

AGREEMENT FOR SPECIAL EVENT

TRAFFIC CONTROL SERVICES

THIS AGREEMENT (this "Agreement") is by and between the **TOWN OF MORRISON**, a municipal corporation organized and existing by virtue of Article XX of the *Constitution of the State of Colorado* (the "Town"), and the **CITY AND COUNTY OF DENVER**, a municipal corporation organized and existing by virtue of Article XX of the *Constitution of the State of Colorado* (the "City"), acting by and through Denver Arts & Venues ("DAV") (together, the "Parties").

WHEREAS, the City owns, and through DAV, operates the recreational and entertainment facility known as Red Rocks Amphitheatre ("Red Rocks"), located immediately outside the boundaries of the Town; and

WHEREAS, Red Rocks hosts a series of concert events through the Spring and Summer months, and other special events throughout the year (the "events"); and

WHEREAS, the events can generate significant traffic flow through the Town of Morrison; and

WHEREAS, the events also result in significant additional law enforcement and nuisance calls for service within the Town boundaries, including DUI's, traffic accidents and issuance of municipal court warrants for the same, significantly in excess of the level of such enforcement issues arising solely from the Town's small population of approximately 430; and

WHEREAS, in recognition of the impact of the events, which involve up to approximately 9500 event attendees, in contrast to the Town's small population, the Parties agree that payment by the City of a "law enforcement impact fee" in the manner set forth below is appropriate to defray the Town's expenses in dealing with event attendees before, and in particular, after the events; and

WHEREAS, in order to make attendance at the events more comfortable and convenient for the attendees, the City has requested traffic control assistance from the Town; and

WHEREAS, the Town, in order to assist the City and in order to lessen the impact of the events on its own residents and businesses, has agreed to provide traffic control services on the terms set forth below; and

WHEREAS, the Parties previously entered into an Agreement for Special Event Traffic Control Services dated October 10, 2017 (the "2017 Agreement").

THE PARTIES AGREE:

1. SCHEDULING.

- a. The City will make available to the Town an events schedule, which schedule will be updated by the City as needed throughout each concert season. The traffic control fees as set forth below will be due for each event unless notice of cancellation is received ten (10) days prior to the scheduled event. The schedule will include starting time for traffic control officer and scheduled event end time. End time may be adjusted up to two (2) days before scheduled event.
- b. Additional events can be added to the list up to seven (7) days before the event at the event cost set forth in 3.a below. In the event of less notice of an added event, an additional \$25.00 administrative fee will be added to cover expedited scheduling costs.

2. TRAFFIC CONTROL SERVICES. The Town will provide the following specific service for each event unless otherwise agreed in writing:

- a. Two officers to provide traffic control at the Y intersection immediately to the east of the central business district of Morrison and the traffic signal at Highway 8 and Stone Street for at least one hour prior to the scheduled beginning of the concert or event.
- b. The Town will provide two (2) officers for control of traffic signalization at signal lights leading into and out of Morrison beginning one hour prior to the scheduled end time of the event and lasting up to two (2) hours after the scheduled end time of the event or until such time as event traffic has lessened to the extent that traffic control is no longer necessary.

3. FEES, BILLING

- a. Traffic control fee. The City will pay to the Town the fees in the amounts shown on **Exhibit A** as the applicable "Traffic Fee." In addition to that fee, in the event that traffic control is needed for more than two (2) hours after the venue's scheduled curfew, an additional \$40.00 per hour will be billed for each officer working the additional time in one-half (1/2) hour increments.
- b. Law enforcement services impact fee. The City will pay to the Town the fees in the amounts shown on **Exhibit A** as the applicable "Impact Fee."

- c. The Town shall submit to the Executive Director of DAV on a monthly basis a statement of all services rendered and costs incurred by the Town under this Agreement. Each such statement shall contain at least the following information: the date of the event and the billable amount of each event. The City reserves the right to require such additional documentation as it deems appropriate to support the monthly statement of the Town. The City's Prompt Payment Ordinance, §§ 20-107 to 20-118, D.R.M.C., applies to invoicing and payment under this Agreement.
 - d. Any other provision of this Agreement notwithstanding, in no event shall the City be liable for payment for services rendered and expenses incurred by the Town under the terms of this Agreement for any amount in excess of the sum of \$4,000,000.00. It is understood and agreed that any payment obligation of the City hereunder, whether direct or contingent, shall extend only to funds appropriated by the Denver City Council for the purpose of this Agreement, encumbered for the purpose of the Agreement and paid into the Treasury of the City. The Town acknowledges that (i) the City does not by this Agreement, irrevocably pledge present cash reserves for payments in future fiscal years, and (ii) this Agreement is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.
 - e. The per-event fees referred to in this Section 3 may be modified in writing upon mutual agreement of the parties. Requests for modification must be made prior to October 31 for the following year.
4. TERM. This Agreement shall replace the 2017 Agreement in its entirety and, upon execution by both the City and the Town, shall be deemed effective as of January 1, 2022, and shall expire on January 1, 2031, unless otherwise terminated or extended as provided herein (the "**Term**"). On January 1, 2031, and on January 1st of each succeeding year, the Term shall automatically (and without further action of the Parties) extend for an additional one (1) year period (each, a "Renewal Term"), unless and until either City or Town, in their sole and independent discretion, provides written notice to the other party of nonrenewal of this Agreement, in the manner described in Section 15, at least six (6) months before expiration of the then-current Renewal Term.
5. COOPERATION. The Town and City agree to meet with representatives of Bandimere Raceway to negotiate event traffic impacts and coordinate efforts for their respective events.

6. AUTHORITY AND CONTROL. All Town officers providing traffic control services pursuant to this Agreement shall be deemed Town employees and shall be under the sole and exclusive authority and control of the Town.

Each Party represents and warrants that it has taken all actions that are necessary or that are required by its applicable law to legally authorize the undersigned signatories to execute this Agreement on behalf of the Party and to bind the Party to its terms. The persons executing this agreement on behalf of each Party warrant that he/she/they have full authorization to execute this Agreement.

7. LIABILITY/INSURANCE. Each Party may be self-insured as required by Colorado law, or may acquire insurance to insure the activities undertaken in this Agreement. The cost of any such insurance shall be borne exclusively by the Party obtaining such insurance and each Party shall determine what coverage if any is required.

The Parties agree that the Parties are relying upon, and have not waived, the monetary limitations and all other rights, immunities and protection provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*

8. EXAMINATION OF RECORDS. Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access, and the right to examine, copy and retain copies, at City's election in paper or electronic form, any pertinent books, documents, papers and records related to Town's performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. Town shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of three (3) years after the final payment under the Agreement or expiration of the applicable statute of limitations. When conducting an audit of this Agreement, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audits pursuant to this paragraph shall require Town to make disclosures in violation of state or federal privacy laws. Town shall at all times comply with D.R.M.C. 20-276.

9. NO DISCRIMINATION IN EMPLOYMENT. In connection with the performance of work under the Agreement, neither the Town nor the City may refuse to hire, discharge, promote, demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity, gender

expression, marital status, source of income, military status, protective hairstyle, or disability. The Town shall insert the foregoing provision in all contracts with providers, if any, of services or materials to the Town in connection with this Agreement.

10. TERMINATION.

- a. Either party has the right to terminate this Agreement, with cause, on ten (10) days written notice to the other. If this Agreement is terminated for cause, the Town shall be compensated for, and such compensation shall be limited to, (i) the sum of the amounts contained in invoices which it has submitted and which have been approved by the City, (ii) the reasonable value to the City of the work which the Town performed prior to the date of the termination notice, but which had not yet been approved for payment, and (3) the cost of any work which the City approves in writing as necessary to accomplish an orderly termination of the work.
- b. Either of the Parties may terminate this Agreement, without cause, on thirty (30) days written notice to the other Party. If this Agreement is terminated without cause, the Town shall also be compensated for any reasonable costs that has actually incurred in performing services hereunder prior to the date of termination.

11. REPRESENTATIVES.

- a. The Town's representative for communications regarding this Agreement shall be the Town Manager, telephone (303) 697-8749. Copies of any written communication shall be sent to the Morrison Town Administrator at the address first written above.
- b. The City's representative shall be Tad Bowman (or the current Venue Director for Red Rocks Amphitheatre). Telephone (720) 865-2488. Copies of any written communications shall be sent to Tad Bowman a City and County of Denver, Denver Arts & Venues, 4600 Humboldt Street, Denver, Colorado 80216.
- c. The parties may designate substitute address where or persons to whom notices are to be mailed or delivered. However, these substitutions will not become effective until the other party's actual receipt of written notification of the same.

12. GOVERNING LAW: VENUE. This Agreement shall be construed and enforced in accordance with the laws of the United States, the State of Colorado, the applicable

provisions of the Charter, Revised Municipal Code, ordinances, regulations and Executive Orders of the City and County of Denver, and the applicable provisions of the Charter and Municipal Code of the Town of Morrison, which are expressly incorporated into the Agreement. Unless otherwise specified, any reference to statutes, laws, regulations, charter or code provisions, ordinances, executive orders, or related memoranda, includes amendments or supplements to same. Venue for any legal action relating to this Agreement shall lie in either the District Court in and for the City and County of Denver or the District Court in and for Jefferson County, as the Party initiating the legal action may choose.

13. NO THIRD-PARTY BENEFICIARIES. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement shall be strictly reserved to the City and the Town; and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third person on such Agreements. It is the express intention of the Parties that any person or entity other than the City and the Town receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.
14. CLAIMS. In the event of any claim, demand, suit, or action is made abroad in writing by any third person or entity against one of the Parties related in any way to this Agreement, the Party in receipt of the same shall promptly notify and provide copy of said claim, demand, suit, or action to the other Party.
15. NOTICE. All notices, demands or consents required or permitted under this Agreement shall be in writing and delivered personally or by appropriate facsimile or electronic transmission (receipt verified) or by certified mail, return receipt requested, to the following:

Town of Morrison: Town Manager
 Town of Morrison
 321 Highway 8
 Morrison, CO 80465

With Copy to: Town Attorney
 Town of Morrison
 321 Highway 8
 Morrison, CO 80465

City of Denver: Executive Director
 Denver Arts & Venues

City and County of Denver
1345 Champa Street
Denver, CO 80204

With copy to: Office of the City Attorney
City and County of Denver
1437 Bannock Street, Room 353
Denver, CO 80202

And to: Venue Director, Red Rocks Amphitheatre
Denver Arts and Venues
City and County of Denver
4600 Humboldt Street
Denver, CO 80216

The number of persons or addresses set forth above may be changed any time by written notice in the manner provided herein.

16. NO JOINT VENTURE. This Agreement is not intended nor shall this Agreement be construed to establish or constitute a joint venture between the Parties.
17. NO ASSIGNMENT. No Party shall assign its rights or delegate its duties hereunder without the prior written consent of the other Party.
18. SEVERABILITY. Should any one or more provisions of this Agreement be determined to be illegal or unenforceable all other provisions nevertheless remain if effective; provided however, the Parties shall forthwith enter into good faith negotiations and proceed with due diligence to draft terms or conditions that will legally achieve the original intent and purposes of the Parties hereunder.
19. HEADINGS FOR CONVENIENCE. Headings and titles contained herein are intended for the convenience and reference of the Parties only and are not intended to combine, limit, or describe the proper scope or intent of any provision of this Agreement.
20. NO CONSTRUCTION AGAINST DRAFTING PARTY. The Town and the City acknowledge that each of them and their respective counsel have had the opportunity to review this Agreement and that this Agreement shall not be construed against any Party merely because this Agreement or any of its provisions, have been prepared by a particular Party.

21. EXECUTION OF AGREEMENT. This Agreement shall not be or become effective or binding until it has been fully executed by all signatories of City and Town.
22. ENTIRE AGREEMENT. This Agreement, including the exhibits which are hereby incorporated by this reference, constitutes the entire agreement of the Parties. The Parties agree there have been no representations, oral or written other than those contained herein and that the various promises and covenants contained herein are mutually agreed upon and under consideration for one another.
23. USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS. Town shall cooperate and comply with the provisions of City Executive Order 94 and its Attachment A concerning the use, possession or sale of alcohol or drugs. Violation of these provisions or refusal to cooperate with implementation of the policy can result in contract personnel being barred from City facilities and from participating in City operations.
24. ELECTRONIC SIGNATURES. The Town consents to the use of electronic signatures by the City. This Agreement, and any other documents requiring a signature under this Agreement, may be signed electronically by the City in the manner specified by the City, or by the Town in the manner specified by the Town. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

**[REMAINDER OF PAGE INTENTIONALLY BLANK;
SIGNATURE PAGES FOLLOW.]**

Contract Control Number: THTRS-202262391-00
Contractor Name: TOWN OF MORRISON

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at
Denver, Colorado as of:

SEAL **CITY AND COUNTY OF DENVER:**

ATTEST: By: _____

APPROVED AS TO FORM: **REGISTERED AND COUNTERSIGNED:**
Attorney for the City and County of Denver
By: _____ By: _____

By: _____

Contract Control Number:
Contractor Name:

THTRS-202262391-00
TOWN OF MORRISON

By:  35A4747CD0C5469...

Sean K Forey
Name: _____
(please print)
Mayor
Title: _____
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

Morrison Traffic and Impact Fee

Exhibit A - Fee Schedule

	Year	Impact Fee per show	Traffic Fee per show
1	2022	\$ 750.00	\$ 965.00
2	2023	\$ 1,000.00	\$ 1,000.00
3	2024	\$ 1,250.00	\$ 1,030.00
4	2025	\$ 1,500.00	\$ 1,050.00
5	2026	CPI*	CPI*
6	2027	CPI*	CPI*
7	2028	CPI*	CPI*
8	2029	CPI*	CPI*
9	2030	CPI*	CPI*
10	2031	CPI*	CPI*

Events with 2500 or less - no charge (mostly fitness or private events that don't pose an impact on traffic or otherwise)

Events with 2501-5000 - charged at 1/2 the rate (likely included High School Graduations and maybe some films)

Events with 5001 and more - charged according to the schedule above

*Starting in year 5 (2026) the fees shall be increased by the same rate as the Denver Metro Consumer Price Index (CPI)

*https://www.bls.gov/regions/mountain-plains/news-release/consumerpriceindex_denver.htm