



949 E 2ND AVENUE
DURANGO CO 81301

**STANDARD FORM OF AGREEMENT
BETWEEN
CITY AND CONTRACTOR
FOR
PROFESSIONAL SERVICES**

AGREEMENT

Made as of the 1st day of January in the year 2017

BETWEEN the City: **City of Durango**
949 E 2nd Avenue
Durango CO 81301

And the Contractor: **Trails 2000**
PO Box 3868
Durango CO 81301

For the following Project: **Community Support Funding**

PART 1
CONTRACT DOCUMENTS

- 1.1 The Contract Documents consist of this Agreement, Attachments, Specifications, Addenda issued prior to the execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of the Agreement; these form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral.

PART 2
CONTRACT SUM

- 2.1 The City shall pay the Contractor monthly, in current funds, for the Contractor's performance of the Contract in the annual amount of **\$25,000.00**, subject to additions and deductions as provided in the Contract Documents.
- 2.2 Based upon Invoices submitted by the Contractor, the City shall make quarterly payments in the amount of \$6,250.00 to the Contractor.

PART 3
SCOPE OF SERVICES

- 3.1 The Contractor shall execute the entire Scope of Services described in Exhibit A, except to the extent specifically indicated in the Contract Documents to be the responsibility of others.

PART 4
DATE OF COMMENCEMENT

- 4.1 The date of commencement is the date of this Agreement, as first written above, unless a different date is stated, in writing.
- 4.2 Financial obligations of the City, payable after December 31, 2017, pursuant to this contract, are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available.

PART 5
EXTENSION OF AGREEMENT

- 5.1 Additions to this Contract Document may be made by execution of an Amended Scope of Services, subject to the rate and amount agreed upon and authorized by the Durango City Manager. Said addition and amendment shall constitute a modification of this Contract Document.

PART 6
TERMINATION OF AGREEMENT

- 6.1 This Agreement may be terminated by either party upon seven (7) days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.
- 6.2 This Agreement may be terminated by the City upon at least seven (7) days written notice to the Contractor in the event that the Project is permanently abandoned.

PART 7
NONDISCRIMINATION

- 7.1 The Contractor shall, in all hiring or employment made possible or resulting from this agreement, take affirmative action to ensure that there shall be no unlawful discrimination against any employee or applicant for employment because of sex, race, age, color, creed, national origin, marital status, sexual orientation, or the presence of any sensory, mental or physical handicap, unless based upon a bonafide occupational qualification, and this requirement shall apply to but not be limited to the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.
- 7.2 No person shall be denied or subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from this Agreement on the grounds of sex, race, color, creed, national origin, age except minimum age and retirement provisions, marital status, sexual orientation, or the presence of any sensory, mental or physical handicap.

PART 8
HOLD HARMLESS/INDEMNIFICATION

- 8.1 To the fullest extent permitted by law, the Contractor agrees to indemnify and hold harmless the City of Durango, and its officers and its employees, from and against all liability, claims, and demands, on account of any injury, loss, or damage, which arise out of or are connected with the Work, to the extent that such injury, loss, or damage, or any portion thereof, is caused by, or claimed to be caused by, the negligent act, omission, or other fault of the Contractor or any subcontractor of the Contractor, or any officer, employee, or agent of the Contractor or any subcontractor, or any other person for whom Contractor is responsible. The Contractor shall investigate, handle, respond to, and provide defense for and defend against any such liability, claims, and demands, and to bear all other costs and expenses related thereto, including court costs and attorneys' fees. The Contractor's indemnification and defense obligations shall

not be construed to extend to any injury, loss, or damage which is caused by the act, omission, or other fault of the City of Durango.

PART 9
COMPLIANCE WITH LAWS

- 9.1 It is assumed that Contractor is familiar with all federal, state, and local laws, codes, ordinances, and regulations which in any manner affect those engaged or employed in the Work or the material or equipment used in or upon the site, or in any way affect the conduct of the work or construction of the project. No pleas or claims of misunderstanding or ignorance by Contractor shall in any way serve to modify the provisions of the Agreement. Contractor shall at all times observe and comply with all federal, state, county, local, and municipal laws, codes, ordinances, and regulations in any manner affecting the conduct of the Work or the project. It is not the responsibility of Contractor to determine that this Agreement and the contract documents are in accordance with applicable laws, statutes, building codes, and regulations; however, if Contractor knows, or should have reason to know, that any of the contract documents are at variance therewith in any respect, Contractor shall promptly notify the City of Durango in writing, and any necessary changes shall be made as provided herein.

PART 10
FUTURE SUPPORT

- 10.1 The City makes no commitment and assumes no obligations for the support of Contractor's activities except as set forth in this Agreement.

PART 11
INDEPENDENT CONTRACTOR

- 11.1 There is no employment relationship created pursuant to this Agreement and the Contractor is and shall remain an independent contractor for all purposes hereunder.

PART 12
MISCELLANEOUS PROVISIONS

- 12.1 This Agreement shall be governed by the laws of the State of Colorado.
- 12.2 The City and the Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither the City nor the Contractor shall assign, sublet or transfer any interest in this Agreement without the prior written consent of the other.

- 12.3 This Agreement represents the entire and integrated agreement between the City and the Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both City and Contractor.
- 12.4 Prior to start of any phase of Professional Service, the following documents must be on file in the City's Purchasing Department.
- 12.4.1 Certificates of Insurance, as required by the Contract Documents
 - 12.4.2 Completed W-9 Form
 - 12.4.3 City of Durango Business License
- 12.5 Contractor shall be required to comply with the City of Durango Code of Conduct and Code of Ethics Policy.
- 12.6 Contractor shall be required to comply with applicable safety regulations.

PART 13
ENUMERATION OF CONTRACT DOCUMENTS

- 13.1 The Agreement is this executed Standard Form of Agreement between City and Contractor.

THIS AGREEMENT is entered into as of the date and year first written above and is executed in at least two original copies of which one is to be delivered to the Contractor and one to the City.

CITY:
CITY OF DURANGO

By: Ron LeBlanc
Ron LeBlanc
City Manager
949 E 2nd Avenue
Durango CO 81301

(SEAL)

ATTEST:

Amy Phillips
Amy Phillips
City Clerk



CONTRACTOR:

(Insert name of corporation, limited liability company, partnership or sole proprietorship)

Firm Name: Trails2000, Inc

(insert trade name or name under which corporation, company, partnership or proprietorship is doing business, if different from legal name of entity or proprietor)

doing business as Trails2000

By: [Signature]
Signature

Executive Director
Title

Dec 15, 2016
Date

DURANGO TRAILS 2000

SCOPE OF SERVICES

In 1989, Trails 2000 was created to preserve and protect Durango's existing trail network and build and maintain new systems. Today, Durango has over 300 miles of trail within 30 minutes of downtown; Trails 2000 is the leading trail organization, contributing over 3,500 hours of volunteer labor to plan, build and maintain trails on City land. The mission of the organization is to plan, build and maintain trails; educate trail users; and encourage connectivity on road, path and trail. Although Trails 2000 provides services outside Durango city limits, the services outlined in this contract are those provided inside Durango city limits including:

- **Trailwork:** Organizing volunteers for maintenance and trailwork on Durango's natural surface trails. This includes projects such as regular trail maintenance, trail re-routes and trail sustainability.
- **Education:** Educating trail users about topics related to trails, including location, difficulty, trail conditions, appropriate usage, and trail etiquette, through established organization and media channels, such as: website, press releases and social media.
- **Informational maps:** Developing printed trail maps, and distributing them to be readily available to residents and visitors at the Durango Welcome Center, local bike shops, outdoor shops, events and upon request.
- **Volunteer recruitment:** Securing over 3,500 hours of volunteer trailwork each season by recruiting volunteers to participate through various marketing channels, including traditional, digital, social and more.
- **City support:** Serving as a resource to City staff on trail-related matters, including assisting with events, promotions and providing information as requested and appropriate about upcoming projects.
- **Leadership:** Educating crew leaders through instructional courses on trail maintenance and sustainability methods, along with management of groups and working with trail partners.
- **Connectivity:** Encouraging connectivity on road, path and trail through share the trail ethics and other means of trail etiquette.
- **Youth programs:** Providing outdoor, hands-on science education and trailwork to Durango-area middle school students, focused on ecosystems and geology to better understand and instill the importance of trails in youth.
- **Grant support:** Writing support letters for grants.