SERVICE CONTRACT BETWEEN THE TOWN OF CASTLE ROCK AND THE CASTLE ROCK CHAMBER OF COMMERCE

DATE:	
PARTIES:	TOWN OF CASTLE ROCK , a Colorado municipal corporation, 100 N. Wilcox Street, Castle Rock, Colorado 80104 ("Town").
	CASTLE ROCK CHAMBER OF COMMERCE, 420 Jerry Street, Castle Rock, Colorado 80104 ("Chamber").

RECITALS:

- A. The Town and Chamber agree to the terms and conditions by which Town will provide funding for designated functions of the Chamber; and
- B. The Chamber will utilize such funding Town to operate and provide the services described below:
 - (1) Community events:
 - a. Artfest \$7.376
 - b. Douglas County Fair Parade \$2,153
 - c. Starlighting \$5,286
 - (2) Business support services:
 - a. Castle Rock Economic Gardeners \$15,000
 - b. Leadership Douglas County \$1,000
 - (3) Community marketing \$22,600
 - (4) Administration
 - a. Event/Program Staffing \$25,929
 - b. Operations \$20,376

TERMS:

Section 1. <u>Scope of Services.</u> The Chamber shall provide the services as defined in Recital B of this Service Contract. The Town's contractual obligation under this Service Contract shall not to exceed \$99,720. Payments shall be made to the Chamber on a quarterly basis in the amount of \$24,930, on or about March 15, June 15, September 15 and December 15.

In the event that the Chamber fails to perform or implement the aforementioned events or services, Town may withhold payment for such event or service from the final payment.

- **Section 2.** Term. The term of this Service Contract shall be from January 1, 2016 to December 31, 2016.
- **Section 3.** Assignment. This Service Contract shall not be assigned by Chamber without the written consent of the Town.
- **Section 4.** <u>Notice.</u> Any notice required or permitted by this Service Contract shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by certified mail or registered mail, postage and fees prepaid, addressed to the party to whom such notice is to be given at the address set forth on the first page of this Service Contract, or at such other address as has been previously furnished in writing to the other party or parties. Such notice shall be deemed given when deposited in the United States mail.
- **Section 5.** Reporting. The Chamber shall submit in writing to the Town Manager a report on its activities no later than July 31, and shall also submit a written annual report for 2016 no later than January 31, 2017. Such reports shall include, but not be limited to, financial reporting and information on Chamber achievements of 2016 performance objectives as outlined in their proposal attached as *Exhibit 1*.
- **Section 6.** Prohibition Against Employing Illegal Aliens. Chamber shall not knowingly employ or contract with an illegal alien to perform work under this contract. Chamber shall not enter into a contract with a subcontractor that fails to certify to the Chamber that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract.

Chamber 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, as defined in C.R.S. §§ 8-17.5-101(3.3) and 8-17.5-101(3.7), respectively. Chamber is prohibited from using the E-verify program or Department program procedures to undertake pre-employment screening of job applicants while this contract is being performed.

If Chamber obtains actual knowledge that a subcontractor performing work under this Contract for services knowingly employs or contracts with an illegal alien, Chamber shall:

- A. Notify the subcontractor and the Town within three days that the Chamber has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
- B. Terminate the subcontract with the subcontractor if within three days of receiving notice required pursuant to this paragraph the subcontractor does not stop employee or contracting with the illegal alien; except that the Chamber shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

Chamber shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. §8-17.5-102(5).

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

- **Section 7.** <u>Insurance.</u> Chamber agrees to procure and maintain, at is own cost, the following policy or policies of insurance. Chamber shall not be relieved of any liability, claims, demands or other obligations assumed pursuant to the Contract Documents 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.
- A. Chamber shall procure and maintain, and shall cause each subcontractor of the Chamber in Chamber's own policy the minimum insurance coverage listed below. Such coverage shall be procured and maintained with forms and insurers acceptable to the Town. All coverage shall be continuously maintained from the date of commencement of services hereunder. 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. Workers Compensation insurance to cover obligations imposed by the Workers Compensation Act of Colorado and any other applicable laws for any employee engaged in the performance of Work under this contract, and Employer's Liability insurance with minimum limits of FIVE HUNDRED THOUSAND DOLLARS (\$500,000) each accident, FIVE HUNDRED THOUSAND DOLLARS (\$500,000) disease-policy limit, and FIVE HUNDRED THOUSAND DOLLARS (\$500,000) disease-each employee.
 - 2. Comprehensive General Liability insurance with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000) aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall contain a severability of interests provision.
 - 3. Comprehensive Automobile Liability Insurance with minimum combined single limits for bodily injury and property damage of not less than ONE MILLION DOLLARS (\$1,000,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000) aggregate with respect to each of Contractor's owned, hired and/or non-owned vehicles assigned to or used in performance of the services. The policy shall contain a severability of interests provision.
- B. The policies required above, except Workers' Compensation insurance, Employers' Liability insurance shall be endorsed to include the Town, its officers and employees, as an additional insured. Every policy required above shall be primary insurance, and any insurance carried by the Town, its officers, or its employees, shall be excess and not contributory insurance to that provided by Chamber. The additional insured endorsement for the Comprehensive General Liability insurance required above shall not contain any exclusion for

bodily injury or property damage arising from completed operations. The Chamber shall be solely responsible for any deductible losses under each of the policies required above.

- C. Certificates of insurance shall be completed by Chamber's insurance agent as evidence that policies providing the required coverage, conditions and minimum limits are in full force and effect, and shall be subject to review and approval by the Town. Each certificate shall identify the Project and shall provide that coverage afforded under the policies shall not be cancelled, terminated or materially changed until at least 30 days prior written notice has been given to the Town. If the words "endeavor to" appear in the portion of the certificate addressing cancellation, those words shall be stricken from the certificate by the agent(s) completing the certificate. The Town reserves the right to request and receive a certified copy of any policy and any endorsement thereto.
- D. Failure on the part of Chamber to procure or maintain policies providing the required coverage, conditions, and minimum limits shall constitute a material breach of contract upon which the discretion may procure or renew any such policy or any extended connection therewith, and all monies so paid by the Town shall be repaid by Chamber to the Town upon demand, or the Town may offset the cost of the premiums against any monies due to Chamber from the Town.
- E. The parties understand and agree that the Town is relying on, and does not waive or intend to waive by any provision of this contract, the monetary limitations (presently \$350,000 per person, \$990,000 per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, \$24-10-101, et seq., C.R.S., as from time to time amended, or otherwise available to Town, its officers, or its employees.
- **Section 8.** Additional Documents. The parties agree to execute any additional documents or take any additional action that is necessary to carry out this Service Contract.
- **Section 9.** Entire Service Contract. This Service Contract represents the entire Service Contract between the parties and there are no oral or collateral agreements or understandings. This Service Contract may be amended only by an instrument in writing signed by the parties. If any other provision of this Service Contract is held invalid or unenforceable, no other provision shall be affected by such holding, and all of the remaining provisions of this Service Contract shall continue in full force and effect.
- **Section 10.** <u>Waiver.</u> A waiver by any party to this Service Contract of the breach of any term or provision of this Service Contract shall not operate or be construed as a waiver of any subsequent breach by either party.
- **Section 11.** Governing Law. This Service Contract shall be governed by the laws of the State of Colorado.
- **Section 12.** <u>Indemnification.</u> Chamber expressly agrees to indemnify and hold harmless Town or any of its officers or employees from any and all claims, damages, liability, or court awards including attorney's fees that are or may be awarded as a result of any loss, injury or damage sustained or claimed to have been sustained by anyone, including, but not limited to, any

person, firm, partnership, or corporation, to the extent caused by the negligent acts, errors or omissions of Chamber or any of their employees or agents in performing work pursuant to this Service Contract. In the event that any such suit or action is brought against Town, Town will give notice within ten (10) days thereof to Chamber.

Section 13. <u>Worker's Compensation.</u> Chamber shall at its own expense keep in full force and effect during the term of this Service Contract Statutory Worker's Compensation Insurance.

Section 14. <u>Independent Contractor.</u> Chamber and Town hereby represent that Chamber is an independent contractor for all purposes hereunder. As such, Chamber is not covered by any worker's compensation insurance or any other insurance maintained by Town except as would apply to members of the general public. Chamber shall not create any indebtedness on behalf of the Town.

Section 15. No Third Party Beneficiaries. It is expressly understood and agreed that enforcement of the terms and conditions of this Service Contract, and all rights of action relating to such enforcement, shall be strictly reserved to Town and Chamber, and nothing contained in this Service Contract shall give or allow any such claim or right of action by any other third party on such Service Contract. It is the express intention of the parties that any person other than Town or Chamber receiving services or benefits under this Service Contract shall be deemed to be an incidental beneficiary only.

Section 16. <u>Default and Remedies</u>. In the event either party should default in performance of its obligations under this Service Contract, and such default shall remain uncured for more than 10 days after notice of default is given to the defaulting party, the non-defaulting party shall be entitled to pursue any and all legal remedies and recover its reasonable attorney's fees and costs in such legal action.

TOWN OF CASTLE ROCK

ATTEST.	TOWN OF CASILE ROCK
Sally A. Misare, Town Clerk	Paul Donahue, Mayor
Approved as to form:	
Robert J. Slentz, Town Attorney	
CASTLE ROCK CHAMBER OF O	COMMERCE:
By:	
Its:	

ATTEST.



DATE:

September 18, 2015

TO:

MAYOR PAUL DONAHUE, CASTLE ROCK TOWN COUNCIL

AND DAVE CORLISS, TOWN MANAGER

FROM:

ELYSE MCNULTY, CHAIRMAN

PAM RIDLER, PRESIDENT/CEO

RE:

2016 TOWN SERVICE CONTRACT REQUEST

The Castle Rock Chamber of Commerce respectfully submits this request to the Town of Castle Rock for the continuation of its Service Contract with the Chamber for 2016. The Chamber appreciates the mutually beneficial relationship that has existed with the Town of Castle Rock since the implementation of the first service contract in 1993.

The Chamber's proposal for the 2016 Service Contract is for \$99,720 which was the same requested in 2015.

ECONOMIC DEVELOPMENT PROJECTS

The Chamber is responsible in coordinating the efforts of the following functions which are outlined in this document:

Community Marketing—In an effort for our residents and visitors to receive a positive emotional and intellectual impression of our community, it's our intent to create positive experiences which will encourage a live, work, shop, play and stay environment. We continue to have success with the visually engaging and interactive VisitCastleRock.org community website. This site allows local organizations, vendors and event planners to submit their events to the community calendar for posting. The VisitCastleRock website has increased its backlinks from 1,006 in December, 2014 to 1,052 to-date (4.6% increase) which we are in line to exceed our 5% goal by December, 2015 as we continue to implement our comprehensive SEO plan. Our objective is to promote activities which keep our residents connected and support local events that add to the Castle Rock's lifestyle and sense of community, including enhanced social and cultural experiences.

To continue this objective, the VisitCastleRock.org integrates our areas cultural scene, which promotes events, area nightlife, galleries, historic tours and museum in addition to, recreational activities. With so many attractions and activities in our area to choose, you may have to stay longer!

For those individuals looking to relocate to Castle Rock, the VisitCastleRock.org site is a great resource which is all in one location. Looking for information on senior living, churches, schools, day care, neighborhoods, government services, higher education or emergency services are directly linked to the appropriate providers in our community.

Cross marketing efforts have been created with our community partners in promoting local businesses, recreation, parks/trails, community events and other amenities and we will continue to explore local and regional mass media and social media opportunities to expand our communities' exposure. We also continue to educate our new residents of our local amenities through the continued distribution of Welcome to Castle Rock packets (Shop the Rock) and to date 1,905 packets have been distributed.

Our social media presence over the past year has increased by 84% on Facebook and 35% on Twitter exceeding our goal for 2015 of 20%. Efforts to maintain our following and to emerge throughout the community as 'the source' for community events will continue as a top priority. We have also recently partnered with Google's "Let's Put our Cities on the Map" program and are working to assist our local businesses to be represented.

In addition <u>NEW in 2015</u>, print marketing includes a) brochure cards which have been distributed to Castle Rock retailers, restaurants, hotels, banks and other locations to promote the new mobile friendly site, CRToday App and calendaring system. Currently this brochure is also distributed at Visitor Centers in Colorado Springs, Woodland Park, Monument and Burlington with plans to expand to other Colorado Visitor Centers. b) Implemented in May, 2015 a monthly full-page advertisement in the Castle Rock NewsPress newspaper and on the Colorado Community Media website. This full-page features local events, programs, community issues and calendar and is delivered to over 18,500 households monthly in Castle Rock.

*If the Town of Castle Rock wishes to conduct a community re-branding effort in 2016, the Chamber will accept the responsibility to lead the process with support from the Castle Rock Economic Partnership and look to engage in an additional contract of service proposal.

Hospitality and Tourism

Community events are a major component of community character and tourism which has been identified by our residents and continues to rank high in Town surveys, in addition with our onsite event surveying of visitors. The Chamber takes pride leading several of the community signature events with the assistance of the Town, Downtown Alliance and volunteer business staffing. We will continue to work towards improvement and increased quality by providing family oriented entertainment and to capture and record data to evaluate the return on objectives of these events.

The Chamber's Contract of Service with the Town is to organize, promote and implement the Douglas County Fair Parade, Colorado Artfest and Starlighting. Other community events which the Chamber continues to coordinate and facilitate are the Healthy Living Expo (February), Victoria House Block Party (June) and Castle Rock WineFest (July). The Chamber board of directors will continue to explore expansion opportunities of these current events.

The Visitor Center which is located inside the Chamber building welcomes visitors and residents to our community. The Chamber expanded summer service hours June through August, 2015 to include Saturday hours from 10 am-2 pm which welcomed an additional 185 visitors in 13 Saturdays. With the Chamber board's direction, we will be analyzing the data gained to plan for future services. During the rest of the year, the Visitor Center is staffed five days per week 9 am to 5 pm (Monday-Friday) to greet and give assistance to residents and visitors. In addition, the staff promotes local businesses and our communities' resources.

<u>Small Business Assistance Services</u>—The Castle Rock Economic Gardening program is a commitment to small business and economic development in creating a myriad of educational resources needed to encourage the development and growth of entrepreneurial activity in Castle Rock at little or no cost to both start-ups and established businesses.

- This program provides **one-one business counseling** with expert volunteer assistance. To date in 2015, a total of 49 counseling hours to 34 local businesses equates to a value of over \$6,063 expert volunteers and staff hours. Our goal for 2015 is to increase the hours of counseling services by 20% which would be 74 hours of counseling assistance by the end of this year.
- Business monthly class trainings for business owners, management and their employees 17 classes
 have been conducted to date with 233 participants representing 82 local businesses. The value of
 over \$11,550 of in-kind professional staffing.
- On-line business trainings for our local business community and their staff in addition to our current on-site training modules. The new online trainings offer over 1,000 options to our employers. These employers are now able to view and track their trainees' progress and measure their knowledge and comprehension. It is too early to measure the success of this program.
- Outreach program to new businesses is to welcome new businesses on behalf of the Castle Rock Economic Partnership offering to help them make local connections, find local resources, etc. In 2015, 167 new businesses have been mailed a welcome letter that has been followed up with a phone call and an email. The purpose is to contact the owner/manager in a variety of ways, at different times throughout their first year. We invite them to attend Chamber networking events and training classes for free and emphasize the Chamber, Town and EDC are here to help them get established.
- Young Entrepreneurs Academy YEA! is beginning its fourth session on October 19, 2015 with the 30-week after school program that transforms high school students into real, confident entrepreneurs. Throughout the weekly classes, students develop business ideas, write business plans, conduct market research, pitch their plans to a local business panel of investors and actually launch and run their own fully formed companies. NEW this fall, the YEA! program will be housed at Castle Rock's new cowork space, The ConneXion Spot which will serve entrepreneurs in an environment where new business development and collaborations are the norm and wed like our kids to experience this type of business culture. The goal is to enroll 15 middle and high school students and to recruit 60 business volunteers. In addition, students who completed the program will act as student mentors/ambassadors for this year's new class helping them receive their high school community service hours.

Leadership Program:

Leadership Douglas County program has begun its 17th class in September with 18 class participants from local business, non-profit organizations and government agencies. The program has graduated 262 individuals since 2000. This year we have utilized 64 volunteers contributing 376 hours valued at \$19,176 and staffing at \$8,700. Of the 18 class participants, 11 of this year's class participants either live or work in Castle Rock within our local businesses or in the public sector. LDC is designed to identify, educate and motivate current and emerging leaders who will strengthen and enhance a sustainable community.

2016 SERVICE ORGANIZATION FUNDING APPLICATION

ORGANIZATION REQUESTING FUNDING: Castle Rock Chamber of Commerce

I.	2016 FUNDING REQUEST (Please use this form for this information and not another format.)
	Breakdown of funds

\$772,555

\$762,555

Artfest	\$ 7,376
DC Fair Parade	2,153
Starlighting	5,286
Economic Gardening	15,000
Leadership Douglas County	1,000
Community Marketing	22,600
Admin-Event/Program staffing	25,929
Admin/Operations	20,376
TOTAL FUNDING REQUEST	\$99,720

II. 2016 PROJECTED ORGANIZATION BUDGET

TOTAL PROJECTED EXPENDITURES

2016 Projected organizational Budget

(Please use this form for this information and not another format.)

(including funding from the Town)		
Projected sources of revenue:		
Events/Sponsorships Membership Investment Town Contract of Service Programs/Sponsorships Other/Advertising	\$401,750 200,000 99,720 65,500 5,585	
TOTAL PROJECTED REVENUE	\$772,555	
Projected expenditures: (by major budget category)		
Salaries/Benefits/Payroll Taxes Expenses Event Expenses Program Expenses Other G&A Expenses Mortgage Principle/Capital	406,530 183,870 59,750 92,350 20,055	

III. 2016 PROPOSED PERFORMANCE OBJECTIVES

Please propose up to eight <u>measurable</u> performance objectives that your organization will strive to accomplish in direct relationship to any funding and contract awarded by the Town.

Community Marketing

- Continue the systematic models of measuring the return on objectives of current local events which include surveying vendors, event attendees and local businesses.
- Continue to increase the VisitCastleRock.org website and social media presence adhering to the SEO Strategic Plan.

Hospitality and tourism

- Conduct research regarding the feasibility of maintaining the Visitor Center's to include Saturday summer hours to greet and give assistance to visitors and residents.
- Increase recruitment of hospitality volunteers to 8 trained individuals.
- Coordinate and facilitate the Colorado Artfest, Douglas County Fair Parade, Starlighting, Healthy Living Expo and the Castle Rock WineFest with the objective to increase community engagement which adds to the Castle Rock lifestyle and sense of community, including enhanced social and cultural experiences, educational excellence and recreational opportunities.

Business Support Services—Castle Rock Economic Gardening

- Increase the number of business counseling service hours by 5%
- Continue to offer business trainings increasing the participation with on-line and in person training events.
- Continue new business outreach to welcome and introduce these businesses to our local resources which can assist in their business success.

Contact:

Pam Ridler, President/CEO
Castle Rock Chamber of Commerce
420 Jerry Street
Castle Rock CO 80104
303-478-1887
pam@castlerock.org

Castle Rock Chamber of Commerce Board of Directors 2015

Elyse McNulty-Chairman Kaiser Permanente 4031 Black Feather Trail, Castle Rock, CO 80104 303-801-8748— phone 719-231-7478cell elyse.l.mcnulty@kp.org	Todd Folkenberg 2014/2016 (2-yr term) Castle Rock Adventist Health Campus 2350 Meadows Blvd, Castle Rock CO 80109 303-734-8621 — phone tfolkenberg@centura.org
John Manka-Chair-elect 1Stop Tire & Auto 414 Wilcox Street, Castle Rock, CO 80104 303-688-0366—phone john@manka.us	Jill Garber 2015/2017 (2-yr term) Arapahoe Community College 4416 Lazy K Drive, Castle Rock, CO 80104 303-660-3165—phone 303-660-3179—fax jill.garber@arapahoe.edu
Aaron Fort-Treasurer Eakins Fort & Company PC 407 N. Wilcox Street, Castle Rock, CO 80104 303-688-0375—phone Aaron@eakinsfort-cpa.com	Golden Goodwin Go Social Castle Rock 350 S Perry St., Suite C, Castle Rock CO 80104 720-375-4646 golden@gosocialcommunities.com
David Zwerenz-Treasurer-elect FirstBank of Douglas County 2 Plum Creek Pkwy Castle Rock, CO 80104 303-688-5000 — phone David Zwerenz@efirstbank.com	Bernie Greenberg 2015/2017 (2-yr term) Kokish & Goldmanis PC 380 Perry St, Suite 220, Castle Rock CO 80104 303-688-3535 bgreenberg@kgattys.com
Mike Tafoya -Immediate Past Chairman Portocol Business Strategies 7200 S. Alton Way, Centennial, CO 80112 303-524-1270 phone (303) 524-1280 miket@portoco.com	Whitney Medved 2015/2016 (1-yr term) Medved Autoplex 1404 S. Wilcox St. 303-688-3137 whitney@medved.com
EX-OFFICIO (non-voting) Pam Ridler—President/CEO Castle Rock Chamber of Commerce 420 Jerry St Castle Rock, CO 80104 303-688-4597— phone pam@castlerock.org	Nadine Kirk 2015/2017 (2-yr term) RE/MAX Alliance 719 N. Wilcox, Castle Rock, CO 80104 303-941-4221— phone 303-688-8795— fax tothekirks@aol.com
Frank Gray—President/CEO Castle Rock Economic Development Council 18 South St Castle Rock, CO 80104 303-688-7488 — phone 303-688-5338 — fax frank@castlerockedc.com	Jackie Linderman Holiday Inn Express 610 Genoa Way Castle Rock, CO 80109 303-688-0888 jackie@holidayinncr.com
Sally Misare—Town Clerk Town of Castle Rock 100 Wilcox St Castle Rock, CO 80104 303-660-1367— phone smisare@crgov.com	Andrea Nyquist Outlets of Castle Rock 5050 Factory Shops Blvd Castle Rock CO 80109 303-688-2800—phone andrea@outletsatcastlerock.com
Mayor Paul Donahue Town of Castle Rock 100 Wilcox - Castle Rock, CO 80104 303-688-4220 — phone 303-688-4869 — fax pdonahue@crgov.com	Michelle Peck 2015/2016 (1-yr term) TMMC Property Management 514 Perry Street, PO 1401 – Castle Rock, CO 80104 303-985-9623 Michelle.peck@tmmc-management.com
DIRECTORS Aaron Barrick Folkestad Fazekas Barrick & Patoile PC 18 South Wilcox St, Suite 200 - Castle Rock, CO 80104 (303) 688-3045—phone barrick@ffcolorado.com	Tom Waymire 2013/2015 (2-yr term) Castle Rock Bank 501 Wilcox – Castle Rock, CO 80104 303-688-5191—phone 303-688-5966—fax twaymire@castlerockbank.com
Brooke Fox 2014/2016 (2-yr term) Colorado Agricultural Leadership Foundation 2330 S. I-25, Castle Rock, CO 80104 303-688-1025 — phone brooke@thecalf.org	Linda Watson 2013/2015 (2-yr term) Sky Ridge Medical Center 10101 Ridgegate Pkwy Lone Tree, CO 80124 720-225-1016 — phone 720-225-1009 — fax linda.watson@healthonecares.com