

# Memorandum

**To:** City Council  
**From:** Wendy Collins and Andie Ruggera  
**Date:** January 22, 2015  
**Re:** 2015 Continuing Challenge Grants and Contracts for Service

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Attached is a template agreement for the 2015 Continuing Challenge Grants and the memorandum agreements for the 2015 Contracts for Service.

Please note the agreements are the same for each organization in the Continuing Challenge Grant category. Therefore, a blank agreement is attached for your review.

The agreements for the Contracts for Service (including Economic Development and Cash Reserve Funding items) are individualized to meet the requirements for each organization and have been forwarded to each organization. Representatives of those organizations have been notified of the Council meeting, but made aware their attendance is not necessary unless they have concerns regarding the agreement. The agreement for Arts Incubator of the Rockies has been removed from the list. They are most likely postponing their activity depending on necessary funding.

## **2015 Continuing Challenge Grants**

Chamber Holidays	\$ 2,000
Cattlemen's Days	\$ 7,500
Gunnison Car Show	\$ 500
Gunnison Kiwanis Fishing Tournament	\$ 750
Gunnison River Festival	\$ 2,000

## **2015 Contracts for Service**

Safe Ride of Gunnison, Inc.	\$ 4,000
Gunnison Council for the Arts	\$19,100
Gunnison Valley Animal Welfare League	\$ 1,000
Center for Adult & Family Education	\$ 1,000
Gunnison County Pioneer and Historical Society	\$ 3,600
Colorado Water Workshop	\$ 740
Project Hope of Gunnison Valley	\$ 1,000
Six Points Evaluation and Training, Inc.	\$ 3,400
Gunnison Nordic Club	\$ 1,000
Gunnison Country Chamber of Commerce	\$13,500
Gunnison Country Food Pantry	\$ 4,800
Gunnison County – One Valley Prosperity Project	\$ 6,500
Gunnison Valley Rural Transportation Authority (under Economic Development)	\$ 4,859
Gunnison County – White Water Park	\$15,000

**Action Requested of Council:** A motion to authorize the Mayor's signature on the Continuing Challenge Grants and the memorandum agreements for Contracts for Service and Other Grants for the above organizations; and to authorize the release of the budgeted 2015 funds for these programs.

CONTINUING CHALLENGE GRANT AGREEMENT

THIS AGREEMENT is entered into this \_\_\_\_\_ day of January, 2015 by and between THE CITY OF GUNNISON, a home rule municipality, existing under the laws of the State of Colorado, hereinafter called, "THE CITY," and "«Grant\_Name»" hereinafter called, «Grant\_Name» WITNESSETH:

WHEREAS, THE CITY has instituted a Challenge Grant program for which all public entities or private non-profit entities are eligible for challenge grants from THE CITY, the purpose of which is to increase tourism and the attendant sales tax revenue to THE CITY; and

WHEREAS, THE CITY has issued written criteria by which Challenge Grants will be granted; and

WHEREAS, THE CITY has budgeted certain funds for the award of challenge grants; and

WHEREAS, «Grant\_Name» has submitted an application for such challenge grant, and after due consideration thereof by the City Council of Gunnison, in public meeting, THE CITY has awarded a Continuing Challenge Grant as hereinafter set forth.

NOW, THEREFORE, the parties hereto, intending to be legally bound hereby, for and in consideration of the mutual covenants contained herein, agree as follows:

1. «Grant\_Name» agrees to advertise and promote the "event." Such event is more particularly described in the continuing category grant submittal to THE CITY by which is incorporated herein by this reference.

2. THE CITY hereby agrees to provide the funds previously appropriated and budgeted in the amount of «Award\_Amount\_Spelled\_Out» («Award\_Amount») upon execution of this Agreement.

3. «Grant\_Name» agrees that the sums provided by THE CITY shall be expended in accordance with its continuing category challenge grant request.

4. «Grant\_Name» agrees to provide THE CITY with a detailed synopsis of the event together with an accounting as to the revenues and expenditures no later than **SEPTEMBER 30, 2016.**

5. All promotional material shall contain the following statement: **“This event is made possible, in part, with the assistance of the Challenge Grant Program of the City of Gunnison.”**

6. This written agreement constitutes the only expressed or implied understanding between THE CITY and «Grant\_Name» respectively.

7. This agreement shall be construed according to the laws of the State of Colorado.

8. The applicant agrees to not utilize City funds as a pass through to other City funded programs.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

THE CITY OF GUNNISON, a  
Colorado home rule municipality

By \_\_\_\_\_  
Robert Drexel, Mayor

ATTEST:

\_\_\_\_\_  
Gail A. Davidson, City Clerk

ORGANIZATION

By \_\_\_\_\_  
Representative

## MEMORANDUM AGREEMENT

THIS AGREEMENT, entered into this 27th day of January, 2015, by and between the CITY OF GUNNISON, a Colorado home-rule municipality, existing under the laws of the State of Colorado, hereinafter called "GUNNISON", and SAFE RIDE OF GUNNISON, hereinafter called "SAFE RIDE", WITNESSETH:

WHEREAS, GUNNISON believes it to be in the interest of the citizens of the City of Gunnison for GUNNISON to contract for SAFE RIDE to perform certain services to the community; and

WHEREAS, GUNNISON has budgeted certain funds for said services to be provided in the agreed time period;

NOW, THEREFORE, the parties hereto, intending to be legally bound hereby, for and in consideration of the mutual covenants contained herein, agree as follows:

1. SAFE RIDE agrees to provide the following services to the citizens of GUNNISON during the term beginning January 1, 2015, through December 31, 2015:
  - a. Provide a free, no excuses ride for people who have consumed alcohol;
  - b. Provide rides for people who would otherwise have to walk (alcohol not being a prerequisite for using Safe Ride);
  - c. Provide educational and prevention activities that stress responsible use of Safe Ride and lower incidents of binge drinking and irresponsible drinking through Good Neighbor Program and Western Responsible Alcohol Partnership (WRAP) activities.
2. SAFE RIDE agrees to:
  - a. Demonstrate on-going efforts to cooperate and collaborate with other community based organizations and groups;
  - b. Demonstrate financial support (both cash and in-kind) from other resources (exclusive of the City of Gunnison);
  - c. Acknowledge the financial support of the City of Gunnison in advertising and

promotional literature;

- d. Not utilize City funds as a “pass through” to other City funded programs without a specific allowance or reference in this agreement.
3. GUNNISON hereby agrees to provide the funds previously appropriated and budgeted to SAFE RIDE in the amount of Four-Thousand and no/100 Dollars (\$4,000.00), within thirty (30) days of execution of this agreement.
4. SAFE RIDE agrees to provide GUNNISON with a synopsis of the programs accomplished during the term of this agreement no later than December 31, 2015.
5. This written agreement constitutes the only expressed or implied understanding between GUNNISON and SAFE RIDE, respectively.
6. This agreement shall be construed according to the laws of the State of Colorado.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

CITY OF GUNNISON, a Colorado  
home-rule municipality

ATTEST:

By \_\_\_\_\_  
Robert E. Drexel  
Mayor

\_\_\_\_\_  
Gail A. Davidson  
City Clerk

SAFE RIDE OF GUNNISON COUNTY

By \_\_\_\_\_  
Robert Whiting  
Safe Ride Coordinator

## MEMORANDUM AGREEMENT

THIS AGREEMENT, entered into this 27<sup>th</sup> day of January, 2015, by and between the CITY OF GUNNISON, a Colorado home-rule municipality, existing under the laws of the State of Colorado, hereinafter called "GUNNISON", and GUNNISON COUNCIL FOR THE ARTS, hereinafter called "COUNCIL", WITNESSETH:

WHEREAS, COUNCIL'S mission is to contribute to the cultural enrichment of Gunnison Country residents by providing programming in the visual, performing, and literary arts, and offer a facility where the various art forms may be experienced by the valley's entire community; and

WHEREAS, GUNNISON believes it to be in the interest of the citizens of the City of Gunnison for GUNNISON to contract for COUNCIL to perform certain services to the community; and

WHEREAS, GUNNISON has budgeted certain funds for said services to be provided in the agreed time period;

NOW, THEREFORE, the parties hereto, intending to be legally bound hereby, for and in consideration of the mutual covenants contained herein, agree as follows:

1. COUNCIL agrees to provide the following services to the citizens of GUNNISON during the term beginning January 1, 2015, through December 31, 2015:
  - (a) Provide a variety of high quality arts programs offered year round, including arts education, visual arts exhibits and performing arts events, such as community theater and musical events;
  - (b) Offer community oriented programming that encourages participation by as many community members as possible. Gunnison Arts Center recognizes the need to address the diversity of participants in Gunnison Arts Center programs and will collect data with the intent to double participation in underserved demographics by December 31<sup>st</sup>, 2016.

- (c) Continue to increase the economic prosperity of the Gunnison Valley by encouraging and enhancing the cultural experience of residents and visitors. By offering entertaining evening events, the Gunnison Arts Center will promote and drive downtown activity throughout the year.
2. COUNCIL agrees to enhance the services to the citizens of GUNNISON during the term beginning January 1, 2015, through December 31, 2015, by collaborating with other education, arts and entertainment organizations to increase the quality and frequency of classes, productions, and programming for the community.
3. COUNCIL agrees to make every effort to increase the accessibility and affordability of the arts to all income levels, age groups and ethnicities in the Gunnison Valley for both residents and visitors by collaborating with organizations already serving our target groups, incorporating more free events to the community as well as continuing to provide affordable ticket prices to the events and classes provided.
3. COUNCIL agrees to:
  - (a) demonstrate on-going efforts to cooperate and collaborate with other community based organizations and groups;
  - (b) demonstrate financial support (both cash and in-kind) from other resources (exclusive of the City of Gunnison);
  - (c) acknowledge the financial support of the City of Gunnison in advertising and promotional literature;
  - (d) not utilize City funds as a “pass through” to other City funded programs without a specific allowance or reference in this agreement.
4. GUNNISON hereby agrees to provide the funds previously appropriated and budgeted to COUNCIL in the amount of Nineteen-Thousand, One-Hundred and no/100 Dollars (\$19,100.00), within thirty (30) days of execution of this

agreement.

5. COUNCIL agrees to provide GUNNISON with a synopsis of the program's accomplishments during the term of this agreement no later than December 31, 2015.
6. This written agreement constitutes the only expressed or implied understanding between GUNNISON and COUNCIL, respectively.
7. This agreement shall be construed according to the laws of the State of Colorado.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

CITY OF GUNNISON, a Colorado  
home-rule municipality

ATTEST:

By \_\_\_\_\_  
Robert E. Drexel  
Mayor

\_\_\_\_\_  
Gail A. Davidson  
City Clerk

GUNNISON COUNCIL FOR THE ARTS

By \_\_\_\_\_  
Carlie Kenton  
Director

## MEMORANDUM AGREEMENT

THIS AGREEMENT, entered into this 27<sup>th</sup> day of January, 2015, by and between the CITY OF GUNNISON, a Colorado home-rule municipality, existing under the laws of the State of Colorado, hereinafter called "GUNNISON", and the GUNNISON VALLEY ANIMAL WELFARE LEAGUE, a non-profit corporation of the State of Colorado, hereinafter called "LEAGUE", WITNESSETH:

WHEREAS, GUNNISON is committed to the reduction of the number of unwanted and abandoned pets within its city limits; and

WHEREAS, GUNNISON has determined that this commitment would best be served by the LEAGUE'S independent program to assist Gunnison pet owners in the spaying and neutering of their animals; and

WHEREAS, GUNNISON has budgeted certain funds for the implementation of said program;

NOW, THEREFORE, in consideration of the promises and mutual covenants herein, the parties hereto agree as follows:

1. LEAGUE agrees to implement and administer during the fiscal year 2015, the Pet Spaying & Neutering Assistance Program and use the City funds previously appropriated to pay for such expenses.
2. LEAGUE agrees to:
  - (a) demonstrate on-going efforts to cooperate and collaborate with other community based organizations and groups,
  - (b) demonstrate financial support (both cash and in-kind) from other resources (exclusive of the City of Gunnison),
  - (c) acknowledge the financial support of the City of Gunnison in advertising and promotional literature,

(d) not utilize City funds as a “pass through” to other City funded programs without a specific allowance or reference in this agreement.

3. GUNNISON hereby agrees to provide the funds previously appropriated and budgeted to the LEAGUE in the amount of One-Thousand and no/100 Dollars (\$1,000.00), within thirty (30) days of execution of this agreement.
4. LEAGUE agrees to provide GUNNISON with a synopsis of the program’s accomplishments and a timely accounting no later than December 31, 2015.
5. This written agreement constitutes the only expressed or implied understanding between GUNNISON and the LEAGUE, respectively.
6. This agreement shall be construed according to the laws of the State of Colorado.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

CITY OF GUNNISON, a Colorado  
home-rule municipality

ATTEST:

By \_\_\_\_\_  
Robert E. Drexel  
Mayor

\_\_\_\_\_  
Gail A. Davidson  
City Clerk

GUNNISON VALLY ANIMAL WELFARE LEAGUE  
a Nonprofit Corporation

By \_\_\_\_\_  
Lora VanRenselaar  
President

Exhibit "A"  
Scope of services - **REVISED 3/22/07**  
Gunnison Valley Animal Welfare League Pet Spaying & Neutering Assistance Program

Specific Services and Costs

Pet Spaying & Neutering Assistance Funds: \$1,000

Gunnison Valley Animal Welfare League will provide Gunnison pet owners interested in spaying or neutering of their pets with certificates to take to the veterinarian of their choice indicating that the program will pay for a portion of the cost of surgery, with the owner paying the remaining balance. When the surgery has been completed, the veterinarian will complete the certificate and return it to Gunnison Valley Animal Welfare League to arrange for payment. The certificates will have an expiration period of sixty days within which to have the surgery performed.

Administration, Accountability and Reporting

Gunnison Valley Animal Welfare League is directly responsible to Gunnison to perform services and financial accounting. Certificate recipients shall be selected by Gunnison Valley Animal Welfare League on financial assistance need basis.

## MEMORANDUM AGREEMENT

THIS AGREEMENT, entered into this 27<sup>th</sup> day of January, 2015, by and between the CITY OF GUNNISON, a Colorado home-rule municipality, existing under the laws of the State of Colorado, hereinafter called "GUNNISON", and CENTER FOR ADULT AND FAMILY EDUCATION, hereinafter called "CAFE", WITNESSETH:

WHEREAS, GUNNISON believes it to be in the interest of the citizens of the City of Gunnison for GUNNISON to contract for CAFE to perform certain services to the community; and

WHEREAS, GUNNISON has budgeted certain funds for said services to be provided in the agreed time period;

NOW, THEREFORE, the parties hereto, intending to be legally bound hereby, for and in consideration of the mutual covenants contained herein, agree as follows:

1. CAFE agrees to provide the following services beginning January 1, 2015, through December 31, 2015:
  - (a) determine the needs of the community at large pertaining to adult education and cultivate a sustainable, relevant, and fluid plan to meet those needs;
  - (b) align curricula with the needs of students and deliver content in a stimulating, meaningful, and consistent manner;
  - (c) collaborate with the local Work Force Center to provide job training and other educational opportunities for CAFE students.
2. CAFE agrees to:
  - (a) demonstrate on-going efforts to cooperate and collaborate with other community based organizations and groups;
  - (b) demonstrate financial support (both cash and in-kind) from other resources (exclusive of the City of Gunnison);
  - (c) acknowledge the financial support of the City of Gunnison in advertising and

promotional literature;

- (d) not utilize City funds as a “pass through” to other City funded programs without a specific allowance or reference in this agreement.
- 3. GUNNISON hereby agrees to provide the funds previously appropriated and budgeted to CAFE in the amount of One-Thousand and no/100 Dollars (\$1,000.00), within thirty (30) days of execution of this agreement.
- 4. CAFE agrees to provide GUNNISON with a synopsis of the program’s accomplishments during the term of this agreement no later than December 31, 2015.
- 5. This written agreement constitutes the only expressed or implied understanding between GUNNISON and CAFE, respectively.
- 6. This agreement shall be construed according to the laws of the State of Colorado.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

CITY OF GUNNISON, a Colorado  
home-rule municipality

ATTEST:

By \_\_\_\_\_  
Robert E. Drexel  
Mayor

\_\_\_\_\_  
Gail A. Davidson  
City Clerk

CENTER FOR ADULT AND FAMILY EDUCATION

By \_\_\_\_\_  
Marsha Collins  
Director

## MEMORANDUM AGREEMENT

THIS AGREEMENT, entered into this 27<sup>th</sup> day of January, 2015, by and between the CITY OF GUNNISON, a Colorado home-rule municipality, existing under the laws of the State of Colorado, hereinafter called "GUNNISON", and GUNNISON COUNTY PIONEER AND HISTORICAL SOCIETY, a local non-profit organization, hereinafter called "PIONEER SOCIETY", WITNESSETH:

WHEREAS, GUNNISON believes it to be in the interest of the citizens of the City of Gunnison for GUNNISON to contract for PIONEER SOCIETY to perform certain services to the community; and

WHEREAS, GUNNISON has budgeted certain funds for said services to be provided in the agreed time period;

NOW, THEREFORE, the parties hereto, intending to be legally bound hereby, for and in consideration of the mutual covenants contained herein, agree as follows:

1. PIONEER SOCIETY agrees to preserve the existing structures and equipment on the museum site, enhancing the view shed on the east entrance of town, and will use the funds specifically to add additional lighting in the Military Building, the Chance Building, and the Iris Building; to paint and repair the depot and LaVeta Building; and to add lighting to the new Vulcan Building and the new flag pole beginning January 1, 2015, through December 31, 2015.
2. PIONEER SOCIETY agrees to:
  - (a) demonstrate on-going efforts to cooperate and collaborate with other community based organizations and groups,
  - (b) demonstrate financial support (both cash and in-kind) from other resources (exclusive of the City of Gunnison),
  - (c) acknowledge the financial support of the City of Gunnison in advertising and promotional literature,
  - (d) not utilize City funds as a "pass through" to other City funded programs

without a specific allowance or reference in this agreement.

3. GUNNISON hereby agrees to provide the funds previously appropriated and budgeted under additional contracts and requested by PIONEER SOCIETY in the amount of Three-Thousand Six-Hundred and no/100 Dollars (\$3,600.00), within thirty (30) days of execution of this agreement.
4. PIONEER SOCIETY agrees to provide GUNNISON with a synopsis of the program's accomplishments during the term of this agreement no later than December 31, 2015.
5. This written agreement constitutes the only expressed or implied understanding between GUNNISON and PIONEER SOCIETY, respectively.
6. This agreement shall be construed according to the laws of the State of Colorado.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

CITY OF GUNNISON, a Colorado  
home-rule municipality

ATTEST:

By \_\_\_\_\_  
Robert E. Drexell  
Mayor

\_\_\_\_\_  
Gail A. Davidson  
City Clerk

GUNNISON PIONEER SOCIETY

By \_\_\_\_\_

## MEMORANDUM AGREEMENT

THIS AGREEMENT, entered into this 27<sup>th</sup> day of January, 2015, by and between the CITY OF GUNNISON, a Colorado home-rule municipality, existing under the laws of the State of Colorado, hereinafter called "GUNNISON", and THE COLORADO WATER WORKSHOP, hereinafter called "WATER WORKSHOP", WITNESSETH:

WHEREAS, GUNNISON believes it to be in the interest of the citizens of the City of Gunnison for GUNNISON to contract for WATER WORKSHOP to perform certain services to the community; and

WHEREAS, GUNNISON has budgeted certain funds for said services to be provided in the agreed time period;

NOW, THEREFORE, the parties hereto, intending to be legally bound hereby, for and in consideration of the mutual covenants contained herein, agree as follows:

1. WATER WORKSHOP agrees to promote an educational forum on Colorado and Western water issues, representing all responsible positions by:
  - a. Increasing attendance at the Workshop,
  - b. Offering approaches to current water topics that are engaging,
  - c. Increasing revenue streams through sponsorships in order to support the development of an excellent program.
2. WATER WORKSHOP agrees to:
  - a. demonstrate on-going efforts to cooperate and collaborate with other community based organizations and groups,
  - b. demonstrate financial support (both cash and in-kind) from other resources (exclusive of the City of Gunnison),
  - c. acknowledge the financial support of the City of Gunnison in advertising and promotional literature,
  - d. not utilize City funds as a "pass through" to other City funded programs

without a specific allowance or reference in this agreement.

3. GUNNISON hereby agrees to provide the funds previously appropriated and budgeted in the amount of Seven-Hundred Forty and no/100 Dollars (\$740.00) to WATER WORKSHOP within thirty (30) days of execution of this agreement.
4. WATER WORKSHOP agrees to provide GUNNISON with a synopsis of the to-date programs accomplished during the term of this agreement no later than December 31, 2015.
5. This written agreement constitutes the only expressed or implied understanding between GUNNISON and WATER WORKSHOP, respectively.
6. This agreement shall be construed according to the laws of the State of Colorado.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

CITY OF GUNNISON, a Colorado  
home-rule municipality

ATTEST:

By \_\_\_\_\_  
Robert E. Drexel  
Mayor

\_\_\_\_\_  
Gail A. Davidson  
City Clerk

COLORADO WATER WORKSHOP

By \_\_\_\_\_  
Jeff Sellen  
Director

## MEMORANDUM AGREEMENT

THIS AGREEMENT, entered into this 27<sup>th</sup> day of January, 2015, by and between the CITY OF GUNNISON, a Colorado home-rule municipality, existing under the laws of the State of Colorado, hereinafter called "GUNNISON", and PROJECT HOPE OF GUNNISON VALLEY, hereinafter called "PROJECT HOPE", WITNESSETH:

WHEREAS, GUNNISON believes it to be in the interest of the citizens of the City of Gunnison for GUNNISON to contract for PROJECT HOPE to perform certain services to the community; and

WHEREAS, GUNNISON has budgeted certain funds for said services to be provided in the agreed time period;

NOW, THEREFORE, the parties hereto, intending to be legally bound hereby, for and in consideration of the mutual covenants contained herein, agree as follows:

1. PROJECT HOPE agrees to provide the following services to the citizens of GUNNISON during the term beginning January 1, 2015, through December 31, 2015:
  - a. enable PROJECT HOPE clients to identify their immediate needs after working with PROJECT HOPE staff and volunteers;
  - b. enable PROJECT HOPE clients to increase skills of positive stress management and strategies by working with PROJECT HOPE staff and volunteers;
  - c. broaden the communities knowledge of PROJECT HOPE and the services that are provided.
2. PROJECT HOPE agrees to:
  - (a) demonstrate on-going efforts to cooperate and collaborate with other community based organizations and groups,
  - (b) demonstrate financial support (both cash and in-kind) from other resources (exclusive of the City of Gunnison),
  - (c) acknowledge the financial support of the City of Gunnison in advertising and promotional literature,

- (d) not utilize City funds as a “pass through” to other City funded programs without a specific allowance or reference in this agreement.
3. GUNNISON hereby agrees to provide the funds previously appropriated and budgeted to PROJECT HOPE in the amount of One-Thousand and no/100 Dollars (\$1,000.00), within thirty (30) days of execution of this agreement.
  4. PROJECT HOPE agrees to provide GUNNISON with a synopsis of the program’s accomplishments during the term of this agreement no later than December 31, 2015.
  5. This written agreement constitutes the only expressed or implied understanding between GUNNISON and PROJECT HOPE, respectively.
  6. This agreement shall be construed according to the laws of the State of Colorado.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

CITY OF GUNNISON, a Colorado  
home-rule municipality

ATTEST:

By \_\_\_\_\_  
Robert E. Drexel  
Mayor

\_\_\_\_\_  
Gail A. Davidson  
City Clerk

PROJECT HOPE OF GUNNISON VALLEY

By \_\_\_\_\_  
Director

## MEMORANDUM AGREEMENT

THIS AGREEMENT, entered into this 27<sup>th</sup> day of January, 2015, by and between the CITY OF GUNNISON, a Colorado home-rule municipality, existing under the laws of the State of Colorado, hereinafter called "GUNNISON", and SIX POINTS EVALUATION & TRAINING, INC., hereinafter called "SIX POINTS", WITNESSETH:

WHEREAS, GUNNISON believes it to be in the interest of the citizens of the City of Gunnison for GUNNISON to contract for SIX POINTS to perform certain services to the community; and

WHEREAS, GUNNISON has budgeted certain funds for said services to be provided in the agreed time period;

NOW, THEREFORE, the parties hereto, intending to be legally bound hereby, for and in consideration of the mutual covenants contained herein, agree as follows:

1. SIX POINTS agrees to provide the following services to the citizens of GUNNISON during the term beginning January 1, 2015, through December 31, 2015:
  - a. Maintain an aggressive role in addressing affordable and accessible housing for SIX POINTS' clients;
  - b. Continue supported employment/vocational training programs for SIX POINTS' clients so they are more successful at their jobs in the community and in the Thrift Store.
2. GUNNISON hereby agrees to provide the funds previously appropriated and budgeted to SIX POINTS in the amount of Three-Thousand Four-Hundred and no/100 Dollars (\$3,400.00), within thirty (30) days of execution of this agreement to be used for general operating expenses to support residential and vocational programs.
3. SIX POINTS agrees to provide GUNNISON with a synopsis of the to-date programs accomplished during the term of this agreement no later than December

31, 2015.

4. This written agreement constitutes the only expressed or implied understanding between GUNNISON and SIX POINTS, respectively.
5. This agreement shall be construed according to the laws of the State of Colorado.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

CITY OF GUNNISON, a Colorado  
home-rule municipality

ATTEST:

By \_\_\_\_\_  
Robert E. Drexel  
Mayor

\_\_\_\_\_  
Gail A. Davidson  
City Clerk

SIX POINTS EVALUATION & TRAINING, INC.

By \_\_\_\_\_  
Sue Uerling  
Executive Director

## MEMORANDUM AGREEMENT

THIS AGREEMENT, entered into this 27<sup>th</sup> day of January, 2015, by and between the CITY OF GUNNISON, a Colorado home-rule municipality, existing under the laws of the State of Colorado, hereinafter called "GUNNISON", and GUNNISON NORDIC CLUB, hereinafter called "NORDIC CLUB", WITNESSETH:

WHEREAS, GUNNISON believes it to be in the interest of the citizens of the City of Gunnison for GUNNISON to contract for NORDIC CLUB to perform certain services to the community; and

WHEREAS, GUNNISON has budgeted certain funds for said services to be provided in the agreed time period;

NOW, THEREFORE, the parties hereto, intending to be legally bound hereby, for and in consideration of the mutual covenants contained herein, agree as follows:

1. NORDIC CLUB agrees to provide to the citizens of GUNNISON during the term beginning January 1, 2015, through December 31, 2015:
  - a. Winter educational programs for all ages, locals and visitors,
  - b. Nordic events and clinics,
  - c. Groomed trails, with an increased frequency of grooming, for Nordic skiing.
2. NORDIC CLUB agrees to:
  - a. Demonstrate on-going efforts to cooperate and collaborate with other community based organizations and groups,
  - b. Demonstrate financial support (both cash and in-kind) from other resources (exclusive of the City of Gunnison),
  - c. Acknowledge the financial support of the City of Gunnison in advertising and promotional literature,
  - d. Not utilize City funds as a "pass through" to other City funded programs without a specific allowance or reference in this agreement.
3. GUNNISON hereby agrees to provide the funds previously appropriated and budgeted to NORDIC CLUB in the amount of One-Thousand and no/100 Dollars

(\$1,000.00), to pay for fuel costs for snowmobiles charged through the City's fuel account on a monthly basis; to pay for snowmobile maintenance; to pay for insurance costs related to grooming of trails; and to pay printing costs for educational material within thirty (30) days of bills being presented, commencing once this agreement is signed.

4. NORDIC CLUB agrees to provide GUNNISON with a synopsis of the programs accomplishments during the term of this agreement no later than December 31, 2015.
5. This written agreement constitutes the only expressed or implied understanding between GUNNISON and NORDIC CLUB, respectively.
6. This agreement shall be construed according to the laws of the State of Colorado.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

CITY OF GUNNISON, a Colorado  
home-rule municipality

ATTEST:

By \_\_\_\_\_  
Robert E. Drexel  
Mayor

\_\_\_\_\_  
Gail A. Davidson  
City Clerk

GUNNISON NORDIC CLUB

By \_\_\_\_\_  
Joellen Fonken  
Chair

## MEMORANDUM AGREEMENT

THIS AGREEMENT, entered into this 27<sup>th</sup> day of January, 2015, by and between the CITY OF GUNNISON, a Colorado home-rule municipality, existing under the laws of the State of Colorado, hereinafter called "GUNNISON", and GUNNISON COUNTRY CHAMBER OF COMMERCE, a non-profit corporation of the State of Colorado, hereinafter called "CHAMBER", WITNESSETH:

WHEREAS, GUNNISON believes it to be in the interest of the citizens of the City of Gunnison for GUNNISON to contract for CHAMBER to perform certain services to the community; and

WHEREAS, GUNNISON has budgeted certain funds for said services to be provided in the agreed time period;

NOW, THEREFORE, the parties hereto, intending to be legally bound hereby, for and in consideration of the mutual covenants contained herein, agree as follows:

1. CHAMBER agrees to provide the following services to the citizens of GUNNISON during the term beginning January 1, 2015, through December 31, 2015:
  - (a) operate and maintain the Gunnison Country Visitor Center at a level that gives a premier first impression of the Gunnison Community to visitors both in person, over the phone and on the internet,
  - (b) provide visitors to our area a reason to stay longer in Gunnison or a desire to come back for a longer visit by educating the visitor on the many things to see and do in our community,
  - (c) provide superior services to all forms of inquiry into the Visitor Center from both visitors and local residents,
  - (d) manage toll-free telephone service for inquiries,
  - (e) supply maps and brochures to conventions and groups, or for economic development purposes upon request,
  - (f) compile information and produce Gunnison Fact Sheet for use with relocation and economic development inquiries,

- (g) respond to all inquiries received regarding vacation/relocation information,
  - (h) make presentations on Gunnison Country vacation opportunities to groups upon request,
  - (i) produce seasonal calendar of events,
  - (j) produce City map,
  - (k) maintain a link between the CHAMBER'S web site and the CITY'S web site,
  - (l) sponsor Gunnison Retail Council activities.
2. CHAMBER agrees to:
- (a) demonstrate on-going efforts to cooperate and collaborate with other community based organizations and groups,
  - (b) demonstrate financial support (both cash and in-kind) from other resources (exclusive of the City of Gunnison),
  - (c) meet with City staff and councilors to discuss Visitor Center funding options prior to July 1, 2015,
  - (d) provide City Council with semi-annual updates regarding CHAMBER operations and meet with the City's personnel from time to time in order to coordinate the activities of the CHAMBER with the activities of other promotional entities operating in the City of Gunnison,
  - (e) acknowledge the financial support of the City of Gunnison in advertising and promotional literature,
  - (f) not utilize City funds as a "pass through" to other City funded programs without a specific allowance or reference in this agreement.
3. In consideration of the funds to be paid to the CHAMBER by GUNNISON pursuant to this agreement, CHAMBER represents and warrants that in making business referrals in response to inquiries from the public, the CHAMBER will refer members of the public to businesses which do not maintain membership in the CHAMBER when either CHAMBER members do not offer the service or goods

requested, or when CHAMBER members cannot accommodate the requested services or goods.

4. GUNNISON hereby agrees to provide the funds previously appropriated and budgeted to CHAMBER in the amount of Thirteen-Thousand Five-Hundred and no/100 Dollars (\$13,500.00), in accordance with the following schedule:
  - (a) 50 per cent of \$13,500 within thirty (30) days of execution of this agreement,
  - (b) 50 per cent of \$13,500 within thirty (30) days of the mid-year report to City Council.
5. CHAMBER agrees to provide GUNNISON with a synopsis of the program's accomplishments during the term of this agreement no later than December 31, 2015.
6. This written agreement constitutes the only expressed or implied understanding related to business support between GUNNISON and CHAMBER, respectively.
7. This agreement shall be construed according to the laws of the State of Colorado.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

CITY OF GUNNISON, a Colorado  
home-rule municipality

ATTEST:

By \_\_\_\_\_  
Robert E. Drexel  
Mayor

\_\_\_\_\_  
Gail A. Davidson  
City Clerk

GUNNISON COUNTRY CHAMBER OF  
COMMERCE

By \_\_\_\_\_  
Tammy N. Scott  
Director

## MEMORANDUM AGREEMENT

THIS AGREEMENT, entered into this 27<sup>th</sup> day of January, 2015, by and between the CITY OF GUNNISON, a Colorado home-rule municipality, existing under the laws of the State of Colorado, hereinafter called "GUNNISON", and GUNNISON COUNTRY FOOD PANTRY, hereinafter called "FOOD PANTRY", WITNESSETH:

WHEREAS, GUNNISON believes it to be in the interest of the citizens of the City of Gunnison for GUNNISON to contract for FOOD PANTRY to perform certain services to the community; and

WHEREAS, GUNNISON has budgeted certain funds for said services to be provided in the agreed time period;

NOW, THEREFORE, the parties hereto, intending to be legally bound hereby, for and in consideration of the mutual covenants contained herein, agree as follows:

1. FOOD PANTRY agrees to provide the following services beginning January 1, 2015, through December 31, 2015:
  - a. Provide a temporary safety net for full-time citizens of Gunnison facing food insecurity due to unemployment/underemployment, medical, and emergency situations,
  - b. Assist retired full-time citizens of Gunnison on limited, fixed incomes meet the rising costs of living by providing a program to help stretch their food budget,
  - c. Provide a resource for elementary and middle school children to receive nutritious snacks by providing this resource directly to local schools.
2. FOOD PANTRY agrees to:
  - a. demonstrate on-going efforts to cooperate and collaborate with other community based organizations and groups,
  - b. demonstrate financial support (both cash and in-kind) from other resources

(exclusive of the City of Gunnison),

- c. acknowledge the financial support of the City of Gunnison in advertising and promotional literature;
  - d. not utilize City funds as a “pass through” to other City funded programs without a specific allowance or reference in this agreement.
3. GUNNISON hereby agrees to provide the funds previously appropriated and budgeted to FOOD PANTRY in the amount of Four-Thousand and no/100 Dollars (\$4,000.00), within thirty (30) days of execution of this agreement to be used for facility rent.
  4. FOOD PANTRY agrees to provide GUNNISON with a synopsis of the program’s accomplishments during the term of this agreement no later than December 31, 2015.
  5. This written agreement constitutes the only expressed or implied understanding between GUNNISON and FOOD PANTRY, respectively.
  6. This agreement shall be construed according to the laws of the State of Colorado.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

CITY OF GUNNISON, a Colorado  
home-rule municipality

ATTEST:

By \_\_\_\_\_  
Robert E. Drexel  
Mayor

\_\_\_\_\_  
Gail A. Davidson  
City Clerk

GUNNISON COUNTRY FOOD PANTRY

By \_\_\_\_\_  
Jeanette Klepinger  
Director

## MEMORANDUM AGREEMENT

THIS AGREEMENT, entered into this 27<sup>th</sup> day of January, 2015, by and between the CITY OF GUNNISON, a Colorado home-rule municipality, existing under the laws of the State of Colorado, hereinafter called "CITY", and GUNNISON COUNTY, hereinafter called "COUNTY", WITNESSETH:

WHEREAS, CITY believes the One Valley Prosperity Project is a county-wide visioning process that will compliment economic planning; and

WHEREAS, CITY believes it to be in the interest of the citizens of the City of Gunnison for CITY to contract for COUNTY to perform certain services for the community; and

WHEREAS, CITY has budgeted certain funds for said services to be provided in the agreed time period.

NOW, THEREFORE, the parties hereto, intending to be legally bound hereby, for and in consideration of the mutual covenants contained herein, agree as follows:

1. COUNTY agrees to create a vision and action plan which will:
  - a. Create an effective economic plan to enhance the prosperity of our region while respecting the values of our residents;
  - b. Create an organization framework to plan, implement, and align regional economic, transportation, housing, and land use plans and actions;
  - c. Provide a community based framework and set of criteria for identifying and planning capital investment needs and opportunities;
  - d. Provide regional support for local community projects that have regional economic significance;
  - e. Engage the private sector in strategic alliances to improve economic prosperity;
  - f. Provide a structure for local communities to achieve goals which may require regional cooperation and collaboration.

2. COUNTY agrees to:
  - a. demonstrate financial support (both cash and in-kind) from other resources (exclusive of the City of Gunnison);
  - b. acknowledge the financial support of the City of Gunnison in advertising and promotional literature.
3. CITY hereby agrees to provide the funds previously appropriated and budgeted in the amount of Six-Thousand Five-Hundred and no/100 Dollars (\$6,500.00) to COUNTY within thirty (30) days of execution of this agreement.
4. COUNTY agrees to provide CITY with a synopsis of the to-date programs accomplished during the term of this agreement no later than December 31, 2015.
5. This written agreement constitutes the only expressed or implied understanding between CITY and COUNTY in regards to the One Valley Prosperity Project, respectively.
6. This agreement shall be construed according to the laws of the State of Colorado.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

CITY OF GUNNISON, a Colorado  
home-rule municipality

ATTEST:

By \_\_\_\_\_  
Robert E. Drexel  
Mayor

\_\_\_\_\_  
Gail A. Davidson  
City Clerk

GUNNISON COUNTY

By \_\_\_\_\_

## MEMORANDUM AGREEMENT

THIS AGREEMENT, entered into this 27<sup>th</sup> day of January, 2015, by and between the CITY OF GUNNISON, a Colorado home-rule municipality, existing under the laws of the State of Colorado, hereinafter called "GUNNISON", and GUNNISON VALLEY RURAL TRANSPORTATION AUTHORITY, hereinafter called "GVRTA", WITNESSETH:

WHEREAS, GUNNISON believes it to be in the interest of the citizens of the City of Gunnison for GUNNISON to contract for GVRTA to perform certain services to the community; and

WHEREAS, GUNNISON has budgeted certain funds for said services to be provided in the agreed time period;

NOW, THEREFORE, the parties hereto, intending to be legally bound hereby, for and in consideration of the mutual covenants contained herein, agree as follows:

1. GVRTA agrees to provide the following service beginning January 1, 2015, through April 5, 2015: a late night bus between Mt. Crested Butte and Gunnison, leaving Gunnison at 10:00 p.m. and arriving in Mt. Crested Butte at approximately 10:45 p.m. and then departing Mt. Crested Butte at 11:15 p.m. and arriving in Gunnison at about midnight,
2. GVRTA agrees to:
  - a. track exactly how many riders use the late night service in order to determine if this is a program that is heavily utilized by the public, and should therefore become a program funded by GVRTA in future seasons/years,
  - b. acknowledge the financial support of the City of Gunnison in advertising and promotional literature;
  - c. not utilize City funds as a "pass through" to other City funded programs without a specific allowance or reference in this agreement.
3. GUNNISON hereby agrees to provide a portion of the funds previously

appropriated and budgeted under Economic Development to GVRTA in the amount of Four-Thousand Eight-Hundred Fifty-Nine and no/100 Dollars (\$4,859.00), within thirty (30) days of execution of this agreement.

4. GVRTA agrees to provide GUNNISON with a synopsis of the program's accomplishments during the term of this agreement no later than May 31, 2015.
5. This written agreement constitutes the only expressed or implied understanding between GUNNISON and GVRTA, respectively.
6. This agreement shall be construed according to the laws of the State of Colorado.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

CITY OF GUNNISON, a Colorado  
home-rule municipality

ATTEST:

By \_\_\_\_\_  
Robert E. Drexel  
Mayor

\_\_\_\_\_  
Gail A. Davidson  
City Clerk

GUNNISON VALLEY RURAL TRANSPORTATION  
AUTHORITY

By \_\_\_\_\_  
Scott Truex  
Executive Director

## MEMORANDUM AGREEMENT

THIS AGREEMENT, entered into this 27<sup>th</sup> day of January, 2015, by and between the CITY OF GUNNISON, a Colorado home-rule municipality, existing under the laws of the State of Colorado, hereinafter called "CITY", and GUNNISON COUNTY, hereinafter called "COUNTY", WITNESSETH:

WHEREAS, CITY believes the Gunnison Whitewater Park is a unique asset and a proven valuable amenity to the Gunnison Valley and the Western Slope of Colorado; and

WHEREAS, the creation of the Gunnison Whitewater Park and its recreational uses helped secure a Recreational Inflow Water Right for the Gunnison River Basin ranging from 270 cfs to 1200 cfs; and

WHEREAS, in the Spring of 2013, local boaters and COUNTY staff identified several potential structural issues with two of the existing whitewater features at the Gunnison Whitewater Park; and

WHEREAS, CITY believes it to be in the interest of the citizens of the City of Gunnison for CITY to contract for COUNTY to perform certain repairs to the Gunnison Whitewater Park; and

WHEREAS, CITY has budgeted certain funds for said services to be provided in the agreed time period.

NOW, THEREFORE, the parties hereto, intending to be legally bound hereby, for and in consideration of the mutual covenants contained herein, agree as follows:

1. COUNTY agrees to:
  - a. continue repairs, stabilization and/or replacement of features 2 and 3 in the Gunnison Whitewater Park,
  - b. construct a counter-weir below feature 3 to increase stabilization.
2. COUNTY agrees to
  - a. demonstrate financial support (both cash and in-kind) from other resources

(exclusive of the City of Gunnison),

- b. acknowledge the financial support of the City of Gunnison in advertising and promotional literature,
3. CITY hereby agrees to provide the funds previously appropriated and budgeted in the amount of Fifteen-Thousand and no/100 Dollars (\$15,000.00) to COUNTY within thirty (30) days of execution of this agreement.
4. COUNTY agrees to provide CITY with a synopsis of the to-date programs accomplished during the term of this agreement no later than December 31, 2015.
5. This written agreement constitutes the only expressed or implied understanding between CITY and COUNTY in regards to the Gunnison Whitewater Park, respectively.
6. This agreement shall be construed according to the laws of the State of Colorado.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

CITY OF GUNNISON, a Colorado  
home-rule municipality

ATTEST:

By \_\_\_\_\_  
Robert E. Drexel  
Mayor

\_\_\_\_\_  
Gail A. Davidson  
City Clerk

GUNNISON COUNTY

By \_\_\_\_\_