AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Acknowledgment of CM Sign.; Buttery Contract

Action Requested: County Manager Signature

Parties to the Agreement:

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:

Please see the attached contract and memo.

Fiscal Impact: $57,000

Submitted by: Katherine Haase **Submitter's Email Address:** khaase@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:
No concerns, to be covered with CARES Act funding. ln

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 8/23/2020

County Attorney Review: (●) Required ( ) Not Required

Comments:
ok db 8/24/20

Reveiwed by: GUNCOUNTY1\dBaumgarten Discharge Date: 8/24/2020 Certificate of Insurance Required Yes (●) No ( )

County Manager Review:

Comments:
This has been executed, so this is just for acknowledgement.

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 8/27/2020

(●) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted: 0

Agenda Date: 9/1/2020

Revised April 2015

CONTRACTOR AGREEMENT

THIS CONTRACTOR AGREEMENT ("Agreement") made effective the 26TH day of August, 2020, by and between the Board of County Commissioners of the County of Gunnison, Colorado, whose address is 200 East Virginia, Gunnison, CO 81230 (herein "Gunnison County") and Buttery Agency, LLC, whose address is PO Box 681, Quechee, VT 05059 (herein "Contractor").

RECITALS

Gunnison County desires to engage Contractor to provide Services as identified in the Scope of Work attached hereto and incorporated herein by reference as Appendix "A ("Services").

AGREEMENT

NOW THEREFORE, in consideration of the Recitals and the mutual covenants and obligations hereinafter set forth, the parties agree as follows:

1. SERVICES.

Contractor shall furnish all materials, labor, supervision, supplies and equipment to commence, diligently pursue, and complete the Services as more specifically set forth on Appendix "A". All Services shall be performed in a timely manner and in accordance with generally accepted standards for Contractor's profession and all applicable federal, state and local laws and regulations affecting the Services or the subject matter thereof. Contractor acknowledges that this is a non-exclusive Agreement, and Gunnison County may contract with additional or other providers able to furnish the same or similar services as it deems appropriate to do so.

2. TERM.

The term of this Agreement shall commence on the date first set forth above and shall terminate on December 31, 2020 unless sooner terminated or replaced as provided herein.

3. STRATEGIC RESULT.

Execution of this Agreement will assist the County with its Public Information goals, as outlined in the Gunnison County Administration Department Strategic Business Plan.

4. COMPENSATION, BONUS AND EXPENSES.

In consideration and exchange for Contractor's performance of the Services, during the Term, Gunnison County shall pay Contractor fees as more specifically not to exceed Fifty-Seven Thousand and No/100 U. S. Dollars ($57,000). Payment shall be made by Gunnison County to Contractor within 45 days of receipt of an invoice.

The Compensation shall compensate Contractor for all charges, expenses, overhead, payroll costs, employee benefits, insurance subsistence, and profits, except as specifically set forth herein.

5. INSURANCE.

Contractor agrees that at all times during the Term of this Agreement that Contractor shall carry and maintain, in full force and effect and at its sole cost and expense, the following insurance policies. Within thirty (30) days of the execution of this Agreement, Contractor will provide insurance certificates to Gunnison County, listing Gunnison County as an additional insured, for the coverage's required herein which shall state that such policies shall not be materially changed or cancelled without thirty (30) days prior notice to Gunnison County.

a. Worker's Compensation Insurance in accordance with Colorado and Federal law which adequately protects all labor employed by Contractor during the term of this Agreement.
b. Comprehensive General Liability Insurance or the equivalent for any injury to one person in any single occurrence, Three Hundred Eighty-Seven Thousand and No/100 U.S. Dollars ($387,000.00); and for an injury to two or more persons in any single occurrence, the sum of One Million Ninety-Three Thousand and No/100 U.S. Dollars ($1,093,000.00).
c. Comprehensive automobile liability insurance on all vehicles used in the Services, in an amount no less than Three Hundred Eighty-Seven Thousand and No/100 U.S. Dollars ($387,000.00) for any injury to one person in any single occurrence and in an amount no less than One Million Ninety-Three Thousand and No/100 U.S. Dollars ($1,093,000.00) for any injury to two or more persons in any single occurrence.

6. INDEPENDENT CONTRACTOR.

In carrying out its obligations and activities under this Agreement, Contractor is acting as an independent contractor and not as an agent, partner, joint venture or employee of Gunnison County. Contractor does not have any authority to bind Gunnison County in any manner whatsoever.

Contractor acknowledges and agrees that Contractor is not entitled to: (i) unemployment insurance benefits; or (ii) Workers Compensation coverage, from Gunnison County. Further, Contractor is obligated to pay federal and state income tax on any moneys paid it related to the services.

7. INDEMNIFICATION.

Contractor agrees to indemnify, defend and hold harmless Gunnison County, its Commissioners, agents and employees of and from any and all liability, claims, liens, demands, actions and causes of action whatsoever (including reasonable attorney's and expert's fees and costs) arising out of or related to any loss, cost, damage or injury, including death, of any person or damage to property of any kind caused by the misconduct or negligent acts, errors or omissions of Contractor or its employees, subcontractors or agents in connection with this Agreement.

This provision shall survive any termination or expiration of this Agreement with respect to any liability, injury or damage occurring prior to such termination or expiration.

8. DISCRIMINATION.

The Contractor agrees to not discriminate against any person or class of persons by reason of age, race, color, sex, creed, religion, disability, national origin, sexual orientation or political affiliation in providing any services or in the use of any facilities provided for the public in any manner prohibited by Part 21 of the Regulations of the Office of the Secretary of Transportation. Contractor shall further comply with the letter and spirit of the Colorado Anti-Discrimination Act of 1957, as amended, and any other laws and regulations respecting discrimination in unfair employment practices. Additionally, Contractor shall comply with such enforcement procedures as any governmental authority might demand that Gunnison County take for the purpose of complying with any such laws and regulations.

9. IMMIGRATION COMPLIANCE CERTIFICATION.

a. Contractor certifies that Contractor does not and will not knowingly contract with or employ illegal aliens to work under this Agreement.

b. Contractor certifies that Contractor has required its subcontractors to certify that they do not knowingly contract with or employ illegal aliens to work under this Agreement.

c. Contractor certifies that it has attempted to verify the eligibility of its employees and subcontractors to work through the Basic Pilot Employment Verification

Program administered by the Social Security Administration and Department of Homeland Security.

d. Contractor agrees to comply with all reasonable requests made in the course of an investigation under C.R.S. 8-17.5-102 by the Colorado Department of Labor and Employment.

e. Contractor agrees to comply with the provisions of C.R.S. 8-17.5-101 et seq.

10. ADA COMPLIANCE.

The Contractor represents and warrants to Gunnison County that at all times during the performance of this Agreement no qualified individual with a disability shall, by reason of such disability, be exclude from participation in, or denied benefits of the service, programs, or activities performed by the Contractor, or be subjected to any discrimination by the Contractor upon which assurance Gunnison County relies.

11. MISCELLANEOUS.

a. SEVERABILITY. If any clause or provision of this Agreement shall be held to be invalid in whole or in part, then the remaining clauses and provisions, or portions thereof, shall nevertheless be and remain in full force and effect.

b. AMENDMENT. No amendment, alteration, modification of or addition to this Agreement shall be valid or binding unless expressed in writing and signed by the parties to be bound thereby.

c. NO WAIVER OF GOVERNMENTAL IMMUNITY. Nothing in this Agreement is, or shall be construed to be, a waiver, in whole or part, by Gunnison County of governmental immunity provided by the Colorado Governmental Immunity Act or otherwise.

12. DELEGATION AND ASSIGNMENT.

This is a personal services contract with Contractor and, therefore, Contractor shall not delegate or assign its duties under this Agreement without the prior written consent of Gunnison County which consent Gunnison County may withhold in its discretion. Subject to the foregoing, the terms, covenants and conditions of this Agreement shall be binding on the successors and assigns of either party.

13. TERMINATION.

Either party shall have the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days prior written notice to the other. Upon termination, Contractor shall be entitled to compensation for Services performed prior to the date of termination, per the compensation terms outlined in Exhibit A.

14. NOTICES.

Any notice, demand or communication which either party may desire or be required to give to the other party shall be in writing and shall be deemed sufficiently given or rendered if delivered personally or sent by certified first class US mail, postage prepaid, addressed as follows:

Gunnison County:	County Manager Gunnison County 200 E. Virginia Gunnison, Colorado 81230 Phone: 970-641-0248
With a copy to:	Board of County Commissioners of the County of Gunnison, Colorado 200 E. Virginia Gunnison, Colorado 81230
Contractor:	Buttery Agency, LLC PO Box 681 Quechee, VT 05059

Either party has the right to designate in writing, served as provided above, a different address to which any notice, demand or communication is to be mailed.

15. GOVERNING LAW.

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Colorado. Exclusive jurisdiction and venue for any legal proceedings related to this Agreement shall be in the State of Colorado District Court, Gunnison County, Colorado.

16. COUNTERPARTS: FACSIMILE TRANSMISSION.

This Agreement may be executed by facsimile and/or in any number of counterparts, any or all of which my contain the signatures of less than all the parties, and all of which shall be construed together as but a single instrument and shall be binding on the parties

as though originally executed on one originally executed document. All facsimile counterparts shall be promptly followed with delivery of original executed counterparts.

17. ENTIRE AGREEMENT.

This Agreement contains the entire agreement between the parties hereto with respect to the subject matter hereof, and supersedes any and all prior agreements, proposals, negotiations and representations pertaining to the obligations to be performed hereunder.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date above written.

18. PUBLIC RECORD

To the extent not prohibited by state or federal law, this Agreement is potentially subject to public release through the Colorado Open Records Act.

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By: _____
Matthew Birnie, County Manager

ATTEST:
Elizabeth Merse
Deputy Clerk

CONTRACTOR

By: _____ 8-26-20
Buttery Agency, LLC

GUNNISON COUNTY
SEAL
COLORADO

EXHIBIT A

Buttery Agency LLC + GUNNISON County

proposal, V2 SUMMER | 2020

Buttery

Mission Statement

Buttery strives to differentiate itself as an agency by crafting authentic brand stories rather than advertising.

Qualifications

Buttery is a creative agency that partners with established and emerging brands. Our capabilities include brand strategy, identity and messaging, print and digital communications, custom publishing, video and photography production, and social media content.

During the COVID-19 era, Buttery has worked extensively with Gunnison County to help distill their messaging for a wider audience, including the development of infographics and other time-sensitive communications.

Buttery has been working with TAPP (formerly GCBTA) for 5+ years, and is intimately familiar with the culture and community of the Gunnison Valley.

What follows is a brief portfolio of related work.

COVID-19 Infographics

Gunnison County Dept of Health & Human Services

DEPARTMENT OF HEALTH AND HUMAN SERVICES
PUBLIC HEALTH ORDER 4/21/2020

This Order is in effect until midnight Mountain time at the end of April 26, 2020, and is subject to continuing review by the Public Health Director.

BUSINESS PROTOCOLS for **ALL BUSINESSES** permitted to operate
per the April 21, 2020 Gunnison County Public Health ORDER

ORDER EXEMPTIONS: grocery stores, hardware stores, medical service providers, gas stations, and discount department stores. Federal, state, local, and special district facilities, public utilities, and utility service providers.

SOCIAL DISTANCING

WHAT: Social distancing is deliberately increasing the **physical space between people** to avoid spreading illness

WHY: Because COVID-19 is primarily spread by **infected persons coughing and sneezing** droplets into the air, staying **at least six feet away** from other people lessens your chances of catching COVID-19

Source:

https://www.hopkinsmedicine.org/health/conditions-and-diseases/coronavirus/coronavirus-social-distancing-and-self-quarantine

NO AT-RISK EMPLOYEES; NO EMPLOYEES AGE 60+

WHAT: At-risk employees, and **employees 60 and older**, are not permitted in the workplace

WHY: People age **60 and older** are **particularly susceptible** to COVID-19, and run the **highest risk** of hospitalization and death from the virus. Other high-risk people include people with **weakened immune systems**; individuals with **heart conditions**, individuals with **chronic lung conditions** including asthma and **pregnant women**

SCREEN EMPLOYEES FOR COVID-19

WHAT: Conduct **daily verbal or written evaluations of all staff for symptoms** of COVID-19, including but not limited to **fever, fatigue** and **body aches, dry cough, shortness of breath**

WHY: Individuals with symptoms are **contagious**. **Staff evaluations** are critical to **stopping the spread** of COVID-19 to other staff members, customers, and the public at large

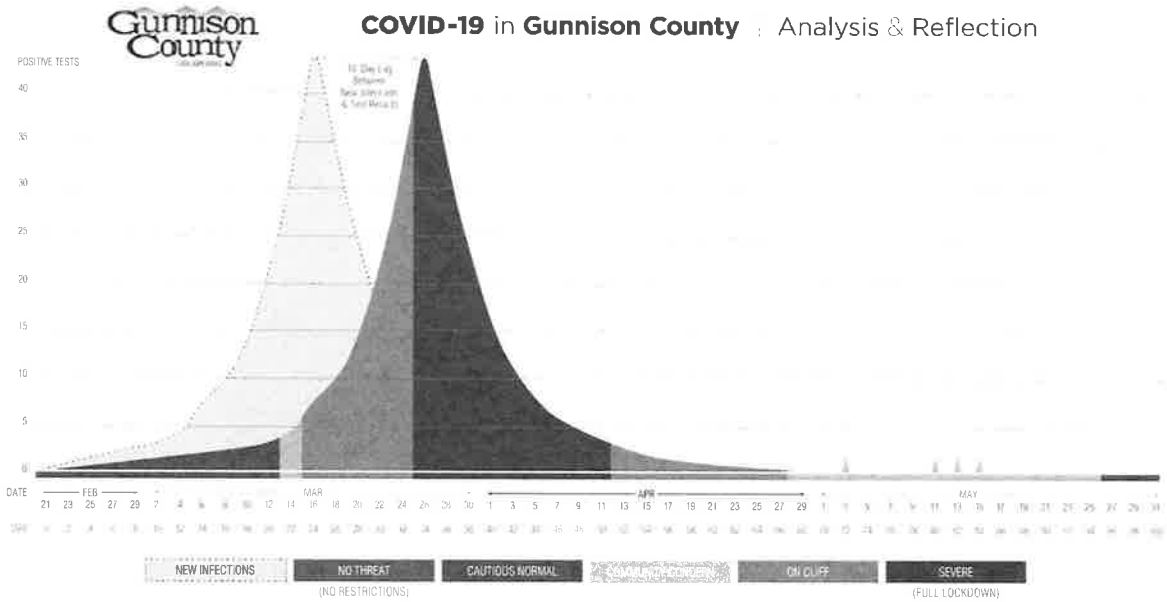
Source:

https://www.cdc.gov/coronavirus/2019-ncov/symptoms-testing/symptoms.html

(continued)

COVID-19 Infographics

Gunnison County



MARCH 9, 2020 – DECLARED EMERGENCY
36 reported symptoms

Events of more than 50 people prohibited

MARCH 16, 2020 – 2nd PHO
No Events of 10 or more
Restaurants & retail pickup/delivery only
No short-term lodging

MARCH 21, 2020 – 3rd PHO
61 total positive tests

MARCH 26, 2020 – 4th PHO
79 total positive tests
No Events of more than (1) person

APRIL 3, 2020 – 5th PHO
96 total positive tests

APRIL 11, 2020 – 6th PHO
100 total positive tests

APRIL 21, 2020 – 7th PHO
101 total positive tests
Elective medical procedures allowed

APRIL 25, 2020 – 8th PHO
103 total positive tests

Phased re-opening of businesses
& services begins

MAY 3, 2020 – 8th PHO
Phased re-opening of businesses & services continues

MAY 13, 2020 – 9th PHO
Phased re-opening of businesses & services continues

MAY 15, 2020 – 9th PHO
Tourism services open to persons in Gunnison County

MAY 27, 2020 – 9th PHO
Tourism services open to public

Steep Thoughts

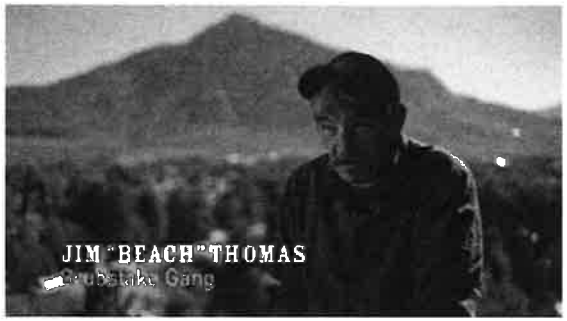
TAPP

One Good Ride Campaign

Online Display + Video Series | TAPP

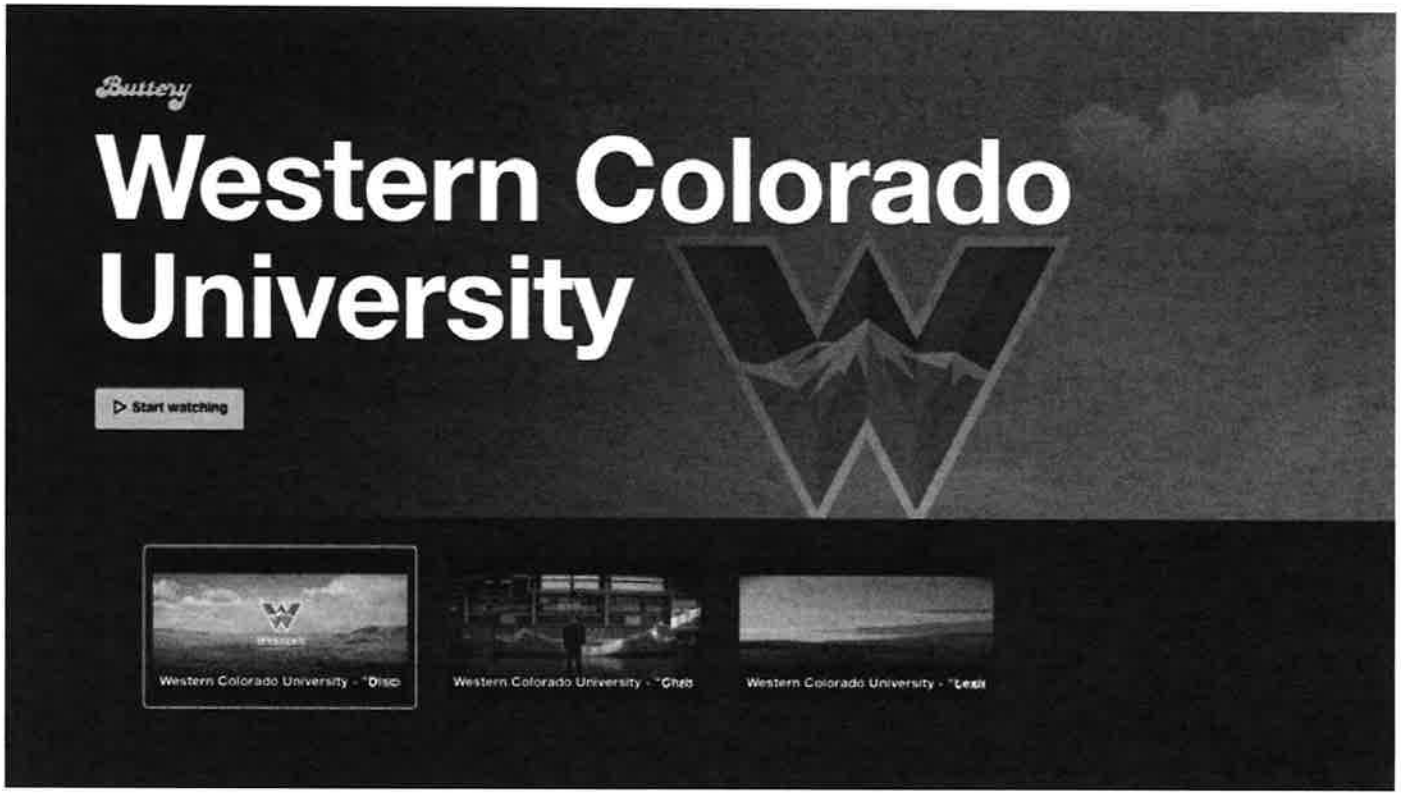
https://vimeo.com/showcase/6380039

Documentary TAPP



Video Series

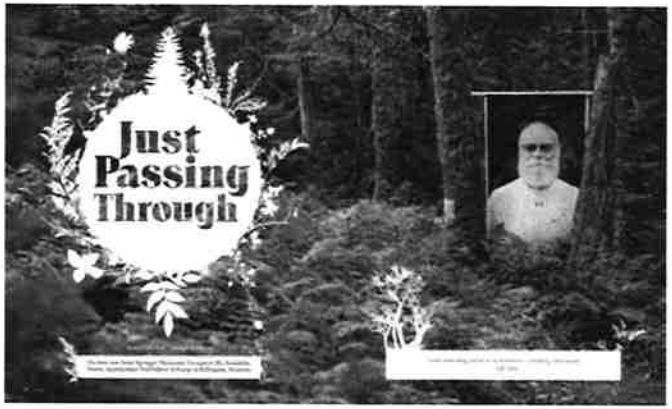
Western Colorado University

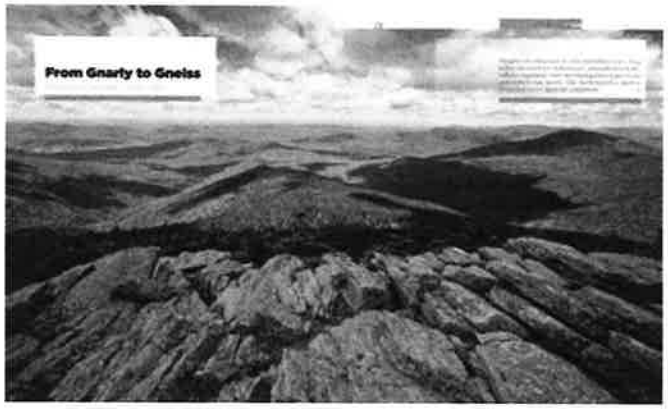


https://vimeo.com/showcase/6209143

4241' Magazine

POWDR / Killington Resort



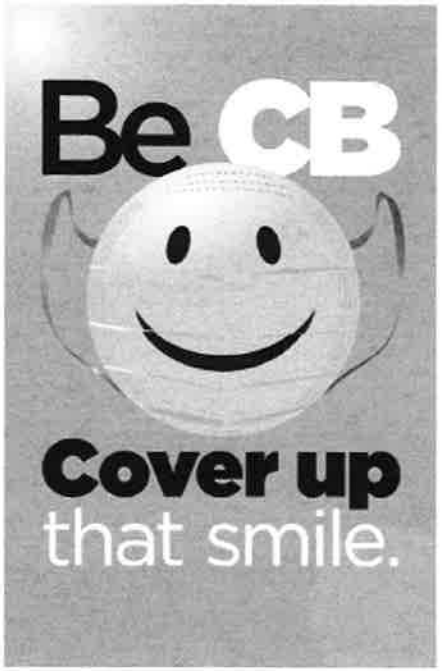


Work (in progress)

Recently, Buttery was approached by the Town of Crested Butte and asked to develop a COVID-19 messaging campaign. We are currently refining the messaging and design per Town's latest feedback.

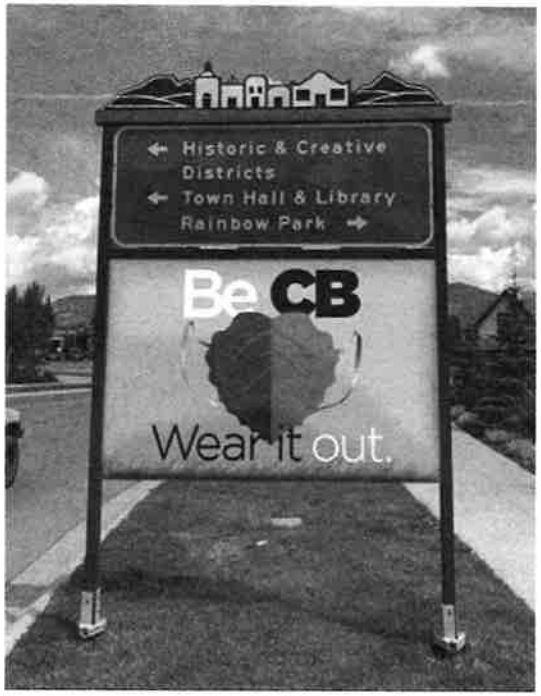
Work (in progress)

First round of campaign comps



Work (in progress)

First round of campaign comps

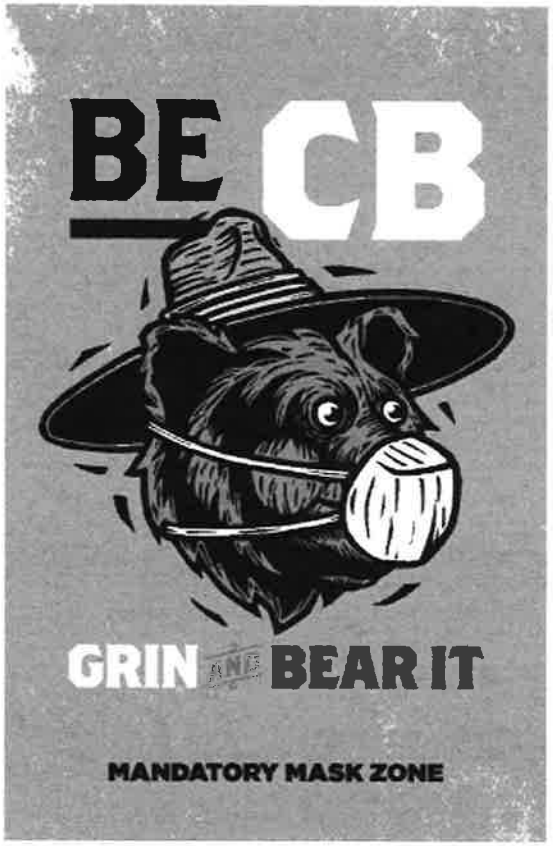


Work (in progress)

For second round of campaign comps / John Fellows / Local Illustrator

Work (in progress)

Second round of campaign comps



Work (in progress)

Second round of campaign comps

Work (in progress)

COVID CRITTERS (very rough comp)

Work (in progress)

COVID CRITTERS (very rough comp)

Messaging

Additional critters for consideration:

BEAR - cuddly yet ornery, feared yet admired

EAGLE - wingspan of 6+ feet, iconic, patriotic

FOX - clever, curious

ELK - community / herds, powerful, majestic

DOG - loyalty, family protector

OWL - wise & formidable

RACCOON - hand washer, built-in mask, scavenger

Coyote - travel in packs, trickster

Deer - graceful, sleek

Bighorn Sheep - burly, majestic

Mountain Lion - predator, stealthy

Hawk - bird of prey

Raven - dark, mysterious, observant

Trout - graceful, elusive, beautiful

Cows - cultural fabric, Western vibe

Horses - cultural fabric, Western vibe

Bees - life force, pollinator, stinger

The Ask

Develop clear, consistent and impactful COVID-19 prevention messaging and projects for Gunnison County.

Engage the valley community, businesses, and visitors to drive voluntary compliance with the wearing of face coverings, social distancing, and enhanced hygiene.

APPROACH & PROCESS

Kickoff & Discovery - (~~$2,000 - $3,000~~ | $750 - $1,500)

The objective of the Discovery phase is to learn more about the most pressing needs and challenges Gunnison County faces regarding Covid-19. The results of this phase will guide our strategy, messaging and design of collateral, online, and social communications.

Activities will include:

1. Interviews with business owners from relevant sectors and necessary town and county officials
2. Demographic research
3. Assessment of similar COVID-19 prevention campaigns
4. COVID-19 transmission and prevention research
5. Development of timeline

Strategy - (~~$2,000 - $3,000~~ | $1,000 - $2,000)

The Strategy phase will allow us to finalize scope of deliverables and develop voicing for all communications in the project.

Activities will include:

1. Discussion of findings with client in Discovery phase
2. Development and finalization of project scope and approach
3. Development of detailed creative concepts
4. Development of language and voicing for communications

APPROACH & PROCESS (continued)

Messaging & Design - (~~$4,000 - $5,000~~ | $2,500 - $3,500)

This is where the magic happens.

Activities will include:

1. Finalizing and unifying language and design of all strategic communications
2. Presentation of creative concepts to Gunnison County representatives
3. Solicitation of feedback on concepts from Gunnison County representatives
4. Presentation of final creative concept & messaging for approval

Project Production - ($TBD - PENDING PROJECT SPECIFICATIONS)

Activities will include:

1. Produce approved creative for proper channels
2. Delivers final files and content to Gunnison County for distribution to businesses and related parties

PROPOSED PROJECTS

COVID-19 Business Resources Book - ($12,000 - $20,000)

A fully designed COVID-19 guidebook developed for Gunnison County businesses. Includes all initial creative and pre-production, design and content development, editing and proofreading. Final produced for digital delivery. Print-ready upon request.

Posters, Signage, Print Ads, Out of Home Placements & Related Collateral -

Given the unknown variables and project specifications at this time, these COVID Campaign projects will be estimated on a per hour production basis, based upon developed campaign creative.

Hourly rate: $100/hour

Video Content - ($13,500 - $22,000)

A collection of (4) :15 video spots produced to drive COVID-19 prevention awareness. These spots will also fulfill creative for the Local TV ads and audio/radio spots.

Audio Content - ($1,000 - $1,600)

A collection of (4) :15 audio spots produced to drive COVID-19 prevention awareness. Creative will draft off Video Content voiceover to maximize campaign cohesiveness and cost-effectiveness.

Social Media Content - ($1,250 - $5,000)

Includes implementation of COVID-19 Campaign creative and strategy, and branded copywriting for all Buttery-produced projects, sponsored posts/ads, and organic content as agreed upon.

PROPOSED PROJECTS (continued)

Copywriting & Copy Editing -

Includes implementation of COVID-19 Campaign creative and strategy, and branded copywriting for all Buttery-produced projects, sponsored posts/ads, and organic content as agreed upon.

Hourly rate: $125/hour

Artwork Licensing - ($750 - $1,500)

The "COVID Critters" illustrations have been developed for, and licensed by, Town of Crested Butte. The artist will need to be paid an additional licensing fee by the county for usage in its campaign.

HOURLY RATES

CREATIVE DIRECTOR $150/hour

WRITER $125

ART DIRECTORS $125/hour

DESIGNERS $100/hour

VIDEO EDITOR $100/hour

PROJECT MANAGER $100/hour

ADDITIONAL COSTS

Additional services and responsibilities not outlined in this proposal and requested by the client, including copywriting, development, content integration, additional naming rounds, additional design directions, templates, site functionalities, presentations, or revisions/revision rounds, will be considered as changes beyond the project scope and will be billed additionally at applicable rates.

Any costs for photography, illustration, printing, fonts, materials (printouts, couriers, expenses), graphics for embedding third-party content, subscription fees for non-standard plugins/tools, fonts, and technical integrations, if needed, are not included above and will be discussed/negotiated as needed based on quantity, size, complexity, style, usage rights, etc.

TERMS & CONDITIONS

1. PAYMENT

Upon approval of this estimate, Buttery will invoice for 20% of total project fees. Subsequent billing will occur at regular intervals throughout the life of the project.

Any balance unpaid within 30 days of date of bill will accrue interest charged at the rate of 1.5% per month (18% per annum). A fee of 50% will be charged if a project is canceled or abandoned by the client once it has begun.

If work completed at cancellation exceeds 50%, the client will be accountable for fees associated with all completed work. If the project is put on hold for more than three months, an additional restart fee of up to 20% of total project fees may be charged when it recommences.

2. OUT OF SCOPE EXPENSES

The fees outlined previously are intended to cover all time spent for meetings, creative work, and project management. Any additional fees–including photography, applicable parking and transportation fees, printing, and courier services–will be negotiated with select vendors as needed based on quantity, size, complexity, etc., and charged separately on a monthly basis as accrued.

Additional services and responsibilities not outlined in this proposal and requested by the client, including additional design directions, presentations, page templates, or revisions will be considered as changes beyond the scope of the project and will be billed additionally.

3. SCOPE & FEE SCHEDULE MODIFICATIONS

It is understood that once these fees are agreed upon, they will be modified only if the project parameters change significantly and only after discussion between the client and Buttery.

NEXT STEPS

REVIEW / APPROVE DIRECTION on current ToCB campaign

DEVELOP full scope of work for GUNNISON COUNTY

DETERMINE final deliverables

FINALIZE complete campaign estimate

Thanks for the opportunity.

Buttery