

Ridgway Town Council  
Special Meeting Agenda  
Wednesday, October 23, 2019  
201 N. Railroad Street, Ridgway, Colorado

5:30 p.m.

**ROLL CALL** Councilors Robb Austin, Tessa Cheek, Ninah Hunter, Beth Lakin, Russ Meyer, Mayor Pro Tem Eric Johnson and Mayor John Clark

**POLICY MATTERS** Public comments will be limited to 5 minutes per person; overall discussion of each item may be limited to 10 minutes.

1. Enter into a contract with Collier Geophysics for the purpose of completing a multi-purpose geophysical survey of Lake Otonowanda.
2. Enter into a contract with Clarion and Associates for the purpose of Master Plan Implementation, including Municipal Code Updates.
3. Enter into an agreement with Tri-County Water Conservancy District for the purpose of establishing an emergency service interconnection.
4. Enter into a Memorandum of Understanding with the Dolphin House Child Advocacy Center establishing agreed upon policies and procedures.
5. Letter of support for the Ouray County Ranch History Museum's Enterprise Zone status.

**ADJOURNMENT**



## PROFESSIONAL SERVICES AGREEMENT

**THIS AGREEMENT** is entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between the Town of Ridgway, State of Colorado, hereinafter referred to as "Town" and Collier Geophysics, LLC, hereinafter referred to as "Contractor".

In consideration of the mutual covenants and obligations herein expressed, it is agreed by and between the parties hereto as follows:

**1. SCOPE OF SERVICES**

Contractor agrees to perform services in accordance with the Scope of Consulting Services attached hereto as Exhibit "A" and incorporated herein by this reference.

**2. TIME OF COMPLETION**

The services to be performed pursuant to this Agreement by Contractor consist of the fabrication of items as described in Exhibit A and shall be initiated upon execution of this Agreement, shall be pursued with due diligence thereafter, and shall be completed by November 30, 2019.

**3. PROFESSIONAL RESPONSIBILITY**

Contractor shall be responsible for the professional quality, timely completion and coordination of all services as outlined in Exhibit A and shall without additional compensation promptly remedy and correct any errors, omissions or other deficiencies. Contractor is solely responsible for the timing, means and methods of performing the work. Contractor shall meet or exceed industry standards applicable to the services and shall provide for all training and education needed and provide all tools necessary to perform the services. Contractor shall comply with all applicable laws.

**4. RELEASE AND INDEMNIFICATION**

Contractor hereby waives any claims for damage to Contractor's property or injury to Contractor's person against the Town, its officers, agents and employees arising out of the performance of the services under this Agreement. To the fullest extent permitted by law, the Contractor agrees to indemnify and hold harmless the Town, 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 Services, if such injury, loss, or damage, or any portion thereof, is caused by, or claimed to be caused by, the 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 obligation shall not be construed to extend to any injury, loss, or damage which is caused by the act, omission, or other fault of the Town.



5. **PAYMENT**

In consideration of the proper performance of the Contractor's services, Town agrees to pay the Contractor at the flat rate of \$28,097 for survey work, multiple graphics-based images, site conditions, field parameters, interpretation of the marine and land-based results, final reporting, and time expended by Contractor's principals, billable in daily increments. An additional day of work (5<sup>th</sup> day) may be added at an additional cost of \$5,400. Payment shall be made upon itemized billing statement allowing for 30 days processing time by the Town. Contractor is not entitled to reimbursement for supplies, materials or expenses without the prior approval of the Town Manager.

6. **INSURANCE AND WORKER'S COMPENSATION**

Contractor shall obtain statutorily required Worker's compensation insurance to cover Contractor's employees and provide the Town a certificate of such insurance. Contractor hereby agrees to release, waive, save, hold harmless, defend and indemnify the Town, its officers, agents or employees on account of any claims arising under the Worker's compensation laws of the State of Colorado on behalf of Contractor or any of Contractor's employees, subcontractors or subcontractor's employees.

7. **TOWN REPRESENTATIVE**

The Town hereby designates its Town Manager, or her designee as its representative and authorizes her to make all necessary and proper decisions with reference to this Agreement.

8. **INDEPENDENT CONTRACTOR**

The services to be performed by the Contractor are those of an independent contractor and not as an employee of the Town. As an independent contractor, Contractor is not entitled to worker's compensation benefits except as may be provided by the independent contractor nor to unemployment insurance benefits. The Contractor is obligated to pay all federal and state income tax on any moneys paid pursuant to this Agreement.

9. **ASSIGNMENT**

This Agreement may not be assigned nor subcontracted by either party without the written consent of the other party.

10. **SUBCONTRACTS:**

A Subcontractor is a person who has a contract with the Contractor to perform any of the Work.

Unless otherwise specified in this Agreement or in the Instructions to Bidders, the Contractor, as soon as practicable after the award of the Contract, shall furnish to the Town in writing a list of the names of Subcontractors proposed for the principal portions of the Work. The Contractor shall not employ any Subcontractor to whom the Owner may have a reasonable objection. The Contractor shall not be required to employ any Subcontractor to whom he has a reasonable objection. Contracts between the Contractor and the



Subcontractor shall be in accordance with the terms of this Agreement.

11. **SEPARATE CONTRACTS AND OWNER WORK:**

The Owner reserves the right to award other contracts in connection with other portions of the Project or other work on the site or to perform such work itself.

12. **TIME**

If the Contractor is delayed at any time in the progress of the Work by changes ordered in the Work, by labor disputes, fire, unusual delay in transportation, unavoidable casualties, causes beyond the Contractor's control, or by any cause which the Town may determine justifies the delay, then the Town may extend the Contract Time by written Change Order.

13. **BREACH AND TERMINATION**

All terms and conditions of this Agreement are considered material and failure to perform any of said conditions on be considered a breach of this Agreement. In such event, either party may notify the other of the breach, in which case there shall be a thirty day opportunity to cure the breach, except for failure to provide service which must be corrected within 3 days. If the breach is not cured the non-breaching party may have recourse to any and all remedies provided by law, including damages, specific performance, and termination of the contract.

14. **CONTRACTOR'S OFFICE**

Contractor shall maintain its own office, utilize Contractor's own office equipment and supplies and shall keep the Town advised of Contractor's office address, mailing address and telephone number.

15. **PROTECTION OF PERSONS AND PROPERTY AND RISK OF LOSS:**

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. He shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to (1) all employees on the Work and other persons who may be affected thereby, (2) all the Work and all materials and equipment to be incorporated therein, and (3) other property at the site or elsewhere. Contractor shall bear all risk of loss to the work, or materials or equipment for the work due to fire, theft, vandalism, or other casualty or cause, until the work is fully completed and accepted by the Owner. He shall comply with all applicable laws, ordinances, rules, regulations and orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. All damage or loss to any property caused in whole or in part by the Contractor, any Subcontractor, any Sub-subcontractor or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, shall be remedied by the Contractor.

16. **MISCELLANEOUS**



Contractor shall comply with all laws, ordinances, rules and regulations relating to the performance of this Agreement, use of premises and public places and safety of persons and property.

17. **DATE**

This Agreement is dated \_\_\_\_\_, 2019.

18. **ILLEGAL ALIEN PROVISIONS REQUIRED BY COLORADO REVISED STATUTES 8-17.5-102, AS AMENDED.**

The following provisions are required by Colorado Revised Statutes §8-17.5-102, as amended. The term “illegal alien” is used as it is referenced in the above Statutes and is not a term chosen or endorsed by the Town.

- A. Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.
- B. Contractor shall not enter into a contract with a Subcontractor that fails to certify to the Contractor that the Subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.
- C. Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this agreement through participation in either (1) the e-verify program, (the electronic employment verification program created in Public Law 104-208 as amended and expanded in Public Law 108-156, as amended, and jointly administered by the US Department of Homeland Security and the Social Security Administration, or its successor program) or (2) the Department Program (the employment verification program established pursuant to CRS 8-17.5-102(5)(c)).
- D. Contractor is prohibited from using the e-verify program or the Department program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.
- E. If the Contractor obtains actual knowledge that a Subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, the Contractor shall be required to: (a) notify the Subcontractor and the Town within three days that the Contractor has actual knowledge that the Subcontractor is employing or contracting with an illegal alien; and (b) terminate the subcontract with the Subcontractor if within three days of receiving the notice required pursuant to (a) of this paragraph (E), the Subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the Subcontractor if during such three days the Subcontractor provides information to establish that the Subcontractor has not knowingly employed or contracted with an illegal alien.
- F. Contractor shall comply with any reasonable request by the Department of Labor and Employment in the course of an investigation that the Department is undertaking pursuant to CRS 8-17.5-102(5)



G. If Contractor violates these illegal alien provisions, the Town may terminate this Agreement for a breach of contract. If this Agreement is so terminated, Contractor shall be liable for actual and consequential damages to the Town. The Town will notify the Office of the Secretary of State if Contractor violates these provisions and the Town terminates this Agreement for that reason.

H. Contractor shall notify the Town of participation in the Department program and shall within 20 days after hiring an employee who is newly hired for employment to perform work under this Agreement affirm that the Contractor has examined the legal work status of such employee, retained file copies of the documents required by 8 USC 1324a and not altered or falsified the identification documents for such employee. Contractor shall provide a written, notarized copy of the affirmation to the Town.

19. **APPROPRIATION REQUIRED**

This Agreement shall NOT be construed to constitute a debt of the Town beyond any current fiscal year and shall be subject to the availability of an annual appropriation therefore by the Town.

TOWN OF RIDGWAY

CONTRACTOR: *Collier Geophysics, LLC*

By \_\_\_\_\_  
*John Clark, Mayor*

By \_\_\_\_\_  
*Nathan Collier, President*

ATTEST:

\_\_\_\_\_  
Pam Kraft, Town Clerk



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TOWN HALL PO Box 10 | 201 N. Railroad Street | Ridgway, Colorado 81432 | 970.626.5308 | [www.town.ridgway.co.us](http://www.town.ridgway.co.us)

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### CRS 8-17.5-102 Certification

Name of Project: Lake Otonowanda Geophysical Survey and Geotechnical Assessment

Date: \_\_\_\_\_

Pursuant to CRS 8-17.5-102(1) the undersigned hereby certifies that at this date it does not knowingly employ or contract with an illegal alien who will perform work under the contract for the above referenced project and that the Contractor will participate in the E-Verify Program or the Department Program in order to confirm the employment eligibility of all employees who are newly hired for work under the contract for the above referenced project.

**CONTRACTOR:** Collier Geophysics, LLC

By: \_\_\_\_\_  
*Nathan Collier, President*



## EXHIBIT A SCOPE OF SERVICES

Contractor will conduct a multi-method geophysical survey to assist with the geotechnical investigation at Lake Otonawanda, located approximately 3-4 miles south and west of Ridgway, CO.

The objective of this geophysical investigation is to characterize the base of the lake-bed (*to the extent possible*), and the soils and foundation bedrock surrounding the embankment, for identification of potential seepage paths. Seepage investigations typically reveal either 'blanket-flow' or 'concentrated-flow' type of results when you incorporate measurements from the pool to the downstream area. The two methods will characterize the lake/reservoir pool area, and the surrounding area of the dam. The crux of the geophysical surveys will be performed surrounding the embankment. See *conceptual* lines and areas to be surveyed on following map.

Contractor will utilize two separate methods - Frequency Domain Electromagnetics (FDEM), and Electrical Resistivity Imaging (ERI). This Scope of Services does not go into detail on methods, just the scope-of-work and the budget (*method appendices can be supplied upon request of the Town*). This investigation will be conducted with a 4 day field project, with the option for a 5th field day, if approved by the Town. Contractor will work on processing data to provide results from each day's data on the following day, which may alter the approach to where and how much data coverage is required. Contractor will acquire: FDEM 'wondering-path' profiling in an area surrounding the embankment with lines nominally spaced ~40-50 feet apart (*within the land area outlined between the red and blue lines on attached map*); ERI along multiple transects (approximately 5,000 line feet long using an "a-spacing" for electrodes of 3-meters); and, approximately one marine line of ERI (*in the lake - example line position shown in yellow on attached map*) if determined to be beneficial after FDEM and ERI, as time permits; GPS will be used for all final/actual positioning of data collected. During the FDEM, GPS is streamed into the instrument; and, for the ERI GPS will be conducted at each electrode for data processing needs. Final coordinates will be in a pre-defined coordinate system by the client and documented in the final report, with positions of the data (i.e., line locations) mapped using a GeoXplorer GPS, capable of sub-foot horizontal accuracy.

The Contractor's crew will be supplemented by Town employee(s) as field assistant(s).

Exact survey design parameters, position and orientation for each method proposed, as well as the instrumentation and setting specifications will be determined in cooperation with the client, and consideration of the site conditions (at the time of the fieldwork). Based on previous experience with these methods, if the reservoir freezes over or the ground becomes frozen (hard), performing these measurement will be unsafe, impractical, and difficult - if at all possible. Thus, getting to the field prior to winter months is important for a safe and quality set of geophysical surveys to be conducted.

Detailed site maps and position of any geotechnical borings and/or test pits will be provided with the geologic information. Access for crew will be coordinated by the Town prior to mobilization,





and there is no cost to Contractor for permitting. Contractor will be respectful while traveling across the property. Vehicles will be allowed to travel with off-road access, along existing roads using respect and responsible field activities for the land-owners. No significant vegetation is anticipated, but some wildlife and range cattle may be encountered.

Personal Protective Equipment is Level D, with high-visibility clothing, and no significant site safety hazards have been provided to Contractor. The data collection will require a 2 or 3-person crew, with Contractor providing an experienced geophysicist (using all instrumentation), but the crew requires the assistance from one or two healthy, dedicated/full-time field technicians during the ERI measurements, and 1 field technician during all FDEM measurements. Field work is anticipated to take 10-hour field days. All training for safety aspects and daily data collection operations will be performed by the Contractor Geophysicist.

Geophysical results will be provided as 2D plan maps (SP and FDEM) and also 2D cross-sections (ERI) with existing geologic/geotechnical data plotted on maps (if coordinate information is available).

Boat access onto the reservoir will be provided to Contractor, along with trained staff and Personal Flotation Devices for each individual on the boat.

Work areas are assumed to be safe and navigable for people and equipment to the extent possible.

The work area is assumed to be relatively flat, open areas with no grubbing of heavy vegetation required.

Fieldwork cannot be performed during severe / inclement weather.

Collection of seismic data will be affected by excavation or drilling operations, so site-logistics are critical for on-going site activities.

Field and instrument parameters may be altered by the field geophysicist to optimize the data quality and overall site operations.



Geophysical Project Area:

Lake O Site:

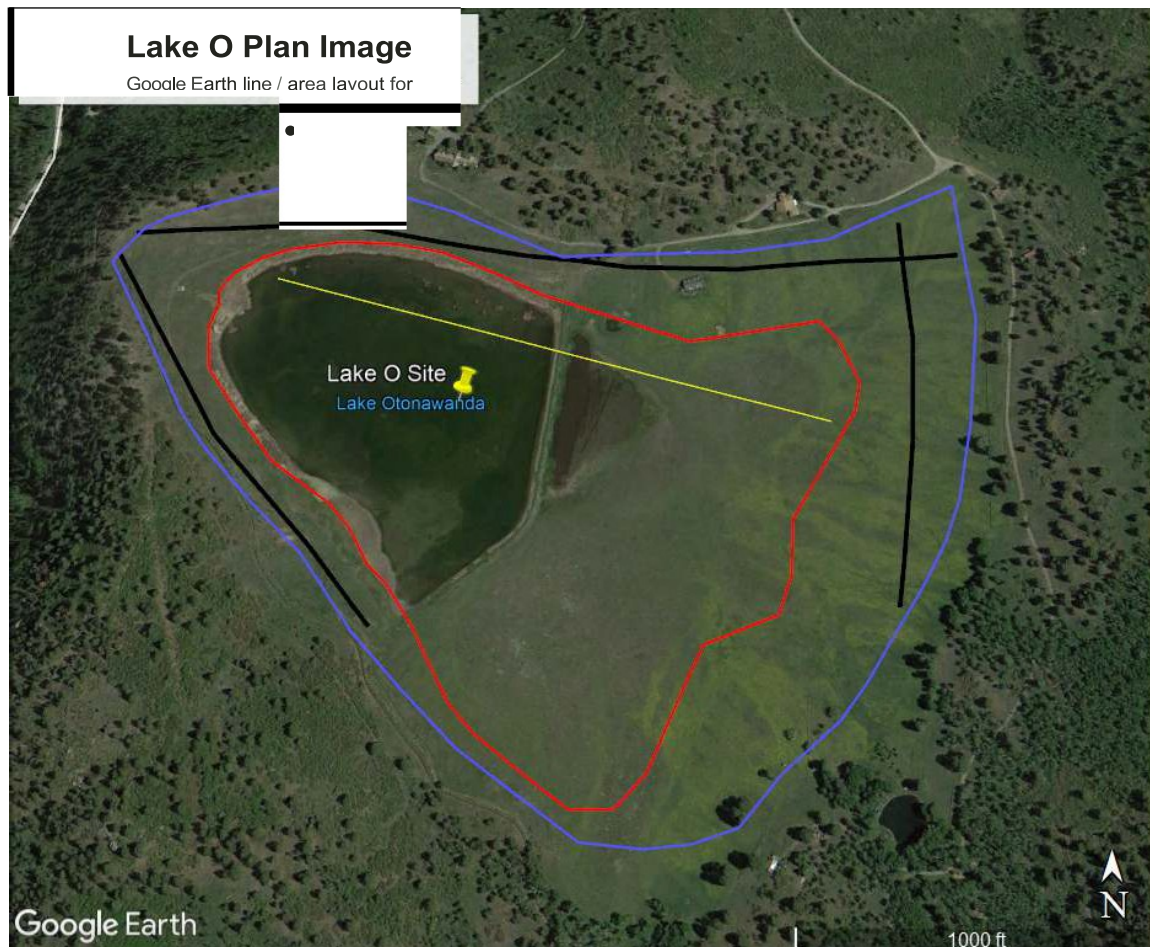
Conceptual position of geophysical measurements.

Red outlines approximate embankment;

Yellow is example lines for Marine ERI;

Blue is outline of extents of FDEM survey (between red and blue lines);

Black lines are proposed position of ERI lines (approximately 5,500 feet total.)





## PROFESSIONAL SERVICES AGREEMENT

**THIS AGREEMENT** is entered into as of this\_\_ day of October, 2019, by and between the Town of Ridgway, State of Colorado, hereinafter referred to as "Town" and Clarion Associates, hereinafter referred to as "Contractor".

In consideration of the mutual covenants and obligations herein expressed, it is agreed by and between the parties hereto as follows:

### 1. SCOPE OF SERVICES

Contractor agrees to perform services in accordance with the Scope of Consulting Services attached hereto as Exhibit "A" and incorporated herein by this reference.

### 2. TIME OF COMPLETION

The services to be performed pursuant to this Agreement by Contractor consist of the completion of items as described in Exhibit A and shall be initiated upon execution of this Agreement, shall be pursued with due diligence thereafter, and shall be completed by April 30, 2020.

### 3. PROFESSIONAL RESPONSIBILITY

Contractor shall be responsible for the professional quality, timely completion and coordination of all services as outlined in Exhibit A and shall without additional compensation promptly remedy and correct any errors, omissions or other deficiencies. Contractor is solely responsible for the timing, means and methods of performing the work. Contractor shall meet or exceed industry standards applicable to the services and shall provide for all training and education needed and provide all tools necessary to perform the services. Contractor shall comply with all applicable laws.

### 4. RELEASE AND INDEMNIFICATION

Contractor hereby waives any claims for damage to Contractor's property or injury to Contractor's person against the Town, its officers, agents and employees arising out of the performance of the services under this Agreement. To the fullest extent permitted by law, the Contractor agrees to indemnify and hold harmless the Town, 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 Services, if such injury, loss, or damage, or any portion thereof, is caused by, or claimed to be caused by, the 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 obligation shall not be construed to extend to any injury, loss, or damage which is caused by the act, omission, or other fault of the Town.



5. **PAYMENT**

In consideration of the proper performance of the Contractor's services, Town agrees to pay the Contractor at the rate of: \$165/hour for Director/Project Manager, \$85/hour Project Associate, and \$200/hour for Director, for time expended by Contractor's principals. Rates are billable in ¼ hour increments. Payment shall be made upon itemized monthly billing statements allowing for 30 days processing time by the Town. Contractor is not entitled to reimbursement for supplies, materials or expenses without the prior approval of the Town Manager. Total project cost shall not exceed \$16,000. Contractor and Town may negotiate and agree to an in-person visit by Contractor at a maximum cost of \$2,500 per visit, plus travel expenses (mileage, hotel, and meals), as approved by the Town.

6. **INSURANCE AND WORKER'S COMPENSATION**

Contractor shall obtain statutorily required Worker's compensation insurance to cover Contractor's employees and provide the Town a certificate of such insurance. Contractor hereby agrees to release, waive, save, hold harmless, defend and indemnify the Town, its officers, agents or employees on account of any claims arising under the Worker's compensation laws of the State of Colorado on behalf of Contractor or any of Contractor's employees, subcontractors or subcontractor's employees.

7. **TOWN REPRESENTATIVE**

The Town hereby designates its Town Manager, or her designee as its representative and authorizes her to make all necessary and proper decisions with reference to this Agreement.

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9. **ASSIGNMENT**

This Agreement may not be assigned nor subcontracted by either party without the written consent of the other party.

10. **SUBCONTRACTS:**

A Subcontractor is a person who has a contract with the Contractor to perform any of the Work.

Unless otherwise specified in this Agreement or in the Instructions to Bidders, the Contractor, as soon as practicable after the award of the Contract, shall furnish to the Town in writing a list of the names of Subcontractors proposed for the principal portions of the Work. The Contractor shall not employ any Subcontractor to whom the Owner may have a reasonable objection. The Contractor shall not be required to employ any Subcontractor to whom he has a reasonable objection. Contracts between the Contractor and the



Subcontractor shall be in accordance with the terms of this Agreement.

**11. SEPARATE CONTRACTS AND OWNER WORK:**

The Owner reserves the right to award other contracts in connection with other portions of the Project or other work on the site or to perform such work itself.

**12. TIME**

If the Contractor is delayed at any time in the progress of the Services by changes ordered in the Services, by labor disputes, fire, unusual delay in transportation, unavoidable casualties, causes beyond the Contractor's control, or by any cause which the Town may determine justifies the delay, then the Town may extend the Contract Time by written Change Order.

**13. BREACH AND TERMINATION**

All terms and conditions of this Agreement are considered material and failure to perform any of said conditions on be considered a breach of this Agreement. In such event, either party may notify the other of the breach, in which case there shall be a thirty day opportunity to cure the breach, except for failure to provide service which must be corrected within 3 days. If the breach is not cured the non-breaching party may have recourse to any and all remedies provided by law, including damages, specific performance, and termination of the contract.

**14. CONTRACTOR'S OFFICE**

Contractor shall maintain its own office, utilize Contractor's own office equipment and supplies and shall keep the Town advised of Contractor's office address, mailing address and telephone number.

**15. PROTECTION OF PERSONS AND PROPERTY AND RISK OF LOSS:**

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. He shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to (1) all employees on the Work and other persons who may be affected thereby, (2) all the Work and all materials and equipment to be incorporated therein, and (3) other property at the site or elsewhere. Contractor shall bear all risk of loss to the work, or materials or equipment for the work due to fire, theft, vandalism, or other casualty or cause, until the work is fully completed and accepted by the Owner. He shall comply with all applicable laws, ordinances, rules, regulations and orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. All damage or loss to any property caused in whole or in part by the Contractor, any Subcontractor, any Sub-subcontractor or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, shall be remedied by the Contractor.





**16. MISCELLANEOUS**

Contractor shall comply with all laws, ordinances, rules and regulations relating to the performance of this Agreement, use of premises and public places and safety of persons and property.

**17. DATE**

This Agreement is dated \_\_\_\_\_, 2019.

**18. ILLEGAL ALIEN PROVISIONS REQUIRED BY COLORADO REVISED STATUTES 8-17.5-102, AS AMENDED.**

The following provisions are required by Colorado Revised Statutes §8-17.5-102, as amended. The term “illegal alien” is used as it is referenced in the above Statutes and is not a term chosen or endorsed by the Town.

- A. Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.
- B. Contractor shall not enter into a contract with a Subcontractor that fails to certify to the Contractor that the Subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.
- C. Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this agreement through participation in either (1) the e-verify program, (the electronic employment verification program created in Public Law 104-208 as amended and expanded in Public Law 108-156, as amended, and jointly administered by the US Department of Homeland Security and the Social Security Administration, or its successor program) or (2) the Department Program (the employment verification program established pursuant to CRS 8-17.5-102(5)(c)).
- D. Contractor is prohibited from using the e-verify program or the Department program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.
- E. If the Contractor obtains actual knowledge that a Subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, the Contractor shall be required to: (a) notify the Subcontractor and the Town within three days that the Contractor has actual knowledge that the Subcontractor is employing or contracting with an illegal alien; and (b) terminate the subcontract with the Subcontractor if within three days of receiving the notice required pursuant to (a) of this paragraph (E), the Subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the Subcontractor if during such three days the Subcontractor provides information to establish that the Subcontractor has not knowingly employed or contracted with an illegal alien.



- F. Contractor shall comply with any reasonable request by the Department of Labor and Employment in the course of an investigation that the Department is undertaking pursuant to CRS 8-17.5-102(5)
- G. If Contractor violates these illegal alien provisions, the Town may terminate this Agreement for a breach of contract. If this Agreement is so terminated, Contractor shall be liable for actual and consequential damages to the Town. The Town will notify the Office of the Secretary of State if Contractor violates these provisions and the Town terminates this Agreement for that reason.
- H. Contractor shall notify the Town of participation in the Department program and shall within 20 days after hiring an employee who is newly hired for employment to perform work under this Agreement affirm that the Contractor has examined the legal work status of such employee, retained file copies of the documents required by 8 USC 1324a and not altered or falsified the identification documents for such employee. Contractor shall provide a written, notarized copy of the affirmation to the Town.

**19. APPROPRIATION REQUIRED**

This Agreement shall NOT be construed to constitute a debt of the Town beyond any current fiscal year and shall be subject to the availability of an annual appropriation therefore by the Town.

**TOWN OF RIDGWAY**

**CONTRACTOR: *Clarion Associates***

By \_\_\_\_\_  
*Jen Coates, Town Manager*

By \_\_\_\_\_  
*Darcie White, Director*

**ATTEST:**

\_\_\_\_\_  
Pam Kraft, Town Clerk



### CRS 8-17.5-102 Certification

Name of Project: Town of Ridgway Master Plan Implementation: Code Updates

Date: \_\_\_\_\_

Pursuant to CRS 8-17.5-102(1) the undersigned hereby certifies that at this date it does not knowingly employ or contract with an illegal alien who will perform work under the contract for the above referenced project and that the Contractor will participate in the E-Verify Program or the Department Program in order to confirm the employment eligibility of all employees who are newly hired for work under the contract for the above referenced project.

CONTRACTOR: Clarion Associates

By: \_\_\_\_\_  
*Darcie White, Director*





## EXHIBIT A SCOPE OF CONSULTING SERVICES

This scope of services is intended to address actions items from the 2019 Master Plan related to housing.

Task	Consultant Responsibilities/Deliverables	Town of Ridgway Responsibilities/Deliverables
1	Initial calls with staff for guidance	Participate in phone calls
2	Preparation of initial drafts	
3	Calls with staff to hear reactions to drafts. Modify drafts based on staff input.	Review drafts, participate in phone calls
4	Telephone or in-person participation in one public meeting/public hearing	Present drafts at workshop or Planning Commission meetings, gather feedback
5	Refine drafts based on feedback	Review drafts
6	Telephone participation in one public hearing	Public Hearings until adoption of revised code sections

### Actions from Master Plan to be Addressed:

- COM-2a: Review and update the Town's zoning regulations as necessary to ensure desired housing types are defined and allowed in locations designated for residential uses by the Land Use Plan.
- CM-1c: Update the Ridgway Municipal Code to promote housing affordability (i.e.: reducing lot size requirements, increasing allowed densities, and reducing parking requirements).
- COM-2c: Study recent innovations in modular home and small home construction and revise land use and building codes to allow in appropriate locations.

### Items from Code Assessment to be Addressed with this Agreement:

- Consider definitions for the full spectrum of housing types contemplated by the Master Plan: single-family detached and attached, triplexes, townhomes, quadplexes, live/work, and accessory dwelling units. Consider also adding non-traditional housing types that help advance the community's housing goals, such as micro units and/or co-housing.
- Incorporate definitions for affordable and workforce housing.
- Purpose statements for all districts should be reviewed and updated to improve alignment with Master Plan land use categories.
- Existing overlay districts— Mobile Home Overlay—and any future overlay districts should be included in Title 7 following the base districts for clarity.
- Consider adding a new Medium Density Residential District to implement the Mixed Neighborhood land use category in the Master Plan.



- The General Commercial (GC) (and all districts that allow both primary residential and non-residential uses) should be renamed as Mixed-Use districts to better reflect their character.
- Expanding housing options: a mix of housing types is encouraged in all residential land use categories. Adjustments to permitted uses in the residential districts should be considered as follows to support the implementation of the Master Plan.
- Building regulations for the different zoning districts are very similar, and in some cases are identical (i.e., front, rear, and side setbacks). The character and form of development that is desired in (or exists in) each district should be reviewed to determine whether modifications should be made.
- Removing, or at the very least reducing, the minimum lot width of 50 feet in the Historic Residential (HR) districts can also serve as a tool to help encourage smaller lots and homes.
- Consider reducing minimum lot sizes (in conjunction with adjustments to minimum lot widths) to more easily accommodate homes with a smaller footprint.
- Consider additional coverage allowances for the Historic Business (HB) or General Commercial (GC) districts, as an incentive for projects that include a certain percentage of affordable and/or workforce housing units as part of their overall mix of uses.
- Revise and update ADU regulations.
- Revise and update RMC 6-6-3 Single Family Home Design Standards.

## **TOWN OF RIDGWAY & TRI-COUNTY WATER CONSERVANCY DISTRICT EMERGENCY TREATED WATER INTERCONNECTION AGREEMENT**

This Emergency Treated Water Interconnection Agreement (this “Agreement”) is made as of \_\_\_\_\_, 2019 between the Town of Ridgway, Colorado, a Home Rule Municipality and municipal corporation of the State of Colorado, hereinafter referred to as “Ridgway” or “Town”, and the Tri-County Water Conservancy District, a Water Conservancy District organized and existing pursuant to the laws of the State of Colorado, hereinafter referred to as “Tri-County”.

### **RECITALS**

Ridgway provides domestic water through distribution facilities primarily to customers within its town limits and Tri-County provides domestic water to its customers primarily outside of the Town limits.

Both parties’ systems are potentially susceptible to emergency interruptions in service, caused by mechanical failure of appurtenances associated with the delivery of treated water including but not limited to pipeline, pump, storage tank, treatment plant and the like. Ridgway has at times in the past been susceptible to “calls” on the water supply for the Town.

Establishing an emergency interconnection (Interconnection) between the systems would allow the parties to mitigate the effect of such problems by providing a temporary emergency supply of treated water, although Ridgway’s water system at this proposed interconnection location appears to currently provide insufficient pressure for Tri-County to functionally distribute and use Ridgway’s treated water supply.

Ridgway continues to explore opportunities to augment its raw water supply for purposes of providing supplemental water for residents and businesses. Most recently the Town renovated their primary municipal reservoir to increase water storage capacity. The Town is strategically exploring additional water augmentation opportunities.

Now, therefore, in consideration of the mutual covenants and agreements contained herein the parties agree as follows:

1. Ridgway shall provide a design for the interconnection of the systems, to include the extension of the existing Town main located in Palomino Trail to the Tri-County main located in the County Road 12 right-of-way. Design shall include a meter, pressure regulator, valves, vault and other appropriate appurtenances (the Project). Ridgway shall consult closely with Tri-County concerning such design. Ridgway shall provide a design that allows for a bypass and future connection for Tri-County to access Ridgway’s water supply. Any such future connection will require the agreement of both parties on the final design and related construction work.

Once the design is approved by both parties, Ridgway shall obtain any necessary permits and cause the Project to be done either by force account or by contract pursuant to its contracting policies and procedures. Tri-County shall have access to the work at all times to inspect it. Tri-County will report any concerns to Ridgway upon discovery.

2. Upon completion and approval of the Interconnection by both parties, the Interconnection shall be put into service when both parties agree that there is an emergency. Ridgway shall own and maintain its main line infrastructure up to and including the interconnection vault and the line from the interconnect valve to the vault. Tri-County shall own and maintain its main line infrastructure up to the valve at the tap on its main line for this service. Tri-County will be responsible for all upgrades to its system necessary to provide water to the Interconnection valve.
3. Each party is responsible for the water quality on its portion of the Interconnection as defined above prior to and during delivery of emergency water. Each party shall notify the other when there are significant changes to the water treatment protocol occurring since the execution of this agreement, including but not limited to any chemical treatment modifications and water quality changes.

Prior to using the Interconnection, the party with an emergency shall notify the other party, request the activation of the Interconnection, and coordinate the effort. Prior to activation of the Interconnection, the parties shall agree to all logistics of delivery. Each party shall provide the other with contact telephone numbers for use both during and outside of regular business hours and this information will be updated if any changes are necessary.

4. Flows shall be limited or curtailed as necessary to avoid adverse effects on the Tri-County's system. The parties shall work in close coordination during periods of emergency supply. Every effort will be made, for the respective party, to resume independent operations as soon as possible.
5. The qualifying emergency and rate of water flow needed will be documented and mutually certified by both parties. Every week the parties shall meet to recertify the need of water flow, until such time as the issue is resolved. There will be no charge for the water for the first week. For each week thereafter, a reasonable fee shall be determined by the parties. Under no circumstances shall the fees be more than the standard retail rate for other similar users.
6. Each party will be responsible for any infrastructure damage to its system occurring during activation including those due to pressure differences. Each party shall defend, indemnify and hold harmless the other from and against any and all claims and liabilities including reasonable attorney's fees incurred as a result of this Agreement.
7. This Agreement shall not be construed to create a financial obligation extending beyond any current fiscal year, and any expenditure required hereunder must be authorized by a proper annual appropriation thereof.
8. This Agreement may be reviewed by the parties every five (5) years. The parties will work

in good faith for the benefits of this emergency treated water interconnection. The term of this Agreement shall be twenty (20) years, with an automatic renewal of this Agreement for successive ten (10) year periods, unless either party provides notice not to renew One Hundred and Eighty (180) days prior to expiration of the then current term.

Town of Ridgway

Tri-County Water Conservancy District

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John Clark, Mayor

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Michael J. Berry, General Manager



## MEMORANDUM OF UNDERSTANDING – 2019

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### **Between The 7th Judicial District Child Advocacy Center DBA The Dolphin House and its Partner Agencies**

We, the undersigned, by and on behalf of our respective agencies, do agree to collaborate with The 7<sup>TH</sup> Judicial District Child Advocacy Center DBA The Dolphin House, by implementing established, agreed upon policies and procedures, and acting consistently therewith.

The Dolphin House is a non-profit organization. It operates and exists by, through and with the cooperation of the identified agencies listed below. The mission of The Dolphin House is to reduce the trauma of investigations of child abuse and to promote justice and healing.

Each of the undersigned has specific responsibilities with regard to the investigation, intervention, and prosecution of cases of crimes against children, as well as mental health assessments, referrals and treatment for the stabilization of child abuse victims.

We, the undersigned do hereby acknowledge that the multidisciplinary team approach, through the coordination of The Dolphin House, will serve to enhance individual efforts of each agency. We acknowledge that through these respective agencies, and through public education and support, the best interests of the children in the 7<sup>TH</sup> Judicial District will be ensured.

#### **General Provisions:**

1. Each agency shall work with and assist each other and The Dolphin House to ensure that the best interests of child victims will be served.
2. The law enforcement agency having jurisdiction shall investigate and determine whether or not a crime has been committed. That agency shall present information to the District Attorney's Office for review and/or prosecution. Law enforcement agencies shall cover only their own jurisdictions except in cases of an explicit agreement with all involved law enforcement agencies.

3. Child Protective Services (CPS) and the Department of Health and Human Services (DHHS) are responsible for the protection of children from harm by their parents or others responsible for their care. CPS/DHHS is responsible for conducting an investigation to determine the risk to the children, to make efforts to ensure the safety of children and to provide rehabilitation services to the family.
4. The District Attorney's Office is responsible for assessing the legal aspects of any criminal case.
5. The Sex Assault Nurse Examiner Coordinator and the Medical Personnel with linkage agreements with the Dolphin House are responsible for medical evaluations for child abuse victims.
6. The Dolphin House's Mental Health Coordinator and the Mental Health Clinicians who have linkage agreements with the Dolphin House and have special trauma-focused training is responsible for providing formal Mental Health Assessments for child victims and their non-offending family members as requested, and for providing therapy for child victims and their non-offending family members as referred to them by the Dolphin House.
7. The Dolphin House is responsible to provide neutral, non-threatening facilities, equipment and supplies needed for law enforcement and CPS to bring child abuse victims forensic interviews, medical exams, and mental health formal assessments. As a Child Advocacy Center, the Dolphin House is also responsible for providing crisis and ongoing support to victims throughout the investigation, prosecution and stabilization phases of each case.
8. Reasonable efforts shall be made by each agency to coordinate each step of the investigation to minimize the number of interviews and interviewers to whom the child is subjected, thereby reducing system-inflicted trauma.
9. All signatory agencies will be encouraged to attend training sponsored by The Dolphin House.
10. Financial support for MDT members and other professionals working with us to attend specialized training will be provided by The Dolphin House when possible.
11. It is expressly understood that each agency shall work within its departmental mandates and policies. Nothing contained herein supersedes the statutes, ordinances, rules, regulations or policies which govern each agency. To the extent that any provision of this Agreement is inconsistent with any such statute, rule, regulations, or policy, the agency statute, rule, regulation or policy shall control.

12. All signatory agencies agree to provide specially trained professionals, if available, with skills in interviewing, assessing, investigating and/or prosecuting crimes against children.

13. All personnel participating through The Dolphin House, within the bounds allowed by law, agree to maintain confidentiality of all records and information gathered on all crimes against children cases as provided by the Colorado Children's Code.

14. All agencies participating through The Dolphin House agree to share pertinent case information, as determined by that agency, with the appropriate agency, except as prohibited by law.

15. The *Multidisciplinary Team Policies and Procedures Manual* of The 7<sup>th</sup> Judicial District and the 7<sup>th</sup> Judicial District Child Advocacy Center DBA The Dolphin House, as revised in 2019 by the MDT, are incorporated herein by this reference as if fully set forth. If necessary, the policies and procedures may be suspended or waived by a participating agency in order to:

- conform to existing or new statutes, rules, regulations or departmental policies which may conflict with any provisions of these policies and procedures;
- improve the procedures set forth in these policies and procedures; or
- add or delete agencies as parties to these policies and procedures.

16. This agreement shall only be modified in writing with the consent of all signatories or their successors.

17. Any agency may withdraw from participation under this Memorandum of Understanding by written notice submitted to all other signatories.

18. Individuals investigating for or on behalf of an agency shall conduct an independent investigation and reach conclusions based on information obtained from the investigation.

19. Each signatory, by and on behalf of the respective agency, agrees to follow the provisions of this agreement for themselves and for staff hired, supervised and controlled by them, as outlined in this document.

20. Each agency's staff shall remain housed in its own facility unless it is determined that victims are better served by locating at the Dolphin House; all agencies that are part of the Multidisciplinary Team may utilize The Dolphin House as needed and when it is available.

21. This is a collaborative agreement whereby employees of The Dolphin House and other involved agencies are not employees of any other involved agency.



### **Interagency Agreement:**

**WHEREAS**, child abuse is now recognized as a significant problem in our 7<sup>th</sup> Judicial District and realizing that involved agencies must respond appropriately to child victims so as to avoid further trauma to them;

**WHEREAS**, the 7<sup>th</sup> Judicial District Child Advocacy Center, DBA The Dolphin House, was established for the 7<sup>th</sup> Judicial District to develop and coordinate a Multidisciplinary Team approach for the investigation of child abuse, neglect and sexual abuse to enhance the cooperation and coordination among those involved in the protection of children and provide ongoing advocacy during the intervention, investigation, prosecution and stabilization for primary and secondary victims;

**NOW, THEREFORE**, to better protect the children of the 7<sup>th</sup> Judicial District and serve the best interest of the children, the undersigned agencies have agreed to utilize the policies and procedures developed by the Multidisciplinary Team and contained in the *MDT Policies and Procedures Manual* that reflects best practices for our communities.

By signing this Memorandum of Understanding, it is understood that agencies will continue to abide by the mandated statutes, protocols and procedures under which they currently operate, and they will also agree to abide by the *Multidisciplinary Team Policies and Procedures Manual*, established by the Multidisciplinary Team in 2019, unless there is direct conflict with agency protocols and procedures.

This Memorandum of Understanding will remain in effect until and unless signatory agencies withdraw from participation. The agreed upon policies and procedures may be revisited as necessary with proposed changes brought to the undersigned for consideration and final approval.

Law Enforcement Representatives	Signature	Date
Mark Taylor, Sheriff Delta County Sheriff's Office		
Lance Fitzgerald, Sheriff Ouray County Sheriff's Office		
Gene Lillard, Sheriff Montrose County Sheriff's Office		
Luke Fedler, Chief City of Delta Police Department		
Gary Ray, Chief City of Ouray Police Department		
Blaine Hall, Chief City of Montrose Police Department		
Rogelio Pacheco, Chief Olathe Police Department		
William Masters, Sheriff San Miguel County Sheriff's Office		
Jim Kolar, Chief Marshall Telluride Marshal's Office		
Chris Broady, Chief Mountain Village Police Department		
Health and Human Services Representatives	Signature	Date
Chuck Lemoine, Director Delta County Department of Health and Human Services		

Carol Friedrich, Director Ouray County Department of Social Services		
Carol Friedrich, Director San Miguel County Department of Social Services		
Stephen Tullos, Director Montrose County Health and Human Services		
Prosecution/District Attorney's Office	Signature	Date
Dan Hotsenpiller, District Attorney 7 <sup>th</sup> Judicial District, Colorado		
Medical Exam Representative	Signature	Date
Mary Vader, D.O Pediatric Associates		
Mental Health Representative	Signature	Date
Penny Harris, Mental Health Clinician Formal Assessment Provider for the Child Advocacy Center 7 <sup>th</sup> Judicial District Child Advocacy Center Representative	Signature	Date
Amy Ondos, President 7 <sup>th</sup> Judicial District Child Advocacy Center DBA Dolphin House Board of Directors		
Jacob Conklin, Executive Director 7 <sup>th</sup> Judicial Child Advocacy Center DBA Dolphin House		



October 23, 2019

Michelle Haynes  
Board of Directors  
Region 10  
145 S. Cascade  
Montrose, CO 81401

Dear Michelle and Region 10 Directors:

The Ridgway Town Council fully supports the application for the Ouray County Ranch History Museum to be re-certified as a Colorado Enhanced Rural Enterprise Zone program and for Qualified Enterprise Zone contributions. In 2017, the Ouray County Ranch History Museum (OCRHM) moved its location to Ridgway from Colona and established a new museum at the historic railroad depot on Railroad St. In its first year of operation, according to OCHRH records, its visitation increased 600%, and it has continued to grow since then.

The Museum has worked tirelessly to actively preserve and restore artifacts and structures in Ouray County, as well as to honor and record the ranching heritage of our region through education, exhibits, lectured tours, and gatherings. The OCRHM has worked collaboratively with the Town's State-certified Creative District and numerous nonprofits, schools, and businesses to increase local tourism and support creative individuals and enterprises. It plays an important role in Ridgway's economic and tourism development efforts.

We encourage you to please designate the Ouray County Ranch History Museum and offer it the benefits of Enterprise Zone participation through Region 10's program.

Sincerely,

Mayor John Clark