

SERVICES AGREEMENT

THIS AGREEMENT made and entered into the day and year set forth below by and between THE CITY OF FORT COLLINS, COLORADO, a Municipal Corporation ("City"), UNITED WAY OF LARIMER COUNTY ("Fiscal Agent" and/or "UWLC"), CATHOLIC CHARITIES AND COMMUNITY SERVICES OF THE ARCHDIOCESE OF DENVER, INC., a Colorado nonprofit corporation and FORT COLLINS RESCUE MISSION ("Service Providers").

WITNESSETH:

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

1. Contract Period. This Agreement shall commence November 1, 2021 and shall continue in full force and effect until April 30, 2022, unless sooner terminated as herein provided (the "Contract Period").
2. Scope of Services.
 - (a) Catholic Charities agrees to provide additional onsite emergency shelter space at Service Provider's facility located at 460 Linden Center Dr., Fort Collins, CO 80524 for a maximum of 44 homeless single women and up to 9 families on a nightly basis during the Contract Period.
 - (b) Fort Collins Rescue Mission (FCRM) agrees to (a) provide space in the Fort Collins Rescue Mission facility located at 316 Jefferson Street, Fort Collins, Colorado 80524 for up to 22 additional men during the Contract Period, and direct qualifying clients to any appropriate shelter spaces, and (b) operate an overflow shelter at 212 W. Mountain pursuant to that lease agreement (Attachment 1).
 - (c) The Fiscal Agent shall:
 - 1) Act as fiscal agent for this project;
 - 2) Pay Service Providers upon proper invoicing for the costs of operating the shelters

including staff wages and benefits for training and running the shelters; necessary supplies; and shelter operations not to exceed shelter funding received by the City and funds raised by UWLC staff on behalf of the shelters and subject to UWLC's administrative fee.

3) Delay. If any party is prevented in whole or in part from performing its obligations by unforeseeable causes beyond its reasonable control and without its fault or negligence, then the party so prevented shall be excused from whatever performance is prevented by such cause. To the extent that the performance is actually prevented, such party must provide written notice to the other parties of such condition within fifteen (15) days from the onset of such condition.

3. Early Termination by City/Notice. Notwithstanding the time periods contained herein, the City may terminate this Agreement at any time without cause by providing written notice of termination to the Fiscal Agent, FCRM and Catholic Charities (Service Providers). Such notice shall be delivered at least fifteen (15) days prior to the termination date contained in said notice unless otherwise agreed in writing by the parties. All notices provided under this Agreement shall be effective when mailed, postage prepaid and sent to the following addresses:

Service Provider:
Catholic Charities Archdiocese of Denver
Attn: Joseph Domko
460 Linden Center Dr.
Fort Collins, CO 80524

City:
City of Fort Collins
Attn: Beth Yonce
PO Box 580
Fort Collins, CO 80522

Fiscal Agent:

United Way of Larimer County
Attn: Deirdre Sullivan
525 West Oak Street Suite 101
Fort Collins, CO 80521

FCRM:

Fort Collins Rescue Mission
Attn: Seth Forwood
316 Jefferson St.
Fort Collins, CO 80524

4. In the event of early termination by the City, the Service Provider shall be paid for services rendered to the date of termination, subject only to the satisfactory performance of the Service

Provider's obligations under this Agreement and funds secured. Such payment shall be the Service Provider's sole right and remedy for such termination.

If the Winter Shelter Memorandum of Understanding 2021-2022 is terminated this Agreement will automatically terminate as of the same date, except that the Fiscal Agent shall reimburse the parties for services rendered, as provided in paragraph 5(b) below, to the date of termination.

5. Contract Sum.

(a) The Service Provider's total budget for services under this Agreement is \$285,382.40, intended to cover up to 182 nights of shelter services and up to 5 nights of staff training during the Contract Period. The City will provide \$170,000 of this funding from the sources listed below (the "City Funds"), the funds remaining from last year with the Fiscal Agent will also be utilized. Fiscal Agent will fundraise and research grant opportunities but is obligated to raise only \$20,000; any additional funds raised will be restricted for winter overflow shelter purposes.

- 1) The Fiscal Agent is holding \$500 in City Funds from the 2019-2020 program, which will be applied to this year's winter shelter program.
- 2) The City will provide the Fiscal Agent additional City Funds of \$170,000 for 2021-2022. The City does not guarantee additional compensation beyond this amount but may provide additional City Funds during the term of this Agreement, if needed. Additional funds identified through the American Rescue Plan Act (ARPA), if applicable, will be directly contracted between the City and Service Providers.

(b) The Fiscal Agent will disburse the City Funds as follows:

- 1) The Fiscal Agent shall pay the Service Providers for the reasonable costs of the shelter operations as described in this Agreement. The Service Providers will invoice the Fiscal Agent monthly for the preceding month.
- 2) The Fiscal Agent is authorized to retain an amount equal to 6% of the City Funds as an

administrative fee for its services.

6. City Representative. The City will designate, prior to commencement of the work, its representative who shall make, within the scope of his or her authority, all necessary and proper decisions with reference to the services provided under this agreement. All requests concerning this agreement shall be directed to the City Representative.
7. Independent Service Provider. The services to be performed by Service Providers (Catholic Charities and FCRM) and Fiscal Agent are those of an independent service provider and not of an employee of the City of Fort Collins. The City shall not be responsible for withholding any portion of Service Provider's compensation hereunder for the payment of FICA, Workmen's Compensation or other taxes or benefits or for any other purpose.
8. Subcontractors. Service Providers and Fiscal Agent may not subcontract any of the Work to be provided pursuant to this Agreement without the prior written consent of the City, which shall not be unreasonably withheld. If any of the Work is subcontracted hereunder (with the consent of the City), then the following provisions shall apply: (a) the subcontractor must be a reputable, qualified firm with an established record of successful performance in its respective trade performing identical or substantially similar work, (b) the subcontractor will be required to comply with all applicable terms of this Agreement, (c) the subcontract will not create any contractual relationship between any such subcontractor and the City, nor will it obligate the City to pay or see to the payment of any subcontractor, and (d) the work of the subcontractor will be subject to inspection by the City to the same extent as the work of the Service Provider.
9. Personal Services. It is understood that the City enters into the Agreement based on the special abilities of the Service Providers and Fiscal Agent and that this Agreement shall be considered as an agreement for personal services. Accordingly, the Service Providers and Fiscal Agent shall neither assign any responsibilities nor delegate any duties arising under the Agreement without the prior written consent of the City.

10. Acceptance Not Waiver. The City's approval or acceptance of, or payment for any of the services shall not be construed to operate as a waiver of any rights or benefits provided to the City under this Agreement or cause of action arising out of performance of this Agreement.

11. Non-discrimination.

All programs assisted with funding through the City must be made available without discrimination based on race, color, national origin, age, sex, sexual orientation, religion, familial status or disability. **Funds provided under this Agreement must not be used for religious activities, to promote religious interests, or for the benefit of a religious organization, except incidentally to the public purpose provided by the activities coordinated under this Agreement. The services provided hereunder will serve all eligible beneficiaries without regard to religion and may not be restricted to people of a particular religion or by reason of their participation (or lack thereof) in religious activities.**

12. Default. Each and every term and condition hereof shall be deemed to be a material element of this Agreement. In the event either party should fail or refuse to perform according to the terms of this Agreement, such party may be declared in default thereof.

13. Remedies. In the event a party has been declared in default, such defaulting party shall be allowed a period of ten (10) days within which to cure said default. In the event the default remains uncorrected, the party declaring default may elect to (a) terminate the Agreement and seek damages; (b) treat the Agreement as continuing and require specific performance; or (c) avail himself of any other remedy at law or equity. If the non-defaulting party commences legal or equitable actions against the defaulting party, the defaulting party shall be liable to the non-defaulting party for the non-defaulting party's reasonable attorney fees and costs incurred because of the default.

14. Binding Effect. This Agreement shall be binding upon said parties, their officers, employees, agents

and assigns and shall inure to the benefit of the respective successors and assigns of said parties.

15. Indemnity.

(a) The Service Providers and Fiscal Agent agree to indemnify and save harmless the City and their respective officers, agents and employees against and from any and all actions, suits, claims, demands or liability of any character whatsoever brought or asserted for injuries to or death of any person or persons, or damages to property arising out of, result from or occurring in connection with the performance of any service hereunder.

(b) All parties shall take all necessary precautions in performing the work hereunder to prevent injury to persons and property.

16. Insurance.

During the term of the Agreement, the Service Providers and Fiscal Agent shall maintain general liability insurance to provide coverage for damage claims of personal injury, including accidental death, as well as for claims for property damage, which may arise directly or indirectly from the performance of work under this Agreement. Coverage for property damage shall be on a "broad form" basis. The amount of insurance for general liability, shall not be less than \$1,000,000 combined single limits for bodily injury and property damage. The City, its officers, agents and employees shall be named an additional insured on such general liability insurance policies.

During the term of the Agreement, the Service Providers and Fiscal Agent shall maintain Workers' Compensation & Employer's Liability insurance for all employees engaged in work performed under this Agreement as required by Colorado law.

17. Entire Agreement. This Agreement, along with all Exhibits and other documents incorporated herein, shall constitute the entire Agreement of the parties with respect to the matters described herein. Covenants or representations not contained in this Agreement shall not be binding on the parties.

18. Law/Severability. The parties, in performance of this Agreement, agree to comply with all applicable Federal, State and Local laws, regulations and ordinances, and other policies and guidelines established for the City of Fort Collins including, but not limited to, the Americans with Disabilities Act and all regulations interpreting or enforcing such act. The laws of the State of Colorado shall govern the construction, interpretation, execution and enforcement of this Agreement. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

19. Prohibition Against Employing Workers Without Authorization. Pursuant to Section 8-17.5-101, C.R.S., et. seq., Service Providers and Fiscal Agent represent and agree that:
 - a. As of the date of this Agreement:
 1. They do not knowingly employ or contract with a worker without authorization who will perform work under this Agreement; and
 2. They will participate in either the e-Verify program created in Public Law 208, 104th Congress, as amended, and expanded in Public Law 156, 108th Congress, as amended, administered by the United States Department of Homeland Security (the “e-Verify Program”) or the Department Program (the “Department Program”), an employment verification program established pursuant to Section 8-17.5-102(5)(c) C.R.S. in order to confirm the employment eligibility of all newly hired employees to perform work under this Agreement.
 - b. They shall not knowingly employ or contract with a worker without authorization to perform work under this Agreement or knowingly enter into a contract with a subcontractor that knowingly employs or contracts with a worker without authorization to perform work under this Agreement.
 - c. They are prohibited from using the e-Verify Program or Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

- d. If Service Providers or Fiscal Agent obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with a worker without authorization, such party shall:
 - 1. Notify such subcontractor and the City within three days that such party has actual knowledge that the subcontractor is employing or contracting with a worker without authorization; and
 - 2. Terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to this section the subcontractor does not cease employing or contracting with the worker without authorization; except that such party 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 a worker without authorization.
 - e. They shall comply with any reasonable request by the Colorado Department of Labor and Employment (the "Department") made in the course of an investigation that the Department undertakes or is undertaking pursuant to the authority established in Subsection 8-17.5-102 (5), C.R.S.
 - f. If Service Providers or Fiscal Agent violates any provision of this Agreement pertaining to the duties imposed by Subsection 8-17.5-102, C.R.S. the City may terminate this Agreement. If this Agreement is so terminated, such party shall be liable for actual and consequential damages to the City arising out of such party's violation of Subsection 8-17.5-102, C.R.S.
 - g. The City will notify the Office of the Secretary of State if Service Provider or Fiscal Agent violates this provision of this Agreement and the City terminates the Agreement for such breach.
20. Authority. Each person executing this Agreement represents that he or she is duly authorized to execute this Agreement in his or her representative capacity as indicated.
21. Counterpart and Facsimile Signatures. This Agreement may be executed in two or more

counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. Signatures may be delivered by facsimile copy. Facsimile signatures are binding on the parties as if they were originals.

CITY OF FORT COLLINS, COLORADO
a municipal corporation

DocuSigned by:
By: Kelly DiMartino
Kelly DiMartino, Interim City Manager

Date: 12/17/2021

ATTEST:

DocuSigned by:
Tammi Pusheck
Interim City Clerk

(Print name) Tammi Pusheck

APPROVED AS TO FORM:

DocuSigned by:
Adam Stephens
Assistant City Attorney

(Print name) Adam Stephens

CATHOLIC CHARITIES AND COMMUNITY SERVICES OF THE
ARCHDIOCESE OF DENVER, INC.,
a Colorado nonprofit corporation

DocuSigned by:
By: Darren Walsh
Darren Walsh

PRESIDENT & CEO

Date: 12/7/2021

ATTEST:

DocuSigned by:
Philip F Vottiero
Philip Vottiero, CFO

UNITED WAY OF LARIMER COUNTY

DocuSigned by:
By: Deirdre Sullivan
FA67444E67A94A0...

Deirdre Sullivan
PRESIDENT/CEO

Date: 12/7/2021

ATTEST:

DocuSigned by:
Diane Hathaway
974E471E0F124CB
Diane Hathaway, CFO

FORT COLLINS RESCUE MISSION,
a Colorado nonprofit corporation

DocuSigned by:
By: Seth Forwood
AD28F74D48D441B...

Seth Forwood
SENIOR DIRECTOR

Date: 12/7/2021

ATTEST:

DocuSigned by:
Kevin Mann
F43797C772584F6
Kevin Mann, CFO

**MEMORANDUM OF UNDERSTANDING
FORT COLLINS WINTER EMERGENCY OVERNIGHT SHELTER 2021-2022**

This memorandum of understanding (“MOU”) is entered into on the date last signed below, and is effective as of November 1, 2021, by and between United Way of Larimer County, a Colorado nonprofit corporation (“United Way”), Catholic Charities and Community Services of the Archdiocese of Denver, Inc., a Colorado nonprofit corporation (“Catholic Charities”), Fort Collins Rescue Mission, a Colorado nonprofit corporation (“FCRM”), and the City of Fort Collins, a Colorado municipal corporation (“City”).

RECITALS:

- A. There is a need for cold weather temporary shelter for the homeless in the Fort Collins area during the upcoming winter season in the event that the demand for shelter at the City’s permanent shelters exceeds existing capacity.
- B. Fort Collins Rescue Mission proposes to operate additional cold weather shelter spaces to accommodate a maximum of 22 additional single men nightly utilizing the cafeteria at Fort Collins Rescue Mission plus additional 42.
- C. Catholic Charities proposes to shelter families experiencing homelessness for families when the onsite Catholic Charities family rooms are full.
- D. The proposed budgets for providing these additional shelter spaces are attached as **Attachment 1**.
- E. Additional Emergency Shelter space will be provided at Catholic Charities for a maximum of 44 homeless single women and up to 9 families on a nightly basis from November 1, 2021 to April 30, 2022.
- F. The parties wish to cooperate to provide overflow and emergency shelter capacity, which will serve a public purpose of benefit to the citizens of Fort Collins.

NOW, THEREFORE, the parties hereto agree as follows:

1. Fort Collins Rescue Mission will:

- Provide space for and operate the Temporary Cold Weather Overflow Shelter in the Fort Collins Rescue Mission facility located at 316 Jefferson Street, Fort Collins, Colorado 80524 for up to 22 additional men from November 1, 2021 through April 30, 2022.
- Be the operator of the Seasonal Overflow Shelter (SOS) at 212 W. Mountain pursuant to a separate lease agreement.
- Direct qualifying clients to the appropriate shelter spaces.

2. Catholic Charities will:

- Provide onsite shelter and support of overflow shelter operations to homeless women and families.

**MEMORANDUM OF UNDERSTANDING
FORT COLLINS WINTER EMERGENCY OVERNIGHT SHELTER 2021-2022**

3. United Way will:

- Act as fiscal agent for this project.
- Solicit funds to support costs associated with the operation of the shelters through grant research, writing and reporting as well as through direct fundraising solicitations of current United Way donors and constituents. United Way fundraise and research grant opportunities but is obligated to raise only \$20,000; any additional funds raised will be restricted for winter overflow shelter purposes.
- Pay Catholic Charities and Fort Collins Rescue Mission for operating seasonal overflow shelters upon proper invoicing.

4. City will:

- Provide \$170,000 in funding to United Way to be used for the purposes outlined above.
- Authorize United Way to utilize any available funds remaining from the 2019-2020 agreement to be used for the purposes outlined above.
- Use of the City's funds is subject to the conditions in **Attachment 2**, and all parties agree to comply with such conditions.

5. Indemnity.

- a. The United Way, Catholic Charities, and FCRM each agree to indemnify the City and their respective officers, agents and employees against and from any and all actions, suits, claims, demands or liability of any character whatsoever brought or asserted for injuries to or death of any person or persons, or damages to property arising out of, resulting from or occurring in connection with the performance of any service hereunder.
- b. All parties shall take all necessary precautions in performing the work hereunder to prevent injury to persons and property.
- c. Nothing herein shall imply any partnership, joint venture, or other association between the parties.

6. Term and Termination. The term of this MOU is from November 1, 2021 to April 30, 2022. Any party may terminate this MOU for any reason upon 30 days written notice to the others. If one party defaults in the performance of its responsibilities under this MOU any other party may send the defaulting party notice of the default. If the default is not cured within ten days, any non-defaulting party may immediately terminate this MOU. In the event of any termination, Catholic Charities and FCRM shall be paid for overflow shelter operating expenses incurred but not yet reimbursed up to the termination date. Any remaining funds will be returned to the funding sources upon termination of this MOU, unless otherwise held over for the following winter's shelter program.

**MEMORANDUM OF UNDERSTANDING
FORT COLLINS WINTER EMERGENCY OVERNIGHT SHELTER 2021-2022**

7. Entire Agreement, Modification. This MOU constitutes the entire agreement among the parties related to this matter. No subsequent changes to the terms of this MOU will be valid unless made in writing and signed by all parties.

8. Authority. Each person executing this MOU represents that he or she is duly authorized to execute this MOU in his or her representative capacity as indicated.

9. Counterpart and Facsimile Signatures. This MOU may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. Signatures may be delivered by facsimile copy. Facsimile signatures are binding on the parties as if they were originals.

**MEMORANDUM OF UNDERSTANDING
FORT COLLINS WINTER EMERGENCY OVERNIGHT SHELTER 2021-2022**

In witness thereof, the parties hereto have caused this Memorandum of Understanding to be executed as of the day and year listed at the beginning of this document.

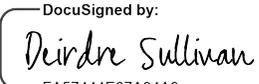
Fort Collins Rescue Mission
a Colorado non-profit corporation

By: 
AD28F74D48D441B...
Signature

Seth Forwood, Senior Director
12/7/2021

Date

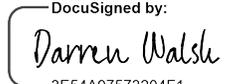
United Way of Larimer County:
a Colorado nonprofit corporation

By: 
FA57444E07A94A9...
Signature
Deirdre Sullivan, President and CEO

12/7/2021

Date

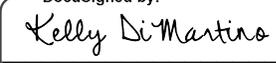
Catholic Charities and Community Services
of the Archdiocese of Denver, Inc.
a Colorado nonprofit corporation

By: 
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Signature
Darren Walsh, President and CEO

12/7/2021

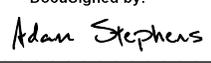
Date

City of Fort Collins, Colorado
a municipal corporation

By: 
10B8895871D89400
Kelly DiMartino, Interim City Manager

Date: 12/17/2021

Approved as to Form:


8B84B4746F6A449
Assistant City Attorney

**MEMORANDUM OF UNDERSTANDING
FORT COLLINS WINTER EMERGENCY OVERNIGHT SHELTER 2021-2022**

ATTACHMENT 1

Proposed budget

The cost associated with operating the temporary cold weather shelters are as follows:

Fort Collins Rescue Mission	November 1, 2021 – April 30, 2022
316 Jefferson St.	
24/7 Operation	\$72,000
Expansion to 100	\$37,608
212 W. Mountain Ave	
Precision Security (\$32/hour) (56 hours/week) (14 patrolled stops)	\$46,376
3 full-time staff, 1 part-time staff, 1 part-time temporary chef (\$16-18/hr)	\$76,800
Total	\$ 232,784

Catholic Charities	Monthly	Total (November 1, 2021- April 30, 2022)
Shelter Salary (4 PT 7 days/week) (4.5 hour shift)	\$4,536.00	\$27,216.00
Benefits/Fringe	\$793.80	\$4,762.80
New Hire Onboarding / Training (25 hr / month)	\$450.00	\$2,700.00
Case Management support (25 hr / month)	\$450.00	\$2,700.00
Heater Rental	\$852.50	\$5,115.00
Propane	\$1,384.10	\$8,304.60
Misc	\$300.00	\$1,800.00
Total	\$8,766.40	\$52,598.40

**MEMORANDUM OF UNDERSTANDING
FORT COLLINS WINTER EMERGENCY OVERNIGHT SHELTER 2021-2022**

ATTACHMENT 2

City Funding Conditions

1. **Compliance with Laws.** The parties, in performance of this Agreement, agree to comply with all applicable Federal, State and Local laws, regulations and ordinances, and other policies and guidelines established for the City of Fort Collins including, but not limited to, the Americans with Disabilities Act and all regulations interpreting or enforcing such act.

2. **Non-discrimination.** All programs assisted with funding through the City must be made available without discrimination based on race, color, national origin, age, sex, sexual orientation, religion, familial status or disability. **Funds provided under this MOU must not be used for religious activities, to promote religious interests, or for the benefit of a religious organization, except incidentally to the public purpose provided by the activities funded under this MOU. The services provided hereunder will serve all eligible beneficiaries without regard to religion and may not be restricted to people of a particular religion or by reason of their participation (or lack thereof) in religious activities.**

3. **Prohibition Against Employing Workers Without Authorization.** This paragraph applies to all parties whose performance of work under this MOU does not involve the delivery of a specific end product other than reports that are merely incidental to the performance of said work. In compliance with C.R.S. § 8-17.5-101, each such party represents and agrees that:
 - (a) As of the date of this MOU, the party does not knowingly employ or contract with a worker without authorization who will perform work under this MOU; and each party will participate in 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 United States Department of Homeland Security and the Social Security Administration, or its successor program (the “E-verify Program”) in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this MOU.

 - (b) No party shall knowingly employ or contract with a worker without authorization to perform work under this MOU or enter into a contract with a subcontractor that fails to certify to such party that the subcontractor shall not knowingly employ or contract with a worker without authorization to perform work under this MOU.

 - (c) Each party has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this MOU through either the E-verify Program or the employment verification program established by the State of Colorado, pursuant to Section 8-17.5-102(5)(c), C.R.S. (the “Department Program”).

 - (d) The parties are prohibited from using the E-verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this MOU is being performed.

 - (e) If any party obtains actual knowledge that a subcontractor performing work under this MOU knowingly employs or contracts with a worker without authorization, such party shall:

**MEMORANDUM OF UNDERSTANDING
FORT COLLINS WINTER EMERGENCY OVERNIGHT SHELTER 2021-2022**

(i) Notify such subcontractor and the City within three days that the party has actual knowledge that the subcontractor is employing or contracting with a worker without authorization; and

(ii) Terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to this section the subcontractor does not cease employing or contracting with the worker without authorization; except that such party 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 a worker without authorization.

(f) All parties shall comply with any reasonable request by the Colorado Department of Labor and Employment (the "Department") made in the course of an investigation that the Department undertakes or is undertaking pursuant to the authority established in Subsection 8-17.5-102 (5), C.R.S.

(g) If any party violates any provision of this MOU pertaining to the duties imposed by Subsection 8-17.5-102, C.R.S. the City may terminate this MOU. If this MOU is so terminated, the party committing the violation shall be liable for actual and consequential damages to the City arising out of Contractor's violation of Subsection 8-17.5-102, C.R.S.

(h) The City will notify the Office of the Secretary of State if any party violates this provision of this MOU and the City terminates the MOU for such breach.