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

## **DATE:** \_\_\_\_\_, 2016.

**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. <u>Term.</u> The term of this Service Contract shall be from January 1, 2017 to December 31, 2017.

**Section 3.** <u>Assignment.</u> 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. <u>Reporting</u>. 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 2017 no later than January 31, 2018. Such reports shall include, but not be limited to, financial reporting and information on Chamber achievements of 2017 performance objectives as outlined in their proposal attached as *Exhibit 1*.

**Section 6.** <u>Prohibition Against Employing Illegal Aliens</u>. 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.** <u>Additional Documents.</u> The parties agree to execute any additional documents or take any additional action that is necessary to carry out this Service Contract.

**Section 9.** <u>Entire Service Contract.</u> 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. <u>Governing Law.</u> 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. <u>No Third Party Beneficiaries.</u> 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.

## ATTEST:

## TOWN OF CASTLE ROCK

Sally A. Misare, Town Clerk

Paul Donahue, Mayor

Approved as to form:

Robert J. Slentz, Town Attorney

CASTLE ROCK CHAMBER OF COMMERCE:

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

Its: \_\_\_\_\_



#### DATE: June 24, 2016

## TO: MAYOR PAUL DONAHUE, CASTLE ROCK TOWN COUNCIL AND DAVE CORLISS, TOWN MANAGER

#### FROM: JOHN MANKA, CHAIRMAN PAM RIDLER, PRESIDENT/CEO

#### RE: 2017 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 2017. 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 2017 Service Contract is for <u>\$99,720</u> which was the same requested in 2016.

#### 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.org website has increased its backlinks from 1,042 in December, 2015 to 6,416 to-date (515% increase) and exceeded our goal inline of our comprehensive SEO plan. Our objective is to continue to promote activities which keep our residents connected and support local events that add to Castle Rock's lifestyle and sense of community, including enhanced social and cultural experiences.

The VisitCastleRock.org site integrates our areas cultural scene, which promotes events, area nightlife, 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! The goal for 2016 Visit is to increase by 10%, pageviews & new users by 10%. We have surpassed these goals with pageviews at 59,465 (13%+) and new users are 19,685 (42%+)

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.

The new *Livability* magazine has been recently published both in print and digitally with an interactive mobile version. This magazine showcases Castle Rock's strengths through stunning photography and professionally written stories to showcase Castle Rock's community character and is produced as an annual high quality publication distributed to newcomers, businesses and visitors.

Cross marketing efforts have been created with our community partners in promoting local businesses, recreation, parks/trails, community events and other amenities and we continue to explore local and regional mass media and social media opportunities to expand our communities' exposure. We 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 1,227 packets have been distributed.

Our social media presence over the past year has increased by 14% on Facebook and 18% on Twitter and inline to exceed our 2016 goal of increasing both platforms by 25%. Efforts to maintain our following and to emerge throughout the community as 'the source' for community events will continue as a top priority.

We continue to distribute to our local hotels See & Do brochures to keep their customers local. In addition, Castle Rock activity brochures are being distributed at Visitor Centers in Alamosa, Boulder, Buena Vista, Burlington, Canyon City, Colorado Springs, Grand Lake, Grand Junction, Greeley, Monument, Pueblo, and Woodland Park.

A monthly full-page advertisement is placed in the Castle Rock NewsPress newspaper and on the Colorado Community Media website which features local events, programs, community issues and a local calendar. Distribution is over 19,500 households monthly in Castle Rock and Castle Pines.

## **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 to 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 (August), Colorado Artfest (September) and Starlighting (November). Other community events which the Chamber continues to coordinate and facilitate are the Healthy Living Expo (February), Victoria's Block Party (June) and the Castle Rock WineFest (July). The Chamber board of directors 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 has expanded summer service hours June through August, to include Saturday hours from 9 am-1 pm. 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 which welcomed 3,798 visitors as of June 1<sup>st</sup>.

<u>Small Business Assistance Services</u>—The Castle Rock Economic Gardening program has recently been rebranded as the **eXcelerate Business Development Program**. The program remains committed to small business and economic development. It provides myriad educational resources in order to encourage the development and growth of entrepreneurial activity in Castle Rock at little or no cost to both start-ups and established businesses. Through the first six months of 2016:

- This program provides one-one business counseling with expert volunteer assistance. A total of 14 counseling hours to 10 local businesses which equates to a value of over \$1,750.
- Business monthly class trainings for business owners, management and their employees 13 classes have been conducted to date with 274 participants and 82 unique businesses. The value of over \$5,888 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. Currently we are developing a partnership with ConneXion Spot co-working space for joint business assistance programming.
- Outreach program to new businesses welcomes new businesses on behalf of the Castle Rock Economic Partnership, offering to help them make local connections, find local resources, etc. So far in 2016, 93 new businesses have been mailed a welcome letter and business assistance brochure which is followed up with a phone call and an email by Chamber staff. The purpose is to contact the owner/manager in a variety of ways, at different times throughout their first year in Castle Rock. We invite them to attend Chamber networking events and training classes for free and emphasize the Chamber, Town, EDC and Downtown Alliance are here to help them get established.
- New in 2016, the Chamber developed and coordinated two Douglas County Job Fair events to assist our local employers to fill their employment needs and are planning for a third job fair event in the fall. A total of 67 businesses and 553 job seekers have participated so far in 2016.

## Leadership Program:

Leadership Douglas County program will begin its 18<sup>th</sup> class session in September with 20 class participants from local businesses, non-profit organizations and government agencies. The program has graduated 298 individuals since 2000. This year we have utilized 183 volunteers contributing 376 hours valued at \$19,686 and staffing at \$12,097. 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.

## 2017 SERVICE ORGANIZATION FUNDING APPLICATION

## ORGANIZATION REQUESTING FUNDING: Castle Rock Chamber of Commerce

I. <u>2017 FUNDING REQUEST</u> (Please use this form for this information and not another format.) Breakdown of funds

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	<u>20,376</u>
TOTAL FUNDING REQUEST	<u>\$99,720</u>

## II. 2017 PROJECTED ORGANIZATION BUDGET

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

2017 Projected organizational Budget (including funding from the Town)	\$832,000	
Projected sources of revenue: Events/Sponsorships Membership Investment Town Contract of Service Programs/Sponsorships Other/Advertising	\$380,180 240,000 99,720 87,200 24,900	
TOTAL PROJECTED REVENUE	<u>\$832,000</u>	100.00%
Projected expenditures: (by major budget category)		
Events Direct & Indirect (incl. salaries) Programs Direct & Indirect (incl. salaries) Salaries/Benefits/Payroll Taxes Other G&A	\$307,186 378,591 114,555 31,668	
TOTAL PROJECTED EXPENDITURES	<u>\$832,000</u>	

# III. 2017 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.
- Increase the VisitCastleRock.org website and social media presence adhering to the SEO Strategic Plan.

## Hospitality and tourism

- 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.
- Creation of Play & Stay packages in partnership with local businesses and organizations to increase extended stay visitors.

## Small Business Support Services—eXcelerate Business Development Program

- Capture services rendered data from the business counseling service efforts.
- 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.
- Coordinate Job Fairs to assist our local employers in their search for qualified workforce.

# 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 2016

John Manka-Chairman 1 Stop Tire & Auto 414 Wilcox StreetCastle Rock, CO 80104 303-688-0366—phone john@manka.us	Todd Folkenberg Castle Rock Adventist Health Campus 2350 Meadows BlvdCastle Rock CO 801 303-324-324-1353 — phone tfolkenberg@centura.org	<b>2016/2018 (2-yr term)</b>
Bernie Greenberg-Chair Elect Kokish & Goldmanis PC 380 Perry St, Suite 220Castle Rock CO 80104 303-688-3535 bgreenberg@kgattys.com	Jill Garber Arapahoe Community College 4416 Lazy K DriveCastle Rock, CO 801 303-660-3165—phone 303-660-3179—fa jill.garber@arapahoe.edu	
David Zwerenz-Treasurer FirstBank of Douglas County 2 Plum Creek PkwyCastle Rock, CO 80104 303-660-7944 — phone David Zwerenz@efirstbank.com	Brock Goodwin Mutual of Omaha 9155 E. Nichols Ave, Suite 250Centenni (720) 875-0102 x213phone Brock.Goodwin@mutualofomaha.com	<b>2016/2018 (2-yr term)</b> al, CO 80112
Aaron Fort-Treasurer-elect The Fort CPA Group 407 N. Wilcox StreetCastle Rock, CO 80104 303-688-0375phone Aaron@eakinsfort-cpa.com	Nadine Kirk RE/MAX Alliance 719 N. WilcoxCastle Rock, CO 80104 303-941-4221— phone 303-688-8795— fi TheKirkTeam@gmail.com	2015/2017 (2-yr term) ax
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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	Mark Michael Versatility Creative Group 720-432-2594phone mark@vcgmedia.com	2016/2018 (2-yr term)
Frank Gray—President/CEO Castle Rock Economic Development Council 18 South StCastle Rock, CO 80104 303-688-7488 — phone 303-688-5338 — fax frank@castlerockedc.com	Andrea Nyquist Outlets of Castle Rock 5050 Factory Shops BlvdCastle Rock CO 303-688-2800—phone andrea@outletsatcastlerock.com	<b>2015/2017 (2-yr term)</b> D 80109
Sally Misare—Town Clerk Town of Castle Rock 100 Wilcox StCastle Rock, CO 80104 303-660-1367— phone smisare@crgov.com	Michelle Peck TMMC Property Management 514 Perry Street, PO 1540Castle Rock, C 303-985-9623 Mpeck@tmmccares.com	<b>2016/2018 (2-yr term)</b> CO 80104
Mayor Paul Donahue Town of Castle Rock 100 WilcoxCastle Rock, CO 80104 303-688-4220 — phone 303-688-4869 — fax pdonahue@crgov.com	Julie Voorhees Keller Williams Action Realty 140 S Wilcox Street—Castle Rock CO 80 303-437-2505Phone julievoorhees.jv@gmail.com	<b>2015/2017 (1-yr term)</b> 104
DIRECTORS2016/2017 (1-yr term)Aaron Barrick2016/2017 (1-yr term)Folkestad Fazekas Barrick & Patoile PC18 South Wilcox St, Suite 200Castle Rock, CO 80104(303) 688-3045—phonebarrick@ffcolorado.com	Tom Waymire Castle Rock Bank 501 WilcoxCastle Rock, CO 80104 303-688-5191—phone 303-688-5966—f twaymire@castlerockbank.com	<b>2015/2017 (2-yr term)</b>