

FIRST AMENDMENT TO LEGAL SERVICES AGREEMENT

This FIRST AMENDMENT TO LEGAL SERVICES AGREEMENT ("First Amendment") is made and entered into as of May 3, 2026 ("Amendment Effective Date"), by and between the CITY OF GRAND JUNCTION, COLORADO, a Colorado home rule municipality ("City"), and JILL CENAMO, an individual ("Hearing Officer"). City and Hearing Officer may be referred to individually as a "Party" and collectively as the "Parties."

RECITALS

- A. The Parties entered into that certain Legal Services Agreement, Liquor Hearing Officer, dated December 3 2025 (the "Agreement").
- B. Under the Agreement, the City appointed Hearing Officer to serve as a Liquor Hearing Officer and to perform the duties set forth in Chapter 5.12, Article II of the Grand Junction Municipal Code and applicable state law and regulations.
- C. The City Council has determined to appoint Hearing Officer to also serve as the City's Hearing Officer for cannabis licensing matters, including as the Hearing Officer for the City's cannabis licensing authority, pursuant to Chapter 5.13 of the Grand Junction Municipal Code.
- D. The Parties desire to amend the Agreement solely to add cannabis hearing officer services and duties, while leaving all other terms and conditions of the Agreement in full force and effect.

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

1. Amendment to Section 1.1 (Appointment).

Section 1.1 of the Agreement is deleted in its entirety and replaced with the following:

1.1 Appointment. The City hereby appoints Hearing Officer to serve as a Liquor Hearing Officer under GJMC Chapter 5.12, Article II, and as Hearing Officer for the City's cannabis licensing authority under GJMC Chapter 5.13, including without limitation GJMC § 5.13.015, to perform the duties of the Hearing Officer as set forth in such code provisions and in applicable state law(s) and regulation(s) (collectively, the "Services") on an as-needed basis.

2. Amendment to Section 2.1 (Duties).

Section 2.1 of the Agreement is deleted in its entirety and replaced with the following:

2.1 Duties. Hearing Officer shall perform all duties of the Hearing Officer as provided in GJMC Chapter 5.12, Article II, and GJMC Chapter 5.13, including, without limitation:

- (a) Conducting all hearings required under applicable state and City liquor, beer, and regulated cannabis codes and regulations for the issuance of licenses;

- (b) Conducting all hearings regarding renewal of licenses, proposed changes of ownership, changes in the structure of licensed entities or licensed premises, proposed changes of location of licensed premises, and proposed modifications of premises, as applicable;
- (c) Conducting hearings on alleged violations of applicable state and City liquor, beer, and regulated cannabis codes, regulations, and special events provisions, as applicable;
- (d) Exercising the powers of the local licensing authority and the cannabis licensing authority in the conduct of such hearings, including making determinations, issuing written decisions, granting or denying motions, administering oaths, issuing subpoenas, requiring production of information, and imposing such sanctions or conditions as are authorized by applicable law; and
- (e) Performing such other hearing officer duties as are authorized or required by GJMC Chapter 5.12, GJMC Chapter 5.13, and applicable state law and regulations.

3. Amendment to Section 2.2 (Hearing Procedures).

Section 2.2 of the Agreement is deleted in its entirety and replaced with the following:

2.2 Hearing Procedures. Hearing Officer may establish procedures to be followed in actions before the local licensing authority and the cannabis licensing authority, as authorized by GJMC Chapter 5.12, GJMC Chapter 5.13, and applicable state law, provided that such procedures are consistent with applicable state and local liquor, beer, and regulated cannabis codes, special events regulations where applicable, and due process standards and requirements.

4. Amendment to Section 4.1 (Hourly Rate).

Section 4.1 of the Agreement is amended by adding the following sentence at the end thereof:

The compensation set forth in this Section 4.1 shall apply equally to Services performed by Hearing Officer in Hearing Officer's capacity as Hearing Officer for the City's cannabis licensing authority under GJMC Chapter 5.13.

5. Amendment to Section 5.1 (Compliance with Laws).

Section 5.1 of the Agreement is deleted in its entirety and replaced with the following:

5.1 Compliance with Laws. Hearing Officer shall comply with all applicable federal, state, and local laws, ordinances, regulations, and codes, including but not limited to state and City liquor, beer, and regulated cannabis codes and regulations, open meetings laws to the extent applicable, public records laws, and applicable ethical rules.

6. Amendment to Section 6.1 (Conflicts of Interest).

Section 6.1 of the Agreement is deleted in its entirety and replaced with the following:

6.1 Conflicts of Interest. Hearing Officer shall avoid conflicts of interest and the appearance of impropriety. Hearing Officer shall not represent, advise, or accept any compensation from any

liquor, beer, or regulated cannabis licensee or applicant that is or may be subject to the jurisdiction of the City's local licensing authority or cannabis licensing authority during the term of this Agreement, nor from any other person or entity whose interests are adverse to the City in any matter that may come before the Hearing Officer, except with the City's prior written consent and in full compliance with applicable rules of professional conduct and ethics.

7. Limited Scope of Amendment.

Except as expressly amended by this First Amendment, the Agreement shall remain unchanged and in full force and effect. This First Amendment is limited to adding Services related to Hearing Officer's appointment and duties as Hearing Officer for the City's cannabis licensing authority, and nothing herein shall be construed to modify, reduce, or impair Hearing Officer's existing appointment, duties, or authority under the Agreement as Liquor Hearing Officer.

8. Ratification.

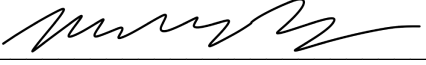
The Parties hereby ratify and reaffirm the Agreement, as amended by this First Amendment.

9. Counterparts; Electronic Signatures.


This First Amendment may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument. Signatures transmitted electronically or by facsimile shall be deemed original signatures for all purposes.

IN WITNESS WHEREOF, the Parties have executed this First Amendment as of the Amendment Effective Date first written above.

CITY OF GRAND JUNCTION, COLORADO

By: 
Name: Michael P. Bennett
Title: City Manager


ATTEST:



City Clerk



APPROVED AS TO FORM:



City Attorney

HEARING OFFICER:

/s/Jill Cenamo 5/3/26 _____

JILL CENAMO

LEGAL SERVICES AGREEMENT

Liquor Hearing Officer

This LEGAL SERVICES AGREEMENT ("Agreement") is made and entered into as of _____, 2025 ("Effective Date"), by and between the CITY OF GRAND JUNCTION, COLORADO, a Colorado home rule municipality ("City"), and JILL CENAMO, an individual ("Hearing Officer"). City and Hearing Officer may be referred to individually as a "Party" and collectively as the "Parties."

RECITALS

A. The City, acting as local licensing authority, has established the position of Hearing Officer pursuant to Chapter 5.12, Article II of the Grand Junction Municipal Code ("GJMC").

B. The City desires to appoint Hearing Officer as a Liquor Hearing Officer to conduct hearings and perform related duties on an as-needed basis when the regular Hearing Officer position is vacant or when otherwise requested by the City.

C. Hearing Officer is qualified, willing, and able to perform such services and desires to contract with the City as an independent contractor and not as an employee.

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

1. APPOINTMENT; NATURE OF ENGAGEMENT.

1.1 Appointment. The City hereby appoints Hearing Officer to serve as a vacancy Liquor Hearing Officer under GJMC Chapter 5.12, Article II, to perform the duties of the Hearing Officer as set forth in GJMC Chapter 5.12, Article II and applicable state law(s) and regulation(s) ("Services") on an as-needed basis.

1.2 Independent Contractor Status. Hearing Officer shall perform all services under this Agreement as an independent contractor. Nothing in this Agreement shall be construed to create the relationship of employer and employee, principal and agent, or a partnership or joint venture between the City and Hearing Officer. Hearing Officer shall have no authority to bind the City except as expressly provided by law and this Agreement.

1.3 No Exclusivity. The City does not grant, and Hearing Officer does not receive, any exclusive right to provide Services to the City. The City may appoint and utilize other hearing officer(s) or take such other action(s) as it deems necessary or appropriate in its discretion.

2. SCOPE OF SERVICES.

2.1 Duties. Hearing Officer shall perform all duties of the Hearing Officer as provided in GJMC Chapter 5.12, Article II, including, without limitation:

- (a) Conducting all hearings required under applicable state and City liquor and beer codes and regulations for the issuance of licenses;
- (b) Conducting all hearings regarding renewal of licenses, proposed changes of ownership, changes in the structure of licensed premises, and proposed changes of location of licensed premises;
- (c) Conducting hearings on alleged violations of state and City liquor and beer codes, regulations, and special events provisions; and
- (d) Exercising the powers of the local licensing authority in the conduct of such hearings, making determinations, and issuing written decisions, as provided by law.

2.2 Hearing Procedures. Hearing Officer may establish procedures to be followed in actions before the Local Licensing Authority, as authorized by GJMC Chapter 5.12 and applicable state law, provided that such procedures are consistent with state and local liquor and beer codes, special events regulations, and applicable due process standards and requirements.

2.3 Impartiality and Recusal. Hearing Officer shall at all times act as a neutral and impartial decision maker. Hearing Officer shall disclose any actual or potential conflict of interest relating to any matter and shall recuse from any proceeding if required by applicable law, rules of professional conduct, or ethics rules adopted by the City.

2.4 Records and Decisions. Hearing Officer shall as necessary prepare or cause to be prepared written findings and decisions in connection with matters heard, and shall maintain adequate records of hearings in a manner consistent with applicable law and City policies. All such records shall be City records and shall be delivered to the City upon request or upon termination of this Agreement.

3. TERM AND TERMINATION.

3.1 Term. The term of this Agreement shall commence on the Effective Date and shall continue for an indeterminate period until terminated as provided in this Agreement.

3.2 At-Pleasure Service. Hearing Officer serves at the pleasure of the City Council as provided in GJMC Chapter 5.12. The City Council may terminate Hearing Officer's appointment and this Agreement at any time, with or without cause, upon written notice to Hearing Officer.

3.3 Termination by Hearing Officer. Hearing Officer may terminate this Agreement for any reason upon thirty (30) days' written notice to the City, provided that Hearing Officer shall

complete all hearings already commenced unless otherwise directed by the City or unless recusal is required.

3.4 Effect of Termination. Upon termination, Hearing Officer shall be entitled to payment for services performed and reimbursable expenses incurred through the effective date of termination, but shall not be entitled to any additional compensation, damages, or lost profits.

4. COMPENSATION AND EXPENSES.

4.1 Hourly Rate. In consideration of the services provided under this Agreement, the City shall pay Hearing Officer at the rate of Two Hundred Dollars (\$200.00) per hour for time reasonably and necessarily expended in performing services, including time spent preparing for, conducting, and following up on hearings, drafting orders and decisions, and communicating with City staff as necessary to perform the Services and other duties of Hearing Officer.

4.2 Invoicing and Payment. Hearing Officer shall submit itemized invoices no less than monthly to the City, in a form reasonably acceptable to the City, identifying dates of service, a brief description of services performed, and the time spent. The City shall pay undisputed amounts within thirty (30) days after receipt of an invoice, subject to customary City review and approval processes and the availability of appropriated funds.

4.3 Expenses. The hourly rate set forth in Section 4.1 is inclusive of routine overhead and administrative costs. The City shall reimburse Hearing Officer for reasonable, necessary, and pre-approved out-of-pocket expenses incurred in connection with the performance of Services under this Agreement, in accordance with City policy.

4.4 No Benefits. Hearing Officer acknowledges that, as an independent contractor, Hearing Officer is not entitled to and shall not receive any benefits provided by the City to its employees, including but not limited to vacation, sick leave, retirement benefits, workers' compensation coverage, unemployment insurance, or health, dental, life, or disability insurance.

5. COMPLIANCE WITH LAW; PROFESSIONAL STANDARDS.

5.1 Compliance with Laws. Hearing Officer shall comply with all applicable federal, state, and local laws, ordinances, regulations, and codes, including but not limited to state and City liquor and beer codes and regulations, open meetings laws to the extent applicable, public records laws, and applicable ethical rules.

5.2 Licensure and Qualifications. Hearing Officer represents and warrants that Hearing Officer possesses all professional qualifications, licenses, and certifications required to

perform the services contemplated by this Agreement and shall maintain such qualifications, licenses, and certifications in good standing throughout the term of this Agreement.

5.3 Professional Conduct. Hearing Officer shall perform all Services in a competent, professional, and workmanlike manner, consistent with the standards of care and diligence ordinarily exercised by qualified hearing officers and attorneys in similar circumstances in Colorado.

6. CONFLICTS OF INTEREST; ETHICS.

6.1 Conflicts of Interest. Hearing Officer shall avoid conflicts of interest and the appearance of impropriety. Hearing Officer shall not represent, advise, or accept any compensation from any licensee or applicant that is or may be subject to the jurisdiction of the City's local liquor licensing authority during the term of this Agreement, nor from any other person or entity whose interests are adverse to the City in any matter that may come before the Hearing Officer, except with the City's prior written consent and in full compliance with applicable rules of professional conduct and ethics.

6.2 Disclosure and Resolution. If a potential conflict of interest arises, Hearing Officer shall promptly disclose it in writing to the City Attorney. The City may determine whether the conflict requires recusal or other action. Hearing Officer shall abide by the City's determination.

6.3 Ethics and Gifts. Hearing Officer shall comply with all applicable City ethics policies and with any applicable state ethics laws, including any restrictions on gifts or other items of value from persons or entities with matters before the Hearing Officer.

7. CONFIDENTIALITY; PUBLIC RECORDS.

7.1 Confidential Information. In the course of performing services, Hearing Officer may receive or have access to confidential or privileged information of the City or of parties appearing before the Hearing Officer. Hearing Officer shall maintain the confidentiality of such information to the fullest extent permitted by law and shall not disclose it except as required for the performance of duties, as authorized by the City Attorney, or as required by law or court order.

7.2 Public Records. Hearing Officer acknowledges that many records relating to hearings and decisions may constitute public records subject to disclosure under the Colorado Open Records Act ("CORA"). Hearing Officer shall cooperate with the City in responding to CORA requests. Hearing Officer shall promptly provide to the City any records in Hearing Officer's possession that are requested by the City in connection with a CORA request.

7.3 Work Product. All written decisions, orders, findings, notes, recordings, and other documents or materials prepared by Hearing Officer in connection with the services under this Agreement are and shall remain the property of the City, subject to any applicable privileges and protections.

8. INSURANCE AND INDEMNIFICATION.

8.1 Insurance. Hearing Officer may maintain, at Hearing Officer's own expense, during the term of this Agreement: (a) professional liability (errors and omissions) insurance with limits reasonably appropriate for the services provided; and (b) any other insurance required by law. Upon request, Hearing Officer shall provide the City with certificates of insurance evidencing such coverage.

8.2 Indemnification of Hearing Officer. To the extent permitted by law, the City shall indemnify, defend, and hold harmless the Hearing Officer from and against any and all claims, demands, suits, liabilities, damages, losses, and expenses, including reasonable attorneys' fees and costs, to the extent caused by the negligent acts, errors, or omissions of Hearing Officer in the performance of services under this Agreement.

8.3 Limitation. Nothing in this Agreement shall be construed as a waiver by the City of any rights, immunities, privileges, monetary limitations, or other protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 et seq., as amended, or otherwise available to the City.

9. MISCELLANEOUS.

9.1 Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado, without regard to conflict of laws principles. Any action arising out of or relating to this Agreement shall be brought exclusively in the state courts located in Mesa County, Colorado.

9.2 No Third-Party Beneficiaries. This Agreement is for the sole benefit of the Parties and their permitted successors and assigns and does not create any rights in favor of any third party.

9.3 Assignment. Hearing Officer shall not assign this Agreement or any of Hearing Officer's rights or obligations hereunder without the prior written consent of the City. Any purported assignment in violation of this Section shall be void.

9.4 Notices. Any notice required or permitted under this Agreement shall be in writing and shall be deemed given when personally delivered, sent by nationally recognized overnight courier, or deposited in the United States mail, postage prepaid, certified or registered,

return receipt requested, addressed as follows (or to such other address as either Party may designate by notice):

If to City:

City of Grand Junction

Attn: City Attorney

250 N. 5th Street

Grand Junction, CO 81501

With copy to:

City Clerk

City of Grand Junction

250 N. 5th Street

Grand Junction, CO 81501

If to Hearing Officer:

Jill Cenamo

2926 Whitney Lane

Grand Junction, CO 81504

9.5 Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous negotiations, understandings, or agreements, whether written or oral, relating to such subject matter.

9.6 Amendment. This Agreement may be amended only by a written instrument executed by both Parties.

9.7 Waiver. The waiver by either Party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach. No waiver shall be effective unless in writing and signed by the Party against whom the waiver is asserted.

9.8 Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect, and the Parties shall negotiate in good faith to modify the Agreement to effectuate their original intent as closely as possible.

9.9 Appropriation. The City's obligations under this Agreement are subject to annual appropriation of funds by the City Council. If funds are not appropriated for any fiscal year, the City may terminate this Agreement upon written notice to Hearing Officer without further obligation, except for payment for services performed prior to the effective date of termination.

9.10 Counterparts; Electronic Signatures. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument. Signatures transmitted electronically or by facsimile shall be deemed original signatures for all purposes.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date first written above.

CITY OF GRAND JUNCTION, COLORADO

By: _____

Name: _____

Title: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

HEARING OFFICER:

JILL CENAMO