

ORDINANCE/RESOLUTION REQUEST

Please email requests to the Mayor's Legislative Team
at MileHighOrdinance@DenverGov.org by **3:00pm on Monday**.

****All fields must be completed.****

Incomplete request forms will be returned to sender which may cause a delay in processing.

Date of Request: 11/5/12

Please mark one: ☒ Bill Request or ☐ Resolution Request

1. Has your agency submitted this request in the last 12 months?

☐ Yes ☒ No

If yes, please explain:

2. Title: Ordinance request approving a Sponsorship Agreement with Bellco Credit Union, THTRS-201207726

3. Requesting Agency: Arts & Venues Denver

4. Contact Person: (With actual knowledge of proposed ordinance/resolution.)

- Name: Amy Lindsey/Brian Kitts
- Phone: 720.865.4226 / 720.865.4229
- Email: amy.lindsey@denvergov.org / brian.kitts@denvergov.org

5. Contact Person: (With actual knowledge of proposed ordinance/resolution who will present the item at Mayor-Council and who will be available for first and second reading, if necessary.)

- Name: Amy Lindsey/Brian Kitts
- Phone: 720.865.4226 / 720.865.4229
- Email: amy.lindsey@denvergov.org / brian.kitts@denvergov.org

6. General description of proposed ordinance including contract scope of work if applicable: This ordinance will approve a Sponsorship Agreement with Bellco Credit Union that provides naming rights to Bellco Credit Union in association with the Theatre sign on the Colorado Convention Center façade.

Proxy Partners, Arts & Venues Denver's marketing/sponsorship partner, is added as a party to the agreement and will be responsible for ensuring all deliverables under the contract are received by Bellco Credit Union.

*****Please complete the following fields:***

- a. Contract Control Number: THTRS-201207726
- b. Duration: 10/01/2012 to 12/31/2017
- c. Location: Arts & Venues Denver, Convention Center Complex, 700 14th Street, Denver, CO 80202
- d. Affected Council District: Council District 8
- e. Benefits: This ordinance will approve a Sponsorship Agreement with Bellco Credit Union that provides naming rights to Bellco Credit Union in association with the Theatre sign on the Colorado Convention Center façade.
- f. Costs: \$187,500.00 are the costs and expenses for production and installation of interior directional signage to be paid by Arts & Venues Denver; the expense is managed by Proxy Partners as 15% of revenue collected and are defined as "activation fees" that will be billed to Arts & Venues Denver. The revenue for this contract will be \$1,250,000.00 over a five year period.

7. Is there any controversy surrounding this ordinance? (Groups or individuals who may have concerns about it?) Please explain. None that is known.

To be completed by Mayor's Legislative Team:

SIRE Tracking Number: _____

Date Entered: _____

EXECUTIVE SUMMARY

Ordinance request approving a Sponsorship Agreement with Belco Credit Union, THTRS-201207726

This ordinance will approve a Sponsorship Agreement with Belco Credit Union that provides naming rights to Belco Credit Union in association with the Theatre sign on the Colorado Convention Center façade.

Proxy Partners, Arts & Venues Denver's marketing/sponsorship partner, is added as a party to the agreement and will be responsible for ensuring all deliverables under the contract are received by Belco Credit Union.

\$187,500.00 are the costs and expenses for production and installation of interior directional signage to be paid by Arts & Venues Denver; the expense is managed by Proxy Partners as 15% of revenue collected and are defined as "activation fees" that will be billed to Arts & Venues Denver. The revenue for this contract will be \$1,250,000.00 over a five year period.

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Ordinance Request

Belco Credit Union THTRS-201207726 – Sponsorship Agreement

KEY CONTRACT TERMS:

Vendor/Contractor Name: Belco Credit Union

Contract control number: THTRS-201207726

City's contract manager: Brian Kitts/Amy Lindsey

Was this contractor selected by competitive process? Briefly explain process. Arts & Venues Denver's external marketing consultant, Proxy Partners, sent out an RFP to solicit bids from local/national brands and existing partners.

Term/Duration of contract/project: The term of this Agreement shall commence as of October 1, 2012 and shall end at 12 o'clock midnight on December 31, 2017

Renewal terms: New naming rights contract

Purpose: Naming rights for Colorado Convention Center lecture hall, currently the Wells Fargo Theatre.

Scope of services with performance bench marks:

Naming Rights: The Colorado Convention Center Lecture Hall (the "Hall") will be renamed the "Belco Theatre".

Exterior Signage:

Sponsor will have the ability to design, produce, and install:

1. Exterior building signage facing both Colfax and Stout cross streets.
2. Exterior sign above light rail tunnel at the Colorado Convention Center.
3. Exterior sign above Colorado Convention Center doors located closest to the Hall.

All cost and expense related to the design, production, and installation of exterior signage shall be paid for by Sponsor. All exterior signage, including, without limitation, creative design, size, quantity, and placement shall be approved in advance and in writing by the City and County of Denver. Without limiting the generality of the foregoing, if structural changes to the building and/or significant changes to the building's electrical system are required to accommodate Sponsor's signage, approval of the City's Public Works Department will be required.

Interior Signage:

Sponsorship rights and benefits also will include the following interior signage:

1. Interior signage above the Hall entrance
2. Static directional signs throughout the interior of the building, including the parking garage (approximately 28 interior + 2 in parking garage)
3. Electronic directional signs throughout the interior of the building (set of approximately 35)
4. Directional map floor plans throughout the interior of the building, including the parking garage (approximately 12 interior + approximately 12 in parking garage)
5. Interior pole signage (set of 4)
6. Static front seating diagram maps (2 at box office and 2 at theatre entrance doors)
7. 3 panel mural on back entrance of Hall
8. Additional decorative / interactive signage inside Hall lobby
9. Branding opportunity in the Green Room
10. ATM machines located throughout Colorado Convention Center (exact number and locations to be mutually agreed upon by AVD, SMG, and Sponsor)
11. Dedicated advertising on two (2) free-standing backlit kiosks
12. Opportunity for brand recognition inside the theatre in such numbers, at such locations, and with such graphics as are approved by AVD and SMG

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All cost and expense for the design and fabrication of the interior signage set forth above shall be paid for out of the commission fees payable to Proxy pursuant to its agreement with the City. Further, City shall cause SMG to install the interior signage set forth above at no cost to Sponsor. All interior signage, including, without limitation, creative design, size, quantity, and placement shall be approved in advance and in writing by the City and County of Denver and SMG.

Media and Collateral Inclusion:

1. Marketing media for shows or other events at the Hall will refer to the “Bellco Theatre”. Media schedules are determined by individual event promoters.
2. “Bellco Theatre” shall be referenced on the face of every ticket for shows or other events at the Hall.

Citywide and Regional Exposure:

1. One press conference with an appearance from the Director of Arts & Venues Denver, Sponsor’s representatives, and, subject to his availability, the Mayor, at such date and time as is mutually agreed to by the parties.
2. Consistent print and spoken reference to the Bellco Event Center in all materials prepared by AVD related to the lecture hall.

Hospitality:

1. Each Contract Year, Sponsor will receive the opportunity on two (2) mutually agreed upon dates, to rent, at a rental rate of zero dollars, a meeting space at an AVD Venue. The meeting space may be used for promotional activities or private meetings/events. During such rental use, Sponsor also will receive a special sponsor rate for food and beverage costs. All scheduling must be made in advance and will be subject to availability and final approval of AVD.
2. Each Contract Year, Sponsor will receive the opportunity to request tickets to events at the AVD Venues at no additional cost to Sponsor; provided, however, that no more than four (4) additional tickets for a given event may be requested. Further, Sponsor’s receipt of such additional tickets shall be subject to availability and AVD approval.

Cost/value: \$187,500.00 are the costs and expenses for production and installation of interior directional signage to be paid by Arts & Venues Denver; the expense is managed by Proxy Partners as 15% of revenue collected and are defined as “activation fees” that will be billed to Arts & Venues Denver. The revenue for this contract will be \$1,250,000.00 over a five year period.

Source of funds: Bellco Credit Union

Benefit: The Sponsorship Agreement with Bellco Credit Union will provide naming rights in association with the Theatre sign on the Colorado Convention Center façade. The revenue for this contract will be \$1,250,000.00 over a five year period.

Termination provision for City and for contractor:

Either party may terminate this Agreement as follows:

If the other party commits a material breach of this Agreement and fails to cure said breach on or before thirty (30) days after receiving notice in writing of the alleged breach from the aggrieved party.

If the other party shall be unable to pay its liabilities when due, or shall make any assignment for the benefit of creditors, or shall file a petition under any federal or state bankruptcy statute, or file a voluntary petition in bankruptcy, or be adjudicated bankrupt or insolvent, or if any receiver is appointed for its business or property, or if the trustees in bankruptcy or insolvency shall be appointed under the laws of the United States government or of the several states.

Due to a force majeure event that prevents the other party from performing its obligations under this Agreement for a period of thirty (30) days after notice.

Upon termination of this Agreement, Sponsor shall, at its sole cost and expense, remove all of Sponsor’s signage no later than thirty (30) days after the termination of this Agreement.

WBE/MBE/DBE commitments (construction, design, Airport concession contracts): N/A

Location: Arts & Venues Denver, Convention Center Complex, 700 14th Street, Denver, CO 80202

Affected Council District: Council District 8

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