

**CITY OF GUNNISON COUNCIL AGENDA
MEETING IS HELD AT CITY HALL, 201 W. VIRGINIA AVENUE
GUNNISON, CO, IN THE 2ND FLOOR COUNCIL CHAMBERS**

**TUESDAY,
JANUARY 26, 2016**

WORK SESSION

5:30 P.M.

5:30 P.M.–7:00 P.M. A. Discussion on City Economic Development Policy Components –
Council, City Manager, Staff

JANUARY 26, 2016

REGULAR SESSION

7:00 P.M.

- I. Call Meeting to Order:
- II. Consideration of Minutes
 - A. Minutes of January 12, 2016, Regular Session Meeting
- III. Pre-Scheduled Citizens:
- IV. Unfinished Business:
- V. New Business:
 - A. Action 2016 Contracts for Service and Continuing Challenge Grants
 - B. Set Public Hearing on White Porch LLC dba Hashish Hut Retail Marijuana Store
Application, 827 N. Main Street in Gunnison for 7PM, February 23, 2016
- VI. Resolutions and Ordinances:
- VII. City Attorney Report: Kathleen Fogo
- VIII. City Manager Report: Mark Achen
 - Acting City Manager: Police Chief Robinson – Semi-Annual Departmental Report
 - City Clerk Report: Gail Davidson
 - WSCU Liaison Report: Alex Alejandre
- IX. Non-Scheduled Citizens: **At this agenda time, non-scheduled citizens may present issues of City concern to Council. Per Colorado Open Meetings Laws, NO action or Council discussion will be take place until a later date, unless an emergency situation is deemed to exist by the City Attorney. Speaker has a time limit of 3 minutes.**
- XI. City Council Discussion, Meeting Reports, Items for Future Work Sessions
- XII. Adjournment.

JANUARY 26, 2016

WORK SESSION

**Following
Regular Session**

- A. Continued Discussion on City Economic Development Policy Components – Council,
City Manager, Staff, Public Input

The City Council Meeting agenda is subject to change. The City Manager and City Attorney reports may include administrative items not listed. Regular Meetings and Special Meetings are recorded and action can be taken. Minutes are posted at City Hall and on the City website at www.cityofgunnison-co.gov. Work sessions are recorded, minutes are not produced and formal action cannot be taken. For further information, contact the City Clerk's office at 970-641-8140.

TO COMPLY WITH ADA REGULATIONS, PEOPLE WITH SPECIAL NEEDS ARE REQUESTED TO CONTACT THE CITY CLERK 24 HOURS BEFORE ALL MEETINGS AT 970-641-8140.



CITY OF GUNNISON

Economic Development

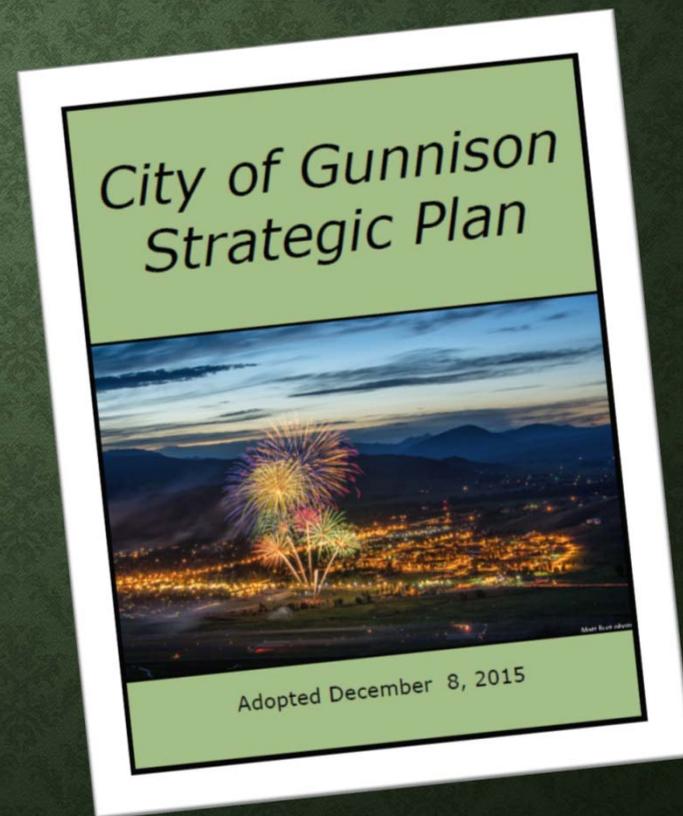
WHAT IS ECONOMIC DEVELOPMENT?

- It is the process of creating greater wealth within a community by bringing in new "outside" dollars. This is mainly achieved through:
 - Retention, expansion, and recruitment of primary jobs
 - New capital investment
 - Business creation and attraction
- Economic health is important to our overall quality of life
- Greater wealth allows for higher quality public services, more job opportunities for citizens, and greater protection from economic downturns



CITY OF GUNNISON STRATEGIC PLAN

- Adopted December 8, 2015
- Top priorities include many elements that contribute to economic development
 - Priority 1: Plan for the City's Future
 - Priority 2: Develop a Vibrant and Attractive Community that is Inviting to Visitors and Residents
 - Priority 3: Create a Walkable, Bikeable, Driveable Community that is Safe and Accessible to all Types of Users



PRIORITY 1: PLAN FOR THE CITY'S FUTURE

Many of the planning efforts include aspects of economic development:

- Complete the safe street planning and design
- Complete the regional broadband middle mile/anchor institutions planning effort
- Develop a vision for the City's gateways
- Update the City Comprehensive Plan
- Update the Three Mile Plan
- Rebrand the City of Gunnison with the intention of developing a new, differentiated identity for the community



PRIORITY 2: DEVELOP A VIBRANT AND ATTRACTIVE COMMUNITY THAT IS INVITING TO VISITORS AND RESIDENTS

- Downtown parking development
- I.O.O.F. Park redesign
- Sidewalk declutter and ADA compliance
- Safe streets
- Highway corridor aesthetics (trees, flags, gateways, etc.)



PRIORITY 3: CREATE A WALKABLE, BIKEABLE, DRIVEABLE COMMUNITY THAT IS SAFE AND ACCESSIBLE TO ALL TYPES OF USERS

Multi-modal use of:

- Streets
- Sidewalks
- Trails



Placemaking is a multi-faceted approach to the planning, design and management of public spaces. Placemaking capitalizes on a local community's assets, inspiration, and potential, with the intention of creating public spaces that promote people's health, happiness, and well being.

ONE VALLEY PROSPERITY PROJECT

Task Force on Economic Resiliency

Action Planning Committee Goal - Develop a resilient year round economy that provides opportunity for all Valley residents to achieve a higher quality of life.

- create more economic opportunities for residents
- provide for a critical balance between economic advancement and quality of life goals
- look at enhancing our local assets, growing and attracting entrepreneurs, and supporting local business sectors



EXISTING POLICIES

Gunnison Municipal Code: Utility Reimbursement Policy

12.50.010 Statement of policy.

- A. The general policy of the city of Gunnison is that development shall pay its own way and that the owners of undeveloped property benefitted by installation of utilities and other public improvements shall contribute financially to the cost of such improvements upon the development of their properties. This policy is designed to achieve fairness in the division of costs of installation of utilities and other public improvements and to protect the taxpayers of the city of Gunnison.

- B. The city council has determined that reimbursement agreements, where agreed to by the initial developer and the city, are an equitable and efficient means of promoting private installation of minor public improvements, particularly for infill of areas in a utility service area that requires utility line extensions. This policy does not apply to special improvement districts or utilities and other public improvements constructed within new developments, be they new subdivisions or PUDs, as defined in GMC 15.160.030(B).

EXISTING POLICIES

Gunnison Land Development Code: General Development Standards

§4.1 ADEQUATE PUBLIC FACILITIES

- A. Purpose.** The purpose of these adequate public facilities regulations is to ensure that all utilities and other facilities and services needed to support development are available concurrently with the impacts of such development. No building permit shall be issued unless such public facilities and services are in place or the commitments described in this Section have been made, and facilities exist to ensure the community's health, safety and general welfare.
- B. Applicability.** Adequate public facilities requirements apply to all new development and subdivisions subject to this *LDC*, except development on lots created and supported by public facilities that have been accepted by the City.

Gunnison Land Development Code: Subdivision Standards

- G. Development Costs Paid by Developers.** Provide that the cost of improvements which primarily benefit the tract of land being developed be borne by the owners/developers of the tract.

EXISTING POLICIES

Gunnison Land Development Code: Incentives

§13.1 PURPOSE

The purpose of this Section is to provide incentives for specific types of land uses and/or creative site plans that exceed the minimum requirements of this LDC. Another purpose is to accomplish high-priority planning goals, including the preservation of open space and natural features and development of affordable housing.

§13.2 GENERAL PROVISIONS

- A. **Types of Incentives.** Incentives established herein are: density bonuses, which allow for greater density than that allowed in the underlying zone district; and, increased flexibility in dimensional standards to allow smaller lot sizes and reduced frontage than that of the underlying zone district.

The existing incentives include density bonuses for affordable housing. This section also includes the future consideration of Transfer of Development Rights and Open Space.

QUESTIONS

1. The City's existing policies require new development to pay its own way. Is this an appropriate strategy to maintain?

QUESTIONS

2. Should the City's economic development focus remain on public sector and non-profit efforts or should it diversify into private development?

QUESTIONS

3. If the City desires to direct funding to private sector economic development efforts, what types of activities/locations should be targeted?

The City Council Regular Session meeting was called to order at 7:00 P.M., by Mayor Hagan, with Councilors Ferguson, Drexel, Morrison and Schwartz present along with City Attorney Fogo, Interim City Manager Achen, City Clerk Davidson, Acting City Manager Robinson, Finance Director Cowan, WSCU Liaison McKenna Sherry, and the press. A Council quorum was present.

Consent Agenda. The listing under “CONSENT AGENDA” is a group of items, which Council has already reviewed, to be acted on with a single motion or vote. This agenda is designed to expedite the handling of limited routine matters by Council. The Mayor will ask if any Councilor or Citizen wishes to have any specific item removed from the Consent Agenda and acted upon individually.

- A. Minutes of December 8, 2015, Regular Session Meeting**
- B. Minutes of December 15, 2015, Special Session Meeting**
- C. Minutes of January 5, 2016, Special Session Meeting**
- D. Action on Amendment to Fund Balance Policy**
- E. Action to Designate Official Posting Places for City Information**

No items were requested to be considered separately.

Councilor Schwartz moved and Councilor Drexel seconded the motion to approve the Consent Agenda as listed on the meeting’s Agenda.

Roll call vote, yes: Ferguson, Drexel, Hagan, Morrison, Schwartz. So carried.

Roll call vote, no: None.

Consideration of Minutes of December 29, 2015, Special Session Meeting.

Councilor Schwartz moved and Councilor Morrison seconded the motion to approve the December 29, 2015, Special Session meeting minutes as submitted.

Roll call vote, yes: Hagan, Morrison, Schwartz, Ferguson. Motion carried.

Roll call vote, no: None.

Roll call vote, abstain: Drexel. He was not present at the meeting.

Pre-Scheduled Citizens: None.

Unfinished Business:

Confirmation of City Council Committee/Boards Assignments. City Clerk Davidson informed Council the Regional Transportation Authority is not an Advisory Board but a full voting Board. Discussion on Council representation took place. Councilor Morrison mentioned she is now working for the Gunnison-Crested Butte Air Alliance and therefore should not be a City representative on the RTA Board due to conflict of interest issues. Councilor Schwartz volunteered for the RTA Board position. Councilor Drexel agreed to serve on the Gunnison Housing Foundation Board and Councilor Morrison agreed to serve on the City’s Website Upgrade Committee. The representative assignments are as follows:

- Council Representative to Planning & Zoning Commission – Councilor Schwartz;
- Council Representative to Region 10 Board Meetings – Councilor Drexel;
- Council Representative to CML Policy Board – Councilor Schwartz;
- Council Representatives to Firemen's Pension Board (2) – Councilor Drexel and Councilor Ferguson;
- Council Representative to City Group Health Plan Trustees – Councilor Morrison;
- City Representative to City Investment Policy Board – Councilor Schwartz;
- Council Representative to BPAC-Bicycle & Pedestrian Advisory Committee – Councilor Morrison;
- Council Representative to Gunnison Trails Commission – Councilor Schwartz;
- Council Representatives to Gunnison Valley Regional Housing Authority – Mayor Hagan and Citizen Ellen Harriman;
- Council Representative to Gunnison Valley Housing Foundation – Councilor Drexel;
- Council Representatives to Gunnison Rural Transportation Authority Board (2) – Councilor Schwartz and Mayor Hagan;
- Council Representative to WSC President’s Advisory Council – Councilor Drexel;
- Council Representative to Gunnison Chamber Advisory Committee – Councilor Ferguson;
- Council Representatives to Community Builders Task Force (2) - Councilor Ferguson and Councilor Morrison;

- One Valley Prosperity Project Sub-Committee Representatives;
1) Affordable Housing – Councilor Ferguson; 2) Economic Resiliency – Councilors Schwartz and Morrison; 3) Social Services/Community Health – Mayor Hagan
- Better Cities/Downtown Revitalization Sub-Committee – Councilors Schwartz and Ferguson;
- Council Representative to Gunnison Arts Center Advisory Council – Councilor Ferguson;
- Council Representative to Gunnison Memorial Scholarship Committee – Citizen Sharon Cave; and
- City Website Upgrade Committee – Councilor Morrison

Councilor Ferguson moved and Councilor Drexel seconded the motion to approve the City Council Commissions, Boards and Committees appointments as amended this evening.

Roll call vote, yes: Hagan, Morrison, Schwartz, Ferguson, Drexel. So carried.

Roll call vote, no: None.

New Business:

Action on Chamber Visitor Center Memorandum of Agreement. This item has been discussed by the Council and with the Chamber of Commerce Board at several prior Council Work Session meetings.

Councilor Ferguson moved and Councilor Morrison seconded the motion to approve the Chamber Visitor Center Memorandum of Agreement and to authorize the Mayor to sign said Agreement.

Roll call vote, yes: Morrison, Schwartz, Ferguson, Drexel, Hagan. So carried.

Roll call vote, no: None.

Set Public Hearing on Yard Bird KCL, LLC, Liquor License Application. City Clerk Davidson informed Council that Deputy City Clerk Tara Kindall and Court Clerk/Administrative Assistant Melissa McLeod are processing this liquor license application with the applicants. Deputy Clerk Kindall informed Council a Hotel & Restaurant Liquor License application has been received from Yard Bird KCL, LLC, to be located at 107 S. 12th Street. After Council's acceptance of the application, it will be submitted to the Colorado Liquor Enforcement Division for concurrent review, to City staff and the City Attorney for City review. A public hearing must be set no sooner than 30 days after the application is accepted. The premises will be posted according to State Statutes and the public hearing will be noticed in the Gunnison Country times. The applicants have paid all fees and have submitted their fingerprints and personal history forms as required. In order to expedite the application process and allow the applicants to open for business in a timely manner, staff is requesting a special session be set for conduct of the public hearing and possible action on the application.

Councilor Schwartz moved and Councilor Ferguson seconded the motion to set a Special Session meeting of City Council for 7:00 P.M., Tuesday, February 16, 2016, to conduct a Public Hearing on the new Hotel & Restaurant Liquor License application for Yard Bird KCL, LLC, dba Yard Bird, 107 S. 12th Street, Gunnison, Colorado, and to take possible action on said application.

Roll call vote, yes: Schwartz, Ferguson, Drexel, Hagan, Morrison. So carried.

Roll call vote, no: None.

Resolutions and Ordinances:

Resolution No. 1, Series 2016; Re: Adopting City Fees. Councilor Ferguson introduced Resolution No. 1, Series 2016, and it was read by title only by the City Attorney.

Councilor Ferguson moved and Councilor Drexel seconded the motion that Resolution No. 1, Series 2016; **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GUNNISON, COLORADO, ADOPTING FEES**, be introduced, read, passed and adopted this 12th day of January, 2016.

Roll call vote, yes: Ferguson, Drexel, Hagan, Morrison, Schwartz. So carried.

Roll call vote, no: None.

City Attorney Kathleen Fogo: no report this evening.

Interim City Manager Mark Achen reported he started Monday morning by attending the Public Works weekly crew meeting. He is spending time with each Department Head and will do a Police ride-along tomorrow night. He took a tour of the Community Center and he has had a good introduction. He met with the Assistant County Manager regarding the Better Cities Project. He would like to meet with each Councilor in the next few days.

Acting City Manager Keith Robinson: informed Council another ice jam worked its way down the Taylor to the Gunnison River. It passed through without damage but there may be other ice jams. The river ice is being monitored by County Emergency Services personnel.

City Clerk Gail Davidson: reported after last Tuesday's Council meeting she emailed out 17 RFPs for City Manager Selection services. That was just in time for the 13 state-wide internet outage. The emails finally went through. She will follow up the end of this week with the companies. The RFP is also on the City's website.

Western State Colorado University Student Liaison McKenna Sherry. McKenna informed Council she is replacing Amy Davis as the WSCU Student Liaison to City Council. Amy did not return to campus this semester. Council welcomed McKenna.

Non-Scheduled Citizens: None.

City Council Discussion, Meeting Reports, Items for Work Session:

Councilor Drexel: reported he didn't attend any meetings but did sign some papers for Region 10. Region 10 Director Michelle Haynes was asked by CML to make a presentation on Broadband at the June CML Conference in Vail. He then informed Council the Nordic Club-set trails on the VanTuyl Ranch are being well-used.

Councilor Ferguson: reported he attended the One Valley Prosperity Project (OVPP) Affordable Housing Sub-Committee meeting. There was a lot of good information presented from other municipalities that have affordable housing. Aspen suggests including on-going maintenance costs in the up-front decisions. Summit County has developed a "Fair-Share" policy that delineates cost sharing by the participating entities. Vail stresses keeping the housing affordable into the future. Many projects are only affordable for the first few years or selling cycles. Projects need to be well planned to guarantee on-going affordability.

Councilor Schwartz: reported he attended the OVPP Economic Resiliency Sub-Committee meeting. They discussed the need to develop a non-cyclical economy. He will attend the all-day OVPP training session tomorrow and half day on Thursday. Councilor Schwartz also attended the Gunnison Trails Commission meeting last night. They discussed the CB-Gunnison Trail and the CB to Carbondale Trails that have been included in the Governor's list of "Top 16-in-2016" trails projects. The Commission also discussed the potential paid position at the County to spearhead trails projects and grants acquisition. Fat bike trail grooming was discussed. There is a need to expand fat bike track grooming at Hartman Rocks. The "Borealis Fat Bike World Championship" will be held in Crested Butte in late January. If Council is agreeable, he is looking at attending the Fat Bike Conference that will be held in CB during the Fat Bike Worlds Competition. Council concurred with his attendance. The Kenny Mac Nordic Ski Fest will take place on Saturday, January 30th and the "Black Ice Skate Marathon" event will take place at Blue Mesa on January 31st. Spencer Gordon has groomed a skating trail on the lake for the race.

Councilor Morrison: informed Council she attended the OVPP meeting last week. The four sub-committees met and the Tourism/Recreation group is done. Like Councilor Schwartz, she too will be attending the meeting on Wednesday and Thursday. The Community Builders Task Force website: communitybuilders.org, has some great webinars about the CBTF program that can be viewed. Lastly, the Gunnison Trails Winter Blast fundraising event is being scheduled for February 17th at WSCU.

Mayor Hagan: stated he attended three meetings. He attended the OVPP Health sub-committee meeting. He is very impressed with the work being done by that group. They want to continue the committee after the OVPP ends. He attended the Gunnison Valley Regional Housing Authority meeting where it was reported the Anthracite Place unit's applications will become available on

January 15th. Placement will be a first-come, first-served basis as complete qualifying applications are received. Construction on those units is on track. An inventory of publicly-owned land that could be used for affordable housing is being developed. Mayor Hagan also attended the Mayors'/Managers' meeting last Thursday. The group discussed the Colorado Statewide Water Plan. Also at that meeting, RE1J reported the ballot-issue watchdog group is continuing its oversight of the funds being spent and CB Manager Todd Crosset reported there will be another affordable housing development in Crested Butte in the near future.

Adjournment: Mayor Hagan called for any further discussion from Council, Staff or the public, and hearing none, adjourned the meeting at 7:41 P.M.

Mayor

City Clerk



Memorandum

To: City Council
From: Ben Cowan
Date: 1/20/2016
Re: 2016 Contracts for Service

Attached are the recommended agreements for the 2016 Contracts for Service.

I have included your requested modifications to the agreement which include the reporting requirement by October 31 as well as a copy of the literature that demonstrates the receipt of City funds. I have requested the 2015 reports from those organizations that have not yet submitted them.

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.

2016 Contracts for Service

Center for Adult & Family Education	1,500
Colorado Water Workshop	1,000
Gunnison Council for the Arts (Gunnison Arts Center)	25,000
Gunnison Country Food Pantry	5,000
Gunnison County Pioneer and Historical Society	5,000
Gunnison Nordic Club, Inc.	1,000
Gunnison Valley Animal Welfare League	1,000
Gunnison Valley Health Foundation	1,800
Gunnison Valley Regional Housing Authority	36,000
Project Hope	1,500
Saferide of Gunnison, Inc.	4,000
Six Points Evaluation & Training, Inc.	2,500
Western State Colorado University Communications	<u>10,000</u>
TOTAL	\$95,300

Please note that the Council has also committed to the housing needs assessment. As soon as the project cost has been determined (a planning grant is also being pursued from the Department of Local Affairs), funding will be supported through the Economic Development line item in the Contracts for Service budget.

Requested Action: A motion to authorize the Mayor's signature on the Memorandums of Agreement for the above organizations; and to authorize the release of the budgeted 2016 funds for these programs.

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement ("MOA") made effective this _____ day of _____, 2016, is by and between CITY OF GUNNISON, a Colorado home-rule municipality, existing under the laws of the State of Colorado, hereinafter called "CITY", and CENTER FOR ADULT & FAMILY EDUCATION, a non-profit corporation of the State of Colorado, hereinafter called "CAFÉ".

RECITALS

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

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

AGREEMENT

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

1. TERM.

The term of this Agreement shall commence on January 1, 2016 and shall terminate on December 31, 2016, unless sooner terminated or replaced as provided herein.

2. COMPENSATION, BONUS AND EXPENSES.

- (a) CITY hereby agrees to provide the funds previously appropriated and budgeted to CAFÉ in the amount of One Thousand Five Hundred Dollars and No Cents (\$1,500.00), within thirty (30) days of execution of this agreement to be used for improvement of self-sufficiency, self-confidence, and employment opportunities among students through the development of functional English language skills and increasing enrollment and retention by offering relevant curricula and engaging students in meaningful educational activities.
- (b) This Agreement is subject to CITY making an annual budget appropriation in an amount sufficient to fund this Agreement. If CITY fails or refuses to make such an appropriation, CITY reserves the right to terminate this Agreement without penalty to CAFÉ pursuant to paragraph 10 of this Agreement.
- (c) CITY reserves the right to amend this agreement to reduce the contribution stated herein if the 2015 CITY audit should result in a significantly lower fund balance than projected.

3. CONSIDERATION.

- (a) CAFÉ agrees acknowledge the financial support of the City of Gunnison in advertising and promotional literature. Copies of such advertising and literature must be provided to the Finance Director of the CITY pursuant to paragraph 9 of

this Agreement and may be submitted in an electronic format. Photos will be accepted as satisfaction of this requirement.

- (b) CAFÉ agrees to provide the CITY with a synopsis of the program's accomplishments during the term of this agreement no later than October 31, 2016, which includes the program's actual revenues and expenditures for 2015 and estimated revenues and expenditures for 2016. Such written synopsis must be provided to the Finance Director of the CITY pursuant to paragraph 9 of this Agreement and may be submitted in an electronic format.
- (c) CAFÉ agrees to demonstrate on-going efforts to cooperate and collaborate with other community based organizations and groups.
- (d) CAFÉ agrees to demonstrate financial support (both cash and in-kind) from other resources (exclusive of the City of Gunnison).

4. INDEMNIFICATION.

- (a) CAFÉ agrees to indemnify, defend and hold harmless CITY, its Council, agents and employees of and from any and all liability, claims, liens, demands, actions and causes of action whatsoever (including reasonable attorney's and expert's fees and costs) arising out of or related to any loss, cost, damage or injury, including death, of any person or damage to property of any kind caused by the misconduct or negligent acts, errors or omissions of CAFÉ or its employees, sub-contractors or agents in connection with this Agreement.
- (b) This provision shall survive any termination or expiration of this Agreement with respect to any liability, injury or damage occurring prior to such termination.

5. INSURANCE.

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

- (a) Worker's Compensation Insurance in accordance with Colorado and Federal law which adequately protects all labor employed by CAFÉ during the term of this Agreement.
- (b) Comprehensive General Liability Insurance or the equivalent for any injury to one person in any single occurrence, Three Hundred Fifty Thousand and No/100 U.S. Dollars (\$350,000.00); and For an injury to two or more persons in any single occurrence, the sum of Nine Hundred Ninety Thousand and No/100 U.S. Dollars (\$990,000.00).
- (c) Comprehensive automobile liability insurance on all vehicles used in the Services, in an amount no less than Three Hundred Fifty Thousand and No/100 U.S. Dollars (\$350,000.00) for any injury to one person in any single occurrence and in an

amount no less than Nine Hundred Ninety Thousand and No/100 U.S. Dollars (\$990,000.00) for any injury to two or more persons in any single occurrence.

6. INDEPENDENT CONTRACTOR.

- (a) In carrying out its obligations and activities under this Agreement, CAFÉ is acting as an independent contractor and not as an agent, partner, joint venture or employee of CITY. CAFÉ does not have any authority to bind CITY in any manner whatsoever.
- (b) CAFÉ acknowledges and agrees that CAFÉ is not entitled to: (i) unemployment insurance benefits; or (ii) Workers Compensation coverage, from CITY. Further, CAFÉ is obligated to pay federal and state income tax on any moneys paid it related to the services.

7. DELEGATION AND ASSIGNMENT.

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

8. ILLEGAL ALIEN CERTIFICATION.

The Following Certifications are made by CAFÉ pursuant to C.R.S. 8-17.5-101, et seq.:

- (a) CAFÉ shall not knowingly employ or contract with an illegal alien to perform work under this Contract or enter into a contract with a subcontractor that fails to certify to CAFÉ that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under the Contract;
- (b) CAFÉ has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Contract through participation in either the e-verify program or the department program;
- (c) CAFÉ certifies that it will use either the e-verify program or the department program procedures to undertake pre-employment screening of job applicants while this Contract is being performed;
- (d) If CAFÉ obtains actual knowledge that a subcontractor performing work under this Contract knowingly employs or contracts with an illegal alien, CAFÉ shall be required to: (1) notify the subcontractor and the CITY within three days that CAFÉ has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and (2) terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to subsection (1), the subcontractor does not stop employing or contracting with the illegal alien; except that CAFÉ shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien;

- (e) CAFÉ shall comply with any reasonable request by the department made in the course of an investigation that the department is undertaking pursuant to the authority established in Section 8-17.5-102(5).
- (f) If CAFÉ violates a provision of this Contract regarding requirements under Section 8-17.5-102(2), C.R.S., the CITY may terminate this Contract for a breach of the Contract. If the Contract is so terminated, CAFÉ shall be liable for actual and consequential damages to the CITY. In the event of termination under this provision, the CITY is required to notify the Secretary of State.

9. NOTICES.

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

CITY: Finance Director
City of Gunnison
201 W. Virginia Ave.
Gunnison, Colorado 81230
Phone: 970-641-8162

CAFÉ: CENTER FOR ADULT & FAMILY EDUCATION
Mary Burt
225 N. Pine St.
Gunnison, CO 81230

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

10. TERMINATION.

Either party shall have the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days prior written notice to the other.

11. MISCELLANEOUS.

- (a) SEVERABILITY. If any clause or provision of this Agreement shall be held to be invalid in whole or in part, then the remaining clauses and provisions, or portions thereof, shall nevertheless be and remain in full force and effect.
- (b) AMENDMENT. No amendment, alteration, modification of or addition to this Agreement shall be valid or binding unless expressed in writing and signed by the parties to be bound thereby.
- (c) NO WAIVER OF GOVERNMENTAL IMMUNITY. Nothing in this Agreement is, or shall be construed to be, a waiver, in whole or part, by CITY of governmental immunity provided by the Colorado Governmental Immunity Act or otherwise.

12. ATTORNEYS FEES.

If any party hereto shall bring any suit or action against another for relief, declaratory or otherwise, arising out of this Agreement, the prevailing party shall have and recover against the other party, in addition to all court costs and disbursements, such sum as the court may adjudge to be reasonable attorneys fees and expert witness fees.

13. GOVERNING LAW.

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

14. ENTIRE AGREEMENT.

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

15. COUNTERPARTS: FACSIMILE TRANSMISSION.

This Agreement may be executed by facsimile and/or in any number of counterparts, any or all of which may contain the signatures of less than all the parties, and all of which shall be construed together as but a single instrument and shall be binding on the parties as though originally executed on one originally executed document. All facsimile counterparts shall be promptly followed with delivery of original executed counterparts.

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

CITY OF GUNNISON, a Colorado
home-rule municipality

ATTEST:

By: _____
Richard Hagan
Mayor

Gail A. Davidson
City Clerk

CENTER FOR ADULT & FAMILY EDUCATION

By: _____

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement ("MOA") made effective this ____ day of _____, 2016, is by and between CITY OF GUNNISON, a Colorado home-rule municipality, existing under the laws of the State of Colorado, hereinafter called "CITY", and COLORADO WATER WORKSHOP, a non-profit corporation of the State of Colorado, hereinafter called "WATER WORKSHOP".

RECITALS

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

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

AGREEMENT

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

1. TERM.

The term of this Agreement shall commence on January 1, 2016 and shall terminate on December 31, 2016, unless sooner terminated or replaced as provided herein.

2. COMPENSATION, BONUS AND EXPENSES.

- (a) CITY hereby agrees to provide the funds previously appropriated and budgeted to WATER WORKSHOP in the amount of One Thousand Dollars and No Cents (\$1,000.00), within thirty (30) days of execution of this agreement to be used for increasing attendance, developing engaging programming that addresses a range of current water issues in Colorado and the West, and continuing to grow revenue streams through sponsorships in order to support the development of an excellent program.
- (b) This Agreement is subject to CITY making an annual budget appropriation in an amount sufficient to fund this Agreement. If CITY fails or refuses to make such an appropriation, CITY reserves the right to terminate this Agreement without penalty to WATER WORKSHOP pursuant to paragraph 10 of this Agreement.
- (c) CITY reserves the right to amend this agreement to reduce the contribution stated herein if the 2015 CITY audit should result in a significantly lower fund balance than projected.

3. CONSIDERATION.

- (a) WATER WORKSHOP agrees acknowledge the financial support of the City of Gunnison in advertising and promotional literature. Copies of such advertising and

literature must be provided to the Finance Director of the CITY pursuant to paragraph 9 of this Agreement and may be submitted in an electronic format. Photos will be accepted as satisfaction of this requirement.

- (b) WATER WORKSHOP agrees to provide the CITY with a synopsis of the program's accomplishments during the term of this agreement no later than October 31, 2016, which includes the program's actual revenues and expenditures for 2015 and estimated revenues and expenditures for 2016. Such written synopsis must be provided to the Finance Director of the CITY pursuant to paragraph 9 of this Agreement and may be submitted in an electronic format.
- (c) WATER WORKSHOP agrees to demonstrate on-going efforts to cooperate and collaborate with other community based organizations and groups.
- (d) WATER WORKSHOP agrees to demonstrate financial support (both cash and in-kind) from other resources (exclusive of the City of Gunnison).

4. INDEMNIFICATION.

- (a) WATER WORKSHOP agrees to indemnify, defend and hold harmless CITY, its Council, agents and employees of and from any and all liability, claims, liens, demands, actions and causes of action whatsoever (including reasonable attorney's and expert's fees and costs) arising out of or related to any loss, cost, damage or injury, including death, of any person or damage to property of any kind caused by the misconduct or negligent acts, errors or omissions of WATER WORKSHOP or its employees, sub-contractors or agents in connection with this Agreement.
- (b) This provision shall survive any termination or expiration of this Agreement with respect to any liability, injury or damage occurring prior to such termination.

5. INSURANCE.

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

- (a) Worker's Compensation Insurance in accordance with Colorado and Federal law which adequately protects all labor employed by WATER WORKSHOP during the term of this Agreement.
- (b) Comprehensive General Liability Insurance or the equivalent for any injury to one person in any single occurrence, Three Hundred Fifty Thousand and No/100 U.S. Dollars (\$350,000.00); and For an injury to two or more persons in any single occurrence, the sum of Nine Hundred Ninety Thousand and No/100 U.S. Dollars (\$990,000.00).

- (c) Comprehensive automobile liability insurance on all vehicles used in the Services, in an amount no less than Three Hundred Fifty Thousand and No/100 U.S. Dollars (\$350,000.00) for any injury to one person in any single occurrence and in an amount no less than Nine Hundred Ninety Thousand and No/100 U.S. Dollars (\$990,000.00) for any injury to two or more persons in any single occurrence.

6. INDEPENDENT CONTRACTOR.

- (a) In carrying out its obligations and activities under this Agreement, WATER WORKSHOP is acting as an independent contractor and not as an agent, partner, joint venture or employee of CITY. WATER WORKSHOP does not have any authority to bind CITY in any manner whatsoever.
- (b) WATER WORKSHOP acknowledges and agrees that WATER WORKSHOP is not entitled to: (i) unemployment insurance benefits; or (ii) Workers Compensation coverage, from CITY. Further, WATER WORKSHOP is obligated to pay federal and state income tax on any moneys paid it related to the services.

7. DELEGATION AND ASSIGNMENT.

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

8. ILLEGAL ALIEN CERTIFICATION.

The Following Certifications are made by WATER WORKSHOP pursuant to C.R.S. 8-17.5-101, et seq.:

- (a) WATER WORKSHOP shall not knowingly employ or contract with an illegal alien to perform work under this Contract or enter into a contract with a subcontractor that fails to certify to WATER WORKSHOP that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under the Contract;
- (b) WATER WORKSHOP has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Contract through participation in either the e-verify program or the department program;
- (c) WATER WORKSHOP certifies that it will use either the e-verify program or the department program procedures to undertake pre-employment screening of job applicants while this Contract is being performed;
- (d) If WATER WORKSHOP obtains actual knowledge that a subcontractor performing work under this Contract knowingly employs or contracts with an illegal alien, WATER WORKSHOP shall be required to: (1) notify the subcontractor and the CITY within three days that WATER WORKSHOP has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and (2) terminate the subcontract with the subcontractor if within three days of receiving the notice

required pursuant to subsection (1), the subcontractor does not stop employing or contracting with the illegal alien; except that WATER WORKSHOP shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien;

- (e) WATER WORKSHOP shall comply with any reasonable request by the department made in the course of an investigation that the department is undertaking pursuant to the authority established in Section 8-17.5-102(5).
- (f) If WATER WORKSHOP violates a provision of this Contract regarding requirements under Section 8-17.5-102(2), C.R.S., the CITY may terminate this Contract for a breach of the Contract. If the Contract is so terminated, WATER WORKSHOP shall be liable for actual and consequential damages to the CITY. In the event of termination under this provision, the CITY is required to notify the Secretary of State.

9. NOTICES.

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

CITY: Finance Director
City of Gunnison
201 W. Virginia Ave.
Gunnison, Colorado 81230
Phone: 970-641-8162

WATER WORKSHOP: COLORADO WATER WORKSHOP
Jeff Sellen
600 N. Adams, Western State CO University
Gunnison, CO 81230

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

10. TERMINATION.

Either party shall have the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days prior written notice to the other.

11. MISCELLANEOUS.

- (a) SEVERABILITY. If any clause or provision of this Agreement shall be held to be invalid in whole or in part, then the remaining clauses and provisions, or portions thereof, shall nevertheless be and remain in full force and effect.
- (b) AMENDMENT. No amendment, alteration, modification of or addition to this Agreement shall be valid or binding unless expressed in writing and signed by the parties to be bound thereby.

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

12. ATTORNEYS FEES.

If any party hereto shall bring any suit or action against another for relief, declaratory or otherwise, arising out of this Agreement, the prevailing party shall have and recover against the other party, in addition to all court costs and disbursements, such sum as the court may adjudge to be reasonable attorneys fees and expert witness fees.

13. GOVERNING LAW.

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

14. ENTIRE AGREEMENT.

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

15. COUNTERPARTS: FACSIMILE TRANSMISSION.

This Agreement may be executed by facsimile and/or in any number of counterparts, any or all of which may contain the signatures of less than all the parties, and all of which shall be construed together as but a single instrument and shall be binding on the parties as though originally executed on one originally executed document. All facsimile counterparts shall be promptly followed with delivery of original executed counterparts.

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

CITY OF GUNNISON, a Colorado
home-rule municipality

ATTEST:

By: _____
Richard Hagan
Mayor

Gail A. Davidson
City Clerk

COLORADO WATER WORKSHOP

By: _____

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement ("MOA") made effective this ____ day of _____, 2016, is by and between CITY OF GUNNISON, a Colorado home-rule municipality, existing under the laws of the State of Colorado, hereinafter called "CITY", and GUNNISON COUNCIL FOR THE ARTS (GUNNISON ARTS CENTER), a non-profit corporation of the State of Colorado, hereinafter called "ARTS CENTER".

RECITALS

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

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

AGREEMENT

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

1. TERM.

The term of this Agreement shall commence on January 1, 2016 and shall terminate on December 31, 2016, unless sooner terminated or replaced as provided herein.

2. COMPENSATION, BONUS AND EXPENSES.

- (a) CITY hereby agrees to provide the funds previously appropriated and budgeted to ARTS CENTER in the amount of Twenty Five Thousand Dollars and No Cents (\$25,000.00), within thirty (30) days of execution of this agreement to be used for developing diverse and high quality visual and performing arts programming to be offered year round (including arts education for all ages, gallery exhibits, community theater, film, poetry and concert events. The ARTS CENTER will offer community oriented programming that encourages participation by as many community members as possible. The ARTS CENTER will increase the economic prosperity of the Gunnison valley by encouraging and enhancing the cultural experience of residents and visitors alike. By offering entertaining evening events, the ARTS CENTER will promote and drive downtown activity throughout the year.
- (b) This Agreement is subject to CITY making an annual budget appropriation in an amount sufficient to fund this Agreement. If CITY fails or refuses to make such an appropriation, CITY reserves the right to terminate this Agreement without penalty to ARTS CENTER pursuant to paragraph 10 of this Agreement.
- (c) CITY reserves the right to amend this agreement to reduce the contribution stated herein if the 2015 CITY audit should result in a significantly lower fund balance than projected.

3. CONSIDERATION.

- (a) ARTS CENTER agrees acknowledge the financial support of the City of Gunnison in advertising and promotional literature. Copies of such advertising and literature must be provided to the Finance Director of the CITY pursuant to paragraph 9 of this Agreement and may be submitted in an electronic format. Photos will be accepted as satisfaction of this requirement.
- (b) ARTS CENTER agrees to provide the CITY with a synopsis of the program's accomplishments during the term of this agreement no later than October 31, 2016, which includes the program's actual revenues and expenditures for 2015 and estimated revenues and expenditures for 2016. Such written synopsis must be provided to the Finance Director of the CITY pursuant to paragraph 9 of this Agreement and may be submitted in an electronic format.
- (c) ARTS CENTER agrees to demonstrate on-going efforts to cooperate and collaborate with other community based organizations and groups.
- (d) ARTS CENTER agrees to demonstrate financial support (both cash and in-kind) from other resources (exclusive of the City of Gunnison).

4. INDEMNIFICATION.

- (a) ARTS CENTER agrees to indemnify, defend and hold harmless CITY, its Council, agents and employees of and from any and all liability, claims, liens, demands, actions and causes of action whatsoever (including reasonable attorney's and expert's fees and costs) arising out of or related to any loss, cost, damage or injury, including death, of any person or damage to property of any kind caused by the misconduct or negligent acts, errors or omissions of ARTS CENTER or its employees, sub-contractors or agents in connection with this Agreement.
- (b) This provision shall survive any termination or expiration of this Agreement with respect to any liability, injury or damage occurring prior to such termination.

5. INSURANCE.

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

- (a) Worker's Compensation Insurance in accordance with Colorado and Federal law which adequately protects all labor employed by ARTS CENTER during the term of this Agreement.
- (b) Comprehensive General Liability Insurance or the equivalent for any injury to one person in any single occurrence, Three Hundred Fifty Thousand and No/100 U.S. Dollars (\$350,000.00); and For an injury to two or more persons in any single

occurrence, the sum of Nine Hundred Ninety Thousand and No/100 U.S. Dollars (\$990,000.00).

- (c) Comprehensive automobile liability insurance on all vehicles used in the Services, in an amount no less than Three Hundred Fifty Thousand and No/100 U.S. Dollars (\$350,000.00) for any injury to one person in any single occurrence and in an amount no less than Nine Hundred Ninety Thousand and No/100 U.S. Dollars (\$990,000.00) for any injury to two or more persons in any single occurrence.

6. INDEPENDENT CONTRACTOR.

- (a) In carrying out its obligations and activities under this Agreement, ARTS CENTER is acting as an independent contractor and not as an agent, partner, joint venture or employee of CITY. ARTS CENTER does not have any authority to bind CITY in any manner whatsoever.
- (b) ARTS CENTER acknowledges and agrees that ARTS CENTER is not entitled to: (i) unemployment insurance benefits; or (ii) Workers Compensation coverage, from CITY. Further, ARTS CENTER is obligated to pay federal and state income tax on any moneys paid it related to the services.

7. DELEGATION AND ASSIGNMENT.

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

8. ILLEGAL ALIEN CERTIFICATION.

The Following Certifications are made by ARTS CENTER pursuant to C.R.S. 8-17.5-101, et seq.:

- (a) ARTS CENTER shall not knowingly employ or contract with an illegal alien to perform work under this Contract or enter into a contract with a subcontractor that fails to certify to ARTS CENTER that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under the Contract;
- (b) ARTS CENTER has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Contract through participation in either the e-verify program or the department program;
- (c) ARTS CENTER certifies that it will use either the e-verify program or the department program procedures to undertake pre-employment screening of job applicants while this Contract is being performed;
- (d) If ARTS CENTER obtains actual knowledge that a subcontractor performing work under this Contract knowingly employs or contracts with an illegal alien, ARTS CENTER shall be required to: (1) notify the subcontractor and the CITY within three days that ARTS CENTER has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and (2) terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant

to subsection (1), the subcontractor does not stop employing or contracting with the illegal alien; except that ARTS CENTER shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien;

- (e) ARTS CENTER shall comply with any reasonable request by the department made in the course of an investigation that the department is undertaking pursuant to the authority established in Section 8-17.5-102(5).
- (f) If ARTS CENTER violates a provision of this Contract regarding requirements under Section 8-17.5-102(2), C.R.S., the CITY may terminate this Contract for a breach of the Contract. If the Contract is so terminated, ARTS CENTER shall be liable for actual and consequential damages to the CITY. In the event of termination under this provision, the CITY is required to notify the Secretary of State.

9. NOTICES.

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

CITY: Finance Director
City of Gunnison
201 W. Virginia Ave.
Gunnison, Colorado 81230
Phone: 970-641-8162

ARTS CENTER: GUNNISON COUNCIL FOR THE ARTS (GUNNISON
ARTS CENTER)
Carlie Kenton
102 S. Main St.
Gunnison, CO 81230

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

10. TERMINATION.

Either party shall have the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days prior written notice to the other.

11. MISCELLANEOUS.

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

- (b) AMENDMENT. No amendment, alteration, modification of or addition to this Agreement shall be valid or binding unless expressed in writing and signed by the parties to be bound thereby.
- (c) NO WAIVER OF GOVERNMENTAL IMMUNITY. Nothing in this Agreement is, or shall be construed to be, a waiver, in whole or part, by CITY of governmental immunity provided by the Colorado Governmental Immunity Act or otherwise.

12. ATTORNEYS FEES.

If any party hereto shall bring any suit or action against another for relief, declaratory or otherwise, arising out of this Agreement, the prevailing party shall have and recover against the other party, in addition to all court costs and disbursements, such sum as the court may adjudge to be reasonable attorneys fees and expert witness fees.

13. GOVERNING LAW.

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

14. ENTIRE AGREEMENT.

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

15. COUNTERPARTS: FACSIMILE TRANSMISSION.

This Agreement may be executed by facsimile and/or in any number of counterparts, any or all of which may contain the signatures of less than all the parties, and all of which shall be construed together as but a single instrument and shall be binding on the parties as though originally executed on one originally executed document. All facsimile counterparts shall be promptly followed with delivery of original executed counterparts.

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

CITY OF GUNNISON, a Colorado
home-rule municipality

ATTEST:

By: _____
Richard Hagan
Mayor

Gail A. Davidson
City Clerk

GUNNISON COUNCIL FOR THE ARTS
(GUNNISON ARTS CENTER)

By: _____

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement ("MOA") made effective this ____ day of _____, 2016, is by and between CITY OF GUNNISON, a Colorado home-rule municipality, existing under the laws of the State of Colorado, hereinafter called "CITY", and GUNNISON COUNTRY FOOD PANTRY, a non-profit corporation of the State of Colorado, hereinafter called "FOOD PANTRY".

RECITALS

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

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

AGREEMENT

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

1. TERM.

The term of this Agreement shall commence on January 1, 2016 and shall terminate on December 31, 2016, unless sooner terminated or replaced as provided herein.

2. COMPENSATION, BONUS AND EXPENSES.

- (a) CITY hereby agrees to provide the funds previously appropriated and budgeted to FOOD PANTRY in the amount of Five Thousand Dollars and No Cents (\$5,000.00), within thirty (30) days of execution of this agreement to be used for the provision of nutritious food assistance for full-time citizens of Gunnison County (76% of whom live in the city) facing food insecurity due to unemployment/underemployment, medical and emergency situations. The FOOD PANTRY will provide food assistance to elementary and middle school children by working in collaboration with the Gunnison Watershed School District. The FOOD PANTRY will continue to assist retired full-time citizens of Gunnison on limited fixed incomes meet the rising cost of living through our Seniors Day program.
- (b) This Agreement is subject to CITY making an annual budget appropriation in an amount sufficient to fund this Agreement. If CITY fails or refuses to make such an appropriation, CITY reserves the right to terminate this Agreement without penalty to FOOD PANTRY pursuant to paragraph 10 of this Agreement.
- (c) CITY reserves the right to amend this agreement to reduce the contribution stated herein if the 2015 CITY audit should result in a significantly lower fund balance than projected.

3. CONSIDERATION.

- (a) FOOD PANTRY agrees acknowledge the financial support of the City of Gunnison in advertising and promotional literature. Copies of such advertising and literature must be provided to the Finance Director of the CITY pursuant to paragraph 9 of this Agreement and may be submitted in an electronic format. Photos will be accepted as satisfaction of this requirement.
- (b) FOOD PANTRY agrees to provide the CITY with a synopsis of the program's accomplishments during the term of this agreement no later than October 31, 2016, which includes the program's actual revenues and expenditures for 2015 and estimated revenues and expenditures for 2016. Such written synopsis must be provided to the Finance Director of the CITY pursuant to paragraph 9 of this Agreement and may be submitted in an electronic format.
- (c) FOOD PANTRY agrees to demonstrate on-going efforts to cooperate and collaborate with other community based organizations and groups.
- (d) FOOD PANTRY agrees to demonstrate financial support (both cash and in-kind) from other resources (exclusive of the City of Gunnison).

4. INDEMNIFICATION.

- (a) FOOD PANTRY agrees to indemnify, defend and hold harmless CITY, its Council, agents and employees of and from any and all liability, claims, liens, demands, actions and causes of action whatsoever (including reasonable attorney's and expert's fees and costs) arising out of or related to any loss, cost, damage or injury, including death, of any person or damage to property of any kind caused by the misconduct or negligent acts, errors or omissions of FOOD PANTRY or its employees, sub-contractors or agents in connection with this Agreement.
- (b) This provision shall survive any termination or expiration of this Agreement with respect to any liability, injury or damage occurring prior to such termination.

5. INSURANCE.

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

- (a) Worker's Compensation Insurance in accordance with Colorado and Federal law which adequately protects all labor employed by FOOD PANTRY during the term of this Agreement.
- (b) Comprehensive General Liability Insurance or the equivalent for any injury to one person in any single occurrence, Three Hundred Fifty Thousand and No/100 U.S. Dollars (\$350,000.00); and For an injury to two or more persons in any single occurrence, the sum of Nine Hundred Ninety Thousand and No/100 U.S. Dollars (\$990,000.00).

- (c) Comprehensive automobile liability insurance on all vehicles used in the Services, in an amount no less than Three Hundred Fifty Thousand and No/100 U.S. Dollars (\$350,000.00) for any injury to one person in any single occurrence and in an amount no less than Nine Hundred Ninety Thousand and No/100 U.S. Dollars (\$990,000.00) for any injury to two or more persons in any single occurrence.

6. INDEPENDENT CONTRACTOR.

- (a) In carrying out its obligations and activities under this Agreement, FOOD PANTRY is acting as an independent contractor and not as an agent, partner, joint venture or employee of CITY. FOOD PANTRY does not have any authority to bind CITY in any manner whatsoever.
- (b) FOOD PANTRY acknowledges and agrees that FOOD PANTRY is not entitled to: (i) unemployment insurance benefits; or (ii) Workers Compensation coverage, from CITY. Further, FOOD PANTRY is obligated to pay federal and state income tax on any moneys paid it related to the services.

7. DELEGATION AND ASSIGNMENT.

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

8. ILLEGAL ALIEN CERTIFICATION.

The Following Certifications are made by FOOD PANTRY pursuant to C.R.S. 8-17.5-101, et seq.:

- (a) FOOD PANTRY shall not knowingly employ or contract with an illegal alien to perform work under this Contract or enter into a contract with a subcontractor that fails to certify to FOOD PANTRY that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under the Contract;
- (b) FOOD PANTRY has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Contract through participation in either the e-verify program or the department program;
- (c) FOOD PANTRY certifies that it will use either the e-verify program or the department program procedures to undertake pre-employment screening of job applicants while this Contract is being performed;
- (d) If FOOD PANTRY obtains actual knowledge that a subcontractor performing work under this Contract knowingly employs or contracts with an illegal alien, FOOD PANTRY shall be required to: (1) notify the subcontractor and the CITY within three days that FOOD PANTRY has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and (2) terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to subsection (1), the subcontractor does not stop employing or contracting with the illegal alien; except that FOOD PANTRY shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information

to establish that the subcontractor has not knowingly employed or contracted with an illegal alien;

- (e) FOOD PANTRY shall comply with any reasonable request by the department made in the course of an investigation that the department is undertaking pursuant to the authority established in Section 8-17.5-102(5).
- (f) If FOOD PANTRY violates a provision of this Contract regarding requirements under Section 8-17.5-102(2), C.R.S., the CITY may terminate this Contract for a breach of the Contract. If the Contract is so terminated, FOOD PANTRY shall be liable for actual and consequential damages to the CITY. In the event of termination under this provision, the CITY is required to notify the Secretary of State.

9. NOTICES.

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

CITY: Finance Director
City of Gunnison
201 W. Virginia Ave.
Gunnison, Colorado 81230
Phone: 970-641-8162

FOOD PANTRY: GUNNISON COUNTRY FOOD PANTRY
Katie Dix
PO Box 7077
Gunnison, CO 81230

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

10. TERMINATION.

Either party shall have the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days prior written notice to the other.

11. MISCELLANEOUS.

- (a) SEVERABILITY. If any clause or provision of this Agreement shall be held to be invalid in whole or in part, then the remaining clauses and provisions, or portions thereof, shall nevertheless be and remain in full force and effect.
- (b) AMENDMENT. No amendment, alteration, modification of or addition to this Agreement shall be valid or binding unless expressed in writing and signed by the parties to be bound thereby.

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

12. ATTORNEYS FEES.

If any party hereto shall bring any suit or action against another for relief, declaratory or otherwise, arising out of this Agreement, the prevailing party shall have and recover against the other party, in addition to all court costs and disbursements, such sum as the court may adjudge to be reasonable attorneys fees and expert witness fees.

13. GOVERNING LAW.

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

14. ENTIRE AGREEMENT.

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

15. COUNTERPARTS: FACSIMILE TRANSMISSION.

This Agreement may be executed by facsimile and/or in any number of counterparts, any or all of which may contain the signatures of less than all the parties, and all of which shall be construed together as but a single instrument and shall be binding on the parties as though originally executed on one originally executed document. All facsimile counterparts shall be promptly followed with delivery of original executed counterparts.

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

CITY OF GUNNISON, a Colorado
home-rule municipality

ATTEST:

By: _____
Richard Hagan
Mayor

Gail A. Davidson
City Clerk

GUNNISON COUNTRY FOOD PANTRY

By: _____

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement ("MOA") made effective this _____ day of _____, 2016, is by and between CITY OF GUNNISON, a Colorado home-rule municipality, existing under the laws of the State of Colorado, hereinafter called "CITY", and GUNNISON COUNTY PIONEER AND HISTORICAL SOCIETY, a non-profit corporation of the State of Colorado, hereinafter called "MUSEUM".

RECITALS

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

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

AGREEMENT

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

1. TERM.

The term of this Agreement shall commence on January 1, 2016 and shall terminate on December 31, 2016, unless sooner terminated or replaced as provided herein.

2. COMPENSATION, BONUS AND EXPENSES.

- (a) CITY hereby agrees to provide the funds previously appropriated and budgeted to MUSEUM in the amount of Five Thousand Dollars and No Cents (\$5,000.00), within thirty (30) days of execution of this agreement to be used for fencing 8 acres of land, repairing and updating golf carts, and painting several buildings.
- (b) This Agreement is subject to CITY making an annual budget appropriation in an amount sufficient to fund this Agreement. If CITY fails or refuses to make such an appropriation, CITY reserves the right to terminate this Agreement without penalty to MUSEUM pursuant to paragraph 10 of this Agreement.
- (c) CITY reserves the right to amend this agreement to reduce the contribution stated herein if the 2015 CITY audit should result in a significantly lower fund balance than projected.

3. CONSIDERATION.

- (a) MUSEUM agrees acknowledge the financial support of the City of Gunnison in advertising and promotional literature. Copies of such advertising and literature must be provided to the Finance Director of the CITY pursuant to paragraph 9 of this Agreement and may be submitted in an electronic format. Photos will be accepted as satisfaction of this requirement.

- (b) MUSEUM agrees to provide the CITY with a synopsis of the program's accomplishments during the term of this agreement no later than October 31, 2016, which includes the program's actual revenues and expenditures for 2015 and estimated revenues and expenditures for 2016. Such written synopsis must be provided to the Finance Director of the CITY pursuant to paragraph 9 of this Agreement and may be submitted in an electronic format.
- (c) MUSEUM agrees to demonstrate on-going efforts to cooperate and collaborate with other community based organizations and groups.
- (d) MUSEUM agrees to demonstrate financial support (both cash and in-kind) from other resources (exclusive of the City of Gunnison).

4. INDEMNIFICATION.

- (a) MUSEUM agrees to indemnify, defend and hold harmless CITY, its Council, agents and employees of and from any and all liability, claims, liens, demands, actions and causes of action whatsoever (including reasonable attorney's and expert's fees and costs) arising out of or related to any loss, cost, damage or injury, including death, of any person or damage to property of any kind caused by the misconduct or negligent acts, errors or omissions of MUSEUM or its employees, sub-contractors or agents in connection with this Agreement.
- (b) This provision shall survive any termination or expiration of this Agreement with respect to any liability, injury or damage occurring prior to such termination.

5. INSURANCE.

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

- (a) Worker's Compensation Insurance in accordance with Colorado and Federal law which adequately protects all labor employed by MUSEUM during the term of this Agreement.
- (b) Comprehensive General Liability Insurance or the equivalent for any injury to one person in any single occurrence, Three Hundred Fifty Thousand and No/100 U.S. Dollars (\$350,000.00); and For an injury to two or more persons in any single occurrence, the sum of Nine Hundred Ninety Thousand and No/100 U.S. Dollars (\$990,000.00).
- (c) Comprehensive automobile liability insurance on all vehicles used in the Services, in an amount no less than Three Hundred Fifty Thousand and No/100 U.S. Dollars (\$350,000.00) for any injury to one person in any single occurrence and in an amount no less than Nine Hundred Ninety Thousand and No/100 U.S. Dollars (\$990,000.00) for any injury to two or more persons in any single occurrence.

6. INDEPENDENT CONTRACTOR.

- (a) In carrying out its obligations and activities under this Agreement, MUSEUM is acting as an independent contractor and not as an agent, partner, joint venture or employee of CITY. MUSEUM does not have any authority to bind CITY in any manner whatsoever.
- (b) MUSEUM acknowledges and agrees that MUSEUM is not entitled to: (i) unemployment insurance benefits; or (ii) Workers Compensation coverage, from CITY. Further, MUSEUM is obligated to pay federal and state income tax on any moneys paid it related to the services.

7. DELEGATION AND ASSIGNMENT.

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

8. ILLEGAL ALIEN CERTIFICATION.

The Following Certifications are made by MUSEUM pursuant to C.R.S. 8-17.5-101, et seq.:

- (a) MUSEUM shall not knowingly employ or contract with an illegal alien to perform work under this Contract or enter into a contract with a subcontractor that fails to certify to MUSEUM that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under the Contract;
- (b) MUSEUM has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Contract through participation in either the e-verify program or the department program;
- (c) MUSEUM certifies that it will use either the e-verify program or the department program procedures to undertake pre-employment screening of job applicants while this Contract is being performed;
- (d) If MUSEUM obtains actual knowledge that a subcontractor performing work under this Contract knowingly employs or contracts with an illegal alien, MUSEUM shall be required to: (1) notify the subcontractor and the CITY within three days that MUSEUM has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and (2) terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to subsection (1), the subcontractor does not stop employing or contracting with the illegal alien; except that MUSEUM shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien;
- (e) MUSEUM shall comply with any reasonable request by the department made in the course of an investigation that the department is undertaking pursuant to the authority established in Section 8-17.5-102(5).

- (f) If MUSEUM violates a provision of this Contract regarding requirements under Section 8-17.5-102(2), C.R.S., the CITY may terminate this Contract for a breach of the Contract. If the Contract is so terminated, MUSEUM shall be liable for actual and consequential damages to the CITY. In the event of termination under this provision, the CITY is required to notify the Secretary of State.

9. NOTICES.

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

CITY: Finance Director
City of Gunnison
201 W. Virginia Ave.
Gunnison, Colorado 81230
Phone: 970-641-8162

MUSEUM: GUNNISON COUNTY PIONEER AND HISTORICAL
SOCIETY
C.J. Miller
PO Box 824
Gunnison, CO 81230

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

10. TERMINATION.

Either party shall have the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days prior written notice to the other.

11. MISCELLANEOUS.

- (a) SEVERABILITY. If any clause or provision of this Agreement shall be held to be invalid in whole or in part, then the remaining clauses and provisions, or portions thereof, shall nevertheless be and remain in full force and effect.
- (b) AMENDMENT. No amendment, alteration, modification of or addition to this Agreement shall be valid or binding unless expressed in writing and signed by the parties to be bound thereby.
- (c) NO WAIVER OF GOVERNMENTAL IMMUNITY. Nothing in this Agreement is, or shall be construed to be, a waiver, in whole or part, by CITY of governmental immunity provided by the Colorado Governmental Immunity Act or otherwise.

12. ATTORNEYS FEES.

If any party hereto shall bring any suit or action against another for relief, declaratory or otherwise, arising out of this Agreement, the prevailing party shall have and recover against the other party,

in addition to all court costs and disbursements, such sum as the court may adjudge to be reasonable attorneys fees and expert witness fees.

13. GOVERNING LAW.

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

14. ENTIRE AGREEMENT.

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

15. COUNTERPARTS: FACSIMILE TRANSMISSION.

This Agreement may be executed by facsimile and/or in any number of counterparts, any or all of which may contain the signatures of less than all the parties, and all of which shall be construed together as but a single instrument and shall be binding on the parties as though originally executed on one originally executed document. All facsimile counterparts shall be promptly followed with delivery of original executed counterparts.

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

CITY OF GUNNISON, a Colorado
home-rule municipality

ATTEST:

By: _____
Richard Hagan
Mayor

Gail A. Davidson
City Clerk

GUNNISON COUNTY PIONEER AND
HISTORICAL SOCIETY

By: _____

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement ("MOA") made effective this _____ day of _____, 2016, is by and between CITY OF GUNNISON, a Colorado home-rule municipality, existing under the laws of the State of Colorado, hereinafter called "CITY", and GUNNISON NORDIC CLUB, INC., a non-profit corporation of the State of Colorado, hereinafter called "GUNNISON NORDIC".

RECITALS

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

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

AGREEMENT

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

1. TERM.

The term of this Agreement shall commence on January 1, 2016 and shall terminate on December 31, 2016, unless sooner terminated or replaced as provided herein.

2. COMPENSATION, BONUS AND EXPENSES.

- (a) CITY hereby agrees to provide the funds previously appropriated and budgeted to GUNNISON NORDIC in the amount of One Thousand Dollars and No Cents (\$1,000.00), within thirty (30) days of execution of this agreement to be used for continuation of programming of clinics and educational nordic events for locals and visitors of Gunnison, grooming of designated nordic trails for free public use, and offering a grooming 101 event for interested parties.
- (b) This Agreement is subject to CITY making an annual budget appropriation in an amount sufficient to fund this Agreement. If CITY fails or refuses to make such an appropriation, CITY reserves the right to terminate this Agreement without penalty to GUNNISON NORDIC pursuant to paragraph 10 of this Agreement.
- (c) CITY reserves the right to amend this agreement to reduce the contribution stated herein if the 2015 CITY audit should result in a significantly lower fund balance than projected.

3. CONSIDERATION.

- (a) GUNNISON NORDIC agrees acknowledge the financial support of the City of Gunnison in advertising and promotional literature. Copies of such advertising and literature must be provided to the Finance Director of the CITY pursuant to

paragraph 9 of this Agreement and may be submitted in an electronic format. Photos will be accepted as satisfaction of this requirement.

- (b) GUNNISON NORDIC agrees to provide the CITY with a synopsis of the program's accomplishments during the term of this agreement no later than October 31, 2016, which includes the program's actual revenues and expenditures for 2015 and estimated revenues and expenditures for 2016. Such written synopsis must be provided to the Finance Director of the CITY pursuant to paragraph 9 of this Agreement and may be submitted in an electronic format.
- (c) GUNNISON NORDIC agrees to demonstrate on-going efforts to cooperate and collaborate with other community based organizations and groups.
- (d) GUNNISON NORDIC agrees to demonstrate financial support (both cash and in-kind) from other resources (exclusive of the City of Gunnison).

4. INDEMNIFICATION.

- (a) GUNNISON NORDIC agrees to indemnify, defend and hold harmless CITY, its Council, agents and employees of and from any and all liability, claims, liens, demands, actions and causes of action whatsoever (including reasonable attorney's and expert's fees and costs) arising out of or related to any loss, cost, damage or injury, including death, of any person or damage to property of any kind caused by the misconduct or negligent acts, errors or omissions of GUNNISON NORDIC or its employees, sub-contractors or agents in connection with this Agreement.
- (b) This provision shall survive any termination or expiration of this Agreement with respect to any liability, injury or damage occurring prior to such termination.

5. INSURANCE.

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

- (a) Worker's Compensation Insurance in accordance with Colorado and Federal law which adequately protects all labor employed by GUNNISON NORDIC during the term of this Agreement.
- (b) Comprehensive General Liability Insurance or the equivalent for any injury to one person in any single occurrence, Three Hundred Fifty Thousand and No/100 U.S. Dollars (\$350,000.00); and For an injury to two or more persons in any single occurrence, the sum of Nine Hundred Ninety Thousand and No/100 U.S. Dollars (\$990,000.00).
- (c) Comprehensive automobile liability insurance on all vehicles used in the Services, in an amount no less than Three Hundred Fifty Thousand and No/100 U.S. Dollars

(\$350,000.00) for any injury to one person in any single occurrence and in an amount no less than Nine Hundred Ninety Thousand and No/100 U.S. Dollars (\$990,000.00) for any injury to two or more persons in any single occurrence.

6. INDEPENDENT CONTRACTOR.

- (a) In carrying out its obligations and activities under this Agreement, GUNNISON NORDIC is acting as an independent contractor and not as an agent, partner, joint venture or employee of CITY. GUNNISON NORDIC does not have any authority to bind CITY in any manner whatsoever.
- (b) GUNNISON NORDIC acknowledges and agrees that GUNNISON NORDIC is not entitled to: (i) unemployment insurance benefits; or (ii) Workers Compensation coverage, from CITY. Further, GUNNISON NORDIC is obligated to pay federal and state income tax on any moneys paid it related to the services.

7. DELEGATION AND ASSIGNMENT.

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

8. ILLEGAL ALIEN CERTIFICATION.

The Following Certifications are made by GUNNISON NORDIC pursuant to C.R.S. 8-17.5-101, et seq.:

- (a) GUNNISON NORDIC shall not knowingly employ or contract with an illegal alien to perform work under this Contract or enter into a contract with a subcontractor that fails to certify to GUNNISON NORDIC that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under the Contract;
- (b) GUNNISON NORDIC has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Contract through participation in either the e-verify program or the department program;
- (c) GUNNISON NORDIC certifies that it will use either the e-verify program or the department program procedures to undertake pre-employment screening of job applicants while this Contract is being performed;
- (d) If GUNNISON NORDIC obtains actual knowledge that a subcontractor performing work under this Contract knowingly employs or contracts with an illegal alien, GUNNISON NORDIC shall be required to: (1) notify the subcontractor and the CITY within three days that GUNNISON NORDIC has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and (2) terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to subsection (1), the subcontractor does not stop employing or contracting with the illegal alien; except that GUNNISON NORDIC shall not

terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien;

- (e) GUNNISON NORDIC shall comply with any reasonable request by the department made in the course of an investigation that the department is undertaking pursuant to the authority established in Section 8-17.5-102(5).
- (f) If GUNNISON NORDIC violates a provision of this Contract regarding requirements under Section 8-17.5-102(2), C.R.S., the CITY may terminate this Contract for a breach of the Contract. If the Contract is so terminated, GUNNISON NORDIC shall be liable for actual and consequential damages to the CITY. In the event of termination under this provision, the CITY is required to notify the Secretary of State.

9. NOTICES.

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

CITY: Finance Director
City of Gunnison
201 W. Virginia Ave.
Gunnison, Colorado 81230
Phone: 970-641-8162

GUNNISON NORDIC: GUNNISON NORDIC CLUB, INC.
Joellen Fonken
18 Columbine Rd.
Gunnison, CO 81230

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

10. TERMINATION.

Either party shall have the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days prior written notice to the other.

11. MISCELLANEOUS.

- (a) SEVERABILITY. If any clause or provision of this Agreement shall be held to be invalid in whole or in part, then the remaining clauses and provisions, or portions thereof, shall nevertheless be and remain in full force and effect.
- (b) AMENDMENT. No amendment, alteration, modification of or addition to this Agreement shall be valid or binding unless expressed in writing and signed by the parties to be bound thereby.

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

12. ATTORNEYS FEES.

If any party hereto shall bring any suit or action against another for relief, declaratory or otherwise, arising out of this Agreement, the prevailing party shall have and recover against the other party, in addition to all court costs and disbursements, such sum as the court may adjudge to be reasonable attorneys fees and expert witness fees.

13. GOVERNING LAW.

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

14. ENTIRE AGREEMENT.

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

15. COUNTERPARTS: FACSIMILE TRANSMISSION.

This Agreement may be executed by facsimile and/or in any number of counterparts, any or all of which may contain the signatures of less than all the parties, and all of which shall be construed together as but a single instrument and shall be binding on the parties as though originally executed on one originally executed document. All facsimile counterparts shall be promptly followed with delivery of original executed counterparts.

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

CITY OF GUNNISON, a Colorado
home-rule municipality

ATTEST:

By: _____
Richard Hagan
Mayor

Gail A. Davidson
City Clerk

GUNNISON NORDIC CLUB, INC.

By: _____

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement ("MOA") made effective this _____ day of _____, 2016, is by and between CITY OF GUNNISON, a Colorado home-rule municipality, existing under the laws of the State of Colorado, hereinafter called "CITY", and GUNNISON VALLEY ANIMAL WELFARE LEAGUE, a non-profit corporation of the State of Colorado, hereinafter called "GVAWL".

RECITALS

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

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

AGREEMENT

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

1. TERM.

The term of this Agreement shall commence on January 1, 2016 and shall terminate on December 31, 2016, unless sooner terminated or replaced as provided herein.

2. COMPENSATION, BONUS AND EXPENSES.

- (a) CITY hereby agrees to provide the funds previously appropriated and budgeted to GVAWL in the amount of One Thousand Dollars and No Cents (\$1,000.00), within thirty (30) days of execution of this agreement to be used for aiding City residents in the sterilization of their companion animals.
- (b) This Agreement is subject to CITY making an annual budget appropriation in an amount sufficient to fund this Agreement. If CITY fails or refuses to make such an appropriation, CITY reserves the right to terminate this Agreement without penalty to GVAWL pursuant to paragraph 10 of this Agreement.
- (c) CITY reserves the right to amend this agreement to reduce the contribution stated herein if the 2015 CITY audit should result in a significantly lower fund balance than projected.

3. CONSIDERATION.

- (a) GVAWL agrees acknowledge the financial support of the City of Gunnison in advertising and promotional literature. Copies of such advertising and literature must be provided to the Finance Director of the CITY pursuant to paragraph 9 of this Agreement and may be submitted in an electronic format. Photos will be accepted as satisfaction of this requirement.

- (b) GVAWL agrees to provide the CITY with a synopsis of the program's accomplishments during the term of this agreement no later than October 31, 2016, which includes the program's actual revenues and expenditures for 2015 and estimated revenues and expenditures for 2016. Such written synopsis must be provided to the Finance Director of the CITY pursuant to paragraph 9 of this Agreement and may be submitted in an electronic format.
- (c) GVAWL agrees to demonstrate on-going efforts to cooperate and collaborate with other community based organizations and groups.
- (d) GVAWL agrees to demonstrate financial support (both cash and in-kind) from other resources (exclusive of the City of Gunnison).

4. INDEMNIFICATION.

- (a) GVAWL agrees to indemnify, defend and hold harmless CITY, its Council, agents and employees of and from any and all liability, claims, liens, demands, actions and causes of action whatsoever (including reasonable attorney's and expert's fees and costs) arising out of or related to any loss, cost, damage or injury, including death, of any person or damage to property of any kind caused by the misconduct or negligent acts, errors or omissions of GVAWL or its employees, sub-contractors or agents in connection with this Agreement.
- (b) This provision shall survive any termination or expiration of this Agreement with respect to any liability, injury or damage occurring prior to such termination.

5. INSURANCE.

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

- (a) Worker's Compensation Insurance in accordance with Colorado and Federal law which adequately protects all labor employed by GVAWL during the term of this Agreement.
- (b) Comprehensive General Liability Insurance or the equivalent for any injury to one person in any single occurrence, Three Hundred Fifty Thousand and No/100 U.S. Dollars (\$350,000.00); and For an injury to two or more persons in any single occurrence, the sum of Nine Hundred Ninety Thousand and No/100 U.S. Dollars (\$990,000.00).
- (c) Comprehensive automobile liability insurance on all vehicles used in the Services, in an amount no less than Three Hundred Fifty Thousand and No/100 U.S. Dollars (\$350,000.00) for any injury to one person in any single occurrence and in an amount no less than Nine Hundred Ninety Thousand and No/100 U.S. Dollars (\$990,000.00) for any injury to two or more persons in any single occurrence.

6. INDEPENDENT CONTRACTOR.

- (a) In carrying out its obligations and activities under this Agreement, GVAWL is acting as an independent contractor and not as an agent, partner, joint venture or employee of CITY. GVAWL does not have any authority to bind CITY in any manner whatsoever.
- (b) GVAWL acknowledges and agrees that GVAWL is not entitled to: (i) unemployment insurance benefits; or (ii) Workers Compensation coverage, from CITY. Further, GVAWL is obligated to pay federal and state income tax on any moneys paid it related to the services.

7. DELEGATION AND ASSIGNMENT.

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

8. ILLEGAL ALIEN CERTIFICATION.

The Following Certifications are made by GVAWL pursuant to C.R.S. 8-17.5-101, et seq.:

- (a) GVAWL shall not knowingly employ or contract with an illegal alien to perform work under this Contract or enter into a contract with a subcontractor that fails to certify to GVAWL that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under the Contract;
- (b) GVAWL has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Contract through participation in either the e-verify program or the department program;
- (c) GVAWL certifies that it will use either the e-verify program or the department program procedures to undertake pre-employment screening of job applicants while this Contract is being performed;
- (d) If GVAWL obtains actual knowledge that a subcontractor performing work under this Contract knowingly employs or contracts with an illegal alien, GVAWL shall be required to: (1) notify the subcontractor and the CITY within three days that GVAWL has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and (2) terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to subsection (1), the subcontractor does not stop employing or contracting with the illegal alien; except that GVAWL shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien;
- (e) GVAWL shall comply with any reasonable request by the department made in the course of an investigation that the department is undertaking pursuant to the authority established in Section 8-17.5-102(5).

- (f) If GVAWL violates a provision of this Contract regarding requirements under Section 8-17.5-102(2), C.R.S., the CITY may terminate this Contract for a breach of the Contract. If the Contract is so terminated, GVAWL shall be liable for actual and consequential damages to the CITY. In the event of termination under this provision, the CITY is required to notify the Secretary of State.

9. NOTICES.

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

CITY: Finance Director
City of Gunnison
201 W. Virginia Ave.
Gunnison, Colorado 81230
Phone: 970-641-8162

GVAWL: GUNNISON VALLEY ANIMAL WELFARE LEAGUE
Lora VanRenselaar
PO Box 1834
Gunnison, CO 81230

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

10. TERMINATION.

Either party shall have the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days prior written notice to the other.

11. MISCELLANEOUS.

- (a) SEVERABILITY. If any clause or provision of this Agreement shall be held to be invalid in whole or in part, then the remaining clauses and provisions, or portions thereof, shall nevertheless be and remain in full force and effect.
- (b) AMENDMENT. No amendment, alteration, modification of or addition to this Agreement shall be valid or binding unless expressed in writing and signed by the parties to be bound thereby.
- (c) NO WAIVER OF GOVERNMENTAL IMMUNITY. Nothing in this Agreement is, or shall be construed to be, a waiver, in whole or part, by CITY of governmental immunity provided by the Colorado Governmental Immunity Act or otherwise.

12. ATTORNEYS FEES.

If any party hereto shall bring any suit or action against another for relief, declaratory or otherwise, arising out of this Agreement, the prevailing party shall have and recover against the other party, in addition to all court costs and disbursements, such sum as the court may adjudge to be reasonable attorneys fees and expert witness fees.

13. GOVERNING LAW.

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

14. ENTIRE AGREEMENT.

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

15. COUNTERPARTS: FACSIMILE TRANSMISSION.

This Agreement may be executed by facsimile and/or in any number of counterparts, any or all of which may contain the signatures of less than all the parties, and all of which shall be construed together as but a single instrument and shall be binding on the parties as though originally executed on one originally executed document. All facsimile counterparts shall be promptly followed with delivery of original executed counterparts.

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

CITY OF GUNNISON, a Colorado
home-rule municipality

ATTEST:

By: _____
Richard Hagan
Mayor

Gail A. Davidson
City Clerk

GUNNISON VALLEY ANIMAL WELFARE
LEAGUE

By: _____

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement ("MOA") made effective this ____ day of _____, 2016, is by and between CITY OF GUNNISON, a Colorado home-rule municipality, existing under the laws of the State of Colorado, hereinafter called "CITY", and GUNNISON VALLEY HEALTH FOUNDATION, a non-profit corporation of the State of Colorado, hereinafter called "GVH-FOUNDATION".

RECITALS

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

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

AGREEMENT

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

1. TERM.

The term of this Agreement shall commence on January 1, 2016 and shall terminate on December 31, 2016, unless sooner terminated or replaced as provided herein.

2. COMPENSATION, BONUS AND EXPENSES.

- (a) CITY hereby agrees to provide the funds previously appropriated and budgeted to GVH-FOUNDATION in the amount of One Thousand Eight Hundred Dollars and No Cents (\$1,800.00), within thirty (30) days of execution of this agreement to be used for provision of expanded pediatric occupational and speech therapies to the Gunnison Valley, provision of specialized interventions that the school system and other local organizations are unable to provide due to their limitations and regulations, and provision of more comprehensive and individualized treatment to children using specific toys that are effective with occupational and speech therapies.
- (b) This Agreement is subject to CITY making an annual budget appropriation in an amount sufficient to fund this Agreement. If CITY fails or refuses to make such an appropriation, CITY reserves the right to terminate this Agreement without penalty to GVH-FOUNDATION pursuant to paragraph 10 of this Agreement.
- (c) CITY reserves the right to amend this agreement to reduce the contribution stated herein if the 2015 CITY audit should result in a significantly lower fund balance than projected.

3. CONSIDERATION.

- (a) GVH-FOUNDATION agrees acknowledge the financial support of the City of Gunnison in advertising and promotional literature. Copies of such advertising and literature must be provided to the Finance Director of the CITY pursuant to paragraph 9 of this Agreement and may be submitted in an electronic format. Photos will be accepted as satisfaction of this requirement.
- (b) GVH-FOUNDATION agrees to provide the CITY with a synopsis of the program's accomplishments during the term of this agreement no later than October 31, 2016, which includes the program's actual revenues and expenditures for 2015 and estimated revenues and expenditures for 2016. Such written synopsis must be provided to the Finance Director of the CITY pursuant to paragraph 9 of this Agreement and may be submitted in an electronic format.
- (c) GVH-FOUNDATION agrees to demonstrate on-going efforts to cooperate and collaborate with other community based organizations and groups.
- (d) GVH-FOUNDATION agrees to demonstrate financial support (both cash and in-kind) from other resources (exclusive of the City of Gunnison).

4. INDEMNIFICATION.

- (a) GVH-FOUNDATION agrees to indemnify, defend and hold harmless CITY, its Council, agents and employees of and from any and all liability, claims, liens, demands, actions and causes of action whatsoever (including reasonable attorney's and expert's fees and costs) arising out of or related to any loss, cost, damage or injury, including death, of any person or damage to property of any kind caused by the misconduct or negligent acts, errors or omissions of GVH-FOUNDATION or its employees, sub-contractors or agents in connection with this Agreement.
- (b) This provision shall survive any termination or expiration of this Agreement with respect to any liability, injury or damage occurring prior to such termination.

5. INSURANCE.

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

- (a) Worker's Compensation Insurance in accordance with Colorado and Federal law which adequately protects all labor employed by GVH-FOUNDATION during the term of this Agreement.
- (b) Comprehensive General Liability Insurance or the equivalent for any injury to one person in any single occurrence, Three Hundred Fifty Thousand and No/100 U.S. Dollars (\$350,000.00); and For an injury to two or more persons in any single occurrence, the sum of Nine Hundred Ninety Thousand and No/100 U.S. Dollars (\$990,000.00).

- (c) Comprehensive automobile liability insurance on all vehicles used in the Services, in an amount no less than Three Hundred Fifty Thousand and No/100 U.S. Dollars (\$350,000.00) for any injury to one person in any single occurrence and in an amount no less than Nine Hundred Ninety Thousand and No/100 U.S. Dollars (\$990,000.00) for any injury to two or more persons in any single occurrence.

6. INDEPENDENT CONTRACTOR.

- (a) In carrying out its obligations and activities under this Agreement, GVH-FOUNDATION is acting as an independent contractor and not as an agent, partner, joint venture or employee of CITY. GVH-FOUNDATION does not have any authority to bind CITY in any manner whatsoever.
- (b) GVH-FOUNDATION acknowledges and agrees that GVH-FOUNDATION is not entitled to: (i) unemployment insurance benefits; or (ii) Workers Compensation coverage, from CITY. Further, GVH-FOUNDATION is obligated to pay federal and state income tax on any moneys paid it related to the services.

7. DELEGATION AND ASSIGNMENT.

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

8. ILLEGAL ALIEN CERTIFICATION.

The Following Certifications are made by GVH-FOUNDATION pursuant to C.R.S. 8-17.5-101, et seq.:

- (a) GVH-FOUNDATION shall not knowingly employ or contract with an illegal alien to perform work under this Contract or enter into a contract with a subcontractor that fails to certify to GVH-FOUNDATION that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under the Contract;
- (b) GVH-FOUNDATION has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Contract through participation in either the e-verify program or the department program;
- (c) GVH-FOUNDATION certifies that it will use either the e-verify program or the department program procedures to undertake pre-employment screening of job applicants while this Contract is being performed;
- (d) If GVH-FOUNDATION obtains actual knowledge that a subcontractor performing work under this Contract knowingly employs or contracts with an illegal alien, GVH-FOUNDATION shall be required to: (1) notify the subcontractor and the CITY within three days that GVH-FOUNDATION has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and (2) terminate the subcontract with the subcontractor if within three days of receiving the notice

required pursuant to subsection (1), the subcontractor does not stop employing or contracting with the illegal alien; except that GVH-FOUNDATION shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien;

- (e) GVH-FOUNDATION shall comply with any reasonable request by the department made in the course of an investigation that the department is undertaking pursuant to the authority established in Section 8-17.5-102(5).
- (f) If GVH-FOUNDATION violates a provision of this Contract regarding requirements under Section 8-17.5-102(2), C.R.S., the CITY may terminate this Contract for a breach of the Contract. If the Contract is so terminated, GVH-FOUNDATION shall be liable for actual and consequential damages to the CITY. In the event of termination under this provision, the CITY is required to notify the Secretary of State.

9. NOTICES.

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

CITY: Finance Director
City of Gunnison
201 W. Virginia Ave.
Gunnison, Colorado 81230
Phone: 970-641-8162

GVH-FOUNDATION: GUNNISON VALLEY HEALTH FOUNDATION
Nancy Osmundson
711 N. Taylor St.
Gunnison, CO 81230

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

10. TERMINATION.

Either party shall have the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days prior written notice to the other.

11. MISCELLANEOUS.

- (a) SEVERABILITY. If any clause or provision of this Agreement shall be held to be invalid in whole or in part, then the remaining clauses and provisions, or portions thereof, shall nevertheless be and remain in full force and effect.
- (b) AMENDMENT. No amendment, alteration, modification of or addition to this Agreement shall be valid or binding unless expressed in writing and signed by the parties to be bound thereby.

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

12. ATTORNEYS FEES.

If any party hereto shall bring any suit or action against another for relief, declaratory or otherwise, arising out of this Agreement, the prevailing party shall have and recover against the other party, in addition to all court costs and disbursements, such sum as the court may adjudge to be reasonable attorneys fees and expert witness fees.

13. GOVERNING LAW.

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

14. ENTIRE AGREEMENT.

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

15. COUNTERPARTS: FACSIMILE TRANSMISSION.

This Agreement may be executed by facsimile and/or in any number of counterparts, any or all of which may contain the signatures of less than all the parties, and all of which shall be construed together as but a single instrument and shall be binding on the parties as though originally executed on one originally executed document. All facsimile counterparts shall be promptly followed with delivery of original executed counterparts.

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

CITY OF GUNNISON, a Colorado
home-rule municipality

ATTEST:

By: _____
Richard Hagan
Mayor

Gail A. Davidson
City Clerk

GUNNISON VALLEY HEALTH FOUNDATION

By: _____

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement ("MOA") made effective this ____ day of _____, 2016, is by and between CITY OF GUNNISON, a Colorado home-rule municipality, existing under the laws of the State of Colorado, hereinafter called "CITY", and GUNNISON VALLEY REGIONAL HOUSING AUTHORITY, a non-profit corporation of the State of Colorado, hereinafter called "GVRHA".

RECITALS

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

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

AGREEMENT

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

1. TERM.

The term of this Agreement shall commence on January 1, 2016 and shall terminate on December 31, 2016, unless sooner terminated or replaced as provided herein.

2. COMPENSATION, BONUS AND EXPENSES.

- (a) CITY hereby agrees to provide the funds previously appropriated and budgeted to GVRHA in the amount of Thirty Six Thousand Dollars and No Cents (\$36,000.00), within thirty (30) days of execution of this agreement to be used for operational funding of the GVRHA.
- (b) This Agreement is subject to CITY making an annual budget appropriation in an amount sufficient to fund this Agreement. If CITY fails or refuses to make such an appropriation, CITY reserves the right to terminate this Agreement without penalty to GVRHA pursuant to paragraph 10 of this Agreement.
- (c) CITY reserves the right to amend this agreement to reduce the contribution stated herein if the 2015 CITY audit should result in a significantly lower fund balance than projected.

3. CONSIDERATION.

- (a) GVRHA agrees acknowledge the financial support of the City of Gunnison in advertising and promotional literature. Copies of such advertising and literature must be provided to the Finance Director of the CITY pursuant to paragraph 9 of this Agreement and may be submitted in an electronic format. Photos will be accepted as satisfaction of this requirement.

- (b) GVRHA agrees to provide the CITY with a synopsis of the program's accomplishments during the term of this agreement no later than October 31, 2016, which includes the program's actual revenues and expenditures for 2015 and estimated revenues and expenditures for 2016. Such written synopsis must be provided to the Finance Director of the CITY pursuant to paragraph 9 of this Agreement and may be submitted in an electronic format.
- (c) GVRHA agrees to demonstrate on-going efforts to cooperate and collaborate with other community based organizations and groups.
- (d) GVRHA agrees to demonstrate financial support (both cash and in-kind) from other resources (exclusive of the City of Gunnison).

4. INDEMNIFICATION.

- (a) GVRHA agrees to indemnify, defend and hold harmless CITY, its Council, agents and employees of and from any and all liability, claims, liens, demands, actions and causes of action whatsoever (including reasonable attorney's and expert's fees and costs) arising out of or related to any loss, cost, damage or injury, including death, of any person or damage to property of any kind caused by the misconduct or negligent acts, errors or omissions of GVRHA or its employees, sub-contractors or agents in connection with this Agreement.
- (b) This provision shall survive any termination or expiration of this Agreement with respect to any liability, injury or damage occurring prior to such termination.

5. INSURANCE.

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

- (a) Worker's Compensation Insurance in accordance with Colorado and Federal law which adequately protects all labor employed by GVRHA during the term of this Agreement.
- (b) Comprehensive General Liability Insurance or the equivalent for any injury to one person in any single occurrence, Three Hundred Fifty Thousand and No/100 U.S. Dollars (\$350,000.00); and For an injury to two or more persons in any single occurrence, the sum of Nine Hundred Ninety Thousand and No/100 U.S. Dollars (\$990,000.00).
- (c) Comprehensive automobile liability insurance on all vehicles used in the Services, in an amount no less than Three Hundred Fifty Thousand and No/100 U.S. Dollars (\$350,000.00) for any injury to one person in any single occurrence and in an amount no less than Nine Hundred Ninety Thousand and No/100 U.S. Dollars (\$990,000.00) for any injury to two or more persons in any single occurrence.

6. INDEPENDENT CONTRACTOR.

- (a) In carrying out its obligations and activities under this Agreement, GVRHA is acting as an independent contractor and not as an agent, partner, joint venture or employee of CITY. GVRHA does not have any authority to bind CITY in any manner whatsoever.
- (b) GVRHA acknowledges and agrees that GVRHA is not entitled to: (i) unemployment insurance benefits; or (ii) Workers Compensation coverage, from CITY. Further, GVRHA is obligated to pay federal and state income tax on any moneys paid it related to the services.

7. DELEGATION AND ASSIGNMENT.

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

8. ILLEGAL ALIEN CERTIFICATION.

The Following Certifications are made by GVRHA pursuant to C.R.S. 8-17.5-101, et seq.:

- (a) GVRHA shall not knowingly employ or contract with an illegal alien to perform work under this Contract or enter into a contract with a subcontractor that fails to certify to GVRHA that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under the Contract;
- (b) GVRHA has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Contract through participation in either the e-verify program or the department program;
- (c) GVRHA certifies that it will use either the e-verify program or the department program procedures to undertake pre-employment screening of job applicants while this Contract is being performed;
- (d) If GVRHA obtains actual knowledge that a subcontractor performing work under this Contract knowingly employs or contracts with an illegal alien, GVRHA shall be required to: (1) notify the subcontractor and the CITY within three days that GVRHA has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and (2) terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to subsection (1), the subcontractor does not stop employing or contracting with the illegal alien; except that GVRHA shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien;
- (e) GVRHA shall comply with any reasonable request by the department made in the course of an investigation that the department is undertaking pursuant to the authority established in Section 8-17.5-102(5).

- (f) If GVRHA violates a provision of this Contract regarding requirements under Section 8-17.5-102(2), C.R.S., the CITY may terminate this Contract for a breach of the Contract. If the Contract is so terminated, GVRHA shall be liable for actual and consequential damages to the CITY. In the event of termination under this provision, the CITY is required to notify the Secretary of State.

9. NOTICES.

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

CITY: Finance Director
City of Gunnison
201 W. Virginia Ave.
Gunnison, Colorado 81230
Phone: 970-641-8162

GVRHA: GUNNISON VALLEY REGIONAL HOUSING AUTHORITY
Karl Fulmer
202 E. Georgia Ave.
Gunnison, CO 81230

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

10. TERMINATION.

Either party shall have the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days prior written notice to the other.

11. MISCELLANEOUS.

- (a) SEVERABILITY. If any clause or provision of this Agreement shall be held to be invalid in whole or in part, then the remaining clauses and provisions, or portions thereof, shall nevertheless be and remain in full force and effect.
- (b) AMENDMENT. No amendment, alteration, modification of or addition to this Agreement shall be valid or binding unless expressed in writing and signed by the parties to be bound thereby.
- (c) NO WAIVER OF GOVERNMENTAL IMMUNITY. Nothing in this Agreement is, or shall be construed to be, a waiver, in whole or part, by CITY of governmental immunity provided by the Colorado Governmental Immunity Act or otherwise.

12. ATTORNEYS FEES.

If any party hereto shall bring any suit or action against another for relief, declaratory or otherwise, arising out of this Agreement, the prevailing party shall have and recover against the other party, in addition to all court costs and disbursements, such sum as the court may adjudge to be reasonable attorneys fees and expert witness fees.

13. GOVERNING LAW.

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

14. ENTIRE AGREEMENT.

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

15. COUNTERPARTS: FACSIMILE TRANSMISSION.

This Agreement may be executed by facsimile and/or in any number of counterparts, any or all of which may contain the signatures of less than all the parties, and all of which shall be construed together as but a single instrument and shall be binding on the parties as though originally executed on one originally executed document. All facsimile counterparts shall be promptly followed with delivery of original executed counterparts.

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

CITY OF GUNNISON, a Colorado
home-rule municipality

ATTEST:

By: _____
Richard Hagan
Mayor

Gail A. Davidson
City Clerk

GUNNISON VALLEY REGIONAL HOUSING
AUTHORITY

By: _____

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement ("MOA") made effective this ____ day of _____, 2016, is by and between CITY OF GUNNISON, a Colorado home-rule municipality, existing under the laws of the State of Colorado, hereinafter called "CITY", and PROJECT HOPE, a non-profit corporation of the State of Colorado, hereinafter called "PROJECT HOPE".

RECITALS

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

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

AGREEMENT

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

1. TERM.

The term of this Agreement shall commence on January 1, 2016 and shall terminate on December 31, 2016, unless sooner terminated or replaced as provided herein.

2. COMPENSATION, BONUS AND EXPENSES.

- (a) CITY hereby agrees to provide the funds previously appropriated and budgeted to PROJECT HOPE in the amount of One Thousand Five Hundred Dollars and No Cents (\$1,500.00), within thirty (30) days of execution of this agreement to be used for enabling PROJECT HOPE clients to identify their immediate needs after working with PROJECT HOPE staff and volunteers; enabling PROJECT HOPE clients to increase skills of positive stress management and strategies by working with PROJECT HOPE staff and volunteers; broadening the communities knowledge of PROJECT HOPE and the services that are provided
- (b) .
- (c) This Agreement is subject to CITY making an annual budget appropriation in an amount sufficient to fund this Agreement. If CITY fails or refuses to make such an appropriation, CITY reserves the right to terminate this Agreement without penalty to PROJECT HOPE pursuant to paragraph 10 of this Agreement.
- (d) CITY reserves the right to amend this agreement to reduce the contribution stated herein if the 2015 CITY audit should result in a significantly lower fund balance than projected.

3. CONSIDERATION.

- (a) PROJECT HOPE agrees acknowledge the financial support of the City of Gunnison in advertising and promotional literature. Copies of such advertising and literature must be provided to the Finance Director of the CITY pursuant to paragraph 9 of this Agreement and may be submitted in an electronic format. Photos will be accepted as satisfaction of this requirement.
- (b) PROJECT HOPE agrees to provide the CITY with a synopsis of the program's accomplishments during the term of this agreement no later than October 31, 2016, which includes the program's actual revenues and expenditures for 2015 and estimated revenues and expenditures for 2016. Such written synopsis must be provided to the Finance Director of the CITY pursuant to paragraph 9 of this Agreement and may be submitted in an electronic format.
- (c) PROJECT HOPE agrees to demonstrate on-going efforts to cooperate and collaborate with other community based organizations and groups.
- (d) PROJECT HOPE agrees to demonstrate financial support (both cash and in-kind) from other resources (exclusive of the City of Gunnison).

4. INDEMNIFICATION.

- (a) PROJECT HOPE agrees to indemnify, defend and hold harmless CITY, its Council, agents and employees of and from any and all liability, claims, liens, demands, actions and causes of action whatsoever (including reasonable attorney's and expert's fees and costs) arising out of or related to any loss, cost, damage or injury, including death, of any person or damage to property of any kind caused by the misconduct or negligent acts, errors or omissions of PROJECT HOPE or its employees, sub-contractors or agents in connection with this Agreement.
- (b) This provision shall survive any termination or expiration of this Agreement with respect to any liability, injury or damage occurring prior to such termination.

5. INSURANCE.

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

- (a) Worker's Compensation Insurance in accordance with Colorado and Federal law which adequately protects all labor employed by PROJECT HOPE during the term of this Agreement.
- (b) Comprehensive General Liability Insurance or the equivalent for any injury to one person in any single occurrence, Three Hundred Fifty Thousand and No/100 U.S. Dollars (\$350,000.00); and For an injury to two or more persons in any single occurrence, the sum of Nine Hundred Ninety Thousand and No/100 U.S. Dollars (\$990,000.00).

- (c) Comprehensive automobile liability insurance on all vehicles used in the Services, in an amount no less than Three Hundred Fifty Thousand and No/100 U.S. Dollars (\$350,000.00) for any injury to one person in any single occurrence and in an amount no less than Nine Hundred Ninety Thousand and No/100 U.S. Dollars (\$990,000.00) for any injury to two or more persons in any single occurrence.

6. INDEPENDENT CONTRACTOR.

- (a) In carrying out its obligations and activities under this Agreement, PROJECT HOPE is acting as an independent contractor and not as an agent, partner, joint venture or employee of CITY. PROJECT HOPE does not have any authority to bind CITY in any manner whatsoever.
- (b) PROJECT HOPE acknowledges and agrees that PROJECT HOPE is not entitled to: (i) unemployment insurance benefits; or (ii) Workers Compensation coverage, from CITY. Further, PROJECT HOPE is obligated to pay federal and state income tax on any moneys paid it related to the services.

7. DELEGATION AND ASSIGNMENT.

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

8. ILLEGAL ALIEN CERTIFICATION.

The Following Certifications are made by PROJECT HOPE pursuant to C.R.S. 8-17.5-101, et seq.:

- (a) PROJECT HOPE shall not knowingly employ or contract with an illegal alien to perform work under this Contract or enter into a contract with a subcontractor that fails to certify to PROJECT HOPE that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under the Contract;
- (b) PROJECT HOPE has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Contract through participation in either the e-verify program or the department program;
- (c) PROJECT HOPE certifies that it will use either the e-verify program or the department program procedures to undertake pre-employment screening of job applicants while this Contract is being performed;
- (d) If PROJECT HOPE obtains actual knowledge that a subcontractor performing work under this Contract knowingly employs or contracts with an illegal alien, PROJECT HOPE shall be required to: (1) notify the subcontractor and the CITY within three days that PROJECT HOPE has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and (2) terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to subsection (1), the subcontractor does not stop employing or contracting with

the illegal alien; except that PROJECT HOPE shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien;

- (e) PROJECT HOPE shall comply with any reasonable request by the department made in the course of an investigation that the department is undertaking pursuant to the authority established in Section 8-17.5-102(5).
- (f) If PROJECT HOPE violates a provision of this Contract regarding requirements under Section 8-17.5-102(2), C.R.S., the CITY may terminate this Contract for a breach of the Contract. If the Contract is so terminated, PROJECT HOPE shall be liable for actual and consequential damages to the CITY. In the event of termination under this provision, the CITY is required to notify the Secretary of State.

9. NOTICES.

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

CITY: Finance Director
City of Gunnison
201 W. Virginia Ave.
Gunnison, Colorado 81230
Phone: 970-641-8162

PROJECT HOPE: PROJECT HOPE
Shayla Fenti
PO Box 1812
Gunnison, CO 81230

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

10. TERMINATION.

Either party shall have the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days prior written notice to the other.

11. MISCELLANEOUS.

- (a) SEVERABILITY. If any clause or provision of this Agreement shall be held to be invalid in whole or in part, then the remaining clauses and provisions, or portions thereof, shall nevertheless be and remain in full force and effect.
- (b) AMENDMENT. No amendment, alteration, modification of or addition to this Agreement shall be valid or binding unless expressed in writing and signed by the parties to be bound thereby.

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

12. ATTORNEYS FEES.

If any party hereto shall bring any suit or action against another for relief, declaratory or otherwise, arising out of this Agreement, the prevailing party shall have and recover against the other party, in addition to all court costs and disbursements, such sum as the court may adjudge to be reasonable attorneys fees and expert witness fees.

13. GOVERNING LAW.

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

14. ENTIRE AGREEMENT.

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

15. COUNTERPARTS: FACSIMILE TRANSMISSION.

This Agreement may be executed by facsimile and/or in any number of counterparts, any or all of which may contain the signatures of less than all the parties, and all of which shall be construed together as but a single instrument and shall be binding on the parties as though originally executed on one originally executed document. All facsimile counterparts shall be promptly followed with delivery of original executed counterparts.

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

CITY OF GUNNISON, a Colorado
home-rule municipality

ATTEST:

By: _____
Richard Hagan
Mayor

Gail A. Davidson
City Clerk

PROJECT HOPE

By: _____

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement ("MOA") made effective this ____ day of _____, 2016, is by and between CITY OF GUNNISON, a Colorado home-rule municipality, existing under the laws of the State of Colorado, hereinafter called "CITY", and SAFERIDE OF GUNNISON, INC., a non-profit corporation of the State of Colorado, hereinafter called "SAFERIDE".

RECITALS

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

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

AGREEMENT

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

1. TERM.

The term of this Agreement shall commence on January 1, 2016 and shall terminate on December 31, 2016, unless sooner terminated or replaced as provided herein.

2. COMPENSATION, BONUS AND EXPENSES.

- (a) CITY hereby agrees to provide the funds previously appropriated and budgeted to SAFERIDE in the amount of Four Thousand Dollars and No Cents (\$4,000.00), within thirty (30) days of execution of this agreement to be used for provision of free rides for the point to point taxi service to reduce drinking and driving.
- (b) This Agreement is subject to CITY making an annual budget appropriation in an amount sufficient to fund this Agreement. If CITY fails or refuses to make such an appropriation, CITY reserves the right to terminate this Agreement without penalty to SAFERIDE pursuant to paragraph 10 of this Agreement.
- (c) CITY reserves the right to amend this agreement to reduce the contribution stated herein if the 2015 CITY audit should result in a significantly lower fund balance than projected.

3. CONSIDERATION.

- (a) SAFERIDE agrees acknowledge the financial support of the City of Gunnison in advertising and promotional literature. Copies of such advertising and literature must be provided to the Finance Director of the CITY pursuant to paragraph 9 of this Agreement and may be submitted in an electronic format. Photos will be accepted as satisfaction of this requirement.

- (b) SAFERIDE agrees to provide the CITY with a synopsis of the program's accomplishments during the term of this agreement no later than October 31, 2016, which includes the program's actual revenues and expenditures for 2015 and estimated revenues and expenditures for 2016. Such written synopsis must be provided to the Finance Director of the CITY pursuant to paragraph 9 of this Agreement and may be submitted in an electronic format.
- (c) SAFERIDE agrees to demonstrate on-going efforts to cooperate and collaborate with other community based organizations and groups.
- (d) SAFERIDE agrees to demonstrate financial support (both cash and in-kind) from other resources (exclusive of the City of Gunnison).

4. INDEMNIFICATION.

- (a) SAFERIDE agrees to indemnify, defend and hold harmless CITY, its Council, agents and employees of and from any and all liability, claims, liens, demands, actions and causes of action whatsoever (including reasonable attorney's and expert's fees and costs) arising out of or related to any loss, cost, damage or injury, including death, of any person or damage to property of any kind caused by the misconduct or negligent acts, errors or omissions of SAFERIDE or its employees, sub-contractors or agents in connection with this Agreement.
- (b) This provision shall survive any termination or expiration of this Agreement with respect to any liability, injury or damage occurring prior to such termination.

5. INSURANCE.

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

- (a) Worker's Compensation Insurance in accordance with Colorado and Federal law which adequately protects all labor employed by SAFERIDE during the term of this Agreement.
- (b) Comprehensive General Liability Insurance or the equivalent for any injury to one person in any single occurrence, Three Hundred Fifty Thousand and No/100 U.S. Dollars (\$350,000.00); and For an injury to two or more persons in any single occurrence, the sum of Nine Hundred Ninety Thousand and No/100 U.S. Dollars (\$990,000.00).
- (c) Comprehensive automobile liability insurance on all vehicles used in the Services, in an amount no less than Three Hundred Fifty Thousand and No/100 U.S. Dollars (\$350,000.00) for any injury to one person in any single occurrence and in an amount no less than Nine Hundred Ninety Thousand and No/100 U.S. Dollars (\$990,000.00) for any injury to two or more persons in any single occurrence.

6. INDEPENDENT CONTRACTOR.

- (a) In carrying out its obligations and activities under this Agreement, SAFERIDE is acting as an independent contractor and not as an agent, partner, joint venture or employee of CITY. SAFERIDE does not have any authority to bind CITY in any manner whatsoever.
- (b) SAFERIDE acknowledges and agrees that SAFERIDE is not entitled to: (i) unemployment insurance benefits; or (ii) Workers Compensation coverage, from CITY. Further, SAFERIDE is obligated to pay federal and state income tax on any moneys paid it related to the services.

7. DELEGATION AND ASSIGNMENT.

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

8. ILLEGAL ALIEN CERTIFICATION.

The Following Certifications are made by SAFERIDE pursuant to C.R.S. 8-17.5-101, et seq.:

- (a) SAFERIDE shall not knowingly employ or contract with an illegal alien to perform work under this Contract or enter into a contract with a subcontractor that fails to certify to SAFERIDE that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under the Contract;
- (b) SAFERIDE has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Contract through participation in either the e-verify program or the department program;
- (c) SAFERIDE certifies that it will use either the e-verify program or the department program procedures to undertake pre-employment screening of job applicants while this Contract is being performed;
- (d) If SAFERIDE obtains actual knowledge that a subcontractor performing work under this Contract knowingly employs or contracts with an illegal alien, SAFERIDE shall be required to: (1) notify the subcontractor and the CITY within three days that SAFERIDE has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and (2) terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to subsection (1), the subcontractor does not stop employing or contracting with the illegal alien; except that SAFERIDE shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien;
- (e) SAFERIDE shall comply with any reasonable request by the department made in the course of an investigation that the department is undertaking pursuant to the authority established in Section 8-17.5-102(5).

- (f) If SAFERIDE violates a provision of this Contract regarding requirements under Section 8-17.5-102(2), C.R.S., the CITY may terminate this Contract for a breach of the Contract. If the Contract is so terminated, SAFERIDE shall be liable for actual and consequential damages to the CITY. In the event of termination under this provision, the CITY is required to notify the Secretary of State.

9. NOTICES.

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

CITY: Finance Director
City of Gunnison
201 W. Virginia Ave.
Gunnison, Colorado 81230
Phone: 970-641-8162

SAFERIDE: SAFERIDE OF GUNNISON, INC.
Rob Whiting
PO Box 239
Gunnison, CO 81230

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

10. TERMINATION.

Either party shall have the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days prior written notice to the other.

11. MISCELLANEOUS.

- (a) SEVERABILITY. If any clause or provision of this Agreement shall be held to be invalid in whole or in part, then the remaining clauses and provisions, or portions thereof, shall nevertheless be and remain in full force and effect.
- (b) AMENDMENT. No amendment, alteration, modification of or addition to this Agreement shall be valid or binding unless expressed in writing and signed by the parties to be bound thereby.
- (c) NO WAIVER OF GOVERNMENTAL IMMUNITY. Nothing in this Agreement is, or shall be construed to be, a waiver, in whole or part, by CITY of governmental immunity provided by the Colorado Governmental Immunity Act or otherwise.

12. ATTORNEYS FEES.

If any party hereto shall bring any suit or action against another for relief, declaratory or otherwise, arising out of this Agreement, the prevailing party shall have and recover against the other party,

in addition to all court costs and disbursements, such sum as the court may adjudge to be reasonable attorneys fees and expert witness fees.

13. GOVERNING LAW.

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

14. ENTIRE AGREEMENT.

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

15. COUNTERPARTS: FACSIMILE TRANSMISSION.

This Agreement may be executed by facsimile and/or in any number of counterparts, any or all of which may contain the signatures of less than all the parties, and all of which shall be construed together as but a single instrument and shall be binding on the parties as though originally executed on one originally executed document. All facsimile counterparts shall be promptly followed with delivery of original executed counterparts.

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

CITY OF GUNNISON, a Colorado
home-rule municipality

ATTEST:

By: _____
Richard Hagan
Mayor

Gail A. Davidson
City Clerk

SAFERIDE OF GUNNISON, INC.

By: _____

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement ("MOA") made effective this ____ day of _____, 2016, is by and between CITY OF GUNNISON, a Colorado home-rule municipality, existing under the laws of the State of Colorado, hereinafter called "CITY", and SIX POINTS EVALUATION & TRAINING, INC., a non-profit corporation of the State of Colorado, hereinafter called "SIX POINTS".

RECITALS

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

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

AGREEMENT

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

1. TERM.

The term of this Agreement shall commence on January 1, 2016 and shall terminate on December 31, 2016, unless sooner terminated or replaced as provided herein.

2. COMPENSATION, BONUS AND EXPENSES.

- (a) CITY hereby agrees to provide the funds previously appropriated and budgeted to SIX POINTS in the amount of Two Thousand Five Hundred Dollars and No Cents (\$2,500.00), within thirty (30) days of execution of this agreement to be used for playing an aggressive role in addressing affordable and accessible housing for SIX POINTS clients and supporting employment and vocational training programs for SIX POINTS clients so they become successful at their jobs in the community and in the Thrift Store.
- (b) This Agreement is subject to CITY making an annual budget appropriation in an amount sufficient to fund this Agreement. If CITY fails or refuses to make such an appropriation, CITY reserves the right to terminate this Agreement without penalty to SIX POINTS pursuant to paragraph 10 of this Agreement.
- (c) CITY reserves the right to amend this agreement to reduce the contribution stated herein if the 2015 CITY audit should result in a significantly lower fund balance than projected.

3. CONSIDERATION.

- (a) SIX POINTS agrees acknowledge the financial support of the City of Gunnison in advertising and promotional literature. Copies of such advertising and literature must be provided to the Finance Director of the CITY pursuant to paragraph 9 of

this Agreement and may be submitted in an electronic format. Photos will be accepted as satisfaction of this requirement.

- (b) SIX POINTS agrees to provide the CITY with a synopsis of the program's accomplishments during the term of this agreement no later than October 31, 2016, which includes the program's actual revenues and expenditures for 2015 and estimated revenues and expenditures for 2016. Such written synopsis must be provided to the Finance Director of the CITY pursuant to paragraph 9 of this Agreement and may be submitted in an electronic format.
- (c) SIX POINTS agrees to demonstrate on-going efforts to cooperate and collaborate with other community based organizations and groups.
- (d) SIX POINTS agrees to demonstrate financial support (both cash and in-kind) from other resources (exclusive of the City of Gunnison).

4. INDEMNIFICATION.

- (a) SIX POINTS agrees to indemnify, defend and hold harmless CITY, its Council, agents and employees of and from any and all liability, claims, liens, demands, actions and causes of action whatsoever (including reasonable attorney's and expert's fees and costs) arising out of or related to any loss, cost, damage or injury, including death, of any person or damage to property of any kind caused by the misconduct or negligent acts, errors or omissions of SIX POINTS or its employees, sub-contractors or agents in connection with this Agreement.
- (b) This provision shall survive any termination or expiration of this Agreement with respect to any liability, injury or damage occurring prior to such termination.

5. INSURANCE.

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

- (a) Worker's Compensation Insurance in accordance with Colorado and Federal law which adequately protects all labor employed by SIX POINTS during the term of this Agreement.
- (b) Comprehensive General Liability Insurance or the equivalent for any injury to one person in any single occurrence, Three Hundred Fifty Thousand and No/100 U.S. Dollars (\$350,000.00); and For an injury to two or more persons in any single occurrence, the sum of Nine Hundred Ninety Thousand and No/100 U.S. Dollars (\$990,000.00).
- (c) Comprehensive automobile liability insurance on all vehicles used in the Services, in an amount no less than Three Hundred Fifty Thousand and No/100 U.S. Dollars (\$350,000.00) for any injury to one person in any single occurrence and in an

amount no less than Nine Hundred Ninety Thousand and No/100 U.S. Dollars (\$990,000.00) for any injury to two or more persons in any single occurrence.

6. INDEPENDENT CONTRACTOR.

- (a) In carrying out its obligations and activities under this Agreement, SIX POINTS is acting as an independent contractor and not as an agent, partner, joint venture or employee of CITY. SIX POINTS does not have any authority to bind CITY in any manner whatsoever.
- (b) SIX POINTS acknowledges and agrees that SIX POINTS is not entitled to: (i) unemployment insurance benefits; or (ii) Workers Compensation coverage, from CITY. Further, SIX POINTS is obligated to pay federal and state income tax on any moneys paid it related to the services.

7. DELEGATION AND ASSIGNMENT.

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

8. ILLEGAL ALIEN CERTIFICATION.

The Following Certifications are made by SIX POINTS pursuant to C.R.S. 8-17.5-101, et seq.:

- (a) SIX POINTS shall not knowingly employ or contract with an illegal alien to perform work under this Contract or enter into a contract with a subcontractor that fails to certify to SIX POINTS that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under the Contract;
- (b) SIX POINTS has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Contract through participation in either the e-verify program or the department program;
- (c) SIX POINTS certifies that it will use either the e-verify program or the department program procedures to undertake pre-employment screening of job applicants while this Contract is being performed;
- (d) If SIX POINTS obtains actual knowledge that a subcontractor performing work under this Contract knowingly employs or contracts with an illegal alien, SIX POINTS shall be required to: (1) notify the subcontractor and the CITY within three days that SIX POINTS has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and (2) terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to subsection (1), the subcontractor does not stop employing or contracting with the illegal alien; except that SIX POINTS shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien;

- (e) SIX POINTS shall comply with any reasonable request by the department made in the course of an investigation that the department is undertaking pursuant to the authority established in Section 8-17.5-102(5).
- (f) If SIX POINTS violates a provision of this Contract regarding requirements under Section 8-17.5-102(2), C.R.S., the CITY may terminate this Contract for a breach of the Contract. If the Contract is so terminated, SIX POINTS shall be liable for actual and consequential damages to the CITY. In the event of termination under this provision, the CITY is required to notify the Secretary of State.

9. NOTICES.

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

CITY: Finance Director
City of Gunnison
201 W. Virginia Ave.
Gunnison, Colorado 81230
Phone: 970-641-8162

SIX POINTS: SIX POINTS EVALUATION & TRAINING, INC.
Daniel Bruce
PO Box 1002
Gunnison, CO 81230

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

10. TERMINATION.

Either party shall have the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days prior written notice to the other.

11. MISCELLANEOUS.

- (a) SEVERABILITY. If any clause or provision of this Agreement shall be held to be invalid in whole or in part, then the remaining clauses and provisions, or portions thereof, shall nevertheless be and remain in full force and effect.
- (b) AMENDMENT. No amendment, alteration, modification of or addition to this Agreement shall be valid or binding unless expressed in writing and signed by the parties to be bound thereby.
- (c) NO WAIVER OF GOVERNMENTAL IMMUNITY. Nothing in this Agreement is, or shall be construed to be, a waiver, in whole or part, by CITY of governmental immunity provided by the Colorado Governmental Immunity Act or otherwise.

12. ATTORNEYS FEES.

If any party hereto shall bring any suit or action against another for relief, declaratory or otherwise, arising out of this Agreement, the prevailing party shall have and recover against the other party, in addition to all court costs and disbursements, such sum as the court may adjudge to be reasonable attorneys fees and expert witness fees.

13. GOVERNING LAW.

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

14. ENTIRE AGREEMENT.

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

15. COUNTERPARTS: FACSIMILE TRANSMISSION.

This Agreement may be executed by facsimile and/or in any number of counterparts, any or all of which may contain the signatures of less than all the parties, and all of which shall be construed together as but a single instrument and shall be binding on the parties as though originally executed on one originally executed document. All facsimile counterparts shall be promptly followed with delivery of original executed counterparts.

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

CITY OF GUNNISON, a Colorado
home-rule municipality

ATTEST:

By: _____
Richard Hagan
Mayor

Gail A. Davidson
City Clerk

SIX POINTS EVALUATION & TRAINING, INC.

By: _____

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement ("MOA") made effective this _____ day of _____, 2016, is by and between CITY OF GUNNISON, a Colorado home-rule municipality, existing under the laws of the State of Colorado, hereinafter called "CITY", and WESTERN STATE COLORADO UNIVERSITY, a non-profit corporation of the State of Colorado, hereinafter called "WESTERN".

RECITALS

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

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

AGREEMENT

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

1. TERM.

The term of this Agreement shall commence on January 1, 2016 and shall terminate on December 31, 2016, unless sooner terminated or replaced as provided herein.

2. COMPENSATION, BONUS AND EXPENSES.

- (a) CITY hereby agrees to provide the funds previously appropriated and budgeted to WESTERN in the amount of Ten Thousand Dollars and No Cents (\$10,000.00), within thirty (30) days of execution of this agreement to be used for boosting enrollment at WESTERN, raising awareness of WESTERN and Gunnison among consumers statewide who may decide to visit the Gunnison Valley, and boosting WESTERN and Gunnison's reputation statewide. WESTERN further agrees to provide CITY with a detailed synopsis of the use of \$14,680 rollover funds from the Counselor Visit Days program, which was approved for use in recruiting efforts at WESTERN.
- (b) This Agreement is subject to CITY making an annual budget appropriation in an amount sufficient to fund this Agreement. If CITY fails or refuses to make such an appropriation, CITY reserves the right to terminate this Agreement without penalty to WESTERN pursuant to paragraph 10 of this Agreement.
- (c) CITY reserves the right to amend this agreement to reduce the contribution stated herein if the 2015 CITY audit should result in a significantly lower fund balance than projected.

3. CONSIDERATION.

- (a) WESTERN agrees acknowledge the financial support of the City of Gunnison in advertising and promotional literature. Copies of such advertising and literature

must be provided to the Finance Director of the CITY pursuant to paragraph 9 of this Agreement and may be submitted in an electronic format. Photos will be accepted as satisfaction of this requirement.

- (b) WESTERN agrees to provide the CITY with a synopsis of the program's accomplishments during the term of this agreement no later than October 31, 2016, which includes the program's actual revenues and expenditures for 2015 and estimated revenues and expenditures for 2016. Such written synopsis must be provided to the Finance Director of the CITY pursuant to paragraph 9 of this Agreement and may be submitted in an electronic format.
- (c) WESTERN agrees to demonstrate on-going efforts to cooperate and collaborate with other community based organizations and groups.
- (d) WESTERN agrees to demonstrate financial support (both cash and in-kind) from other resources (exclusive of the City of Gunnison).

4. INDEMNIFICATION.

- (a) WESTERN agrees to indemnify, defend and hold harmless CITY, its Council, agents and employees of and from any and all liability, claims, liens, demands, actions and causes of action whatsoever (including reasonable attorney's and expert's fees and costs) arising out of or related to any loss, cost, damage or injury, including death, of any person or damage to property of any kind caused by the misconduct or negligent acts, errors or omissions of WESTERN or its employees, sub-contractors or agents in connection with this Agreement.
- (b) This provision shall survive any termination or expiration of this Agreement with respect to any liability, injury or damage occurring prior to such termination.

5. INSURANCE.

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

- (a) Worker's Compensation Insurance in accordance with Colorado and Federal law which adequately protects all labor employed by WESTERN during the term of this Agreement.
- (b) Comprehensive General Liability Insurance or the equivalent for any injury to one person in any single occurrence, Three Hundred Fifty Thousand and No/100 U.S. Dollars (\$350,000.00); and For an injury to two or more persons in any single occurrence, the sum of Nine Hundred Ninety Thousand and No/100 U.S. Dollars (\$990,000.00).
- (c) Comprehensive automobile liability insurance on all vehicles used in the Services, in an amount no less than Three Hundred Fifty Thousand and No/100 U.S. Dollars

(\$350,000.00) for any injury to one person in any single occurrence and in an amount no less than Nine Hundred Ninety Thousand and No/100 U.S. Dollars (\$990,000.00) for any injury to two or more persons in any single occurrence.

6. INDEPENDENT CONTRACTOR.

- (a) In carrying out its obligations and activities under this Agreement, WESTERN is acting as an independent contractor and not as an agent, partner, joint venture or employee of CITY. WESTERN does not have any authority to bind CITY in any manner whatsoever.
- (b) WESTERN acknowledges and agrees that WESTERN is not entitled to: (i) unemployment insurance benefits; or (ii) Workers Compensation coverage, from CITY. Further, WESTERN is obligated to pay federal and state income tax on any moneys paid it related to the services.

7. DELEGATION AND ASSIGNMENT.

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

8. ILLEGAL ALIEN CERTIFICATION.

The Following Certifications are made by WESTERN pursuant to C.R.S. 8-17.5-101, et seq.:

- (a) WESTERN shall not knowingly employ or contract with an illegal alien to perform work under this Contract or enter into a contract with a subcontractor that fails to certify to WESTERN that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under the Contract;
- (b) WESTERN has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Contract through participation in either the e-verify program or the department program;
- (c) WESTERN certifies that it will use either the e-verify program or the department program procedures to undertake pre-employment screening of job applicants while this Contract is being performed;
- (d) If WESTERN obtains actual knowledge that a subcontractor performing work under this Contract knowingly employs or contracts with an illegal alien, WESTERN shall be required to: (1) notify the subcontractor and the CITY within three days that WESTERN has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and (2) terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to subsection (1), the subcontractor does not stop employing or contracting with the illegal alien; except that WESTERN shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien;

- (e) WESTERN shall comply with any reasonable request by the department made in the course of an investigation that the department is undertaking pursuant to the authority established in Section 8-17.5-102(5).
- (f) If WESTERN violates a provision of this Contract regarding requirements under Section 8-17.5-102(2), C.R.S., the CITY may terminate this Contract for a breach of the Contract. If the Contract is so terminated, WESTERN shall be liable for actual and consequential damages to the CITY. In the event of termination under this provision, the CITY is required to notify the Secretary of State.

9. NOTICES.

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

CITY: Finance Director
City of Gunnison
201 W. Virginia Ave.
Gunnison, Colorado 81230
Phone: 970-641-8162

WESTERN: WESTERN STATE COLORADO UNIVERSITY
Brian Barker
600 N. Adams, Western State CO University
Gunnison, CO 81230

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

10. TERMINATION.

Either party shall have the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days prior written notice to the other.

11. MISCELLANEOUS.

- (a) SEVERABILITY. If any clause or provision of this Agreement shall be held to be invalid in whole or in part, then the remaining clauses and provisions, or portions thereof, shall nevertheless be and remain in full force and effect.
- (b) AMENDMENT. No amendment, alteration, modification of or addition to this Agreement shall be valid or binding unless expressed in writing and signed by the parties to be bound thereby.
- (c) NO WAIVER OF GOVERNMENTAL IMMUNITY. Nothing in this Agreement is, or shall be construed to be, a waiver, in whole or part, by CITY of governmental immunity provided by the Colorado Governmental Immunity Act or otherwise.

12. ATTORNEYS FEES.

If any party hereto shall bring any suit or action against another for relief, declaratory or otherwise, arising out of this Agreement, the prevailing party shall have and recover against the other party, in addition to all court costs and disbursements, such sum as the court may adjudge to be reasonable attorneys fees and expert witness fees.

13. GOVERNING LAW.

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

14. ENTIRE AGREEMENT.

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

15. COUNTERPARTS: FACSIMILE TRANSMISSION.

This Agreement may be executed by facsimile and/or in any number of counterparts, any or all of which may contain the signatures of less than all the parties, and all of which shall be construed together as but a single instrument and shall be binding on the parties as though originally executed on one originally executed document. All facsimile counterparts shall be promptly followed with delivery of original executed counterparts.

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

CITY OF GUNNISON, a Colorado
home-rule municipality

ATTEST:

By: _____
Richard Hagan
Mayor

Gail A. Davidson
City Clerk

WESTERN STATE COLORADO UNIVERSITY

By: _____



Memorandum

To: City Council
From: Ben Cowan
Date: 1/20/2016
Re: 2016 Continuing Challenge Grants

Attached are the recommended agreements for the 2016 Continuing Challenge Grants.

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.

I have included your requested modifications to the agreement which include the reporting requirement within 45 days of the end of the event as well as a copy of the literature that demonstrates the receipt of City funds.

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.

2016 Continuing Challenge Grants

Gunnison Country Chamber of Commerce (Chamber Holidays)	2,000
Cattlemen's Days, Inc.	7,500
Gunnison Car Club	1,000
Rotary Club of Gunnison Fishing Tournament	750
Gunnison River Festival	<u>2,000</u>
TOTAL	\$13,250

Requested Action: A motion to authorize the Mayor's signature on the Continuing Challenge Grants for the above organizations; and to authorize the release of the budgeted 2016 funds for these programs.

CONTINUING CHALLENGE GRANT AGREEMENT

This Agreement made effective this _____ day of _____, 2016, is by and between CITY OF GUNNISON, a Colorado home-rule municipality, existing under the laws of the State of Colorado, hereinafter called "CITY", and GUNNISON CHAMBER OF COMMERCE, a non-profit corporation of the State of Colorado, hereinafter called "CHAMBER".

RECITALS

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, CHAMBER 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.

AGREEMENT

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

1. TERM.

The term of this Agreement shall commence on January 1, 2016 and shall terminate on December 31, 2016, unless sooner terminated or replaced as provided herein.

2. COMPENSATION, BONUS AND EXPENSES.

- (a) CITY hereby agrees to provide the funds previously appropriated and budgeted to CHAMBER in the amount of Two Thousand Dollars and No Cents (\$2,000.00), within thirty (30) days of execution of this agreement.
- (b) This Agreement is subject to CITY making an annual budget appropriation in an amount sufficient to fund this Agreement. If CITY fails or refuses to make such an appropriation, CITY reserves the right to terminate this Agreement without penalty to CHAMBER pursuant to paragraph 10 of this Agreement.
- (c) CITY reserves the right to amend this agreement to reduce the contribution stated herein if the 2015 CITY audit should result in a significantly lower fund balance than projected.

3. CONSIDERATION.

- (a) CHAMBER agrees acknowledge the financial support of the CITY in advertising and promotional literature. 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.”** Copies of such advertising and literature must be provided to the Community Development Department of the CITY pursuant to paragraph 9 of this Agreement and may be submitted in an electronic format. Photos will be accepted as satisfaction of this requirement.
- (b) CHAMBER agrees to provide CITY with a detailed synopsis of the event together with an accounting as to the revenues and expenditures no later than forty-five (45) days following the conclusion of the event. Such written synopsis must be provided to the Community Development Department of the CITY pursuant to paragraph 9 of this Agreement and may be submitted in an electronic format.
- (c) CHAMBER agrees that the sum provided by the CITY shall be expended in accordance with its continuing category challenge grant request.
- (d) CHAMBER agrees to not utilize City funds as a pass through to other City funded programs.

4. INDEMNIFICATION.

- (a) CHAMBER agrees to indemnify, defend and hold harmless CITY, its Council, agents and employees of and from any and all liability, claims, liens, demands, actions and causes of action whatsoever (including reasonable attorney’s and expert’s fees and costs) arising out of or related to any loss, cost, damage or injury, including death, of any person or damage to property of any kind caused by the misconduct or negligent acts, errors or omissions of CHAMBER or its employees, sub-contractors or agents in connection with this Agreement.
- (b) This provision shall survive any termination or expiration of this Agreement with respect to any liability, injury or damage occurring prior to such termination.

5. INSURANCE.

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

- (a) Worker’s Compensation Insurance in accordance with Colorado and Federal law which adequately protects all labor employed by CHAMBER during the term of this Agreement.
- (b) Comprehensive General Liability Insurance or the equivalent for any injury to one person in any single occurrence, Three Hundred Fifty Thousand and No/100 U.S. Dollars (\$350,000.00); and For an injury to two or more persons in any single

occurrence, the sum of Nine Hundred Ninety Thousand and No/100 U.S. Dollars (\$990,000.00).

- (c) Comprehensive automobile liability insurance on all vehicles used in the Services, in an amount no less than Three Hundred Fifty Thousand and No/100 U.S. Dollars (\$350,000.00) for any injury to one person in any single occurrence and in an amount no less than Nine Hundred Ninety Thousand and No/100 U.S. Dollars (\$990,000.00) for any injury to two or more persons in any single occurrence.

6. INDEPENDENT CONTRACTOR.

- (a) In carrying out its obligations and activities under this Agreement, CHAMBER is acting as an independent contractor and not as an agent, partner, joint venture or employee of CITY. CHAMBER does not have any authority to bind CITY in any manner whatsoever.
- (b) CHAMBER acknowledges and agrees that CHAMBER is not entitled to: (i) unemployment insurance benefits; or (ii) Workers Compensation coverage, from CITY. Further, CHAMBER is obligated to pay federal and state income tax on any moneys paid it related to the services.

7. DELEGATION AND ASSIGNMENT.

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

8. ILLEGAL ALIEN CERTIFICATION.

The Following Certifications are made by CHAMBER pursuant to C.R.S. 8-17.5-101, et seq.:

- (a) CHAMBER shall not knowingly employ or contract with an illegal alien to perform work under this Contract or enter into a contract with a subcontractor that fails to certify to CHAMBER that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under the Contract;
- (b) CHAMBER has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Contract through participation in either the e-verify program or the department program;
- (c) CHAMBER certifies that it will use either the e-verify program or the department program procedures to undertake pre-employment screening of job applicants while this Contract is being performed;
- (d) If CHAMBER obtains actual knowledge that a subcontractor performing work under this Contract knowingly employs or contracts with an illegal alien, CHAMBER shall be required to: (1) notify the subcontractor and the CITY within three days that CHAMBER has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and (2) terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant

to subsection (1), the subcontractor does not stop employing or contracting with the illegal alien; except that CHAMBER shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien;

- (e) CHAMBER shall comply with any reasonable request by the department made in the course of an investigation that the department is undertaking pursuant to the authority established in Section 8-17.5-102(5).
- (f) If CHAMBER violates a provision of this Contract regarding requirements under Section 8-17.5-102(2), C.R.S., the CITY may terminate this Contract for a breach of the Contract. If the Contract is so terminated, CHAMBER shall be liable for actual and consequential damages to the CITY. In the event of termination under this provision, the CITY is required to notify the Secretary of State.

9. NOTICES.

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

CITY: City of Gunnison
Community Development Department
201 W. Virginia Ave.
Gunnison, Colorado 81230
Phone: 970-641-8090

CHAMBER: GUNNISON CHAMBER OF COMMERCE
500 E. Tomichi Ave.
Gunnison, CO 81230

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

10. TERMINATION.

Either party shall have the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days prior written notice to the other.

11. MISCELLANEOUS.

- (a) SEVERABILITY. If any clause or provision of this Agreement shall be held to be invalid in whole or in part, then the remaining clauses and provisions, or portions thereof, shall nevertheless be and remain in full force and effect.
- (b) AMENDMENT. No amendment, alteration, modification of or addition to this Agreement shall be valid or binding unless expressed in writing and signed by the parties to be bound thereby.

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

12. ATTORNEYS FEES.

If any party hereto shall bring any suit or action against another for relief, declaratory or otherwise, arising out of this Agreement, the prevailing party shall have and recover against the other party, in addition to all court costs and disbursements, such sum as the court may adjudge to be reasonable attorneys fees and expert witness fees.

13. GOVERNING LAW.

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

14. ENTIRE AGREEMENT.

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

15. COUNTERPARTS: FACSIMILE TRANSMISSION.

This Agreement may be executed by facsimile and/or in any number of counterparts, any or all of which may contain the signatures of less than all the parties, and all of which shall be construed together as but a single instrument and shall be binding on the parties as though originally executed on one originally executed document. All facsimile counterparts shall be promptly followed with delivery of original executed counterparts.

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

CITY OF GUNNISON, a Colorado
home-rule municipality

ATTEST:

By: _____
Richard Hagan
Mayor

Gail A. Davidson
City Clerk

GUNNISON CHAMBER OF COMMERCE

By: _____

CONTINUING CHALLENGE GRANT AGREEMENT

This Agreement made effective this _____ day of _____, 2016, is by and between CITY OF GUNNISON, a Colorado home-rule municipality, existing under the laws of the State of Colorado, hereinafter called "CITY", and CATTLEMEN'S DAYS, INC., a non-profit corporation of the State of Colorado, hereinafter called "CATTLEMEN'S".

RECITALS

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, CATTLEMEN'S 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.

AGREEMENT

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

1. TERM.

The term of this Agreement shall commence on January 1, 2016 and shall terminate on December 31, 2016, unless sooner terminated or replaced as provided herein.

2. COMPENSATION, BONUS AND EXPENSES.

- (a) CITY hereby agrees to provide the funds previously appropriated and budgeted to CATTLEMEN'S in the amount of Seven Thousand Five Hundred Dollars and No Cents (\$7,500.00), within thirty (30) days of execution of this agreement.
- (b) This Agreement is subject to CITY making an annual budget appropriation in an amount sufficient to fund this Agreement. If CITY fails or refuses to make such an appropriation, CITY reserves the right to terminate this Agreement without penalty to CATTLEMEN'S pursuant to paragraph 10 of this Agreement.
- (c) CITY reserves the right to amend this agreement to reduce the contribution stated herein if the 2015 CITY audit should result in a significantly lower fund balance than projected.

3. CONSIDERATION.

- (a) CATTLEMEN'S agrees acknowledge the financial support of the CITY in advertising and promotional literature. 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."** Copies of such advertising and literature must be provided to the Community Development Department of the CITY pursuant to paragraph 9 of this Agreement and may be submitted in an electronic format. Photos will be accepted as satisfaction of this requirement.
- (b) CATTLEMEN'S agrees to provide CITY with a detailed synopsis of the event together with an accounting as to the revenues and expenditures no later than forty-five (45) days following the conclusion of the event. Such written synopsis must be provided to the Community Development Department of the CITY pursuant to paragraph 9 of this Agreement and may be submitted in an electronic format.
- (c) CATTLEMEN'S agrees that the sum provided by the CITY shall be expended in accordance with its continuing category challenge grant request.
- (d) CATTLEMEN'S agrees to not utilize City funds as a pass through to other City funded programs.

4. INDEMNIFICATION.

- (a) CATTLEMEN'S agrees to indemnify, defend and hold harmless CITY, its Council, agents and employees of and from any and all liability, claims, liens, demands, actions and causes of action whatsoever (including reasonable attorney's and expert's fees and costs) arising out of or related to any loss, cost, damage or injury, including death, of any person or damage to property of any kind caused by the misconduct or negligent acts, errors or omissions of CATTLEMEN'S or its employees, sub-contractors or agents in connection with this Agreement.
- (b) This provision shall survive any termination or expiration of this Agreement with respect to any liability, injury or damage occurring prior to such termination.

5. INSURANCE.

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

- (a) Worker's Compensation Insurance in accordance with Colorado and Federal law which adequately protects all labor employed by CATTLEMEN'S during the term of this Agreement.
- (b) Comprehensive General Liability Insurance or the equivalent for any injury to one person in any single occurrence, Three Hundred Fifty Thousand and No/100 U.S.

Dollars (\$350,000.00); and For an injury to two or more persons in any single occurrence, the sum of Nine Hundred Ninety Thousand and No/100 U.S. Dollars (\$990,000.00).

- (c) Comprehensive automobile liability insurance on all vehicles used in the Services, in an amount no less than Three Hundred Fifty Thousand and No/100 U.S. Dollars (\$350,000.00) for any injury to one person in any single occurrence and in an amount no less than Nine Hundred Ninety Thousand and No/100 U.S. Dollars (\$990,000.00) for any injury to two or more persons in any single occurrence.

6. INDEPENDENT CONTRACTOR.

- (a) In carrying out its obligations and activities under this Agreement, CATTLEMEN'S is acting as an independent contractor and not as an agent, partner, joint venture or employee of CITY. CATTLEMEN'S does not have any authority to bind CITY in any manner whatsoever.
- (b) CATTLEMEN'S acknowledges and agrees that CATTLEMEN'S is not entitled to: (i) unemployment insurance benefits; or (ii) Workers Compensation coverage, from CITY. Further, CATTLEMEN'S is obligated to pay federal and state income tax on any moneys paid it related to the services.

7. DELEGATION AND ASSIGNMENT.

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

8. ILLEGAL ALIEN CERTIFICATION.

The Following Certifications are made by CATTLEMEN'S pursuant to C.R.S. 8-17.5-101, et seq.:

- (a) CATTLEMEN'S shall not knowingly employ or contract with an illegal alien to perform work under this Contract or enter into a contract with a subcontractor that fails to certify to CATTLEMEN'S that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under the Contract;
- (b) CATTLEMEN'S has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Contract through participation in either the e-verify program or the department program;
- (c) CATTLEMEN'S certifies that it will use either the e-verify program or the department program procedures to undertake pre-employment screening of job applicants while this Contract is being performed;
- (d) If CATTLEMEN'S obtains actual knowledge that a subcontractor performing work under this Contract knowingly employs or contracts with an illegal alien, CATTLEMEN'S shall be required to: (1) notify the subcontractor and the CITY within three days that CATTLEMEN'S has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and (2) terminate the subcontract

with the subcontractor if within three days of receiving the notice required pursuant to subsection (1), the subcontractor does not stop employing or contracting with the illegal alien; except that CATTLEMEN'S shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien;

- (e) CATTLEMEN'S shall comply with any reasonable request by the department made in the course of an investigation that the department is undertaking pursuant to the authority established in Section 8-17.5-102(5).
- (f) If CATTLEMEN'S violates a provision of this Contract regarding requirements under Section 8-17.5-102(2), C.R.S., the CITY may terminate this Contract for a breach of the Contract. If the Contract is so terminated, CATTLEMEN'S shall be liable for actual and consequential damages to the CITY. In the event of termination under this provision, the CITY is required to notify the Secretary of State.

9. NOTICES.

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

CITY: City of Gunnison
Community Development Department
201 W. Virginia Ave.
Gunnison, Colorado 81230
Phone: 970-641-8090

CATTLEMEN'S: CATTLEMEN'S DAYS, INC.
Margo Patton Blair
PO Box 1203
Gunnison, CO 81230

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

10. TERMINATION.

Either party shall have the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days prior written notice to the other.

11. MISCELLANEOUS.

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

- (b) AMENDMENT. No amendment, alteration, modification of or addition to this Agreement shall be valid or binding unless expressed in writing and signed by the parties to be bound thereby.
- (c) NO WAIVER OF GOVERNMENTAL IMMUNITY. Nothing in this Agreement is, or shall be construed to be, a waiver, in whole or part, by CITY of governmental immunity provided by the Colorado Governmental Immunity Act or otherwise.

12. ATTORNEYS FEES.

If any party hereto shall bring any suit or action against another for relief, declaratory or otherwise, arising out of this Agreement, the prevailing party shall have and recover against the other party, in addition to all court costs and disbursements, such sum as the court may adjudge to be reasonable attorneys fees and expert witness fees.

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

CITY OF GUNNISON, a Colorado
home-rule municipality

ATTEST:

By: _____
Richard Hagan
Mayor

Gail A. Davidson
City Clerk

CATTLEMEN'S DAYS, INC.

By: _____

CONTINUING CHALLENGE GRANT AGREEMENT

This Agreement made effective this ____ day of _____, 2016, is by and between CITY OF GUNNISON, a Colorado home-rule municipality, existing under the laws of the State of Colorado, hereinafter called "CITY", and GUNNISON CAR CLUB, a non-profit corporation of the State of Colorado, hereinafter called "CAR CLUB".

RECITALS

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

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WHEREAS, CAR CLUB 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.

AGREEMENT

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

1. TERM.

The term of this Agreement shall commence on January 1, 2016 and shall terminate on December 31, 2016, unless sooner terminated or replaced as provided herein.

2. COMPENSATION, BONUS AND EXPENSES.

- (a) CITY hereby agrees to provide the funds previously appropriated and budgeted to CAR CLUB in the amount of One Thousand Dollars and No Cents (\$1,000.00), within thirty (30) days of execution of this agreement.
- (b) This Agreement is subject to CITY making an annual budget appropriation in an amount sufficient to fund this Agreement. If CITY fails or refuses to make such an appropriation, CITY reserves the right to terminate this Agreement without penalty to CAR CLUB pursuant to paragraph 10 of this Agreement.
- (c) CITY reserves the right to amend this agreement to reduce the contribution stated herein if the 2015 CITY audit should result in a significantly lower fund balance than projected.

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- (a) CAR CLUB agrees to indemnify, defend and hold harmless CITY, its Council, agents and employees of and from any and all liability, claims, liens, demands, actions and causes of action whatsoever (including reasonable attorney’s and expert’s fees and costs) arising out of or related to any loss, cost, damage or injury, including death, of any person or damage to property of any kind caused by the misconduct or negligent acts, errors or omissions of CAR CLUB or its employees, sub-contractors or agents in connection with this Agreement.
- (b) This provision shall survive any termination or expiration of this Agreement with respect to any liability, injury or damage occurring prior to such termination.

5. INSURANCE.

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

- (a) Worker’s Compensation Insurance in accordance with Colorado and Federal law which adequately protects all labor employed by CAR CLUB during the term of this Agreement.
- (b) Comprehensive General Liability Insurance or the equivalent for any injury to one person in any single occurrence, Three Hundred Fifty Thousand and No/100 U.S. Dollars (\$350,000.00); and For an injury to two or more persons in any single

occurrence, the sum of Nine Hundred Ninety Thousand and No/100 U.S. Dollars (\$990,000.00).

- (c) Comprehensive automobile liability insurance on all vehicles used in the Services, in an amount no less than Three Hundred Fifty Thousand and No/100 U.S. Dollars (\$350,000.00) for any injury to one person in any single occurrence and in an amount no less than Nine Hundred Ninety Thousand and No/100 U.S. Dollars (\$990,000.00) for any injury to two or more persons in any single occurrence.

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

7. DELEGATION AND ASSIGNMENT.

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

8. ILLEGAL ALIEN CERTIFICATION.

The Following Certifications are made by CAR CLUB pursuant to C.R.S. 8-17.5-101, et seq.:

- (a) CAR CLUB shall not knowingly employ or contract with an illegal alien to perform work under this Contract or enter into a contract with a subcontractor that fails to certify to CAR CLUB that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under the Contract;
- (b) CAR CLUB has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Contract through participation in either the e-verify program or the department program;
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subsection (1), the subcontractor does not stop employing or contracting with the illegal alien; except that CAR CLUB shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien;

- (e) CAR CLUB shall comply with any reasonable request by the department made in the course of an investigation that the department is undertaking pursuant to the authority established in Section 8-17.5-102(5).
- (f) If CAR CLUB violates a provision of this Contract regarding requirements under Section 8-17.5-102(2), C.R.S., the CITY may terminate this Contract for a breach of the Contract. If the Contract is so terminated, CAR CLUB shall be liable for actual and consequential damages to the CITY. In the event of termination under this provision, the CITY is required to notify the Secretary of State.

9. NOTICES.

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

CITY: City of Gunnison
Community Development Department
201 W. Virginia Ave.
Gunnison, Colorado 81230
Phone: 970-641-8090

CAR CLUB: GUNNISON CAR CLUB
Mike Callihan
PO Box 7102
Gunnison, CO 81230

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

10. TERMINATION.

Either party shall have the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days prior written notice to the other.

11. MISCELLANEOUS.

- (a) SEVERABILITY. If any clause or provision of this Agreement shall be held to be invalid in whole or in part, then the remaining clauses and provisions, or portions thereof, shall nevertheless be and remain in full force and effect.
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- (c) NO WAIVER OF GOVERNMENTAL IMMUNITY. Nothing in this Agreement is, or shall be construed to be, a waiver, in whole or part, by CITY of governmental immunity provided by the Colorado Governmental Immunity Act or otherwise.

12. ATTORNEYS FEES.

If any party hereto shall bring any suit or action against another for relief, declaratory or otherwise, arising out of this Agreement, the prevailing party shall have and recover against the other party, in addition to all court costs and disbursements, such sum as the court may adjudge to be reasonable attorneys fees and expert witness fees.

13. GOVERNING LAW.

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

14. ENTIRE AGREEMENT.

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

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This Agreement may be executed by facsimile and/or in any number of counterparts, any or all of which may contain the signatures of less than all the parties, and all of which shall be construed together as but a single instrument and shall be binding on the parties as though originally executed on one originally executed document. All facsimile counterparts shall be promptly followed with delivery of original executed counterparts.

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

CITY OF GUNNISON, a Colorado
home-rule municipality

ATTEST:

By: _____
Richard Hagan
Mayor

Gail A. Davidson
City Clerk

GUNNISON CAR CLUB

By: _____

CONTINUING CHALLENGE GRANT AGREEMENT

This Agreement made effective this _____ day of _____, 2016, is by and between CITY OF GUNNISON, a Colorado home-rule municipality, existing under the laws of the State of Colorado, hereinafter called "CITY", and ROTARY CLUB OF GUNNISON, a non-profit corporation of the State of Colorado, hereinafter called "ROTARY".

RECITALS

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, ROTARY 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.

AGREEMENT

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

1. TERM.

The term of this Agreement shall commence on January 1, 2016 and shall terminate on December 31, 2016, unless sooner terminated or replaced as provided herein.

2. COMPENSATION, BONUS AND EXPENSES.

- (a) CITY hereby agrees to provide the funds previously appropriated and budgeted to ROTARY in the amount of Seven Hundred Fifty Dollars and No Cents (\$750.00), within thirty (30) days of execution of this agreement.
- (b) This Agreement is subject to CITY making an annual budget appropriation in an amount sufficient to fund this Agreement. If CITY fails or refuses to make such an appropriation, CITY reserves the right to terminate this Agreement without penalty to ROTARY pursuant to paragraph 10 of this Agreement.
- (c) CITY reserves the right to amend this agreement to reduce the contribution stated herein if the 2015 CITY audit should result in a significantly lower fund balance than projected.

3. CONSIDERATION.

- (a) ROTARY agrees acknowledge the financial support of the CITY in advertising and promotional literature. 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.”** Copies of such advertising and literature must be provided to the Community Development Department of the CITY pursuant to paragraph 9 of this Agreement and may be submitted in an electronic format. Photos will be accepted as satisfaction of this requirement.
- (b) ROTARY agrees to provide CITY with a detailed synopsis of the event together with an accounting as to the revenues and expenditures no later than forty-five (45) days following the conclusion of the event. Such written synopsis must be provided to the Community Development Department of the CITY pursuant to paragraph 9 of this Agreement and may be submitted in an electronic format.
- (c) ROTARY agrees that the sum provided by the CITY shall be expended in accordance with its continuing category challenge grant request.
- (d) ROTARY agrees to not utilize City funds as a pass through to other City funded programs.

4. INDEMNIFICATION.

- (a) ROTARY agrees to indemnify, defend and hold harmless CITY, its Council, agents and employees of and from any and all liability, claims, liens, demands, actions and causes of action whatsoever (including reasonable attorney’s and expert’s fees and costs) arising out of or related to any loss, cost, damage or injury, including death, of any person or damage to property of any kind caused by the misconduct or negligent acts, errors or omissions of ROTARY or its employees, sub-contractors or agents in connection with this Agreement.
- (b) This provision shall survive any termination or expiration of this Agreement with respect to any liability, injury or damage occurring prior to such termination.

5. INSURANCE.

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

- (a) Worker’s Compensation Insurance in accordance with Colorado and Federal law which adequately protects all labor employed by ROTARY during the term of this Agreement.
- (b) Comprehensive General Liability Insurance or the equivalent for any injury to one person in any single occurrence, Three Hundred Fifty Thousand and No/100 U.S. Dollars (\$350,000.00); and For an injury to two or more persons in any single

occurrence, the sum of Nine Hundred Ninety Thousand and No/100 U.S. Dollars (\$990,000.00).

- (c) Comprehensive automobile liability insurance on all vehicles used in the Services, in an amount no less than Three Hundred Fifty Thousand and No/100 U.S. Dollars (\$350,000.00) for any injury to one person in any single occurrence and in an amount no less than Nine Hundred Ninety Thousand and No/100 U.S. Dollars (\$990,000.00) for any injury to two or more persons in any single occurrence.

6. INDEPENDENT CONTRACTOR.

- (a) In carrying out its obligations and activities under this Agreement, ROTARY is acting as an independent contractor and not as an agent, partner, joint venture or employee of CITY. ROTARY does not have any authority to bind CITY in any manner whatsoever.
- (b) ROTARY acknowledges and agrees that ROTARY is not entitled to: (i) unemployment insurance benefits; or (ii) Workers Compensation coverage, from CITY. Further, ROTARY is obligated to pay federal and state income tax on any moneys paid it related to the services.

7. DELEGATION AND ASSIGNMENT.

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

8. ILLEGAL ALIEN CERTIFICATION.

The Following Certifications are made by ROTARY pursuant to C.R.S. 8-17.5-101, et seq.:

- (a) ROTARY shall not knowingly employ or contract with an illegal alien to perform work under this Contract or enter into a contract with a subcontractor that fails to certify to ROTARY that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under the Contract;
- (b) ROTARY has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Contract through participation in either the e-verify program or the department program;
- (c) ROTARY certifies that it will use either the e-verify program or the department program procedures to undertake pre-employment screening of job applicants while this Contract is being performed;
- (d) If ROTARY obtains actual knowledge that a subcontractor performing work under this Contract knowingly employs or contracts with an illegal alien, ROTARY shall be required to: (1) notify the subcontractor and the CITY within three days that ROTARY has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and (2) terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to subsection (1), the

subcontractor does not stop employing or contracting with the illegal alien; except that ROTARY shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien;

- (e) ROTARY shall comply with any reasonable request by the department made in the course of an investigation that the department is undertaking pursuant to the authority established in Section 8-17.5-102(5).
- (f) If ROTARY violates a provision of this Contract regarding requirements under Section 8-17.5-102(2), C.R.S., the CITY may terminate this Contract for a breach of the Contract. If the Contract is so terminated, ROTARY shall be liable for actual and consequential damages to the CITY. In the event of termination under this provision, the CITY is required to notify the Secretary of State.

9. NOTICES.

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

CITY: City of Gunnison
Community Development Department
201 W. Virginia Ave.
Gunnison, Colorado 81230
Phone: 970-641-8090

ROTARY: ROTARY CLUB OF GUNNISON
Lauren Holbrook
PO Box 1274
Gunnison, CO 81230

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

10. TERMINATION.

Either party shall have the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days prior written notice to the other.

11. MISCELLANEOUS.

- (a) SEVERABILITY. If any clause or provision of this Agreement shall be held to be invalid in whole or in part, then the remaining clauses and provisions, or portions thereof, shall nevertheless be and remain in full force and effect.
- (b) AMENDMENT. No amendment, alteration, modification of or addition to this Agreement shall be valid or binding unless expressed in writing and signed by the parties to be bound thereby.

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

12. ATTORNEYS FEES.

If any party hereto shall bring any suit or action against another for relief, declaratory or otherwise, arising out of this Agreement, the prevailing party shall have and recover against the other party, in addition to all court costs and disbursements, such sum as the court may adjudge to be reasonable attorneys fees and expert witness fees.

13. GOVERNING LAW.

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

14. ENTIRE AGREEMENT.

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

15. COUNTERPARTS: FACSIMILE TRANSMISSION.

This Agreement may be executed by facsimile and/or in any number of counterparts, any or all of which may contain the signatures of less than all the parties, and all of which shall be construed together as but a single instrument and shall be binding on the parties as though originally executed on one originally executed document. All facsimile counterparts shall be promptly followed with delivery of original executed counterparts.

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

CITY OF GUNNISON, a Colorado
home-rule municipality

ATTEST:

By: _____
Richard Hagan
Mayor

Gail A. Davidson
City Clerk

ROTARY CLUB OF GUNNISON

By: _____

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RECITALS

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WHEREAS, RIVER FESTIVAL 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.

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2. COMPENSATION, BONUS AND EXPENSES.

- (a) CITY hereby agrees to provide the funds previously appropriated and budgeted to RIVER FESTIVAL in the amount of Two Thousand Dollars and No Cents (\$2,000.00), within thirty (30) days of execution of this agreement.
- (b) This Agreement is subject to CITY making an annual budget appropriation in an amount sufficient to fund this Agreement. If CITY fails or refuses to make such an appropriation, CITY reserves the right to terminate this Agreement without penalty to RIVER FESTIVAL pursuant to paragraph 10 of this Agreement.
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following statement: **“This event is made possible, in part, with the assistance of the Challenge Grant Program of the City of Gunnison.”** Copies of such advertising and literature must be provided to the Community Development Department of the CITY pursuant to paragraph 9 of this Agreement and may be submitted in an electronic format. Photos will be accepted as satisfaction of this requirement.

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- (a) RIVER FESTIVAL agrees to indemnify, defend and hold harmless CITY, its Council, agents and employees of and from any and all liability, claims, liens, demands, actions and causes of action whatsoever (including reasonable attorney’s and expert’s fees and costs) arising out of or related to any loss, cost, damage or injury, including death, of any person or damage to property of any kind caused by the misconduct or negligent acts, errors or omissions of RIVER FESTIVAL or its employees, sub-contractors or agents in connection with this Agreement.
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CITY: City of Gunnison
Community Development Department
201 W. Virginia Ave.
Gunnison, Colorado 81230
Phone: 970-641-8090

RIVER FESTIVAL: GUNNISON RIVER FESTIVAL
John Messner
210 Spencer Ave
Gunnison, CO 81230

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

10. TERMINATION.

Either party shall have the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days prior written notice to the other.

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This Agreement may be executed by facsimile and/or in any number of counterparts, any or all of which may contain the signatures of less than all the parties, and all of which shall be construed together as but a single instrument and shall be binding on the parties as though originally executed on one originally executed document. All facsimile counterparts shall be promptly followed with delivery of original executed counterparts.

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CITY OF GUNNISON, a Colorado
home-rule municipality

ATTEST:

By: _____
Richard Hagan
Mayor

Gail A. Davidson
City Clerk

GUNNISON RIVER FESTIVAL

By: _____



To: City Councilors
CC: Interim City Manager Mark Achen
From: City Clerk Gail Davidson
Date: January 20, 2016
Re: Setting Public Hearing on Retail Marijuana Store License Applications from:
White Porch LLC dba Hashish Hut; 827 N. Main St., Gunnison

Councilors:

On June 23, 2015, City Council passed Ordinance No. 5, Series 2015, establishing the regulations and process for approving medical and retail marijuana establishments in Gunnison. Since marijuana establishment applications became available on July 6, 2015, seven City retail marijuana store applications have been received and all have been approved by City Council.

On December 1, 2015, the City received a Retail Marijuana Store application from White Porch LLC dba as Hashish Hut. The location was formerly occupied by Munson Creek Jeep Rentals and the Bank of the West drive-thru banking facility. The application was forward to the City Attorney and pertinent City staff for review. The State-approved Conditional License has been received. Staff is recommending the City Public Hearing on this application be set in accordance with Gunnison Municipal Code Section 8.50.040B(1). The City application form has been included in your packet for preliminary information. The more detailed application will be included for the public hearing meetings.

Thank you, Gail

Action Requested of Council: A motion, second and vote to set the Public Hearing on the retail marijuana store license application from White Porch LLC dba Hashish Hut, 827 N. Main Street, in Gunnison, for 7:00 P.M., Tuesday, February 23, 2016.

CITY OF GUNNISON, COLORADO
MARIJUANA ESTABLISHMENT LICENSE APPLICATION



CITY CLERK'S DEPARTMENT
201 W. VIRGINIA AVENUE - P.O. BOX 239
GUNNISON, CO 81230
970-641-8140 (phone) 970-641-8051 (FAX)
gail@cityofgunnison-co.gov (email)

Date Application Received by Clerk: 12 / 01 / 15 (rec'd City/state)
Application Fee Paid: 11 / 231 / 15 (see attached fee schedule)
License Fee Paid: 11 / 123 / 15
Application Received By: HAD

TYPE OF LICENSE: (please choose ONE)

- Medical Marijuana Center
- Retail Marijuana Store
- Cultivation Establishment: Medical _____ Retail _____
- Marijuana Product Manufacturing Establishment: Medical _____ Retail _____
- Marijuana Testing Facility
- License Renewal
- Modification of Premises
- Transfer License Ownership
- Transfer of License Location
- Other (please specify) _____

BUSINESS PREMISES INFORMATION

Legal Business Name: White Porch LLC
Trade Name of Business (dba): Hashish Hut
FEIN: 47-5430098 City Sales Tax #: 99-745
State Sales Tax #: 29868154-0000
Physical Address of Business: 827 N. Main St.
Mailing Address of Business: PO Box 1085 Paonia, CO 81428
Business Telephone Number: 970-261-3254 - owner
Business Email: [REDACTED] hgunnison15@gmail.com
Property Owner Name: Kimber Arsenault
Property Owner Address and Phone Number: PO Box 1085 Paonia, CO 81428
Building Owner Name: Kimber Arsenault + Dana Lillard KDL Properties LLC
Building Owner Address and Phone Number: PO Box 1085 Paonia, CO 81428

If the applicant is not the owner of the land or building where the marijuana establishment is to be located, the applicant shall submit a lease and a notarized "Property Owner Consent Form" granting consent from the property and/or building owner for the City to initiate the review process.

APPLICANT INFORMATION

APPLICANT is applying as a: (please choose ONE):

- Corporation
- Limited Liability Company (LLC)
- Partnership (includes Husband/Wife Partnerships)
- Individual (Sole Proprietor)
- Other (Specify)

APPLICANT NAME: Kimber L. Arsenault
Individual or Sole Proprietorship:

Applicant Full Legal Name: Kimber Leigh Arsenault Social Security Number: [REDACTED] DOB: [REDACTED]

Applicant's Physical Address: [REDACTED]

Applicant's Mailing Address: P.O. Box 1085 Paonia CO 81428

Applicant's Home and Cell Phone Numbers: [REDACTED] * [REDACTED]

Applicant's Current Email Address: kimberga@tds.net

What Marijuana License(s) does the Applicant or any member of the LLC, Corporation, Partnership/Association currently hold with the State of Colorado?

- Medical Marijuana Center License #: _____
- Retail Marijuana Establishment License #: _____
- Marijuana Product Manufacturing License #: _____
- Marijuana Testing License #: _____
- Cultivation Center License #: _____
- Other License #: _____
- None License #: _____

What Marijuana License(s) does the Applicant hold with the City of Gunnison?

- Type: _____ License #: _____
- Type: _____ License #: _____

Additional Licenses Use Additional Pages

- None

OATH OF APPLICANT

I declare under penalty of perjury in the second degree that this application and any required attachments are true, correct and complete to the best of my knowledge. I also acknowledge that it is my responsibility and the responsibility of my agents and employees to comply with the provisions of the Colorado Marijuana Code that will affect my license.

Authorized Signature: Kimber L. Arsenault
Printed Name and Title: Kimber L. Arsenault
Date: Nov. 23, 2015

**(This page BELOW to be completed by City Staff)
CITY OF GUNNISON DEPARTMENTAL APPROVALS**

Each Department Must Review, Approve, Sign, Check-Off, and Date for Application Approval to be forwarded to City Council for approval.

CITY CLERK'S DEPARTMENT

- Includes payment of application and licensing fees; submission of complete application forms and any other forms as required.

Date approved: _____ By: _____

COMMUNITY DEVELOPMENT DEPARTMENT

- Compliance with Mechanical, Fire and Technical Codes of the Gunnison Municipal Code
- Compliance with Land Use Requirements as defined in the Gunnison Land Development Code.

Date approved: _____ By: _____

FINANCE DEPARTMENT

- Compliance with sales tax collection and remittance Code requirements

Date approved: 12/10/15 By: [Signature]

POLICE DEPARTMENT

- Successful completion of local background checks and investigations

Date approved: _____ By: _____

PUBLIC WORKS DEPARTMENT

- Compliance with City Utilities Codes

Date approved: _____ By: _____

REQUIRED ATTACHMENTS FOR CITY COUNCIL PUBLIC HEARING

Results of local background check by City of Gunnison Police Department.

Approved Site Development Application and/or Conditional Use Permit.

Completed State of Colorado License Application Forms to Application.

Date Application Accepted by City Council: ___/___/___

Date of Public Hearing: ___/___/___

APPLICATION APPROVED: ___/___/___

APPLICATION DENIED: ___/___/___

Colorado Marijuana Licensing Authority
Retail Business License Application

License Types & Fees (See Application Checklist for details on license types and fees.)			
<input checked="" type="checkbox"/> Retail Marijuana Store	<input type="checkbox"/> Tier 1 = 3600 or fewer plants	<input type="checkbox"/> Retail Marijuana Products Manufacturer	
<input type="checkbox"/> Retail Marijuana Cultivation	<input type="checkbox"/> Tier 2 = 3601 – 6000 plants	<input type="checkbox"/> Conversion	
<input type="checkbox"/> Retail Marijuana Test Facility	<input type="checkbox"/> Tier 3 = 6001–10200 plants	<input type="checkbox"/> Retail/Medical Marijuana Combined Use	
		<input type="checkbox"/> Affiliated Business	
Applicant's Legal Business Name (Please Print) <i>White Porch LLC</i>		Marijuana License Number (Assigned by Division)	
Trade Name (DBA) (Provide Trade Name Registration) <i>Hashish Hut</i>		Website Address	
Physical Address			
Street Address of Marijuana Business <i>827 N. Main St</i>		City <i>Gunnison</i>	State <i>CO</i>
		ZIP <i>81230</i>	
Business Phone Number	Business Fax Number	Email Address <i>hhgunnison15@gmail.com</i>	
Mailing Address (if different from Business Address)			
Address <i>P.O. Box 1085</i>		City <i>Paonia</i>	State <i>CO</i>
		ZIP <i>81428</i>	
Primary Contact Person for Business <i>Kimber L. Arsenault H</i>		Title <i>owner sole proprietor</i>	Primary Contact Phone Number <i>970-261-3254</i>
Primary Contact Address (city, state ZIP) <i>P.O. Box 1085 ([REDACTED]) Paonia, CO 81428</i>		Primary Contact Fax Number <i>970-527-4367</i>	
Federal Taxpayer ID <i>47-5430098</i>	Colorado Sales Tax License #	Email Address <i>kimberaga@tds.net</i>	
Type of Business Structure			
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Partnership	<input checked="" type="checkbox"/> Limited Liability Company
<input type="checkbox"/> C Corporation	<input type="checkbox"/> S Corporation	<input type="checkbox"/> Publicly Traded Corporation	<input type="checkbox"/> Trust <input type="checkbox"/> Other
State of Incorporation or Creation of Business Entity <i>colorado</i>			Date <i>10/28/15</i>
Date of Qualification to Conduct Business in Colorado (Provide Certificate of Good Standing from the Colorado Secretary of State's Office) <i>10/28/15</i>			
If a Corporation, List all States Where the Corporation is Authorized to Conduct Business			
List all Trade Names used by the Business Entity (other than above)			
Attach copies of all articles of incorporation, bylaws, articles of organization, or a true copy of any partnership or trust agreement, including any and all amendments to such.			
If a corporation, attach copies of all annual and bi-annual reports, SEC filings, if any, and all minutes from all corporate meetings for the past 12 months.			

1. Is the applicant (including any of the partners, if a partnership; members or manager if a limited liability company; or officers, stockholders or directors if a corporation) or manager under the age of twenty-one years? Yes No

2. Has the applicant (including any of the partners, if a partnership; members or manager if a limited liability company; or officers, stockholders or directors if a corporation) or manager ever (in Colorado or any other state);
 (a) been denied a privileged license (ie: Liquor, Gaming, Racing and Marijuana)?
 (b) had a privileged license (ie: Liquor, Gaming, Racing and Marijuana) suspended or revoked?
 (c) had interest in another entity that had a privileged (ie: Liquor, Gaming, Racing and Marijuana) license denied, suspended or revoked?
 If you answered yes to 2a, b or c, explain in detail on a separate sheet.

3. Has a Marijuana license ever been issued to the applicant (including any of the partners, if a partnership; members or manager if a limited liability company; or officers, stockholders or directors if a corporation)? If yes, identify the name of the business and list any current or former financial interest in said business including any loans to or from a licensee.

4. Does the applicant have legal possession of the premises by virtue of ownership, lease or other arrangement? Attach all documentation showing legal possession. Deed, Title, sale or lease agreements etc.
 Ownership Lease Other (Explain in Detail) _____
 (a) If leased, list name of landlord and tenant, and date of expiration, EXACTLY as they appear on the lease:

Landlord <i>KDL Properties LLC</i>	Tenant <i>White Porch LLE</i>	Expires <i>Nov. 30, 2016</i>
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Attach a diagram of the premises to be licensed and outline or designate the area (including dimensions) which shows the limited access areas, walls, partitions, entrances, exits and what each room shall be utilized for in this business, including security equipment locations. This diagram should be no larger than 8 1/2" X 11". (It does not have to be to scale)

5. Who, besides the owners listed in this application (including persons, firms, partnerships, corporations, limited liability companies, trusts), will loan or give money, inventory, furniture or equipment to or for use in this business; or who will receive money or profits from this business. Attach a separate sheet if necessary.

Name	Date of Birth	FEIN OR SSN	Interest

Attach copies of all notes and security instruments, and any written agreement, or details of any oral agreement, by which any person (including partnerships, corporations, limited liability companies, etc.) will share in the profit or gross proceeds of this establishment, and any agreement relating to the business which is contingent or conditional in any way by volume, profit, sales, giving of advice or consultation.

Local Licensing Authority (To be filled out by Applicant)

Local Licensing Authority/Department <i>City of Gunnison</i>	Address <i>201 W. Virginia Ave, Gunnison, CO 81230</i>	
Local Licensing Authority contact name <i>Gail Davidson</i>	Contact Phone <i>970-641-8140</i>	Contact Email <i>gail@cityofgunnison-co.gov</i>

6. Has the Applicant filed for a retail marijuana cultivation? Yes No

What City or County? (Fill out a separate and complete application)

7. Does the Retail Applicant have evidence of a good and sufficient bond in the amount of \$5,000.00 in accordance with 12-43.4-303 C.R.S. (Include evidence with application)?

Printed Legal Business Name <i>White Porch LLC</i>	Printed Trade Name (DBA) <i>Hashish Hut</i>
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Printed Legal Business Name White Porch LLC	Printed Trade Name (DBA) Hashish Hut
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- | | |
|--|---|
| 1. Has the applicant, the applicant's parent company or any other intermediary business entity ever applied for a Marijuana license in this or any other jurisdiction, foreign or domestic, whether or not the license was ever issued? If YES, provide details on a separate sheet, including jurisdiction, type of license, license number, and dates license held or applied for. | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| 2. Has the applicant, the applicant's parent company or any other intermediary business entity ever been denied a Marijuana license, withdrawn a Marijuana license or had any disciplinary action taken against any Marijuana license that they have held in this or any other jurisdiction, foreign or domestic? If YES, provide details on a separate sheet, including jurisdiction, type of action, and date of action. | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |

Financial History

- | | |
|---|---|
| 1. Is the applicant, the applicant's parent company or any other intermediary business entity delinquent in the payment of any judgments or tax liabilities due to any governmental agency anywhere? If YES, provide details on a separate sheet and attach any documents to prove settlement or resolution of the delinquency. | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| 2. Has the applicant, the applicant's parent company or any other intermediary business entity filed a bankruptcy petition in the past 5 years, had such a petition filed against it, or had a receiver, fiscal agent, trustee, reorganization trustee or similar person appointed for it? If YES, provide details on a separate sheet and attach any documents from the bankruptcy court. | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| 3. Is the applicant, the applicant's parent company or any other intermediary business entity currently a party to, or has it ever been a party to, in any capacity, any business trust instrument? If YES, provide details on a separate sheet. | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| 4. Has a complaint, judgment, consent decree, settlement or other disposition related to a violation of federal, state or similar foreign antitrust, trade or security law or regulation ever been filed or entered against the applicant, the applicant's parent company or any other intermediary business entity? If YES, provide details on a separate sheet and attach any documents to prove the settlement of any of these issues. Include any items currently under formal dispute or legal appeal. | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| 5. Has the applicant, the applicant's parent company or any other intermediary business entity been a party to a lawsuit in the past 5 years, either as a plaintiff or defendant, complainant or respondent, or in any other fashion, in this or any other country? If YES, provide details on a separate sheet and attach any documents to prove the settlement of any of these issues. Include any items currently under formal dispute or legal appeal. | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| 6. Has the applicant, the applicant's parent company or any other intermediary business entity filed a business tax return in the past two years? | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| 7. Has the applicant, the applicant's parent company or any other intermediary business entity completed financial statements, either audited or unaudited, in the past two years? If YES, attach all financial statements completed in the past two years. | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| 8. Has any interest or share in the profits of the sale of Marijuana been pledged or hypothecated as security for a debt or deposited as a security for the performance of an act or to secure the performance of a contract? If YES, provide details on a separate sheet. | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| 9. Attach a list detailing the operating and investment accounts for this business, including financial institution name, address, telephone number, and account number for each account. | |
| 10. Attach a list detailing each outstanding loan and financial obligation obtained for use in this business, including creditor name, address, phone number, loan number, loan amount, loan terms, date acquired, and date due. | |

Person who maintains Applicant's business records self - Kimberle Arsenault	Title owner
Address PO Box 1085 Padonia, CO 81428	Phone Number 970-261-3254
Person who prepares Applicant's tax returns, government forms & reports Randy Fisher (personal returns)	Title CPA
Address 3/4 W. Bridge St. Hotchkiss, CO 81419	Phone Number 970-872-3664
Location of financial books and records for Applicant's business [REDACTED] Padonia, CO 81428 and 827 N. Main Gunnison, CO 81230	

STATE OF COLORADO

DEPARTMENT OF REVENUE



Marijuana Enforcement Division



Retail Marijuana Conditional License

WHITE PORCH, LLC

827 North Main Street, Gunnison, CO 81230

Retail Marijuana Store - 402R-00538

Effective Date of License: January 7, 2016

License Valid Through: 01/07/2017

*Corrected
date*

This license is conditioned upon Local Authority approval, pursuant to section 12-43.4-304(1) C.R.S.

This conditional license is issued subject to the laws of the State of Colorado and especially under the provisions of Title 12, Article 43.4, as amended. A licensee shall not exercise any of the rights or privileges of this license until such time as all such Medical Marijuana and Medical Marijuana-Infused Product are fully transferred and declared in the MITS system as Retail Marijuana and Retail Marijuana Product, pursuant to Rule R211 & R309. This conditional license is nontransferable and shall be conspicuously posted in the place above described. This conditional license is only valid through the expiration date shown above. Any questions concerning this conditional license should be addressed to: Colorado Marijuana Enforcement Division, 455 Sherman Street, Suite 390, Denver, CO 80203. In testimony whereof, I have hereunto set my hand.

W. Lewis Koski

W. Lewis Koski
Division Director

Barbara J. Broni

Barbara J. Broni, Executive Director

As the 2015 annual report, the following is presented as a compilation of the yearly activities in the department and comparisons to years past. Individual activities and monthly reports serve to provide details for most events occurring during 2015.

The police department overall had very little employee turnover in 2015. There were no changes in sworn officers or the records office. Kari was selected as the Law Enforcement Advocate in January 2015 leaving her position as the parking enforcement officer in Neighborhood Services. Bernice Friedman was hired in July and assumed the parking enforcement duties. Communications saw one dispatches leave during 2015 with Meredith leaving in November to a take an emergency dispatch job on the front range. Her position was filled in December, with the start of Sarah. As we move into 2016 job announcements have been posted for a patrol officer and a neighborhood services officer, both new positions approved during the budget process.

The department continues to utilize funds from the Police Officer Standards and Training (POST) Fund to accomplish our training needs for sworn officers. POST offers training throughout the state reimbursing costs or if hosted local at no department cost. In addition to training in 2015 POST reimbursed the costs associated with the Lexipol Policy System, \$4950.

Reimbursed POST training attended:

- CACP (Marijuana Impact on Colorado), two officers, 24 Hours \$384.00
- DUI/SFST Instructor Training, 40 Hrs. \$553.04
- Advanced Forensic Interviewing Class: 2 Officers, 24 Hrs. \$718.00
- Level I Accident Investigation: 1 Officer, 40 Hrs. \$786.70
- CACP Conference, 24 Hrs., \$851.28
- Mesa SWAT Training, 6 Officers, 50 Hrs., \$2,814.00
- FBI Arrest Control Instructors Class, 2 Officers, 80 Hrs., \$1,640.00
- Police One Online Academy Training, Entire Department, \$780.00
- Critical Incident Training (Mental Health Crisis), 3 Officers, 40 Hrs,

Local POST training attended:

- SFST Certification, 3 officers, 24 hours
- Legal Update, 15 officers, 4 hours
- Law Enforcement Suicide Awareness, 4 officers, 8 hours
- Marijuana 101 Training for Law Enforcement, 10 officers, 4 Hrs.
- Domestic Violence, Abuse of Elderly, 9 Officers, 7 hours

Number of Officers that received POST Training: **15**

Total Number of Hours Training in 2015 through POST: **927 Total Hours of training**

Cost Reimbursed for Training: **\$8,527.02**

We also conducted regular in-service officer training in CPR/first aid, driving, policy review, arrest control, taser use, intoxilyzer recertification, active shooter response and firearms qualification. The Regional POST board has available a mobile training

simulator system which the department uses for decision making training implementing not only firearms, tazers but other force options.

Communication Officers accomplished training on CPR, Emergency Medical Dispatching, CCIC recertification, and regional meetings on 911 and state communications issues. NSO received training in CPR/First Aid. Law Enforcement Advocate attended Law Enforcement Suicide Awareness, Domestic Violence, Abuse of Elderly training, the Colorado Victim Assistance Academy and the COVA Conference. Records attended the Law Enforcement Suicide Awareness training.

Neighborhood Services stays busy with animal enforcement, nuisance violations and assisting public works with parked vehicles interfering with scheduled road maintenance. Of the 324 animal complaints and 30 vicious animal calls in 2015 handled by the department 172 dogs and 23 cats went to the shelter. Of those 168 dogs and 12 cats were returned to their owners. Four dogs and 11 cats were turned over to GVAWL for adoption. No animals were euthanized. Neighborhood Services started impounding animals in the GVAWL Shelter February 2015 with the patrol officer receiving training in March and full utilization of the GVAWL shelter occurring in April 2015.

The Law Enforcement Victim Advocate Program was busy in 2015 having contact with 209 primary and secondary victims. The police department record's staff continues to be funded through the advocate program at quarter time with Kari being hired part time starting in January 2015. As a reminder the advocate program serves the four local law enforcement agencies in the valley with each contributing to the program and a VALE grant. The records staff reviews all law enforcement reports and provides victim notification by mail, answers phone and walk-in questions and assists Kari with reporting. Kari is directly involved with contacting victims by phone, in person and responds to scenes. In addition to assisting the four agencies Kari was also involved with assisting the coroner office, CSP and Hinsdale County during the year with situations involving those agencies.

Cases involving the advocate program by agency, 2015:

	GPD	GSO	CBMO	MTCB
Domestic Related	37	8	6	15
Sexual Assault	9	7	3	3
other VRA crime	29	11	5	7
Non-criminal	1	4	0	0

The police department reports two sources of crime data, our internal computer system and information reported to CBI. The information reported in the monthly reports comes from the internal system and is representative of the main offenses officers' respond to. This information is provided to give council a general idea of department activity.

Reports Taken	2013	2014	2015
Alcohol violations	35	48	32
Assaults	62	68	72

Burglaries	27	10	26
Controlled Substances	32	23	42
Criminal Mischief	107	86	79
Public Disorder/Peace	185	186	171
DUI	30	62	90
FTA	22	9	105
Harassment	57	66	61
Thefts	193	170	174
Trespass	35	34	24
Animal - Complaints	344	350	324
Animal – Vicious	24	28	30
Bicycle, Warnings	111	51	68
Bicycle, Tickets	13	58	64
Moving Violations, Warnings	594	850	811
Moving Violations, Tickets	153	199	173
Parking Violations, Warnings	84	82	150
Parking Violations, Tickets	534	354	204

Information reported to CBI is broken down into two categories Part A and Part B. Part A being crimes against persons, property crimes and society. Part B would be crimes reported only when associated with an arrest. CBI reported numbers are used as our official statistics as they represent the numbers reported to the State (CBI), released for state/federal reporting and are entered directly by department records staff so they are monitored closer than the internal computer records. The information given to CBI is the information used to determine the department closure rates.

	Total Part A	Clearance for crimes against person	Clearance for property crimes
2013	478	70%	32%
2014	394	94%	27%
2015	411	87%	27%

*current year statistics are not confirmed until Feb of the following year

Criminal Statistical data is released to the public annually, for previous years, by CBI and the FBI and used for a variety of reasons. The department will also provide data at any time and for specific data requests. This information is routinely used to compare communities even though the data comes with cautions about doing so. The data is best suited for comparing a community to its self. Comparison data is available on line from the State of Colorado and FBI web sites. The data that I try to reference monthly and at the end of the year is to see if things are changing in Gunnison, how effective is the police department and does the data identify changes good or bad.

The monthly chart does not reflect several categories of serious crime; such as homicide, robbery or sexual assault. These are rather reported monthly in narrative format because the numbers remain low and are addressed in a case by case manner. However, they are

reported to CBI so the number impacts the overall data released. There were no homicides in 2015 and 1 in 2014. For robberies we had 1 in 2014 and 3 in 2015 with 2 being cleared. For sexual assaults we had 10 reported in 2014 and 11 reported in 2015 with 10 being cleared.

Information for communications:

	2013*	2014	2015
Ambulance Pages	1379	1737	1763
Fire Pages	417	545	528
EMD calls	194	248	282
9-1-1 Calls	5301	7863**	6845
Admin	113057	26045	68877
Search and Rescue calls	21	29	71

* move into new building 2013 all call data N/A for November, 911 calls for Oct and Admin calls for December unavailable

**missing 911 call data for January

Activity for 2015 was comparable with prior years. Nothing is identified that would cause concern for an increase in criminal activity. That said 2016 will be a busy time. The addition of a Neighborhood Service Officer will allow the department to become more proactive on nuisance complaints. This corresponds to a planned adoption of new nuisance ordinances. Addition of a sworn patrol officer will also allow for more random patrol time. Random patrol time is typically that period officers can focus on traffic enforcement and community contact. The department is also implementing a new collateral assignment for a patrol officer to focus on marijuana and alcohol licensee compliance. Additional state training requirements on sworn officers go into effect in 2016 that have to be implemented.

If, you have any questions please contact me, office 641-8250.

Keith