and to defend, indemnify and hold us harmless for any liability relating to such action. We agree to use our best efforts to minimize such costs and expenses.

6.0 Responsibilities of Mantooth Marketing Company and Town of Timnath

6.1 AGENCY CO.'S RESPONSIBILITY FOR RELEASES

We shall obtain releases, licenses, permits or other authorization to use testimonials, copyrighted materials, photographs, art work or any other property or rights belonging to third parties obtained by us for use in performing services for you (If applicable).

6.2 CLIENT RESPONSIBILITY FOR RELEASES

You guarantee that all elements of text, images, or other artwork you provide are either owned by your good selves, or that you have permission to use them.

Then when your final payment has cleared, copyright will be automatically assigned as follows:

You'll own the visual elements that we create for this project. We'll give you source files and finished files and you should keep them somewhere safe as we're not required to keep a copy. You own all elements of text, images and data you provided, unless someone else owns them.

We'll own the unique combination of these elements that constitutes a complete design and we'll license that to you, exclusively and in perpetuity for this project only, unless we agree otherwise. We can provide a separate estimate for that.

6.3 CLIENT RESPONSIBILITY FOR ACCURACY

You shall be responsible for the accuracy, completeness and propriety of information concerning your products and services which you furnish to us verbally or in writing in connection with the performance of this Agreement.

7.0 Confidentiality

Mantooth Marketing Company acknowledges its responsibility, both during and after the term of its appointment, to use all reasonable efforts to preserve the confidentiality of any proprietary or confidential information or data developed by Mantooth Marketing Company on behalf of Town of Timnath or disclosed by Town of Timnath to Mantooth Marketing Company.

8.0 Term and Termination

8.1 Period of Agreement and Notice of Termination

This Agreement shall become effective as of the date of signature and shall continue until terminated by either party upon not less than 60 days' notice in writing given by either party to the other.

8.2 TERMINATION FOR CAUSE

Either party to this Agreement may terminate the Agreement if the other party defaults in the performance of any of its material duties and obligations and the default is not cured within thirty (30) days of the receipt of notice of said default, or if the default is not reasonably curable within said period of time, unless the defaulting party commences cure within said period of time and diligently proceeds to cure the default.

In addition, either party may immediately terminate this Agreement by giving written notice to the other party if the other party is insolvent or has a petition brought by or against it under the insolvency laws of any jurisdiction, if the other party makes an assignment for the benefit of creditors, if a trustee, or similar agent is appointed with respect to any property or business of the other party, or in the case of the Client, if the Client materially breaches its obligations to make payment pursuant to this Agreement.

8.3 PAYMENT FOR NON-CANCELABLE MATERIALS?

Any non-cancelable materials, services, etc., we have properly committed ourselves to purchase for your account, (either specifically or as part of a plan such as modules, photography and/or external services) shall be paid for by you, in accordance with the provisions of this Agreement. We agree to use our best efforts to minimize such liabilities immediately upon written notification from you. We will provide written proof, upon request of the Town of Timnath, that any such materials and services, are non cancelable.

8.4 MATERIALS UNPAID FOR

If upon termination there exist any materials furnished by us or any services performed by us for which you have not paid us in full, until such time as you have paid us in full you agree not to use any such materials, in whole or in part, or the product of such services.

8.5 TRANSFER OF MATERIALS

Upon termination of this agreement, provided that there is no outstanding indebtedness then owing by Town of Timnath to Mantooth Marketing Company, Mantooth Marketing Company shall transfer, assign and make available to Town of Timnath all property and materials in its possession or control belonging to Town of Timnath. Town of Timnath agrees to pay for all costs associated with the transfer of materials.

9.0 General Provisions

9.1 GOVERNING LAW

This Agreement shall be governed and construed in accordance with the laws of the State of Colorado.

9.2 REPRESENTATIONS AND WARRANTIES

The parties each individually represent and warrant that each has full power and authority to enter into this Agreement and to perform all of their obligations hereunder without violating the legal or equitable rights of any third party.

9.3 ENTIRE AGREEMENT

Except as otherwise set forth or referred to in this Agreement, this Agreement constitutes the sole and entire Agreement and understanding between the parties hereto as to the subject matter hereof, and supersedes all prior discussions, agreements and understandings of every kind and nature between them as to such subject matter.

9.4 SEVERABILITY

If any provision of this Agreement is held to be illegal, invalid, or unenforceable under any present or future law, then that provision will be fully severable. In such instance, this Agreement will be construed and enforced as if the illegal, invalid, or unenforceable provision had never comprised a part of this Agreement, and the remaining provisions of this Agreement will remain in full force and effect.

April Getchius, to accept this contract, click the Accept button and sign at the prompt. You will be emailed a copy for your records

NEXT STEPS

1. Please read the contract on the previous page to make sure you understand all the details involved with us working together. It's really important to us that everything is transparent and understood from the beginning so that we lay a solid foundation for a great working relationship.
2. If you have any questions at all, please let us know. We're happy to clarify any points and there may be some items that we can sort out together. We're committed to finding the best way to work together.
3. Once you feel confident about everything and are ready to move forward, please click the 'sign here' button below.
4. Sign in the box that pops up to make the acceptance official.
5. Once we receive notification of your acceptance, we'll contact you shortly to sort out next steps and get the project rolling.
6. We'll email you a separate copy of the signed contract for your records.
7. If you'd like to speak to us by phone, don't hesitate to call 970-663-1888



SIGNATURE

Jill Maasch

Jill Maasch, Account Manager



SIGNATURE

April Getchius

April Getchius
Town of Timnath