



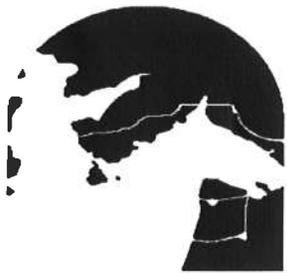
CITY OF TRINIDAD TRINIDAD, COLORADO

The City Council will hold its regular Work Session on
Tuesday, June 11, 2013 at 1:30 p.m.
City Hall Council Chambers, Third Floor, City Hall

AGENDA

1. Petitions and Communications, Oral or Written
2. Grant Projects and Multi-model Update - Louis Fineberg, Planning Director
3. Consideration of proposed contract between the State of Colorado Office of Economic Development and International Trade – Colorado Tourism Office and the City of Trinidad – Tara Marshall, Colorado Welcome Center Manager
4. Update on City Landfill – Tom Acre, City Manager
5. Discussion on process and suggested changes to the City Charter – Tom Acre, City Manager
6. Discussion of other agenda items

Individuals with disabilities needing auxiliary aid(s) may request assistance by contacting Audra Garrett, City Clerk, 135 N. Animas Street, Phone (719) 846-9843, or FAX (719) 846-4140. At least a 48 hour advance notice prior to the scheduled meeting would be appreciated so that arrangements can be made to locate the requested auxiliary aid(s).



CITY OF TRINIDAD, COLORADO
1876

COUNCIL COMMUNICATION

CITY COUNCIL MEETING: June 11, 2013
PREPARED BY: Louis Fineberg, Planning Director
DEPT. HEAD SIGNATURE:
OF ATTACHMENTS: 1 - Grant Matrix

SUBJECT: Grant Projects & Multimodal Updates

PRESENTER: Louis Fineberg

RECOMMENDED CITY COUNCIL ACTION: None

SUMMARY STATEMENT: Visual Presentation:

- City grant projects in implementation, contract and application stages.
- Progress of Multimodal Station project.

EXPENDITURE REQUIRED: No
SOURCE OF FUNDS: N/A
POLICY ISSUE: N/A
ALTERNATIVE: N/A

BACKGROUND INFORMATION:

- Grants Received:
 - Mitchell Asbestos Targeted Brownfield Assessment
 - Colorado Creative Districts
 - Historic District Loop (& Supplemental)
 - Wayfinding Signage Implementation
 - Regional Interpretive Signage
 - Welcome Center Improvements
 - Hughes Lumber Company Construction Documents
 - Water Works Building - Doors & Windows
 - Monument Lake Archeological Assessment
 - Monument Lake Construction Documents
 - Tree Inventory
 - Tree City USA
 - Trail & Greenway Master Plan
 - Old Sopris Trail
 - Boulevard Addition Nature Park
- Grants Awaiting Notice:
 - Reach 5 – Boulevard/Purgatoire River Improvement Project
- Multimodal Station Update

Grant Funding Matrix June 2013

Project	Agency	Match %	Project Cost	Grant Award	Match Amount	Funding Source	Status	Notes
Mitchell Asbestos Targeted Brownfield Assessment	CDPHE	0%	\$11,000.00	\$11,000.00	\$0.00	NA	Received	Completed
Monument Lake Archeological Assessment	State Historical Fund	0%	\$9,950.00	\$9,950.00	\$0.00	NA	Received	Completed
Colorado Creative Industries	Colorado Creative Industries	0%	\$2,000.00	\$2,000.00	\$0.00	NA	Received	Strategic Assessment Completed
Historic District Loop	CDOT	37%	\$551,292.00	\$551,292.00	\$0.00	Line Item 7903 (CIP)	Received	Design Work In Progress
Historic District Loop Supplemental	CDOT	0%	\$100,000.00	\$100,000.00	\$0.00	NA	Received	Funds Available May 2013
Old Sopris Trail	State Trails Program	30%	\$38,019.00	\$24,519.00	\$13,500.00	Line Item 9336 (Lottery)	Received	Planning In Progress
Hughes Lumber Company Construction Docs	State Historical Fund	25%	\$42,500.00	\$31,875.00	\$10,625.00	Line Item 7440 (CIP)	Received	Field Work In Progress
Welcome Center Improvements	National Scenic Byways	20%	\$351,131.00	\$280,904.00	\$70,227.00	Line Item 7440 (CIP)	Received	Field Work In Progress
Regional Interpretive Signage	CDOT	5%	\$350,000.00	\$332,500.00	\$17,500.00	Line Item 7941 (CIP)	Received	Awaiting Contract
Boulevard Addition Nature Park	GOCO	30%	\$258,400.00	\$180,880.00	\$77,520.00	Line Item 7301 (CIP)	Received	Awaiting Contract
Monument Lake Construction Docs	State Historical Fund	25%	\$40,000.00	\$30,000.00	\$10,000.00	Line Item 7643 (CIP)	Received	Appraisal/ESA In Progress
Water Works Building Doors & Windows	State Historical Fund	30%	\$49,000.00	\$34,300.00	\$14,700.00	Line Item 7476 (CIP)	Received	Contract Finalized
Wayfinding Signage Implementation	CDOT	25%	\$299,250.00	\$224,437.50	\$74,812.50	Line Item 7550 & 7551 (CIP)	Received	Contract Finalized
Tree Inventory	Colorado Tree Coalition	100%	\$4,000.00	\$4,000.00	\$0.00	Line Item 7615 (CIP)	Received	Awaiting Contract
Commercial Street Restoration Phase II	DOLA	17%	\$1,300,000.00	\$925,000.00	\$215,000.00	Line Items 7501 & 7505 (CIP)	Received	Planning In Progress
Trail and Greenway Master Plan	State Trails Program	30%	\$58,500.00	\$45,000.00	\$13,500.00	FY 2014	Received	Awaiting Contract
Tree City USA	Arbor Day Foundation	0%	\$18,000.00	\$0.00	\$18,000.00	Departmental Tree Maintenance 2012	Received	Contract Finalized
Received Subtotal		21%	\$3,483,042.00	\$2,584,365.50	\$738,676.50			
Reach 5 - Boulevard/Purgatoire River Improvement	Fishing is Fun	24%	\$127,472.00	\$90,500.00	\$30,000.00	FY 2014	5/14/2013	Presentation Round Completed
Submitted Subtotal		24%	\$127,472.00	\$90,500.00	\$30,000.00			

= Grants received & updated since January 2013 Grant Report

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CITY OF TRINIDAD, COLORADO
1876

COUNCIL COMMUNICATION

CITY COUNCIL MEETING: June 10, 2013
PREPARED BY: Tara Marshall
DEPT. HEAD SIGNATURE: *Tara Marshall*
OF ATTACHMENTS: 2

SUBJECT: Discussion regarding the upcoming 2013-2014 Welcome Center Contract and the 2013-2014 Welcome Center Budget.

PRESENTER: Tara Marshall, Welcome Center Director

RECOMMENDED CITY COUNCIL ACTION: This is for discussion at this time. We are including last year's contract for your review and are anticipating receiving the 2013-2014 contract from the Colorado Tourism Office in the next weeks.

SUMMARY STATEMENT:

Annually the City of Trinidad enters into a contract for the management of the Colorado Welcome Center. The contract is with the Colorado Tourism Office and the period of the contract each year is the state fiscal, which is July 1st to June 30th. We are anticipating receiving the contract for 2013-2014 in the upcoming weeks and at that time it will be listed as an action item on your City Council Agenda. We are including last years contract for your review. During the last three years the Welcome Center Contract has not changed. The only anticipated difference will be an additional \$2,000 will be added to annual allocation.

EXPENDITURE REQUIRED: \$17,500 which is the City's portion of the Colorado Welcome Center Budget. The Colorado Tourism portion by contract will be \$64,278

SOURCE OF FUNDS: City of Trinidad - \$17,500 from General Fund
Colorado Tourism Office - \$64,278 from State

POLICY ISSUE: Management of the Colorado Welcome Center, Trinidad

ALTERNATIVE: N/A

BACKGROUND INFORMATION:

1. 2012-2013 Welcome Center Contract
2. 2013-2014 Welcome Center Budget

STATE OF COLORADO

Office of Economic Development and International Trade—Colorado Tourism Office

Contract

with

City of Trinidad

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1. PARTIES

This Contract (hereinafter called “Contract”) is entered into by and between the City of Trinidad (hereinafter called “Contractor”), and the STATE OF COLORADO acting by and through the Office of Economic Development and International Trade - Colorado Tourism Office (hereinafter called the “State” or “OEDIT-CTO”). Contractor and the State hereby agree to the following terms and conditions.

2. EFFECTIVE DATE AND NOTICE OF NONLIABILITY

This Contract shall not be effective or enforceable until it is approved and signed by the Colorado State Controller or designee (hereinafter called the “Effective Date”). The State shall not be liable to pay or reimburse Contractor for any performance hereunder including, but not limited to, costs or expenses incurred, or be bound by any provision hereof prior to the Effective Date.

3. RECITALS

A. Authority, Appropriation, and Approval

Authority to enter into this MOU exists as the Colorado Tourism Office has been created in the Office of the Governor (24-49.7-103, C.R.S.) and the Board of Directors of the Colorado Tourism Office (the “Board”) is empowered to expend funds for the planning, advertising, promotion, assistance, and development of tourism and travel industries in the state (24-49.7-104, C.R.S.) Funds have been budgeted, appropriated and otherwise made available pursuant to 24-49.7-107, C.R.S., which exempts the Colorado Tourism Office from the provisions of the State “Procurement Code” (24-101-101 through 24-101-112, C.R.S.); and a sufficient unencumbered balance thereof remains available for payment. Required approvals, clearance and coordination have been accomplished from and with appropriate agencies.

B. Consideration

The Parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support this Contract.

C. Purpose

The State requires the operation of the State Welcome Center as described in the Statement of Work. The contractor will continue to assist the State in operations and management of the Trinidad Welcome Center.

D. References

All references in this Contract to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

4. DEFINITIONS

The following terms as used herein shall be construed and interpreted as follows:

A. Budget

“Budget” means the budget for the Work described in **Exhibit A.**

B. Contract

“Contract” means this Contract, its terms and conditions, attached exhibits, documents incorporated by reference under the terms of this Contract, and any future modifying agreements, exhibits, attachments or references incorporated herein pursuant to Colorado State law, Fiscal Rules, and State Controller Policies.

C. Contract Funds

“Contract Funds” means funds available for payment by the State to Contractor pursuant to this Contract.

D. Evaluation

“Evaluation” means the process of examining Contractor’s Work and rating it based on criteria established in **§6 and Exhibit A.**

E. Exhibits and other Attachments

The following are attached hereto and incorporated by reference herein: **Exhibit A (Statement of Work). Goods**

“Goods” means tangible material acquired, produced, or delivered by Contractor either separately or in conjunction with the Services Contractor renders hereunder.

F. Party or Parties

“Party” means the State or Contractor and “Parties” means both the State and Contractor.

G. Review

“Review” means examining Contractor’s Work to ensure that it is adequate, accurate, correct and in accordance with the criteria established in **§6 and Exhibit A.**

H. Services

“Services” means the required services to be performed by Contractor pursuant to this Contract.

I. Subcontractor

“Subcontractor” means third-parties, if any, engaged by Contractor to aid in performance of its obligations.

J. Work

“Work” means the tasks and activities Contractor is required to perform to fulfill its obligations under this Contract and **Exhibit A.**, including the performance of the Services and delivery of the Goods.

K. Work Product

“Work Product” means the tangible or intangible results of Contractor’s Work, including, but not limited to, software, research, reports, studies, data, photographs, negatives or other finished or unfinished documents, drawings, models, surveys, maps, materials, or work product of any type, including drafts.

5. TERM

A. Initial Term-Work Commencement

The Parties’ respective performances under this Contract shall commence on the later of either the Effective Date or July 1, 2012. This Contract shall terminate on June 30, 2013 unless sooner terminated or further extended as specified elsewhere herein.

6. STATEMENT OF WORK

A. Completion

Contractor shall complete the Work and its other obligations as described herein and in **Exhibit A** on or before June 30, 2013. The State shall not be liable to compensate Contractor for any Work performed prior to the Effective Date or after the termination of this Contract.

B. Goods and Services

Contractor shall procure Goods and Services necessary to complete the Work. Such procurement shall be accomplished using the Contract Funds and shall not increase the maximum amount payable hereunder by the State.

C. Employees

All persons employed by Contractor or Subcontractors to perform Work under this Contract shall be Contractor's or Subcontractors' employee(s) for all purposes hereunder and shall not be employees of the State for any purpose as a result of this Contract.

7. PAYMENTS TO CONTRACTOR

The State shall, in accordance with the provisions of this §7, pay Contractor in the amounts and using the methods set forth below:

A. Maximum Amount

The maximum amount payable under this Contract to Contractor by the State is \$62,278, as determined by the State from available funds. Payments to Contractor are limited to the unpaid obligated balance of the Contract set forth in **Exhibit A**.

i. Advance, Interim and Final Payments

Any advance payment allowed under this Contract or in **Exhibit A** shall comply with State Fiscal Rules and be made in accordance with the provisions of this Contract or such Exhibit. Contractor shall initiate any payment requests by submitting invoices to the State in the form and manner set forth in approved by the State.

ii. Interest

The State shall fully pay each invoice within 45 days of receipt thereof if the amount invoiced represents performance by Contractor previously accepted by the State. Uncontested amounts not paid by the State within 45 days shall bear interest on the unpaid balance beginning on the 46th day at a rate not to exceed one percent per month until paid in full; provided, however, that interest shall not accrue on unpaid amounts that are subject to a good faith dispute. Contractor shall invoice the State separately for accrued interest on delinquent amounts. The billing shall reference the delinquent payment, the number of day's interest to be paid and the interest rate.

iii. Available Funds-Contingency-Termination

The State is prohibited by law from making commitments beyond the term of the State's current fiscal year. Therefore, Contractor's compensation beyond the State's current Fiscal Year is contingent upon the continuing availability of State appropriations as provided in the Colorado Special Provisions. If federal funds are used to fund this Contract, in whole or in part, the State's performance hereunder is contingent upon the continuing availability of such funds. Payments pursuant to this Contract shall be made only from available funds encumbered for this Contract and the State's liability for such payments shall be limited to the amount remaining of such encumbered funds. If State or federal funds are not appropriated, or otherwise become unavailable to fund this Contract, the State may terminate this Contract immediately, in whole or in part, without further liability in accordance with the provisions hereof.

iv. Erroneous Payments

At the State's sole discretion, payments made to Contractor in error for any reason, including, but not limited to overpayments or improper payments, and unexpended or excess funds received by Contractor, may be recovered from Contractor by deduction from subsequent payments under this Contract or other contracts, grants or agreements between the State and Contractor or by other

appropriate methods and collected as a debt due to the State. Such funds shall not be paid to any person or entity other than the State.

B. Use of Funds

Contract Funds shall be used only for eligible costs identified herein and/or in the Budget.

8. REPORTING - NOTIFICATION

Reports, Evaluations, and Reviews required under this §8 shall be in accordance with the procedures of and in such form as prescribed by the State and in accordance with §19, if applicable.

A. Performance, Progress, Personnel, and Funds

Contractor shall submit a report to the State upon expiration or sooner termination of this Contract, containing an Evaluation and Review of Contractor’s performance and the final status of Contractor’s obligations hereunder. In addition, Contractor shall comply with all reporting requirements, if any, set forth in Exhibit A.

B. Litigation Reporting

Within 10 days after being served with any pleading in a legal action filed with a court or administrative agency, related to this Contract or which may affect Contractor’s ability to perform its obligations hereunder, Contractor shall notify the State of such action and deliver copies of such pleadings to the State’s principal representative as identified herein. If the State’s principal representative is not then serving, such notice and copies shall be delivered to the Executive Director of OEDIT-CTO.

C. Noncompliance

Contractor’s failure to provide reports and notify the State in a timely manner in accordance with this §8 may result in the delay of payment of funds and/or termination as provided under this Contract.

D. Subcontracts

Copies of any and all subcontracts entered into by Contractor to perform its obligations hereunder shall be submitted to the State or its principal representative upon request by the State. Any and all subcontracts entered into by Contractor related to its performance hereunder shall comply with all applicable federal and state laws and shall provide that such subcontracts be governed by the laws of the State of Colorado.

9. CONTRACTOR RECORDS

A. Maintenance

Contractor shall make, keep, maintain, and allow inspection and monitoring by the State of a complete file of all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to the Work or the delivery of Services or Goods hereunder. Contractor shall maintain such records until the last to occur of: (i) a period of three years after the date this Contract expires or is sooner terminated, or (ii) final payment is made hereunder, or (iii) the resolution of any pending Contract matters, or (iv) if an audit is occurring, or Contractor has received notice that an audit is pending, until such audit has been completed and its findings have been resolved (collectively, the “Record Retention Period”).

B. Inspection

Contractor shall permit the State, the federal government and any other duly authorized agent of a governmental agency to audit, inspect, examine, excerpt, copy and/or transcribe Contractor's records related to this Contract during the Record Retention Period for a period of three years following termination of this Contract or final payment hereunder, whichever is later, to assure compliance with the terms hereof or to evaluate performance hereunder. The State reserves the right to inspect the Work at all reasonable times and places during the term of this Contract, including any extensions or renewals. If the Work fails to conform to the requirements of this Contract, the State may require Contractor promptly to bring the Work into conformity with Contract requirements, at Contractor’s sole expense. If the Work cannot be brought into conformance by re-performance or other corrective measures, the State may require Contractor to take necessary action to ensure that future performance conforms to Contract requirements and exercise the remedies available under this Contract, at law or in equity, in lieu of or in conjunction with such corrective measures.

C. Monitoring

Contractor shall permit the State, the federal government, and governmental agencies having jurisdiction, in their sole discretion, to monitor all activities conducted by Contractor pursuant to the terms of this Contract using any reasonable procedure, including, but not limited to: internal evaluation procedures, examination of program data, special analyses, on-site checking, formal audit examinations, or any other procedures. All monitoring controlled by the State shall be performed in a manner that shall not unduly interfere with Contractor's performance hereunder.

D. Final Audit Report

If an audit is performed on Contractor's records for any fiscal year covering a portion of the term of this Contract, Contractor shall submit a copy of the final audit report to the State or its principal representative at the address specified herein.

10. CONFIDENTIAL INFORMATION-STATE RECORDS

Contractor shall comply with the provisions of this §10 if it becomes privy to confidential information in connection with its performance hereunder. Confidential information includes, but is not necessarily limited to, any state records, personnel records, and information concerning individuals. Such information shall not include information required to be disclosed pursuant to the Colorado Open Records Act, CRS §24-72-101, et seq.

A. Confidentiality

Contractor shall keep all State records and information confidential at all times and comply with all laws and regulations concerning confidentiality of information. Any request or demand by a third party for State records and information in the possession of Contractor shall be immediately forwarded to the State's principal representative.

B. Notification

Contractor shall notify its agent, employees, Subcontractors and assigns who may come into contact with State records and confidential information that each is subject to the confidentiality requirements set forth herein, and shall provide each with a written explanation of such requirements before permitting them to access such records and information.

C. Use, Security, and Retention

Confidential information of any kind shall not be distributed or sold to any third party or used by Contractor or its agents in any way, except as authorized by this Contract or approved in writing by the State. Contractor shall provide and maintain a secure environment that ensures confidentiality of all State records and other confidential information wherever located. Confidential information shall not be retained in any files or otherwise by Contractor or its agents, except as permitted in this Contract or approved in writing by the State.

D. Disclosure-Liability

Disclosure of State records or other confidential information by Contractor for any reason may be cause for legal action by third parties against Contractor, the State or their respective agents. Contractor shall indemnify, save, and hold harmless the State, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related costs, incurred as a result of any act or omission by Contractor, or its employees, agents, Subcontractors, or assignees pursuant to this §10.

11. CONFLICTS OF INTEREST

Contractor shall not engage in any business or personal activities or practices or maintain any relationships which conflict in any way with the full performance of Contractor's obligations hereunder. Contractor acknowledges that with respect to this Contract, even the appearance of a conflict of interest is harmful to the State's interests. Absent the State's prior written approval, Contractor shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Contractor's obligations to the State hereunder. If a conflict or appearance exists, or if Contractor is uncertain whether a conflict or the appearance of a conflict of interest exists, Contractor shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Failure to promptly submit a disclosure statement or to follow the State's direction in regard to the apparent conflict constitutes a breach of this Contract.

12. REPRESENTATIONS AND WARRANTIES

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Contractor makes the following specific representations and warranties, each of which was relied on by the State in entering into this Contract.

A. Standard and Manner of Performance

Contractor shall perform its obligations hereunder in accordance with the highest standards of care, skill and diligence in Contractor's industry, trade, or profession and in the sequence and manner set forth in this Contract.

B. Legal Authority – Contractor Signatory

Contractor warrants that it possesses the legal authority to enter into this Contract and that it has taken all actions required by its procedures, and by-laws, and/or applicable laws to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Contract, or any part thereof, and to bind Contractor to its terms. If requested by the State, Contractor shall provide the State with proof of Contractor's authority to enter into this Contract within 15 days of receiving such request.

C. Licenses, Permits, Etc.

Contractor represents and warrants that as of the Effective Date it has, and that at all times during the term hereof it shall have and maintain, at its sole expense, all licenses, certifications, approvals, insurance, permits, and other authorizations required by law to perform its obligations hereunder. Contractor warrants that it shall maintain all necessary licenses, certifications, approvals, insurance, permits, and other authorizations required to properly perform this Contract, without reimbursement by the State or other adjustment in Contract Funds. Additionally, all employees, agents, and Subcontractors of Contractor performing Services under this Contract shall hold all required licenses or certifications, if any, to perform their responsibilities. Contractor, if a foreign corporation or other foreign entity transacting business in the State of Colorado, further warrants that it currently has obtained and shall maintain any applicable certificate of authority to transact business in the State of Colorado and has designated a registered agent in Colorado to accept service of process. Any revocation, withdrawal or non-renewal of licenses, certifications, approvals, insurance, permits or any such similar requirements necessary for Contractor to properly perform the terms of this Contract is a material breach by Contractor and constitutes grounds for termination of this Contract.

13. INSURANCE

Contractor and its Subcontractors shall obtain and maintain insurance as specified in this section at all times during the term of this Contract. All policies evidencing the insurance coverage required hereunder shall be issued by insurance companies satisfactory to Contractor and the State.

A. Contractor

i. Public Entities

If Contractor is a "public entity" within the meaning of the Colorado Governmental Immunity Act, CRS §24-10-101, et seq., as amended (the "GIA"), then Contractor shall maintain at all times during the term of this Contract such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA. Contractor shall show proof of such insurance satisfactory to the State, if requested by the State. Contractor shall require each contract with a Subcontractor that is a public entity, to include the insurance requirements necessary to meet such Subcontractor's liabilities under the GIA.

ii. Non-Public Entities

If Contractor is not a "public entity" within the meaning of the GIA, Contractor shall obtain and maintain during the term of this Contract insurance coverage and policies meeting the same requirements set forth in §13(B) with respect to Subcontractors that are not "public entities".

B. Contractors - Subcontractors

Contractor shall require each contract with Subcontractors other than those that are public entities, providing Goods or Services in connection with this Contract, to include insurance requirements substantially similar to the following:

i. Worker's Compensation

Worker's Compensation Insurance as required by State statute, and Employer's Liability Insurance covering all of Contractor or Subcontractor employees acting within the course and scope of their employment.

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ii. General Liability

Commercial General Liability Insurance written on ISO occurrence form CG 00 01 10/93 or equivalent, covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows: (a) \$1,000,000 each occurrence; (b) \$1,000,000 general aggregate; (c) \$1,000,000 products and completed operations aggregate; and (d) \$50,000 any one fire.

If any aggregate limit is reduced below \$1,000,000 because of claims made or paid, Subcontractor shall immediately obtain additional insurance to restore the full aggregate limit and furnish to Contractor a certificate or other document satisfactory to Contractor showing compliance with this provision.

iii. Automobile Liability

Automobile Liability Insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of \$1,000,000 each accident combined single limit.

iv. Additional Insured

The State shall be named as additional insured on all Commercial General Liability and Automobile Liability Insurance policies (leases and construction contracts require additional insured coverage for completed operations on endorsements CG 2010 11/85, CG 2037, or equivalent) required of Contractor and any Subcontractors hereunder.

v. Primacy of Coverage

Coverage required of Contractor and Subcontractor shall be primary over any insurance or self-insurance program carried by Contractor or the State.

vi. Cancellation

The above insurance policies shall include provisions preventing cancellation or non-renewal without at least 30 days prior notice to Contractor and Contractor shall forward such notice to the State in accordance with §16 (Notices and Representatives) within seven days of Contractor's receipt of such notice.

vii. Subrogation Waiver

All insurance policies in any way related to this Contract and secured and maintained by Contractor or its Subcontractors as required herein shall include clauses stating that each carrier shall waive all rights of recovery, under subrogation or otherwise, against Contractor or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

C. Certificates

Contractor and all Subcontractors shall provide certificates showing insurance coverage required hereunder to the State within seven business days of the Effective Date of this Contract. No later than 15 days prior to the expiration date of any such coverage, Contractor and each Subcontractor shall deliver to the State or Contractor certificates of insurance evidencing renewals thereof. In addition, upon request by the State at any other time during the term of this Contract or any subcontract, Contractor and each Subcontractor shall, within 10 days of such request, supply to the State evidence satisfactory to the State of compliance with the provisions of this §13.

14. BREACH

A. Defined

In addition to any breaches specified in other sections of this Contract, the failure of either Party to perform any of its material obligations hereunder, in whole or in part or in a timely or satisfactory manner, constitutes a breach. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within 20 days after the institution or occurrence thereof, shall also constitute a breach.

B. Notice and Cure Period

In the event of a breach, notice of such shall be given in writing by the aggrieved Party to the other Party in the manner provided in §16. If such breach is not cured within 30 days of receipt of written notice, or if a cure cannot be completed within 30 days, or if cure of the breach has not begun within 30 days and pursued with due diligence, the State may exercise any of the remedies set forth in §15. Notwithstanding anything

to the contrary herein, the State, in its sole discretion, need not provide advance notice or a cure period and may immediately terminate this Contract in whole or in part if reasonably necessary to preserve public safety or to prevent immediate public crisis.

15. REMEDIES

If Contractor is in breach under any provision of this Contract, the State shall have all of the remedies listed in this §15 in addition to all other remedies set forth in other sections of this Contract following the notice and cure period set forth in §14(B). The State may exercise any or all of the remedies available to it, in its sole discretion, concurrently or consecutively.

A. Termination for Cause and/or Breach

The State may terminate this entire Contract or any part of this Contract. Exercise by the State of this right shall not be a breach of its obligations hereunder. Contractor shall continue performance of this Contract to the extent not terminated, if any.

i. Obligations and Rights

To the extent specified in any termination notice, Contractor shall not incur further obligations or render further performance hereunder past the effective date of such notice, and shall terminate outstanding orders and subcontracts with third parties. However, Contractor shall complete and deliver to the State all Work, Services and Goods not cancelled by the termination notice and may incur obligations as are necessary to do so within this Contract's terms. At the sole discretion of the State, Contractor shall assign to the State all of Contractor's right, title, and interest under such terminated orders or subcontracts. Upon termination, Contractor shall take timely, reasonable and necessary action to protect and preserve property in the possession of Contractor in which the State has an interest. All materials owned by the State in the possession of Contractor shall be immediately returned to the State. All Work Product, at the option of the State, shall be delivered by Contractor to the State and shall become the State's property.

ii. Payments

The State shall reimburse Contractor only for accepted performance up to the date of termination. If, after termination by the State, it is determined that Contractor was not in breach or that Contractor's action or inaction was excusable, such termination shall be treated as a termination in the public interest and the rights and obligations of the Parties shall be the same as if this Contract had been terminated in the public interest, as described herein.

iii. Damages and Withholding

Notwithstanding any other remedial action by the State, Contractor shall remain liable to the State for any damages sustained by the State by virtue of any breach under this Contract by Contractor and the State may withhold any payment to Contractor for the purpose of mitigating the State's damages, until such time as the exact amount of damages due to the State from Contractor is determined. The State may withhold any amount that may be due Contractor as the State deems necessary to protect the State against loss, including loss as a result of outstanding liens, claims of former lien holders, or for the excess costs incurred in procuring similar goods or services. Contractor shall be liable for excess costs incurred by the State in procuring from third parties replacement Work, Services or substitute Goods as cover.

B. Early Termination in the Public Interest

The State is entering into this Contract for the purpose of carrying out the public policy of the State of Colorado, as determined by its Governor, General Assembly, and/or Courts. If this Contract ceases to further the public policy of the State, the State, in its sole discretion, may terminate this Contract in whole or in part. Exercise by the State of this right shall not constitute a breach of the State's obligations hereunder. This subsection shall not apply to a termination of this Contract by the State for cause or breach by Contractor, which shall be governed by §15(A) or as otherwise specifically provided for herein.

i. Method and Content

The State shall notify Contractor of such termination in accordance with §16. The notice shall specify the effective date of the termination and whether it affects all or a portion of this Contract.

ii. Obligations and Rights

3-9

Upon receipt of a termination notice, Contractor shall be subject to and comply with the same obligations and rights set forth in §15(A)(i).

iii. Payments

If this Contract is terminated by the State pursuant to this §15(B), Contractor shall be paid an amount which bears the same ratio to the total reimbursement under this Contract as Contractor's obligations that were satisfactorily performed bear to the total obligations set forth in this Contract, less payments previously made. Additionally, if this Contract is less than 60% completed, the State may reimburse Contractor for a portion of actual out-of-pocket expenses (not otherwise reimbursed under this Contract) incurred by Contractor which are directly attributable to the uncompleted portion of Contractor's obligations hereunder; provided that the sum of any and all reimbursement shall not exceed the maximum amount payable to Contractor hereunder.

C. Remedies Not Involving Termination

The State, in its sole discretion, may exercise one or more of the following remedies in addition to other remedies available to it:

i. Suspend Performance

Suspend Contractor's performance with respect to all or any portion of this Contract pending necessary corrective action as specified by the State without entitling Contractor to an adjustment in price/cost or performance schedule. Contractor shall promptly cease performance and incurring costs in accordance with the State's directive and the State shall not be liable for costs incurred by Contractor after the suspension of performance under this provision.

ii. Withhold Payment

Withhold payment to Contractor until corrections in Contractor's performance are satisfactorily made and completed.

iii. Deny Payment

Deny payment for those obligations not performed, that due to Contractor's actions or inactions, cannot be performed or, if performed, would be of no value to the State; provided, that any denial of payment shall be reasonably related to the value to the State of the obligations not performed.

iv. Removal

Notwithstanding any other provision herein, the State may demand immediate removal of any of Contractor's employees, agents, or Subcontractors whom the State deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable, or whose continued relation to this Contract is deemed to be contrary to the public interest or the State's best interest.

v. Intellectual Property

If Contractor infringes on a patent, copyright, trademark, trade secret or other intellectual property right while performing its obligations under this Contract, Contractor shall, at the State's option (a) obtain for the State or Contractor the right to use such products and services; (b) replace any Goods, Services, or other product involved with non-infringing products or modify them so that they become non-infringing; or, (c) if neither of the foregoing alternatives are reasonably available, remove any infringing Goods, Services, or products and refund the price paid therefore to the State.

16. NOTICES and REPRESENTATIVES

Each individual identified below is the principal representative of the designating Party. All notices required to be given hereunder shall be hand delivered with receipt required or sent by certified or registered mail to such Party's principal representative at the address set forth below. In addition to, but not in lieu of a hard-copy notice, notice also may be sent by e-mail to the e-mail addresses, if any, set forth below. Either Party may from time to time designate by written notice substitute addresses or persons to whom such notices shall be sent. Unless otherwise provided herein, all notices shall be effective upon receipt.

A. State:

Al White, CTO Director
Colorado Tourism Office
1625 Broadway
Suite 2700
Denver, CO 80202
al.white@state.co.us

B. Contractor:

Ralph Gagliardi, Trinidad Interim City Manager
City of Trinidad
135 N. Animas Street
Trinidad, CO 81082
ralph.gagliardi@trinidad.co.gov

17. RIGHTS IN DATA, DOCUMENTS, AND COMPUTER SOFTWARE

Any software, research, reports, studies, data, photographs, negatives or other documents, drawings, models, materials, or Work Product of any type, including drafts, prepared by Contractor in the performance of its obligations under this Contract shall be the exclusive property of the State and, all Work Product shall be delivered to the State by Contractor upon completion or termination hereof. The State's exclusive rights in such Work Product shall include, but not be limited to, the right to copy, publish, display, transfer, and prepare derivative works. Contractor shall not use, willingly allow, cause or permit such Work Product to be used for any purpose other than the performance of Contractor's obligations hereunder without the prior written consent of the State.

18. GOVERNMENTAL IMMUNITY

Liability for claims for injuries to persons or property arising from the negligence of the State of Colorado, its departments, institutions, agencies, boards, officials, and employees is controlled and limited by the provisions of the Governmental Immunity Act §24-10-101, et seq. and the risk management statutes, CRS §24-30-1501, et seq., as amended.

19. STATEWIDE CONTRACT MANAGEMENT SYSTEM

If the maximum amount payable to Contractor under this Contract is \$100,000 or greater, either on the Effective Date or at anytime thereafter, this §19 applies.

Contractor agrees to be governed, and to abide, by the provisions of CRS §24-102-205, §24-102-206, §24-103-601, §24-103.5-101 and §24-105-102 concerning the monitoring of vendor performance on state contracts and inclusion of contract performance information in a statewide contract management system.

Contractor's performance shall be subject to Evaluation and Review in accordance with the terms and conditions of this Contract, State law, including CRS §24-103.5-101, and State Fiscal Rules, Policies and Guidance. Evaluation and Review of Contractor's performance shall be part of the normal contract administration process and Contractor's performance will be systematically recorded in the statewide Contract Management System. Areas of Evaluation and Review shall include, but shall not be limited to quality, cost and timeliness. Collection of information relevant to the performance of Contractor's obligations under this Contract shall be determined by the specific requirements of such obligations and shall include factors tailored to match the requirements of Contractor's obligations. Such performance information shall be entered into the statewide Contract Management System at intervals established herein and a final Evaluation, Review and Rating shall be rendered within 30 days of the end of the Contract term. Contractor shall be notified following each performance Evaluation and Review, and shall address or correct any identified problem in a timely manner and maintain work progress.

Should the final performance Evaluation and Review determine that Contractor demonstrated a gross failure to meet the performance measures established hereunder, the Executive Director of the Colorado Department of

Personnel and Administration (Executive Director), upon request by the OEDIT-CTO, and showing of good cause, may debar Contractor and prohibit Contractor from bidding on future contracts. Contractor may contest the final Evaluation, Review and Rating by: (a) filing rebuttal statements, which may result in either removal or correction of the evaluation (CRS §24-105-102(6)), or (b) under CRS §24-105-102(6), exercising the debarment protest and appeal rights provided in CRS §§24-109-106, 107, 201 or 202, which may result in the reversal of the debarment and reinstatement of Contractor, by the Executive Director, upon a showing of good cause.

20. GENERAL PROVISIONS

A. Assignment and Subcontracts

Contractor's rights and obligations hereunder are personal and may not be transferred, assigned or subcontracted without the prior, written consent of the State. Any attempt at assignment, transfer, subcontracting without such consent shall be void. All assignments, subcontracts, or Subcontractors approved by Contractor or the State are subject to all of the provisions hereof. Contractor shall be solely responsible for all aspects of subcontracting arrangements and performance.

B. Binding Effect

Except as otherwise provided in §20(A), all provisions herein contained, including the benefits and burdens, shall extend to and be binding upon the Parties' respective heirs, legal representatives, successors, and assigns.

C. Captions

The captions and headings in this Contract are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions.

D. Counterparts

This Contract may be executed in multiple identical original counterparts, all of which shall constitute one agreement.

E. Entire Understanding

This Contract represents the complete integration of all understandings between the Parties and all prior representations and understandings, oral or written, are merged herein. Prior or contemporaneous additions, deletions, or other changes hereto shall not have any force or effect whatsoever, unless embodied herein.

F. Indemnification

Contractor shall indemnify, save, and hold harmless the State, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related costs, incurred as a result of any act or omission by Contractor, or its employees, agents, Subcontractors, or assignees pursuant to the terms of this Contract; however, the provisions hereof shall not be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions, of the Colorado Governmental Immunity Act, CRS §24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. 2671 et seq., as applicable, as now or hereafter amended.

G. Jurisdiction and Venue

All suits or actions related to this Contract shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

H. Modification

i. By the Parties

Except as specifically provided in this Contract, modifications of this Contract shall not be effective unless agreed to in writing by the Parties in an amendment to this Contract, properly executed and approved in accordance with applicable Colorado State law, State Fiscal Rules. Modifications permitted under this Contract, other than contract amendments, shall be conform the Policies of the Office of the State Controller, including, but not limited to, the policy entitled MODIFICATIONS OF CONTRACTS - TOOLS AND FORMS.

ii. By Operation of Law

This Contract is subject to such modifications as may be required by changes in Federal or Colorado State law, or their implementing regulations. Any such required modification automatically shall be incorporated into and be part of this Contract on the effective date of such change, as if fully set forth herein.

I. Order of Precedence

The provisions of this Contract shall govern the relationship of the Parties. In the event of conflicts or inconsistencies between this Contract and its exhibits and attachments, including, but not limited to, those provided by Contractor, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:

- i. Colorado Special Provisions,
- ii. The provisions of the main body of this Contract,
- iii. Exhibit A,

J. Severability

Provided this Contract can be executed and performance of the obligations of the Parties accomplished within its intent, the provisions hereof are severable and any provision that is declared invalid or becomes inoperable for any reason shall not affect the validity of any other provision hereof, provided that the Parties can continue to perform their obligations under this Contract in accordance with its intent.

K. Survival of Certain Contract Terms

Notwithstanding anything herein to the contrary, provisions of this Contract requiring continued performance, compliance, or effect after termination hereof, shall survive such termination and shall be enforceable by the State if Contractor fails to perform or comply as required.

L. Taxes

The State is exempt from all federal excise taxes under IRC Chapter 32 (No. 84-730123K) and from all State and local government sales and use taxes under CRS §§39-26-101 and 201 et seq. Such exemptions apply when materials are purchased or services are rendered to benefit the State; provided however, that certain political subdivisions (e.g., City of Denver) may require payment of sales or use taxes even though the product or service is provided to the State. Contractor shall be solely liable for paying such taxes as the State is prohibited from paying or reimbursing Contractor for such taxes.

M. Third Party Beneficiaries

Enforcement of this Contract and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Contract are incidental to the Contract, and do not create any rights for such third parties.

N. Waiver

Waiver of any breach under a term, provision, or requirement of this Contract, or any right or remedy hereunder, whether explicitly or by lack of enforcement, shall not be construed or deemed as a waiver of any subsequent breach of such term, provision or requirement, or of any other term, provision, or requirement.

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21. COLORADO SPECIAL PROVISIONS

These Special Provisions apply to all Contracts except where noted in italics.

A. 1. CONTROLLER'S APPROVAL. CRS §24-30-202 (1).

This Contract shall not be valid until it has been approved by the Colorado State Controller or designee.

B. 2. FUND AVAILABILITY. CRS §24-30-202(5.5).

Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

C. 3. GOVERNMENTAL IMMUNITY.

No term or condition of this Contract 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, CRS §24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. §§1346(b) and 2671 et seq., as applicable now or hereafter amended.

D. 4. INDEPENDENT CONTRACTOR

Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the State. Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Unemployment insurance benefits will be available to Contractor and its employees and agents only if such coverage is made available by Contractor or a third party. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Contract. Contractor shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. Contractor shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by the State, and (c) be solely responsible for its acts and those of its employees and agents.

E. 5. COMPLIANCE WITH LAW.

Contractor shall strictly comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. 6. CHOICE OF LAW.

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. Any provision incorporated herein by reference which purports to negate this or any other Special Provision in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision shall not invalidate the remainder of this Contract, to the extent capable of execution.

G. 7. BINDING ARBITRATION PROHIBITED.

The State of Colorado does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in this Contract or incorporated herein by reference shall be null and void.

H. 8. SOFTWARE PIRACY PROHIBITION. Governor's Executive Order D 002 00.

State or other public funds payable under this Contract shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies and warrants that, during the term of this Contract and any extensions, Contractor has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Contractor is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Contract, including, without limitation, immediate termination of this Contract and any remedy consistent with federal copyright laws or applicable licensing restrictions.

I. 9. EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. CRS §§24-18-201 and 24-50-507.

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Contract. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor's services and Contractor shall not employ any person having such known interests.

J. 10. VENDOR OFFSET. CRS §§24-30-202 (1) and 24-30-202.4.

[Not applicable to intergovernmental agreements] Subject to CRS §24-30-202.4 (3.5), the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: (a) unpaid child support debts or child support arrearages; (b) unpaid balances of tax, accrued interest, or other charges specified in CRS §39-21-101, et seq.; (c) unpaid loans due to the Student Loan Division of the Department of Higher Education; (d) amounts required to be paid to the Unemployment Compensation Fund; and (e) other unpaid debts owing to the State as a result of final agency determination or judicial action.

K. 11. PUBLIC CONTRACTS FOR SERVICES. CRS §8-17.5-101.

[Not applicable to agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental agreements, or information technology services or products and services] Contractor certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this Contract and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Contract, through participation in the E-Verify Program or the State program established pursuant to CRS §8-17.5-102(5)(c), Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract or enter into a contract with a Subcontractor that fails to certify to Contractor that the Subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract. Contractor (a) shall not use E-Verify Program or State program procedures to undertake pre-employment screening of job applicants while this Contract is being performed, (b) shall notify the Subcontractor and the contracting State agency within three days if Contractor has actual knowledge that a Subcontractor is employing or contracting with an illegal alien for work under this Contract, (c) shall terminate the subcontract if a Subcontractor does not stop employing or contracting with the illegal alien within three days of receiving the notice, and (d) shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to CRS §8-17.5-102(5), by the Colorado Department of Labor and Employment. If Contractor participates in the State program, Contractor shall deliver to the contracting State agency, Institution of Higher Education or political subdivision, a written, notarized affirmation, affirming that Contractor has examined the legal work status of such employee, and shall comply with all of the other requirements of the State program. If Contractor fails to comply with any requirement of this provision or CRS §8-17.5-101 et seq., the contracting State agency, institution of higher education or political subdivision may terminate this Contract for breach and, if so terminated, Contractor shall be liable for damages.

L. 12. PUBLIC CONTRACTS WITH NATURAL PERSONS. CRS §24-76.5-101.

Contractor, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that he or she (a) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (b) shall comply with the provisions of CRS §24-76.5-101 et seq., and (c) has produced one form of identification required by CRS §24-76.5-103 prior to the effective date of this Contract.

SPs Effective 1/1/09

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22. SIGNATURE PAGE

Contract Routing Number

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

* Persons signing for Contractor hereby swear and affirm that they are authorized to act on Contractor's behalf and acknowledge that the State is relying on their representations to that effect.

<p>CONTRACTOR City of Trinidad By: Ralph Gagliardi Title: Interim Manager, City of Trinidad</p> <p><i>Ralph Gagliardi</i> *Signature</p> <p>Date: <u>6-19-12</u></p>	<p>STATE OF COLORADO John W. Hickenlooper, Governor Office of Economic Development and International Trade Colorado Tourism Office</p> <p><i>Al White</i></p> <p>By: Al White, Director Signatory avers to the State Controller or delegate that Contractor has not begun performance or that a Statutory Violation waiver has been requested under Fiscal Rules</p> <p>Date: <u>6/15/12</u></p>
	<p>LEGAL REVIEW John W. Suthers, Attorney General</p> <p>By: _____ Signature - Assistant Attorney General</p> <p>Date: _____</p>

ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State Contracts. This Contract is not valid until signed and dated below by the State Controller or delegate. Contractor is not authorized to begin performance until such time. If Contractor begins performing prior thereto, the State of Colorado is not obligated to pay Contractor for such performance or for any goods and/or services provided hereunder.

STATE CONTROLLER
David J. McDermott, CPA

By: *Michelle Zale*

Michelle Zale, Controller, Office of Economic Development and International Trade

Date: 6-29-12

EXHIBIT A – STATEMENT OF WORK

1. GENERAL DESCRIPTION

The contractor shall operate as a State of Colorado Welcome Center, as referred to as, "CWCT" and offer customer service and Colorado travel information to visitors.

2. DEFINITIONS

The State of Colorado Welcome Center is defined as the building located at:
309 Nevada Avenue

Trinidad, Colorado, 81082

Visitors are defined as any person(s) stopping at CWCT.

3. CONTRACTOR'S OBLIGATIONS

- a) CWCT will recruit, select and employ a Welcome Center Manager (WC Manager) and any staff necessary to operate the Welcome Center as CWCT's employees. The Colorado Tourism Director shall have the right to approve the employees CWCT has selected as manager and staff to perform work as outlined in "this Exhibit A". If work is performed unsatisfactorily by any CWCT employee during the term of "this Exhibit A", the State may require that CWCT take appropriate corrective action or require CWCT to select different employee(s) to perform the work. The State may have the right to approve CWCT's selection before a new Welcome Center employee's work begins. The State shall have the right to closely monitor CWCT's performance and to require the submission of monthly reports in the manner and form directed by the State;
- b) CWCT shall recruit, select, supervise and appropriately recognize the efforts of volunteers necessary to operate the Welcome Center;
- c) The WC Manager will hold at least six meetings for the volunteer travel counselors per year, presenting CTO updates and offering opportunities to the travel industry to make presentations to the travel counselors. The WC Manager shall provide documentation of such meetings to the CTO.
- d) The WC Manager will maintain the Welcome Center property in good condition, keeping the premises accessible and clean;
- e) The WC Manager will communicate with the CWC Program Manager concerning any building closings or emergency situations;
- f) The WC Manager will obtain written approval from the Director of the CTO to use the Welcome Center facilities for any purpose other than standard operations, i.e. non-CTO sponsored surveys and activities;
- g) CWCT will provide all utilities, liability insurance for the Premises and Workers Compensation Insurance for the employees of the WC and shall provide the State with a certificate of insurance;
- h) The WC Manager shall submit to the Welcome Center Program Manager the monthly visitation (domestic and foreign) reports, recorded email opt-

ins, origination reports, goals reports, updates on activities with staff and volunteers and any special promotion inventory by noon on the twenty-ninth day of each month, unless other arrangements are specified in advance;

- i) On a quarterly basis, the WC manager will offer hospitality and state tourism attractions training for Welcome Center staff and volunteer travel counselors by working with the communities of Colorado and shall provide documentation of such training to the Program Manager of the CTO;
- j) The WC manager will provide official CWC training to all travel counselors. At least once a year, the manager will provide training to travel counselors by traveling to the pre-approved designated travel region for a study tour. At least once a year, the manager will provide classroom instruction with DVD's on customer service, Welcome Center operations and state travel regions;
- k) The WC manager will conduct training sessions at least once a year and as necessary for travel counselors on the official state travel resources, including the Official State Vacation Guide, www.Colorado.com, and the Official State Map;
- l) The WC manager will attend and participate in all Welcome Center Manager's Meetings, Welcome Center promotional programs, attend the "CTO Day at the Capitol," TIAC Reception, the "Discover Colorado" Tourism Rally, and the annual Colorado Governor's Tourism Conference unless prior notice is provided and agreed upon;
- m) The CWCT, WC manager, staff and volunteers will interact with travelers in such a way as to provide information on events, attractions, activities and accommodations throughout the state without bias to any community, organization, association or business. This is not intended to prohibit the CWCT from providing information on local and regional events, attractions, activities and accommodations;
- n) The CWCT, WC manager, staff and volunteers will operate the Welcome Center from 8:00 A.M. until 6:00 P.M. during the summer season (beginning Memorial Day weekend in May through Labor Day) and from 8:00 A.M. until 5:00 P.M. during the winter season (the Tuesday after Labor Day through the Friday before Memorial Day weekend in May); unless circumstances do not allow and prior notice is provided and agreed upon.
- o) The CWCT will display a large wall state map at the Welcome Center provided by the State;
- p) The CWCT will prohibit advertising displays, signs, or posters, solicitations or sales transactions of any kind on those portions of the Premises used for Welcome Center operations; unless approved by the Colorado Tourism Office, such as those for the "Transparency Program";
- q) The CWCT will comply with the CWC Brochure Distribution Guidelines by maintaining a minimum of 90 percent of the required brochures listed in the policy as "Required Brochures for Display at a Colorado Welcome Center."

Obtain State approval of all brochures and pamphlets prior to display or distribution. State approval will be based on the brochure distribution guidelines contained in the Managers Operation Manual for the Colorado Welcome Center Program. This is not intended to prevent or prohibit the CWCT from displaying any brochures or pamphlets in an area reserved by the CWCT for information on local events, attractions, activities and accommodations;

- r) If applicable, the CWCT will use existing state-owned furnishings and equipment for Welcome Center operations and report annually to the state on the condition and status of such furnishings and equipment;
- s) The CWCT and the WC manager will comply with the policy and procedures contained in the "Manager's Operations Manual."
- t) The CWCT will participate fully in an annual assessment of Colorado Welcome Center services and operations and implement assessment findings and suggestions. The CWCT and the CWC Program Manager will work together to develop an implementation plan and timeline.
- u) The CWCT or the WC manager will contact the CTO for approval before releasing any information to the media on subject matter pertaining to the Welcome Centers or the CTO.

Measurables

- 1. Visitation goal: minimum of 70,500 recorded visitors
- 2. Minimum number of Volunteer Travel Counselors: 45
- 3. Minimum number of group Volunteer Training Sessions: 4
- 4. Minimum number of Opt in e-mails: 2,000
- 5. Minimum number of study tours conducted: 1
- 6. Training for every new travel councilor

4. PERSONNEL

Tara Marshall – CWCT Manager
Carol Patrick – CWCT Assistant Manager

4.1. Responsible Administrator

Contractor's performance hereunder shall be under the direct supervision of Tara Marshall, an employee or agent of Contractor, who is hereby designated as the responsible administrator of this Contract.

4.2 Replacement

Contractor shall immediately notify the State if any Key Personnel cease to serve. Provided there is a good-faith reason for the change, if Contractor wishes to replace its Key Personnel, it shall notify the State and seek its approval. Such approval is at the State's sole discretion, as the State issued this Contract in part reliance on Contractor's representations regarding Key Personnel. Such notice shall specify why the change is necessary, who the proposed replacement is, what their qualifications are, and when the change

would take effect. Anytime Key Personnel cease to serve, the State, in its sole discretion, may direct Contractor to suspend Work until such time as their replacements are approved. All notices sent under this subsection shall be sent in accordance with the Notices and Representatives provisions of this Contract.

5. ACCEPTANCE CRITERIA

1. Monthly reports that contain assessment implementation plans and progress updates related to annual assessment findings when applicable
2. Monthly Domestic and Foreign Visitation Report
3. Monthly Opt in email Report
4. Monthly Origination Report
5. Monthly Goals Progress Report
6. Monthly written update on center activities with staff and or community
7. Monthly special promotion inventory (when applicable)

5. PAYMENTS

Payments shall be made in accordance with the provisions set forth in the Contract and this **Exhibit A** and are scheduled as follows:

The State, in consideration for the services to be provided by the CWCT during the term of this SOW, shall pay the CWCT upon receipt and approval of invoices from the CWCT summarizing personnel, volunteer training and enhancement, travel, and major categories of operating and capital outlay expenses incurred for the operation of the Welcome Center. CWCT should request payment at least quarterly and no more frequently than monthly.

A letter requesting reimbursement payments for expenditures to operate a CWC for a specific period of time should be sent to the CWC Program Manager. This letter should be accompanied with copies of all invoices, including backup documentation. These can be mailed or sent electronically.

6. ADMINISTRATIVE REQUIREMENTS

7.1. Accounting

- 7.1.1. At all times from the Effective Date of this Contract until completion of the Work, Contractor shall maintain properly segregated books of State Contract Funds, matching funds, and other funds associated with the Work.
- 7.1.2. All receipts and expenditures associated with the Work shall be documented in a detailed and specific manner, and shall accord with the Budget set forth herein.
- 7.1.3. Contractor shall make and maintain accounting and financial books and records documenting its performance under the Contract in a form consistent with good accounting practices.

7. BUDGET

7.1. Contract Funds

Welcome Center Salary and Benefits	\$29,834
Welcome Center Operations	\$23,944
Volunteer Enhancement	\$7,000
Travel	\$1,500
Total	\$62,278

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Colorado Welcome Center of Trinidad Budget - July 1, 2013 to June 30, 2014

CATEGORY	SUB-CATEGORY	CTO	CITY	TOTAL
SALARY		31,834.00	\$13,000.00	\$44,834.00
	Director Salary			
	Assisstant Director Salary			
	FICA			
	MEDICARE			
	Retirement			
	Insurance			
	Total			\$0.00
OPERATIONS		23,944.00	\$0.00	\$23,944.00
	Telephone			
	Building Maintenance/Cleaning			
	Office/Computer Supplies			
	Utilities			
	Small Equipment			
	Uniforms/Nametags			
	Coffee Bar			
	Total			\$0.00
TRAVEL		1,500.00	\$2,000.00	\$3,500.00
	Welcome Center Travel			
	City of Trindiad Travel			
	Total			\$0.00
OLUNTEER ENHANCEMENT		7,000.00	\$2,500.00	\$9,500.00
	Weekend Warrior			
	Study Tour			
	Monthly Volunteer Events			
	Volunteer Training			
	Total			\$0.00
CATEGORY TOTAL				\$0.00
SUB-CATEGORY TOTAL				\$81,778.00
ANNUAL BUDGET TOTAL				\$81,778.00
	2013-2014 WELCOME CENTER BUDGET			
		CTO		\$64,278.00
		CITY		\$17,500.00
		TOTAL		\$81,778.00



CITY OF TRINIDAD, COLORADO
1876

Council Communication

City Council Work Session June 11, 2013

Prepared: June 6, 2013

Dept. Head Signature: 

of Attachments: **5**

SUBJECT: Landfill Project Status Update

Presenter: Tom Acre, City Manager

Recommended City Council Action: No formal action by City Council is required at this time. This will be a brief update on activities at the landfill.

Summary Statement: This item is a discussion of activities at the landfill related to work being done for compliance purposes and new regulations which become effective in July.

Expenditure Required: No expenditure is required at this time.

Source of Funds: Future expenditures will come out of the 2013 general fund budget as approved by City Council.

Policy Issue: Maintenance of the city landfill to remain in compliance with regulations for continued operation.

Alternative: Not applicable.

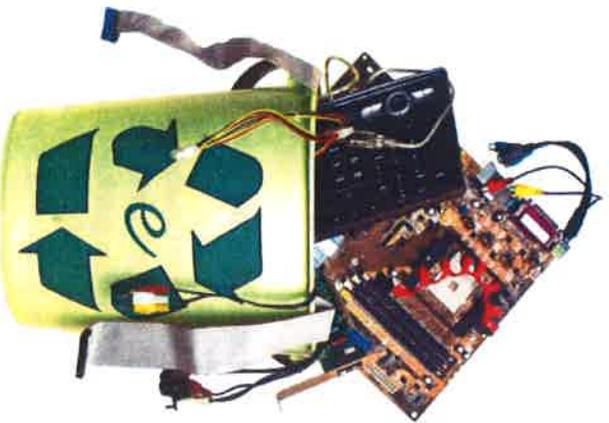
Background Information: For the past several months staff has been making operational changes, updating the landfill operational plan, waste tire plan and preparing a plan to communicate to the public on how electronic waste can be disposed since the landfill can no longer accept electronic waste.

4

2
A

PROTECT YOUR PRIVACY

You are solely responsible for protecting personal information stored on the hard drive of computers or printers prior to recycling. Simply deleting files and reformatting the hard drive does not guarantee that all of your data will be destroyed. A better approach is to use special disk-wiping software designed to protect sensitive data. Another option is to find a reputable vendor to remove your hard drive or do it yourself. You may destroy the hard drive by hammering a nail through it in several places or by deeply scratching the surface. Once you've secured your information, bring the drive to a professional recycler for disposal.



Colorado Department
of Public Health
and Environment



Please visit the Colorado Department of
Public Health and Environment's
e-waste website for additional information:

www.colorado.gov/cdphe/ewaste

YOU ARE THE KEY TO A GREENER COLORADO



RECYCLE YOUR OBSOLETE ELECTRONICS

SEE INSIDE
include in
utility bills
since June 28
July 5, 12, 19



Colorado Department
of Public Health
and Environment

WHAT YOU NEED TO KNOW ABOUT THE ELECTRONICS RECYCLING JOBS ACT

What is the Electronic Recycling Jobs Act and how does it affect me?

Senate Bill 12-133, known as the "Electronic Recycling Jobs Act," prohibits the disposal of waste electronic devices (e-waste) in Colorado landfills beginning **July 1, 2013**. This new law will have sweeping implications for consumers throughout the state, who no longer will be able to dispose of many electronics in their household trash. Industry, businesses, government agencies, institutions and schools already are subject to restrictions on disposal of electronic waste.

What devices are banned from Colorado landfills?

Waste electronic devices include televisions sets, central processing units (CPUs), computer monitors, peripherals, printers, fax machines, laptops, notebooks, ultra books, net books, electronic tablets, digital video disc (DVD) players, video cassette recorders (VCRs), radios, stereos, video game consoles and video display devices with screens greater than four inches diagonally.



Why are these materials banned from Colorado landfills?

The Electronic Recycling Jobs Act will create employment opportunities. According to the Institute for Local Self-Reliance, per ton of waste, recycling sustains 10 jobs for every one landfill job. Electronic devices should be kept out of landfills and properly recycled to recover materials and reduce the energy demands from mining and manufacturing. Electronics are made from valuable resources, such as precious metals, copper, and engineered plastics, all of which require considerable energy to process and manufacture. Recycling electronics recovers valuable materials and as a result, reduces greenhouse gas emissions, saves energy, and saves resources by extracting fewer raw materials.

What devices can still be disposed of in Colorado landfills?

Appliances, non-hazardous industrial or commercial devices, motor vehicle equipment or any type of telephone may be discarded in a Colorado landfill after the ban takes effect.

Does the ban affect the entire state?

Yes, but county commissioners may vote to opt out of the ban if no infrastructure is available and if the county cannot secure a minimum of two collection events per year or a collection facility within the county.

If I can't throw these devices away, how can I dispose of them legally?

It may be possible to donate or resell working electronic devices, although even this option is becoming more difficult as some thrift stores already are restricting what they will accept. The most environmentally responsible option is recycling, through a community collection event, manufacturer's take-back program or a reputable electronics recycling firm.



Where do I find out about collection events or recyclers?

Please see the Colorado Department of Public Health and Environment's e-waste website: www.colorado.gov/cdphe/waste for collection events and registered recyclers. Your county or municipal government is also a source of information about recyclers and collection events.

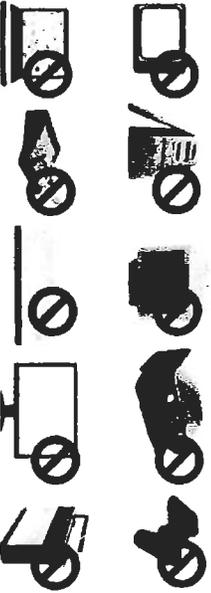
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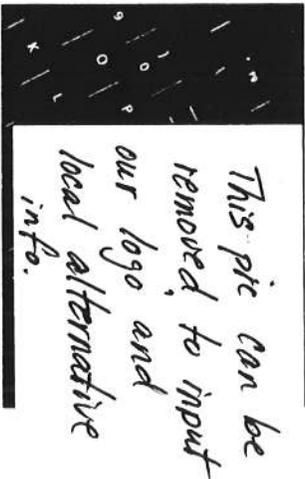


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E-WASTE

The Electronic Recycling Jobs Act, effective July 1, 2013, prohibits individuals from disposing most kinds of electronics in Colorado landfills.

for placement
in City Hall
payer
Areas

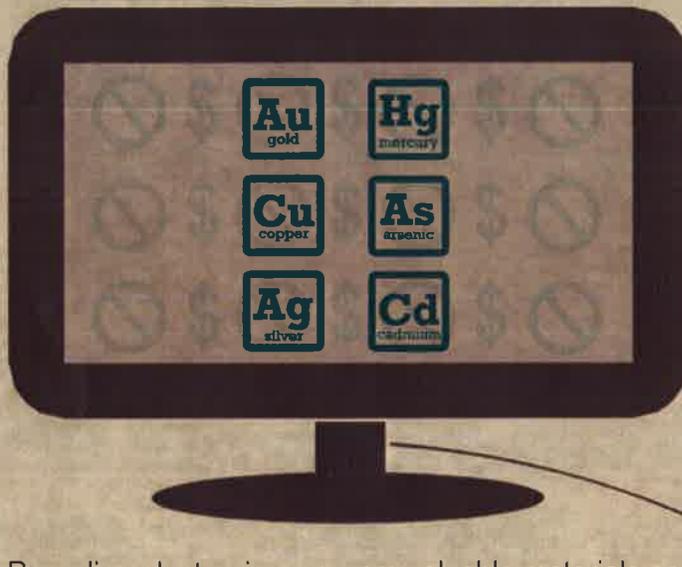
LANDFILLS NO LONGER CAN ACCEPT:



AND MORE

The full list:
www.colorado.gov/cdphe.ewaste

Electronic devices contain both valuable and hazardous materials.



Recycling electronics recovers valuable materials and therefore, reduces greenhouse gases, saves energy and saves resources by extracting fewer raw materials. Though landfills are well-lined, recycling electronics also keeps the hazardous materials out of them altogether.



For every 1 job at a landfill, there are 10 jobs in recycling operations.

DESTROY DATA BEFORE DISPOSING OF DEVICES



You are solely responsible for protecting your personal information on electronic devices.



Simply reformatting a hard drive isn't enough. You may choose to use disk-wiping software, remove and destroy the hard drive yourself, or locate a reputable vendor to do that for you.

NO LANDFILL? NO PROBLEM! ALTERNATIVE DISPOSAL OPTIONS:



thrift stores



manufacturer take-back programs



reputable e-waste recycling firm



community collection events

4-4

ATTENTION

Under Colorado law, this facility may NOT accept the following e-wastes:

-  **TELEVISION SETS**
televisiões
-  **CENTRAL PROCESSING UNITS**
unidades centrales de proceso
-  **COMPUTER MONITORS**
monitores de computadora
-  **PRINTERS OR FAX MACHINES**
Impresoras o máquinas de fax
-  **LAPTOPS OR TABLETS**
computadoras portátil o tabletas
-  **DVD PLAYERS OR VCRs**
lectores de DVDs o reproductores de video
-  **VIDEO DISPLAY DEVICES**
(with a screen greater than four inches)
dispositivo de visualización de video
(con pantalla mayor de 4 pulgadas)
-  **RADIOS OR STEREO EQUIPMENT**
transmisores de radio o equipo reproductor de música
-  **VIDEO GAME CONSOLES**
equipos de videojuego

www.colorado.gov/cdphe/ewaste

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www.colorado.gov/cdphe/ewaste

Handouts
@
landfill
* Larger size posted
@ landfill

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equipos de videojuego

www.colorado.gov/cdphe/ewaste

45

DRAFT OF PUBLIC SERVICE ANNOUNCEMENT

Newspaper, radio, website

Beginning July 1, 2013, Colorado residents may no longer discard most electronic waste in their household trash. To find out how this new law affects you, how to recycle your electronic devices properly, and how to protect your data, visit the links listed below. Information regarding local endeavors to recycle electronic waste will also be placed in upcoming utility bills from the City or you can call the City of Trinidad Landfill at 846-2538 or the Public Works Office at 846-9843 ext. 125. You are the key to a greener, Trinidad, Las Animas County and State of Colorado, so please recycle your obsolete electronics.

State of Colorado

<http://www.colorado.gov/cs/Satellite/CDPHE-HM/CBON/1251615964355>.

City of Trinidad

http://trinidad.co.gov/pages/pw_landfill/default.html

***Include a local alternative – as yet not clarified**

4-6

NOTE: The governor signed this measure on 4/20/2012.

An Act

SENATE BILL 12-133

BY SENATOR(S) Schwartz, Aguilar, King S., Newell, White, Bacon, Boyd, Carroll, Foster, Giron, Guzman, Heath, Hodge, Hudak, Jahn, Johnston, Morse, Nicholson, Roberts, Spence, Steadman, Tochtrop, Williams S., Shaffer B.;
also REPRESENTATIVE(S) Coram, Court, Fields, Fischer, Hamner, Hullinghorst, Jones, Kefalas, Kerr A., Labuda, Pabon, Pace, Singer, Todd, Tyler, Vigil, Wilson, Young.

CONCERNING THE DIVERSION OF ELECTRONIC DEVICES FROM LANDFILLS.

Be it enacted by the General Assembly of the State of Colorado:

SECTION 1. In Colorado Revised Statutes, **add** part 3 to article 17 of title 25 as follows:

PART 3 ELECTRONIC DEVICE RECYCLING

25-17-301. Short title. THIS PART 3 SHALL BE KNOWN AND MAY BE CITED AS THE "ELECTRONIC RECYCLING JOBS ACT".

25-17-302. Definitions. AS USED IN THIS PART 3, UNLESS THE CONTEXT OTHERWISE REQUIRES:

Capital letters indicate new material added to existing statutes; dashes through words indicate deletions from existing statutes and such material not part of act.

4-7

(1) "COMMISSION" MEANS THE SOLID AND HAZARDOUS WASTE COMMISSION CREATED IN SECTION 25-15-302.

(2) "CONSUMER" MEANS A PERSON WHO HAS PURCHASED AN ELECTRONIC DEVICE PRIMARILY FOR PERSONAL OR HOME BUSINESS USE.

(3) (a) "ELECTRONIC DEVICE" MEANS A DEVICE THAT IS MARKETED BY A MANUFACTURER FOR USE BY A CONSUMER AND THAT IS:

(I) A COMPUTER, PERIPHERAL, PRINTER, FACSIMILE MACHINE, DIGITAL VIDEO DISC PLAYER, VIDEO CASSETTE RECORDER, OR OTHER ELECTRONIC DEVICE SPECIFIED BY RULE PROMULGATED BY THE COMMISSION; OR

(II) A VIDEO DISPLAY DEVICE OR COMPUTER MONITOR, INCLUDING A LAPTOP, NOTEBOOK, ULTRABOOK, OR NETBOOK COMPUTER, TELEVISION, TABLET OR SLATE COMPUTER, ELECTRONIC BOOK, OR OTHER ELECTRONIC DEVICE SPECIFIED BY RULE PROMULGATED BY THE COMMISSION THAT CONTAINS A CATHODE RAY TUBE OR FLAT PANEL SCREEN WITH A SCREEN SIZE THAT IS GREATER THAN FOUR INCHES, MEASURED DIAGONALLY.

(b) "ELECTRONIC DEVICE" DOES NOT INCLUDE:

(I) A DEVICE THAT IS PART OF A MOTOR VEHICLE OR ANY COMPONENT PART OF A MOTOR VEHICLE, INCLUDING REPLACEMENT PARTS FOR USE IN A MOTOR VEHICLE;

(II) A DEVICE, INCLUDING A TOUCH-SCREEN DISPLAY, THAT IS FUNCTIONALLY OR PHYSICALLY PART OF OR CONNECTED TO A SYSTEM OR EQUIPMENT DESIGNED AND INTENDED FOR USE IN ANY OF THE FOLLOWING SETTINGS, INCLUDING DIAGNOSTIC, MONITORING, OR CONTROL EQUIPMENT:

(A) INDUSTRIAL;

(B) COMMERCIAL, INCLUDING RETAIL;

(C) LIBRARY CHECKOUT;

(D) TRAFFIC CONTROL;

(E) SECURITY, SENSING, MONITORING, OR COUNTERTERRORISM;

(F) BORDER CONTROL;

(G) MEDICAL; OR

(H) GOVERNMENTAL OR RESEARCH AND DEVELOPMENT;

(III) A DEVICE THAT IS CONTAINED WITHIN ANY OF THE FOLLOWING:

(A) A CLOTHES WASHER OR DRYER;

(B) A REFRIGERATOR, FREEZER, OR REFRIGERATOR AND FREEZER;

(C) A MICROWAVE OVEN OR CONVENTIONAL OVEN OR RANGE;

(D) A DISHWASHER;

(E) A ROOM AIR CONDITIONER, DEHUMIDIFIER, OR AIR PURIFIER; OR

(F) EXERCISE EQUIPMENT;

(IV) A DEVICE CAPABLE OF USING COMMERCIAL MOBILE RADIO SERVICE, AS DEFINED IN 47 CFR 20.3, THAT DOES NOT CONTAIN A VIDEO DISPLAY AREA GREATER THAN FOUR INCHES, MEASURED DIAGONALLY; OR

(V) A TELEPHONE.

(4) "LANDFILL" MEANS A SOLID WASTES DISPOSAL SITE AND FACILITY, AS THAT TERM IS DEFINED IN SECTION 30-20-101 (8), C.R.S.

(5) "PERIPHERAL" MEANS A KEYBOARD, MOUSE, OR OTHER DEVICE THAT IS SOLD EXCLUSIVELY FOR EXTERNAL USE WITH A COMPUTER AND PROVIDES INPUT OR OUTPUT INTO OR FROM A COMPUTER.

(6) "PROCESSING FOR REUSE" MEANS A METHOD, TECHNIQUE, OR PROCESS BY WHICH ELECTRONIC DEVICES THAT WOULD OTHERWISE BE DISPOSED OF OR DISCARDED ARE INSTEAD SEPARATED, PROCESSED, AND RETURNED TO THEIR ORIGINAL INTENDED PURPOSES OR TO OTHER USEFUL PURPOSES AS ELECTRONIC DEVICES.

(7) "RECYCLE" OR "RECYCLING" MEANS PROCESSING, INCLUDING DISASSEMBLING, DISMANTLING, SHREDDING, AND SMELTING, AN ELECTRONIC DEVICE OR ITS COMPONENTS TO RECYCLE A USEABLE COMPONENT, COMMODITY, OR PRODUCT, INCLUDING PROCESSING FOR REUSE. "RECYCLING", WITH RESPECT TO ELECTRONIC DEVICES, DOES NOT INCLUDE ANY PROCESS DEFINED AS INCINERATION UNDER APPLICABLE LAWS OR RULES.

(8) "STATE AGENCY" MEANS ANY DEPARTMENT, COMMISSION, COUNCIL, BOARD, BUREAU, COMMITTEE, INSTITUTION OF HIGHER EDUCATION, AGENCY, OR OTHER GOVERNMENTAL UNIT OF THE EXECUTIVE, LEGISLATIVE, OR JUDICIAL BRANCH OF STATE GOVERNMENT.

(9) (a) "VIDEO DISPLAY DEVICE" MEANS:

(I) AN ELECTRONIC DEVICE WITH AN OUTPUT SURFACE THAT DISPLAYS OR IS CAPABLE OF DISPLAYING MOVING GRAPHICAL IMAGES OR VISUAL REPRESENTATIONS OF IMAGE SEQUENCES OR PICTURES THAT SHOW A NUMBER OF QUICKLY CHANGING IMAGES ON A SCREEN TO CREATE THE ILLUSION OF MOTION; OR

(II) AN ELECTRONIC DEVICE WITH A VIEWABLE SCREEN OF FOUR INCHES OR LARGER, MEASURED DIAGONALLY, THAT CONTAINS A TUNER THAT LOCKS ON TO A SELECTED CARRIER FREQUENCY OR CABLE SIGNAL AND IS CAPABLE OF RECEIVING AND DISPLAYING TELEVISION OR VIDEO PROGRAMMING VIA BROADCAST, CABLE, OR SATELLITE.

(b) "VIDEO DISPLAY DEVICE" INCLUDES A DEVICE THAT IS AN INTEGRAL PART OF THE DISPLAY AND CANNOT EASILY BE REMOVED FROM THE DISPLAY BY THE CONSUMER AND THAT PRODUCES THE MOVING IMAGE ON THE SCREEN. A VIDEO DISPLAY DEVICE MAY USE A CATHODE RAY TUBE, LIQUID CRYSTAL DISPLAY, GAS PLASMA, DIGITAL LIGHT PROCESSING, OR OTHER IMAGE-PROJECTION TECHNOLOGY.

(c) "VIDEO DISPLAY DEVICE" DOES NOT INCLUDE A DEVICE THAT IS PART OF A MOTOR VEHICLE OR ANY COMPONENT PART OF A MOTOR VEHICLE ASSEMBLED BY, OR FOR, A VEHICLE MANUFACTURER OR FRANCHISED DEALER, INCLUDING REPLACEMENT PARTS FOR USE IN A MOTOR VEHICLE.

25-17-303. Landfill ban - rules. BY JULY 1, 2013, A PERSON SHALL

NOT DISPOSE OF AN ELECTRONIC DEVICE OR A COMPONENT OF AN ELECTRONIC DEVICE IN A LANDFILL IN THIS STATE; EXCEPT THAT A BOARD OF COUNTY COMMISSIONERS FOR A COUNTY THAT DOES NOT HAVE AT LEAST TWO ELECTRONIC WASTE RECYCLING EVENTS PER YEAR OR AN ONGOING ELECTRONIC WASTE RECYCLING PROGRAM THAT SERVES RESIDENTS OF THE COUNTY MAY, BY MAJORITY VOTE OF THE COMMISSIONERS AND IN COMPLIANCE WITH THE REQUIREMENTS OF THIS SECTION, EXEMPT ITS RESIDENTS FROM THE BAN ESTABLISHED BY THIS SECTION. A COUNTY SHALL MAKE A GOOD FAITH EFFORT TO SECURE THE ELECTRONIC WASTE RECYCLING SERVICES BEFORE THE BOARD OF COMMISSIONERS MAY EXEMPT THE COUNTY'S RESIDENTS FROM THE LANDFILL BAN. AN EXEMPTION FROM THE LANDFILL BAN IS VALID FOR TWO YEARS, AFTER WHICH THE BOARD MAY VOTE ON ANOTHER TWO-YEAR EXEMPTION AFTER AGAIN MAKING A GOOD FAITH EFFORT TO SECURE A VENDOR TO PROVIDE THE RECYCLING SERVICES. A COUNTY IS NOT REQUIRED TO PAY FOR THE RECYCLING SERVICES. COUNTIES THAT CURRENTLY DO NOT HAVE SUCH SERVICES ARE ENCOURAGED TO WORK WITH THE DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT AND OTHER ENTITIES, SUCH AS THE COLORADO ASSOCIATION FOR RECYCLING, OR ITS SUCCESSOR ORGANIZATION, TO FIND AN ELECTRONICS RECYCLING VENDOR THAT WILL SERVE THAT COUNTY.

25-17-304. State electronic device recycling - rules.

(1) EFFECTIVE JULY 1, 2013, EACH STATE AGENCY SHALL RECYCLE ITS ELECTRONIC DEVICES. THE AGENCY SHALL USE ONLY A RECYCLER THAT IS CERTIFIED TO A NATIONAL ENVIRONMENTAL CERTIFICATION STANDARD SUCH AS THE R2 OR E-STEWARD STANDARDS OR OTHER COMPARABLE RECYCLING OR DISPOSAL STANDARD; EXCEPT THAT THIS CERTIFICATION REQUIREMENT DOES NOT APPLY TO PROCESSING FOR REUSE CONDUCTED ON BEHALF OF STATE AGENCIES AS STIPULATED IN SECTION 17-24-106.6, C.R.S., BY THE DIVISION OF CORRECTIONAL INDUSTRIES CREATED IN SECTION 17-24-104, C.R.S. THE COMMISSION MAY ADOPT RULES TO AVOID THE USE OF CERTIFICATIONS THAT ARE NOT COMPARABLE.

(2) UPON RECEIPT OF A DEVICE, A RECYCLER THAT ACCEPTS AN ELECTRONIC DEVICE FROM A STATE AGENCY SHALL PROVIDE THE AGENCY WITH APPROPRIATE DOCUMENTATION VERIFYING THE RECYCLER'S CERTIFICATION AS REQUIRED IN SUBSECTION (1) OF THIS SECTION.

25-17-305. Immunity. (1) A RECYCLER IS NOT LIABLE FOR PERSONAL OR FINANCIAL DATA OR OTHER INFORMATION THAT A CONSUMER

OR STATE AGENCY MAY LEAVE ON AN ELECTRONIC DEVICE THAT IS COLLECTED, PROCESSED, OR RECYCLED UNLESS THE RECYCLER ACTED IN A GROSSLY NEGLIGENT MANNER.

(2) A WASTE HAULER, AS THAT TERM IS DEFINED IN SECTION 30-20-1001 (16), C.R.S., OR OWNER OR OPERATOR OF A LANDFILL OR TRANSFER STATION DOES NOT VIOLATE THIS PART 3 IF THE HAULER, OWNER, OR OPERATOR HAS MADE A GOOD-FAITH EFFORT TO COMPLY WITH THIS PART 3 BY POSTING AND MAINTAINING, IN A CONSPICUOUS LOCATION AT THE WASTE HAULER'S FACILITY, TRANSFER STATION, OR THE LANDFILL, A SIGN STATING THAT ELECTRONIC DEVICES WILL NOT BE ACCEPTED AT THE FACILITY, TRANSFER STATION, OR LANDFILL.

25-17-306. Public education. THE DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT SHALL COORDINATE WITH EXISTING PUBLIC AND PRIVATE EFFORTS REGARDING THE DEVELOPMENT AND IMPLEMENTATION OF A PUBLIC EDUCATION PROGRAM ABOUT THE RECYCLING OF ELECTRONIC DEVICES, THE REMOVAL OF DATA FROM AN ELECTRONIC DEVICE BEING OFFERED FOR RECYCLING, THE BENEFITS OF ELECTRONIC DEVICE RECYCLING, HOW TO FIND ELECTRONIC DEVICE RECYCLERS, AND IMPLEMENTATION OF THE LANDFILL BAN PURSUANT TO SECTION 25-17-303. THE DEPARTMENT SHALL PERFORM THESE FUNCTIONS WITHIN ITS EXISTING RESOURCES.

25-17-307. Charitable donations of electronic devices. (1) A CHARITABLE ORGANIZATION, AS DEFINED IN SECTION 6-16-103 (1), C.R.S., MAY:

(a) REFUSE TO ACCEPT A DONATION OF AN ELECTRONIC DEVICE; AND

(b) ESTABLISH A SURCHARGE FOR ACCEPTANCE OF A DONATION OF AN ELECTRONIC DEVICE.

25-17-308. Rules. THE COMMISSION SHALL ADOPT RULES NECESSARY TO IMPLEMENT THIS PART 3.

SECTION 2. Act subject to petition - effective date - applicability. (1) This act takes effect at 12:01 a.m. on the day following the expiration of the ninety-day period after final adjournment of the general assembly (August 8, 2012, if adjournment sine die is on May 9, 2012); except that, if a referendum petition is filed pursuant to section 1 (3)

of article V of the state constitution against this act or an item, section, or part of this act within such period, then the act, item, section, or part will not take effect unless approved by the people at the general election to be held in November 2012 and, in such case, will take effect on the date of the official declaration of the vote thereon by the governor.

(2) The provisions of this act apply to acts occurring on or after the applicable effective date of this act.

Brandon C. Shaffer
PRESIDENT OF
THE SENATE

Frank McNulty
SPEAKER OF THE HOUSE
OF REPRESENTATIVES

Cindi L. Markwell
SECRETARY OF
THE SENATE

Marilyn Eddins
CHIEF CLERK OF THE HOUSE
OF REPRESENTATIVES

APPROVED _____

John W. Hickenlooper
GOVERNOR OF THE STATE OF COLORADO

4-14



CITY OF TRINIDAD, COLORADO
1876

Council Communication

City Council Work Session June 11, 2013

Prepared: June 6, 2013

Dept. Head Signature: 

of Attachments: 2

SUBJECT: Charter Review and Update

Presenter: Tom Acre, City Manager

Recommended City Council Action: No formal action by City Council is required at this time. This will be a discussion regarding proposed changes to the Home Rule Charter. Formal action will be sought at a future meeting.

Summary Statement: This item is a discussion regarding the process to review and propose changes to the City's Home Rule Charter.

Expenditure Required: No expenditure is required at this time.

Source of Funds: Not applicable.

Policy Issue: Revision of the Home Rule Charter and potential ballot question for the November 2013 election.

Alternative: City Council could direct staff to not proceed with this item.

Background Information: Information regarding potential changes was previously provided. Attached are some suggested changes proposed for discussion. Additional suggestions may come as a result of the discussion during the work session.

5

Proposed Charter Modifications

Section	Language	Comment
6.5	(b) Hire, suspend, transfer and remove City employees for cause, except as otherwise provided in this Chapter;	Question: are any of our employees at-will? If so, this provision is giving them or rights that are not necessary. We may wish to delete the phrase "for cause."
7.1	City Attorney, Appointment & Qualifications.	Currently there is no provision for an annual evaluation. Should one be added to the Charter?
8.3	Composition of Boards or Commissions. Regarding the sentence that states: "Members of boards and commissions shall be subject to removal for just cause by a majority vote of Council."	It seems strange to me that we can remove the City Manager with or without cause, but not so a member of a board of commission?? Should we strike out "for just cause" and just leave it to am majority vote of Council?
9.14	"if such can be deter mined"	A typo that needs to be fixed; should be . . .if such can be determined. . .
Purchasing	There is no current reference to using RFP's or RFQ's, just competitive bidding. Do we need to add something about that in the charter?	
9.23	Purchases & Contracts for Improvements. "the lowest bid that meets specifications."	Should we amend to say "the lowest responsible bid that meets specifications"?
9.23	"If no bids are received or if, in the opinion of the Council, all bids received are too high, the City may enter into negotiations concerning the contract. No negotiated price shall exceed the lowest responsible bid previously received."	Not sure I understand this; especially in the case where there are no bids. If there are no bids, can the City just engage in a direct negotiation of a price, even when the expenditure is \$30,000 or more?
9.24	Contracts effective only when bond funds available.	Bond counsel has recommended that this provision be eliminated entirely.

Tom Acre

Subject: FW: Proposed Charter Changes

-----Original Message-----

From: carol.bolton@trinidad.co.gov [mailto:carol.bolton@trinidad.co.gov]

Sent: Wednesday, June 05, 2013 2:25 PM

To: Tom Acre

Cc: les.downs@trinidad.co.gov

Subject: Proposed Charter Changes

While I agree with the changes recommended by Ms. Tonoue in 2011, I think those changes are more than we should address at this time. If we are going to try to keep this simple, here are the changes I feel we should focus on now:

8.3 Composition of Boards or Commissions. Provide for appointments to all boards and commissions those who own a business in town and who have the requisite skill set to serve, yet reside in the county. (Not as ex-officio and non-voting).

9.24 Contracts Effective Only When Bond Funds Available. For obvious reasons.....

Carol