

CONTRACT SERVICE AGREEMENT

THIS CONTRACT SERVICE AGREEMENT is made and entered into by the City of Grand Junction, Grand Junction Parks and Recreation Department, herein referred to as "the City" and/or "the Department," and Colorado Canyons Association, herein referred to as "CCA."

TERM OF AGREEMENT

This Agreement shall begin on January 1, 2016 and continue until December 31, 2016 unless sooner terminated for any reason by written notice of termination by either party to the other. CCA is hired **at will** and may be terminated by the City prior to December 31, 2016 for any or no reason. If the party (either City or CCA) wishes to terminate the agreement, two weeks advance, written notice shall be given of such. Notice of termination of this Agreement shall become effective by personal service or mailing to the address of the other, postage prepaid. In the event of prior termination, the City shall pay compensation to CCA on a bi-weekly basis, to the time of termination.

DUTIES--RELATIONSHIP BETWEEN PARTIES

CCA shall perform services for and on behalf of the City and the Grand Junction Inspire Initiative Coalition (Coalition). CCA shall plan, organize and/or otherwise provide the services reasonably required to fully and completely perform the obligations under this Agreement. CCA agrees to provide no less than two staff members to accomplish all tasks for the purposes of planning the Inspire Initiative grant process. The City will act as fiscal agent for the Inspire Initiative so all costs associated with the work by CCA, including but not limited to, marketing and promotion, design services, community engagement, copying, mailing, supplies, and other planning process costs shall be paid by the City. The cost of office supplies, equipment, and other required items for the two CCA staff shall be paid by CCA.

CCA's services under this Agreement are generally described as and shall include, but not be limited to:

1. The assignment of two CCA staff members to assist with the work. Both staff shall spend approximately 16 hours per week on the work.
2. Participate in or direct the monthly Coalition meetings.
3. Participate in or direct any assigned sub-committee which includes meeting participation, communication to members, development of agendas and minutes, and other lead duties.
4. Work with Coalition members to develop a community participation plan for the Orchard Mesa and Riverside neighborhoods, as well organize and conduct any associated meetings.
5. Be available during normal office hours to perform work or participate in meetings/events.

The services to be provided by CCA may change from time to time as directed or described in writing by the City on behalf of the Coalition, without breaching this Agreement. CCA may not claim breach of this Agreement upon the happening of the same. Any change shall serve to amend the agreement.

The City designates Traci Wieland, Recreation Superintendent as the responsible City staff member to provide direction to CCA during the conduct of the project. CCA shall comply with the directions given by Ms. Wieland on behalf of the Coalition.

It is expressly acknowledged and understood by the parties that nothing contained in this Agreement shall result in, or be construed as establishing an employment relationship between the City and CCA or between the Coalition and CCA. CCA agrees with the following terms of its service:

CCA shall at all times perform as contract labor. As contracted labor, CCA agrees to use its best efforts to provide services on behalf of the City and the Coalition, using its own reasonable discretion and judgment to perform and provide services, work and a work product.

CCA shall incur no debt or other obligations for or on behalf of the City and/or the Coalition without prior written authorization.

CCA shall not violate any trademark, copyright or other protection of any manual, book, publication, video or other publication or intellectual property, property rights, or material. CCA shall secure at its sole expense the necessary permission or authorization to use any and all materials used, assembled, produced or compiled for City purposes.

In consideration of full performance of the work, the City agrees to compensate CCA in the monthly sum of \$1,458.33 for a total of \$17,500.00 beginning January 2016 and ending December 2016.

CAPACITY TO CONTRACT

CCA by and through the signature below represents that on behalf of CCA he has read and fully understands and agrees with the terms of this Agreement and that the Agreement and each and every term thereof is freely, voluntarily and knowingly entered into with full understanding of the attendant rights and obligations.

DATED this 7th day of January, 2016.

COLORADO CANYONS ASSOCIATION



Joe Neuhof, Executive Director

CITY OF GRAND JUNCTION

by: 

Rob Schoeber, Parks and Recreation Director