

## **AMENDATORY AGREEMENT**

**THIS AMENDATORY AGREEMENT** is made and entered into by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the "City"), and **AMELIE COMPANY**, a Colorado corporation, with its principal place of business located at 2601 Blake St. Suite 150 Denver, CO 80205 (the "Consultant").

### **W I T N E S S E T H:**

**WHEREAS**, the City and the Contractor previously entered into an Agreement dated March 27, 2017 relating to Strategic Planning and Creative Development services (the "Agreement"); and

**WHEREAS**, the City has determined to add additional work and add work to extend into 2018; and

**WHEREAS**, Contractor is ready, willing, and able to accomplish the additional Scope of Work;

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants and obligations herein set forth, the parties agree as follows:

1. Paragraph 3 of the Agreement, entitled "Term," is amended to read as follows:

**3. TERM:**

a. Initial Term. The Agreement will commence on January 3, 2017 (the "Effective Date") of this Agreement and will expire on December 31, 2017 (the "Initial Term").

b. Renewal Terms. The City shall automatically renew the Initial Term for an additional one-year term subject to appropriation of sufficient amounts for the subsequent year by City Council. The Renewal Term shall be from January 1, 2018 to December 31, 2018 (an "Annual Renewal").

c. Renewal Procedures; Non-Renewal. The Maximum Payment shall be payable only if funds are appropriated by the City Council and for which an encumbrance has been made in each year for the ensuing fiscal year. The option of the City to renew the Initial Term, or any subsequent Annual Term shall have been deemed to have been exercised upon the City making such appropriation and encumbrance for the next fiscal year. Absent any notice of non-appropriation or any notice delivered in accordance with this section the Agreement shall be deemed to have been renewed for the subsequent Annual Renewal Term. If such appropriation and encumbrance is not made for a future fiscal year, during which such Renewal Term occurs, then, the City shall be deemed to have failed to exercise its option to renew this Agreement for a subsequent Renewal Term, whereupon this Agreement will expire and terminate on the expiration date of the then current Initial Term or

Renewal Term. It is expressly understood and agreed that if the City exercises its option to renew this Agreement for a Renewal Term, the City's obligation to make payments to the Contractor shall only extend to monies appropriated and encumbered for the purposes and amounts covered by this Agreement..

2. The additional Scope of Work is set forth in the Scope of Work which is attached hereto and incorporated herein as **Exhibit A-1** and all references to "**Exhibit A**" are from the date of this Agreement forward are hereby amended to read "**Exhibit A and Exhibit A-1** as applicable".

3. Paragraph 4 of the Agreement, entitled "Compensation and Payment," at subparagraphs 4(a) and (d) is amended to read as follows:

**4. COMPENSATION AND PAYMENT:**

**a. Fee:** The City shall pay and the Contractor shall accept as the sole compensation for services rendered and costs incurred under the Agreement the amount of One Million Three Hundred Thousand Dollars (\$1, 300,000.00). Amounts billed may not exceed the rates set forth in **Exhibits A and A-1 as applicable.**

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**d. Maximum Contract Amount:**

(1) Notwithstanding any other provision of the Agreement, the City's maximum payment obligation, should all Renewal Terms be approved, will not exceed One Million Three Hundred Thousand Dollars (\$1, 300,000.00) (the "Maximum Contract Amount"). The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by Contractor beyond that specifically described in **Exhibit A and A-1, as applicable.** Any services performed beyond those in Exhibits A and A-1 are performed at Contractor's risk and without authorization under the Agreement.

(2) The City's payment obligation, whether direct or contingent, extends only to funds appropriated annually by the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of the Agreement. The City does not by this Agreement irrevocably pledge present cash reserves for payment of performance in future fiscal years. The Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

4. Except as herein amended, the Agreement is affirmed and ratified in each and every particular.

*Remainder of page left intentionally blank.*

**Contract Control Number:**

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of

SEAL

**CITY AND COUNTY OF DENVER**

ATTEST:

By \_\_\_\_\_

\_\_\_\_\_

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_



**Contract Control Number:** EXCIS-201731482-01

**Contractor Name:** AMELIE COMPANY

By: *Anne R. Ashmore*

Name: Anne Robin Ashmore  
(please print)

Title: Principal  
(please print)

**ATTEST: [if required]**

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

Name: \_\_\_\_\_  
(please print)

Title: \_\_\_\_\_  
(please print)



## Exhibit A-1: Scope of Work

### 1. STRATEGIC PLANNING

#### Discovery:

We start by working closely with you to ingest any and all research, reports, knowledge and input that we can get from you. We will be setting our campaign goals and objectives together at this point. Here is where we define which elements of existing campaigns (“Good to Know,” “Protect What’s Next” and others) that we want to include.

#### Gather/Expand Youth Commission:

Amélie will plan, guide and administer the Youth Commission. With additional budget, Amélie will manage the recruiting, screening and scheduling of the Youth Commission meetings or “immersions” on behalf of the client. This will include development of recruitment parameters, paid honoraria to youth commission members, scope and methodology as well as assisting in coordinating with Denver Public Schools (DPS) and other City partners. The City will utilize share their contacts within DPS for recruitment of the group.

#### Immersion #1:

This guided discussion with the youth commission seeks to understand the current attitudes toward, knowledge of laws and usage of marijuana among our target group. These findings, along with our baseline survey and discovery work, establish a starting point for campaign development. Think of this as an exercise to “locate” our core target audience—emotionally, socially, intellectually—so that we can meet them where they are. In this co-creative phase, we open up the discussion and give the youth commission opportunities to create their own version of an ad, suggest copy lines, key messages and visual supports.

#### DELIVERABLES

- » Youth Commission
- » Conference report from Immersion #1
- » Strategic Plan for Campaign Development (PowerPoint presentation)

### 2. CREATIVE DEVELOPMENT

#### Draft Campaign Creative Brief:

Based upon results from our immersion, discovery and strategic plan, we will draft the creative brief for the development of the campaign. This document will guide all of the campaign articulation and executions from start to finish so we will take extra care to make sure we are in perfect alignment.

#### Creative Brief Approval:

Your approval of the creative brief marks the beginning of creative development for the campaign. When you “green light” the brief, we unleash the creative team and point them in the clearly defined direction for the campaign.

#### Round 1 Concepts:

The first round of creative concepts will be rough expressions of a few concepts that all reflect

the creative brief. You can expect to see at least three different concepts at this phase. They may be words with key images or simple sketches. Your job here is to eliminate one or two and provide direction on the finalist concept(s).

#### Immersion #2:

With finalist concept(s) in hand, we will re-engage our youth commission in order to hear their feedback. They get to play the role of judge or panelist and make comments, criticisms and improve the concepts. They have the opportunity to guide and refine the work at this point and gain valuable experience working with a professional advertising agency. Client will provide final direction upon results from the concept testing with the Youth Commission.

#### Round 2 Concept:

Using feedback from round one, we have now defined our final concept which you will see in more “comp” form or perhaps storyboards. At this point, you can expect to see at least three different executions of one final concept.

#### Final Approved Concept:

We present a final round of the selected concept for you to approve.

#### Creative Development:

With your final approval of the selected concept, we now move into creative development of the campaign with 2 rounds of revisions involving appropriate stakeholders at appropriate milestones. Revision rounds constitute larger changes and are not inclusive of small “tweaks” or quality control items. We know the various forms our campaign will take at this point and proceed to create the executions for each channel as well as the ambient, pop-up or equivalent tools.

#### DELIVERABLES

- » Creative Brief
- » Minutes from Immersion #2
- » Final Campaign Concept presentation
- » Production Schedule
- » Final Artwork for Approval

### 3. MEASUREMENT

#### Pre-campaign Survey (baseline):

Amélie will conduct a baseline survey of attitudes, awareness and usage (AAU) among our core target audience. The City will recruit the appropriate amount of survey respondents through their contacts at DPS and other City partners [and Amélie will conduct a paid recruitment campaign to ensure that we garner more than 100](#) respondents. Amélie will conduct the survey and report findings, interpretation and analysis, as well as recommendations to you.

#### Post-campaign Evaluation Surveys:

~~Once the campaign has run its course, w~~We will run our AAU survey again [near the end of 2017](#), only this time we will add recall and likeability questions that are specifically related to the campaign. The best timing

for this survey is immediately following the campaign's in-market dates. The findings from this survey will be compared to baseline findings in a written report and include a recommendation to guide decisions and planning for future campaign executions and investments. [Once the campaign has run its course, we will run a post-campaign survey near the end of 2018.](#)

#### DELIVERABLES

- » Scope and Methodology
- » Survey Instruments for Approval (screener, questionnaire, etc.)
- » Implementation and Execution of Survey
- » Post-survey Reports and Recommendations

#### 4. MEDIA PLAN DEVELOPMENT

##### Media Strategy Presentation:

We present to you the overarching media strategy for the campaign including objectives and specific media channel selections. You'll see the options or suggestions for the paid media investment [for 2017 – as well as an expanded investment for 2018](#) – alongside earned and owned media. We'll define key performance indicators (KPIs) for media at this stage.

##### Media Strategy Approval:

Once you approve the strategy, we get to work on negotiating the media plan including specific flights, media outlets, dates, times, costs per channel, etc.

##### Media Plan Presentation:

We present to you the full, detailed media plan, [including additional investments to be made in 2017 and 2018](#) for your final review and approval.

##### Media Plan Approval:

With your final approval of the media plan, we begin to issue insertion orders to secure the media space we have chosen.

##### Media Plan Tracking and Optimization:

While the campaign is live, we check with each media partner that terms of the contract are on track and optimize plans when needed (i.e. compensation for under-delivery, evaluation of last-minute opportunities, adjustments based on digital performance).

##### Post-Campaign Media Report:

At the conclusion of the paid media campaign, we collect all final performances and compare them against KPIs. This report will include any "make goods" and "added value" that we achieved for you in addition to recommendations for media plans going forward.

#### DELIVERABLES

- » Written Media Strategy Proposal
- » Written Media Plans [for 2017 and 2018](#)
- » Mid-Campaign Check-In and Written Final Campaign Media Report and Analysis
- » Lessons Learned and Recommendations for Following Flights

## 5. IMPLEMENTATION

### Production:

Production of campaign elements in 2017 with expanded production for 2018.

Once we have created artwork for each of the campaign executions (print, video, social, etc.), we begin production in earnest. We tap into our pool of potential providers to produce any broadcast or interactive elements of the campaign. Each element is triple bid to obtain not only the best pricing but also the best quality for the budget. Industry standard is that we are invoiced upon award of the job 50% of the total amount due. Upon completion the remainder of the job is due. Items are invoiced to client upon receipt of invoice from vendor with a 15% commission and due upon receipt.

### Traffic Files to Media Outlets:

With final, produced campaign elements in hand, we will traffic each piece to its final destination. The “specs” for each outlet provide us with the appropriate direction. This includes expanded trafficking of files to outlets in 2018.

### Website Development:

We will advise on and provide all content and design files for a landing page. The budget allocations in this proposal include \$25,000 for programming and development. The City will retain ownership of the site’s programming, updating and maintenance needs unless additional budget allows us to provide them.

### Spanish-language Campaign Elements:

Additional funding will be applied to the adaptation and production of Spanish-language campaign elements such as print collateral, web pages and digital assets; and to the promotion, activation or distribution of these campaign elements through 2018.

### Media Monitoring & Optimization:

While the campaign is live, we are checking on the delivery, ensuring that contractual requirements have been met. We do not accept anything lower than 100% fulfillment of insertion orders. Also, for digital media components of the campaign, our Double-Click Manager Web Server allows us to optimize as we go, making refinements to the creative, the audience and the delivery in real time.

### Immersion #3:

This session with our youth commission aims to engage them on specific ways to take the campaign into their day-to-day conversations. We challenge them to come up with tactics to spread the key messages and create more buzz around the campaign. The youth commission advises on message training tools and tactics—then runs with them!

### Message Training:

We will provide message training tools based upon the campaign, in a train-the-trainer format. We have also set aside budget to allow for us to initiate training with two small groups of 5-7 participants each. Additional funding will allow us to create message training tools in Spanish if needed and/or create distinct messaging for middle school audience vs high school audience.



Distribution of pop-up (or equivalent):

In an effort to maximize the campaign's effectiveness, we will provide a distribution strategy that applies [additional funding in 2017 and 2018 to the pop-up or class in a box deliverable. This will allow for photo/video shoots and additional production of media assets for an expanded set of media channels.](#) [The additional funding will provide the potential to develop two related pop-ups: one for the middle schoolers \(ages 12-14\) and one for high schoolers \(ages 15-17\); and/or an increased number of pop-ups; and/or revised versions of the pop-up in 2018.](#)

#### ADDITIONAL 2018 IMPLEMENTATION

[In 2018, additional funding will allow us to conduct 1-2 additional Immersions to gauge takeaways and boost our qualitative research with insights around how knowledge and attitudes shift with age. These additional immersions could also serve to prolong or reactivate the youth commission as ambassadors of the campaign as it evolves from one year to the next.](#)

#### DELIVERABLES

- » Conference report from Immersions [#3, #4 and #5, if applicable](#)
- » Website Plan
- » Website Content and Files
- » Post Campaign Report
- » Pop-up or Equivalent Physical Campaign Element

#### 6. MEDIA COSTS

Amélie Company will not charge the City of Denver a commission on media; rather we will charge for media services based on time spent. To reach the audience you describe, we will likely deploy complex media plans that offer multi-contact opportunities like social media, grassroots, PR and paid advertising with a large portion dedicated to online tactics. These tactics are more involved and time-consuming to implement in order to be both efficient and trackable.

#### 7. MEDIA SERVICES

Amélie's Media Team is structured to offer a media-neutral approach, meaning we will take client's objectives, results of focus groups, of media consumption trends by key target audiences, and timing and messaging into account when recommending the media strategy. Tactics and communication channels will be defined based on key strategic planning findings, creative development, target audience behaviors, media opportunities, and geographical challenges.

When terms with each media partner are negotiated, our media team will continuously monitor to ensure that 100% of the buy is delivered upon and shared with our clients through media reporting. Industry practices typically accept 95% delivery, which is not something we accept for our clients.

We assign key performance indicators (KPIs) to the marketing goals at the outset so we can define success together—whether it's bringing more traffic to the website or increasing ticket sales to a special cultural event or increasing overall awareness. Specific paid media KPIs may include cost per impression, cost per click, reach, frequency, recall or added value. Below is a description of the process we follow to ensure that actual results match expectations.

## 8. MEDIA PERFORMANCE TRACKING

We use DoubleClick Manager and first-party data to compose weekly reports which we use to continuously monitor and analyze campaign data. These reports allow us to track pacing and overall performance so we can make adjustments and optimizations as necessary. The sophistication of online advertising allows us to make real-time adjustments while traditional medias still rely on post-campaign reports to negotiate extra impressions if necessary.

Reporting schedules are agreed upon with the client prior to campaign launch and commonly include a 30-day report (30 days after campaign launch), a mid-campaign report (for campaigns longer than two months), and a post-campaign report (delivered within a month of campaign end).

When we refer to campaign optimization, we are describing adjustments made to placements, discount opportunities, creative, pacing, budget allocations, etc., based on performance data. These changes are made to ensure the most effective use of campaign dollars to accomplish established goals and objectives.

### 14 Days Before Launch

Based on client approved KPIs, a tracking plan will be developed that will outline what metrics will be measured and what segments should be viewed. The tracking plan will guide the implementation of tracking code on relevant website destinations for digital campaigns.

### Day 1

Amélie Company generates a report from DoubleClick Manager on the first day of every campaign to verify that all components are delivered and tracking pixels have been appended and are firing properly. Additionally, we email each media vendor to confirm the campaign is live. This allows us to correct any malfunctions immediately and ensure no client dollars are wasted on improperly performing placements. Finally, a launch announcement is sent via email to the account team and client contact to confirm a successful launch to all parties.

### Weekly

Every week while the campaign is live, our media department reviews DoubleClick Manager, Bionic and first-party data for continual monitoring and weekly analysis. We pay close attention to click-through, engagement and conversion rates as well as overall trending. We note underperforming placements, request optimizations, shift budgets, and make other changes to increase campaign performance. This data also enables us to judge when creative has reached saturation and at which point we can recommend fresh content.

### 30 Days After Launch

Digital media (excluding SEM) requires 30 days to “ramp up” because programmatic engines are continually learning, refining and improving. For this reason, we refrain from optimizations within that timeframe. Initial optimizations are first made at 30 days, but additional optimizations may be made at any time afterward. A 30-day report includes click-thru-rate (CTR), engagement rate, conversion rate and secondary conversion data. Analysis of this data is provided in addition to optimizations.

### Mid-Campaign Report

This report is made available only when a campaign will be live for longer than two months.

Data analysis, optimizations and recommendations are included.

#### One Week Prior to Campaign End

The end of a campaign is monitored specifically to ensure delivery in full. Within one week of the campaign end date, our media department will pull reports and contact media vendors to ensure the campaign delivers the contracted impressions and dollars. For example, increased pacing is requested at this time if under delivery is a concern.