

FIFTH AMENDATORY AGREEMENT

THIS FIFTH 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").

WITNESSETH:

WHEREAS, the City and the Contractor previously entered into an Agreement dated March 17, 2017 as amended by Amendatory Agreement dated August 1, 2017, by Second Amendatory Agreement dated August 8, 2018, by Third Amendatory Agreement dated April 1, 2019, and by Fourth Amendatory Agreement dated December 8, 2019 (collectively, the "Agreement") relating to Strategic Planning and Creative Development services; and

WHEREAS, the City has determined to extend and add additional work and add compensation for the additional work; 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. The additional Scope of Work is set forth in the Scope of Work which is attached hereto and incorporated herein as **Exhibit A-5** and all references to "**Exhibits A, A-1, A-2, A-3 and A-4** as applicable" are from the date of this Agreement forward are hereby amended to read "**Exhibits A, A-1, A-2, A-3, A-4 and A-5** as applicable".

2. 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 four additional one-year term subject to appropriation of sufficient amounts for the subsequent year by City Council. The First Renewal Term shall be from January 1, 2018 to December 31, 2018; the Second Renewal Term shall be from January 1, 2019 to December 31, 2019; the Third Renewal Term shall be from January 1, 2020 to December 31, 2020; and the Fourth Renewal Term shall be from January 1, 2021 to December 31, 2021 (each 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.

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 Two Million Nine Hundred Fifty Thousand Dollars (\$2,950,000.00). Amounts billed may not exceed the rates set forth in **Exhibits A, A-1, A-2, A-3, A-4 and A-5, as applicable.**

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 Two Million Nine Hundred Fifty Thousand Dollars (\$2,950,000.00) (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 **Exhibits A, A-1, A-2, A-3, A-4 and A-5, as applicable.** Any services performed beyond those in **Exhibits A, A-1, A-2, A-3, A-4 and A-5, as applicable** 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: EXCIS-202056077-05/ EXCIS-201952011-05/ EXCIS-201731482-05

Contractor Name: AMELIE COMPANY

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:

Attorney for the City and County of Denver

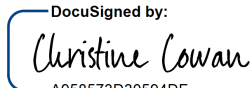
By:

By:

By:

Contract Control Number: EXCIS-202056077-05/ EXCIS-201952011-05/ EXCIS-201731482-05

Contractor Name: AMELIE COMPANY

By:  A958573D30594DF

Name: Christine Cowan
(please print)

Title: Managing Director, Account
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

Exhibit A-5: Scope of Work

1. STRATEGIC PLANNING

Discovery: April 2017

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: April 2017

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 share their contacts within DPS for recruitment of the group.

Immersion #1: April 2017

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.

Account Management & Strategy 2018

Bolstered account management efforts ensure campaign continuity and engagement among target audience and stakeholders, and supports additional tactical development. Furthermore, strategic planning for Year 2 of campaign development will be completed with the goal of providing a strategic recommendation for the campaign moving forward.

Account Management & Strategy 2019

Includes account management and strategic planning through the end of 2019. The account team will provide timelines and regular status reports to client on campaign progress, budget and action items. Bolstered efforts ensure campaign has the necessary support for additional tactical development and campaign continuity.

Account Management & Strategy 2020

Includes account management and strategic planning for 2020. The account team will provide timelines and regular status reports to client on campaign progress, budget and action items.

Account Management & Strategy 2021

Includes account management and strategic planning for 2021. The Account team will provide timelines and monthly status reports to client on campaign progress, budget and action items.

DELIVERABLES: 2017-2020

- » Youth Commission
- » Conference report from Immersion #1
- » Strategic Plan for Campaign Development (PowerPoint presentation)
- » Additional account management and campaign support
- » Strategic Plan for Year 2 Campaign Development

2. CREATIVE DEVELOPMENT

Draft Initial Campaign Creative Brief: May 2017

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.

Initial Creative Brief Approval: May 2017

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: June 2017

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: June 2017

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: July 2017

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: August 2017

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

Initial Campaign Creative Development: August 2017 – September 2017

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.

Logo Suite: Fall 2018

A complete logo suite for the High Costs and Weeded Out logos will be developed, including brand guidelines.

Additional Creative Development: Fall 2018

With additional funding, we can begin a progressive evolution of messaging and engagement tactics. This includes updates to current assets to maintain relevancy and effectiveness, and development of new creative work to avoid ad fatigue among the target audience. Tactics will be determined upon completion of the strategic planning phase in order to apply the garnered insights to the tactical recommendation.

2019 Creative Development

Includes creative direction, copywriting, design, traffic management, production coordination and production expenses for all creative asset maintenance through the end of 2019. Incremental funding will allow for the execution of an ambient tactic to increase campaign awareness and engagement, as well as additional small-scale production opportunities and corresponding tactics to be identified upon planning.

2020 Creative Development

Includes creative direction, copywriting, design, traffic management, production coordination and production expenses for all creative asset maintenance through the end of 2020.

2021 Creative Development

Includes creative direction, copywriting, design, traffic management, production coordination and production expenses for social media and necessary website creative maintenance through the end of 2021.

DELIVERABLES: 2017-2020

- » Creative Brief
- » Minutes from Immersion #2
- » Final Campaign Concept presentation
- » Production Schedule
- » Final Artwork for Approval
- » Logo Suite
- » Additional Creative Assets
- » Ambient Execution

3. MEASUREMENT - Ongoing

Pre-campaign Survey (baseline): April 2017

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 provide recommendations to you.

Mid-campaign Survey: February 2018

We will run our AAU survey again, 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.

Post-campaign Survey: October 2018 - November 2018

Upon completion of the fourth paid media flight for 2018, a post-campaign survey will be conducted to evaluate the campaign. This survey will utilize the questions of the mid-campaign survey to maintain consistency in data analysis. This survey will include questions on baseline attitudes and perceptions about marijuana, in addition to likeability and awareness questions in relation to the High Costs campaign. Additional resources will be allocated to this post-campaign survey to allow for more in-depth analysis and a larger pool of respondents. The findings from this survey will be compared to baseline findings and mid-campaign survey results in a written report and include a recommendation to guide decisions and planning for future campaign executions and investments.

2019 Measurement

Amélie to conduct statistically sound research in late 2019 via an online survey to evaluate campaign effectiveness and compare attitudes and perceptions to the 2018 survey. This will be the second year of measurement.

DELIVERABLES: 2017-2020

- » Scope and Methodology
- » Survey Instruments for Approval (screener, questionnaire, etc.)
- » Implementation and Execution of Survey
- » Post-survey Reports and Recommendations
- » 2019 Survey Report and Recommendations

4. MEDIA PLAN DEVELOPMENT

Media Strategy Presentation: October 2017

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.

2019 incremental funding will be utilized for 2019 media strategy and planning.

Media Strategy Approval: October 2017

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: October 2017

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: October 2017

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

Post-Campaign Media Report: January 2019

At the conclusion of the paid media campaign in 2018, 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.

2019 Media Planning, Tracking and Optimization

Includes strategic planning, campaign monitoring, optimization and reporting, as well as vendor communications and negotiations. Incremental funding will allow for additional media buying to extend 2019 flighting. A post-campaign media report to be presented in late 2019 or early 2020.

2020 Media Planning, Tracking and Optimization

Includes strategic planning, campaign monitoring, optimization and reporting, as well as vendor communications and negotiations. A post-campaign media report to be presented in late 2020 or early 2021.

Media Plan Tracking and Optimization: Ongoing

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).

2020 Post-Campaign Media Report

At the conclusion of the paid media campaign in 2020, 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.

2021 Media Planning, Tracking and Optimization

Includes strategic planning, campaign monitoring, optimization and reporting, as well as vendor communications and negotiations within the allocated budget for 2021. This includes strategic planning, optimization, monitoring and reporting for High Costs social media accounts on Facebook and Instagram and any other relevant social media platforms.

A post-campaign media report to be presented in late 2021. The post-campaign report includes all final performance and compares against KPIs.

Media Plan Tracking and Optimization: Ongoing

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).

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
- » Written Media Strategy for 2019

- » Written Media Plan for 2019
- » Incremental 2019 Media Planning & Buying
- » 2019 Post-Campaign Report
- » Written Media Strategy & Plan for 2020
- » 2020 Media Buying
- » 2020 Post-Campaign Report
- » Written Media Strategy & Plan for 2021
- » 2021 Media Buying
- » 2021 Post-Campaign Report

5. IMPLEMENTATION - Ongoing

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.

Additional production work to be completed in 2018 based on new funding, in-line with creative development. Tactics will be determined upon completion of the strategic planning phase in order to apply the garnered insights to the tactical recommendation.

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 City will retain ownership of the site's programming, updating and maintenance needs unless additional budget allows us to provide them. Amélie to make updates to ensure content on the High Costs website is up-to-date.

2019 Website Maintenance

Includes all necessary creative updates and general maintenance of the High Costs website, including all website hosting expenses. In early 2019, a Spanish webpage will be created, along with an interactive quiz utilizing content sourced from the Classroom-In-A-Box game.

Spanish-language Campaign Elements:

Funding will be applied to the adaptation and production of Spanish-language campaign elements such as print collateral and web pages and digital assets 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: June 2018

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!

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. Additional resources allow for another order of classroom-in-a-box games in Fall 2018, with minor content updates to maintain relevancy.

2019 Public Relations (PR):

PR support and management for High Costs communications, media coverage monitoring and media tracking to be provided. Incremental funding in 2019 will allow for the planning and coordination of a campaign awareness event, as well as management of any potential opportunities as they arise.

2019 Social Media:

With additional funding, the in-market presence of the current High Costs campaign will be boosted via Facebook and Instagram pages. Additional interactive assets to bolster the creative asset library and evolve the campaign messaging will be developed. 2019 support includes influencer recruitment and management, as well as content creation, moderation and optimization of platforms.

2019 Promotional Materials:

With additional funding, High Costs-branded promotional materials and giveaway items will be produced for distribution by the City of Denver at community events, schools, etc. to increase campaign awareness.

2020 Website Maintenance

Includes general maintenance of the High Costs website, including all website hosting expenses.

2020 Social Media

Includes strategic planning, content creation, optimization, moderation and reporting for High Costs social media accounts on Facebook and Instagram. Post-campaign reporting to be presented in late 2020 or early 2021.

2020 Public Relations (PR) Support

Includes media coverage monitoring and tracking as PR support to any efforts put forth by the Department of Excise and Licenses on behalf of the High Costs campaign.

2021 Website Maintenance

Includes general maintenance of the High Costs website on an as-needed basis, including all website hosting expenses.

~~2020-2021~~ Social Media Content Creation

Includes content creation for social media assets as recommended in the media strategy and plan.

2021 Public Relations (PR) Support

No PR support will be provided in 2021 due to budget limitations.

DELIVERABLES: 2017-2020

- » Conference report from Immersions #3
- » Website Plan
- » Website Content and Files
- » Post Campaign Report
- » Pop-up or Equivalent Physical Campaign Element
- » Additional Classroom-In-A-Box game sets
- » Public relations support
- » Additional social media activity
- » Branded promotional materials
- » Spanish Webpage
- » Interactive Website Quiz
- » Campaign Awareness PR Event
- » 2020 Social Media Strategy & Plan

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 - Ongoing

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 - Ongoing

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.

Quarterly Benchmark Reports

Benchmark reports are provided to the City on a quarterly basis – these include paid media, social media, PR and website metrics.

Mid-Campaign Report: 2017-2020

This report is made available only when a campaign will be live for longer than two months. Data analysis, optimizations and recommendations are included. This is not included in the scope for 2021.

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.