



TOWN HALL PO Box 10 | 201 N. Railroad Street | Ridgway, Colorado 81432 | 970.626.5308 | www.town.ridgway.co.us

Town of Ridgway

Marketing and Tourism Promotion

Request for Proposals

TOWN OF RIDGWAY
Request for Proposals
for Marketing and Tourism Promotion

Notice is hereby given that the Town of Ridgway, Colorado will receive proposals from qualified and professional consultants for advertising and marketing services.

Two paper copies and one electronic copy of the proposal in a sealed envelope clearly marked "Marketing and Tourism Promotion" and the name, address and phone number of the proposer must be received by the Town Clerk's Office at Ridgway Town Hall, 201 N. Railroad Street, or PO Box 10, Ridgway, CO 81432 **by 4:00 p.m. MST on Friday, September 26, 2025**. Any proposals received after said date/time will be returned unopened.

The Town reserves the right to reject any and all proposals, to waive any and all informalities and to negotiate contract terms with the successful proposer, or to accept the proposal for the contract, which in the Town's judgement best serves the interest of the Town of Ridgway. The Town reserves the right to disregard all non-conforming, non-responsive, or conditional proposals.

The full Request for Proposals (RFP) can be viewed at <https://www.colorado.gov/pacific/ridgway/requests-proposals-bids>.

By: Pam Kraft, Town Clerk

Publication: Ouray County Plaindealer –August 28, September 4, 2025

INTRODUCTION

Ridgway is a rural town of approximately 1,300 residents in the San Juan Mountains of Western Colorado. While tourism is not the primary economic driver, it remains vital to the town's vibrancy. Ridgway is seeking an organization to spearhead marketing and tourism promotion (i.e., marketing strategist) on the Town of Ridgway's behalf to enhance visitor engagement, support local businesses, and reinforce community identity, especially by targeting visitors already traveling to nearby destinations such as Telluride, Ouray, and Montrose.

BACKGROUND

In 1992, the Town of Ridgway's first Lodging Tax of \$1 per night per occupied room was adopted. In 2002, Ridgway voters approved changing the Lodging Tax to \$2 per night with half the revenues for tourism promotion and the other half for mitigating the effects of tourism and growth. In November 2015, the Ridgway electorate approved a ballot question changing the Town's Lodging Tax rate from \$2 per room per night to 3.5 percent per room per night. In addition, voters agreed that "up to 70% of the proceeds of the Lodging Tax be used for tourism promotion and economic development." This change was codified via Ordinance No. 01-2016. In November 2023, Ballot Issue 2A was passed by voters authorizing a change to the Lodging Tax rate from 3.5% to 6.0% and a modification to how the proceeds are used. More specifically, 50% of the net lodging tax revenues received by the Town are now used for tourism promotion and economic development purposes and the other 50% of the net lodging tax revenues are used to advance affordable housing and childhood care and education efforts. This change was codified via Ordinance No. 08-2023.

For many years, the Town of Ridgway partnered with Ridgway Area Chamber of Commerce (RACC) by tapping RACC to spearhead tourism promotion, economic development, and general marketing efforts. The Town's current agreement with RACC expires on December 31, 2025. In the early part of 2025, the Ridgway Town Council elected to renew the agreement with RACC for FY2025 and directed Town staff to, in late summer/early fall of 2025, pursue a competitive process by way of an RFP, so that any entity or individual with proven marketing and tourism promotion experience may submit a proposal to highlight their experience and capabilities to successfully deliver on the scope of services required.

SCOPE OF SERVICES

The successful Respondent is expected to demonstrate a commitment to inclusive, comprehensive promotion, proactively educating visitors and locals about the wide range of activities in our community. The Town seeks implementation of a digital-first, place-based marketing strategy that reflects Ridgway's values, aligns with Creative District and Main Street goals, and leverages regional tourism activity. The selected consultant will work closely with Town staff to align campaigns with Town goals and regional partnerships.

The Town anticipates an annual budget of approximately \$60,000 for contracted marketing services, subject to annual appropriation by the Ridgway Town Council.

The successful Respondent will be expected to complete a scope of work that will include, but not be limited to the following:

a. Campaign Strategy and Development

- Develop targeted marketing campaigns that reflect Ridgway’s cultural, artistic, recreational, and historic assets.
- Collaborate with Town staff, creative professionals, and community stakeholders to ensure campaign alignment with local identity and community input.
- Integrate a “Do Ridgway Right” campaign that promotes responsible tourism and community values in alignment with the Colorado Tourism Office’s “Do Colorado Right” campaign.
- Identify and build strategic partnerships with local and regional tourism stakeholders.

b. Content Coordination

- Work with content creators (writers, photographers, designers, videographers), locally based when practical, to produce:
 - i. High-quality images and short-form video
 - ii. Social media content and itineraries
 - iii. Posters, flyers, and print assets
 - iv. Visitor information content for self-service kiosks, including maps, event listings, and values-based messaging
- Support coordination of content across platforms, including the destination website, Localist calendar, digital kiosks, and print materials, to ensure brand alignment and consistency.
- Subcontract with local creatives under this contract, with approval from the Town.



c. Media Placements and Distribution

- Implement paid placements in key regional markets (e.g., Telluride, Ouray, Montrose, Grand Junction), including:
 - i. Paid social media (Instagram, Facebook, YouTube, etc.)
 - ii. Regional radio and print advertising
 - iii. Community newspapers and tourism publications
 - iv. Tourism websites and calendars

d. Destination Website Management

- Manage and update the Town's official destination site (ridgwaycolorado.com), including:
 - i. Homepage features aligned with current campaigns
 - ii. Calendar and itinerary integration (via Localist or other tools)
 - iii. Business listings and seasonal updates
 - iv. Ensure mobile-friendly design and ADA accessibility
 - v. Coordinate with the Town to manage updates and visitor-facing content on the destination website.
 - vi. Should ridgwaycolorado.com no longer be available, work with Town staff to migrate content or develop a new visitor website that maintains continuity of branding and SEO performance.
 - vii. Assist, if needed, with technical transition planning or support in the event of a domain transfer.

e. Newsletter and Calendar Promotion

- Create a monthly (or bi-monthly) visitor-facing email newsletter using Localist or Town-approved tools.
- Promote the Town's county-wide calendar through organic and paid efforts.
- Collaborate with other event organizers to increase calendar usage and visibility.

f. Performance Measurement & Reporting

- Establish measurable goals for campaign reach, engagement, and conversion.
- Track and report quarterly on:
 - i. Website analytics
 - ii. Social media reach and engagement
 - iii. Paid campaign performance and ROI
 - iv. Recommendations for improvement

METHOD OF SUBMITTAL AND PROPOSAL FORM

Proposers shall submit two (2) paper copies printed double sided and one (1) electronic copy of the proposal in a sealed envelope, clearly marked with "Marketing and Tourism Promotion", no later than 4:00 p.m. MST on Friday, September 26, 2025 to:

Town Clerk's Office
PO Box 10
201 N Railroad Street
Ridgway, CO 81432

Proposals should focus on the qualifications and experience in providing the services requested above. A short list of individuals or firms may be developed based upon the proposals submitted. Proposals shall include the following in the order given:

- A. **Cover Letter:** A letter of interest expressing Respondent's interest in the Project. Include in the letter of interest a statement regarding Respondent's time and ability to commit key personnel to the Project. The letter of interest should also include the name, address, and phone number of the person who will be authorized to make a presentation to the Town concerning the Proposal on behalf of the Respondent.
- B. **Company Qualifications, Relevant Project Experience and References:** A summary of previous work completed by Respondent and similar to the Project. The summary should include at least three (3) specific examples of relevant project experience in Colorado. The summary should also include the dates of completion of such prior, similar projects and the deliverables achieved for such prior projects. In addition to a summary, include a list with a minimum of three (3) references including email addresses, phone numbers, and physical addresses for all such references.
- C. **Staff Team and Organization:** A brief overview of Respondent's key personnel who will be devoted to work on the Project. Include respective job titles, timelines of employment with Respondent, and experience with projects similar to the Project.

- D. **Cost of Services:** An itemized list of costs for the work, requirements, and obligations listed or contemplated in the Scope of Services section of this RFP.

QUESTIONS AND ADDENDA

Questions regarding this RFP must be received in writing via email to Preston Neill, Ridgway Town Manager, at pneill@town.ridgway.co.us no later than 3:00 p.m. MST on, Thursday, September 11, 2025. Responses to questions will be provided directly by email and posted on the Town's website at <https://www.colorado.gov/pacific/ridgway/requests-proposals-bids> directly after the "Last Date for Questions" identified in the timeline below. Interested parties are highly encouraged to check the Town's website at the link above immediately after 5:00 p.m. on Friday, September 12, 2025, and prior to submitting a proposal to ensure they have all necessary and up-to-date information.

All addenda to this RFP, if any, will be issued by 5:00 p.m. on Friday, September 12, 2025.

SELECTION AND INTERVIEW PROCESS

The Town's review of proposals will focus in general on the expertise, experience and understanding of the scope of services as evidenced by the proposals. Proposals will be evaluated using the following criteria:

- Qualifications of the Respondent and the associated team members and their experience with similar projects.
- Understanding or experience with the requested scope of services and working with small local governments with limited resources.
- Time frame for completion of the project.
- Ability of the Respondent to complete the work in a cost-effective and timely manner.
- Comprehensive proposal package, including unique and creative technical approaches which are clearly articulated in the proposal that will enhance the project outcomes and deliverables.
- Overall responsiveness to the RFP.
- The degree to which the proposal meets or exceeds the terms of the Request for Proposal.
- Results of reference checks and past performance for other clients.

All proposals will be reviewed and evaluated by an Evaluation Committee consisting of Town staff members, a Town Council member, and other stakeholders. The Town reserves the right to request clarification or additional information from individual Respondents.

As part of the evaluation process, the Town expects the Evaluation Committee to interview some, but not necessarily all, of the Respondents. If selected for an interview, presentations will be limited

in time with additional time for questions. Respondents may also be asked to supplement their submittals as part of the selection process.

TIMELINE

Identified below are the milestone dates associated with this project (subject to change).

<i>RFP Issued:</i>	<i>Friday, August 15, 2025</i>
<i>Last Date for Questions:</i>	<i>Thursday, September 11, 2025 by 3:00 p.m. MST</i>
<i>Responses to Questions and/or</i>	<i>Friday, September 12, 2025 by 5:00 p.m. MST</i>
<i>Addendum Issued by Town (if necessary)</i>	
<i>Proposal Due Date/Opening of Proposals:</i>	<i>Friday, September 26, 2025 by 4:00 p.m. MST</i>
<i>Notifications Re Interview Status</i>	<i>Friday, October 3, 2025</i>
<i>Interviews (in-person or virtually)</i>	<i>Tuesday, October 14, 2025</i>
<i>Final Consultant Selection</i>	<i>Friday, October 17, 2025</i>
<i>Notice of Award by Town Council:</i>	<i>Wednesday, November 12, 2025</i>
<i>Executed Contract and Required Documents Submitted</i>	<i>November 2025 to December 2025</i>
<i>Project Commences:</i>	<i>January 2025</i>

ADDITIONAL INFORMATION

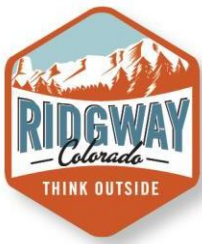
The Town intends to select one consultant to provide the services described herein. The Town reserves the right to accept or reject any or all proposals, to waive any and all informalities and to negotiate contract terms with the successful proposer, or to accept the proposer for the contract, which in its judgement best serves the interest of the Town, and the right to disregard all non-conforming, non-responsive, or conditional proposals.

The Town will work to honor confidentiality requests to the extent possible and reasonable. If you feel certain aspects of your proposal are proprietary in nature, please clearly indicate those specific components in the submittal as the Town and County subject to Colorado Open Records Act requests.

For more information about the Town of Ridgway, please visit <https://townofridgway.colorado.gov/>.

ATTACHMENT

Attachment A – Draft Professional Services Agreement



ATTACHMENT A

TOWN HALL PO Box 10 | 201 N. Railroad Street | Ridgway, Colorado 81432 | 970.626.5308 | www.town.ridgway.co.us

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is entered into as of this _____ day of _____, 2025, by and between the Town of Ridgway, State of Colorado, hereinafter referred to as "Town" and _____, 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 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 shall be initiated upon execution of this Agreement, shall be pursued with due diligence thereafter, and shall be continued until December 31, 2025, unless terminated prior.

3. **PROFESSIONAL RESPONSIBILITY**

Contractor shall complete the services with the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality ("Standard of Care"), and 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, which do not meet the Standard of Care as set by the Town. 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. **TOWN'S RESPONSIBILITIES**

The Town shall provide necessary direction and make decisions, including prompt review of Contractor's submittals, and carry out its other responsibilities in a timely manner so as not to delay Contractor's performance of its services.

The Town shall be responsible for all requirements and instructions that it furnishes to Contractor pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by the Town to Contractor pursuant to this Agreement. Contractor may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.



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5. **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, unless damage or injury was caused by the Town's negligence. 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 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 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.

To the fullest extent permitted by Laws and Regulations, the Town and Contractor waive against each other, and the other's officers, directors, members, partners, agents, employees, subconsultants, and insurers, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes. Such excluded damages include but are not limited to loss of profits or revenue; loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; and cost of capital.

6. **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. **PAYMENT**

The Contractor shall perform the Scope of Services and shall invoice the Town for work performed based on _____ performance benchmarks: 1), 2), 3), 4), and 5). Total compensation shall not exceed _____, to be paid in _____ installments according to the performance benchmarks and fee schedule described in Exhibit A.

The Contractor shall submit invoices and requests for payment in a form acceptable to the Town. Invoices shall not be submitted more often than once each month unless otherwise approved by this Agreement or in writing by the Town. Unless otherwise



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directed or accepted by the Town, all invoices shall contain sufficient information describing the completion of each performance benchmark and applicable “project coordination and administration” expenses for the Services during the stated period of the invoice. Following receipt of a Contractor’s invoice, the Town shall promptly review the Contractor’s invoice and remit payment within 30 days.

8. **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.

9. **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.

10. **ASSIGNMENT**

This Agreement may not be assigned nor subcontracted by either party without the written consent of the other party. Provided, however, Contractor shall arrange for substitute service in those instances when Contractor is not able to perform the services due to temporary absence.

11. **INSURANCE**

The Contractor agrees to procure and maintain, at its own cost, a policy or policies of insurance. The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to the Contract Documents by reason of its failure to



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procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, duration, or types.

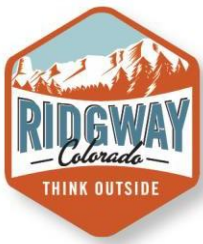
Contractor shall procure and maintain the insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to Town. All coverages shall be continuously maintained from the date of commencement of services hereunder.

- A. Worker's Compensation insurance to cover obligations imposed by the Worker's Compensation Act of Colorado and any other applicable laws for any employee engaged in the performance of work under this contract.
- B. Commercial general liability insurance with combined single limits of one million dollars (\$1,000,000) each occurrence and one million dollars (\$1,000,000) aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations.
- C. Comprehensive Automobile Liability insurance with combined single limits for bodily injury and property damage of five hundred thousand dollars (\$500,000) each occurrence and five hundred thousand dollars (\$500,000) aggregate with respect to each of Contractor's owned, hired and non-owned vehicles assigned to or used in performance of the services.

The policies required above, except of the Worker's Compensation insurance, shall be endorsed to include the Town and the Town's officers and employees as additional insureds. Every policy required above shall be primary insurance and any insurance carried by the Town, its officers, or its employees, shall be excess and not contributory insurance to that provided by Contractor. The Contractor shall be responsible for any deductible losses under any policy required above.

Certificates of insurance shall be completed by the Contractor's insurance agent as evidence that policies providing the required coverages and minimum limits are in full force and effect, and shall be reviewed and approved by the Town prior to commencement. The Town reserves the right to request and receive a certified copy of any policy.

Failure on the part of the Contractor to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of contract upon which the Town may immediately terminate this contract, or at its discretion Town may procure or renew any such policy or any extended reporting period



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thereto and may pay any and all premiums in connection therewith, and all monies so paid by the Town shall be repaid by Contractor to the Town upon demand, or the Town may offset the cost of the premiums against any monies due to Contractor from the Town.

The parties hereto understand and agree that the Town is relying on, and does not waive or intend to waive by any provision of this contract, the monetary limitations (presently \$350,000 per person and \$990,000 per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 *et seq.*, as from time to time amended.

12. **CONTRACTOR OPERATIONS**

Contractor shall provide services as set forth in Exhibit A.

Contractor shall establish and maintain an office in where service may be obtained and complaints rendered, utilizing regular business hours (8AM to 5 PM), Monday through Friday. During off hours, telephone inquiries shall be received either by voice mail or through an answering service.

All personnel of the Contractor involved with the services of the Contractor to the Town shall be courteous and respectful at all times. Personnel driving Contractor's vehicles shall each at all times possess and carry the appropriate Colorado Commercial Drivers License ("CDL") for the particular type of vehicle or equipment operated. The Town may request the removal or transfer of any employee of the Contractor who violates the provisions hereof, or who is wanton, negligent or discourteous in the performance of such duties.

Contractor shall not use a firm name containing "Town of Ridgway" or other words which could imply municipal ownership.

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. **REMEDIES**

A. In addition to any other remedies provided for in this Agreement, and without limiting its remedies available at law, the Town may exercise the following remedial actions if the Contractor substantially fails to perform the duties and obligations of this Agreement. Substantial failure to perform the duties and obligations of this Agreement shall mean a significant, insufficient, incorrect, or



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improper performance, activities or inactions by the Contractor. The remedial actions include:

- a. Suspend the Contractor's performance pending necessary corrective action as specified by the Town without the Contractor's entitlement to an adjustment in any charge, fee, rate, price, cost, or schedule; and/or
- b. Withhold payment to the Contractor until the necessary services or corrections in performance are satisfactorily completed; and/or
- c. Deny payment for those services which have not been satisfactorily performed, and which, due to circumstances caused by the Contractor, cannot be performed, or if performed would be of no value to the Town; and/or
- d. Terminate this Agreement in accordance with this Agreement.

- B. The foregoing remedies are cumulative and the Town, in its sole discretion, may exercise any or all of the remedies individually or simultaneously.

15. RECORDS AND OWNERSHIP

- A. Retention and Open Records Act Compliance. All records of the Contractor related to the provision of Services hereunder, including public records as defined in the Colorado Open Records Act ("CORA"), and records produced or maintained in accordance with



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this Agreement, are to be retained and stored in accordance with the Town's records retention and disposal policies. Those records which constitute "public records" under CORA are to be at the Town offices or accessible and opened for public inspection in accordance with CORA and Town policies. Public records requests for such records shall be processed in accordance with Town policies. Contractor agrees to allow access by the Town and the public to all documents subject to disclosure under applicable law. Contractor's willful failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the Town. For purposes of CORA, the Town Clerk is the custodian of all records produced or created as a result of this Agreement. Nothing contained herein shall limit the Contractor's right to defend against disclosure of records alleged to be public.

- B. Town's Right of Inspection. The Town shall have the right to request that the Contractor provide to the Town a list of all records of the Contractor related to the provision of Services hereunder retained by the Contractor in accordance with this subsection and the location and method of storage of such records. Contractor agrees to allow inspection at reasonable times by the Town of all documents and records produced or maintained in accordance with this Agreement.
- C. Ownership. Any work product, materials, and documents produced by the Contractor pursuant to this Agreement shall become property of the Town of Ridgway upon delivery and shall not be made subject to any copyright by the Contractor unless authorized by the Town. Other materials, statistical data derived from other clients and other client projects, software, methodology and proprietary work used or provided by the Contractor to the Town not specifically created and delivered pursuant to the Services outlined in this Agreement shall not be owned by the Town and may be protected by a copyright held by the Contractor and the Contractor reserves all rights granted to it by any copyright. The Town shall not reproduce, sell, or otherwise make copies of any copyrighted material, subject to the following exceptions: (1) for exclusive use internally by Town staff and/or employees; or (2) pursuant to a request under the Colorado Open Records Act, § 24-72-203, C.R.S., to the extent that such statute applies; or (3) pursuant to law, regulation, or court order. The Contractor waives any right to prevent its name from being used in connection with the Services. The Contractor may publicly state that it performs the Services for the Town. The Town acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed or reviewed by the Contractor, or for use or reuse by the Town or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Contractor. Any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Contractor, as appropriate for the specific purpose intended, will be at the Town's sole risk and without liability or legal exposure to Contractor or to its officers, directors, members, partners, agents, employees, and Subconsultants.
- D. Return of Records to Town. At the Town's request, upon expiration or termination of

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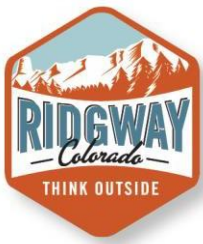


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this Agreement, all records of the Contractor related to the provision of Services hereunder, including public records as defined in the CORA, and records produced or maintained in accordance with this Agreement, are to be returned to the Town in a reasonable format and with an index as determined and requested by the Town.

16. **MISCELLANEOUS**

A. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Ouray County, Colorado.



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B. No Waiver. Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the town shall not constitute a waiver of any of the other terms or obligations of this Agreement.

C. Integration. This Agreement constitutes the entire agreement between the Parties, superseding all prior oral or written communications.

D. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

E. Modification. This Agreement may only be modified upon written agreement signed by the Parties.

F. Assignment. Neither this Agreement nor any of the rights or obligations of the Parties hereto, shall be assigned by either Party without the written consent of the other.

G. Affirmative Action. The Contractor warrants that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor warrants that it will take affirmative action to ensure applicants are employed, and employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

H. Governmental Immunity. The Town, its officers, and its employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended ("CGIA"), or otherwise available to the City and its officers or employees. Presently, the monetary limitations of the CGIA are set at three hundred eighty-seven thousand dollars (\$387,000) per person and one million ninety-three thousand dollars (\$1,093,000) per occurrence for an injury to two or more persons in any single occurrence where no one person may recover more than the per person limit described above.

I. Binding Effect. The Parties agree that this Agreement, by its terms, shall be binding upon the successors, heirs, legal representatives, and assigns; provided that this Section XII shall not authorize assignment.

J. No Third-Party Beneficiaries. Nothing contained in this Agreement is intended to or shall create a contractual relationship with, cause of action in favor of, or claim for relief for, any third party, including any agent, sub-consultant or subcontractor of



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Contractor. Absolutely no third-party beneficiaries are intended by this Agreement. Any third party receiving a benefit from this Agreement is an incidental and unintended beneficiary only.

K. Release of Information. The Contractor shall not, without the prior written approval of the City, release any privileged or confidential information obtained in connection with the Services or this Agreement.

L. Attorneys' Fees. If the Contractor breaches this Agreement, then it shall pay the City's reasonable costs and attorney's fees incurred in the enforcement of the terms, conditions, and obligations of this Agreement.

M. Survival. The provisions of Sections VI (Independent Contractor), VII (Insurance), VIII (Indemnification) and XII (A) (Governing Law and Venue), (J) (Rights and Remedies), (K) Annual Appropriation), (N) (Release of Information) and (O) Attorneys' Fees, shall survive the expiration or termination of this Agreement.

N. Agreement Controls. In the event a conflict exists between this Agreement and any term in any exhibit attached or incorporated into this Agreement, the terms in this Agreement shall supersede the terms in such exhibit.

O. Force Majeure. Neither the Contractor nor the City shall be liable for any delay in, or failure of performance of, any covenant or promise contained in this Agreement, nor shall any delay or failure constitute default or give rise to any liability for damages if, and only to extent that, such delay or failure is caused by "force majeure." As used in this Agreement, "force majeure" means acts of God, acts of the public enemy, acts of terrorism, unusually severe weather, fires, floods, epidemics, quarantines, strikes, labor disputes and freight embargoes, to the extent such events were not the result of, or were not aggravated by, the acts or omissions of the non-performing or delayed party.

P. Protection of Personal Identifying Information. In the event the Services include or require the City to disclose to Contractor any personal identifying information as defined in C.R.S. § 24-73-101, Contractor shall comply with the applicable requirements of C.R.S. §§ 24-73-101, et seq., relating to third-party services providers.

Q. Authority. The individuals executing this Agreement represent that they are expressly authorized to enter into this Agreement on behalf of the Town and the Contractor and bind their respective entities.

R. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document. In addition, the Parties specifically acknowledge and agree that electronic signatures shall be effective for all purposes, in accordance with the provisions of the Uniform Electronic Transactions Act, Title 24, Article 71.3 of the Colorado Revised



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Statutes.

17. **DATE**

This Agreement is dated _____, 2025.

18. **EMPLOYMENT OF “ILLEGAL ALIENS”**

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.



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- 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

By _____
John I. Clark,
Mayor

ATTEST:

Pam Kraft,
Town Clerk

CONTRACTOR:

By _____
Name, Title