

COMMUNITY AGREEMENT

This Community Agreement (“Agreement”) is made and entered into as of 11/09/23 (the “Effective Date”) by and between Colorado Community Revitalization Association, Inc., a Colorado nonprofit corporation, d/b/a Downtown Colorado, Inc. (“DCI”), and Town of Johnstown, a Colorado home rule municipality (“Community”). DCI and Community are each referred to in this Agreement individually as a “Party” and, collectively, as the “Parties”.

RECITAL:

The Parties desire to enter into an independent contractor relationship whereby DCI will provide certain services to Community as described herein, in exchange for the compensation terms set forth below.

AGREEMENT:

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged, DCI and Community hereby agree as follows:

1. **Services.** During the Term, DCI shall provide to Community the services set forth on Exhibit A attached hereto (the “Services”). DCI will determine the method, details and means of performing the Services. DCI may perform the Services at any place or location and at such times as DCI shall determine. DCI is expressly permitted to utilize any employees or independent contractors to complete the Services, and Community shall have no rights of approval as to the hiring and retention of any of DCI’s employees and independent contractors. DCI may utilize the services of any employees or independent contractors at its sole discretion.

2. **Schedule.** DCI shall commence the Services upon the Effective Date, and shall continue performance of the Services through the date set forth for completion on Exhibit B (the “Term”) unless the Term is extended or shortened by mutual agreement of the Parties in writing, or the Agreement is terminated earlier as set forth herein.

3. **Fee.** Subject to the discretion of the Town Council of the Town of Johnstown, Community shall budget funds to cover costs to maintain a DCI VIP Membership and registration for three community members to attend the Challenge Program Workshop at DCI’s IN THE GAME event, April 2-5, 2024.

4. **Obligations of DCI.** DCI shall perform the Services in compliance with all applicable federal, state, and local laws and regulations.

5. **Intellectual Property.** Community will own all right, title and interest in and to the reports, work product or other written deliverables provided to Community in connection with the Services (collectively, the “Deliverables”), including the intellectual property rights therein. DCI agrees that the Deliverables are hereby deemed a “work made for hire” as defined in 17 U.S.C. § 101 for Community. If, for any reason, any of the Deliverables do not constitute a “work made for hire,” DCI hereby irrevocably assigns to Community, in each case without additional consideration, all right, title, and interest throughout the world in and to the Deliverables, including all intellectual property rights therein.

6. **Independent Contractor Status.** Nothing contained in or performed pursuant to this Agreement is intended to be or should be construed as creating an agency, employee-employer, partnership or joint venture relationship between the Parties or any of their affiliates, agents or employees for any purpose. DCI is and will remain an independent contractor in its relationship to Community, and DCI’s agents are not and will not become Community’s employees. DCI acknowledges that it is not entitled to receive any employment benefits from Community. DCI agrees to satisfy all tax and other governmentally imposed responsibilities relating to the performance of the services, including, but not limited to, payment of state, federal and social security taxes, unemployment taxes, workers’ compensation and self-employment taxes. No federal, state or local taxes of any kind shall be withheld or paid by Community, on DCI’s behalf or on behalf of any employee or agent of DCI.

7. **Termination of Agreement.** Either Party may terminate the Agreement for any reason, provided the Party seeking termination provides the other thirty (30) days’ written notice. Regardless of the reason for termination of this Agreement, DCI shall promptly deliver to Community all Deliverables, whether complete or incomplete. The terms of Sections 5 and 6 shall survive the expiration or earlier termination of this Agreement.

8. **Assignment.** Neither Party may assign its rights or obligations under this Agreement without the prior written consent of the other Party.

9. **Amendments.** Any amendment to this Agreement must be in writing and signed by both Parties to be valid and binding.

10. **Severability**. Each of the paragraphs contained in this Agreement is unique and severable. In the event that any section, provision or part of this Agreement is declared invalid, illegal or unenforceable, the remaining parts of this Agreement shall remain in full force and effect and such declaration shall not affect the validity or enforceability of any other parts of this Agreement.

11. **Governing Law and Forum**. This Agreement shall be governed by and constructed in accordance with the laws of the State of Colorado and the federal laws applicable therein. Any disputes arising from this Agreement or between the Parties with respect to the Services shall be resolved in a court of competent jurisdiction in the County of Weld. To the extent permitted by law, the prevailing Party of any dispute regarding the terms of this Agreement shall be paid its reasonable attorney’s fees from the non-prevailing Party.

12. **Entire Agreement**. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter described in this Agreement and supersedes and replaces in its entirety all previous agreements, communications and understandings relating to the matters referred to in this Agreement.

13. **Non-Appropriation of Funds**. Pursuant to Section 29-1-110, C.R.S., as amended, financial obligations of the Town payable as set forth herein, after the current fiscal year, are contingent upon funds for that purpose being budgeted, appropriated and otherwise made available. This Agreement shall be terminated effective January 1 of the first fiscal year for which funds are not budgeted and appropriated.

14. **Notices**. Any notice to be made or given under this Agreement shall be delivered in writing and may be made by electronic mail, personal delivery or by certified mail to the following recipient at the addresses below:


Downtown Colorado, Inc.
Katherine Correll
Executive Director
1420 Ogden St
Denver, CO 80218

Town of Johnstown
Sarah Crosthwaite

Economic Development Manager
450 S Parish Ave, Johnstown, CO 80534
Email: SCrosthwaite@JohnstownCO.gov

Notice given by personal delivery shall be deemed to have been given on the day of delivery, and if given by certified mail, on the date the certified mail is accepted. Notice given by electronic mail shall be deemed to have been given upon written acknowledgment of receipt by the receiving Party.

IN WITNESS WHEREOF the Parties have executed this Agreement effective as of the Effective Date.



Katherine Correll, Downtown Colorado, Inc. "DCI"

11/7/23
Date

Matt LeCerf, Town Manager
"Community"

Date

Exhibit A. Scope

PURPOSE

The 2024 Challenge program is a 6-month intensive technical assistance program with access to extensive training, workshops, and technical assistance to consider community revitalization and property redevelopment. The Program will help establish a list of opportunity sites for investment, build a stronger community team to connect public and private resources to get things done, and help shape a funding strategy with a timeline and talking or proposal points to share with funders.

BACKGROUND

The Town of Johnstown sits close to the I-25 corridor which is experiencing massive development interest in the past few years. The town has a few heavy industrial users in proximity to their downtown and their goal is to plan for future uses of these properties that are more adaptable and align with their vision of a vibrant commercial area. Some of these sites have real or perceived environmental contaminant issues, others are in various stages of reinvestment instigated by the private sector. They are also hoping to establish strong partnerships with property owners to create connectivity within uses and streets.

The DCI Challenge Program will:

- Help the city inventory and strategically prioritize catalyst sites
- Use the community capacity framework to build capacity within the city for multiple redevelopment projects
- Draw from successful examples in other similar communities to gain insight on creative financing, marketing, and investment potential
- Empower the city to accomplish their community and economic goals through stakeholder relationships and effective planning and visioning.

DCI SCOPE

Challenge Technical Assistance including:

- Six months of training and guided project development
- Eight educational sessions with in-demand speakers
- Access to one on one support and regular peer meetings
- Data Tracking to measure and demonstrate growth and Community Capacity Building
- Connecting and establishing networks with regional and peer communities
- Brainstorming and support with same-stage peers
- Inventorying funding and resource opportunities
- Promotion of Challenge Communities to key resource providers
- Property Pitch and Action Plan

PROCESS

The list below summarizes the program process that will guide Challenge projects and help inform future redevelopment efforts:

1. Establish baseline and tracking of communicated capacity growth
2. Identify + Prioritize Opportunities
3. Establish a process to identify and analyze stakeholders and partners

4. Asses potential projects alignment with community vision
5. Utilize and understand tools to gauge project liabilities
6. Develop messaging and communication tools to educate about the project investment opportunities

EXPECTATIONS FOR COMMUNITY

- Work with municipal staff and local groups to engage and promote participation and build community capacity
- Provide access to community documents and pertinent information, as well as other needed background information, if needed and where possible.
- Attend all educational webinars and commit to participating in surveys, completing deliverables assigned, and consulting with DCI throughout the process
- Three or more Community members attend the IN THE GAME Vibrant Downtown Event, April 2-5, 2024 in Durango.
- Budget to cover costs to maintain a DCI VIP Membership, and registration for three community members to attend the Challenge Program Workshop at DCI's IN THE GAME event, April 2-5, 2024.
- Complete the Downtown Vitality and Capacity Check before and at the end of the process, as well as be available for occasional reporting after the challenge program
- Maintain an active VIP Membership with DCI for twelve (12) months during and after program participation.

Exhibit B: Challenge Objectives and Timeline

One of the goals of this project is to create a replicable procedural framework which can be used multiple times by the Town of Johnstown to identify and quickly act on high-priority redevelopment areas.

Subject to the discretion of the Town Council of the Town of Johnstown, Community shall budget funds to cover costs to maintain a DCI VIP Membership and registration for three community members to attend the Challenge Program Workshop at DCI’s IN THE GAME event, April 2-5, 2024.

TIMELINE	TASKS	DELIVERABLES
Nov	Webinar #2: COMPONENTS THAT MAKE OR BREAK A PROJECT	Community Profile and Baseline Capacity Assessment
Jan	Webinar #3: BOOSTING COMMUNITY BUY-IN FOR YOUR PROJECT Webinar #4: SHAPING POLICY TO IMPLEMENT YOUR COMMUNITY VISION	Stakeholder list and Analysis Policy Review Framework
Jan	Challenge Program Stakeholder Kick-Off Meeting	Overview of target outcomes for each community.
Feb	Webinar #5: TAPPING INTO UNPRECEDENTED FEDERAL FUNDING FOR BROWNFIELDS Webinar #6: GETTING CREATIVE WITH YOUR CAPITAL STACK	Redevelopment / Remediation Fund List Resource List and Proforma Template
March	Webinar #7: PUBLIC-PRIVATE PARTNERSHIPS AND “SMART” REDEVELOPMENT Webinar #8: SMALL BUT MIGHTY DEVELOPMENT	Target Developer/ Partner Profile
Mar 20-25	Property Pitch sheet prepared and printed	Property Pitch sheet
April 2	Pre-Challenge Workshop meeting Community Leaders and Partners	Workshop Summary and Community Recommendations
April 2-3	Challenge Studio workshops and Financing Summit	Project Property Sheet
Late April	Challenge Action Plan	Draft Financing Strategy

June	Worksheet and documents collected by DCI and shared with community partners	Community Progress Report and Resource Compilation
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