

ADVERTISING AGENCY AGREEMENT

AdPro, a Colorado Limited Liability Company, whose address is 525 Communication Circle, Colorado Springs, CO 80905 and Huerfano County, by and through its Board of County Commissioners, 401 Main Street, Suite 201, Walsenburg, CO 81089 herein referred to as ("Client") agree as follows: Client employs AdPro as its advertising agency during the period of this Agreement.

Commissions. Client shall pay AdPro, a COMMISSION of 15% of the gross stated rate for all media advertising placed during the term of this Agreement. Plus, Client shall pay AdPro a standard 10% digital management fee for all digital media place during the term of this Agreement. It is agreed that AdPro has the exclusive right to all commissions accruing from advertising it places, manage, or audits for the Client.

Production. Client shall pay the agency for broadcast production, artwork, photography, and all other production on their behalf according to custom bid or rate card. AdPro may include production in their library for use with other clients. It is understood that production and concepts provided by AdPro will be used by Client only in this market. Certain elements may be trademarked or copyrighted by AdPro and remain the property of AdPro. Client shall reimburse AdPro for production, artwork, etc. charged to AdPro by third parties on Client's behalf.

Other Charges. Shoots and other services not in Rate Cards shall be agreed to in advance. Rates are \$150/hr.; 15% commission, 10% digital management fee.

Authorization with Media. Client authorizes AdPro to purchase media in Client's name. Client is ultimately responsible to media for payment of actual, authorized purchases, unless Client has paid AdPro for the media bill. Upon Client's payment to AdPro, AdPro is responsible for payment of media charges incurred on Client's behalf. Should Client place media directly or through another source, Client shall approve and arrange for AdPro to receive duplicate copies of media invoices as they are sent out by the media.

Terms of Payment. Client shall pay each invoice by the last day of two months following the date of AdPro initial billing. If Client defaults under this Agreement, AdPro will be entitled to recover its costs of enforcing this Agreement, including costs and expenses of legal fees.

Agency Liability. AdPro shall use care in production and placement of advertising material. The liability of AdPro and its subcontractors for errors or omissions, if any, shall be the amount of AdPro commissions and production charges for a particular item which caused the damage. Client shall be responsible for compliance with legal requirements in Client's market area. AdPro shall obtain prior client approval of materials before submitting them to the media. AdPro is not able to provide legal advice as it relates to the legality of advertising. AdPro makes no warranty to the legality of advertising placed or produced on behalf of the Client. Client shall indemnify AdPro, its officers, and its subcontractors against all claims by third parties in carrying out the scope of its work. AdPro is not liable for actions of third-party referrals.

Duration. This Agreement is effective as of April 1, 2023 and will go through March 31, 2025. AdPro will provide results reporting monthly and Client shall approve an annual budget each year. Upon termination, Client shall pay AdPro for all amounts accrued during the term of this Agreement.

Authority. Client agrees to provide AdPro with a "Letter of Authority" if required by media partners. Unless otherwise notified in writing, AdPro shall be entitled to rely on the authority of the Client's Manager in regard to all aspects of this Agreement. This Agreement may be amended in whole or in part, only by a written instrument setting forth such changes, signed by all of the parties to this Agreement. This Agreement shall be governed by the laws of Colorado and Client agrees to submit to the personal jurisdiction of Courts in Colorado, and that venue in El Paso County shall be proper.

Severability. If any provision of this Agreement is declared by any court of competent jurisdiction to be invalid for any reason, such invalidity shall not affect the remaining provisions. Such remaining provisions shall be fully severable, and this Agreement shall be construed and enforced as if such invalid provisions never had been inserted in the Agreement.

Complete Agreement. This Agreement contains the complete agreement concerning the subject matter hereof and shall, as of the effective date hereof, supersede all other agreements between the parties, whether oral or written. The parties acknowledge that they have not made any representations with respect to the subject matter of this Agreement, including the execution and delivery hereof, except such representations as are specifically set forth herein, and each of the parties hereto acknowledges that he has relied on his own judgment in entering into this Agreement. The parties hereto further acknowledge that any statement or representation that may have heretofore been made by either of them to the other is of no effect and that neither of them has relied thereon in connection with his dealings with the other.

DATED this April 1, 2023

CLIENT:

AdPro

Huerfano County Government,

By: _____
Camille Blakely

By: _____
John Galusha

Title: President

Title: Chair, Board of County Commissioners



Huerfano County Budget Structure

RETAINERS

TOURISM \$2,895/MO.

Account services, work with CTO, research and invoice reconciliation \$1,125/mo.

Website maintenance and updates \$125/mo.

Concepting and copywriting \$300/mo.

- Newsletters, website copy, direct mail pieces, flyers and brochures
- Radio and TV commercials

Newsletter development and deployment \$300/mo. for monthly newsletter

Organic social \$595/mo. for three to four posts per week Instagram and Facebook

Public relations \$450/mo.

- Respond to media requests
- Announce events in the county
- Proactive tourism press releases
- Provide reporting on earned media

COUNTY \$2,045/MO.

Account services, research and invoice reconciliation \$375/mo.

Website maintenance and updates \$125/mo.

Concepting and copywriting \$300/mo.

- Newsletters, website copy, direct mail pieces, flyers and brochures
- Radio and TV commercials

Newsletter development and deployment \$100/mo., sent quarterly or \$300 per quarter

Organic social \$695/mo. for three to four posts per week Instagram, Facebook and Twitter

Public relations \$450/mo.

- Respond to media requests
- Announce events in the county
- Media training for County Commissioners
- Provide reporting on earned media

TOTAL RETAINERS \$4,940 PER MONTH

\$59,280 TOTAL RETAINERS FOR THE YEAR

ONE TIME FEES

STRATEGIC PLANNING

- County Strategic Plan \$1,500
- Tourism Strategic Plan \$1,500
- Both county and tourism strategic planning includes:
 - One-on-one interviews
 - Strategic planning session
 - Development of strategic marketing and communications plan



- Create yearly flowchart

COUNTY NEWSLETTER DEVELOPMENT

\$750 for designing the newsletter template and develop a comprehensive content strategy for the new newsletter

TOTAL ONE TIME FEES FOR THE YEAR \$3,750

A LA CARTE SERVICES

CREATIVE SERVICES

- Graphic design \$150/hr.
- Website design \$150/hr.
- Website development and build per project bid

IN-HOUSE PRODUCTION SERVICES

Radio commercial 60 second \$995 per spot (includes voice talent)

Radio commercial 30 second \$795 per spot (includes voice talent)

Television commercial 30 second \$1,995 per spot (includes voice talent)

Television cutdowns :15, :06, and :05 seconds \$100 per cutdown (horizontal or vertical format)

Studio shoots per project bid

Location shoots per project bid

Drone shoots per project bid

DATABASE MARKETING

Direct mail coordination \$150/hr.

Campaign testing \$150/hr.

GRANT WRITING AND EDITING

Grant writing \$150/hr.

Grant editing \$125/hr.

ESTIMATED TOTAL AL A CARTE SERVICES NEEDED THROUGHOUT YEAR \$8,000

(NOTE DOES NOT INCLUDE VIDEO SHOOT)

MEDIA SERVICES

MEDIA AND DIGITAL SERVICES

All traditional and digital media purchased includes 15% standard commission

Digital media is 15% commission + 10% management fee

CURRENT ESTIMATED AVAILABLE MEDIA SPEND \$15,970 FOR TOURISM SEASON

TOTAL BUDGET \$87,000