CITY OF Grand Junction COLORADO

Please send the invoice for this order to the address shown. Failure to use our order number on any documentation pertaining to this order may result in return of shipment or delayed payment.

Supplier:

Fluegge Consulting
10662 Spinnaker Way
Longmont, CO 80504

Ship To:

740 Horizon Drive
GRAND JUNCTION, CO 81506
UNITED STATES

Bill To:

City Hall
250 N 5th Street
GRAND JUNCTION, CO 81501
UNITED STATES

SUPPLIER #: 10967
FAX#:
EMAIL:

Order Number	Order Date
GJPO101057	01/28/2026

SOLICITATION #: NOTES: Award for Contract 5689-26-KF	Fluege Consulting, LLC. - Meta Advertising Strategy, Creation and Execution - 1/1/2026 - 12/31/2026.

Tax Terms			*For the tax-exempt purchase, Grand Junction's tax ID is 84-6000592* *All Library Purchases are Tax Exempt - Tax ID 98-03544*		
Requestor kimm@gjcity.org			Phone 1-970-256-4050	Net Terms Net 30	Date Required 01/06/2026
QUANTITY	**UNIT**	**ITEM**	**DESCRIPTION**	**UNIT PRICE**	**EXTENDED PRICE**
			Fluege Consulting, LLC. - Meta Advertising Strategy, Creation and Execution - 1/1/2026 - 12/31/2026.		10,800.00
				Total	10,800.00

Approved:

For Purchase Order Terms and Conditions, please visit www.gjcity.org, and select the Purchasing Division information page

Docusign Envelope ID: EC9FEC76-C1B8-440A-AD74-D79A6FE1E314

CITY OF Grand Junction COLORADO
PURCHASING DIVISION

CITY OF GRAND JUNCTION, COLORADO

****

CONTRACT

This Contract is made and entered into this 26th day of January 2026, by and between the **City of Grand Junction**, Colorado, a government entity in the County of Mesa, State of Colorado, hereinafter in the Contract Documents (the "City" or "Owner"), and **Fluegge Consulting, LLC** ("Consultant").

WITNESSETH:

WHEREAS the Owner and Consultant have conferred and mutually outlined the services required, as set forth in the Contract Documents, referred to herein as **Meta Advertising Strategy, Creation and Execution 5689-26-KF**.

WHEREAS, the Owner has awarded the contract to the above-named Consultant, and said Consultant is now ready, willing, and able to provide the Service(s) specified under the Contract Documents.

NOW, THEREFORE, in consideration of the compensation to be paid to the Consultant, the mutual covenants hereinafter set forth and subject to the terms hereinafter stated, it is mutually covenanted and agreed as follows:

ARTICLE 1

Contract Documents: It is agreed by the Parties hereto that the following list of instruments, and documents which are attached hereto, bound herewith, or incorporated herein by reference constitute and shall be referred to either as the "Contract Documents" or the "Contract", and all of the said instruments, and documents taken together as a whole constitute the Contract between the Parties hereto, and they are fully a part of this agreement as if they were set out verbatim and in full herein:

The order of contract document governance shall be as follows:

a. The body of this Contract Agreement.
b. Owner's General Terms and Conditions #5689-26-KF.
c. Service Change Requests (directing changed service(s) to be performed).
d. Change Orders.
e. Amendments.

Docusign Envelope ID: EC9FEC76-C1B8-440A-AD74-D79A6FE1E314

ARTICLE 2

Definitions: The Owner's General Terms and Conditions apply to the terms used in the Contract and the Contract Documents.

ARTICLE 3

Contract Service(s): The Consultant agrees to furnish all labor, materials, equipment, and professional services necessary to perform digital advertising and management on Meta Platforms.

The Consultant shall provide comprehensive Meta advertising services encompassing strategy, creation, management, and ongoing optimization of paid advertisements on Meta platforms. Services include copywriting, content pairing, audience research, and strategic planning to support campaign objectives. Services shall also include consultation with City staff and coordination with contractors, as well as participation in meetings or calls, as needed to support the effectiveness of ongoing campaigns and ensure alignment with Visit Grand Junction objectives.

All Services shall be performed in accordance with the Contract Documents. The Consultant shall be responsible for any incidental expenses necessary to complete the tasks associated with the Services described herein, unless otherwise specified.

ARTICLE 4

Contract Time: Adherence to the timeline is imperative for the fulfillment of this Contract. The Consultant hereby commits to initiating the provision of the Service(s) stipulated herein upon the full execution of this Contract and undertakes to complete and deliver the Service(s) on or before **December 31, 2026**, unless otherwise modified by a duly executed Amendment.

ARTICLE 5

Contract Price and Payment Procedures: The Consultant shall accept, as full and complete compensation for the performance and completion of all the Services specified in the Contract Documents, a total not exceeding **Ten Thousand Eight Hundred Dollars and 00/100 ($10,800.00)** (Contract Price).

This amount is all-inclusive and represents the maximum compensation for the Contract. The Grand Junction City Council has duly appropriated and authorized the Contract Price for the use and benefit of the Services described herein. The Contract Price shall not be modified or adjusted except through the execution of a duly authorized **Amendment** or other written directive issued by the Owner in accordance with the terms of this Contract.

Docusign Envelope ID: EC9FEC76-C1B8-440A-AD74-D79A6FE1E314

No Change Order or written directive that would increase the total amount payable to the Consultant under this Contract shall be issued unless and until the Owner provides the Consultant with written assurance that lawful appropriations sufficient to cover the costs of such additional Services have been made. The Consultant acknowledges and agrees that it shall not be entitled to payment for any work or services performed in excess of the Contract Price without prior written authorization and appropriation by the Owner. This is a not-to-exceed contract based on the estimated annual amount outlined in the Scope of Services.

ARTICLE 6

Contract Binding: The Owner and the Consultant each bind itself, its partners, successors, assigns, and legal representatives to the other party hereto in respect of all covenants, agreements, and obligations contained in the Contract Documents. The Contract Documents constitute the entire agreement between the Owner and the Consultant and may be altered, amended, or repealed only by a duly executed written instrument. Neither the Owner nor the Consultant shall, without the prior written consent of the other, assign or sublet in whole or in part its interest under any of the Contract Documents. Specifically, the Consultant shall not assign any monies due or to become due without the prior written consent of the Owner.

ARTICLE 7

Severability: If any part, portion, or provision of the Contract shall be found or declared null, void, or unenforceable for any reason whatsoever by any court of competent jurisdiction or any governmental agency having the authority thereover, only such part, portion, or provision shall be affected thereby and all other parts, portions, and provisions of the Contract shall remain in full force and effect.

ARTICLE 8

Contract Term and Renewal: The Contract shall become effective upon execution by both Parties and shall remain in effect through **December 31, 2026**, unless otherwise terminated or amended in accordance with the Contract Documents.

At the City's sole discretion and subject to mutual written agreement, this Contract may be renewed for up to **three (3) additional one-year terms**, contingent upon the Consultant's satisfactory performance and the annual appropriation of funds by the Grand Junction City Council.

Unless otherwise modified by a duly executed Amendment, all terms, conditions, and pricing provisions in the original Contract shall remain in effect during any renewal period.

ARTICLE 9

Docusign Envelope ID: EC9FEC76-C1B8-440A-AD74-D79A6FE1E314

Modification of Scope During Renewal Terms: During any renewal process, the Parties may mutually agree to revise the scope of services, provided such changes are made by written Amendment in accordance with the Contract Documents.

IN WITNESS WHEREOF, City of Grand Junction, Colorado, has caused this Contract to be subscribed and sealed, and attested on its behalf; and the Consultant has signed this Contract on the day, and the year first mentioned herein.

The Contract is executed in two counterparts.

CITY OF GRAND JUNCTION, COLORADO

DocuSigned by:
By: Duane Hoff Jr. 9F789E7D50F14BC... _____ 1/28/2026

Duane Hoff Jr., Contract Administrator Date

Fluegge Consulting, LLC

Signed by:
By: David Fluegge 35B8D35EC9BE48B... _____ 1/28/2026

David Fluegge, Owner Date

Docusign Envelope ID: EC9FEC76-C1B8-440A-AD74-D79A6FE1E314

CITY OF Grand Junction COLORADO
PURCHASING DIVISION

Professional Services #5689-26-KF

Section 1.0: General Contract Terms and Conditions

1.1. **Americans with Disability Act (ADA) Compliance Mandate:** Following HB21-1110, all documents produced, delivered, or exchanged under this Contract must adhere to the provisions outlined in §§24-85-101, C.R.S., and subsequent sections, as well as the Accessibility Standards for Individuals with a Disability, as established by the Office of Information Technology under section §24-85-103 (2.5), C.R.S. Additionally, all documents must align with the State of Colorado's technology standards related to accessibility, including Level A.A. compliance with the current version of the Web Content Accessibility Guidelines (WCAG) as incorporated into the State of Colorado's technology standards.

1.2. **The City:** For purposes of these Terms and Conditions, the term "City" refers to the City of Grand Junction, Colorado, a municipal corporation, acting through its authorized representative(s).

1.3. **Compliance:** By executing the Contract, the Consultant acknowledges and agrees to comply with all applicable terms, conditions, and requirements set forth or incorporated by reference herein. In the event of any conflict, ambiguity, or omission in the City's Terms and Conditions or within the Contract documents that may affect the Consultant's understanding of its obligations, it is the Consultant's responsibility to seek clarification from the City prior to proceeding. Failure to request such clarification shall not relieve the Consultant of its responsibility to perform in full compliance with the Contract.

1.4. **Controlling Authority:** The 2024 version of the City Procurement Policy shall govern and control all aspects of the Contract.

1.5. **Public Disclosure Notice:** Pursuant to the Colorado Open Records Act (CORA), all materials submitted in response to the Contract shall be considered public records and may be subject to public disclosure, except for information specifically designated as confidential, proprietary, or trade secret by the Consultant, and only to the extent permitted by law.

Upon award and execution of a contract, the Consultant's proposal (Scope of Work) shall be available for public inspection in accordance with CORA and upon receipt of an Open Records Request.

Public disclosure is also subject to CORA's applicable provisions if the resulting project or service is canceled.

1.6. **Public Disclosure Record:** If the Consultant knows its employee(s) or subcontractors have an immediate family relationship with a City employee or elected official, the Consultant must provide the Purchasing Division with the name(s) of that/those individual(s). The individual(s) must file a "Public Disclosure Record" and/or a statement of financial interest before conducting business with the City.

Docusign Envelope ID: EC9FEC76-C1B8-440A-AD74-D79A6FE1E314

1.7. Collusion Clause: The Consultant certifies that it has not been involved in any collusive action(s) or activity(ies) that violate applicable federal or state antitrust laws, rules, or regulations in connection with this Contract. If collusion is discovered at any stage of performance, the City reserves the right to terminate this Contract immediately and to pursue all available legal remedies. At its discretion, the City may disqualify the Consultant from consideration for future contracts.

1.8. Gratuities and Kickbacks: The Consultant certifies that no gratuities, kickbacks, or contingent fees have been or will be offered, solicited, or paid in connection with this Proposal or any resulting Contract. This includes, but is not limited to, the offering or payment of commissions, gifts, or other considerations contingent upon a Contract's award. If the Consultant breaches this certification, the City reserves the right to terminate the Contract immediately without liability and may pursue all available legal remedies.

1.9. Ethics: No Consultant shall offer, give, solicit, or accept gifts, favors, or anything of value to or from any employee, official, or agent of the City that could influence, or appear to influence, the procurement process. Additionally, the Consultant(s) shall not enter into any business arrangement or financial relationship with any such individuals that may create a conflict of interest or undermine public trust. Any violation of this provision may result in disqualification from consideration, contract termination, and potential legal consequences.

1.10. Contract Documents: The Contract Documents include the Consultant's submitted proposal and supporting documents, and any negotiations when formally accepted by the City and memorialized by written agreement. These documents collectively constitute a binding and enforceable Agreement ("Contract") between the City and the Consultant upon acceptance. The Contract represents the entire and integrated agreement between the City and the Consultant ("Parties") and supersedes all prior negotiations, representations, or agreements, whether written or oral. Any modifications or amendments to the Contract must be made through a duly executed Change Order or Contract amendment. *Renewal terms, if applicable, are governed by the provisions of the executed Contract.*

1.11. Taxes: The City is exempt from State, County, and Municipal Taxes and Federal Excise Taxes; therefore, all fees shall not include taxes.

1.12. Sales and Use Taxes: The Consultant and all subcontractors must obtain sales and use tax exemption certificates from the Colorado Department of Revenue. Proposals shall reflect the removal of Sales and Use Tax on materials, fixtures, and equipment.

1.13. Federal Taxpayer Identification Certificate: A Consultant new to conducting business with the City must furnish a completed standard "Federal Taxpayer Identification Certificate (W-9)" before the Contract is executed. Additionally, the City reserves the right to request a current W-9 from established business relationships as necessary.

1.14. Execution, Correlation, Intent, and Interpretations: The Contract Documents shall be signed by the City and the Consultant. By executing the Contract, the Consultant represents that it has familiarized itself with the conditions under which the Services shall be performed and correlated its/his/her observations with the requirements of the Contract Documents. The Contract Documents are complementary, and what is required by

Docusign Envelope ID: EC9FEC76-C1B8-440A-AD74-D79A6FE1E314

anyone shall be as binding as if required by all. The Contract Documents intend to include all labor, materials, equipment, services, and other items necessary for the proper execution and completion of the Scope of Services as defined in the specifications contained herein.

1.15. Responsibility for those Performing the Services: The Consultant is fully responsible for the actions and omissions of its/his/her employee(s), subcontractors, and any other individual(s) performing any of the Services under the Contract.

1.16. Payment & Completion: As stated in the Contract, the Contract Sum represents the total amount payable by the City to the Consultant for performing the Services under the Contract. Upon completion of the required deliverables, the Consultant shall submit a written notice confirming readiness for final inspection and a detailed invoice for payment. The City's Project Manager will promptly conduct an inspection, and when the Service(s) are found in compliance with the Contract and satisfactorily completed, payment shall be processed as outlined in the Contract Documents.

Partial payments may be issued based on the Consultant's progress and completion of work, as documented in a detailed invoice. The invoice must accurately reflect the extent and cost of the Services performed under the Contract.

All Services provided by the Consultant shall adhere to generally accepted professional practices and maintain a level of competency consistent with industry standards for similar Services. Additionally, all Services must fully comply with applicable laws, ordinances, and regulations.

1.17. Changes in the Service(s): The City may request changes to the Services within the general scope of the Contract, including additions, deletions, or other modifications. Such changes shall not invalidate this Contract but may require an adjustment to the Contract sum or Contract time.

No change shall be considered authorized, approved, or binding until both Parties fully execute a written Change Order. The Consultant shall not proceed with any changes until the Change Order is fully executed.

All changes must be authorized by a written Change Order, signed by both Parties and executed in accordance with the applicable conditions of the Contract Documents. No Contract sum or Contract time adjustments shall be made except through an approved Change Order.

1.18. Minor Changes in the Service(s): The City may authorize minor changes to the Services that do not alter the Contract sum, extend the Contract time, or conflict with the intent of the Contract Documents.

1.19. Correction of Service(s): The Consultant shall perform all services and provide all deliverables following industry standards, utilizing the prevailing skill, care, and expertise expected in the relevant market or industry. Should any services or deliverables be non-compliant with the Contract requirements, the Consultant shall bear all responsibility for the same and promptly correct all deficiencies to satisfy prevailing industry standards at no additional cost to the City.

Docusign Envelope ID: EC9FEC76-C1B8-440A-AD74-D79A6FE1E314

The Consultant shall bear all costs associated with correcting the non-conforming services or deliverables, including any additional work required by the City as a direct result of the deficiencies. If the Consultant fails to remedy the non-conformance promptly, the City reserves the right to take corrective action and recover all related costs from the Consultant.

1.20. Acceptance Not Waiver: The City's acceptance or approval of any Service(s)/ Work provided herein shall not relieve the Consultant of its ongoing obligation to uphold the requisite standards of quality, integrity, and timeliness of its services. The City's approval or acceptance of, or remittance of payment for any Service(s)/ Work shall not be construed as a future waiver of any rights under this Contract, nor shall it constitute a waiver of any potential claims arising from the performance under this Contract.

1.21. Change Order/Amendment: No oral statement or representation by any individual shall modify, change, or affect the terms, conditions, or specifications of the Contract. All amendments or change orders to the Contract must be executed in writing by the City's Contract Administrator. Such executed modifications are the sole method for altering the Contract and must comply with the City's established procedures.

1.22. Assignment: The Consultant shall not sell, assign, transfer, or convey the Contract resulting from this negotiation, in whole or in part, without prior written approval from the City.

1.23. Compliance with Laws: The Consultant shall comply with all applicable federal, state, county, and municipal laws, codes, regulations, ordinances, and requirements and ethical standards governing the Services performed under the Contract.

The Consultant warrants that it is fully qualified to perform the required Services and possesses all necessary corporate authority, skills, credentials, experience, and professional licenses, which shall remain in good standing as required by law throughout the duration of the Contract.

1.24. Debarment/Suspension: The Consultant hereby certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from providing Services.

1.25. Confidentiality: The Consultant shall keep confidential any non-public information disclosed by the City or obtained during the performance of the Services, except as required by law. The Consultant shall take reasonable measures to safeguard such information and ensure compliance by its employees, subcontractors, and agents.

1.26. Conflict of Interest: No public official or employee of the City shall have any financial or personal interest, direct or indirect, in the Contract resulting from this negotiation. Any potential conflicts must be disclosed and addressed in accordance with applicable laws and the City's policies.

1.27. Contract Termination: The Contract shall remain in effect until any of the following occurs: (1) Contract expires; (2) completion of Services; (3) final acceptance of Services; or (4) for convenience terminated by either party with a written *Notice of Cancellation*

Docusign Envelope ID: EC9FEC76-C1B8-440A-AD74-D79A6FE1E314

stating therein the reasons for such cancellation and the effective date of cancellation at least thirty days past notification.

1.28. Employment Discrimination: During the performance of any Service(s), the Consultant agrees to:

1.28.1. The Consultant shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, disability, citizenship status, marital status, veteran status, sexual orientation, national origin, or any legally protected status except when such condition is a legitimate occupational qualification reasonably necessary for the normal operations. The Consultant agrees to post notices in conspicuous places, visible to employees and applicants for employment, setting forth the provisions of this nondiscrimination clause.

1.28.2. All solicitations or advertisements for employees placed by or on behalf of the Consultant shall state that such a Consultant is an Equal Opportunity Employer.

1.28.3. Notices, advertisements, and solicitations placed following federal law, rules, or regulations shall be deemed sufficient for meeting the requirements of this section.

1.29. Immigration Compliance: The Consultant certifies that it fully complies with the **Immigration Reform and Control Act of 1986** and all applicable federal, state, and local immigration laws. The Consultant shall not employ or subcontract with any individuals who are unauthorized to work in the United States during the performance of the Contract. Any violation of this requirement may result in the termination of the Contract and potential legal consequences.

1.30. Failure to Perform: If the Consultant fails to fulfill its obligations under the Contract—including, but not limited to, timely delivery of services, adherence to quality standards, or compliance with reporting and coordination requirements—the City may, after providing oral or written notice (with any oral notice documented in the contract file), procure substitute services, work, or materials from alternate sources. The Consultant shall be liable for any additional costs or damages incurred by the City as a result.

In instances of nonperformance, the City may pursue progressive corrective actions, as appropriate. However, if the failure materially affects project outcomes, threatens public safety, or disrupts the continuity or integrity of services, the City reserves the right to take immediate action, including suspending or terminating the Contract.

1.31. Failure to Enforce: The City's failure to enforce any provision of the Contract at any time shall not constitute a waiver of that provision or any other rights under the Contract. Such non-enforcement shall not affect the validity of the Contract or any part thereof, nor shall it preclude the City from enforcing any provision of the Contract later under the terms thereof.

1.32. Force Majeure: The Consultant shall not be held liable for failure to perform its contractual obligations due to events beyond its reasonable control, including but not limited to legal strikes, fires, riots, civil disturbances, acts of God, or other unforeseen circumstances. This exemption shall not apply if the Contract specifies otherwise. The Consultant must provide prompt written notice to the City of any such event preventing performance and

Docusign Envelope ID: EC9FEC76-C1B8-440A-AD74-D79A6FE1E314

shall make all reasonable efforts to mitigate delays or disruptions caused by the force majeure event.

1.33. Indemnification: The Consultant shall defend, indemnify, and hold harmless the City, along with its officers, employees, insurers, and self-insurance pool, from and against any and all liabilities, suits, actions, claims, demands, damages, losses, or expenses of any kind, including attorney's fees, arising out of or related to any injuries, damages, or losses to persons or property caused by the negligent act, error, omission, or fault of the Consultant, its agents, employees, subcontractors, or suppliers in the execution or performance of the Contract.

The Consultant shall be responsible for satisfying any judgment, settlement, or associated costs incurred by or awarded against the City due to such claims. This indemnification obligation shall survive the termination or expiration of the Contract.

1.34. Independent Consultant: The Consultant is and shall remain an independent Consultant in all respects under the Contract. Neither the Consultant nor its employees, agents, or subcontractors shall be considered employees, representatives, or agents of the City for any purpose.

The City assumes no liability for any negligence, misconduct, or other wrongful acts committed by the Consultant, its employees, agents, or subcontractors. The Consultant is solely responsible for all applicable taxes, including federal and state income taxes, unemployment taxes, Social Security contributions, and any other required withholdings.

Additionally, the Consultant is not entitled to any benefits the City provides to its employees, including but not limited to health insurance, retirement benefits, or Workers' Compensation coverage.

1.35. Work Product and Ownership: All documents, reports, plans, materials, deliverables, data sets, models, concepts, training content, outreach tools, and any other work product, whether tangible or intangible, developed, prepared, conceived, or delivered by the Consultant, either independently or in collaboration with the City, in connection with or pursuant to this Contract (collectively, "Work Product"), shall be considered works made for hire and shall be the sole and exclusive property of the City upon creation, regardless of the form or media in which such Work Product exists and whether or not delivered to the City. To the extent that any Work Product does not qualify as a "work made for hire" under applicable law, the Consultant hereby irrevocably assigns to the City all right, title, and interest, including all intellectual property rights, in and to such Work Product, effective immediately upon creation.

The Consultant shall have no ownership, copyright, trademark, or other proprietary interest in any Work Product and shall not use, reproduce, distribute, or disclose such Work Product for any purpose outside the performance of this Contract without the prior written consent of the City.

Furthermore, any materials, records, data, or other information provided to the Consultant by the City shall remain the sole property of the City and shall not be used by the Consultant for any purpose other than performance under this Contract. Such materials

Docusign Envelope ID: EC9FEC76-C1B8-440A-AD74-D79A6FE1E314

may not be disclosed, copied, or otherwise disseminated without the City's express prior written approval.

1.36. Patents and Copyrights: The Consultant agrees to defend, indemnify, and hold harmless the City, its officers, employees, and agents from and against any and all claims, demands, liabilities, damages, judgments, costs, or expenses, including but not limited to attorneys' fees, arising from actual or alleged infringement of any patent(s), copyright(s), trademark(s), trade secret(s), or other intellectual property right(s) in connection with the Consultant's performance under this Contract. The City shall have no liability to the Consultant for any such claims, damages, or costs incurred due to infringement by the Consultant.

The Consultant expressly warrants that the Services provided under this Contract do not and will not infringe upon any patent, copyright, trademark, trade secret, or other intellectual property right of any third party. In the event of any such infringement or alleged infringement, the Consultant shall, at its sole expense, procure for the City the right to continue using the affected Services, replace or modify the infringing material to make it non-infringing, or provide a functionally equivalent alternative acceptable to the City.

Any determination that the Consultant has engaged in patent(s), copyright(s), or intellectual property right(s) infringement shall render this Contract null and void. However, such nullification shall not affect the City's right to seek indemnification under Section 1.33. and this provision.

1.37. Governing Law: The Contract and/or any agreement resulting from the Consultant's proposal or scope of work shall be deemed to have been made in, and shall be construed and interpreted by, the laws of the City of Grand Junction, Mesa County, Colorado. Any action arising from or under this Contract shall be in the District Court 21st Judicial District, Mesa County, Colorado.

1.38. Expenses: All costs incurred by the Consultant in preparing, submitting, and presenting a proposal or scope of work shall be the Consultant's sole responsibility and shall not be reimbursed or charged to the City.

1.39. Sovereign Immunity: The City expressly reserves and asserts all rights, privileges, and defenses available under Colorado's Governmental Immunity Act, C.R.S. § 24-10-101 *et seq.*, as well as all applicable case law interpreting and construing the same. Nothing in this resulting contract award shall be construed as a waiver of the City's sovereign immunity.

1.40. Public Funds and Non-Appropriation of Funds: Payment for services under this Contract is contingent upon funds appropriated by the City's approved budget for the applicable fiscal year. Under Colorado law, public funds cannot be obligated or expended beyond the fiscal year for which a budget has been approved.

Accordingly, any contractual commitments extending beyond the fiscal year are subject to future budget approvals. The Contract shall include a non-appropriation of funds clause to ensure compliance with Colorado law. If funds are not appropriated for subsequent fiscal years, the City reserves the right to terminate the Contract without penalty or liability.

Docusign Envelope ID: EC9FEC76-C1B8-440A-AD74-D79A6FE1E314

1.41. Performance of the Contract: In the event of a breach or default, the City reserves the right to enforce the terms of the Contract through any legal or equitable means deemed in the City's best interest. The City may pursue all available remedies as prescribed by law to ensure compliance with the contractual obligations.

1.42. Default: The City reserves the right to terminate the Contract if the Consultant materially breaches any of its obligations, including failure to perform services in a timely, competent, or professional manner; failure to comply with project requirements, administrative procedures, or reporting obligations; or violation of applicable laws, regulations, or contract terms.

Prior to termination, the City will provide written notice of the default and allow the Consultant a reasonable opportunity to cure the issue, unless the breach presents an immediate risk to public health, safety, or the City's operations.

If the Consultant fails to cure the default within the time specified in the notice, the City may take appropriate corrective action, including procuring substitute services from another provider, and may hold the Consultant responsible for any resulting costs, damages, or losses.

This remedy is in addition to, and does not limit, any other rights or remedies available to the City under this Contract, at law, or in equity.

1.43. Definitions: Unless otherwise stated, the following definitions shall apply throughout the Contract. Additional terms may be defined within specific sections or added as necessary to clarify intent and ensure consistency in interpretation.

1.43.1. "Agency," "Consultant," "Contractor," or "Firm" refers to the individual, organization, or business entity identified as such in the proposal or scope of work and throughout the Contract. The term includes the Consultant's authorized representative(s), employees, subcontractors, and agents responsible for fulfilling the obligations of the Contract.

1.43.2. "Change Order" is a formal written directive issued after Contract execution that authorizes a modification to the Services, Contract sum, or Contract time

1.43.3. "City" means and refers to the City of Grand Junction, Colorado, including its departments, officials, employees, and authorized representatives.

1.43.4. The "Contract Sum" refers to the total amount payable by the City to the Consultant for the full and satisfactory completion of the required Services. This sum includes all materials, labor, equipment, services, and any other obligations specified in the Contract Documents.

The Contract Sum may be structured as a Fixed Lump Sum, Guaranteed Maximum Price (GMP), or a Not-to-Exceed amount, as defined in the Contract Documents. Any modifications to the Contract Sum shall be made in accordance with the Contract and must be duly authorized and accepted by the Parties.

1.43.5. A "Deliverable" refers to any tangible or intangible work product, report, document, presentation, or other output the Consultant is required to produce as part of the

Docusign Envelope ID: EC9FEC76-C1B8-440A-AD74-D79A6FE1E314

Services/Work. Deliverables must fully comply with all applicable accessibility laws and standards, including:

- The Americans with Disabilities Act (ADA)
- HB21-1110, requiring compliance with §§24-85-101, C.R.S., and subsequent sections
- The Accessibility Standards for Individuals with a Disability, established by the Colorado Office of Information Technology under §24-85-103(2.5), C.R.S.
- The State of Colorado's technology standards, including Level AA conformity with the latest iteration of the Web Content Accessibility Guidelines (WCAG)

All deliverables must adhere to these legal and technical requirements to ensure accessibility for individuals with disabilities.

1.43.6. "Key Personnel" refers to the designated individual(s) from the Contractor, Consultant, or Firm who are essential to the successful execution and completion of the Services/Work. These individuals possess specialized skills, knowledge, or experience critical to fulfilling the scope of work outlined in the Contract. Any changes to Key Personnel may require prior approval from the City, as specified in the Contract Documents.

1.43.7. "Proposer" refers to the individual or entity legally authorized by the Contractor, Firm, or Consultant to submit a proposal in response to this negotiation. This includes submitting pricing or fee proposals and making formal offers on behalf of the proposing entity.

1.43.8. "Project" or "Work" refers to the endeavor outlined in this solicitation that encompasses the required product, service, or deliverable specified in the Contract Documents.

1.43.9. "Services" include all labor, materials, equipment, and professional expertise necessary to complete the Work and fulfill the requirements outlined in the Contract Documents.

1.43.10. "Subcontractor" refers to any individual, entity, or organization with a direct contractual agreement to perform a portion of the Services/Work under the Contract. The term "Subcontractor" includes the subcontractor's authorized representatives.

Section 2.0. Insurance Requirements

At its own expense, the successful Consultant shall procure and maintain comprehensive insurance coverage with an insurer rated A- or better by A.M. Best, authorized to do business in Colorado with sufficient coverage for all liabilities, claims, demands, and obligations arising under the Contract. This insurance coverage shall meet or exceed any additional insurance requirements imposed by the Contract or by law. The Consultant's failure to procure or maintain adequate coverage, in the required amounts, duration, or types, shall not relieve it of any liabilities or obligations assumed under the Contract. Furthermore, the Consultant shall

Docusign Envelope ID: EC9FEC76-C1B8-440A-AD74-D79A6FE1E314

ensure that all such insurance remains in full force and effect throughout the term of the Contract.

The Consultant shall procure, maintain, and ensure that any subcontractors, if applicable, also procure and maintain the insurance coverage specified below. All insurance policies shall be maintained in form and with insurers acceptable to the City. The required coverage must be maintained continuously to address all liabilities, claims, demands, and obligations assumed by the Consultant under the Contract. To ensure continuous coverage, the Consultant shall obtain and maintain appropriate retroactive dates and extended reporting periods for any claims-made insurance policies. Unless otherwise specified in the Special Conditions, the minimum coverage limits shall be as follows:

(a) **Commercial General Liability**

THREE HUNDRED THOUSAND DOLLARS ($300,000) for each occurrence, and

SIX HUNDRED THOUSAND DOLLARS ($600,000) general aggregate.

The policy shall apply to all premises, products, and completed operations. It shall include coverage for bodily injury, broad-form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual products, and completed operations. The policy shall contain a provision for severability of interest.

(b) **Workers' Compensation and Employers' Liability**: At its own expense, the Consultant shall comply with all applicable State of Colorado Laws and Regulations concerning Workers' Compensation and other statutory insurance as required. Additionally, the Consultant agrees to indemnify and hold harmless the City of Grand Junction from any claims or liabilities arising from non-compliance with these requirements.

2.1. Additional Insured Endorsement: The **Commercial General Liability** policies required under this Contract shall be endorsed to include the City, its elected and appointed Officials, employees, and volunteers as Additional Insureds. Every required policy above shall be primary insurance, and any insurance carried by the City, its officers, or its employees, or carried by or provided by any insurance pool of the City, shall be excess and not contributory insurance to that provided by the Consultant. The Consultant shall be solely responsible for any deductible losses and self-insured retentions.

2.2. ACCORD Certificate of Insurance: Certificates evidencing all required coverages and applicable endorsements shall be submitted to the City prior to the commencement of any Services or execution of any Work under this Contract. Certificates shall reference the Contract title and number, clearly identify all coverage limits, and include copies of all required endorsements.

The Consultant shall maintain current Certificates of Insurance throughout the term of the Contract and shall provide updated Certificates of Insurance to the City upon renewal, replacement, or modification of any policy

The remainder of this page has been intentionally left blank.

Memorandum

TO: Elizabeth Fogarty, Director, Visit Grand Junction

FROM: Kim Machado, Administrative Specialist, Visit Grand Junction

DATE: December 24, 2025

RE: Approval for Professional Services – Fluegge Consulting – Meta Advertising Strategy, Creation, and Execution – $10,800

Visit Grand Junction is requesting approval to engage Fluegge Consulting, for its Meta advertising strategy, creation, and execution.

Total cost of services is up to $10,800.

The scope of services includes comprehensive Meta advertising services encompassing strategy, creation, management, and ongoing optimization of paid advertisements on Meta platforms. Services include copywriting and pairing of copy with relevant content, audience research, and strategic planning to support campaign objectives. The scope also includes consultation with Visit Grand Junction staff and participation in meetings or calls, as needed, to support effective campaign execution and ensure alignment with Visit Grand Junction's objectives.

Fluegge Consulting brings demonstrated expertise in identifying social media trends, understanding platform algorithms, and developing compelling visual and written content that effectively represents Grand Junction. In addition, the firm applies data analysis to inform campaign deployment and optimization, a specialized skill that distinguishes Fluegge Consulting from other social media advertising service providers.

Visit Grand Junction has utilized the services of Fluegge Consulting for five years to manage its social media advertising efforts and has been consistently satisfied with the quality of service, strategic support, and deliverables provided.

If a different procurement approach or vendor were used, there is a risk of reduced continuity, platform-specific expertise, and campaign performance, which could negatively impact the effectiveness of Visit Grand Junction's social media advertising efforts and overall marketing outcomes.

Similar to legal or engineering services, social media advertising is a professional service field requiring specialized expertise, platform-specific knowledge, and strategic brand insight. The experience and capabilities offered by Fluegge Consulting are aligned with the strategic and operational needs of a Destination Marketing Organization.

Approval:

EF

Elizabeth Fogarty, Visit Grand Junction Director

12/24/25

Date

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/27/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hiscox Inc. 5 Concourse Parkway Suite 2150 Atlanta GA, 30328	**CONTACT NAME:** **PHONE (A/C, No, Ext):** (888) 202-3007 **FAX (A/C, No):** **E-MAIL ADDRESS:** contact@hiscox.com
INSURED Fluegge Consulting 10662 Spinnaker Way Longmont, CO 80504	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Hiscox Insurance Company Inc / 10200 **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	☐ **UMBRELLA LIAB** ☐ OCCUR						EACH OCCURRENCE	$
	☐ **EXCESS LIAB** ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ **(Mandatory in NH)**	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability			P104.128.408.2	11/11/2025	11/11/2026	Each Claim: $ 1,000,000 Aggregate: $ 1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Mary J Boyd

© 1988-2015 ACORD CORPORATION. All rights reserved.