



June 8, 2012

Mr. Bob Blodgett
Manager
Parker-Jordan Metropolitan District
8390 East Crescent Parkway, Suite 600
Greenwood Village, Colorado 80111

**RE: Parker Jordan Metropolitan District
Letter of Agreement**

Dear Bob:

Rick Kron has suggested that clarifications would be appropriate for the Letter of Agreement with this firm, so that the District Board is more comfortable in engaging us for the planning and execution of the August 4 Grand Opening event.

Specifically, with regard to the Letter of Agreement dated May 30, 2012, we hereby provide the following clarifications, at no cost, at the request of the Client:

Paragraph III. The following two sentences are added to the end of Section III:

Notwithstanding the foregoing, to the extent that the Client, the City of Centennial, Arapahoe County, or others perform a portion of the Scope of Work, then Webb PR shall make an equitable reduction of its fees and scope to avoid unnecessary duplication of costs and effort. Webb PR will attempt to determine after the first planning meeting if either the City of Centennial or Arapahoe County want to accept a broader role in the effort.

Paragraph IV. Notwithstanding the 30-day time period allowed in this paragraph IV, the wrap-up report and all work will be completed on or before Aug. 10, 2012.

Paragraph VIII. Notwithstanding any provision of this paragraph VIII to the contrary, indemnification by the District, if any, shall be as limited by Colorado law.

Paragraph VIII. Webb PR shall maintain professional liability insurance during the term of the Contract.

Please let me know if we can be of further assistance.

Sincerely,

Pete Webb
Principal and Partner

CONTRACT FOR PROFESSIONAL SERVICES

I. PARTIES. This Contract for Professional Services ("Agreement") is dated the 30th day of May, 2012 by and between Peter Webb Public Relations, Inc. ("Webb PR"), a Colorado corporation, Parker Jordan Metropolitan District a Colorado Title 32 Special District. Said parties are hereinafter singularly referred to as "Party" and collectively referred to as "Parties."

II. DUTIES. As public relations consultant, Webb PR will work, subject to Client's direction, on public and community relations services and event management of the dedication of the Parker Jordan Centennial Open Space on August 4, 2012.

III. CONSIDERATION. For providing these services, Webb PR will charge according to the May 29, 2012, Public Relations proposal to Parker Jordan Metropolitan District. Notwithstanding the foregoing, to the extent that the Client, the City of Centennial, Arapahoe County, or others perform a portion of the Scope of Work, then Webb PR shall make an equitable reduction of its fees and scope to avoid unnecessary duplication of costs and effort. Webb PR will attempt to determine after the first planning meeting if either the City of Centennial or Arapahoe County want to accept a broader role in the effort.

IV. TERM AND TERMINATION. The term of this Agreement is an on-going and "as needed" agreement. It is understood and agreed that this Agreement may be terminated by either Party upon thirty (30) days written notice. If this should occur, such termination notice shall not affect Webb PR's obligation to continue to act as Client's public relations counsel or Client's obligation to pay Webb PR's fees and expenses for work in progress during the 30-day period following notice of termination. Within thirty (30) days of the termination of this Agreement, Webb PR shall return to Client the originals of any document which Client has identified to Webb PR as containing confidential information. Notwithstanding the 30-day time period allowed in this paragraph IV, the wrap-up report and all work will be completed on or before Aug. 10, 2012.

V. PERSONNEL. The fees charged to Client by Webb PR pursuant to this Agreement are intended to cover the cost of all reasonable and necessary professional, secretarial and support services, an overhead factor and a profit allowance. This account will be supervised by Peter Webb and managed by an account manager. Reasonable and necessary Webb PR staff members may be employed at varying points throughout the provision of services under this Agreement depending upon projects or assignments underway. The Webb PR staff includes public relations professionals with differing degrees of experience and areas of special knowledge. In servicing Client's account, Webb PR reserves the right to assign its personnel in any reasonable and necessary combination believed in good faith by Webb PR to be the most efficient and economical for Client.

VI. EXPENSES. The Webb PR fee covers account time. Authorized expenses such as printing, production, photography, costs for traveling outside the Denver metro area, and electronic and video clipping services are itemized and billed monthly by Webb PR. Other expenses such as postage, photocopies, mileage or travel within the Denver metro area, long distance and cellular telephone calls, express and messenger services, broadcast facsimile services, in-house press clipping service, and other necessary monthly out-of-pocket expenses are included in a client service fee set at 10% of hourly fee billings. Webb PR will not incur any major expenses exceeding \$500 each on Client's behalf without prior approval, and will obtain competitive bids on major production items. Client may be required to advance monies, as necessary, for production costs and advertising placement.

VII. MONTHLY REPORTS AND STATEMENTS. A detailed report of the various activities carried out for Client will accompany Webb PR's itemized monthly statement for services and expenses. Webb PR statements are issued by the fifth (5th) day of each month and are payable upon receipt. If payment is not made within thirty (30) days from the date of the statement, Client shall pay Webb PR interest at the rate of 18% per annum on the unpaid balance, from the date of the statement to the date payment is received by Webb PR, plus all reasonable costs and expenses of collection on the unpaid balance, including reasonable attorney's fees.

VIII. INDEMNIFICATION. In providing services pursuant to this Agreement, Webb PR agrees to use and rely on information, representations, reports or data furnished by Client. Webb PR has no responsibility to determine the accuracy or truthfulness of any such information. Moreover, Client agrees to protect, defend, hold harmless and indemnify Webb PR from and against all losses, claims, damages or liabilities which may be asserted against Webb PR which arise out of Webb PR's reliance upon and authorized use of such information, representations, reports or data. Notwithstanding any provision of this paragraph VIII, indemnification by the District, if any, shall be as limited by Colorado law.

Webb PR agrees to protect, defend, hold harmless and indemnify Client from and against all losses, damages or liabilities which may be asserted against Client and which arise out of Webb PR's negligence or recklessness, but such indemnity shall not exceed the amount which Webb PR receives under this Agreement as compensation for services provided.

Further, Webb PR shall maintain professional liability insurance during the term of the Contract.

IX. CONFIDENTIAL INFORMATION. In connection with its duties pursuant to this Agreement, Webb PR recognizes and acknowledges that it may have access to confidential and proprietary information of Client and that such information constitutes valuable, special and unique property of Client. Webb PR will not use such information for its own benefit outside this Agreement or disclose any such confidential and proprietary information to any person or firm, city, corporation or other entity for any reason or purpose whatsoever other than to authorized agents and other necessary parties (who agree to hold such information in confidence), or as required by law or regulation, without the prior written permission of Client, and will use such information only for the purpose of completing the tasks contemplated by this Agreement and as necessary to comply with federal, state or local laws or regulations.

X. PARTIES' RELATIONSHIP. At all times throughout the Term of this Agreement, Webb PR is acting as an independent contractor, free from the control, direction or supervision of Client and is not an employee of Client. Any persons engaged by Webb PR in the performance of its duties hereunder are solely the employees of Webb PR. Any dispute between the Parties shall be resolved through mediation or arbitration by a mutually agreeable arbitrator designated by the American Arbitration Association.

XI. NOTICES. Any notice required or desired to be given hereunder shall be in writing and shall be considered effective when delivered, if by personal delivery, upon receipt. If notice is sent by e-mail or facsimile on a business day before 5:00 p.m., recipient time, which e-mail or facsimile has been telephonically confirmed, notice is considered effective upon telephonic confirmation. If notice is sent by e-mail or facsimile after 5:00 p.m. on a business day or on any non-business day, said notice shall be deemed received on the next business day. If sent by certified mail, return receipt requested, notice shall be deemed received upon first attempted delivery, addressed as follows:

Peter J. Webb, President
Peter Webb Public Relations, Inc.
6025 S. Quebec Street, Suite 360
Centennial, CO 80111
Facsimile: 303/796-0440
Email: pete@webbpr.com

Bob Blodgett
Parker Jordan Metropolitan District
8390 East Crescent Parkway, Suite 600
Greenwood Village, CO 80111
Facsimile: 303-779-0348
Email: bob.blodgett@cliftonlarsonallen.com

XII. ASSIGNMENT. The rights and obligations of the Parties hereto shall not be assignable without the written consent of the other party. This Agreement shall be binding and shall inure to the benefit of the Parties hereto and their respective successors and assigns.

XIII. MODIFICATION. No subsequent modification of any term(s) of this Agreement shall be valid, binding upon the Parties hereto, their successors and assigns, or enforceable unless made in writing and signed by the Parties.

XIV. COMPLETE AGREEMENT. This Agreement constitutes the entire contract between the Parties relating to the subject hereof and prior agreements pertaining hereto, whether oral or written, are merged and integrated into this Agreement.

XV. ACCEPTANCE. Upon signature by the Parties' representative as provided for below, this Agreement shall become effective pursuant to Section IV herein.

"Webb PR"
PETER WEBB PUBLIC RELATIONS, INC.
6025 S. Quebec Street, Suite 360
Centennial, CO 80111

By: 

Peter J. Webb, President

Date: _____

Phone: 303/796-8888
Fax: 303/796-0440
E-mail: pete@webbpr.com
Federal Tax ID No.: 84-1309094

"Parker Jordan Metro District"
PARKER JORDAN METROPOLITAN DISTRICT
8390 East Crescent Parkway, Suite 600
Greenway Village, CO 80111

By: 
Title: Manager PREG

Date: 6/18/2012

Phone: 303-265-7883

Fax: 303-779-0348

E-mail: bob.blodgett@cliftonlarsonallen.com

Federal Tax ID No.: 84-1567986



MEMO

DATE: May 29, 2012
TO: Parker Jordan Metropolitan District
FROM: Webb PR
RE: Parker Jordan Centennial Open Space Grand Opening
Public Relations Proposal

The Webb Approach

Communications strategy is where it always begins at Webb PR. We think through the challenges from a wide variety of angles and use the basis of our experience, and our knowledge of what works to adapt to your situation. Fine-tuning the work to stretch the budget is also always top of mind. It's fun, it's invigorating, it's what we do.

But, even the best strategy will not be implemented for success without practical steps. At Webb PR, we:

- Work with the client to create realistic timelines and deadlines
- Compile comprehensive task list spreadsheets to stay on track
- Implement accounting procedures to stay on budget
- Build in metrics to measure the success of the campaign or project

Our goal is to collaborate with you. We always follow through to make sure the job gets done.

Our experience

Webb PR is uniquely positioned to assist Parker Jordan Metropolitan District (PJMD) with its outreach efforts for the Parker Jordan Centennial Open Space Grand Opening on August 4, 2012.

We currently represent a number of special districts including East Cherry Creek Water, Arapahoe County Water and Wastewater Authority, Eagle River Fire Protection District, Eagle County Ambulance District, and Western Eagle County Ambulance District, Willows Water District, South Suburban Parks and Recreation District, and Apex Parks and Recreation District. Webb PR also works with the Special District Association of Colorado. In addition, our principal, Peter Webb, has 17 years of experience in serving on special district boards, having just concluded eight years on South Metro Fire Rescue (two as chairman), in which he was involved in the South Metro/Parker merger, and 11 years on the Littleton Fire Protection District board. He was a board member of the Special District Association of Colorado for nine years, and served his last three years as chairman.

Goals

Upon meeting with Parker Jordan Metro District, Webb PR identified three main goals for the Grand Opening Celebration:

- Widespread attendance by major stakeholders and community surrounding open space
- Recognition by PJMD's partners and surrounding government entities of the value and importance of the project

- News coverage by local media outlets Centennial Citizen, Parker Chronicle, Aurora Sentinel and major Denver media outlets (KUSA, KCNC, KMGH, KDVR/KWGN, Denver Post)
- Public educational outreach to encourage community to use open space amenities

Planning

Webb PR will coordinate with a committee made up of members from the Parker Jordan Metropolitan District, Arapahoe County, the city of Centennial and Tagawa Gardens to plan and carry out a Grand Opening event for the Parker Jordan Centennial Open Space project. There are several different tactics Webb will take into consideration for this project including event execution, media coordination and community engagement at the event.

Webb PR will work with event staging companies such as Fastlane or Richter Scale to provide audio set-up at the event, along with any staging materials (i.e. tent) from vendors such as Butler Rents or Chair Rental and perhaps a balloon arch supplier, as discussed in our initial planning meeting. Webb PR will need to work with Tagawa Gardens on establishing areas for parking for event attendees.

We will also need to settle on whatever handouts or printed materials are needed for the event. We especially engage a durable, reusable trail map of the open space environs, as well as a printed program for the day of the event. Coordination with Dan Sheldon to determine what the architectural design firm is capable of producing will be important.

Engagement

One goal identified by PJMD was to encourage participation by the surrounding neighborhoods in the District. Webb PR recommends holding a 5K walk/run before the event. Webb PR would reach out to neighborhood Homeowner's Associations (HOAs) to invite the community. We would also position a story in the local papers and the Denver Post's Centennial Your Hub edition a few weeks ahead of the event to encourage participation. Webb PR would reach out to community businesses for partnerships for the race. Some suggestions include Parker Adventist Hospital (Centura Health) and Tagawa Gardens.

Execution

Webb PR recommends getting started with execution immediately by organizing a planning committee that is able to meet weekly or biweekly leading up to the event. The first step would be sending "Save the Dates" to key stakeholders of the project by mid-June. This will help to encourage participation to the event. Another key community to invite to the event is neighbors to the project. Webb PR recommends inviting these communities through the surrounding HOAs, as well as reminders in the weekly newspapers.

Earned media execution needs to take place weeks before the event with placements in the Denver Post's Your Hub, the Centennial Citizen and other local papers identified by the planning committee. This will help to drive our audience to the event. An additional news release will be distributed through mediaRICH, a Webb PR multi-media release platform, which can be used to distribute video the day of the event for those outlets not able to attend due to a shortage of newsroom staff on weekends. Webb PR will gather video footage of the site a few weeks in advance to be used in the mediaRICH distribution. A full outline of the project schedule has been outlined in the attached schedule.

We will need to determine the exact lineup of the dedication ceremony itself, as to who has a speaker role, a master of ceremonies, and whatever "special recognition" needs to be included.

A Webb PR manager, Jen Holliman, will be the direct point of contact during the planning process. She will be assisted by an account coordinator Sarah Gianti, for logistics and vendor contacts. Pete Webb will be involved in the planning, as well as identifying the local government contacts that should have a role in the dedication ceremony.

Budget & Next Steps

Webb PR recommends a budget of \$14,000 in professional fees, or about \$7,000 per month for the planning steps leading up to the project, and an additional \$2,500 for managing the event and coordinating media on the day of the event. Hard costs not included in the public relations fees include staging equipment through Fastlane or Richter Scale, tent rentals through Butler Rents catering for refreshments, any fees associated with shuttles for parking lots on the day of the event, printing/design of outreach materials, photographer/videographer fees and hard costs associated with the 5K, such as t-shirts, prizes and staging expenses. Webb PR recommends soliciting partnerships to help offset costs of the 5K.

We look forward to working with you. Please let us know what you would like to get started on right away, so we can move forward planning this project.

JLH: PJW

