



CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Administration	Christy Doon - City Administrator	August 20, 2024

AGENDA ITEM

Resolution 2024-50, A Resolution of the City Council for the City of Salida, Colorado, Approving A Right-of-Way Agreement with Visionary Broadband.

BACKGROUND

On April 16, 2019 the City of Salida entered into a Right-of-Way Agreement with Colorado Central Telecom via Resolution 2019-18. This agreement allowed CCT to install transmission infrastructure in and across property owned by the City for the purposes of providing internet services to individuals and businesses within the City. CCT has subsequently changed ownership. The new owners, Visionary Broadband, wish to continue having access to City Rights of Way for the same purposes and was originally intended.

RECOMMENDATION

After working with the owners of Visionary Broadband, and receiving their approval of the attached, staff is recommending Council approve Resolution 2024-50 and the associated agreement.

FISCAL IMPACT

There is no fiscal impact.

MOTION

A City Councilmember should state "I move to _____ Resolution 2024-50, A Resolution of the City Council for the City of Salida, Colorado, Approving A Right-of-Way Agreement with Visionary Broadband", followed by a second and a roll call vote.

CITY OF SALIDA, COLORADO
RESOLUTION NO. 50
(Series of 2024)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO
AUTHORIZING THE RIGHT-OF-WAY USE AGREEMENT WITH VISIONARY
COMMUNICATIONS, LLC

WHEREAS, the City of Salida, Colorado (“City”) is a statutory city, duly organized and existing under the laws of the state of Colorado; and

WHEREAS, Visionary Communications, LLC (“Visionary”) has acquired the assets of Aristata Communications, formally Colorado Central Telecommunications; and

WHEREAS, some of those assets are located in the City and are part of Visionary’s network located in City rights-of-way, facilitating Visionary’s provision of broadband and telecommunications services in the City; and

WHEREAS, Colorado law (C.R.S. § 38-5.5-106) requires that no telecommunications or broadband provider may construct, operate and maintain facilities within any “public highway” (as defined in C.R.S. § 38-5.5-102(6)) without first obtaining consent of the jurisdiction with jurisdiction over these areas; and

WHEREAS, Colorado law (C.R.S. § 38-5.5-103) grants Visionary the right to construct, maintain, and operate conduit, cable, switches and related appurtenances and facilities along, across, upon, above, and under any public highway in the state subject to the jurisdiction’s police powers ((C.R.S. § 38-5.5-101(b)); and

WHEREAS, the Rights-of Way within the City fit within the State definition of Public Highway; and

WHEREAS, Visionary wishes to obtain a Right-of-Way Use Agreement with the City for purposes of obtaining the authorization required by State law, for the purpose of providing telecommunications services to the City’s inhabitants; and

WHEREAS, the City is willing to grant Visionary such Right-of-Way Use Agreement subject to the terms contained therein; and

WHEREAS, the City Council (“Council”) has determined that the attached Right-of-Way Use Agreement is in the best interests of the City and therefore authorizes the City Manager to enter into this Right-of-Way Use Agreement.

NOW, THEREFORE, IT IS RESOLVED BY THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO, THAT:

Section 1. The Salida City Council incorporates the foregoing recitals as its conclusions, facts, determinations and findings.

Section 2. The Salida City Council hereby authorizes the City Manager to execute the Right-of-Way Use Agreement, attached hereto as Exhibit A.

RESOLVED, APPROVED, AND ADOPTED this 20th day of August, 2024.

CITY OF SALIDA

By: _____
Dan Shore, Mayor

[SEAL]

ATTEST: _____
City Clerk/Deputy City Clerk

Exhibit A

Right-of-Way Use Agreement with Visionary Communications, LLC

RIGHT-OF-WAY USE AGREEMENT

THIS RIGHT-OF-WAY USE AGREEMENT ("Agreement"), made this ____ day of _____, 2024 (the "Effective Date"), by and between the City of Salida, Colorado (the "City") and Visionary Communications, LLC ("Visionary") (each a "Party" or collectively, the "Parties").

WHEREAS, Visionary has acquired the assets of Aristata Communications, formally Colorado Central Telecommunications;

WHEREAS, Visionary has a Certificate of Public Convenience and Necessity (CPCN) from the Colorado Public Utilities Commission (PUC);

WHEREAS, Colorado law (C.R.S. § 38-5.5-106) requires that no telecommunications or broadband provider may construct, operate and maintain facilities within any "public highway" (as defined in C.R.S. § 38-5.5-102(6)) without first obtaining consent of the jurisdiction with jurisdiction over these areas;

WHEREAS, Colorado law (C.R.S. § 38-5.5-103) grants Visionary the right to construct, maintain, and operate conduit, cable, switches and related appurtenances and facilities along, across, upon, above, and under any public highway in the state subject to the jurisdiction's police powers ((C.R.S. § 38-5.5-101(b));

WHEREAS, Colorado law (C.R.S. § 38-5.5-103.2) requires that local jurisdictions shall not discriminate or grant a preference to telecommunications providers or erect unreasonable requirements for the issuance of permits;

WHEREAS, the Rights-of Way within the City, as defined herein, fit within the State definition of Public Highway;

WHEREAS, Visionary wishes to obtain a Right-of-Way Use Agreement with the City for purposes of obtaining the authorization required by State law, and quantifying the permitting and insurance requirements of the City associated with Visionary's authority to construct, maintain, operate, upgrade, adjust, protect, support, raise, lower, disconnect, remove and relocate its cables, poles, wires, conduits, conductors, pipes, structures, and related appurtenances ("Facilities") for its telecommunications infrastructure in, under, along, over and across the present and future streets, roadways, highways, avenues, courts, lanes, alleys, sidewalks, rights of way and similar public areas of the City ("Rights-of-Way" or "ROW"), for the purpose of providing telecommunications services to the City's inhabitants;

WHEREAS, the City is willing to grant Visionary such Right-of-Way Use Agreement subject to the terms contained herein and Applicable Law (for purposes of this Agreement, "Applicable Law" means any statute, ordinance, judicial decision, order including, without limitation, FCC orders, executive order or regulation having the force and effect of law that determines the legal standing of a case or issue);

WHEREAS, the City and Visionary wish to memorialize their agreement as set forth herein.

NOW, THEREFORE, based on good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and Visionary agree as follows:

1. Scope of Agreement. Visionary is hereby granted a non-exclusive license in, under, along, over and across the present and future Rights-of-Way of the City, for the purpose of providing telecommunications services to the City's inhabitants. All rights expressly granted to Visionary under this Agreement, which shall be exercised at Visionary's sole cost and expense, shall be subject to Applicable Law. All rights expressly granted to Visionary under this Agreement shall be subject to the City's lawful exercise of its police powers and the prior and continuing right of the City under Applicable Law to use any parts of the ROW exclusively or concurrently with any other person or entity and shall be further subject to all deeds, easements, dedications, conditions, covenants, restrictions, leases, licenses, permits, franchises, encumbrances, and claims of title of record which may affect the ROW. Except with respect to the License granted herein, nothing in this Agreement shall be deemed to grant convey, create, or vest in Visionary a real property interest in land, including any fee, leasehold interest, or easement. Any work performed pursuant to the rights granted under this Agreement shall be subject to, and conform with, Applicable Law. Nothing in this Agreement shall be deemed to grant a franchise, nor permit the City to collect a franchise fee. This Agreement does not grant a franchise or other right to utilize the Public ROW to construct a cable system, provide cable or other video programming services, or construct mobile wireless communications facilities, including, without limitation, "small cell facilities" as defined in C.R.S. § 29-27-402(4). Any Fixed Wireless or microwave transmission sites shall require compliance with City Code and any applicable regulations and must follow the City's generally applicable application processes prior to installation.

2. Term. The Term of this Agreement is ten (10) years.

3. Location of Facilities/Maintenance.

- a. Potholes must be performed so any conflicts with existing utilities can be avoided and are shown in the profile view of the drawings to be approved by the City. Potholes must be filled with flo-fill or flashfill and the backfill method must be approved by the City prior to undertaking such work. GIS data on the potholes and pipe material, if it can be visually identified, shall be submitted with each applicable right of way permit. All underground Facilities shall be placed a minimum of: (i) ten (10) feet, measured horizontally, from existing and known planned storm sewer, sanitary sewer, and potable and non-potable water lines; and (ii) eighteen (18) inches, measured vertically, above or below, existing and known planned storm sewer, sanitary sewer, and potable and non-potable water lines and wherever possible at perpendicular crossings. In the event Visionary is unable install Facilities in accordance with this Section, or has otherwise determined such placement is not feasible, Visionary and the City will work collaboratively to determine the location of the Facilities in accordance with the City Code and other Applicable Law.
- b. For aerial construction, Visionary will be required to abide by all provisions and limitations of its Joint Use Agreement (JUA) with Xcel Energy for the utilization of power poles. Notwithstanding the foregoing, the JUA does not give Visionary any right or authority to act or fail to act in any manner contrary to any legal requirements imposed by the City, and nothing herein shall be interpreted as a City waiver of any

legal authority it may have in connection with Visionary's construction and maintenance of its facilities. Visionary shall be bound by any requirements placed on Xcel by the City regarding undergrounding of aerial facilities and shall cooperate with Xcel in connection with any such requirements to underground facilities.

- c. Potholes shall also be performed during construction activities for all utility crossings.
- d. Warranty. Visionary warrants that all Facilities installed by it shall be in accordance with generally accepted professional practices and the level of competency presently maintained by others in the same or similar type of work, and in compliance with Applicable Law; (b) the plans and specifications provided by Visionary to the City and approved by the City (the "Plans"); and (c) the same standards that Visionary applies to construction of its own facilities (collectively referred to as the "Construction Standards"). Visionary further warrants that the Facilities shall be free from obstructions and otherwise fully comply with the Construction Standards.

4. Permits. Visionary shall obtain all legally required permits before commencing any construction work, including the opening or disturbance of any Right-of-Way or installation of wireless hardware on private or public rights-of-way. Visionary shall be solely and absolutely responsible for paying all fees charged for such permits.

5. Utility Notification Center. Visionary shall contact the Utility Notification Center of Colorado, <https://www.colorado811.org/>, for location of any underground utilities, and locate the Facilities as required. Visionary shall use commercially reasonable efforts to coordinate with the City and any affected utilities to undertake locations in accordance with the policies of each entity.

6. Inspection/Stop Work. During Visionary's installation work, the City shall have the right to inspect the installation work. If the City determines that execution of the work is not in full compliance with Applicable Law, and because of this, the installation work needs to be stopped or modified, the City shall notify Visionary who shall immediately comply with the terms and conditions of the City's notice. The decision of whether to issue an order to stop or modify the installation process shall be based upon a specific finding that the work is not proceeding in accordance with the standards referenced above and that Visionary has refused to cure the City's objection within fifteen (15) days of receipt.

7. Relocation of Facilities. Visionary understands and acknowledges that the City may require Visionary to relocate one or more of its Facility installations horizontally or vertically. Visionary shall at the City's direction relocate such Facilities at Visionary's sole cost and expense not later than ninety (90) days after receiving written notice that the City reasonably determines that the relocation is needed for any of the following purposes: (a) if required for the construction, completion, repair, relocation, or maintenance of a City facility or ROW; (b) because the Facilities are interfering with or adversely affecting proper operation of street lights, traffic signals, governmental communications networks or other City property; or (c) to protect or preserve the public health or safety. In any such case, the City shall use its best efforts (but shall not be required to incur financial

costs) to afford Visionary a reasonably equivalent alternate location. If Visionary shall fail to relocate any Facilities as requested by the City within sixty (90) days after the above-referenced notice in accordance with the foregoing provision, the City shall be entitled to relocate the Facilities at Visionary's sole cost and expense, without further notice to Visionary.

8. Damage and Restoration. Unless otherwise provided by Applicable Law, whenever the installation, removal, or relocation of any Facilities is required or permitted under this Agreement, and such installation, removal, or relocation shall cause the ROW or any City or other public or private property to be damaged, or whenever Visionary, in connection with any of its operations, causes damage to the ROW or any other public or private property, Visionary, at its sole cost and expense, shall repair or cause to be repaired, the damage and return the ROW or other property in which the Facilities are located and all affected property to a safe and satisfactory condition, as follows: if the City determines that any damage poses a risk to the safety or health of the public, such damage shall be repaired within twenty-four (24) hours; any damage to public infrastructure, including roadways, sidewalks, drainage or utility infrastructure, and associated items, or actively operating irrigation systems, shall be repaired within five (5) days; any other damage to private property shall be repaired within fifteen (15) days. If Visionary does not repair the damage as described herein, then the City shall have the option, upon five (5) days' prior written notice to Visionary, to perform or cause to be performed such reasonable and necessary work on behalf of Visionary and to charge Visionary for the actual costs incurred by the City at City's standard rates, including administrative time. Upon the receipt of a demand for payment by the City, Visionary shall promptly reimburse the City for such costs. In the case of fire, disaster or other emergency impacting the public health and safety, the City may remove or disconnect the applicable Facilities located in the ROW or on any other property of the City. To the extent feasible as a result of any emergency, the City shall provide reasonable notice to Visionary prior to taking such action and if the situation safely permits, provide Visionary with the opportunity to perform such action within twenty-four (24) hours unless, in the City's reasonable discretion, the imminent threat to public health safety or welfare makes such notice impractical.

9. Removal and Abandonment.

- a. Notice of Abandoned Facilities Prior to Termination. If at any time prior to the expiration or termination of this Agreement Visionary intends to discontinue use of any Facilities, it shall notify the City in writing of the intent to discontinue use. Such notice shall describe the Facilities for which the use is to be discontinued, a date of discontinuance of use, which date shall not be less than thirty (30) days from the date such notice is submitted to the City and the method of removal and restoration. Visionary may not remove, destroy, or permanently disable any such Facilities during said thirty (30) day period without written approval of the City. After thirty (30) days from the date of such notice, Visionary shall remove and dispose of such Facilities as set forth in the notice, as the same may be modified by the City, restore any property damaged by such removal, and shall complete such removal, disposal, and restoration within sixty (60) days, unless additional time is requested from and approved by the City. If Visionary fails to complete this removal and restoration work on or before the sixty (60) days subsequent to the issuance of notice pursuant to this

Section, then the City, upon written notice to Visionary, shall have the right at the City's sole election, but not the obligation, to perform this removal or restoration work and charge Visionary for the actual costs and expenses, including, without limitation, reasonable administrative costs. Visionary shall pay to the City actual costs and expenses incurred by the City in performing any removal or restoration work and any storage of the Company's property after removal within sixty (60) days after the date of a written demand for this payment from the City.

- b. **Abandoned Facilities After Termination.** Within sixty (60) days of the termination date of this Agreement or any extensions to this Agreement, if removal of Facilities is required by this Agreement and/or Applicable Law, Visionary shall advise the City in writing of its formal plans for removing its Facilities from the ROW and conducting required restoration, including without limitation, and the anticipated beginning and completion dates for the removal work. After termination and subsequent notification from the City requiring removal of Facilities, Visionary shall remove and dispose of such Facilities as set forth in the notice, as the same may be modified by the City, restore any property damaged by such removal, and shall complete such removal, disposal, and restoration within sixty (60) days after termination and notification, unless additional time is requested from and approved by the City. If Visionary fails to complete this removal and restoration work on or before the sixty (60) days subsequent to termination and notification, then the City, upon written notice to Visionary, shall have the right at the City's sole election, but not the obligation, to perform this removal or restoration work and charge Visionary for the actual costs and expenses, including, without limitation, reasonable administrative costs. Visionary shall pay to the City actual costs and expenses incurred by the City in performing any removal or restoration work and any storage of Visionary's property after removal within sixty (60) days after the date of a written demand for this payment from the City. If the City does not elect to remove such items and seek reimbursement from Visionary, after Visionary's failure to so remove, any items of Visionary's property remaining on or about the ROW may, at the City's option, be deemed abandoned and the City may dispose of such property in any manner permitted by Applicable Law.
- c. **Conveyance of Facilities.** At the discretion of the City, and upon written notice from the City within thirty (30) days of the City's receipt of a notice of abandonment, the City may notify Visionary that it may abandon the Facilities in place, and shall further convey full title and ownership of such abandoned Facilities to the City in a form acceptable to the City. The consideration for the conveyance is the City's permission to abandon the Facilities in place. Visionary shall be responsible for all obligations as owner of the Facilities, or other liabilities associated therewith, if the City does not authorize the conveyance.
- d. **Abandonment of Facilities in Place.** Visionary may request that the City permit Visionary to leave the Facilities in place as is and Visionary may propose that it transfer its ownership of the Facilities to the City. To do so, Visionary shall send written notice to the City of its intent to transfer ownership of the Facilities. The City, in its sole and absolute discretion, shall determine whether to accept or reject the proposal to transfer ownership and shall advise Visionary of its decision within ninety

(90) days of receipt of Visionary's notice. If the City agrees to accept ownership, Visionary shall execute and deliver to the City bills of sale in a format acceptable to the City, and such other documents as the City deems necessary to effectuate such transfer of ownership to the City within thirty (30) days of the City's written notice of its intent to accept the transfer. If Visionary does not propose to transfer ownership, or if it does and the City decides not to accept ownership, the City may direct Visionary to remove its Facilities within ninety (90) days of notice, at the Visionary's sole expense.

- e. Survival. The provisions of this Section 9 shall survive the expiration or earlier termination of this Agreement. Unless removed by the City as set forth herein, Visionary may remove its Facilities from the ROW at any time at its discretion, provided that any such removal is in compliance with Applicable Law.

10. Other Utilities, Other Service Providers.

- a. Visionary agrees and understands that separation requirements between other utilities shall be met as required by City Standards and other utility requirements.
- b. Visionary agrees and understands that if the City has permitted or allowed natural gas gathering, storage, transmission, distribution, or related facilities within the ROW, Visionary has been fully advised by the City that such natural gas facilities may now transport and may continue to transport natural gas at significant pressures. Visionary shall advise all employees, agents, contractors, and other persons who enter upon the ROW the existence and nature of such natural gas facilities and the potential danger and risk involved.
- c. Visionary agrees and understands that any natural gas facilities, if located within the ROW, may be subject to cathodic protection by rectifier and related anode beds, and that the City shall not be liable for stray current or interfering signals induced in the Facilities as a result of the operating of the cathodic protection system.
- d. Visionary agrees and understands that if the City has permitted and allowed to be constructed electric transmission, distribution, or related facilities within the ROW, Visionary has been fully advised by the City that such electric facilities may now transmit and may continue to transmit electric current at significant voltages, and that the conductors on electric lines may not be insulated. Visionary shall advise all of its employees, agents, contractors, and other persons who enter upon the ROW of the existence and nature of such electric facilities and the potential danger and risk involved.

11. Hazardous Substances. Visionary agrees that Visionary, its contractors, subcontractors, and agents, will not use, generate, store, produce, transport or dispose any Hazardous Substance on, under, about or within the area of the ROW or adjacent property in violation of any Applicable Law. Except to the extent of the negligence or intentional misconduct of the City, Visionary shall pay, indemnify, defend, and hold City harmless against and to the extent of any loss or liability incurred by reason of any Hazardous Substance produced, disposed of, or used by Visionary pursuant to this Agreement. Visionary shall ensure that any on-site or off-site storage, treatment, transportation, disposal, or other handling of any Hazardous Substance will be performed

by persons who are properly trained, authorized, licensed and otherwise permitted to perform those services. The Parties recognize that Visionary is only using a small portion of the ROW and that Visionary shall not be responsible for any environmental condition or issue except to the extent resulting from Visionary's, its agents' or contractors' specific activities and responsibilities under this Agreement.

12. Visionary will maintain in full force and effect for the Term of the Right-of-Way Agreement, at Visionary's expense, the following insurance coverage:

- a. Workers' Compensation and Company's Liability Insurance. Visionary shall provide to the City proof of workers' compensation coverage for all its employees who are to work on the Facilities within the Rights-of-Way. Visionary's insurance shall include liability coverage, in an amount not less than one million dollars (\$1,000,000.00) per employee for each accident and disease. Visionary shall also supply to the City proof of workers' compensation and employer's liability insurance on any subcontractor before allowing that subcontractor on the job site.
- b. Commercial General Liability Insurance. Visionary shall provide coverage, during the entire Term, against claims arising out of bodily injury, death, damage to or destruction of the property of others, including loss of use thereof, and including underground collapse and explosion, and products and completed operations, in an amount not less than two million dollars (\$2,000,000.00) per occurrence and four million dollars (\$4,000,000.00) general aggregate.
- c. Business Automobile Liability. Visionary shall maintain, during the entire Term, automobile liability insurance in an amount not less than one million dollars (\$1,000,000.00) per occurrence.
- d. Policies Primary. All policies required hereunder shall be in effect for the Initial Term and any Renewal Terms. All policies shall be primary and not contributory. Visionary shall pay the premiums on all insurance policies, and all insurance certificates must include a clause stating that the insurance may not be revoked, canceled, amended, or allowed to lapse until the expiration of at least thirty (30) days advance written notice to the City.
- e. City as Additional Insured. All insurance policies required hereunder, except workers' compensation, shall name the City as an additional insured, and shall contain a waiver of subrogation against the City, its agents and employees. Visionary shall provide a copy of an endorsement providing this coverage.
- f. City's Right to Reject. The City reserves the right to reject a certificate of insurance if the insurance company is widely regarded in the insurance industry as financially unstable.

13. Visionary agrees to indemnify and hold the City harmless from any claims arising out of Visionary's work or use of the ROW Use Agreement granted herein except for claims, loss and damages caused by the gross negligence or willful misconduct to the City. Said agreement to indemnify and hold the City harmless includes, without limitation, reasonable attorney fees incurred

by the City in defense of such claims, investigative expenses regarding such claims and any amounts paid by or on behalf of the City arising out of such claims.

14. While the parties agree that there is a preference for underground installation, aerial installation of lines and other facilities may be permitted by the City under this Agreement 1) when “piggy backing” or use of preexisting overhead facilities is possible; or 2) when due to physical conditions installation of overhead facilities including poles is deemed by the City to be reasonably necessary. Installation of facilities shall comply with all City rules and regulations.

15. Visionary agrees to keep accurate records of its deployed network facilities. The City shall have the right to request such records to determine extent of fiber deployment.

16. Visionary shall indemnify, defend, and hold harmless the City and its officers, agents, employees, successors, and assignees from any and all third-party claims, lawsuits, losses, and liability arising out of Visionary’s use and occupancy of the rights-of-way, provided however that Visionary shall not be required to indemnify the City under this provision to the extent any such claims, lawsuits, losses, or liability are attributable to the negligence or wrongful actions or inactions of the City, its officials, boards, commissions, agents, contractors and/or employees.

17. In addition to installation work, this Agreement also authorizes Visionary access to its Facilities installed pursuant to this Agreement for purposes of maintenance and repair. Any such maintenance or repair efforts undertaken by Visionary shall be governed by all terms and conditions set forth in this Agreement and all applicable City Ordinances, Rules, Regulations, Codes or other legal authority.

18. Attorney Fees. In the event of any litigation between the parties hereto arising out of or relating to this Agreement, or the breach hereof, or the interpretation hereof, the prevailing party shall be entitled, in addition to other damages or costs, and award of reasonable attorney fees from the other party.

19. In the event of any court of competent jurisdiction declares any portion of this agreement to be void or unenforceable, the remaining terms and conditions of the Agreement shall remain in full force and effect.

20. Relocation for Third Parties. Upon the reasonable advance written notice of a request of a third-party holding a lawful permit issued by the City requiring temporary actions, Visionary shall protect, support, raise, lower, temporarily disconnect, relocate in or remove from the rights-of-way as necessary any Facilities, provided that the expense of such is paid by any such third-party. Visionary may require such payment in advance. For purposes of this subsection, “reasonable advance written notice” shall be no less than twenty (20) business days in the event of a temporary relocation and no less than one hundred twenty (120) days for a permanent relocation.

21. Any and all notices required pursuant to this Agreement shall be forwarded to the following:

- a. The City of Salida
448 E. 1st Street
Salida, CO 81201
ATTN: Director of Public Works
- b. Visionary Communications, LLC
Regulatory Compliance
1001 S Douglas Hwy, Suite 201
Gillette, WY 82716

22. This Agreement contains the entire understanding and agreement between the parties with respect to the subject matter herein. There are no representations, agreements, or understandings between or among the parties relating to the subject matter of this Right-of-Way Use Agreement which are not fully expressed herein.

23. Governmental Immunity. The City and its officers, attorneys and 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 or protections provided by the Colorado Governmental Immunity Act, C.R.S. 24-10-101, et seq., as amended, or otherwise available to the City and its officers, attorneys or employees.

24. Neither this Agreement nor any of the rights or obligations of the Parties shall be assigned by either Party without the written consent of the other. There are no intended third-party beneficiaries to this Agreement.

25. This Agreement may only be modified upon written agreement of the Parties.

26. 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 Chaffee County, Colorado.

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IN WITNESS THEREOF, parties hereunto set their hand this ____ day of _____, 2024.

CITY OF SALIDA

By: _____

ATTEST:

_____, Deputy City Clerk

Visionary Communications, LLC

Signature: _____

Name/Title: _____

STATE OF COLORADO)
) ss.
COUNTY OF CHAFFEE)

The foregoing instrument was subscribed, sworn to and acknowledged before me this ____ day
of _____, 2024, by _____ as _____ of Visionary Communications, LLC.

My commission expires: _____