

A G R E E M E N T

THIS AGREEMENT is made between the **CITY AND COUNTY OF DENVER**, a home rule and municipal corporation of the State of Colorado, (the “City”) and **SUKLE ADVERTISING & DESIGN, INC.**, a Colorado corporation whose address is 2430 W. 32nd Avenue, Denver, Colorado 80211 (the “Consultant”), jointly (“the Parties”).

The Parties agree as follows:

1. COORDINATION AND LIAISON: The Consultant shall fully coordinate all services under the Agreement with the Executive Director of Climate Action, Sustainability and Resiliency (“Executive Director”) or, the Executive Director’s Designee.

2. SERVICES TO BE PERFORMED:

a. As the Executive Director directs, the Consultant shall diligently undertake, perform, and complete all of the services and produce all the deliverables set forth on **Exhibit A, Scope of Work and Deliverables**, to the City’s satisfaction.

b. The Consultant is ready, willing, and able to provide the services required by this Agreement.

c. The Consultant shall faithfully perform the services in accordance with the standards of care, skill, training, diligence, and judgment provided by highly competent individuals performing services of a similar nature to those described in the Agreement and in accordance with the terms of the Agreement.

3. TERM: The Agreement will commence on **April 1, 2024**, and will expire on **April 1, 2027** (the “Term”). The term of this Agreement may be extended by the City under the same terms and conditions by a written amendment to this Agreement. Subject to the Executive Director’s prior written authorization, the Consultant shall complete any work in progress as of the expiration date and the Term of the Agreement will extend until the work is completed or earlier terminated by the Executive Director.

4. COMPENSATION AND PAYMENT:

a. Budget/Rates. The City shall pay and the Consultant shall accept as the sole compensation for services rendered and costs incurred under the Agreement the line item amounts set forth in **Exhibit B**. Amounts billed may not exceed the budget set forth in **Exhibit B**.

b. Reimbursable Expenses: There are no reimbursable expenses allowed under the Agreement. All of the Consultant's expenses are contained in **Exhibit B**.

c. Invoicing: Consultant shall provide the City with a monthly invoice in a format and with a level of detail acceptable to the City including all supporting documentation required by the City. The City's Prompt Payment Ordinance, §§ 20-107 to 20-118, D.R.M.C., applies to invoicing and payment under this Agreement.

d. Maximum Contract Amount:

(1) Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed **THREE MILLION DOLLARS AND NO CENTS (\$3,000,000.00)** (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 Consultant beyond that specifically described in **Exhibit A**. Any services performed beyond those in **Exhibit A** are performed at Consultant'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 or 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.

5. STATUS OF CONSULTANT: The Consultant is an independent contractor retained to perform professional or technical services for limited periods of time. Neither the Consultant nor any of its employees are employees or Directors of the City under Chapter 18 of the Denver Revised Municipal Code, or for any purpose whatsoever.

6. TERMINATION:

a. The City has the right to terminate the Agreement with cause upon written notice effective immediately, and without cause upon thirty (30) days prior written notice to the Consultant. However, nothing gives the Consultant the right to perform services under the Agreement beyond the time when its services become unsatisfactory to the Executive Director.

b. Notwithstanding the preceding paragraph, the City may terminate the Agreement if the Consultant or any of its officers or employees are convicted, plead *nolo*

contendere, enter into a formal agreement in which they admit guilt, enter a plea of guilty or otherwise admit culpability to criminal offenses of bribery, kickbacks, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature in connection with Consultant's business. Termination for the reasons stated in this paragraph is effective upon receipt of notice.

c. Upon termination of the Agreement, with or without cause, the Consultant shall have no claim against the City by reason of, or arising out of, incidental or relating to termination, except for compensation for work duly requested and satisfactorily performed as described in the Agreement.

d. If the Agreement is terminated, the City is entitled to and will take possession of all materials, equipment, tools and facilities it owns that are in the Consultant's possession, custody, or control by whatever method the City deems expedient. The Consultant shall deliver all documents in any form that were prepared under the Agreement and all other items, materials and documents that have been paid for by the City to the City. These documents and materials are the property of the City. The Consultant shall mark all copies of work product that are incomplete at the time of termination "DRAFT-INCOMPLETE".

7. **EXAMINATION OF RECORDS AND AUDITS:** Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access, and the right to examine, copy and retain copies, at City's election in paper or electronic form, any pertinent books, documents, papers and records related to Consultant's performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. Consultant shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of three (3) years after the final payment under the Agreement or expiration of the applicable statute of limitations. When conducting an audit of this Agreement, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audits pursuant to this paragraph shall require Consultant to make disclosures in violation of state or federal privacy laws. Consultant shall at all times comply with D.R.M.C. 20-276.

8. WHEN RIGHTS AND REMEDIES NOT WAIVED: In no event will any payment or other action by the City constitute or be construed to be a waiver by the City of any breach of covenant or default that may then exist on the part of the Consultant. No payment, other action, or inaction by the City when any breach or default exists will impair or prejudice any right or remedy available to it with respect to any breach or default. No assent, expressed or implied, to any breach of any term of the Agreement constitutes a waiver of any other breach.

9. INSURANCE:

a. General Conditions: Consultant agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. Consultant shall keep the required insurance coverage in force at all times during the term of the Agreement, including any extension thereof, and during any warranty period. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as “A-VIII” or better. Each policy shall require notification to the City in the event any of the required policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices section of this Agreement. Such notice shall reference the City contract number listed on the signature page of this Agreement. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, Consultant shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City’s contract number. Consultant shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Consultant. The Consultant shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

b. Proof of Insurance: Consultant may not commence services or work relating to this Agreement prior to placement of coverages required under this Agreement. Consultant certifies that the certificate of insurance attached as **Exhibit C**, preferably an ACORD

form, complies with all insurance requirements of this Agreement. The City requests that the City's contract number be referenced on the certificate of insurance. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Consultant's breach of this Agreement or of any of the City's rights or remedies under this Agreement. The City's Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements.

c. Additional Insureds: For Commercial General Liability, Business Auto Liability, Cyber, and Excess Liability/Umbrella (if required), Consultant and subconsultant's insurer(s) shall include the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.

d. Waiver of Subrogation: For all coverages required under this Agreement, Consultant's insurer shall waive subrogation rights against the City.

e. Subcontractors and Subconsultants: Consultant shall confirm and document that all subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) procure and maintain coverage as approved by the Consultant and appropriate to their respective primary business risks considering the nature and scope of services provided.

f. Workers' Compensation and Employer's Liability Insurance: Consultant shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims.

g. Commercial General Liability: Consultant shall maintain a Commercial General Liability insurance policy with minimum limits of \$1,000,000 for each bodily injury and property damage occurrence, \$2,000,000 products and completed operations aggregate (if applicable), and \$2,000,000 policy aggregate. Policy shall not contain an exclusion for sexual abuse, molestation or misconduct.

h. Business Automobile Liability: Consultant shall maintain Automobile Liability with minimum limits of \$1,000,000 combined single limit applicable to all owned, hired

and non-owned vehicles used in performing services under this Agreement.

i. **Cyber Liability:** Consultant shall maintain Cyber Liability coverage with minimum limits of \$1,000,000 per occurrence and \$1,000,000 policy aggregate covering claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security. If Claims Made, the policy shall be kept in force, or a Tail policy placed, for three (3) years.

10. DEFENSE AND INDEMNIFICATION:

a. Consultant hereby agrees to defend, indemnify, reimburse and hold harmless City, its appointed and elected officials, agents and employees for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to the work performed under this Agreement (“Claims”), unless such Claims have been specifically determined by the trier of fact to be the sole negligence or willful misconduct of the City. This indemnity shall be interpreted in the broadest possible manner to indemnify City for any acts or omissions of Consultant or its subcontractors either passive or active, irrespective of fault, including City’s concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of City.

b. Consultant’s duty to defend and indemnify City shall arise at the time written notice of the Claim is first provided to City regardless of whether Claimant has filed suit on the Claim. Consultant’s duty to defend and indemnify City shall arise even if City is the only party sued by claimant and/or claimant alleges that City’s negligence or willful misconduct was the sole cause of claimant’s damages.

c. Consultant will defend any and all Claims which may be brought or threatened against City and will pay on behalf of City any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of City shall be in addition to any other legal remedies available to City and shall not be considered City’s exclusive remedy.

d. Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Consultant under the terms of this indemnification obligation.

The Consultant shall obtain, at its own expense, any additional insurance that it deems necessary for the City's protection.

e. This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

11. TAXES, CHARGES AND PENALTIES: The City is not liable for the payment of taxes, late charges or penalties of any nature, except for any additional amounts that the City may be required to pay under the City's prompt payment ordinance D.R.M.C. § 20-107, *et seq.* The Consultant shall promptly pay when due, all taxes, bills, debts and obligations it incurs performing the services under the Agreement and shall not allow any lien, mortgage, judgment or execution to be filed against City property.

12. ASSIGNMENT; SUBCONTRACTING: The Consultant shall not voluntarily or involuntarily assign any of its rights or obligations, or subcontract performance obligations, under this Agreement without obtaining the Executive Director's prior written consent. Any assignment or subcontracting without such consent will be ineffective and void, and will be cause for termination of this Agreement by the City. The Executive Director has sole and absolute discretion whether to consent to any assignment or subcontracting, or to terminate the Agreement because of unauthorized assignment or subcontracting. In the event of any subcontracting or unauthorized assignment: (i) the Consultant shall remain responsible to the City; and (ii) no contractual relationship shall be created between the City and any subconsultant, subcontractor or assign.

13. INUREMENT: The rights and obligations of the Parties to the Agreement inure to the benefit of and shall be binding upon the Parties and their respective successors and assigns, provided assignments are consented to in accordance with the terms of the Agreement.

14. NO THIRD PARTY BENEFICIARY: Enforcement of the terms of the Agreement and all rights of action relating to enforcement are strictly reserved to the Parties. Nothing contained in the Agreement gives or allows any claim or right of action to any third person or entity. Any person or entity other than the City or the Consultant receiving services or benefits pursuant to the Agreement is an incidental beneficiary only.

15. NO AUTHORITY TO BIND CITY TO CONTRACTS: The Consultant lacks any authority to bind the City on any contractual matters. Final approval of all contractual matters

that purport to obligate the City must be executed by the City in accordance with the City's Charter and the Denver Revised Municipal Code.

16. SEVERABILITY: Except for the provisions of the Agreement requiring appropriation of funds and limiting the total amount payable by the City, if a court of competent jurisdiction finds any provision of the Agreement or any portion of it to be invalid, illegal, or unenforceable, the validity of the remaining portions or provisions will not be affected, if the intent of the Parties can be fulfilled.

17. CONFLICT OF INTEREST:

a. No employee of the City shall have any personal or beneficial interest in the services or property described in the Agreement. The Consultant shall not hire, or contract for services with, any employee or officer of the City that would be in violation of the City's Code of Ethics, D.R.M.C. §2-51, et seq. or the Charter §§ 1.2.8, 1.2.9, and 1.2.12.

b. The Consultant shall not engage in any transaction, activity or conduct that would result in a conflict of interest under the Agreement. The Consultant represents that it has disclosed any and all current or potential conflicts of interest. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of the Consultant by placing the Consultant's own interests, or the interests of any party with whom the Consultant has a contractual arrangement, in conflict with those of the City. The City, in its sole discretion, will determine the existence of a conflict of interest and may terminate the Agreement if it determines a conflict exists, after it has given the Consultant written notice describing the conflict.

18. NOTICES: All notices required by the terms of the Agreement must be hand delivered, sent by overnight courier service, mailed by certified mail, return receipt requested, or mailed via United States mail, postage prepaid, if to Consultant at the address first above written, and if to the City at:

Executive Director of Climate Action, Sustainability and Resiliency or Designee
201 W. Colfax Avenue, Suite 704
Denver, Colorado 80202

With a copy of any such notice to:

Denver City Attorney's Office
1437 Bannock St., Room 353
Denver, Colorado 80202

Notices hand delivered or sent by overnight courier are effective upon delivery. Notices sent by certified mail are effective upon receipt. Notices sent by mail are effective upon deposit with the U.S. Postal Service. The Parties may designate substitute addresses where or persons to whom notices are to be mailed or delivered. However, these substitutions will not become effective until actual receipt of written notification.

19. DISPUTES: All disputes between the City and Consultant arising out of or regarding the Agreement will be resolved by administrative hearing pursuant to the procedure established by D.R.M.C. § 56-106(b)-(f). For the purposes of that administrative procedure, the City official rendering a final determination shall be the Executive Director as defined in this Agreement.

20. GOVERNING LAW; VENUE: The Agreement will be construed and enforced in accordance with applicable federal law, the laws of the State of Colorado, and the Charter, Revised Municipal Code, ordinances, regulations and Executive Orders of the City and County of Denver, which are expressly incorporated into the Agreement. Unless otherwise specified, any reference to statutes, laws, regulations, charter or code provisions, ordinances, executive orders, or related memoranda, includes amendments or supplements to same. Venue for any legal action relating to the Agreement will be in the District Court of the State of Colorado, Second Judicial District (Denver District Court).

21. NO DISCRIMINATION IN EMPLOYMENT: In connection with the performance of work under the Agreement, the Consultant may not refuse to hire, discharge, promote, demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity, gender expression, marital status, source of income, military status, protective hairstyle, or disability. The Consultant shall insert the foregoing provision in all subcontracts.

22. COMPLIANCE WITH ALL LAWS: Consultant shall perform or cause to be performed all services in full compliance with all applicable laws, rules, regulations and codes of the United States, the State of Colorado; and with the Charter, ordinances, rules, regulations and Executive Orders of the City and County of Denver.

23. LEGAL AUTHORITY: Consultant represents and warrants that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into the Agreement. Each person signing and executing the Agreement on behalf of Consultant represents and warrants that he has been fully authorized by Consultant to execute the Agreement on behalf of Consultant and to validly and legally bind Consultant to all the terms, performances and provisions of the Agreement. The City shall have the right, in its sole discretion, to either temporarily suspend or permanently terminate the Agreement if there is a dispute as to the legal authority of either Consultant or the person signing the Agreement to enter into the Agreement.

24. NO CONSTRUCTION AGAINST DRAFTING PARTY: The Parties and their respective counsel have had the opportunity to review the Agreement, and the Agreement will not be construed against any party merely because any provisions of the Agreement were prepared by a particular party.

25. ORDER OF PRECEDENCE: In the event of any conflicts between the language of the Agreement and the exhibits, the language of the Agreement controls.

26. INTELLECTUAL PROPERTY RIGHTS: The City and Consultant intend that all property rights to any and all materials, text, logos, documents, booklets, manuals, references, guides, brochures, advertisements, URLs, domain names, music, sketches, web pages, plans, drawings, prints, photographs, specifications, software, data, products, ideas, inventions, and any other work or recorded information created by the Consultant and paid for by the City pursuant to this Agreement, in preliminary or final form and on any media whatsoever (collectively, “Materials”), shall belong to the City. The Consultant shall disclose all such items to the City and shall assign such rights over to the City upon completion of the Project. To the extent permitted by the U.S. Copyright Act, 17 USC § 101, *et seq.*, the Materials are a “work made for hire” and all ownership of copyright in the Materials shall vest in the City at the time the Materials are created. To the extent that the Materials are not a “work made for hire,” the Consultant (by this Agreement) sells, assigns and transfers all right, title and interest in and to the Materials to the City, including the right to secure copyright, patent, trademark, and other intellectual property rights throughout the world and to have and to hold such rights in perpetuity.

27. SURVIVAL OF CERTAIN PROVISIONS: The terms of the Agreement and any exhibits and attachments that by reasonable implication contemplate continued performance, rights, or compliance beyond expiration or termination of the Agreement survive the Agreement and will continue to be enforceable. Without limiting the generality of this provision, the Consultant's obligations to provide insurance and to indemnify the City will survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.

28. ADVERTISING AND PUBLIC DISCLOSURE: The Consultant shall not include any reference to the Agreement or to services performed pursuant to the Agreement in any of the Consultant's advertising or public relations materials without first obtaining the written approval of the Executive Director. Any oral presentation or written materials related to services performed under the Agreement will be limited to services that have been accepted by the City. The Consultant shall notify the Executive Director in advance of the date and time of any presentation. Nothing in this provision precludes the transmittal of any information to City officials.

29. CONFIDENTIAL INFORMATION:

a. City Information: Consultant acknowledges and accepts that, in performance of all work under the terms of this Agreement, Consultant may have access to Proprietary Data or confidential information that may be owned or controlled by the City, and that the disclosure of such Proprietary Data or information may be damaging to the City or third parties. Consultant agrees that all Proprietary Data, confidential information or any other data or information provided or otherwise disclosed by the City to Consultant shall be held in confidence and used only in the performance of its obligations under this Agreement. Consultant shall exercise the same standard of care to protect such Proprietary Data and information as a reasonably prudent consultant would to protect its own proprietary or confidential data. "Proprietary Data" shall mean any materials or information which may be designated or marked "Proprietary" or "Confidential", or which would not be documents subject to disclosure pursuant to the Colorado Open Records Act or City ordinance, and provided or made available to Consultant by the City. Such Proprietary Data may be in hardcopy, printed, digital or electronic format.

30. CITY EXECUTION OF AGREEMENT: The Agreement will not be effective or binding on the City until it has been fully executed by all required signatories of the City and County of Denver, and if required by Charter, approved by the City Council.

31. AGREEMENT AS COMPLETE INTEGRATION-AMENDMENTS: The Agreement is the complete integration of all understandings between the Parties as to the subject matter of the Agreement. No prior, contemporaneous or subsequent addition, deletion, or other modification has any force or effect, unless embodied in the Agreement in writing. No oral representation by any officer or employee of the City at variance with the terms of the Agreement or any written amendment to the Agreement will have any force or effect or bind the City.

32. USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS: Consultant shall cooperate and comply with the provisions of Executive Order 94 and its Attachment A concerning the use, possession or sale of alcohol or drugs. Violation of these provisions or refusal to cooperate with implementation of the policy can result in contract personnel being barred from City facilities and from participating in City operations.

33. COMPLIANCE WITH DENVER WAGE LAWS: To the extent applicable to the Consultant's provision of Services hereunder, the Consultant shall comply with, and agrees to be bound by, all rules, regulations, requirements, conditions, and City determinations regarding the City's Minimum Wage and Civil Wage Theft Ordinances, Sections 58-1 through 58-26 D.R.M.C., including, but not limited to, the requirement that every covered worker shall be paid all earned wages under applicable state, federal, and city law in accordance with the foregoing D.R.M.C. Sections. By executing this Agreement, the Consultant expressly acknowledges that the Consultant is aware of the requirements of the City's Minimum Wage and Civil Wage Theft Ordinances and that any failure by the Consultant, or any other individual or entity acting subject to this Agreement, to strictly comply with the foregoing D.R.M.C. Sections shall result in the penalties and other remedies authorized therein.

34. MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISE REQUIREMENTS ("DSBO"):

a. This Agreement is subject to Article V of Chapter 28, Denver Revised Municipal Code ("D.R.M.C."), designated as §§ 28-117 to 28-199 (the "DSBO Ordinance"); and any Rules and Regulations promulgated pursuant thereto. The contract commitment (goal

requirement) for MWBE participation established for this Agreement by the Division of Small Business Opportunity (“DSBO”) is 12%.

b. Under § 28-132, D.R.M.C., the Consultant has an ongoing, affirmative obligation to maintain for the duration of this Agreement, at a minimum, compliance with the MWBE participation upon which this Agreement was awarded, unless there is a change in the work by the City under § 28-133, D.R.M.C. The Consultant acknowledges that:

(1) If directed by DSBO, the Consultant is required to develop and comply with an approved Utilization Plan and the requirements therein, in accordance with § 28-129(c), D.R.M.C. Along with the Utilization Plan requirements, the Consultant must establish and maintain records and submit regular reports, as directed by DSBO, which will allow the City to assess progress in complying with the Utilization Plan and achieving the MWBE participation goal. The Utilization Plan is subject to modification by DSBO.

(2) If contract modifications are issued under the Agreement, whether by amendment or otherwise, the Consultant shall have a continuing obligation to promptly inform DSBO in writing of any agreed upon increase or decrease in the scope of work of such contract, upon any of the bases under § 28-133, D.R.M.C., regardless of whether such increase or decrease in scope of work has been reduced to writing at the time of notification of the change to the City.

(3) If there are changes in the work that include an increase in scope of work under this Agreement, whether by amendment or otherwise, which increases the dollar value of the contract, whether or not such change is within the scope of work designated for performance by an MWBE at the time of contract award, such change or modification shall be immediately submitted to DSBO for notification purposes.

(4) Those amendments or other modifications that involve a changed scope of work that cannot be performed by existing subcontractors shall be subject to the original goal on the contract. The Consultant shall satisfy such goal with respect to the changed scope of work by soliciting new MWBEs in accordance with §§ 28-133, D.R.M.C. The Consultant must also satisfy the requirements under §§ 28-128 and 28-136, D.R.M.C., with regard to changes in MWBE scope or participation. The Consultant shall supply to DSBO all required documentation under §§ 28-128, 28-133, and 28-136, D.R.M.C., with respect to the modified dollar value or work under the contract.

(5) If applicable, for contracts of one million dollars (\$1,000,000.00) and over, the Consultant is required to comply with § 28-135, D.R.M.C., regarding prompt payment to MWBEs. Payment to MWBE subcontractors shall be made by no later than thirty-five (35) days after receipt of the MWBE subcontractor's invoice.

(6) Termination or substitution of an SBE subcontractor requires compliance with § 28-136, D.R.M.C.

(7) Failure to comply with these provisions may subject the Consultant to sanctions set forth in § 28-139 of the DSBO Ordinance.

(8) Should any questions arise regarding DSBO requirements, the Consultant should consult the DSBO Ordinance or may contact the designated DSBO representative at (720) 913-1999.

35. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS: Consultant consents to the use of electronic signatures by the City. The Agreement, and any other documents requiring a signature under the Agreement, may be signed electronically by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

Exhibit List

Exhibit A – Scope of Work and Deliverables.

Exhibit B – Budget/Rates.

Exhibit C – Certificate of Insurance.

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Contract Control Number: CASR-202472987-00
Contractor Name: Sukle Advertising & Design, Inc.

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:
Contractor Name:

CASR-202472987-00
Sukle Advertising & Design, Inc.

By:  _____
8F3AE0D9A1A745D...

Name: Mike Sukle
(please print)

Title: Founder/CD
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



SUKLE
2430 WEST 32ND AVENUE
DENVER, COLORADO 80211

P (303) 964-9100
F (303) 964-9663
SUKLE.COM

Denver Climate Action Marketing, Communications and Engagement Services

Exhibit A: Scope of Work and Deliverables

TASK 1: Teaming, Discovery, Market Research and Audience Development

Timing: 6-7 months

Budget: \$362,000

Deliverable: Analysis report on findings of the formative research including relevant literature, qualitative and quantitative data, suggested themes for message development (including theory guiding the message for change). Identification of what topics have the greatest opportunity for change in Denver through one or several social norming marketing campaign(s). Any remaining questions, divergent information, audience-specific considerations, potential priority subpopulations.

Sukle (Contractor) will complete the following activities as part of Task 1:

- Conduct a series of kick-off and discovery meetings to understand CASR, existing programs, existing grants/incentives, existing goals, existing data and the overall mission and vision.
- Conduct a baseline analysis to understand the current understanding of how to take sustainable actions in Denver, barriers to action, and understanding of local motivators for change. This survey will oversample historically under-represented populations and groups disproportionately impacted by climate change to ensure adequate inclusion.
- Conduct market research to understand target audiences, test messaging, gauge the current level of climate awareness and the current awareness of CASR programs and services. During market research, local participants will be compensated for their time and for sharing their lived experience.
- Create personas or define audiences with the greatest potential for a behavior change shift.
- Determine how a designated Minority/Women owned Business Enterprise (MWBE) will be funded by 12% of this contract.

The Contractor's approach to Task 1 will be accomplished in four phases.

PHASE 1: Backgrounding and Grounding

Contractor will meet with the City/CASR's immediate team to understand the landscape of the organization and the foundation of what has been done in the area of climate action campaigns. The Contractor and key members of the CASR Communications and Engagement Division will meet to understand the internal workings of CASR and its programs. The Contractor will collaborate to identify the key stakeholders to participate in what the Contractor calls a Day One session or for additional one-on-one interviews.

The Contractor will also conduct a comprehensive review of research and literature in the field of climate action and sustainability, building on existing knowledge to provide the most up-to-date relevant context for climate action in the City and County of Denver. The Contractor will mine other efforts in like-minded cities for inspiration that can be applied to Denver. The more the Contractor can glean through existing resources, the further the budget can go in other areas.

Deliverables: Key takeaways presentation; design of a customized Day One session.

PHASE 2: Day One Session

The Contractor will lead a Day One session that will bring together key stakeholders from the City/CASR's team and theirs to have a candid conversation. This discussion will cover universal goals for this initiative and opportunities to drive action. The Contractor will brainstorm possible über-themes to further flesh out and test. It will be moderated by Sparrow Strategy, the Contractor's partner for qualitative research and strategy. The City/CASR's

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SUKLE.COM

Day One will be explicitly designed to take on the unique challenges of climate action in Denver. In the Day One, the Contractor will:

- Establish the goal(s) of the climate action communication initiative (what the Contractor must accomplish and prioritize)
- Create context (barriers, opportunities, motivators and challenges)
- Identify, profile and prioritize audiences
- Develop working über-themes (potential overarching messaging strategy approaches)
- Map a theory of change
- Outline a primary research plan (objectives, methodology, recruiting, incentives and timing)

Deliverables: Day One session written report that chronicles the session, outlines key next steps and responsible parties, and includes a primary research plan.

PHASE 3: Field Research - Listening Sessions

Real understanding and actionable strategies will be critical for the City/CASR's campaign. The Listening Sessions will help the City/CASR team understand why people believe what they believe. What actions they may be willing to take. Why they do or don't like a message and how they would suggest making it stronger. The Contractor will not only get a list of barriers, but they will also understand how the City's audiences believe the Contractor can (or can't) work around them. And the Contractor will reveal successful motivators and triggers. To get to the "whys" underneath people's initial response takes skill and expertise. The Contractor's partner, Sparrow Strategy, has used this approach for clients like Nike, Ford, Great Outdoors Colorado, Denver Mobility, Water for Colorado, and CareOregon to identify, explore, categorize, and prioritize the behaviors and actions people are willing to take and the most effective messaging, messengers and tactics to achieve this behavior change.

The Contractor and its partner Sparrow Strategy will engage the active participation of Denver citizens. They will shape the Listening Sessions to reflect the audiences identified and prioritized during the Day One session. The plan will take into consideration the City's demographic makeup, over sampling under-resourced communities. They will identify and recruit potential participants by networking with the City/CASR's partners; working with GP&P Communications Consulting, which has deep ties in the Latino community in Denver; and even leveraging the City/CASR's list of people who are already participating in its programs. The Contractor and Sparrow Strategy may engage a recruiting firm to assist with participant recruitment. By taking advantage of existing and trusted connections in the community, especially with distinct subpopulations, the Contractor and Sparrow Strategy will achieve the desired diversity of participants in a cost-effective, efficient way.

The Contractor and Sparrow Strategy will engage participants in one-on-one or small group sessions (possibly friendship groups) in familiar surroundings such as homes, coffee shops and libraries. At minimum, the Contractor and Sparrow Strategy will host 20 in-person sessions across the 11 City Council Districts with approximately 40 Denver residents in total. The sessions will be one-on-one, dyads, or/and small group sessions (based on the best fit for the individual participants). The interviews will be conducted in both English and Spanish. They will focus on understanding the mindset and attitudes of Denverites about climate action, digging deep to better understand potential behaviors they are willing to change, and collecting their feedback on potential options for the overarching messaging strategy, also known as the über-theme. Options for the über-theme will be presented to participants in written and visual form. To identify and prioritize potential behavior changes, the Contractor and Sparrow Strategy will use a series of exercises to rank and categorize actions, and then dig more deeply into why these actions have the most potential for adoption. The sessions will uncover the most persuasive message territory and bring understanding to the steps necessary to drive a person to action. The research will utilize a variety of stimulus materials to spark discussion and to make the sessions interactive and engaging for all participants.

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The Listening Sessions will also be supplemented by a minimum of six one-on-one interviews with subject matter experts and influencers, who will add a layer of context and understanding to the conversations in the citizen groups. All sessions will be audio recorded and transcribed. The Contractor and Sparrow Strategy will strive to video record the sessions with minimal intrusion (iPhone on small tripod), but only to the comfort level of the participants. All participants will be compensated for sharing their time and thoughts.

This approach to research will result in relevant, evidence-based fieldwork that provides the foundation for the campaign, ensuring it connects with a diverse group of audiences and is culturally appropriate.

Deliverables: A Listening Sessions plan (inclusive of a discussion outline and stimulus materials) and the field work for the sessions, followed by artifacts, a written report and findings that are integrated into the message strategy presentation.

PHASE 4: Pre-campaign, Formative Quantitative Study

Building on the insights gathered during the Listening Sessions, the Contractor will conduct a pre-campaign, formative quantitative study in partnership with Analytics and Insights Matter (AIM), an MWBE certified business. The study will have multiple purposes. First, survey data will establish baseline measures for the Denver community, including climate action awareness, knowledge, attitudes, beliefs, intentions, and reported or planned behaviors. These baseline measurements are important because they will be used to track changes after completion of the campaign (see Task 4). Survey data could also be used as a supplemental way to further define personas/audiences with the greatest potential for a behavior change shift. Finally, the data can confirm and prioritize specific climate action behaviors that will inform the ongoing campaign. This will reinforce the audience insights gathered from the Listening Sessions.

This formative quantitative research study will include surveys from approximately 1,000 Denver residents, with an oversampling of historically under-represented populations and groups disproportionately impacted by climate change. The Contractor and its partner AIM will craft the survey questions based on the findings from the literature review, Day One session and Listening Sessions. Then they will use two primary methods to gather surveys. First, the largest number of completed surveys will be gathered using third-party survey panel companies that have existing relationships with thousands of Denverites with a wide variety of demographic characteristics. Participants will be compensated for their time through the survey panel companies. The Contractor and AIM will secure approximately 750 surveys this way.

In order to over-sample under-represented populations and those disproportionately impacted by climate change, the Contractor and AIM will use a second method involving in-person surveys. They will identify and attend in-person events sponsored by Denver community organizations representing these groups, and then they will engage participants through in-person surveys on-site in both English and Spanish. Survey participants will be compensated for completing a survey, usually at a higher rate than when using third-party survey panel companies. They will secure approximately 200 to 300 surveys this way. AIM has successfully used this grass roots approach to gather the sufficient number of surveys from these hard-to-reach groups in multiple previous studies.

This two-pronged approach will allow the Contractor and AIM to establish the baselines for the campaign, further define the audiences and prioritize the climate actions that will be promoted throughout the campaign.

Deliverables: A formative quantitative research plan, survey questions, implementation, and a quantitative research report with benchmarks and key findings.

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TASK 2: Campaign Strategy, Message Development and Advertising/Marketing Plan

Timing: 8-9 months**Budget:** \$945,100**Deliverable:** Marketing Plan and Advertising Plan including recommendations for campaign. First draft proposed messages and materials. Finalized messages and campaign materials.

Sukle (Contractor) will complete the following activities as part of Task 2:

- Using market research, develop a strategic campaign with specified tactics.
- Develop an overall campaign strategy that includes innovative engagement activities.
- Identify community partnerships to create trusted messengers to amplify messaging.
- Develop the messaging for the campaign to achieve the stated goals.
- Develop metrics, including baseline data and information, to measure success.
- Develop creative assets, including graphic design, photography, and videography.
- Develop a timeline for execution, including milestones, check-ins with the team, monitoring for progress and campaign evolution.

The Contractor will approach Task 2 in four phases.

PHASE 1: Message Strategy & Theory of Change

Message Strategy

The most important piece of the strategy is the overarching message, aka the über-theme. It will be the idea that drives people to action, the key reason to believe and the rallying cry. The Contractor will develop this overarching message based on the insights uncovered in the Discovery Phase and then vet various message territories with participants during the Task 1's Listening Sessions. The territories often evolve throughout the research as they take people's feedback into account. The Contractor will search for a message that is based on a deep human truth that crosses demographics and cultures. Once they have a high degree of confidence in a particular message, they will make small refinements and present the strategy with overwhelming rationale from the City's audiences.

Theory of Change

The campaign strategy will include a theory of change document that communicates the anticipated path to changing the behaviors of Denverites regarding climate action. It will serve to inform and ensure that stakeholders agree with and progress through the phases of the campaign with greater intention and purpose. The theory of change document will include:

1. The goal(s) the City/CASR is trying to reach
2. The strategies and activities that are expected to lead to the goal(s)
3. The outcomes that result from the strategies and activities

Deliverables: A presentation of the über-theme strategy and the theory of change, including supporting rationale from the research.

PHASE 2: Creative Message Development

Once the über-message and theory of change are approved, the Contractor will explore the most powerful ways to bring the message to life. The ideas look at the message strategy through different lenses, all designed to motivate people to lean into the conversation. Three unique creative directions will be presented to the City/CASR's team. Each direction will include a creative approach and a variety of tactics to demonstrate how that idea comes to life. Innovation will be a driving force.

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The Contractor has included time and budget in Exhibit B for reviewing and incorporating feedback from CASR. Final approval for creative direction rests with CASR. Once a creative direction is approved, the Contractor will begin working with the media team to understand where and when the campaign should appear to get the most impact with the City's audience.

Deliverables: Approved creative direction.

PHASE 3: Advertising/Market Planning

Paid Media Planning

Once the Contractor develops the über-theme and ideas approved by the City, the Contractor will weave them seamlessly into a paid media plan. The Contractor and its media partner, Inline Media, will create the plan based on a human-centered media approach. The Contractor will put the individuals the City is trying to reach at the center of the work, identifying and understanding the key moments, media vehicles and points of contact in Denverite' lives in which the Contractor can inject the message. The Contractor will consider any media opportunity that will effectively reach and impact the audience, whether the media is large, small, traditional, nontraditional, established or emerging. The Contractor will use insights from the primary research, third-party proprietary research and the freshest analytics to identify the best media mix to deliver messages in ways that elicit a response, from awareness to action.

The plan will detail the specific channels, tactics, budgets, timing and KPIs for the paid media campaign. It will include significant media bursts/flights at key times to maximize reach and impact, as well as an ongoing, "always-on" tactic like paid search to ensure Denverites can easily find information on climate action at any time. The plan will include both English- and Spanish-language outlets, as well as vehicles that reach under-resourced populations.

Partnership Program Development

Contractor will identify and establish relationships with organizations and Denver residents that share the City's goals. The Contractor will conduct active outreach to identify partners, and allow hand-raisers to partner with the City (such as small business owners, local influencers, climate organizations and media outlets/personalities). Contractor will identify partners who have demonstrated a sincere concern about climate change and who have invested in taking action to solve it. These partners will participate in distributing the city's messages and materials as described in Task 3. Metrics, including how many partners will be identified and reached out to, will be developed in the early stages of the campaign as directed by CASR and informed by Task 1. Final partnership goals and metrics will be approved by the CASR.

The Contractor will build a partner program to reach the identified audience(s) as outlined in Task 1 and built upon in Task 2. The partner program will balance partnerships in number and size in order to reach a citywide audience and targeted audiences as necessary. The partner program will aim to have an overrepresentation of partners that represent NEST neighborhoods, Spanish speakers and other historically under-represented populations and groups disproportionately impacted by climate change. The Contractor will also look for partnerships that can leverage for private investment.

The Contractor's approach to partner program development includes:

- Partner Identification: The Contractor will work with the City/CASR team to identify potential partners from any number of areas, including nonprofits, cultural organizations, faith-based organizations, schools, businesses, civic groups and more. In addition, partner GP&P Communications Consulting will play a key role in identifying potential partners to reach Spanish-language and under-resourced audiences. The Contractor will vet potential opportunities and develop a list of ideal partners to amplify the campaign.
- Partner Summit: Once the Contractor and the City have identified this partner A-list, the Contractor will host a summit or series of summits. Here the Contractor will present the über-theme behind the

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campaign to these potential partners and explore potential innovative and creative marketing campaign connections to specific organizations in the Denver area. The Contractor will engage them to generate ideas that would benefit both their organization and the City/CASR's fledgling movement. This collaboration will be the beginning of a comprehensive outreach program.

- **Partnership Materials:** The Contractor will identify the materials, resources and regular communication vehicles needed to bring these partnerships to fruition. The development and distribution of these materials will occur as part of Task 3.
- **Partner Metrics:** CASR will work with the Contractor to establish specific metrics to measure success, including:
 - Partner organizations
 - Partner events
 - Individuals engaged through partnerships
 - Partner investment
 - Shared content

Installations, Events and Activations Planning

In addition to paid media and partnerships, a key element of the campaign will be engagement with Denverites. Through installations, events and activations, the Contractor will engage with hard-to-reach communities on the ground in their daily lives in a creative manner. For events, the Contractor will identify, vet and recommend existing events, including events with partners, that will allow the Contractor to reach Denverites with the climate action messaging. This could include anything from large events like the Colorado Garden & Home Show to pop-up appearances at farmers markets and small neighborhood-based outreach events. The Contractor will develop a plan for CASR's review and approval with details on the recommended events, timing, budget, logistics, etc., as well as develop recommendations for how the campaign should participate (sponsorship, booth, seminar or speaking opportunity, materials, etc.) and the resources needed. In addition, the Contractor will recommend unique activations that the City/CASR could implement at these events to engage, inform and motivate participants. The planning of this portion of the campaign will build on ideas generated in the concepting phase. A variety of events and timing will be considered.

Earned Media Planning

As the City/CASR's campaign builds momentum with each step, key moments will create opportunities to drive earned media. The announcement of the campaign, the momentum generated by the number and prominence of partners, the innovative and visually stunning execution and more all represent planned moments to shout the story from the rooftops. Contractor will create a calendar of both English- and Spanish-language earned media opportunities, messaging, content ideas and timing.

Owned Media Planning

The Contractor will make recommendations for how and when to use the City's platforms, including its social media channels, email newsletters, and website, to increase awareness and engagement with the campaign. From how to communicate about the campaign with CASR's 45,000+ e-newsletter subscribers to how to integrate campaign graphics and messaging into the City's website, the Contractor will suggest ways to ensure that the owned efforts integrate with the paid and earned efforts.

Deliverable: All of the above tasks will be captured in a concise marketing plan that will guide the campaign. The written plan will include:

- Goal(s)
- Message Strategy and Theory of Change Overview
- Paid Media Strategies/Tactics
- Partnership Strategies/Activities
- Installations, Events and Activation Activities



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- Earned Media Strategies/Tactics
- Owned Media Recommendations
- Key Campaign Metrics
- Timing
- Budgets

PHASE 4: Campaign Production

Each of the areas listed above will require the creation and production of specific elements tailored to the audiences. The Contractor will develop estimates for each tactic and gain the City's approval before the Contractor begins production. Each tactic will be paid for out of the Phase 2 budget. Based on the market plan and list of elements, the Contractor's production team will create a master work plan to track the status of each element.

The Contractor will design, write and produce each element of the campaign. This includes, but is not limited to, sustainable materials being used throughout production and sustainable and inclusive practices for execution of this effort. Throughout the production process, the City/CASR team will be engaged at every stage to provide review and approval. In addition, the Contractor will ensure the creative they develop is inclusive and accessible. The Contractor will work closely with its partner, GP&P Communications Consulting (an MWBE certified business), to transcreate the creative for Spanish-language and under-resourced audiences. Much more than simply translation, transcreation will ensure that the creative truly resonates with and reflects the audiences. In addition, the Contractor will ensure that all creative elements are ADA compliant and accessible.

The Contractor will identify, vet, bid and manage the best talent to produce each campaign element. The Contractor anticipates this could require video production, photography, illustration, fabrication, printing, etc. Throughout the creative process, the Contractor will approach talent casting opportunities (on-camera, voice, etc.) through a diverse lens, ensuring a range of populations are fairly and accurately represented. The Contractor will supervise all subcontractors, ensuring the highest quality of production. The Contractor will also use MWBE firms as partners in various stages and elements of production. See the Contractor's project team section below for more details.

Once each element is complete, the materials will be sent to appropriate media outlets/partners.

Deliverables: Final, produced campaign elements.



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TASK 3: Campaign Execution

Timing: 23-24 months

Budget: \$1,549,000

With an approved marketing plan and produced elements, the Contractor will move into campaign execution. In this phase, the Contractor will launch, execute, manage, monitor and optimize every element of the campaign, from paid and earned media to activations and partnerships. The City/CASR's account director at Sukle will be involved in every phase, managing the Contractor's internal team and partners to ensure that the campaign runs smoothly. The account director will facilitate weekly status meetings with the CASR team and partners to guarantee all parties are aligned, on track and up to speed on the latest campaign developments.

Paid Media Management

Based on the approved paid media plan, the Contractor will manage all creative assets, sized to spec, to the various media and finalize the media buy. Whether the paid media is out of home, digital or nontraditional, the Contractor and its partner Inline Media will ensure all paid placements run at the highest quality and meet or exceed the media plan goals (reach, impressions, website visits, conversions, video views, etc.).

The Contractor will monitor all placements on an ongoing basis when the campaign is in market to identify what is working and what may need to be optimized by:

- Developing and maintaining a Looker dashboard that will track paid media performance by audience segment on an ongoing basis. This dashboard will be available to the City/CASR to review at any time.
- Providing biweekly updates during regularly scheduled status meetings.
- Providing monthly written reports on media performance.
- Reviewing proof of placement to ensure quality of reproduction of work, where applicable.
- Providing a comprehensive report at the end of each significant media pulse/flight.

Through this ongoing monitoring, the Contractor will learn what is working and what needs to be tweaked. And the Contractor will consistently fine-tune the media plan, from shifting more money into tactics that are performing well to optimizing creative placements on each channel.

The account director will manage the Inline Media team, ensuring that the City/CASR team has a seamless experience. And should optimizations be needed at any time, the account director will ensure that they happen quickly and smoothly.

Earned Media Management

Throughout the campaign, the Contractor will work with public relations partners to execute local, national and even international earned media outreach in both English and Spanish as outlined in the approved marketing plan. Under, the Contractor's earned media partners, including GP&P Communications Consulting, will handle all press release and pitch writing, reporter outreach, follow-up, interview scheduling, spokesperson training, media monitoring and reporting. All earned outreach plans and materials will be reviewed and approved by the City/CASR team prior to implementation, and the Contractor will provide biweekly earned media updates during status meetings. Earned media results will be continuously tracked using CoverageBook, with clips and earned media metrics available for the City/CASR's review at any time.

Partner Management

Once partners have been identified and engaged during the marketing planning process set forth under Task 2, above, the Contractor will work closely with each organization to bring the partnership to life. Partnerships will exist with different levels of commitment:

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- **Messaging Partnership:** Certain partners may be willing to distribute information, sharing details on the campaign and CASR's programs through social media, newsletters or their website. For these partners, the Contractor will develop and share messaging, materials and assets to ensure that partner communication is easy, consistent and aligned with the campaign. The largest number of partners will likely be messaging partners.
- **Engagement Partnership:** These deeper partnerships could involve participating in events or activations, serving as spokespeople, or collaborating on outreach to specific populations. The Contractor will work closely with these partners to develop, create and manage the resources to maximize these specific opportunities.
- **Bespoke Partnership:** There may be select organizations with which the team will want to create a new, unique, customized partnership program or engagement. This partnership could involve private investment, although that isn't required. The Contractor will lead the efforts to collaborate deeply with the City/CASR and the partner to fully design, develop and execute this new program.

In all cases, the Contractor will ensure that partnership efforts are culturally appropriate, relevant and inclusive of the under-represented populations and groups disproportionately impacted by climate change.

The account director will lead partnership management to ensure the relationships and engagements are positive, collaborative and effective. This will include the development and distribution of partnership materials. The Contractor will regularly engage with all partners through a quarterly e-newsletter and a series of webinars to share developments, successes and additional ways they can engage. For the organizations with larger or more complex partnerships, the Contractor will hold regular meetings when they are actively working together.

Events or Engagement Planning and Execution

Once existing events or on-the-ground engagements/activations are vetted and approved during the planning process, the Contractor will work closely with the City/CASR to develop and create the right tools and approach to achieve successful participation. This will include messaging, materials, activities, etc. The Contractor will work with the paid and earned media partners on promoting the event or activation. If desired, the Contractor can even manage the staffing for an event through a street team or trusted community partners. The Contractor will work with community partners and their own partners to ensure that the event or activation is engaging, inclusive and accessible. After each event or engagement/activation, they will prepare a brief report detailing successes, learnings and metrics.

Advising on Organic Social and Owned Media Elements

The Contractor will serve as the advisor, providing recommendations or suggestions for how to use these owned platforms to increase awareness and engagement throughout the campaign. The Contractor will also develop campaign creative assets or content that could be used in CASR's organic social posts, e-newsletters or website. In addition, the Contractor will work closely with the team to align the timing for paid, earned and owned efforts so that are reaching Denverites in an integrated, coordinated manner.

Account Leadership and Campaign Management

The Contractor's strong account leadership, spearheaded by the account director, will be woven throughout every aspect of the CASR campaign. Contractor will hold weekly status meetings and provide written status reports for CASR and partners, so all parties are up to speed on the latest developments. The Contractor will manage the City/CASR's budgets with vigilance and prepare detailed monthly invoices and billing summary reports in accordance with the requirements of the Agreement. The City and the Contractor will establish a shared document repository that meets the City's data-management and security needs while allowing both parties access to shared document. Contractor will ensure it collaborates with the City/CASR team as efficiently and effectively as possible based on the City's specific needs.



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TASK 4: Campaign Evaluation

Timing: Ongoing, with three months for the post-campaign quantitative study and final report

Budget: \$143,900

Campaign goals and metrics will be developed in the early stages of the campaign as directed by CASR and informed by Task 1. Final campaign goals and metrics will be approved by the CASR. These goals and metrics will inform the optimization and evaluation throughout the campaign. There will be specific focus areas that will indicate both the short- and long-term success of the campaign. When evaluated together, a comprehensive picture of the campaign's performance can be seen.

Early Indicators: These metrics will provide an early glimpse into the possible success of the campaign. Early buzz, conversation and buy-in from partners can be key early indicators of success.

Reporting: Monthly while in-market.

Paid Media Metrics

Contractor will monitor paid media performance and will optimize paid media on a biweekly-basis throughout the campaign to ensure that the audiences are receiving the proper dosage of the message. Contractor will monitor media delivery metrics such as impressions, reach, frequency, audience delivery, cost per click (CPC) and cost per thousand (CPM). For digital and social media, metrics will include video completion rate, click-through rate, shares, likes, follower growth and social sentiment. The Contractor will provide verbal updates on media performance in biweekly status meetings and written reports on a monthly basis.

Reporting: Biweekly updates during regular status meetings; monthly written reports while in-market; and a comprehensive report at the end of each media pulse/flight.

Website Metrics – Site Improv, Google Analytics and Google Search Console

Site Improv and Google measurement tools will provide City/CASR website data that includes unique and total sessions, traffic sources, return visits, time spent, downloads, audience location, and search inquiries. CASR will provide data from Site Improv on a monthly basis. The contractor will utilize Site Improv data provided by the city and pull data from Google Analytics and Search Console on at least a monthly basis to shape future iterations of the campaign, as well as prioritize the actions that Denverites are taking. Specific program incentives and downloads will be monitored for evidence of behavior change. The Contractor will also work with the City/CASR team to obtain access to this Site Improv and Google data on a regular basis.

Reporting: Ongoing throughout the duration of the campaign.

Earned Media Metrics

Contractor will continuously track earned media results using CoverageBook, with clips and earned media metrics available for the City/CASR's review at any time. Metrics will include the number of placements, types of placements, estimated impressions, audiences reached, engagements and average domain authority.

Reporting: Ongoing throughout the duration of the campaign.

Partnership Metrics

The Contractor will provide a written report on partnership metrics on a monthly basis. In addition, the Contractor will evaluate partnerships every six months on both a collective and individual basis. The Contractor will measure the number of partner organizations, the number of partner events, the number of individuals engaged through partnerships, partner investment and even the amount of shared content. Individual partnerships will be evaluated

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based on quantitative metrics like the number of individuals engaged and qualitative metrics like positive feedback, the ease of working with the partner and more.

Reporting: Monthly reporting throughout the duration of the campaign; partnership evaluation every six months.

Events and Activation Metrics

For events and activations, the Contractor will measure the number and types of people engaged, as well as the quality and even length of the engagement. The Contractor will also consider the quality of the event overall and the ease of working with the event organizers.

Reporting: A brief report detailing successes and learnings, as well as metrics, will be prepared following each event or activation throughout the duration of the campaign.

Pre- and Post-campaign Quantitative Study

As mentioned in Task 1, a formative, quantitative study will be conducted before the campaign launches to establish a baseline for key performance metrics. At the end of the campaign in year three, the quantitative study will be replicated. In partnership with Analytics and Insights Matter (AIM), the Contractor will utilize the same survey format and collection methods, using both third-party survey panel companies and community outreach to secure in-person survey completions at community events. The Contractor will secure approximately 1,000 survey completions, with an over-sampling of historically under-represented populations and groups disproportionately impacted by climate change. The Contractor will compare the post-campaign findings to the baseline numbers in order to identify statistically significant shifts in climate action awareness, knowledge, attitudes, beliefs, intentions, and reported or planned behaviors. The post-campaign quantitative study will be the key reporting tool for measuring success.

Reporting: Pre-campaign report (per Task 1) and post-campaign report.

Behavior Change Metrics

Specific sources will be identified that indicate actual behavior changes. This could include participation in CASR programs and rebate fulfillment rates. Market data about the sale of electric vehicles (EVs), use of public transportation, solar panel installations, installation of heat pumps, etc. also could be tracked as actions influenced by the campaign. The Contractor will compare baseline numbers from before the campaign launch to numbers after the campaign is completed in year three to track changes in climate action behaviors.

Reporting: Included in the final campaign report.

Final Campaign Report

At the end of the campaign, the Contractor will prepare a final evaluation report that details the reach and impact of the campaign, including all of the metrics mentioned above and the results of the campaign quantitative study. The report will feature learnings and recommendations for how the campaign could be revised/optimized for the future, as well as recommendations for any campaign elements that should be discontinued.

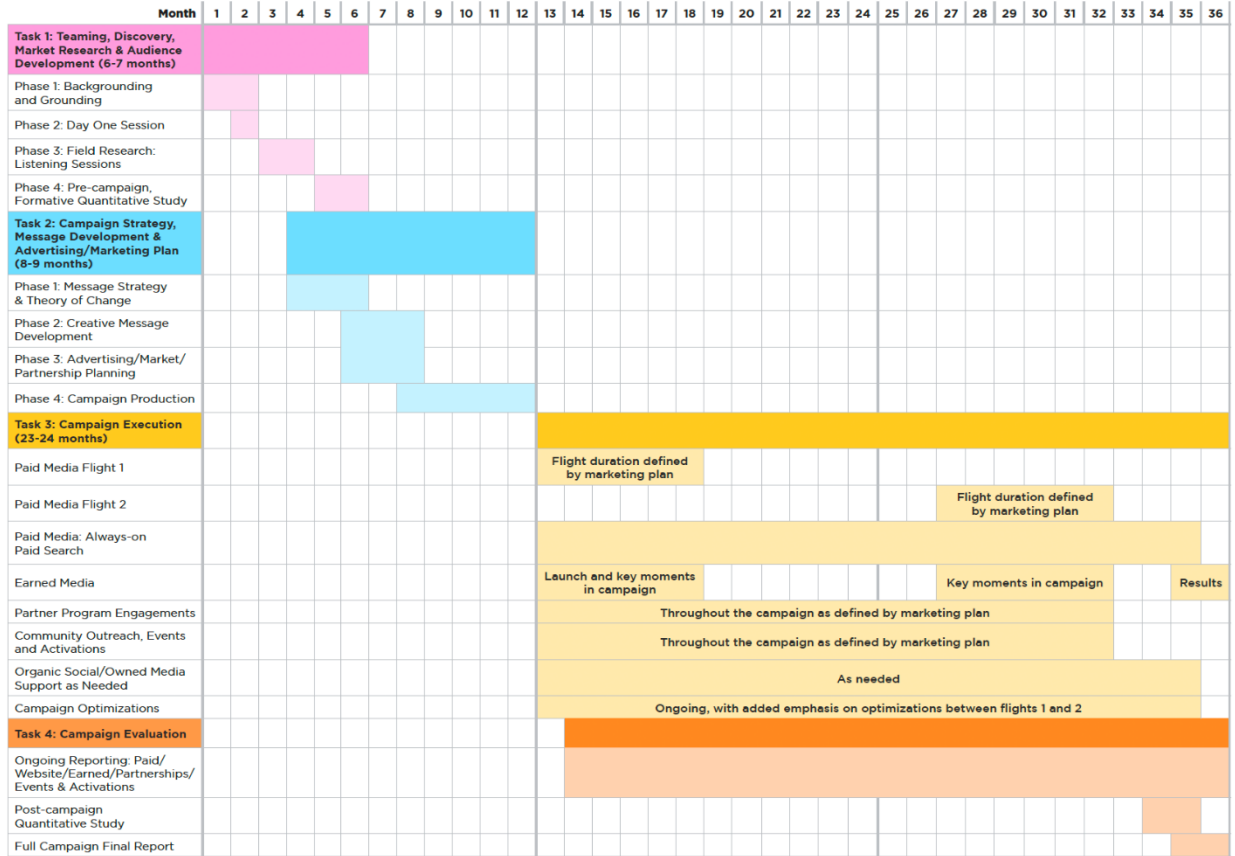
Reporting: Final campaign report.



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TASK TIMELINES



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Exhibit B

Denver Climate Action Marketing, Communications and Engagement Services

Exhibit B: Budget/Pricing and Rates

For each task and deliverable, the Contractor will create detailed budgets within the amounts set forth below for the City's review and approval, in accordance with the terms and conditions of the Agreement and the Scope of Work. The Contractor will not begin work until the budget for the task or deliverable is approved. The budgets set forth below and the detailed budgets provided in accordance with this paragraph include all agency fees and expenses, including hard costs for subcontractor services, creative production or paid media. Agency fees will be billed in 15-minute increments based on the agency rates listed in the section below. Expenses for subcontractor services, production or media will be estimated in detail and approved prior to initiating subcontractor work, executing creative production or placing any media buy. Media buy hard costs will include a 15% standard markup, which helps to cover the costs for media planning, buying, monitoring and reporting. Hard costs for subcontractor services or production will include a 10% markup.

Any work by subcontractors will be estimated and billed for each task or deliverable as a hard cost expense. Subcontractors will not bill by the hour, but rather commit to a specific scope of work and budget to which they will be held. As the prime on the contract, the Contractor will manage all subcontractor budgets, scopes and deliverables.

All markups and costs, including subcontractor markups and costs, are included in the amounts set forth below and will be specified in the detailed budgets developed for each task and deliverable.

The Contractor will track all agency fees and expenses against each approved budget and alert the City if any changes in scope require changes in estimates. The City will be kept up to date on a monthly basis via a billing summary report (BSR), which shows what has been estimated and billed and what is remaining, so the City always know where they stand.

The Contractor assumes all responsibility and risks, including any additional work or costs, for performing in accordance with each approved budget and scope of work. The Contractor will perform the work in the approved scope of work in Exhibit A in accordance with the budget in Exhibit B, which is not to exceed \$3 million. If CASR decides to amend or expand the scope of work beyond what is listed in Exhibit A, CASR and the contractor will identify additional budget and amend this agreement accordingly. There are no reimbursable expenses allowed except as set forth in this Exhibit B. Notwithstanding the foregoing, the Executive Director may approve in writing, in the Executive Director's sole discretion, adjustments to the amounts set forth for each Task below, subject to the Maximum Contract Amount, without an amendment to the Agreement.

On-Call Services

Should the City need on-call services from the Contractor for work outside the defined scope and budget in the Agreement, the Contractor and the City will execute an amendment to add funds and scope to the contractor. The Contractor's rates will remain the same as listed below.

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Budgets by Task

	Agency Fees	Research Expenses	Campaign Development & Production Expenses	Paid Media, Earned Media, Partnerships, Events, Activations & Installation Expenses	Total	% Of Total Budget
Task 1: Teaming, Discovery, Market Research & Audience Development	\$133,200	\$228,800	\$0	\$0	\$362,000	12.07%
Task 2: Campaign Strategy, Creative/Message Development & Advertising/Marketing Plan	\$394,000	\$0	\$551,100	\$0	\$945,100	31.50%
Task 3: Campaign Execution	\$353,600	\$0	\$0	\$1,195,400	\$1,549,000	51.63%
Task 4: Campaign Evaluation	\$57,000	\$86,900	\$0	\$0	\$143,900	4.80%
Total	\$937,800	\$315,700	\$551,100	\$1,195,400	\$3,000,000	100.00%

RATES

**All RATES quoted shall be firm and fixed for the specified contract period
PRIME POSITIONS**

Prime: Sukle Advertising & Design (Contractor)

TITLE/CLASSIFICATION	RESPONSIBILITIES	RATE/HOUR
Account Services		
Director of Account Services/ Strategy	Primary department and client relationship lead, oversees brand strategy, planning, research, performance measurement, budget development and quality assurance.	\$275/hr
Account Director	Oversees all aspects of client work, marketing strategy and planning, campaign planning, budget development/management/ reconciliation, project and creative strategy, team coordination, timeline development, and quality assurance. Responsible for partner management, including partners for research, paid media, earned media, and events and activations. Oversees media planning, buying, monitoring, optimization and reporting. Serves as the MWBE coordinator.	\$210/hr
Account Supervisor	Key account leadership, supervises and manages more day-to-day client efforts, ensuring projects are planned and moving according to set timeline and budget parameters.	\$180/hr
Account Manager	Manages day-to-day project efforts, ensuring project schedules are set and adhered to, focused on project workflow and milestones.	\$150/hr
Account Coordinator	Provides support on client projects, as well as social media management, strategy, content planning, reporting and oversight.	\$115/hr
Creative Services		
Chief Creative Officer	Oversees all work including research, strategy, creative concepts and creative production.	\$325/hr
Interactive Designer	Develops and executes all digital strategy to include the design and development of new website efforts and the refinement, updating and optimization of any existing website assets.	\$275/hr
Associate Creative Director – Art/Copy	Creative oversight and idea development, drives the creative work and leads our design teams to produce compelling and impactful visual content across every type of media.	\$210/hr
Digital Artist	Collaborates with creative leads to create bespoke campaign assets such as image production, online motion content, graphics, 3D renders and animations.	\$230/hr
Art Director	Idea development and art direction of all assets, across all creative deliverables.	\$180/hr
Copywriter	Idea development and copywriting for all assets, across all creative deliverables.	\$180/hr
Designer	Idea development and visual design of all assets, across all creative deliverables.	\$150/hr
Production Services		
Director of Production	Oversees and manages creative production, establishes production plans to include budgets, timing, and approach to ensure integrated and seamless execution across all media.	\$235/hr
Senior Integrated Producer	Manages creative production and logistics across all media for all executions win a campaign.	\$180/hr
Senior Project Manager	Manages all internal workflow to ensure schedules are set, resources are allocated and deadlines are met.	\$180/hr
Production/Mechanical Artist	Responsible for creating all final files for print and digital production.	\$125/hr
Admin		
Administration	Administrative functions and support.	\$110/hr
Travel	Travel to and from client-related activities.	\$110/hr
Paid Media Mark Up		15%
Hard Costs/Expenses Markup		10%

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SUBCONTRACTOR POSITIONS

Sub: All Subcontractors

TITLE/CLASSIFICATION	RESPONSIBILITIES	RATE/HOUR
N/A	Any work by subcontractors will be estimated and billed on a project-by-project basis as a hard cost expense. Subcontractors will not bill by the hour, but rather commit to a specific scope of work and budget to which they will be held. As the Prime on the contract, Sukle (Contractor) will manage all subcontractor budgets, scopes and deliverables.	N/A

