



REGULAR MEETING OF THE CITY COUNCIL

City Council Chambers
448 East 1st Street, Room 190
City of Salida, Colorado
Tuesday, January 02, 2018 6:00 p.m.

The City Council may take action on any of the following agenda items as presented or modified prior to or during the meeting, and items necessary or convenient to effectuate the agenda items.

- I. **REGULAR MEETING CALLED TO ORDER** –
- II. **PLEDGE OF ALLEGIANCE** – Led by Mayor P.T. Wood
- III. **ROLL CALL**-Mayor P.T. Wood
- IV. **PRESENTATION**
 - a. **Envision Chaffee County Presentation** (Cindy Williams)
- V. **CITIZEN PARTICIPATION** – *Citizen participation is for items not on the agenda and for agenda items that are not scheduled public hearings.*
- VI. **SCHEDULED ITEMS**
 1. **Consent Agenda** (Lynda Travis)
 - a. Approval of Agenda
 - b. Approval of Minutes – December 19, 2017
 - c. 2017 Scout Hut Parking Project Final Settlement Approval
 - d. 2017 Hunt Street Project Final Settlement Approval
 2. **Resolution 2018-01, Adopting Official Posting Place** (Lynda Travis)
Resolution 2018-01, A Resolution of the City Council for the City of Salida, Colorado designating the place for the posting of public notices for City Council meetings and other city business.
 3. **Discussion regarding correct Procedure for utilizing Interim City Attorney services**
 4. **City Clerk and Treasurer Interviews** (Larry Lorenzten)
 5. **Ordinance 2018-01, Appointment of Municipal Judge and Municipal Prosecutor** (Larry Lorentzen)
Ordinance 2018-01, An Emergency Ordinance of the City Council of the City of Salida, Colorado appointing the municipal judge and municipal prosecutor and approving an agreement for professional services for both.

6. Resolution 2018-02, Adopting a Three Mile Plan for the City (Glen Van Nimwegen)
Resolution 2018-02, A Resolution of the City Council for the City of Salida, Colorado adopting a three-mile plan for the City.

7. Administrator/Deputy City Clerk

- City Administrator Report – Larry Lorentzen
- Deputy City Clerk Report – Lynda Travis-Open Media update

8. Elected Official Reports

- City Clerk – Betty Schwitzer
- City Treasurer – Theresa Cortese
- City Council- Michael Bowers, Cheryl Brown-Kovacic, Rusty Granzella, Justin Critelli, Dan Shore and Harald Kasper.
- Mayor – P.T. Wood

VII. NEW BUSINESS

VIII. OLD BUSINESS

IX. EXECUTIVE SESSION

For the purpose of receiving legal advice on specific legal questions under C.R.S. Section 24-6-402(4)(b). AND THE FOLLOWING ADDITIONAL DETAILS ARE PROVIDED FOR IDENTIFICATION PURPOSES: Miller vs. City of Salida.

X. REPORT/DISCUSSION

XI. ADJOURN -

[SEAL]

Deputy City Clerk

P.T. Wood, Mayor

The order of agenda items listed above are approximate and intended as a guideline for the City Council. Individuals with disabilities needing auxiliary aid(s) may request assistance by contacting the City Clerk, 448 E. 1st Street, Ste. 112, Salida, CO 81201, 719-530-2630 at least 48 hours in advance.



Community Survey Results & Assessment November 6, 2017

Executive Summary

Envision Chaffee County is a county-wide community effort to help maintain our natural beauty, special sense of community and rural landscapes as we grow and prosper. As part of identifying what the community values, the Envision Core Team conducted a survey designed to gather input from a representative sample of the County's population. Community engagement in the Envision survey was excellent, with 1,203 total respondents – more than a quarter of whom asked to stay involved in the project.

The demographic summary of survey participants shows a strongly representative sampling of Chaffee County citizens. Coverage by zip code area, age bracket and work force participation is highly representative of County composition. Coverage of all income ranges is also high, but with somewhat of an under-representation of lower incomes and over-representation of higher income ranges. This potential bias was addressed by testing results for each survey question by income range and reporting any significant differences. A broad range of different lengths of county residency was also sampled, even though no county-wide data were available for comparison.

In summary, the Envision community survey is representative; it provides very clear and quantitative information about what the county's residents value most and what concerns them as they consider the County's growth.

At the highest level, the survey respondents envision a future where citizens and county/town governments collaborate to create a future Chaffee County that has maintained or enhanced:

- natural beauty;
- affordability (especially in housing);
- friendly small-town culture;
- rural landscapes and working ranches;
- exceptional outdoor recreation experiences;
- healthy, fire-resistant public lands; and
- a prospering economy.



Agenda

Envision Chaffee County Summary
Community Survey and the Community Vision
Measures
The Path Forward - Discussion

Envision Chaffee County – What

A community effort to maintain the assets citizens value most as we grow and prosper

ENVISION CHAFFEE CO.

Envision Chaffee County - Who

Initiated by 9 community members

Greg Felt	Andrew Mackie	Joel Benson
Cindy Williams	Jeff Post	Chelsey Nutter
Wendell Pryor	Dave Kelly	Alison Ramsey

Funded by LOR Foundation, DOLA and the County

Convened by County Commissioners

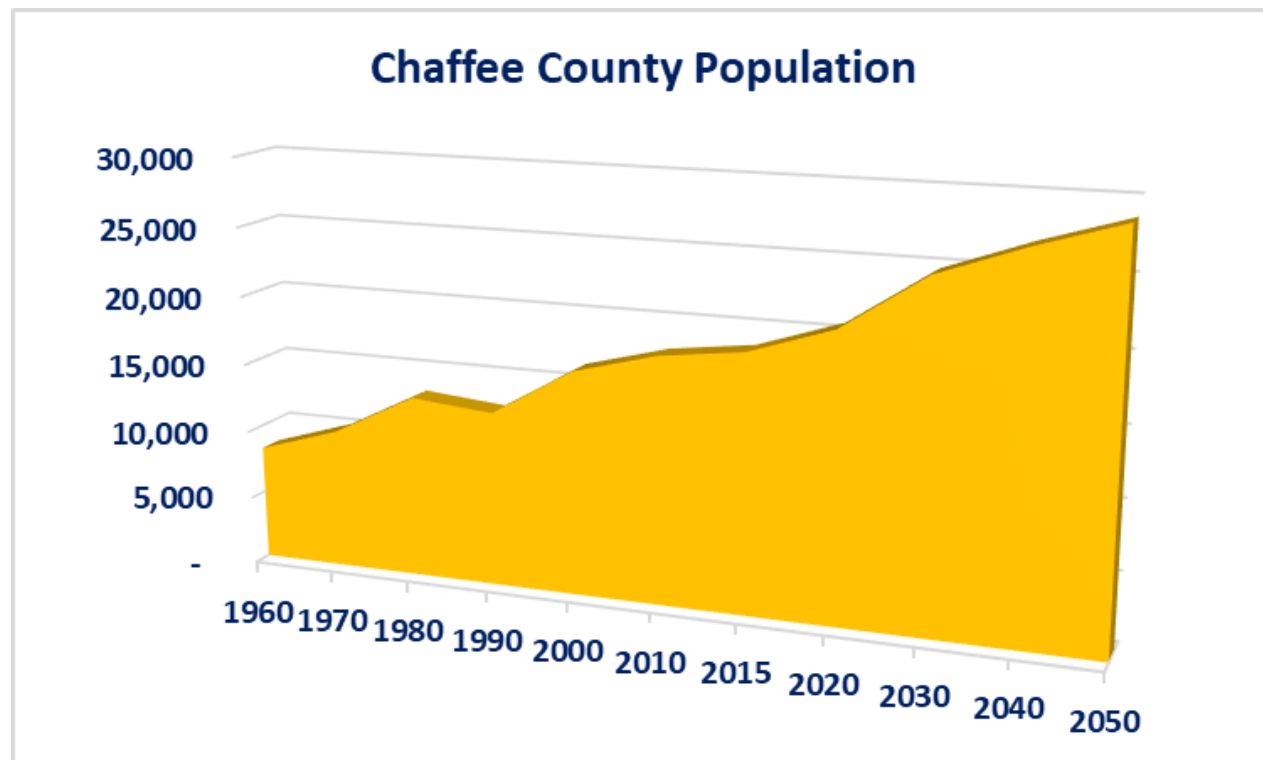
Managed by the Central Colorado Conservancy

The Community is driving results – 1,300+ involved

ENVISION CHAFFEE CO.

Envision Chaffee County – Why

Chaffee County population is growing;
31% by 2030 and 52% by 2050



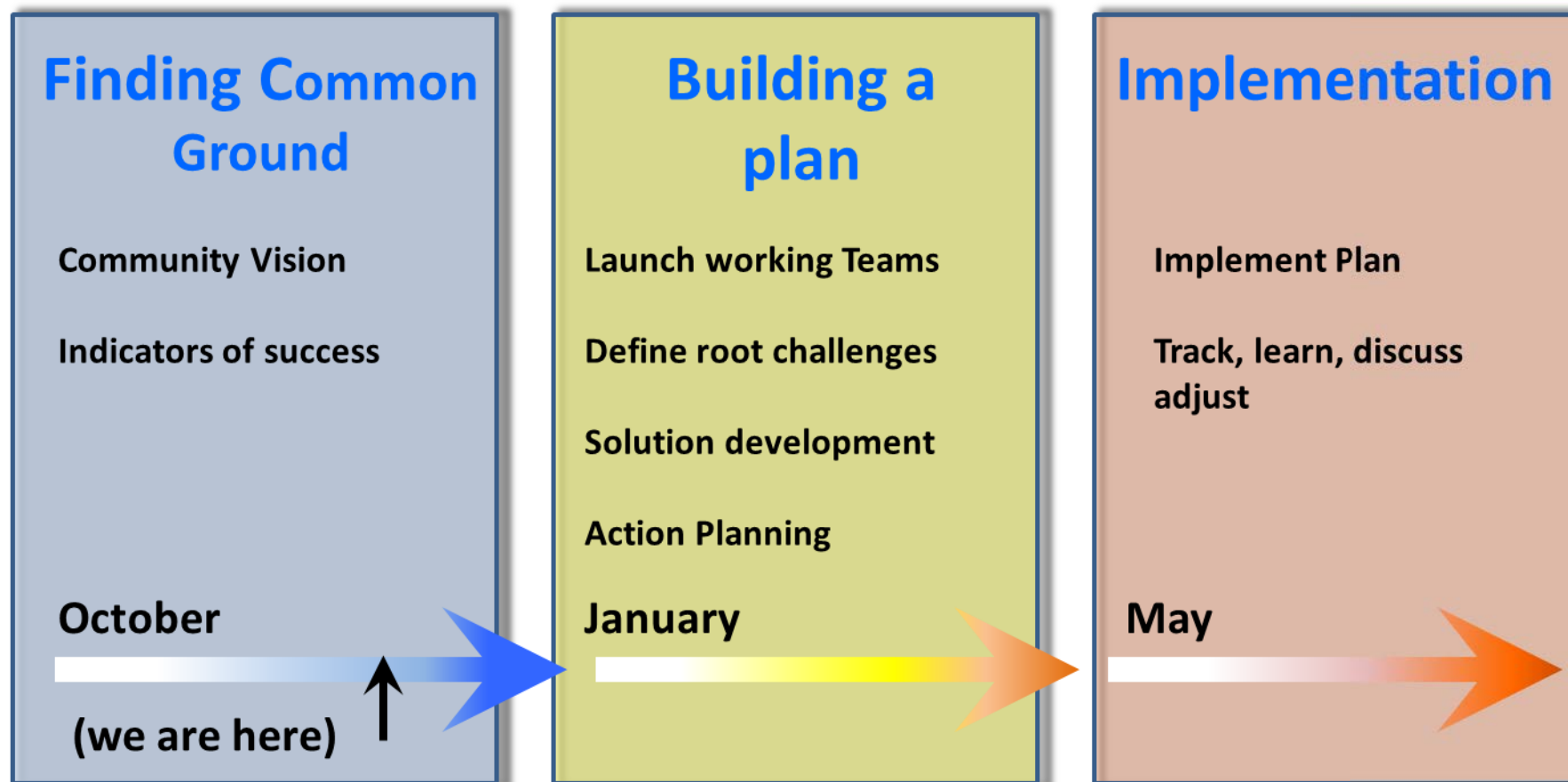
Forests are changing - “2-3 dead trees per
acre will grow to over 120 in a few years”
Jim Pitts

ENVISION CHAFFEE CO.

A FUTURE BUILT ON COMMON GROUND

Envision Chaffee County How

A community effort to maintain the assets citizens value most as we grow



ENVISION CHAFFEE CO.

A FUTURE BUILT ON COMMON GROUND

Envision Chaffee County – Results to Date

Survey – 1,203

Interviews – 95

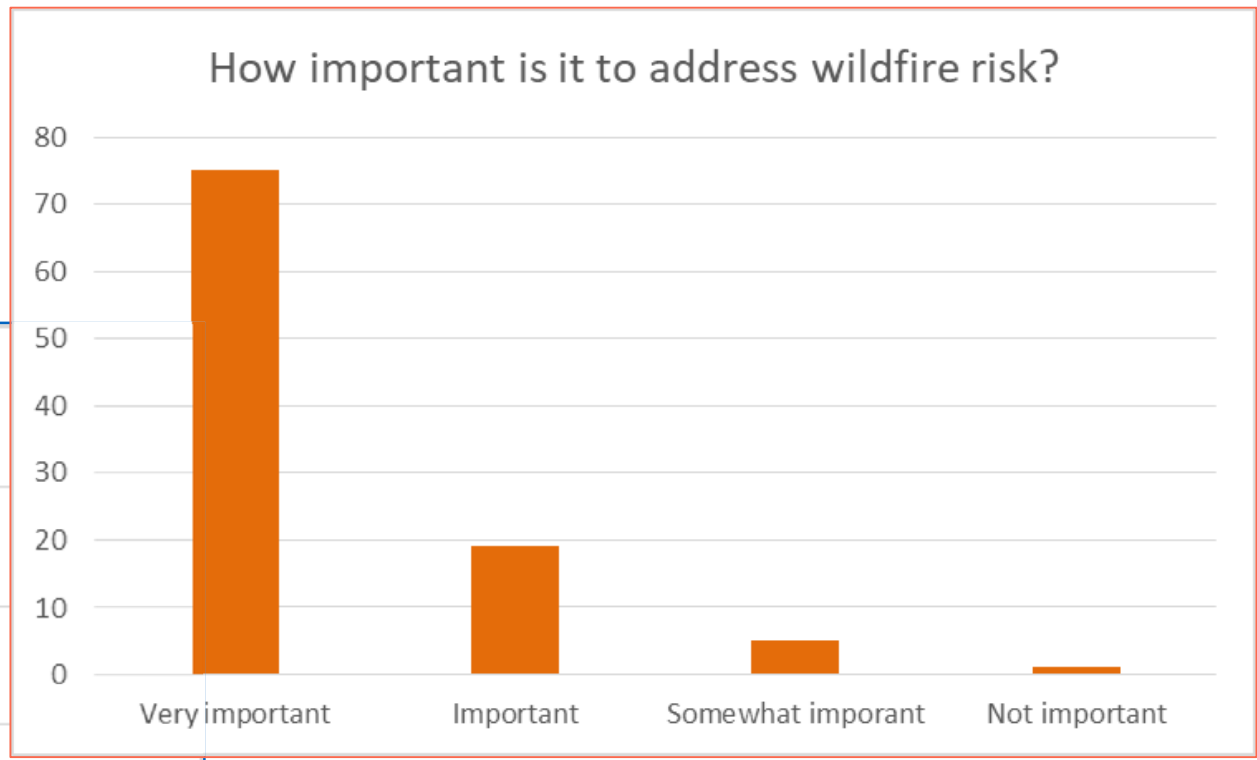
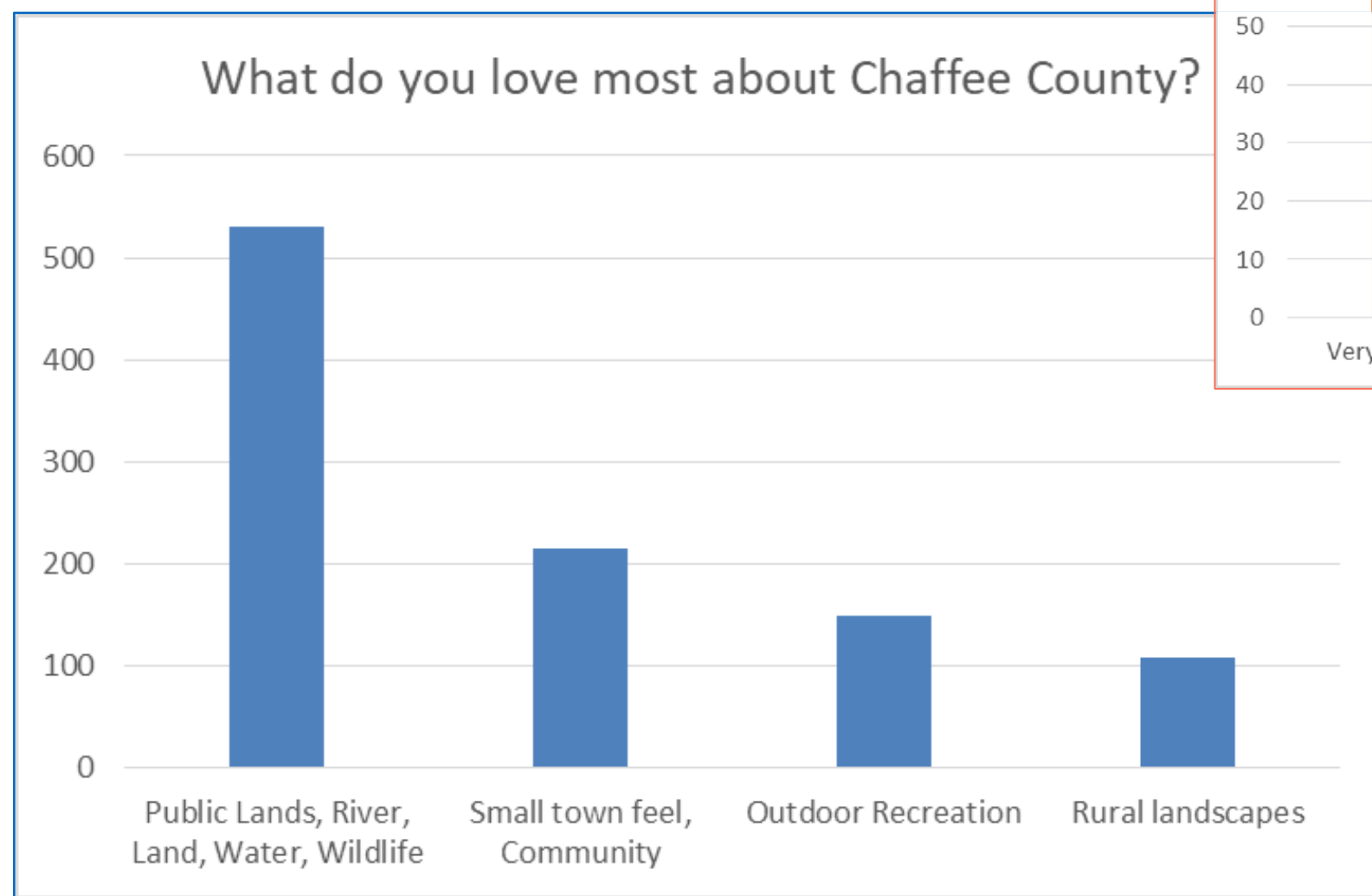
Community Meetings – 160

Team Members – 560 and growing

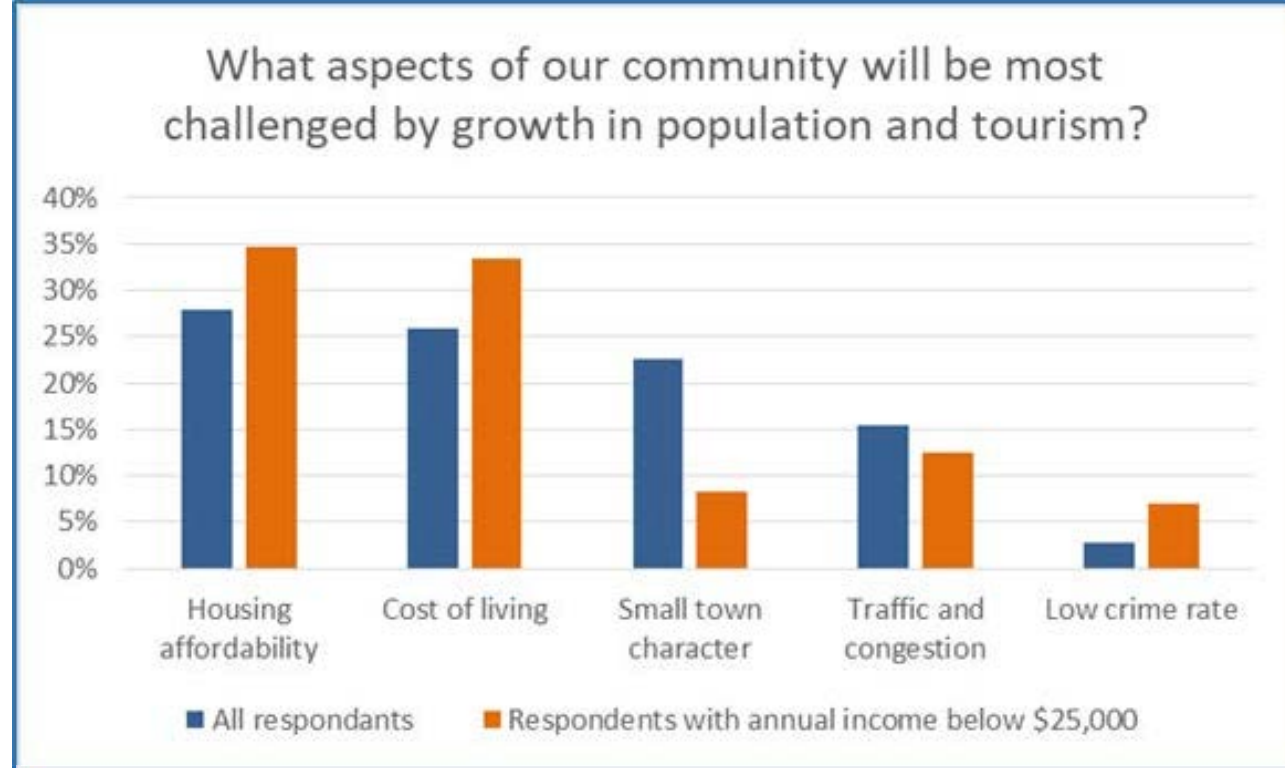
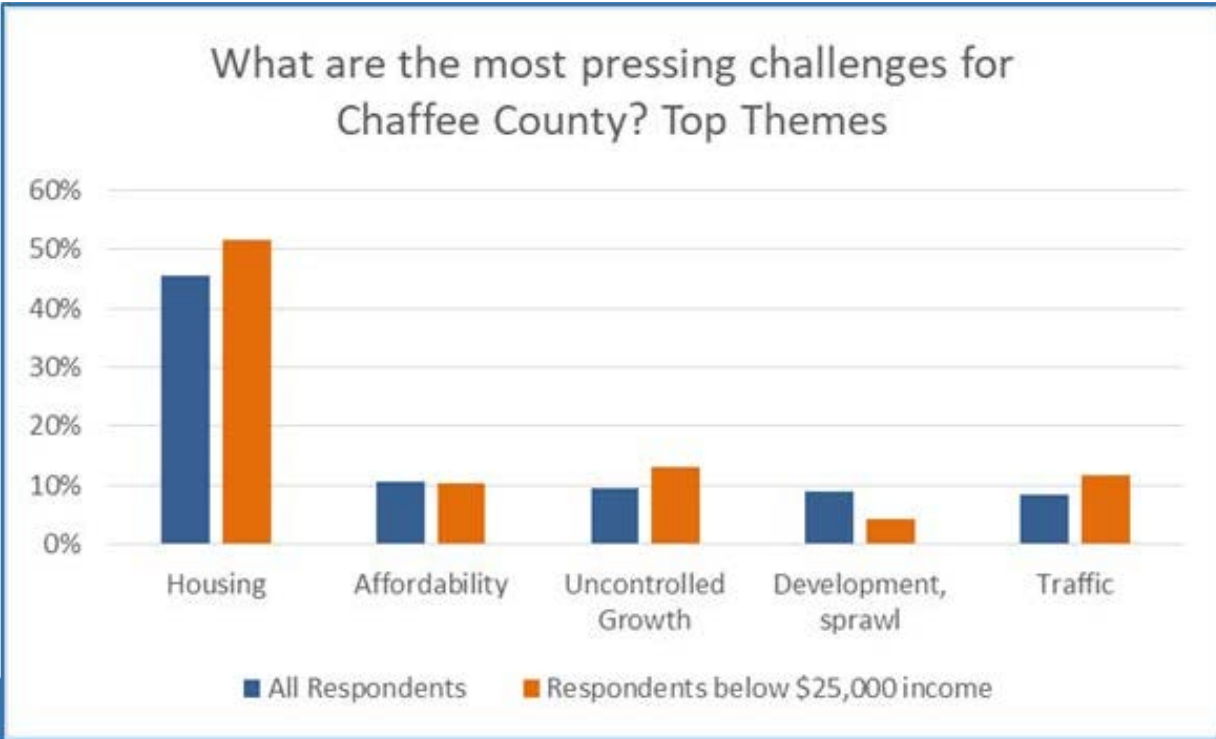
**Survey + Interviews + Community Meetings
form 4 Community Vision Statements**

ENVISION CHAFFEE CO.

#1: Forests, waters and wildlife are healthy and in balance with outdoor recreation. Negative impacts from increasing use and the advancing beetle kill epidemic are minimized.

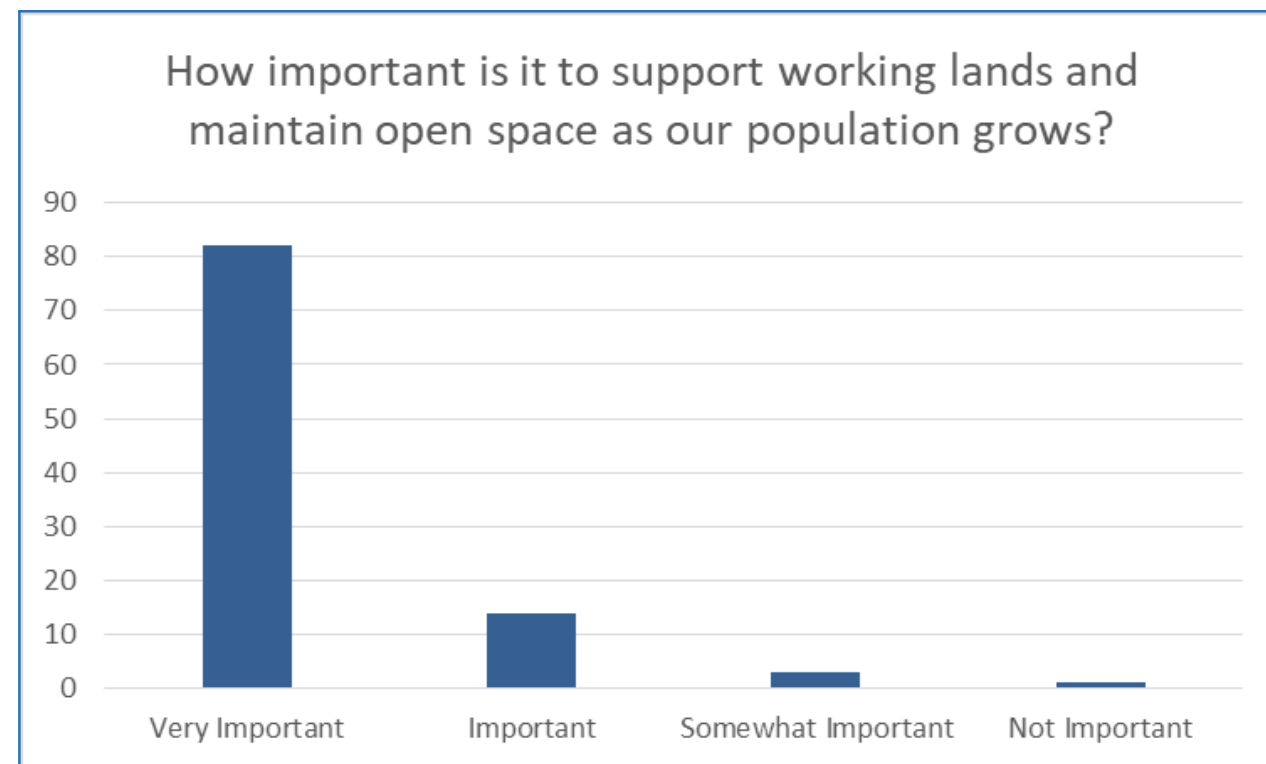
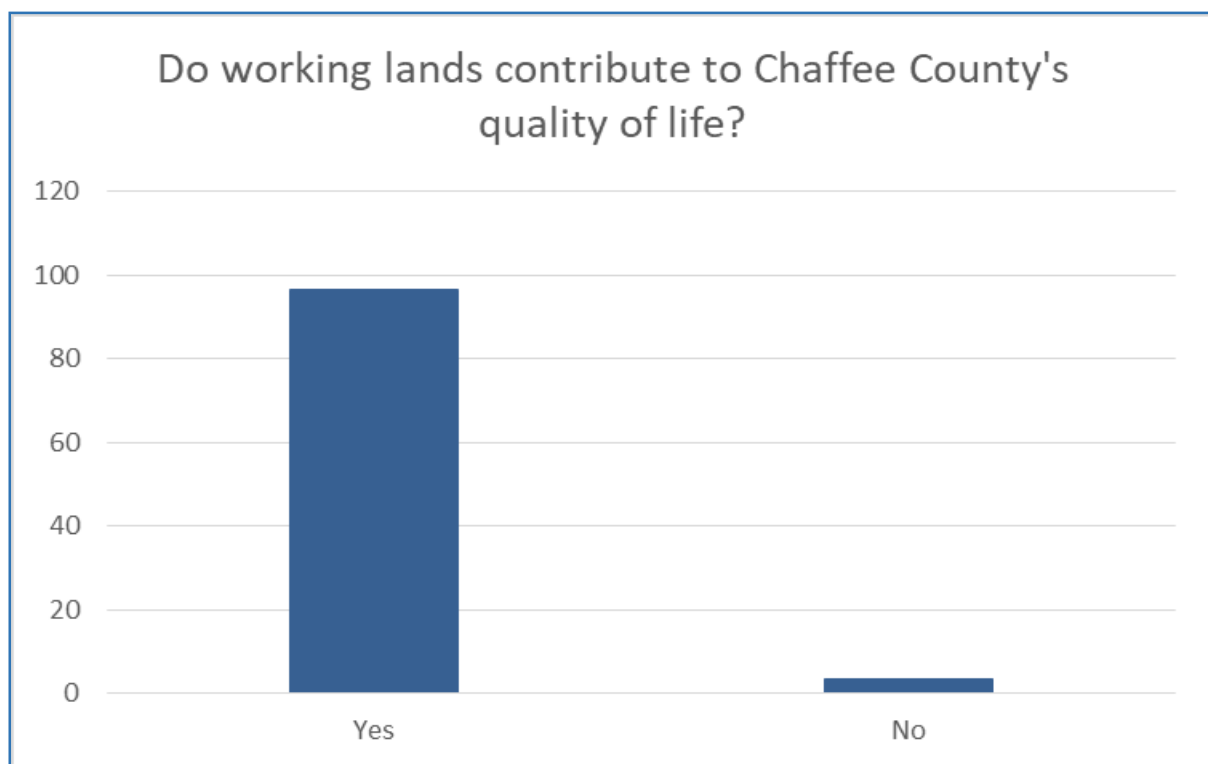


#2: Community members remain able to live locally and benefit from an increasingly diversified economy



“Residents can find meaningful jobs and can afford to live here”

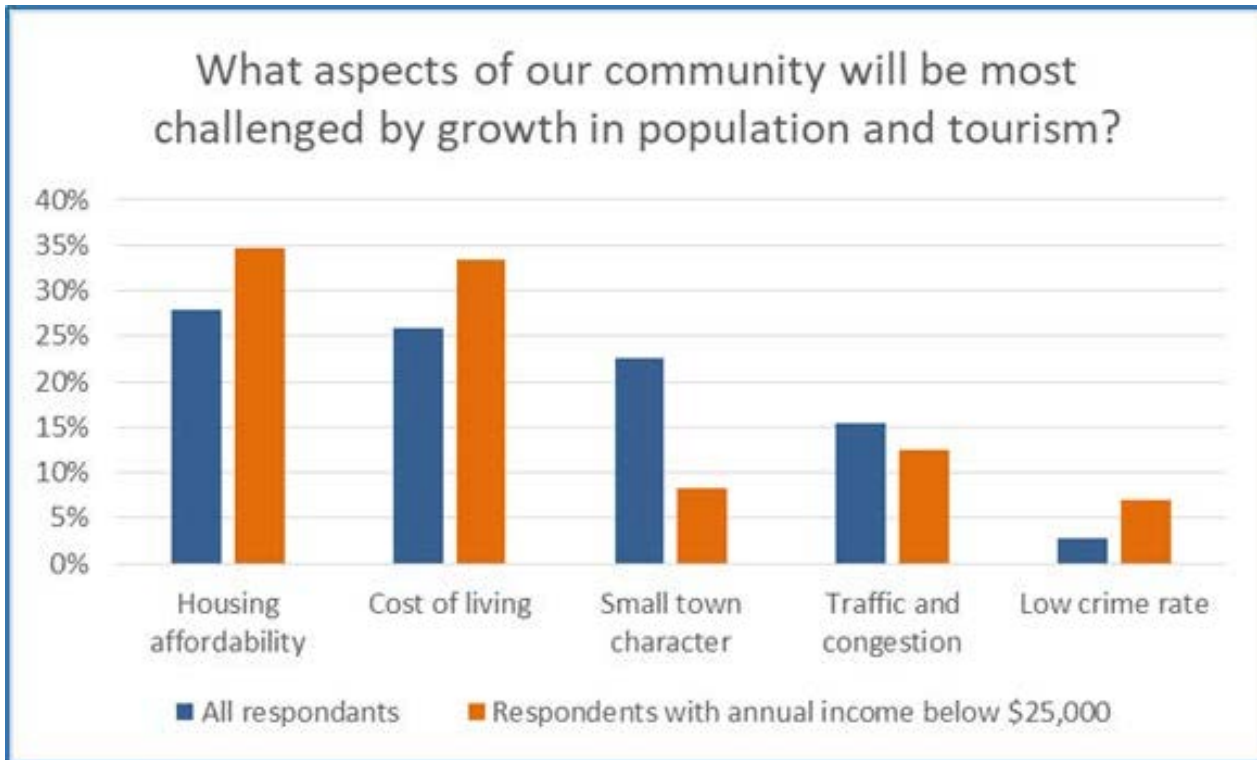
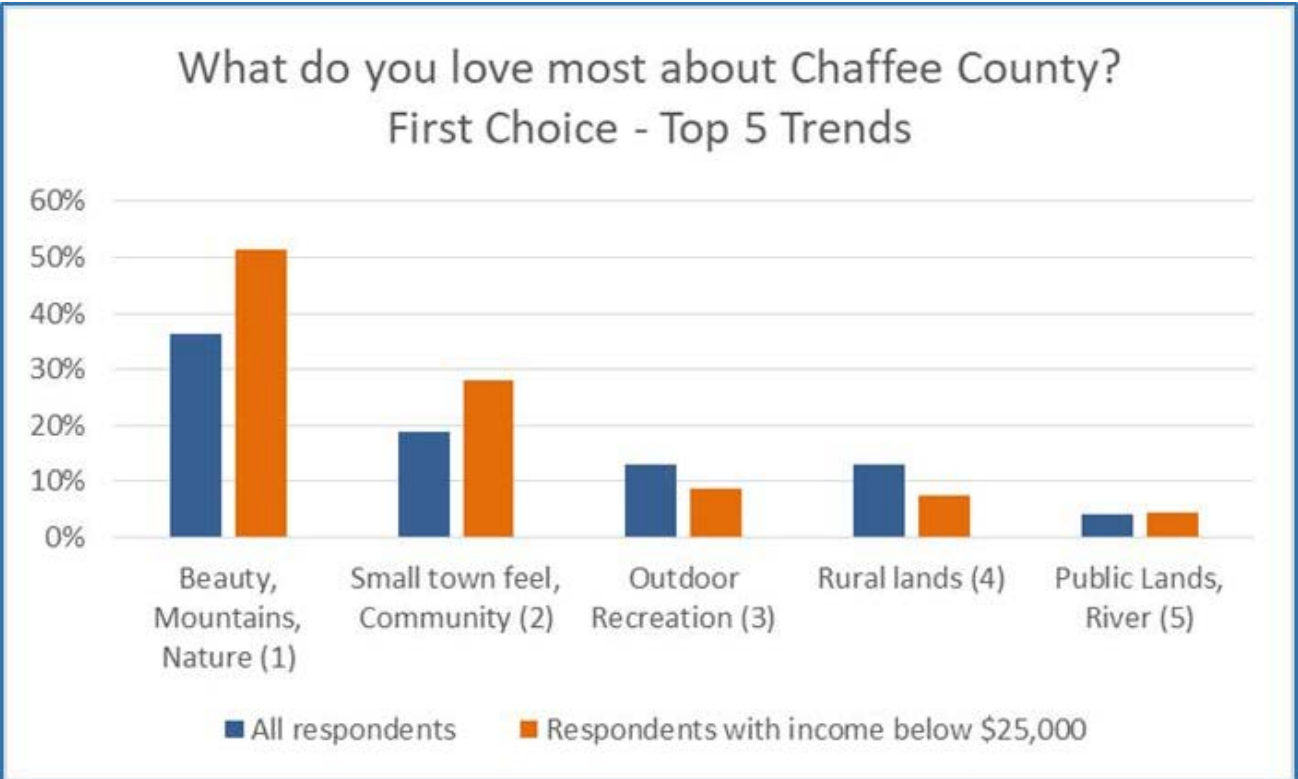
#3: Chaffee County has a sustainable agricultural community, open rural landscapes and growth concentrated in and around towns.



97% say working lands contribute to Chaffee County's quality of life

96% indicate it is important to support working lands and open space

#4 Chaffee County is a friendly, supportive community where participation is encouraged and shared cultural elements connect us



Caring Friendly
 Welcoming Involved
 Safe Culture/Arts
 Locally owned businesses

ENVISION CHAFFEE CO.

Next Steps

A Health Check of the Community Vision



ENVISION CHAFFEE CO.

Next Steps – Health Check monitor/dashboard

Healthy Landscapes

- Acres of forest infestation
- Acres treated to manage fire
- Wildlife populations
- Water quality
- Outdoor recreation quality

Agriculture and Open Lands

- Water rights transfers
- Town : County population
- Number of Ag producers/acres
- Acres in Easement

Livable, Diversified Economy

- % Housing cost burdened
- Gross product by industry
- Age Diversity
- % workers that commute

Friendly Community

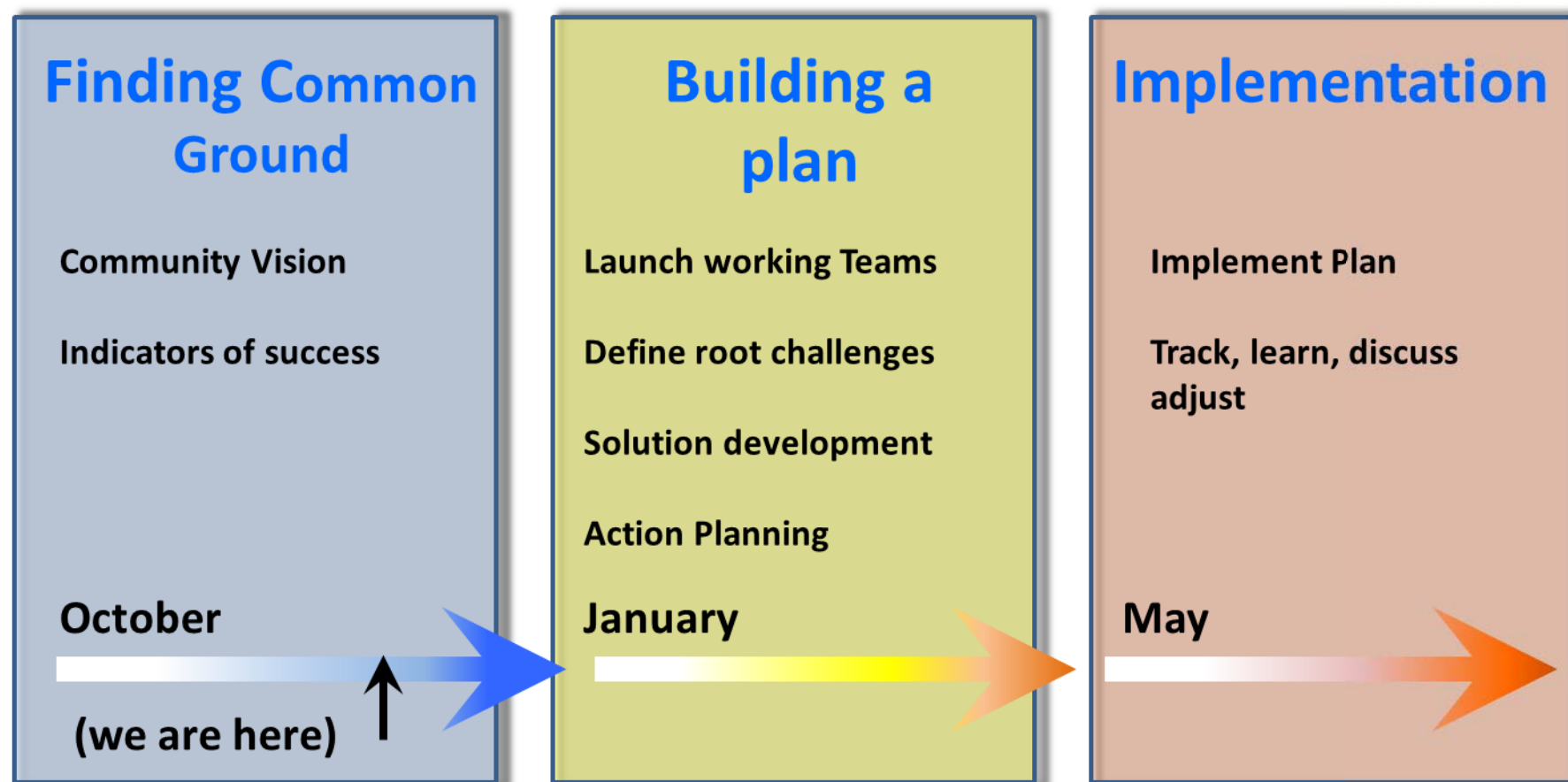
- Local businesses
- Organizational engagement
- Crime rate
- Citizen Satisfaction

Next Steps

How can we involve this group effectively?

* Sign up sheet

Can each of you help us connect?



Next Envision Meeting: Jan 12th 8:30 to 12:30 BV

ENVISION CHAFFEE CO.



REQUEST FOR CITY COUNCIL ACTION

Meeting Date: Click ▼ to add :

AGENDA ITEM NO. VI. - 1.	ORIGINATING DEPARTMENT: Administration	PRESENTED BY: Lynda Travis
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ITEM:

Consent Agenda

BACKGROUND:

- a. Approval of Agenda
- b. Approval of Minutes – December 19, 2017
- c. 2017 Scout Hut Parking Project Final Settlement Approval
- d. 2017 Hunt Street Project Final Settlement Approval
- e.

FISCAL NOTE:

N/A

STAFF RECOMMENDATION:

N/A

SUGGESTED MOTIONS:

A Council Member should “Motion to combine and approve the items on the Consent Agenda.” Followed by a second and a roll call vote.



**MEETING OF THE CITY COUNCIL
City Council Chambers
448 East 1st Street, Room 190
City of Salida, Colorado
Tuesday, December 19, 2017 6:00 p.m.**

The City Council may take action on any of the following agenda items as presented or modified prior to or during the meeting, and items necessary or convenient to effectuate the agenda items.

- I. REGULAR MEETING CALLED TO ORDER –**
- II. PLEDGE OF ALLEGIANCE –** Led by Mayor P.T. Wood
- III. ROLL CALL-**Mayor P.T. Wood

Present: Kasper, Critelli, Wood, Shore, Brown-Kovacic, and Granzella, Lorentzen, McClurkin, Travis, Schwitzer, Cortese, and Interim City Attorney Geoff Wilson.

Absent: Bowers

IV. PRESENTATION-

A. Family Youth Initiatives

Miki Hodge presented on an evidence based program, through CDPHE, called Communities that Care. Presentation focused on substance abuse prevention and behavioral change in youth.

B. Introduction of Geoff Wilson with Murray Dahl Kuechenmeister & Renaud

Wood introduced Interim City Attorney Geoff Wilson. Wilson then thanked the City for the opportunity to serve, provided background information on the firm and informed the council regarding the firm's expertise and services.

- V. CITIZEN PARTICIPATION –** *Citizen participation is for items not on the agenda and for agenda items that are not scheduled public hearings.*

No one present for citizen participation.

VI. SCHEDULED ITEMS

1. Consent Agenda (Lynda Travis)

- a. Approval of Agenda
- b. Approval of Minutes – December 5, 2017; December 11, 2017
- c. Final Settlement 2017 Asphalt Maintenance Project, Project No 2017-017
- d. Approval to reduce performance guarantee amount for the Two Rivers Phase I and 2 Subdivision

- e. New Year's Day 5 K Run/Walk-Salida Recreation Department

Critelli made a motion to combine and approve the items on the Consent Agenda. Shore seconded the motion. With all in favor, THE MOTION CARRIED.

2. Development Improvements Agreement for Heart of the Rockies Regional Medical Campus (Resolution 2017-68)-(Glen Van Nimwegen)

Resolution 2017-68 A Resolution of the City Council for the City of Salida, Colorado approving the Development Improvements Agreement for Heart of the Rockies Regional Medical Center (HRRMC) pursuant to the HRRMC Planned Development Plan.

Van Nimwegen provided background information on the agreement and entered the construction schedule into the record (see attached Exhibit D)

Shore made a motion to approve Resolution 2017-68 A Resolution of the City Council for the City of Salida, Colorado approving the Development Improvements Agreement for Heart of the Rockies Regional Medical Center. Critelli seconded the motion. With all in favor, THE MOTION CARRIED.

3. Summarizing Expenditures & Revenues for each fund and Adopting a Budget for the 2018 Calendar Year (Resolution 2017-69) – (Larry Lorentzen)

Resolution 2017-69, a resolution of the City of Salida, Colorado summarizing expenditures and revenues for each fund, and adopting a budget for the City of Salida, Colorado, for the calendar year beginning on the first day of January 2018 and ending on the last day of December 2018.

Lorentzen stated that summarizing the expenditures & revenues is the final step for approving the 2018 budget. He also mentioned that mistakes within the capital improvement fund and lodging tax fund were corrected in addition to a few other minor errors. He then provided the year end fund balance and the unassigned fund balance and stated that staff believes the budget is prudent and sustainable.

Kasper asked whether the Tree Board's budget request was still included in the budget.

Lorentzen stated that to his knowledge it is included but that he would verify. Kasper then asked whether the city is required to spend more than 32% of sales tax for the street fund.

Lorentzen answered that 32% of sales tax is required to go to the street fund but that additional sales tax can be added throughout the year if needed.

Granzella asked if the capital improvement fund and general fund would have a positive balance throughout the year. Lorentzen stated they would. Granzella then asked if the budget was created with an expected 4 % sales tax increase. Lorentzen confirmed that it was.

Wood requested a memo, created by Lorentzen, regarding using water and sewer enterprise funds for water mains be submitted into the record (see attached Exhibit E).

Brown-Kovacic moved to approve Resolution 2017-69, a resolution of the City of Salida, Colorado summarizing expenditures and revenues for each fund, and adopting a budget for the City of Salida, Colorado, for the 2018 calendar year. Granzella seconded the

motion. With all in favor, THE MOTION CARRIED.

4. Appropriating Sums of Money to the Various Funds for the 2018 Budget Year (Resolution 2017-70) - (Larry Lorentzen)

Resolution 2017-70, a resolution of the City Council of the City of Salida appropriating sums of money to the various funds, and spending agencies, in the amounts and for the purposes as set forth below, for the City of Salida, Colorado, for the 2018 Budget year.

Critelli motioned to approve Resolution 2017-70, a resolution of the City Council of the City of Salida appropriating sums of money to the various funds, and spending agencies, in the amounts and for the purposes as set forth below, for the City of Salida, Colorado, for the 2018 Budget year. Kasper seconded the motion. With all in favor, THE MOTION CARRIED.

5. Request to reallocate community support funds from Salida-area Parks, Open Space & Trails (SPOT) – (Donna Rhoads)

Rhoads provided background information regarding SPOT's request to reallocate community support funds.

Brown-Kovacic recused herself stating she serves on the SPOT board.

Granzella asked whether he was being enhanced by the project since it will go through his property. Wilson responded that it would not create a conflict of interest because there is no pecuniary benefit associated with the project.

Shore moved to approve Salida-area Parks, Open Space & Trails using the \$1,700 of the 2017 Community Support Grant for the purchase of materials for the Scott Street Trail Connections. Critelli seconded the motion. With Brown-Kovacic being recused, the remaining council members (Kasper, Critelli, Shore and Granzella) took a Roll Call vote and with all in favor, THE MOTION CARRIED.

6. Setting Work Sessions to Accommodate January Holiday Schedule

Council decided upon the following days for the upcoming January Work Sessions:

- No Work Session for first Monday of the month
- Work Session on January 16, 2018 at 3 p.m. preceding the Regular Meeting.

7. Administrator/Deputy City Clerk

- City Administrator Report – Larry Lorentzen
Lorentzen stated he is reviewing water rates with staff including the criteria for services provided. He also stated he and staff are reviewing job descriptions and duties of certain personnel in order to streamline processes. Granzella asked for clarification regarding the types of costs associated with the water rates.
- Deputy City Clerk Report – Lynda Travis

8. Elected Official Reports

- City Clerk – Betty Schwitzer
- City Treasurer – Theresa Cortese

- City Council- Michael Bowers, Cheryl Brown-Kovacic, Rusty Granzella, Justin Critelli, Dan Shore and Harald Kasper.
 - Brown-Kovacic requested all HPAC meetings be noticed so all interested council members could attend. She also requested staff learn more about possibly utilizing Open Media's services and provided background information regarding the program.
 - Granzella and Critelli wished everyone Merry Christmas and Happy Holidays.
 - Shore addressed signage concerns by Walmart turnoff.
 - Kasper suggested placing surveillance cameras and signage at the recycling center to increase accountability of those using its services. He then requested the Executive Session process and privileged information be discussed at a future meeting. He suggested not having more executive sessions than necessary.
- Mayor – P.T. Wood
 - Wood clarified how the Interim City Attorney process was carried out including what types of documents were received from applicants and how the executive session was conducted. He also mentioned the remaining time of the executive session was used to discuss the Briscoe ditch and Vandaveer dry up issues with the water attorney. He wished Happy Holidays to all and thanked staff who would be working over the holiday weekend.

VII. NEW BUSINESS

Brown-Kovacic made a formal request to have the Planning Commission review how best to proceed regarding the need of a long-term housing development plan. She stated this might be more beneficial than dealing with projects on a case by case basis. Discussion followed.

Granzella reported he attended the Broad Band meeting and it was very informative.

Wood requested all council email their preferences for which City Administrator Performance Evaluation to use for Lorentzen's upcoming 6 month probationary review.

VIII. OLD BUSINESS-

IX. ADJOURN - 7:28 p.m.

[SEAL]

Deputy City Clerk

P.T. Wood, Mayor

Council: This exhibit was left out of your packet and should follow page 100 at the end of the HRRMC agreement.

Exhibit D – Construction Schedule

Sewer Main: Start 12/30/2017

Sewer Main: Finish 6/15/2018

Water Main: Start: 1/30/2018

Water Main: Finish: 7/15/2018

As-builts Delivered: 8/1/2018

Project Files Completed: 8/1/2018

Re: Two things from 12.19.17 Council Meeting

Larry Lorentzen <larry.lorentzen@cityofsalida.com>

Fri, Dec 22, 2017 at 11:57 AM

To: Lynda Travis <lynda.travis@cityofsalida.com>

Lynda,

It was actually a memo I sent to the Council. I forwarded the email to you at the meeting, but here is the language.

Monika Griesenbeck protested in writing to the use of Water/Sewer Enterprise funds for replacement of water mains within the streets stating the Salida Municipal Code, Sec. 4-2-30 (a), (4) Streets Fund, states that the water and wastewater pipes as part of the street infrastructure **shall** be paid for out of the Streets Fund.

The Salida Municipal Code contains the following language concerning the Water and Wastewater Enterprise Fund and the Streets Fund

(2) Water and Wastewater Enterprise Fund. The Water and Wastewater Enterprise Fund shall consist of all revenues, fees, etc., of the Water and Wastewater Enterprise. Such revenues shall not be used or appropriated for any purpose other than payment of the operating **expenses of the Water and Wastewater Enterprise for improvements, repairs, replacements and enlargements to the water plant or other facilities** and the payment of principal of and interest on the obligations of the City payable out of the revenues of the Water and Wastewater Enterprise.

(4) Streets Fund. No less than thirty-two percent (32%) of proceeds received from the three percent (3%) sales tax imposed by the City of Salida shall be deposited into the Streets Fund **and used solely for the construction, operation, maintenance and repair of city streets and street-related infrastructure**, or to pay debt service on bonds or other obligations of the City issued to **provide for such streets and street-related infrastructure**. For purposes of this Section "street" is defined in [Section 1-2-10](#) of the Salida Municipal Code, except that said definition of street for this Section shall not be interpreted to include recreational trails. **"Street-related infrastructure" includes, curbs, gutters, sidewalks, storm drainage systems, and water or sewer lines underlying or running along streets.** "Construction, operation, maintenance and repair" may apply to capital projects

Monica is incorrect in stating the language of the Street Fund requires water and sewer mains to be paid for with tax dollars revenue in the Street Fund. Rather the language is permissive. Further the Water and Wastewater Enterprise fund also states the Fund is to be used for repairs replacements and enlargements to the water plant or other facilities. Water and wastewater "facilities" are not defined within the municipal code so we have to go the definition in the state statute which authorizes the City to operate the water and sewer utility:

Section 35, Title 31 of the Colorado Statutes. The definitions of sewer and water "Facilities" within the statute is as follows:

*(6) "**Sewerage facilities**" means any one or more of the various devices used in the collection, treatment, or disposition of sewage or industrial wastes of a liquid nature or storm, flood, or surface drainage waters, including all inlets; **collection, drainage, or disposal lines**; intercepting sewers; joint storm and sanitary sewers; sewage disposal plants; outfall sewers; all pumping, power, and other equipment and appurtenances; all extensions, improvements, remodeling, additions, and alterations thereof; and any and all rights or interests in such sewerage facilities.*

*(7) "**Water facilities**" means any one or more works and improvements used in and as a part of the collection, treatment, or distribution of water for the beneficial uses and purposes for which the water has been or may be appropriated, including, but not limited to, uses for domestic, municipal, irrigation, power, and industrial purposes and including construction, operation, and maintenance of a system of raw and clear water and distribution storage reservoirs, deep and shallow wells, pumping, ventilating, and gauging stations, inlets, tunnels, flumes, conduits, canals, **collection, transmission, and distribution lines**, infiltration galleries, hydrants, meters, filtration and treatment plants and works, power plants, all pumping, power, and other equipment and appurtenances, all extensions, improvements, remodeling, additions, and alterations thereof, and any and all rights or interests in such works and improvements; but, no municipality shall construct or acquire facilities for the sale of electric energy or power, except hydroelectric energy or power for sale at wholesale only, without complying with the provisions of section 31-15-707.*

The fact is from the language establishing the Street Fund and the Water Wastewater Enterprise Fund that the cost of water and sewer mains may be taken out of either fund and the question is which fund should they come out of?

The water and sewer mains are assets of the Water/Wastewater Enterprise in the City's financial scheme and are treated very differently within the Financial audits as business-type activities vs. government activities. If the Street Fund is used to replace water and sewer mains with tax dollars, the cost will need to be considered a grant to the Water/Sewer Enterprise fund and accounted against the maximum 10% which the Enterprise can receive in grants and maintain Enterprise Status under TABOR.

My advise to Council will be repairs or replacement of water and sewer infrastructure should only be paid for out of the Street Fund if the work is necessitated by the design and construction of a Street Project and if it can be done without jeopardizing enterprise status. Water and Sewer infrastructure being repaired and/or replaced because it is necessary to maintain the integrity of the water and sewer system should be paid for by the Water/Wastewater Enterprise even if the construction is being accomplished simultaneously with a street project.

[Quoted text hidden]

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Larry Lorentzen
City Administrator
City of Salida, Colorado
[719-530-2629](tel:719-530-2629) office
[970-690-0105](tel:970-690-0105) cell



REQUEST FOR CITY COUNCIL ACTION

Meeting Date: January 2, 2018

AGENDA ITEM NO. Choose an item.	ORIGINATING DEPARTMENT: Public Works	PRESENTED BY: Lynda Travis
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ITEM:

Council Action Final Settlement 2017 Scout Hut Parking Project, Project No 2017-014

BACKGROUND:

Public Works planned for the reconstruction of parking, sidewalk, curb and gutter adjacent to the Scout Hut. The purpose of these improvements is to provide for additional parking spaces and meet ADA requirements as needed to accommodate Scout Hut improvements. The design for the parking project was completed independent from the building renovation design and bid separately. Bids were received on June 22, 2017 from only one bidder, Avalanche Excavating, Inc.

Avalanche Excavating has performed numerous construction jobs in the City.

FISCAL NOTE:

City Council awarded a Construction Contract to Avalanche Excavating, Inc. on July 6, 2017 for the 2017 Scout Hut Parking Project in the amount of \$82,424.50 with a total project budget of \$94,066.50 which included contingency and construction management. The 2017 budget for this project was set at \$150,000.

All work was completed and accepted by Public Works December 18, 2017 and remained under budget. The final construction cost was \$88,498.50 in which all has been paid out with the exception of the 10% retainage, in the amount of \$8,849.85, withheld pending approval of final settlement by council. Public Notice of Final Settlement was advertised on December 20 & 22, 2017.

Avalanche Excavating provided excellent quality of work and coordination with the City throughout the project.

STAFF RECOMMENDATION:

To approve final settlement to Avalanche Excavating, Inc. in the amount of \$8,849.85 for the 2017 Scout Hut Parking Project.

SUGGESTED MOTIONS:

A Council person should make a motion to **"To authorize final settlement of \$8,849.85 to Avalanche Excavating, Inc. for the 2017 Scout Hut Parking Project."**

Followed by a second and then a voice vote.

PUBLIC NOTICE NOTICE OF FINAL SETTLEMENT

NOTICE is hereby given by the City Council of the City of Salida, Colorado, that final settlement of a contract with Avalanche Excavating, Inc. for the 2017 Scout Hut Parking Project will be held at the regular meeting of the City Council of the City of Salida on the 2nd day of January, 2018, at City Council Chambers, 448 East 1st Street, Salida, Colorado 81201. Payment to contractor is scheduled to be released no sooner than January 4, 2018.

Any person co-partnership, association of persons, company or corporation that has furnished labor, materials, team hire, sustenance, provisions, provender or other supplies used or consumed by the Contractor, or his or her sub-contractors, in or about the performance of the work contracted to be performed who has not been paid by the Contractor or its subcontractor may file with the City of Salida a verified statement of the amount due and unpaid on account of such claim.

Upon receipt of such claim, on or before the date and time of such final settlement, the City of Salida shall withhold from all payments to the Contractor sufficient funds to insure the payment of said claim. The City of Salida shall hold such funds until the claim has been paid as filed or withdrawn. Such funds shall not be withheld longer than ninety (90) days following the date fixed for final settlement unless an action is commenced within that time to enforce such unpaid claims and a notice of lis pendens is filed with the City of Salida.

**Run dates:
December 20 & 22, 2017**

Project Acceptance Form

Dated December 18, 2017

Owner: City of Salida	Owner's Project Manager: Kevin Nelson20	Owner's Resolution No.: 2017-00
Name of Project / Contract (Project): 2017 Scout Hut Angled Parking		Project Engineer: CRABTREE GROUP, INC.
Builder: Avalanche Excavating Inc.		
Builder's Address: 720 OAK STREET, SALIDA, CO 81201		

In accordance with Paragraph 14 of the City of Salida's Construction Agreement, the date of acceptance occurs when the City notifies Builder in writing that the Project is in conformance with the approved plans and specifications and shall coincide with the commencement of the one year warranty period.

This form serves to verify final completion of the above referenced Project and the receipt of final project documentation as noted below.

- Warranty**
 Warranty Dates: November 10, 2017

Received By **J. DeLuca, CGI**
- Operating Manual**

Received By Not applicable
- Equipment Manual**

Received By Not applicable
- As Builts**

Received By **J. DeLuca, CGI**
- Notice of Final Settlement**

Publication Dates
- Council Approval to Release Payment**

Meeting Date
- Contractor Shall Replace Ginko Tree Spring 2018**

<p><u>Avalanche Excavating, Inc.</u> Contractor</p> <p>Received by: <u>Jabatha Hapl</u> <u>Office Manager</u> Title <u>11/30/17</u> Date</p>	<p><u>City of Salida</u> Owner</p> <p style="font-size: 1.2em; font-weight: bold;">RECEIVED DEC 18 2017</p> <p>Given by: <u>[Signature]</u> <u>[Signature]</u> Title <u>12/18/17</u> Date</p>
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720 Oak St. Salida, Colorado 81201

719-539-8663

WARRANTY

I, David Hapl, Project Superintendent for Avalanche Excavating, Inc., warranty for a period of 1 year, beginning on 11/10/2017 and ending on 11/10/2018, the paving & concrete work for the City of Salida, Scout Hut Project, AEI Job Number 1738- Engineers Project number 16035, from failure due to the quality of workmanship and materials purchased by Avalanche Excavating, Inc. If any part of the construction fails due to the quality of workmanship or the materials purchased by Avalanche Excavating, Inc., we will at its sole cost, will replace or remedy the failures at the direction and acceptance of the owner.

Project Name: 2017 Scout Hut Project

Signature 

David Hapl

Superintendent-Avalanche Excavating, Inc.

State of Colorado

County of Chaffee

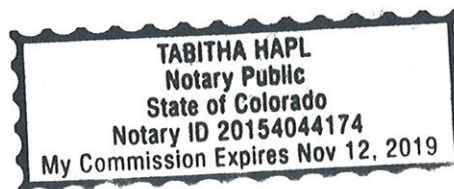
The foregoing instrument was acknowledged before me on this 30th day of November, 2017.

By: David Hapl of Avalanche Excavating, Inc.



Notary Public

My commission Expires 11-12-19





REQUEST FOR CITY COUNCIL ACTION

Meeting Date: January 2, 2018

AGENDA ITEM NO. Choose an item.	ORIGINATING DEPARTMENT: Public Works	PRESENTED BY: Lynda Travis
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ITEM:

Council Action Final Settlement 2017 Hunt Street Rehabilitation Project, Project No 2017-001

BACKGROUND:

Public Works planned for the reconstruction of Hunt Street in 2017. The condition of Hunt Street warranted complete reconstruction of the driving surface and drainage improvements. In addition to surface improvements, aging water and sewer line replacement was included in the project. During the design phase, council approved a reconstructed street section including the addition of sidewalks, curb, and gutter.

Bids were received on January 31, 2017 from only three bidders with Avalanche Excavating, Inc. being the low bidder.

Avalanche Excavating has successfully completed numerous construction jobs in the City.

FISCAL NOTE:

City Council awarded a Construction Contract to Avalanche Excavating, Inc. on February 7, 2017 for the 2017 Hunt Street Rehabilitation Project in the amount of \$1,162,162.99 with a total project budget of \$1,288,379.29 which included contingency, QA/QC testing and construction management. The 2017 budget for the street projects was set at \$2,540,000.00.

All work was completed and accepted by Public Works December 18, 2017 and remained under budget. The final construction cost was \$1,225,856.38 in which all has been paid out with the exception of the 10% retainage, in the amount of \$122,585.65, withheld pending approval of final settlement by council. Public Notice of Final Settlement was advertised on December 20 & 22, 2017.

Avalanche Excavating provided excellent quality of work and coordination with the City throughout the project.

STAFF RECOMMENDATION:

To approve final settlement to Avalanche Excavating, Inc. in the amount of \$122,585.65 for the 2017 Hunt Street Rehabilitation Project.

SUGGESTED MOTIONS:

A Council person should make a motion to **"To authorize final settlement of \$122,585.65 to Avalanche Excavating, Inc. for the 2017 Hunt Street Rehabilitation Project."**

Followed by a second and then a voice vote.

PUBLIC NOTICE NOTICE OF FINAL SETTLEMENT

NOTICE is hereby given by the City Council of the City of Salida, Colorado, that final settlement of a contract with Avalanche Excavating, Inc. for the 2017 Hunt Street Project will be held at the regular meeting of the City Council of the City of Salida on the 2nd day of January, 2018, at City Council Chambers, 448 East 1st Street, Salida, Colorado 81201. Payment to contractor is scheduled to be released no sooner than January 4, 2018.

Any person co-partnership, association of persons, company or corporation that has furnished labor, materials, team hire, sustenance, provisions, provender or other supplies used or consumed by the Contractor, or his or her sub-contractors, in or about the performance of the work contracted to be performed who has not been paid by the Contractor or its subcontractor may file with the City of Salida a verified statement of the amount due and unpaid on account of such claim.

Upon receipt of such claim, on or before the date and time of such final settlement, the City of Salida shall withhold from all payments to the Contractor sufficient funds to insure the payment of said claim. The City of Salida shall hold such funds until the claim has been paid as filed or withdrawn. Such funds shall not be withheld longer than ninety (90) days following the date fixed for final settlement unless an action is commenced within that time to enforce such unpaid claims and a notice of lis pendens is filed with the City of Salida.

**Run dates:
December 20 & 22, 2017**

Project Acceptance Form

Dated December 18, 2017

Owner: City of Salida	Owner's Project Manager: Kevin Nelson20	Owner's Resolution No.: 2017-001
Name of Project / Contract (Project): 2017 Hunt Street Project		Project Engineer: CRABTREE GROUP, INC.
Builder: Avalanche Excavating Inc.		
Builder's Address: 720 OAK STREET, SALIDA, CO 81201		

In accordance with Paragraph 14 of the City of Salida's Construction Agreement, the date of acceptance occurs when the City notifies Builder in writing that the Project is in conformance with the approved plans and specifications and shall coincide with the commencement of the one year warranty period.

This form serves to verify final completion of the above referenced Project and the receipt of final project documentation as noted below.

- | | |
|---|---|
| <input checked="" type="checkbox"/> Warranty
Warranty Dates: October 13, 2017

<input type="checkbox"/> Operating Manual
<input type="checkbox"/> Equipment Manual
<input checked="" type="checkbox"/> As Built
<input type="checkbox"/> Notice of Final Settlement
<input type="checkbox"/> Council Approval to Release Payment | Received By <u>J. DeLuca, CGI</u>

Received By <u>Not applicable</u>
Received By <u>Not applicable</u>
Received By <u>J. DeLuca, CGI</u>
Publication Dates _____
Meeting Date _____ |
|---|---|

Avalanche Excavating, Inc
 Contractor

City of Salida
 Owner

RECEIVED DEC 18 2017

Received by:
Jabitha Hapl
 office Manager
 Title
 Date 11/30/17

Given by:
[Signature]
 Title
 Date 12/18/17



720 Oak St. Salida, Colorado 81201

719-539-8663

WARRANTY

I, David Hapl, Project Superintendent for Avalanche Excavating, Inc., warranty for a period of 1 year, beginning on 10/13/2017 and ending on 10/13/2018, the paving, concrete work and infrastructure for the City of Salida, Hunt St. Project, AEI Job Number 1735- Engineers Project number 16020, from failure due to the quality of workmanship and materials purchased by Avalanche Excavating, Inc. If any part of the construction fails due to the quality of workmanship or the materials purchased by Avalanche Excavating, Inc., we will at its sole cost, will replace or remedy the failures at the direction and acceptance of the owner.

Project Name: 2017 Hunt Street Project

Signature 

David Hapl

Superintendent-Avalanche Excavating, Inc.

State of Colorado

County of Chaffee

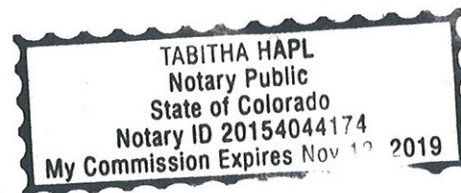
The foregoing instrument was acknowledged before me on this 30th day of November, 2017.

By: David Hapl of Avalanche Excavating, Inc.



Notary Public

My commission Expires 11-12-19





REQUEST FOR CITY COUNCIL ACTION

Meeting Date: January 2, 2018:

AGENDA ITEM NO. VI. - 2.	ORIGINATING DEPARTMENT: Administration	PRESENTED BY: Lynda Travis
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ITEM:

Resolution 2018-01 Adopting Official Posting Places

BACKGROUND:

The City annually designates the place for posting public notices in accordance with § 24-6-402(2)(c). Currently, the **official** posting places are at City Hall on the bulletin board in the lobby and at the C Street Entrance of the Touber Building.

We also post all city council meeting materials on the City website and those interested in receiving information and meeting materials can input their e-mail address on the City website, and receive those documents via e-mail.

Local media outlets also receive an e-mail with links to meeting materials as well as press releases.

FISCAL NOTE:

This action will have no impact on the budget.

STAFF RECOMMENDATION:

Staff recommends approval of the resolution keeping the lobby located at City Hall, 448 E. 1st Street, Suite 112, Salida, Colorado and the bulletin board located at the C Street Entrance of the Touber Building, 448 E 1st Street, Salida, Colorado remain the official posting places.

SUGGESTED MOTIONS:

A Council person should make a motion to approve Resolution 2018-01, a resolution of the City Council for the City of Salida, Colorado, designating the place for the posting of public notices for the City Council meeting and other City business

Followed by a second and then a roll call vote.

**CITY OF SALIDA, COLORADO
RESOLUTION NO. 01
(Series 2018)**

**A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO
DESIGNATING THE PLACE FOR THE POSTING OF PUBLIC NOTICES FOR CITY
COUNCIL MEETINGS AND OTHER CITY BUSINESS.**

WHEREAS, Section 24-6-402(2)(c), C.R.S., of the Colorado Opening Meeting Law requires the City to annually designate the place or places at which the City shall post notices of City meetings and other public notices; and

WHEREAS, the City Council desires to designate the following places for the posting of public notices for the convenience of the public.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO that the following public places shall be and are hereby designated for the posting of notices for public meetings and other city business:

- The lobby located at City Hall, 448 E. 1st Street, Suite 112, Salida, Colorado.
- The bulletin board located at the C Street Entrance of the Touber Building, 448 E 1st Street, Salida, Colorado.

RESOLVED, APPROVED and ADOPTED this 2nd day of January, 2018.

CITY OF SALIDA

By: _____
P.T. Wood, Mayor

[SEAL]

ATTEST:

City Clerk/Deputy City Clerk



REQUEST FOR CITY COUNCIL ACTION

Meeting Date: January 2, 2018:

AGENDA ITEM NO.	ORIGINATING DEPARTMENT:	PRESENTED BY:
VI. - 4.	Administration	Larry Lorentzen

ITEM:

Clerk/Treasurer Interviews

BACKGROUND:

At the time of putting together packets, staff has not received verification from the lone individual who had expressed an interest in the position(s) that she was still interested and available to interview.

If Council is not able to appoint the positions by the meeting on January 16th, a special election will have to be called at that meeting to meet state statute requirements to appoint or call for an election within 60 days. Staff suggestion at that time will be to call the election for two items:

- 1) Election of Clerk and Treasurer
- 2) Ballot question to ask voters to eliminate Clerk and Treasurer as elected positions.

Should we end up with candidates for the Clerk and Treasurer the ballot question can be removed.

Pertinent sections of State Statutes and Municipal Code is as follows:

Salida Code Sec. 2-3-40. - City Clerk.

(a) Election; term; vacancies. The registered electors of the City shall elect a City Clerk who shall serve a term of four (4) years. Any vacancy in the office of City Clerk caused by other than the regular expiration of a term shall be filled by appointment made upon a majority vote of the members of City Council within sixty (60) days after the vacancy occurs. A person appointed to fill a vacancy shall serve until the next regular municipal election, at which time a successor shall be elected to serve out the remainder of any uncompleted term. **The offices of City Clerk and City Treasurer may be held by the same person.** The City Clerk shall receive such compensation as established by ordinance of the City Council and amended from time to time.

(b) Duties. The City Clerk shall have the duties prescribed by C.R.S. §31-4-110.

Sec. 2-3-50. - City Treasurer.

(a) Election; term; vacancies. The registered electors of the City shall elect a City Treasurer who shall serve a term of four (4) years. Any vacancy in the office of City Treasurer caused by other than the regular expiration of a term shall be filled by



REQUEST FOR CITY COUNCIL ACTION

Meeting Date: January 2, 2018:

AGENDA ITEM NO.	ORIGINATING DEPARTMENT:	PRESENTED BY:
VI. - 4.	Administration	Larry Lorentzen

appointment made upon a majority vote of the members of City Council within sixty (60) days after the vacancy occurs. A person appointed to fill a vacancy shall serve until the next regular municipal election, at which time a successor shall be elected to serve out the remainder of any uncompleted term. The offices of City Treasurer and City Clerk may be held by the same person. The City Treasurer shall receive such compensation as established by ordinance of the City Council and amended from time to time.

(b) Duties. The City Treasurer shall perform those functions as set forth in Section 31-4-111 and Sections 31-20-301 through 31-20-307 C.R.S. as amended, and as may be prescribed by City ordinance from time to time. The City Treasurer may in the performance of duties rely upon the City Finance Director and Finance Department for assistance and delegate such functions as are deemed advisable provided that the City Treasurer remains responsible for ensuring that statutory duties are fulfilled.

C.R.S § 31-4-108(b) In case any office of an elective officer becomes vacant before the regular expiration of the term thereof, the vacancy may be filled by the city council by appointment or by election until the term of office of a successor elected at the next regular election has commenced as provided in [section 31-4-105](#). If the city council does not fill the vacancy by appointment or order an election within sixty days after the vacancy occurs, it shall order an election, subject to the municipal election code, as soon as practicable to fill the vacancy until the term of office of a successor elected at the next regular election has commenced as provided in [section 31-4-105](#).

C.R.S §31-4-1074) (a) The city council may submit, by ordinance or resolution, for the approval of the registered electors at a regular or special election a proposal that the position of city clerk or city treasurer, or both such positions, be made appointive rather than elective, the appointments to be made by the city council. Such measure shall be made to take effect in such manner as to avoid shortening or extending the terms of any persons elected to such offices. If approved, appointments to either of such offices shall be in the manner provided for other appointive offices.

Interestingly the State Statute and City Code have no language on qualification or residency for the Clerk and Treasurer other than C.R.S. §Section 31-4-105 stating the "registered electors of each city shall elect at the regular election, a mayor, a clerk and a city treasurer from the city at large." The Mayor and Council Members have to be registered electors and have lived within the City (and ward) for at least one year but there is no such requirement for the Clerk and Treasurer. There is also no guidance on whether an appointee to fill an elected officer position until the next election has to meet the same qualifications as required to run for the office.



REQUEST FOR CITY COUNCIL ACTION

Meeting Date: January 2, 2018:

AGENDA ITEM NO. VI. - 4.	ORIGINATING DEPARTMENT: Administration	PRESENTED BY: Larry Lorentzen
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FISCAL NOTE:

This action will have no impact on the budget.

STAFF RECOMMENDATION:

If there are candidates to interview, staff recommends interviewing at this meeting and appointing at the meeting of January 16th.

SUGGESTED MOTIONS:

No Action needs to be taken at this meeting.



REQUEST FOR CITY COUNCIL ACTION

Meeting Date: January 2, 2018:

AGENDA ITEM NO. VI. - 5.	ORIGINATING DEPARTMENT: Administration	PRESENTED BY: Lynda Travis
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ITEM:

Scheduled Item: First Reading of Emergency Ordinance 2018-01-Appointing the Municipal Judge and Municipal Prosecutor and approving an Agreement for Professional Services for both.

BACKGROUND:

Contracts and Agreements for Professional Services show the Municipal Prosecutor has been appointed by Ordinance (i.e. Ordinance 2013-30-attached) and by Resolution (i.e. Resolution 2016-06-attached). The Ordinance stated the term of the agreement was for two years and included the appointment of the Municipal Judge. This was presumably to be consistent with Salida Municipal Code (SMC) sections:

➤ **Sec. 2-5-40-Compensation of Judge**

“The compensation of the Municipal Judge shall be an annual salary in an amount set by ordinance of the City Council, and shall be payable monthly.”

➤ **Sec. 2-5-30-Appointment and Qualification of Municipal Judge**

“The Municipal Court shall be presided over by a Municipal Judge who shall be appointed to office for a two-year term in accordance with Section 13-10-105, C.R.S....”

**The SMC does not specifically state anything regarding the term nor the appointment of a Municipal Prosecutor. **

Resolution 2016-06 appointed the Municipal Prosecutor for a term commencing January 25, 2016 and expiring December 31, 2017. The current Municipal Judge’s contract also expires on December 31, 2017 per Ordinance 2016-01(attached).

Additionally, Salida Municipal Court is to be held on January 19, 2018. Both Appointments need to be adopted and effective prior to this date. Emergency Ordinances become effective immediately after the 2nd reading, require an emergency clause and must contain the reason(s) why it is necessary.

Additionally, some changes have been made to the original agreement at the request of the current Municipal Judge, Cheryl Hardy-Moore. Unneeded language was omitted and future applicants for Municipal Judge must have an active license to practice. The original and modified agreements and an explanation of the suggested changes have been attached for your review(Exhibit A, Exhibit B and Exhibit C, respectively).

FISCAL NOTE:

Both contracts have been changed to a two-year term and offer the same compensation as previously agreed to.



REQUEST FOR CITY COUNCIL ACTION

Meeting Date: January 2, 2018:

AGENDA ITEM NO. VI. - 5.	ORIGINATING DEPARTMENT: Administration	PRESENTED BY: Lynda Travis
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STAFF RECOMMENDATION:

The below suggested motion is to reestablish both agreements on the same two-year term schedule, to adopt an Emergency Ordinance for said agreements and to be in compliance with the language of statute and the SMC.

SUGGESTED MOTIONS:

A Council Member should “Motion to approve Ordinance 2018-01, an Emergency Ordinance with the City of Salida, Colorado, appointing the Municipal Judge and Municipal Prosecutor and approving *Agreements for Professional Services* setting the public hearing for January 16, 2018 and ordering the ordinance be published in full. Followed by a second and a roll call vote.

CITY OF SALIDA, COLORADO

ORDINANCE NO. 01
(Series of 2018)

AN EMERGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO APPOINTING THE MUNICIPAL JUDGE AND MUNICIPAL PROSECUTOR AND APPROVING AN AGREEMENT FOR PROFESSIONAL SERVICES WITH BOTH.

WHEREAS, both the Municipal Judge and Municipal Prosecutor Contracts are up for renewal; and

WHEREAS, the Municipal Judge is appointed to a two-year term pursuant to Salida Municipal Code 2-5-30; and

WHEREAS, the compensation of the Municipal Judge is set by ordinance pursuant to Salida Municipal Code 2-5-40; and

WHEREAS, the City Council wishes to re-appoint the current Municipal Judge and Municipal Prosecutor for two-year terms; and

WHEREAS, the City Council deems and declares that the need to appoint the Municipal Judge and Municipal Prosecutor constitutes an emergency requiring expedited adoption procedures to preserve the city's ability to operate the Salida Municipal Court to be held next on January 19, 2018; and

WHEREAS, this Ordinance shall be deemed and declared an emergency measure necessary to the immediate preservation of the public health or safety.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO, THAT:

1. The aforementioned recitals are hereby fully incorporated herein.
2. Appointing Cheryl Hardy-Moore as the Municipal Judge for a two-year term commencing on January _____, 2018 and setting the Municipal Judge's salary at \$1,450.00 per month.
3. Appointing Rex Kindall as the Municipal Prosecutor for a two-year term commencing on January _____, 2018 and setting the Municipal Prosecutor's salary at the rate of \$125.00 per hour with a minimum monthly salary of \$1,050.00.
4. Approving the Mayor to execute a standard form Professional Service Contract for both the Municipal Judge and the Municipal Prosecutor on the terms set forth above.

5. Declaring an Emergency pursuant to C.R.S. 31-16-105, it is hereby declared that, in the opinion of the Salida City Council, an emergency exists; that there is a need for the immediate preservation of the peace, health, and safety of the City of Salida, and its residents and guests; and the immediate appointment of the Municipal Judge and Municipal Prosecutor is necessary to avoid undue delay in Salida Municipal court proceedings.

INTRODUCED ON FIRST READING, ADOPTED, and ORDERED PUBLISHED IN FULL, upon the affirmative vote of not less than three-fourths (3/4) of the members of the City Council on the 2nd day of January.

INTRODUCED ON SECOND READING, FINALLY ADOPTED and ORDERED PUBLISHED BY TITLE ONLY, OR IN FULL, upon the affirmative vote of note less than three-fourths (3/4) of the members of the City Council on the _____ day of January, 2018.

Mayor

[SEAL]

ATTEST:

City Clerk/Deputy Clerk

PUBLISHED IN FULL in the Mountain Mail after First Reading on the 2nd day of January, 2018, and BY TITLE ONLY, OR IN FULL, after Final Emergency Adoption on the ____ day of _____, 2018.

City Clerk/Deputy City Clerk

**CITY OF SALIDA, COLORADO
ORDINANCE NO. 30
(Series of 2013)**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO
APPOINTING THE MUNICIPAL JUDGE AND MUNICIPAL PROSECUTOR AND
APPROVING PROFESSIONAL SERVICE CONTRACTS WITH BOTH.**

WHEREAS, both the Municipal Judge and Municipal Prosecutor Contracts are up for renewal; and

WHEREAS, the Municipal Judge is appointed to a two-year term pursuant to Salida Municipal Code 2-5-30; and

WHEREAS, the compensation of the Municipal Judge is set by ordinance pursuant to Salida Municipal Code 2-5-40; and

WHEREAS, the City Council wishes to re-appoint the current Municipal Judge and Municipal Prosecutor for two-year terms.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO, THAT:

1. The aforementioned recitals are hereby fully incorporated herein.
2. Appointing Larry Dean Allen as the Municipal Judge for a two-year term commencing on January 1, 2014 and setting the Municipal Judge's salary at \$1,450.00 per month.
3. Appointing Rex Kindall as the Municipal Prosecutor for a two-year term commencing on January 1, 2014 and setting the Municipal Prosecutor's salary at the rate of \$125.00 per hour with a minimum monthly salary of \$1,050.00.
4. Approving the Mayor to execute a standard form Professional Service Contract for both the Municipal Judge and the Municipal Prosecutor on the terms set forth above.

INTRODUCED ON FIRST READING, on November 19, 2013, ADOPTED and ORDERED PUBLISHED IN FULL in a newspaper of general circulation in the City of Salida by the City Council on the 19th day of November, 2013, and set for second reading and public hearing on the 3rd day of December, 2013.


City of Salida, Colorado
Ordinance No. 30, Series of 2013
Page 2 of 2

INTRODUCED ON SECOND READING, FINALLY ADOPTED and ORDERED
PUBLISHED BY TITLE ONLY, by the City Council on the 3rd day of December, 2013.

CITY OF SALIDA, COLORADO



Mayor



City Clerk/Deputy Clerk

PUBLISHED IN FULL in the Mountain Mail after First Reading on the 22nd day of
November, 2013, and BY TITLE ONLY, after final adoption on the 6th day of December, 2013.



City Clerk/Deputy City Clerk

RESOLUTION NO. 06
(Series 2016)

**A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO
APPOINTING THE CITY PROSECUTOR AND APPROVING A PROFESSIONAL
SERVICES CONTRACT**

WHEREAS, the Municipal Prosecutor Contract is up for renewal; and

WHEREAS, the Municipal Prosecutor was appointed by Ordinance 2013-30 on December 3, 2013; and

WHEREAS, the City Council solicited letters of interest for the Municipal Prosecutor for the Salida Municipal Court.

WHEREAS, the City Council desires to appoint Rex Kindall to perform all Municipal Court Prosecution services on behalf of the City of Salida Municipal Court.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE
CITY OF SALIDA, COLORADO THAT:**

1. The aforementioned recitals are hereby fully incorporated herein.
2. Appointing Rex Kindall as the Municipal Prosecutor and setting the Municipal Prosecutor's salary at the rate of \$ 125⁰⁰ per hour with a minimum monthly salary of \$ 1,050⁰⁰.
3. Approving the Mayor to execute a standard form Professional Service Contract for the Municipal Prosecutor on the terms set forth above.

RESOLVED, APPROVED, AND ADOPTED this 5th day of January, 2016.



ATTEST:

CITY OF SALIDA
By: James L. LiVecchi
Jim LiVecchi, Mayor

By: Betty Schwidger
City Clerk/Deputy City Clerk

**CITY OF SALIDA, COLORADO
ORDINANCE NO. 01
(Series of 2016)**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO
APPOINTING THE MUNICIPAL JUDGE AND APPROVING A PROFESSIONAL
SERVICE CONTRACT**

WHEREAS, the Municipal Judge Contract is up for renewal; and

WHEREAS, the Municipal Judge is appointed to a two-year term pursuant to Salida Municipal Code 2-5-30; and

WHEREAS, the compensation of the Municipal Judge is set by ordinance pursuant to Salida Municipal Code 2-5-40; and

WHEREAS, the City Council solicited letters of interest for the Municipal Judge to serve a two-year term.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO, THAT:

1. The aforementioned recitals are hereby fully incorporated herein.
2. Appointing Cheryl Hardy-Moore as the Municipal Judge for a two-year term commencing on January 1, 2016 and setting the Municipal Judge's salary at \$ 1,450.00 per month.
3. Approving the Mayor to execute a standard form Professional Service Contract for the Municipal Judge on the terms set forth above.

INTRODUCED ON FIRST READING, on January 5, 2016, ADOPTED and ORDERED PUBLISHED IN FULL in a newspaper of general circulation in the City of Salida by the City Council on the 5th day of January, 2016, and set for second reading and public hearing on the 19th day of January, 2016.

INTRODUCED ON SECOND READING, FINALLY ADOPTED and ORDERED PUBLISHED BY TITLE ONLY, by the City Council on the 19th day of January, 2016.

CITY OF SALIDA, COLORADO


James LiVecchi, Mayor



[SEAL]

City of Salida, Colorado
Ordinance No. 21, Series of 2015
Page 2 of 2

ATTEST:

Betty Schwilger
City Clerk/Deputy Clerk

PUBLISHED IN FULL in the Mountain Mail after First Reading on the 8th day of January, 2016, and BY TITLE ONLY, after final adoption on the 22nd day of January, 2016.



[Signature]
City Clerk/Deputy City Clerk

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this 25th day of January, 2016 by and between the CITY OF SALIDA, COLORADO, a Colorado municipal corporation (the "City"), and REX KINDALL ("Contractor").

WHEREAS, the City desires that Contractor perform the services of Municipal Prosecutor in the Salida Municipal Court as an independent contractor, in accordance with the provisions of this Agreement; and

WHEREAS, Contractor desires to perform such duties pursuant to the terms and conditions provided for in this Agreement; and

WHEREAS, the parties hereto desire to set forth certain understandings regarding the services in writing.

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

1. Services. The City agrees to retain Contractor to provide the following professional services (hereinafter "Services"): (a) To serve as Prosecutor in the Municipal Court on a limited basis, and prosecute appeals from the Municipal Court to the County Court, (b) Prosecute liquor licensing violations before the licensing authority, (c) Coordinate with the Salida Police Department and Municipal Court Clerk in the processing of cases. Contractor shall provide their own office and necessary support personnel and statutes. The City agrees to provide the following: (a) City ordinances and Model Traffic Code, and maintain updates as necessary, (b) All pertinent information and facilities to conduct Municipal Court Prosecutions when called upon by the City to do so. Contractor warrants and represents that it has the requisite authority, capacity, experience, and expertise to perform the Services in compliance with the provisions of this Agreement and all applicable laws and agrees to perform the Services on the terms and conditions set forth herein.

2. Compensation. The City agrees to compensate the Contractor for Services pursuant to this Agreement at a fixed or contract rate of \$125.00 per hour with a minimum monthly wage of One Thousand Fifty and no/100s (\$1,050.00) payable monthly. The City will pay \$40 per hour for secretarial services. There will be no charge for travel time. The City shall make payment within thirty (30) days of receipt and approval of invoices submitted by Contractor, which invoices shall be submitted to the City not more frequently than monthly and which shall identify the specific Services performed for which payment is requested.

3. Term. The Term of this Agreement shall be from the date first written above until December 31, 2017. The Agreement may be terminated earlier by final completion of termination provisions described herein.

4. Outside Support Services and Sub-Contractor. Any sub-Contractors shall be pre-

approved by the City. A rate sheet for such sub-Contractors shall be provided to the City.

5. Ownership of Instruments of Service. The City acknowledges the Contractor's work product, including electronic files, as instruments of professional service. Nevertheless, the final work product prepared under this Agreement shall become the property of the City upon completion of the services and payment in full of all monies due to the Contractor.

6. Monitoring and Evaluation. The City reserves the right to monitor and evaluate the progress and performance of Contractor to ensure that the terms of this Agreement are being satisfactorily met in accordance with the City's and other applicable monitoring and evaluating criteria and standards. Contractor shall cooperate with the City relating to such monitoring and evaluation.

7. Independent Contractor. The parties agree that the Contractor shall be an independent contractor and shall not be an employee, agent, or servant of the City. **Contractor is not entitled to workers' compensation benefits from the City and is obligated to pay federal and state income tax on any money earned pursuant to this Agreement.**

8. Insurance Requirements. Contractor shall be responsible for its own independent general liability insurance, automobile insurance, worker's compensation, and any other insurance necessary to perform the duties contemplated by this Agreement and shall indemnify and hold harmless the City from any acts attributable to Contractor's negligence for which the City may be held liable not covered by the City's insurance.

9. Indemnification. Contractor hereby covenants and agrees to indemnify, save, and hold harmless the City, its officers, employees, and agents from any and all liability, loss, costs, charges, obligations, expenses, attorney's fees, litigation, judgments, damages, claims, and demands of any kind whatsoever arising from or out of any negligent act or omission or other tortious conduct of Contractor, its officers, employees, or agents in the performance or nonperformance of its obligations under this Agreement.

10. Termination.

a. Generally.

(i) The City may terminate this Agreement without cause if it determines that such termination is in the City's best interest. The City shall effect such termination by giving written notice of termination to Contractor, specifying the effective date of termination, at least thirty (30) calendar days prior to the effective date of termination. In the event of such termination by the City, the City shall be liable to pay Contractor for Services performed as of the effective date of termination, but shall not be liable to Contractor for anticipated profits. Contractor shall not perform any additional Services following receipt of the notice of termination unless otherwise instructed in writing by the City.

(ii) Contractor may terminate this Agreement without cause if it determines that such termination is in Contractor's best interest. Contractor shall effect such termination by giving written notice of termination to the City, specifying the effective date of termination, at least sixty (60) calendar days prior to the effective date of termination.

- b. For Cause. If, through any cause, Contractor fails to fulfill its obligations under this Agreement in a timely and proper manner, violates any provision of this Agreement, or violates any applicable law, and does not commence correction of such nonperformance or violation within seven (7) calendar days of receipt of written notice and diligently complete the correction thereafter, the City shall have the right to terminate this Agreement for cause immediately upon written notice of termination to Contractor. In the event of such termination by the City, the City shall be liable to pay Contractor for Services performed as of the effective date of termination, but shall not be liable to Contractor for anticipated profits. Contractor shall not perform any additional Services following receipt of the notice of termination. Notwithstanding the above, Contractor shall not be relieved of liability to the City for any damages sustained by the City by virtue of any breach of this Agreement, and the City may withhold payment to Contractor for the purposes of setoff until such time as the exact amount of damages due to the City from Contractor is determined.

11. Work By Illegal Aliens Prohibited. This paragraph shall apply to all Contractors whose performance of work under this Agreement does not involve the delivery of a specific end product other than reports that are merely incidental to the performance of said work, or information technology services or information technology products and services. Pursuant to Section 8-17.5-101, C.R.S., *et. seq.*, Contractor warrants, represents, acknowledges, and agrees that:

- a. Contractor does not knowingly employ or contract with an illegal alien.
- b. Contractor shall not knowingly employ or contract with an illegal alien to perform works or enter into a contract with a subcontractor that fails to verify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.
- c. Contractor has participated in or attempted to participate in the basic pilot employment verification program created in Public Law 208, 104th Congress, as amended, and expanded in Public Law 156, 108th Congress, as amended, administered by the Department of Homeland Security (hereinafter, "E-Verify") in order to verify that Contractor does not employ illegal aliens. If Contractor is not accepted into E-Verify prior to entering into this Agreement, Contractor shall forthwith apply to participate in E-Verify and shall submit to the City written verification of such application within five (5) days of the date of this Agreement. Contractor shall continue to apply to participate in E-Verify, and shall certify such

application to the City in writing, every three (3) months until Contractor is accepted or this Agreement is completed, whichever occurs first. This Paragraph 9 shall be null and void if E-Verify is discontinued.

- d. Contractor shall not use E-Verify procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.
- e. If Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, Contractor shall be required to:
 - (i) notify the subcontractor and the City within three (3) days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
 - (ii) terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to this subparagraph the subcontractor does not stop employing or contracting with the illegal alien; except that Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
- f. Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment (“Department”) made in the course of an investigation that the Department is undertaking pursuant to the authority established in subsection 8-17.5-102(5), C.R.S.
- g. If Contractor violates this Paragraph, the City may terminate this Agreement for breach of contract. If this Agreement is so terminated, Contractor shall be liable for actual and consequential damages to the City arising out of said violation.
- 12. Compliance with C.R.S. § 24-76.5-103.
 - a. If Contractor is a natural person (*i.e.*, not a corporation, partnership, or other legally-created entity) 18 years of age or older, he/she must do the following:
 - (i) complete the affidavit attached to this Agreement as Exhibit C.
 - (ii) attach a photocopy of the front and back of one of the valid forms of identification noted on Exhibit C.
 - b. If Contractor executes the affidavit stating that he/she is an alien lawfully present in the United States, the City shall verify his/her lawful presence through the federal systematic alien verification or entitlement program, known as the “SAVE

Program,” operated by the U.S. Department of Homeland Security or a successor program designated by said department. In the event the City determines through such verification process that Contractor is not an alien lawfully present in the United States, the City shall terminate this Agreement and shall have no further obligation to Contractor hereunder.

13. Agreement Subject to Appropriation. To the extent this Agreement constitutes a multiple fiscal year debt or financial obligation of the City, it shall be subject to annual appropriation pursuant to the City of Salida Municipal Code and Article X, Section 20 of the Colorado Constitution. The City shall have no obligation to continue this Agreement in any fiscal year in which no such appropriation is made.

14. Responsibilities. The Contractor shall be responsible for all damages to persons or property caused by the Contractor, its agents, employees or sub-Contractors, to the extent caused by its negligent acts, errors and omissions hereunder, and shall indemnify and hold harmless the City from any claims or actions brought against Contractor by reason thereof.

15. Entire Agreement. This Agreement, **along with any addendums and attachments hereto**, constitutes the entire agreement between the parties. The provisions of this Agreement may be amended at any time by the mutual consent of both parties. The parties shall not be bound by any other agreements, either written or oral, except as set forth in this Agreement.

16. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado, and venue shall be in the County of Chaffee, State of Colorado.

17. Governmental Immunity Act. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions of the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101, *et seq.*

18. Assignability. Contractor shall not assign this Agreement without the City’s prior written consent.

19. Binding Effect. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective heirs, personal representatives, successors, and assigns.

20. Survival Clause. The “Indemnification” provision set forth in this Agreement shall survive the completion of the Services and the satisfaction, expiration, or termination of this Agreement.

21. Severability. In the event a court of competent jurisdiction holds any provision of this Agreement invalid or unenforceable, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT (“Agreement”) is made and entered into this ____ day of _____, 20__ by and between the CITY OF SALIDA, COLORADO, a Colorado municipal corporation (the “City”), and REX KINDALL (“Contractor”).

WHEREAS, the City desires that Contractor perform the services of Municipal Prosecutor in the Salida Municipal Court as an independent contractor, in accordance with the provisions of this Agreement; and

WHEREAS, Contractor desires to perform such duties pursuant to the terms and conditions provided for in this Agreement; and

WHEREAS, the parties hereto desire to set forth certain understandings regarding the services in writing.

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

1. Services. The City agrees to retain Contractor to provide the following professional services (hereinafter “Services”): (a) To serve as Prosecutor in the Municipal Court on a limited basis, and prosecute appeals from the Municipal Court to the County Court, (b) Prosecute liquor licensing violations before the licensing authority, (c) Coordinate with the Salida Police Department and Municipal Court Clerk in the processing of cases. Contractor shall provide their own office and necessary support personnel and statutes. The City agrees to provide the following: (a) City ordinances and Model Traffic Code, and maintain updates as necessary, (b) All pertinent information and facilities to conduct Municipal Court Prosecutions when called upon by the City to do so. Contractor warrants and represents that it has the requisite authority, capacity, experience, and expertise to perform the Services in compliance with the provisions of this Agreement and all applicable laws and agrees to perform the Services on the terms and conditions set forth herein.

2. Compensation. The City agrees to compensate the Contractor for Services pursuant to this Agreement at a fixed or contract rate of \$125.00 per hour with a minimum monthly wage of One Thousand Fifty and no/100s (\$1,050.00) payable monthly. The City will pay \$40 per hour for secretarial services. There will be no charge for travel time. The City shall make payment within thirty (30) days of receipt and approval of invoices submitted by Contractor, which invoices shall be submitted to the City not more frequently than monthly and which shall identify the specific Services performed for which payment is requested.

3. Term. The Term of this Agreement shall be from the date first written above until December 31, 2019. The Agreement may be terminated earlier by final completion of termination provisions described herein.

4. Outside Support Services and Sub-Contractor. Any sub-Contractors shall be pre-

approved by the City. A rate sheet for such sub-Contractors shall be provided to the City.

5. Ownership of Instruments of Service. The City acknowledges the Contractor's work product, including electronic files, as instruments of professional service. Nevertheless, the final work product prepared under this Agreement shall become the property of the City upon completion of the services and payment in full of all monies due to the Contractor.

6. Monitoring and Evaluation. The City reserves the right to monitor and evaluate the progress and performance of Contractor to ensure that the terms of this Agreement are being satisfactorily met in accordance with the City's and other applicable monitoring and evaluating criteria and standards. Contractor shall cooperate with the City relating to such monitoring and evaluation.

7. Independent Contractor. The parties agree that the Contractor shall be an independent contractor and shall not be an employee, agent, or servant of the City. **Contractor is not entitled to workers' compensation benefits from the City and is obligated to pay federal and state income tax on any money earned pursuant to this Agreement.**

8. Insurance Requirements. Contractor shall be responsible for its own independent general liability insurance, automobile insurance, worker's compensation, and any other insurance necessary to perform the duties contemplated by this Agreement and shall indemnify and hold harmless the City from any acts attributable to Contractor's negligence for which the City may be held liable not covered by the City's insurance.

9. Indemnification. Contractor hereby covenants and agrees to indemnify, save, and hold harmless the City, its officers, employees, and agents from any and all liability, loss, costs, charges, obligations, expenses, attorney's fees, litigation, judgments, damages, claims, and demands of any kind whatsoever arising from or out of any negligent act or omission or other tortious conduct of Contractor, its officers, employees, or agents in the performance or nonperformance of its obligations under this Agreement.

10. Termination.

a. Generally.

(i) The City may terminate this Agreement without cause if it determines that such termination is in the City's best interest. The City shall effect such termination by giving written notice of termination to Contractor, specifying the effective date of termination, at least thirty (30) calendar days prior to the effective date of termination. In the event of such termination by the City, the City shall be liable to pay Contractor for Services performed as of the effective date of termination, but shall not be liable to Contractor for anticipated profits. Contractor shall not perform any additional Services following receipt of the notice of termination unless otherwise instructed in writing by the City.

(ii) Contractor may terminate this Agreement without cause if it determines that such termination is in Contractor's best interest. Contractor shall effect such termination by giving written notice of termination to the City, specifying the effective date of termination, at least sixty (60) calendar days prior to the effective date of termination.

- b. For Cause. If, through any cause, Contractor fails to fulfill its obligations under this Agreement in a timely and proper manner, violates any provision of this Agreement, or violates any applicable law, and does not commence correction of such nonperformance or violation within seven (7) calendar days of receipt of written notice and diligently complete the correction thereafter, the City shall have the right to terminate this Agreement for cause immediately upon written notice of termination to Contractor. In the event of such termination by the City, the City shall be liable to pay Contractor for Services performed as of the effective date of termination, but shall not be liable to Contractor for anticipated profits. Contractor shall not perform any additional Services following receipt of the notice of termination. Notwithstanding the above, Contractor shall not be relieved of liability to the City for any damages sustained by the City by virtue of any breach of this Agreement, and the City may withhold payment to Contractor for the purposes of setoff until such time as the exact amount of damages due to the City from Contractor is determined.

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- c. Contractor has participated in or attempted to participate in the basic pilot employment verification program created in Public Law 208, 104th Congress, as amended, and expanded in Public Law 156, 108th Congress, as amended, administered by the Department of Homeland Security (hereinafter, "E-Verify") in order to verify that Contractor does not employ illegal aliens. If Contractor is not accepted into E-Verify prior to entering into this Agreement, Contractor shall forthwith apply to participate in E-Verify and shall submit to the City written verification of such application within five (5) days of the date of this Agreement. Contractor shall continue to apply to participate in E-Verify, and shall certify such

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 - f. Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment (“Department”) made in the course of an investigation that the Department is undertaking pursuant to the authority established in subsection 8-17.5-102(5), C.R.S.
 - g. If Contractor violates this Paragraph, the City may terminate this Agreement for breach of contract. If this Agreement is so terminated, Contractor shall be liable for actual and consequential damages to the City arising out of said violation.
12. Compliance with C.R.S. § 24-76.5-103.
- a. If Contractor is a natural person (*i.e.*, not a corporation, partnership, or other legally-created entity) 18 years of age or older, he/she must do the following:
 - (i) complete the affidavit attached to this Agreement as Exhibit C.
 - (ii) attach a photocopy of the front and back of one of the valid forms of identification noted on Exhibit C.
 - b. If Contractor executes the affidavit stating that he/she is an alien lawfully present in the United States, the City shall verify his/her lawful presence through the federal systematic alien verification or entitlement program, known as the “SAVE

Program,” operated by the U.S. Department of Homeland Security or a successor program designated by said department. In the event the City determines through such verification process that Contractor is not an alien lawfully present in the United States, the City shall terminate this Agreement and shall have no further obligation to Contractor hereunder.

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18. Assignability. Contractor shall not assign this Agreement without the City’s prior written consent.

19. Binding Effect. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective heirs, personal representatives, successors, and assigns.

20. Survival Clause. The “Indemnification” provision set forth in this Agreement shall survive the completion of the Services and the satisfaction, expiration, or termination of this Agreement.

21. Severability. In the event a court of competent jurisdiction holds any provision of this Agreement invalid or unenforceable, such holding shall not invalidate or render unenforceable any other provision of this Agreement.



Lynda Travis <lynda.travis@cityofsalida.com>

Professional Services Agreement

Cheryl Hardy-Moore <[REDACTED]>
To: Lynda Travis <lynda.travis@cityofsalida.com>

Wed, Dec 27, 2017 at 3:09 PM

Hi Lynda, Thanks for forwarding the contract. Actually my last contract was also for two years (I think the City Prosecutor has had a single year contract but mine was for two years).

I have reviewed it; it is identical to the one I signed the last time. The last time Christian told me to just ignore certain paragraphs (i.e., the i requirement that the judge present a monthly invoice and all the stuff about hiring undocumented aliens, etc.) Therefore, since we have some time, I have made a few changes to this version which I would like Larry (and the attorneys as he desires) to review and see if we can go with this version.

I have also added two paragraphs that I think should be in the contract and would hope the City will see the wisdom of the same (I'm not worried about me: , it's the future of the Court that I am thinking about): first, while perhaps implied, there is nothing in the current contract that requires that the judge be a licensed Colorado lawyer. While small counties (I think Class D which maybe Salida is, I'm not sure) are allowed, by statute, to have municipal judges be non-lawyers, it is very unusual. Salida's code requires the person be an attorney and given the number of attorneys around, we should never have to resort to the local grocer to be judge. But given that my "competition" in 2015 when I interviewed for the position was an inactive attorney and had been inactive since 2003 and he almost became judge (3/3 tie), I think it's important that the contract require an active law license.

Secondly, the Colorado Municipal Judge's Association has had discussions about the advisability of having our municipalities insert, into our contracts, that Muni court judges are bound by the Colorado Rules of Professional Responsibility. Then the Judicial Code of Ethics has brought about another round of discussion: municipal Court judges are not, at least at the current time, under the same governance that State Court judges are (i.e., the Colorado Supreme Court doesn't have authority over us and we are not subject to Judicial Performance Commissions, retention votes, etc.). Because of this, the current thinking with the CMJA seems to be that while Muni Court Judges can't be subject to the Code of Judicial Ethics, we should be guided by them. So a bit of a distinction, which again, I think would be wise to start inserting into these contracts.

So sorry to throw a ringer into the process, but seems like we have some time to get this cleaned up a bit. If Larry wants me to forward the two referenced codes I would be happy to do so.

Thank you.

Judge Cheryl Hardy-Moore



Professional Services Judge Hardy-Moore 2017-2019.docx

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AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT (“Agreement”) is made and entered into this ____ day of _____, 20__ by and between the CITY OF SALIDA, COLORADO, a Colorado municipal corporation (the “City”), and CHERYL HARDY-MOORE (“Contractor”).

WHEREAS, the City desires that Contractor perform the services of Municipal Judge in the Salida Municipal Court as an independent contractor, in accordance with the provisions of this Agreement; and

WHEREAS, Contractor desires to perform such duties pursuant to the terms and conditions provided for in this Agreement; and

WHEREAS, the parties hereto desire to set forth certain understandings regarding the services in writing.

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

1. Services. The City agrees to retain Contractor to provide the following professional services (hereinafter “Services”): (a) serve as Municipal Judge for the City of Salida; (b) exercise all powers and duties of Municipal Judge called for in the Salida Municipal Code; (c) conduct regular Municipal Court session and sessions for the trial of cases as required; and (d) make and adopt rules and regulations for the conduct of business of the Municipal Court. Contractor warrants and represents that it has the requisite authority, capacity, experience, and expertise to perform the Services in compliance with the provisions of this Agreement and all applicable laws and agrees to perform the Services on the terms and conditions set forth herein.

2. Compensation. Compensation to Contractor from the City for Services pursuant to this Agreement shall be One-Thousand Four-Hundred and Fifty dollars (\$1,450.00) per month, payable monthly. ~~The City shall make payment within thirty (30) days of receipt and approval of invoices submitted by Contractor, which invoices shall be submitted to the City not more frequently than monthly and which shall identify the specific Services performed for which payment is requested.~~

3. Term. The Term of this Agreement shall be from the date first written above until December 31, 2019. The Agreement may be terminated earlier by final completion of termination provisions described herein.

4. The position of Municipal Judge requires that the contractor be an attorney with an active license to practice law in the State of Colorado. Contractor shall maintain an active law license at all times pertinent to this Contract.

5. The Municipal Judge shall, as an attorney, be bound by the Colorado Rules of Professional Responsibility. The Municipal Judge, as a part time judge, shall be familiar with and

guided by the Colorado Code of Judicial Ethics.

64. Outside Support Services and Sub-Contractor. Any sub-Contractors shall be pre-approved by the City. A rate sheet for such sub-Contractors shall be provided to the City.

75. Ownership of Instruments of Service. The City acknowledges the Contractor's work product, including electronic files, as instruments of professional service. Nevertheless, the final work product prepared under this Agreement shall become the property of the City upon completion of the services and payment in full of all monies due to the Contractor.

86. Monitoring and Evaluation. The City reserves the right to monitor and evaluate the progress and performance of Contractor to ensure that the terms of this Agreement are being satisfactorily met in accordance with the City's and other applicable monitoring and evaluating criteria and standards. Contractor shall cooperate with the City relating to such monitoring and evaluation.

97. Independent Contractor. The parties agree that the Contractor shall be an independent contractor and shall not be an employee, agent, or servant of the City. **Contractor is not entitled to workers' compensation benefits from the City and is obligated to pay federal and state income tax on any money earned pursuant to this Agreement.**

108. Insurance Requirements. Contractor shall be responsible for its own independent general liability insurance, automobile insurance, worker's compensation, and any other insurance necessary to perform the duties contemplated by this Agreement and shall indemnify and hold harmless the City from any acts attributable to Contractor's negligence for which the City may be held liable not covered by the City's insurance.

119. Indemnification. Contractor hereby covenants and agrees to indemnify, save, and hold harmless the City, its officers, employees, and agents from any and all liability, loss, costs, charges, obligations, expenses, attorney's fees, litigation, judgments, damages, claims, and demands of any kind whatsoever arising from or out of any negligent act or omission or other tortious conduct of Contractor, its officers, employees, or agents in the performance or nonperformance of its obligations under this Agreement.

120. Termination. Contractor may be removed during his term of office only for cause. Contractor may be removed for cause if:

- a. She is found guilty of a felony or any other crime involving moral turpitude;
- b. She has a disability which interferes with the performance of her duties and which is or is likely to become of a permanent character;
- c. She has willfully or persistently failed to perform her duties;
- d. She is habitually intemperate; or

- e. The municipality required the judge, at the time of appointment, to be a resident of the municipality, or county in which the municipality is located, and she subsequently becomes a nonresident of the municipality or the county during heris term of office.
- f. She fails to maintain an active bar license as an attorney in the State of Colorado.

~~11. Work By Illegal Aliens Prohibited. This paragraph shall apply to all Contractors whose performance of work under this Agreement does not involve the delivery of a specific end product other than reports that are merely incidental to the performance of said work, or information technology services or information technology products and services. Pursuant to Section 8-17.5-101, C.R.S., et. seq., Contractor warrants, represents, acknowledges, and agrees that:~~

- a. ~~Contractor does not knowingly employ or contract with an illegal alien.~~
- b. ~~Contractor shall not knowingly employ or contract with an illegal alien to perform works or enter into a contract with a subcontractor that fails to verify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.~~
- c. ~~Contractor has participated in or attempted to participate in the basic pilot employment verification program created in Public Law 208, 104th Congress, as amended, and expanded in Public Law 156, 108th Congress, as amended, administered by the Department of Homeland Security (hereinafter, "E-Verify") in order to verify that Contractor does not employ illegal aliens. If Contractor is not accepted into E-Verify prior to entering into this Agreement, Contractor shall forthwith apply to participate in E-Verify and shall submit to the City written verification of such application within five (5) days of the date of this Agreement. Contractor shall continue to apply to participate in E-Verify, and shall certify such application to the City in writing, every three (3) months until Contractor is accepted or this Agreement is completed, whichever occurs first. This Paragraph 9 shall be null and void if E-Verify is discontinued.~~
- d. ~~Contractor shall not use E-Verify procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.~~
- e. ~~If Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, Contractor shall be required to:~~
 - (i) ~~notify the subcontractor and the City within three (3) days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and~~
 - (ii) ~~terminate the subcontract with the subcontractor if within three (3) days of~~

~~receiving the notice required pursuant to this subparagraph the subcontractor does not stop employing or contracting with the illegal alien; except that Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.~~

~~f. Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment (“Department”) made in the course of an investigation that the Department is undertaking pursuant to the authority established in subsection 8-17.5-102(5), C.R.S.~~

~~g. If Contractor violates this Paragraph, the City may terminate this Agreement for breach of contract. If this Agreement is so terminated, Contractor shall be liable for actual and consequential damages to the City arising out of said violation.~~

~~12. Compliance with C.R.S. § 24-76.5-103.~~

~~a. If Contractor is a natural person (i.e., not a corporation, partnership, or other legally created entity) 18 years of age or older, he/she must do the following:~~

~~(i) complete the affidavit attached to this Agreement as Exhibit C.~~

~~(ii) attach a photocopy of the front and back of one of the valid forms of identification noted on Exhibit C.~~

~~b. If Contractor executes the affidavit stating that he/she is an alien lawfully present in the United States, the City shall verify his/her lawful presence through the federal systematic alien verification or entitlement program, known as the “SAVE Program,” operated by the U.S. Department of Homeland Security or a successor program designated by said department. In the event the City determines through such verification process that Contractor is not an alien lawfully present in the United States, the City shall terminate this Agreement and shall have no further obligation to Contractor hereunder.~~

13. Agreement Subject to Appropriation. To the extent this Agreement constitutes a multiple fiscal year debt or financial obligation of the City, it shall be subject to annual appropriation pursuant to the City of Salida Municipal Code and Article X, Section 20 of the Colorado Constitution. The City shall have no obligation to continue this Agreement in any fiscal year in which no such appropriation is made.

14. Responsibilities. The Contractor shall be responsible for all damages to persons or property caused by the Contractor, its agents, employees or sub-Contractors, to the extent caused by its negligent acts, errors and omissions hereunder, and shall indemnify and hold harmless the City from any claims or actions brought against Contractor by reason thereof.

The foregoing Agreement was acknowledged before me this ____ day of _____, 20____ by _____.

Witness my hand and official seal.

My commission expires _____.

Notary Public

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT (“Agreement”) is made and entered into this ____ day of _____, 20__ by and between the CITY OF SALIDA, COLORADO, a Colorado municipal corporation (the “City”), and CHERYL HARDY-MOORE (“Contractor”).

WHEREAS, the City desires that Contractor perform the services of Municipal Judge in the Salida Municipal Court as an independent contractor, in accordance with the provisions of this Agreement; and

WHEREAS, Contractor desires to perform such duties pursuant to the terms and conditions provided for in this Agreement; and

WHEREAS, the parties hereto desire to set forth certain understandings regarding the services in writing.

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

1. Services. The City agrees to retain Contractor to provide the following professional services (hereinafter “Services”): (a) serve as Municipal Judge for the City of Salida; (b) exercise all powers and duties of Municipal Judge called for in the Salida Municipal Code; (c) conduct regular Municipal Court session and sessions for the trial of cases as required; and (d) make and adopt rules and regulations for the conduct of business of the Municipal Court. Contractor warrants and represents that it has the requisite authority, capacity, experience, and expertise to perform the Services in compliance with the provisions of this Agreement and all applicable laws and agrees to perform the Services on the terms and conditions set forth herein.

2. Compensation. Compensation to Contractor from the City for Services pursuant to this Agreement shall be One-Thousand Four-Hundred and Fifty dollars (\$1,450.00) per month, payable monthly.

3. Term. The Term of this Agreement shall be from the date first written above until December 31, 2019. The Agreement may be terminated earlier by final completion of termination provisions described herein.

4. The position of Municipal Judge requires that the contractor be an attorney with an active license to practice law in the State of Colorado. Contractor shall maintain an active law license at all times pertinent to this Contract.

5. The Municipal Judge shall, as an attorney, be bound by the Colorado Rules of Professional Responsibility. The Municipal Judge, as a part time judge, shall be familiar with and guided by the Colorado Code of Judicial Ethics.

6. Outside Support Services and Sub-Contractor. Any sub-Contractors shall be pre-

approved by the City. A rate sheet for such sub-Contractors shall be provided to the City.

7. Ownership of Instruments of Service. The City acknowledges the Contractor's work product, including electronic files, as instruments of professional service. Nevertheless, the final work product prepared under this Agreement shall become the property of the City upon completion of the services and payment in full of all monies due to the Contractor.

8. Monitoring and Evaluation. The City reserves the right to monitor and evaluate the progress and performance of Contractor to ensure that the terms of this Agreement are being satisfactorily met in accordance with the City's and other applicable monitoring and evaluating criteria and standards. Contractor shall cooperate with the City relating to such monitoring and evaluation.

9. Independent Contractor. The parties agree that the Contractor shall be an independent contractor and shall not be an employee, agent, or servant of the City. **Contractor is not entitled to workers' compensation benefits from the City and is obligated to pay federal and state income tax on any money earned pursuant to this Agreement.**

10. Insurance Requirements. Contractor shall be responsible for its own independent general liability insurance, automobile insurance, worker's compensation, and any other insurance necessary to perform the duties contemplated by this Agreement and shall indemnify and hold harmless the City from any acts attributable to Contractor's negligence for which the City may be held liable not covered by the City's insurance.

11. Indemnification. Contractor hereby covenants and agrees to indemnify, save, and hold harmless the City, its officers, employees, and agents from any and all liability, loss, costs, charges, obligations, expenses, attorney's fees, litigation, judgments, damages, claims, and demands of any kind whatsoever arising from or out of any negligent act or omission or other tortious conduct of Contractor, its officers, employees, or agents in the performance or nonperformance of its obligations under this Agreement.

12. Termination. Contractor may be removed during his term of office only for cause. Contractor may be removed for cause if:

- a. She is found guilty of a felony or any other crime involving moral turpitude;
- b. She has a disability which interferes with the performance of her duties and which is or is likely to become of a permanent character;
- c. She has willfully or persistently failed to perform her duties;
- d. She is habitually intemperate; or
- e. The municipality required the judge, at the time of appointment, to be a resident of the municipality, or county in which the municipality is located, and she

subsequently becomes a nonresident of the municipality or the county during her term of office.

- f. She fails to maintain an active bar license as an attorney in the State of Colorado.

13. Agreement Subject to Appropriation. To the extent this Agreement constitutes a multiple fiscal year debt or financial obligation of the City, it shall be subject to annual appropriation pursuant to the City of Salida Municipal Code and Article X, Section 20 of the Colorado Constitution. The City shall have no obligation to continue this Agreement in any fiscal year in which no such appropriation is made.

14. Responsibilities. The Contractor shall be responsible for all damages to persons or property caused by the Contractor, its agents, employees or sub-Contractors, to the extent caused by its negligent acts, errors and omissions hereunder, and shall indemnify and hold harmless the City from any claims or actions brought against Contractor by reason thereof.

15. Entire Agreement. This Agreement, **along with any addendums and attachments hereto**, constitutes the entire agreement between the parties. The provisions of this Agreement may be amended at any time by the mutual consent of both parties. The parties shall not be bound by any other agreements, either written or oral, except as set forth in this Agreement.

16. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado, and venue shall be in the County of Chaffee, State of Colorado.

17. Governmental Immunity Act. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions of the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101, *et seq.*

18. Assignability. Contractor shall not assign this Agreement without the City's prior written consent.

19. Binding Effect. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective heirs, personal representatives, successors, and assigns.

20. Survival Clause. The "Indemnification" provision set forth in this Agreement shall survive the completion of the Services and the satisfaction, expiration, or termination of this Agreement.

21. Severability. In the event a court of competent jurisdiction holds any provision of this Agreement invalid or unenforceable, such holding shall not invalidate or render unenforceable any other provision of this Agreement.



REQUEST FOR CITY COUNCIL ACTION

Meeting Date: Jan. 2, 2018:

AGENDA ITEM NO. VI. - 6.	ORIGINATING DEPARTMENT: Community Development	PRESENTED BY: Glen VanNimwegen
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ITEM:

Approval of Resolution 2018-02 to adopt the Three Mile Plan.

BACKGROUND:

Colorado State Statute 31-12-105(e)(I) requires a municipality to have a three mile plan as a condition of annexation. The plan is to identify the utilities, transportation plan and proposed land uses in a three mile area around the city that may be annexed in the future. Salida has referenced several documents in the past as our Three Mile Plan. They include:

- The 2013 Comprehensive Plan which identifies our Municipal Service Area, Municipal Planning Area and the 3 Mile Buffer; and
- An Intergovernmental Agreement (IGA) with Chaffee County that defines how the County and City will work together on proposed annexation and development that is outside of the current municipal boundaries.

The IGA and Comprehensive Plan state the Municipal Service Area are lands directly adjacent to the city that can easily be served by city utilities; the Municipal Planning area is outside of the Service Area where planning of lands will be the joint responsibility of the County and Salida; and the three mile perimeter identified as the Buffer. The proposed Resolution states that these documents will serve as our Three Mile Plan.

The above statute requires the Plan to be updated annually.

FISCAL NOTE:

There is no direct fiscal impact with adoption of the Three Mile Plan.

STAFF RECOMMENDATION:

Staff recommends approval of Resolution 2018-02 identifying and adopting the Three Mile Plan for the city.

SUGGESTED MOTIONS:

A Council person should make the motion to "Approve Resolution 2018-02 to adopt the Three Mile Plan for Salida".

**CITY OF SALIDA, COLORADO
RESOLUTION NO. 02
(Series 2018)**

**A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO,
ADOPTING A THREE-MILE PLAN FOR THE CITY**

WHEREAS, the Colorado Municipal Annexation Act of 1965, C.R.S § 31.12.105(e)(I), requires the City adopt and update annually a plan to serve as a general guideline for future annexations to the City; and

WHEREAS, the City Council has adopted the Salida 2013 Comprehensive Plan; and

WHEREAS, the City of Salida and Chaffee County entered into an Intergovernmental Agreement (IGA) in 2008, amended in 2010, for the purpose of directing growth in accord with the city and county comprehensive plans; and

WHEREAS, the IGA identifies a Municipal Services Area (MSA) as an area adjacent to the city's boundaries that is eligible for annexation and can be served by city utilities and infrastructure, a Municipal Planning Area (MPA) which is an area outside the city boundary for coordinated planning efforts, and a Salida 3 mile buffer attached hereto as Exhibit A; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO, THAT:

- The Salida 2014 Comprehensive Plan including the Municipal Services Area (MSA) and Municipal Planning Area (MPA) identified within the City of Salida and Chaffee County Intergovernmental Agreement (IGA) on Cooperative Planning is designated as the Three-Mile Plan for the City of Salida.
- The Salida 3 Mile Buffer identified within the City of Salida and Chaffee County Intergovernmental Agreement (IGA) on Cooperative Planning and referenced in the Salida 2014 Comprehensive Plan is designated as the Three-Mile Plan Boundary for the City of Salida.

RESOLVED, APPROVED and ADOPTED this 2nd day of January, 2018.

CITY OF SALIDA

By: _____
P.T. Wood, Mayor

[SEAL]

ATTEST:

City Clerk/Deputy City Clerk

Salida & Chaffee County Joint Planning Map

Legend

- City/Town Limits
- Municipal Services Area
- Municipal Planning Area
- Proposed Collectors (SRTP)
- Proposed Local Roads (SRTP)
- Existing Trail System
- Proposed Trails (SRTP)
- Chaffee County Line
- Salida 3 Mile Buffer

Final Approved
2010

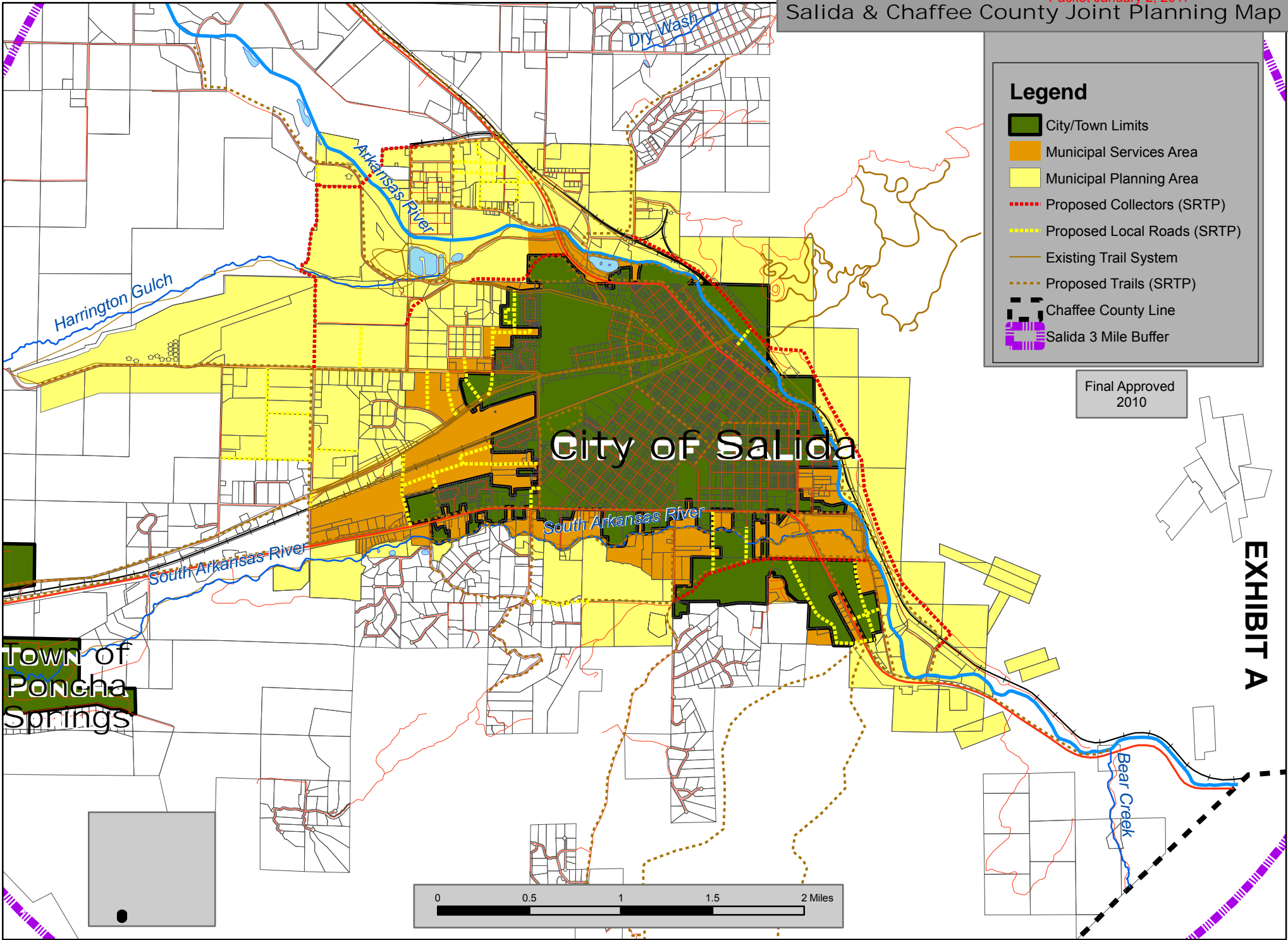


EXHIBIT A

RESOLUTION NO. 10
(Series of 2010)

**A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO
APPROVING AN AMENDED INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF SALIDA AND CHAFFEE COUNTY**

WHEREAS, the provisions of Section 18 of Article XIV of the Colorado Constitution and C.R.S. §29-1-203 allow Colorado local governments to cooperate or contract with one another to provide any function, service or facility lawfully authorized to each local government, including, but not limited to, the function of planning or regulating the development of land; and

WHEREAS, C.R.S. §29-20-105 authorizes and encourages Colorado local governments to cooperate or contract with each other for the purposes of planning and regulating the development of land through the joint adoption of planning, zoning, building, subdivision, and related regulations; and

WHEREAS, continued growth pressure in the Salida area suggests that increased coordination between the City and the County can result in better management for directing growth to maintain the identity of the Salida Community, promote the efficient provision of public services (central sanitary sewer and water, streets, police protection, and other services) and protect our open lands and agricultural lands; and

WHEREAS, the City and County recognize the importance of agriculture to the community as a whole, including positive contributions related to irrigation, cultural, and economics, and the County has adopted a Right to Ranch policy to encourage agricultural usage, and the City and County recognize certain challenges exist related to continued agricultural use in urbanizing areas; and

WHEREAS, the City and the County have a commitment to the accommodation and encouragement of planned growth and development using integrated planning and infrastructure development; and

WHEREAS, the City of Salida first approved this Intergovernmental Agreement ("IGA") on April 7, 2008 with Resolution 2008-16 and Chaffee County approved the IGA on March 18, 2008 with Resolution 2008-17; and

WHEREAS, the Salida Regional Planning Commission reviewed the IGA on December 16, 2009 and recommended certain revisions to the Agreement to improve the review process.


**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE
CITY OF SALIDA, COLORADO**

1. The City Council incorporates the foregoing recitals as findings by the City Council.
2. The IGA is hereby repealed and reenacted in its entirety to incorporate the suggested amendments contained herein as Exhibit A.

RESOLVED, APPROVED and ADOPTED this 16th day of February, 2010.

CITY OF SALIDA

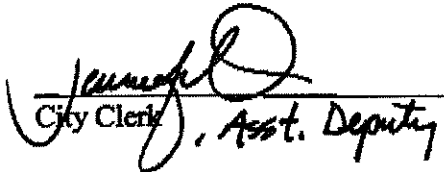
By:



Mayor

[SEAL]

ATTEST:



City Clerk, Asst. Deputy

**AMENDED INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE CITY OF SALIDA, COLORADO AND
CHAFFEE COUNTY, COLORADO**

This INTERGOVERNMENTAL AGREEMENT is entered into this 2nd day of March, 2010 by and between the BOARD OF COUNTY COMMISSIONERS OF CHAFFEE COUNTY, COLORADO (the "County") and the CITY OF SALIDA, COLORADO (the "City").

Recitals

WHEREAS, the provisions of Section 18 of Article XIV of the Colorado Constitution and C.R.S. §29-1-203 allow Colorado local governments to cooperate or contract with one another to provide any function, service or facility lawfully authorized to each local government, including, but not limited to, the function of planning or regulating the development of land; and

WHEREAS, C.R.S. §29-20-105 authorizes and encourages Colorado local governments to cooperate or contract with each other for the purposes of planning and regulating the development of land through the joint adoption of planning, zoning, building, subdivision, and related regulations; and

WHEREAS, continued growth pressure in the Salida area suggests that increased coordination between the City and the County can result in better management for directing growth to maintain the identity of the Salida Community, promote the efficient provision of public services (central sanitary sewer and water, streets, police protection, and other services) and protect our open lands and agricultural lands; and

WHEREAS, the City and County recognize the importance of agriculture to the community as a whole, including positive contributions related to irrigation, cultural, and economics, and the County has adopted a Right to Ranch policy to encourage agricultural usage, and the City and County recognize certain challenges exist related to continued agricultural use in urbanizing areas; and

WHEREAS, the City and the County have a commitment to the accommodation and encouragement of planned growth and development using integrated planning and infrastructure development; and

WHEREAS, the City of Salida approved this Intergovernmental Agreement ("IGA") on April 7, 2008 with Resolution 2008-16 and Chaffee County approved the IGA on March 18, 2008 with Resolution 2008-17; and

WHEREAS, the Salida Regional Planning Commission reviewed the IGA on December 16, 2009 and recommended certain revisions to the Agreement to improve the review process, the IGA is hereby repealed and reenacted in its entirety to incorporate the suggested amendments.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and obligations set forth herein, the parties hereby mutually agree as follows:

ARTICLE I PURPOSE, SCOPE, AND AMENDMENT OF PREVIOUS AGREEMENTS

1.1 Purpose. The purposes of this Agreement are: (1) to direct growth in the Salida area, not simply manage growth, in a manner consistent with the City of Salida and Chaffee County Comprehensive Plans; (2) to provide for City approval of new development in the Municipal Services Area, as defined below; (3) to ensure that the growth pattern in the Municipal Planning Area, as defined below, is developed in a manner consistent with the City's Comprehensive Plan and infrastructure capabilities; (4) to coordinate planning efforts between the City and County to ensure that development planned within the City's annexation and utility service area will not unintentionally encroach into areas designated as having rural densities and land use types by the County; and (5) to advise, consult, and involve in the planning activities the owners of private property affected by these agreements

1.2 Scope. The terms and provisions of this Agreement shall apply to the property within the boundaries depicted on the Joint Planning Map attached hereto as Exhibit A.

1.3 Term. The term of this Agreement shall commence on the Effective Date and shall continue in effect unless terminated pursuant to Section 8.7.

1.4 Repeal and Reenactment of IGA. The City and County hereby repeal the Intergovernmental Agreement between the parties dated April 7, 2008 (the "2008 IGA") and reenact the Agreement in its entirety as set forth herein. By adoption of this Amended Agreement, the 2008 IGA becomes null and void and is of no further force and effect.

ARTICLE II DEFINITIONS

2.1 Definitions. The following definitions shall apply to this Agreement:

a. Applicant shall mean an applicant submitting a Land Use Development application.

b. Chaffee County shall mean the Board of County Commissioners of Chaffee County.

c. City Development Standards shall mean the standards contained within the City of Salida Comprehensive Plan, Ordinances of the City of Salida, and the City of Salida Municipal Code, and other relevant adopted City of Salida regulations and agreements at the time an application is submitted. City Development Standards shall not include land use application procedures or building permit processes.

d. City of Salida shall mean the City Council of the City of Salida.

- e. Joint Planning Map shall mean the property depicted on the attached Exhibit A, consisting of the City of Salida, Municipal Services Area and Municipal Planning Area.
- f. Land Use Development shall mean any and all proposed developments that are not considered Uses by Right, as defined herein. Examples of land use development include but are not limited to new or expanded commercial uses, subdivisions, special land use permits, zoning changes, planned unit developments, or other applications that typically undergo review by the Chaffee County Planning Commission. Land use development does not include minor plat corrections, lot line adjustments, special land use permits for temporary mobile homes, and subdivision exemptions specifically defined by the Chaffee County Land Use Code.
- g. Municipal Planning Area (MPA) shall mean the area designated on the Joint Planning Map, which is currently outside the City boundary and designated for future coordinated planning between the City and the County. The MPA shall also refer to Municipal Growth Area or MGA for the purposes of any resolution, plan, or regulation which refers to a "Municipal Growth Area" or "MGA." The entirety of the Municipal Services Area is included within the Municipal Planning Area.
- h. Municipal Services Area shall mean the area designated on the Joint Planning Map, adjacent to City boundaries currently eligible for annexation and immediately capable of being serviced by municipal or approved special district sewer and water utilities and infrastructure.
- i. Salida/Chaffee County Regional Planning Commission ("Salida RPC") shall mean a body of planning commissioners, as more specifically defined in Article VI of this Agreement.
- j. Three-Mile Planning Area shall mean that area which lays, in whole or in part, within three miles of the boundaries of the City, and outside the boundaries of the Town of Poncha Springs ("Poncha"), as contemplated by C.R.S. 31-12-105(1)(e).
- k. Use(s) By Right shall include land uses such as agriculture (including an agricultural overlay if adopted), those related to residential building permits, and other uses that do not require review by the Chaffee County Planning Commission. Uses by Right shall not include new commercial land uses or construction (such uses fall within the definition of Land Use Development). Uses by right are exempt from the requirements of this Intergovernmental Agreement.

ARTICLE III ANNEXATION

3.1 Intent and General Annexation Provisions. The provisions in this IGA dealing with annexation shall follow the standards outlined in the Colorado Revised Statutes §31-12-101 through §31-12-123 and the City's annexation policies. The City and County acknowledge that

annexation will not generally occur until such time as a request for annexation is made by a property owner. In the case of development within the Municipal Services Area, the annexation process shall be initiated when an application for Land Use Development is submitted to the City or County. This IGA is intended to foster cooperation and coordination between the City and County in the orderly process of annexation requests by property owners.

3.2 City Annexation of County Roads. With respect to the issues of annexation of County roads, the parties agree as follows:

- a. The City agrees that in conjunction with the review and approval of proposed annexation and development of properties contiguous to the then existing City limits, it will, when legally possible, annex County roads that are contiguous to the property being annexed and such roads shall serve as principal access from the City to such development. During the annexation process or the Land Use Development process for property within the City or County, the City shall not eliminate existing accesses from properties which are not within the City.
- b. The City agrees that it will assume maintenance responsibilities for County roads which it annexes, unless otherwise agreed by the parties.
- c. For non-contiguous County roads that do not serve as the principal access for the property being annexed, the City and County shall negotiate annexation of such roads on a case by case basis. The negotiations may include analysis of developer contributions and may require improvements to address impacts to County roads.

3.3 Impacts of Municipal Development. The City and the County agree to consult and cooperate in assessing and requiring new developments, whether in the City or the County, to mitigate impacts resulting from developments, which may include impacts from roads, utility services and other impacts. In addition, the City agrees to submit development applications within the City limits to the County for comment when there is potential that those developments may impact County services.

3.4 County Review of Annexations and Impact Reports. When required pursuant to state statute, the City shall have annexation impact reports prepared and delivered to the County on all annexation requests concerning properties greater than ten (10) acres in size unless this requirement is waived in writing by the Board of County Commissioners.

ARTICLE IV MUNICIPAL SERVICES AREA

4.1 Municipal Services Area. The City and County shall establish the Municipal Services Area ("MSA") adjacent to the City of Salida as shown on the Joint Planning Map. The MSA encompasses properties which are eligible for annexation and extension of municipal utilities and infrastructure, within the parameters set forth in the Salida Municipal Code and Salida Comprehensive Plan, as may be amended from time to time.

4.2 City Review. All new Land Use Development applications within the MSA shall be submitted to the City which shall determine if the property will be immediately annexed. Except as otherwise provided herein, the County agrees to not accept Land Use Development applications for properties in the MSA and to direct such Applicants to the City. Two types of development applications shall be processed within the MSA: (1) those applications that will be immediately annexed, which shall be processed under City regulations; and (2) Those applications that, after further review by the City, will not be immediately annexed and shall be processed under County regulations (subject to City Development Standards via a pre-annexation agreement, if necessary.)

4.3 Property to be Annexed. Annexation and development of the subject property will be considered pursuant to an annexation agreement with terms that conform to the Salida Municipal Code and Comprehensive Plan, as may be amended from time to time.

a. The City will not decline to annex such property except for good cause. For the purposes of this Agreement, good cause includes without limitation the following: (1) extension of one or more municipal services to the area would place an unreasonable economic burden on the existing users of such service or upon the future residents or owners of property in the area itself; (2) proposed uses in the development agreement are inconsistent with the City's Comprehensive Plan; (3) the application does not qualify for annexation based on Colorado Revised Statutes, or (4) the City does not desire to annex the property for reasons defined by the City Planning Commission or the City Council. The City reserves the right to negotiate the terms and conditions of an annexation agreement for the purpose of mitigating impacts to the City as may occur as a result of annexation and obtaining benefits for the City beyond the requirements of the Salida Municipal Code.

b. Fees for all Land Use Development applications within the MSA processed by the City shall be determined according to the City land use regulations and shall be payable solely to the City. Applications processed by the City will use City forms and procedures.

4.4 Property Not to be Immediately Annexed. Upon determination that the property will not be immediately annexed, the City shall submit written confirmation to the Applicant and to the County, outlining the reasons that the property will not be immediately annexed. The City shall also describe the aspects of development that shall comply with City standards, in which case such standards shall be the subject of a pre-annexation agreement with the applicant.

a. Properties that are not immediately annexed shall undergo joint review whereby the Applicant follows the County application process and will ultimately be subject to approval by the County, but will be subject to some or all City Development Standards as agreed upon in the pre-annexation agreement at the time of County application approval or at some point in the future.

b. If a Land Use Development application is subject to a pre-annexation agreement between the City and the Applicant, the terms and conditions of the pre-annexation

agreement shall control the regulations related to the development. In the event a Land Use Development application would result in the application being submitted to the County prior to final approval of the annexation, the pre-annexation agreement shall be referred to the County for review.

c. If the Applicant and the City cannot negotiate the terms of an annexation or pre-annexation agreement, an Applicant may petition the County to consider a Land Use Development application. The Applicant shall provide a showing that good faith efforts to negotiate annexation or pre-annexation agreement have failed. The County Commissioners shall hold a public hearing and shall only accept the application following a finding that such good faith efforts have failed. If the County accepts a Land Use Development application for a development in the MSA, the application shall comply with County standards. Further, the County shall, as a condition of approval of such a development, require annexation of such parcels at such time that the statutory municipal requirements for annexation are met, if annexation is requested and approved by the City.

d. Fees for Land Use Development applications processed by the County shall be determined according to County land use regulations and shall be payable solely to the County. Applications processed by the County will use County forms and procedures. The application shall include any and all statements and correspondence from the City.

ARTICLE V MUNICIPAL PLANNING AREA

5.1 Municipal Planning Area. The City and County shall establish the Municipal Planning Area ("MPA") surrounding the City of Salida as shown on the Joint Planning Map and mutually agree that said MPA is appropriate for the development of certain land uses, including extension of municipal utilities and infrastructure, within the parameters set forth in the Salida Municipal Code and Salida Comprehensive Plan, as may be amended from time to time. It is understood that the MPA represents the next logical tier of expansion for the City of Salida after the MSA. It is noted that urban level growth may not be desired in all areas of the MPA, but the purpose of the MPA is to plan for land uses in these areas consistent with the City's Comprehensive Plan. At this time, the City and County have not created specific standards for Land Use Development applications in the MPA which are currently not contiguous with City boundaries.

5.2 Land Use Development Applications for Contiguous Property within the MPA. Land Use Development applications for all parcels that are contiguous to City boundaries shall be processed according to the terms for development in the MSA set forth in Article IV herein.

5.3 Land Use Development Applications for Non-Contiguous Properties Within the MPA.

- a. Applications will be submitted to the County and immediately copied to the City for review and comment and scheduled for a public hearing before the Salida RPC, using the following procedural guidelines.
- i. Applications in the MPA shall be processed utilizing County application requirements.
 - ii. Within fourteen (14) days of receipt of a Land Use Development Application for non-contiguous properties within the MPA, the City staff shall provide written comments to the Salida RPC. Such time period may be extended by the County upon a finding of good cause.
 - iii. Public hearings with the Salida RPC shall be required to be advertised and posted at least 7 days prior to the Salida RPC meeting. Public hearings shall also be scheduled with the Chaffee County Planning Commission and the Chaffee County Board of Commissioners, with proper noticing as required by Chaffee County codes.
 - iv. The Town of Poncha Springs may provide written comments to County Staff for the Salida RPC within seven (7) days of the RPC hearing with respect to properties within its three mile area contemplated by C.R.S. 31-12-105(1)(e).
 - v. County staff shall provide a staff report to the Salida RPC at least seven (7) days prior to the public hearing, which shall include any review comments received from agencies or municipalities involved in the application process.
 - vi. At the Salida RPC public hearing, the Salida RPC shall review the application along with any comments from the City, County, Applicant or public. Upon consideration of the application, the Salida RPC shall make a recommendation to the County for approval, approval with conditions, or denial, unless the City, County, and Applicant all agree to pursue annexation to the City.
 - vii. City planning staff may make a finding and submit a written statement to the County declaring that the City's interests are not significantly impacted by a Land Use Development application for non-contiguous properties within the MPA. Upon written notice by the City staff to the County staff of such decision within fourteen (14) days of receipt of the application, the application will not be scheduled for further consideration by the Salida RPC and will instead be subject to County review and approval pursuant to County standards. The County reserves the right to remand the application to the Salida RPC upon a finding that additional review is necessary.
- b. With respect to all developments within the Municipal Planning Area serviced by municipal water and sewer, the parties will use their best efforts to ensure that tap fees are based on in-City rates, unless otherwise negotiated in a pre-annexation agreement for municipal utility extensions.

c. Applications involving Uses by Right will be reviewed and processed by the County without referral to the City, except that the County shall refer any application which may change or create a property line to the City for comment.

5.4 Fees. Fees for all Land Use Development applications within the MPA processed by the City shall be determined according to the City land use regulations and shall be payable solely to the City. Fees for Land Use Development applications processed by the County shall be determined according to County land use regulations and shall be payable solely to the County. Applications processed by the City will use City forms and procedures, and Applications processed by the County will use County forms and procedures.

ARTICLE VI SALIDA REGIONAL PLANNING COMMISSION

6.1 Salida Regional Planning Commission.

a. The County and City shall form a joint planning commission (“Salida Regional Planning Commission” or “Salida RPC”) to review development requests within the Municipal Planning Area. The Chaffee County Commissioners shall appoint three members from its Planning Commission and the Salida Planning Commission shall appoint three members from its Planning Commission to serve on the Salida RPC.

b. The Salida RPC shall review Land Use Development applications upon referral by the City or County, as required in the above Articles, and make recommendations to the Board of County Commissioners and City Council with respect to specific developments and general projects proposed within the Municipal Planning Area.

c. Members of the Salida RPC shall be appointed for one (1) year terms, and the appointment date shall be consistent with the appointment date for each entity’s Planning Commission. Each governmental entity shall endeavor to appoint members who can be present at meetings of the Salida RPC and at any field trip or work session held in anticipation of such meeting. The appointed members of the Salida RPC shall select a Chairman by majority vote at the first meeting of the Salida RPC in any given year.

d. The Salida RPC is authorized to adopt rules and regulations regarding the conduct of its meetings.

i. At minimum, the Salida RPC shall meet every three months to review joint planning issues for the City and County, including, without limitation, recreation, amendments to this Agreement, area boundaries for the MSA, MPA, trails, and transportation.

ii. The Salida RPC is also charged with considering the creation of joint overlay zoning districts or area plans such as railroad, river, and highway corridors.

iii. The Salida RPC is also charged with creating land use development standards for future development in the MPA.

iv. The Salida RPC shall meet at a date and location to be mutually agreed upon.

v. The quorum for the Salida RPC shall be four members with at least two members present from the County and the City.

6.2 Joint Master Planning.

a. The County and the City shall each develop and maintain master plans for roads and trails, open space and parks, and infrastructure in GIS format. Each party will be responsible for the cost of planning and recording their individual plan in a master GIS file for their respective areas of responsibility. As part of joint master planning efforts, the Salida RPC will review the City and County's master plans and make recommendations to align such plans cooperatively for the benefit of both entities. The City and County may cooperate to jointly plan for roads, trails, open space and parks within the MPA. The cost for such joint planning efforts shall be borne equally by the parties.

b. The County's area of responsibility shall be all un-incorporated areas outside of the City limits and outside of the Municipal Planning Area. The City's area of responsibility shall be all areas within the Municipal Planning Area or as defined pursuant to Colorado Revised Statutes, 29-20-104.

ARTICLE VII IMPLEMENTATION

7.1 Amendment of Boundaries or Sections of Agreement. The City and the County agree that amendments to the Joint Planning Map boundaries, including the MSA and MPA boundaries, and any amendments to this Agreement shall be according to the following procedures and requirements.

a. The City of Salida, Chaffee County, or any individual or entity may request an amendment to the Municipal Services Area, the Municipal Planning Area or other Sections of this Agreement.

b. The request shall be forwarded to the Salida RPC for review and consideration. Upon the recommendation of the Salida RPC, the Salida City Council and the Chaffee County Commissioners will review the proposed amendment. The Municipal Services Area, the Municipal Planning Area, or other Sections of this Agreement shall be amended only with approval of both the City and the County, after following their respective procedures.

c. The amended Municipal Services Area, Municipal Planning Area, or IGA Section shall be made in writing and shown, if appropriate, on Exhibit A of this Agreement. The amendment shall be signed and dated by the Mayor of the City and the Chair of the Chaffee County Board of County Commissioners (or acting Chair).

7.2 Long-Range Planning. The County and the City agree to coordinate and negotiate in good faith concerning long-range planning efforts. To that end, the City and County agree to work together through the Salida RPC on alternative growth management tools, including but not limited to design guidelines, transportation, impact fees, attainable and affordable housing, and open space and agricultural preservation initiatives.

7.3 Right to Farm and Ranch. The City and County recognize that the terms of this agreement, or any land use application, cannot supersede State law regarding ditch access and agriculture, and will endeavor to ensure that any annexation or land use will be consistent with the County Right to Ranch Policy and Ordinance, unless otherwise negotiated by the City, the County, and affected ditch owners and affected agricultural operators as part of the annexation agreement.

7.4 Enforcement and Legal Defense. Failure to obtain an appropriate land use permit or to develop in accordance with the terms of this Agreement shall constitute a violation of the Salida Land Use Code and/or Chaffee County Land Use Code, as applicable, and subject to all enforcement remedies contained therein. The parties are not required to prosecute violations, but shall cooperate so as to allow the other party to prosecute violations. The County and City shall be responsible for their own costs and expenses incurred in carrying out any enforcement remedies.

7.5 Agreement Update and Review. The Salida RPC shall annually review this Agreement and make recommendations with respect to any changes or updates to the Agreement requested by either party, per Section 7.1, above.

ARTICLE VIII MISCELLANEOUS PROVISIONS

8.1 Effective Date. This Agreement shall be effective upon Chaffee County's adoption of a resolution that incorporates this Agreement into the Chaffee County Land Use Code.

8.2 Dispute Resolution. Before resorting to litigation, the parties shall make reasonable efforts to resolve any disputes by mediation administered pursuant to Title 24, Article 32, Part 32 of the Colorado Revised Statutes.

8.3 Costs. Each party is responsible for the cost and expenses incurred in carrying out this Agreement.

8.4 No Third Party Beneficiaries. The parties to this Agreement do not intend to benefit any person not a party to this Agreement. No person or entity, other than the parties to

this Agreement, shall have any right, legal or equitable, to enforce any provision of this Agreement.

8.5 Authority. The parties acknowledge that each party's obligations are subject to applicable law and public policy. The Board of County Commissioners will not and cannot adopt any regulation by resolution or ordinance that is in conflict with all applicable agency, state or federal law, rule or regulation. Similarly, any action taken pursuant to this Agreement that pertains to any land within the City, for incorporated areas, and within the County for unincorporated areas is subject to final approval by the governing body of the City or County, respectively.

8.6 Cooperating Entities. The parties will cooperate to encourage districts and other appropriate entities to become a party to this Agreement.

8.7 Termination. This agreement shall remain in full force and effect for a period of one year from the date of its execution. Thereafter, it shall be automatically renewed for additional one-year terms. If any party desires to terminate or withdraw from this Agreement, a written notice shall be submitted to the other party one hundred twenty (120) days prior to termination. Unless the non-terminating party objects in writing to such termination or withdrawal, such termination or withdrawal shall be effective one hundred twenty (120) days following receipt of such notice. Otherwise, this Agreement may only be terminated subsequent to completion of the dispute resolution process outlined above. Any termination of this Agreement shall not affect proposed development within the Municipal Planning Area that is pending at the time of termination.

8.8 Entire Agreement. This Agreement represents the entire understanding between the parties with respect to its subject matter. This Agreement supersedes any prior Agreements, oral or written, with respect to its subject matter.

8.9 Severability. If a court of competent jurisdiction determines that any provision of this Agreement is void, illegal, or unenforceable, the other provisions hereof will remain in full force and effect, and the provision determined to be void, illegal, or unenforceable will be limited so that this Agreement will remain in effect to the fullest extent permissible by law.

8.10 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall constitute one original Agreement.

8.11 Notices. Except as otherwise provided in this Agreement, all notices or other communications by any party hereto shall be in writing, shall be sufficiently given, and shall be deemed given when actually received.

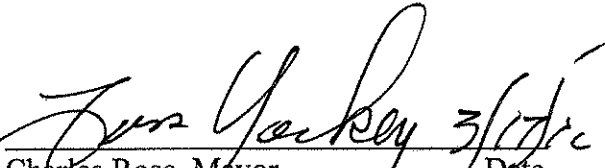
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the most recent day and year set forth below.

BOARD OF COUNTY COMMISSIONERS
CHAFFEE COUNTY, COLORADO

CITY COUNCIL, CITY OF SALIDA,
COLORADO



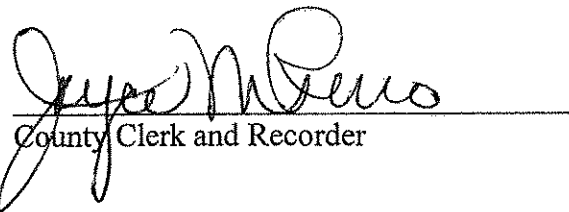
Frank Holman, Chairman

Date  3/17/17

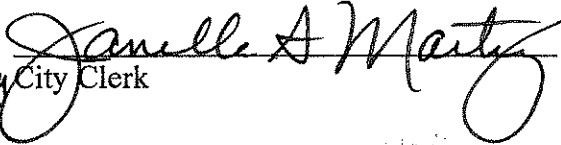
Charles Rose, Mayor Date

ATTEST:

ATTEST:



County Clerk and Recorder



Deputy City Clerk



December 26, 2017

Livestreaming Proposal **Open Media Project (Open.Media)**

The Open Media Foundation's Open.Media team has significant experience building sustainable, dynamic applications for the nonprofit and government sector with more than 100 clients served over the past 10 years.

Thank you for this opportunity to leverage our experience and partnerships to support the City of Salida with its live streaming and archiving needs.

About the Open Media Foundation:

What We Do

The Open Media Foundation (OMF) is an innovative media and technology nonprofit organization dedicated to putting the power of the media in the hands of the people, enabling everyone to engage in their community and bring about the change they wish to see in the world.

How We Do It

To accomplish our mission, we begin with providing affordable, high-end media and technology services. We follow up by offering training and tools that enable everyone to represent their own voice in the media conversation.

Project Quote:

Project Title: City of Salida Live Streaming and Video Archiving

OMP Cost: \$3,000 annually

Payment: Payments are due 30 days from contract effective date, and on the anniversary of the contract effective date of each year. Does not include custom features, custom development, custom design, or content management. (If needed, please ask for quote)

Itemized Price List:

Function:	Nonprofit Rate:
Open.Media Streaming and Transparency Software 1 year	\$3,000 per year
Year 1 Total Cost	\$3,000

Yearly Services Purchased:

Creation of **City of Salida Open.Media System**, Open.Media Automation Software Package includes:

- Software
 - Open.Media Streaming and Transparency Software Subscription
- Setup & Consultation:
 - Automated Video On Demand: All shows encoded for web, shared via YouTube, and available 24/7 via your website
 - Pre-designed Open.Media template, with logo and website banner to be provided by Client.
- Training (Limit 3 Client Attendees Per Training):
 - One online training for administrators of website & automation tools
- Support:
 - All required updates, bugfixes, and troubleshooting (Support is limited to the Open.Media system and does not include hardware, software, or network problems outside of the Open.Media system.)

Open.Media Project Process and Timeline:

Open.Media Implementation is generally a 6 week process

- **Week 1: Client Design Established:** work with client to identify branding, color-scheme, logos, banners for look-and-feel of Open.Media pages.
- **Week 1: City of Salida Open.Media Site in Development Environment:** OMF to launch shell of SalidaOpen.Media site.
- **Week 2: Training:** Open.Media to provide training on Livestream and Archive workflow.
- **Week 2: Test City of Salida Open.Media Site:** Client to review site and record sample videos, provide any requests for fixes or workflow adjustments.
- **Week 2: Finalize and Launch Open.Media Site:** Open.Media to resolve any issues or workflow adjustments on **City of Salida** Open.Media site.
- **Week 3:** Launch City of Salida Open.Media site

Terms and Conditions:

1. AGREEMENT LANGUAGE SPECIFYING THE PARTIES TO THE AGREEMENT

This Vendor Agreement and all Exhibits attached thereto, the terms of which are expressly incorporated by reference (“Agreement”) is dated as of the 15th day of January, 2018 (“Effective Date”), and is made by and between the Open Media Foundation (“OMF”), a Colorado nonprofit organization, and the City of Salida (“Client”). OMF and Client hereby agree to the scope, terms and conditions as described in, and pursuant to the terms of, this Agreement.

2. PRODUCTION SCHEDULE/DELIVERY OF PROJECT

In order to meet the website launch deadline that is determined at the beginning of the development process, Client will adhere to the following development guidelines:

Prompt Notice

Client will give timely written notice to OMF whenever Client observes or becomes aware of any development that affects the scope or timing of OMF's work, or any defect in the work of OMF.

3. WEBSITE BROWSER SUPPORT

OMF is committed to designing websites that are accessible to as many people as possible, and ensures that your OMP system is compatible with the most modern browsers for the duration of your contract with OMF. OMF supports browser compatibility for the current and prior major releases for Firefox, Chrome, Internet Explorer and Safari. When new browser versions are released, we will begin supporting the update and discontinue support for the third-oldest release of that browser.

4. CANCELLATION

OMF agrees to provide the services outlined in this project without cancellation for the term agreed-upon in this contract. In the case of client cancellation, the website will be shut down and OMF will provide an export of user/session data as well as any custom artwork developed. In most cases no refunds can be issued for annual or up-front contracts due to the nature of much of the work being done at the beginning of the contract. Any refunds provided will be determined at the sole discretion of OMF.

5. COPYRIGHT/TRADEMARK

The Client is responsible for any copyright searches, trademarks, and ownership of logos, names, and any other artwork created within the scope of the project.

6. ACCEPTANCE OF AGREEMENT

The above prices, specifications and conditions are hereby accepted. OMF is authorized to execute the project as outlined in this agreement. Payment will be made as proposed above. This agreement is not valid until signed by client and returned to OMF.

7. ENTIRE AGREEMENT

It is understood and agreed that this Agreement is made in full and complete settlement of the aforesaid actions, causes of action, claims and demands; that this Agreement contains the entire agreement between the OMF and Client; that the terms of this Agreement are contractual and not merely a recital. Furthermore, this Agreement shall be binding upon the undersigned, and his/her respective heirs, executors, administrators, personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the individual parties hereto have executed this Agreement and its effectiveness shall date from the earlier of the date first written above ("Effective Date") or the date of the last signature below.

Client Signature: _____

Title: _____

Date: _____

Open Media Foundation Signature: _____

Title: _____

Date: _____

