



# SPONSORSHIP AGREEMENT / CITY OF PUEBLO PARKS & RECREATION / ARKANSAS RIVER TRAIL SNOW REMOVAL

This sponsorship agreement (“Agreement”) is made effective January 17, 2022 by and between City of Pueblo Parks & Recreation (“City”), and Cactus Communications, Inc., a Colorado corporation, on behalf of its client, the Colorado Lottery (“Sponsor”). City and Sponsor may be referred to together as “Parties” and individually as “Party.”

- 1) **Term:** The term of the Agreement shall commence on January 17, 2022 (“Effective Date”) and end on April 30, 2022 unless sooner terminated in accordance with the provisions of this Agreement (the “Term”).
- 2) **Rights and Obligations:** The parties agree to and acknowledge the following rights and obligations under this Agreement:
  - a) City shall be solely responsible for the procurement and management of the snow removal subcontractor’s services. City shall subcontract with its selected provider, Abe’s Landscaping and Maintenance, although said provider may be changed as needed, (“Provider”) to provide the following snow removal services:
    - i) Snow removal services are based on a 2” trigger.
    - ii) Plowing will typically begin within two hours after the snowfall has stopped. Overnight snowfall will be plowed after it stops, typically within two hours of sunrise. Daytime snowfall will be plowed typically within two hours of sunrise the following day unless there is ample sunlight to plow before dark on the same day
    - iii) Plowing of snow on the Arkansas River Trail will take place from Lake Pueblo Division of Wildlife border to Fay’s Crossing bridge, including satellite trails to City Park, La Crosse Avenue parking lot, Main Street parking lot and the Pueblo Boulevard parking lot. Snow will also be removed on the loop around Lake Runyon (21.86 miles round trip, 2 passes).
    - iv) All snow plowing shall be considered “full plows” unless otherwise agreed by City of Pueblo Parks & Recreation and Provider before snow removal beings.
    - v) There are several sections of the trail system that have excessive concrete damage. Provider will clear as much of a reasonable path through these areas as possible. All bridges on this route will be plowed with a plow raised approximately 1” to not damage wood timbers or equipment. The area below Santa Fe Avenue (Green Bridge) will be plowed with a plow approximately 1” over the concrete due to steel expansion joints that are raised and damaged to prevent further damage to the steel and equipment.
  - b) City shall obtain from the snow removal service a certificate of insurance showing the State of Colorado, Department of Revenue and Cactus Communications as additional insureds and provide a copy of this certificate to Sponsor within ten days of execution of this Agreement. Such certificate shall identify coverages, coverage limits and carriers. Any deficiencies, as determined solely by Sponsor, shall be rectified within ten business days by subcontractor.



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- c) During the Term of this Agreement, City shall install and maintain six (6) metal signs, measuring 12” x 18” along the Arkansas River Trail announcing, ‘Snow Removal Courtesy of Colorado Lottery,’ at the sole cost of the Sponsor. The signs will not be removed until a date mutually agreed upon by both Parties, but in no case will the signs remain in place past December 31, 2023 unless otherwise agreed upon in a signed writing. City shall be responsible for the maintenance and condition of the signs and shall repair or replace sign posts, bolts, or other supportive aspect of the sign and to replace any sign which becomes damaged. Sponsor shall provide City with replacement signs as needed. Specific placement and locations of the signs are as follows:
- i) Runyon Lake west parking lot
  - ii) Main Street Trailhead
  - iii) Wildhorse Creek Bridge
  - iv) City Park Brookhart’s Crossing Bridge
  - v) 11<sup>th</sup> Street and Pueblo Boulevard
  - vi) West of the Nature and Wildlife Discovery Center
  - vii) Riverwalk – Allen Hamel Avenue and Santa Fe Avenue
  - viii) Lake Pueblo State Park Boundary
- 3) **Sponsorship Fee:** In consideration of the sponsorship rights granted and benefits bestowed in this Agreement, Sponsor will pay for snow removal services as defined below. Invoices from the snow removal service shall be submitted to the City of Pueblo Parks and Recreation. City shall submit the invoices to Marie Valtakis with Colorado Lottery at [marie.valtakis@state.co.us](mailto:marie.valtakis@state.co.us), which shall be denoted as “Sponsorship of snow removal along the Arkansas River Trail” and shall be payable within sixty (60) days from invoice date.
- Rates agreed upon with Provider are \$2,000 per plow for up to 8” of snowfall and \$2,450 per plow for snowfall over 8”. This sponsorship will be limited to not more than 10 plows within the timeframe of the agreement, or up to \$20,000 of billed services, whichever occurs first.
- 4) **Recap:** City shall provide to Sponsor a recap of Sponsor’s investment in this Agreement within thirty days (30) of the expiration of this Agreement.
- 5) **Termination:** Sponsor’s participation in this Agreement is funded solely by budget allotments from the State of Colorado. Sponsor may terminate this Agreement should the State funds be withdrawn due to any reason outside of Sponsor’s control. Payment to City will be made for any benefits already provided as stated herein with no obligation for benefits not yet provided at the time of the termination notice.
- 6) **Grant of Trademark Use:** Sponsor hereby grants to City the right and non-exclusive, non-transferable, limited license to use, throughout the Term but not thereafter, its logos, trademarks, and service marks, together with related artwork (collectively, the “Sponsor Trademarks”) for the limited purpose as specifically defined in this Agreement, all such usage to be pre-approved by Sponsor.



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Sponsor reserves the right to grant rights and/or licenses of any kind or nature whatsoever relating to the Sponsor Trademarks to any other third party. All Trademarks under this Agreement shall remain at all times the property of their respective owner, and nothing in this Agreement shall grant any ownership rights in the other party's Trademarks.

### 7) **Indemnification:**

- a) Sponsor hereby agrees to indemnify, save and hold harmless City, its employees and agents against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees incurred as a result of any act or omission by Sponsor, its employees, agents, subcontractors or assignees.
- b) To the extent allowed by law, City hereby agrees to hold harmless the State of Colorado, the Colorado Lottery, and their employees and agents against all claims, damages, liability and court awards including costs, expenses, and attorney fees incurred as a result of any act or omission by City, its employees, agents, or assignees.
- c) Sponsor and the Colorado Lottery are independent contractors for the purpose of this Agreement and do not own the land to be plowed nor do they control the activities of Provider, and neither party shall be liable for injuries on the plowed pathways.

### 8) **Representation and Warranties:**

Sponsor Warranties. Sponsor represents, warrants, and covenants to City as follows:

- a) It has the full right and legal authority to enter into and fully perform this Agreement in accordance with its terms.
- b) This Agreement, when executed and delivered by Sponsor, will be its legal, valid and binding obligation enforceable against Sponsor in accordance with its terms, except to the extent that enforcement thereof may be limited by bankruptcy, insolvency or other similar laws affecting creditors' rights generally.
- c) The execution and delivery of this Agreement has been duly authorized by Sponsor, and such execution and delivery and the performance by Sponsor of its obligations hereunder do not and will not violate or cause a breach of any other agreements or obligations to which it is a party or by which it is bound, and no approval or other action by any governmental authority or agency is required in connection herewith.

City Warranties. City represents warrants and covenants to Sponsor as follows:

- a) It has the full right and legal authority to enter into and fully perform this Agreement in accordance with its terms.
- b) This Agreement, when executed and delivered by City, will be its legal, valid and binding obligation enforceable against City in accordance with its terms, except to the extent that enforcement thereof may be limited by bankruptcy, insolvency or other similar laws affecting creditors' rights generally.
- c) The execution and delivery of this Agreement has been duly authorized by City, and such execution and delivery and the performance by City of its obligations hereunder do not and will not violate or



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cause a breach of any other agreements or obligations to which it is a party or by which it is bound, and no approval or other action by any governmental authority or agency is required in connection herewith.

- 9) **Independent Contractors:** The parties shall act solely as independent contractors, and nothing herein shall at any time be construed to create the relationship of employer and employee, partnership, principal and agent, or joint venture as between City and Sponsor. Neither party shall have any right or authority to, nor shall either party attempt to enter into any contract, commitment or agreement, or to incur any debt or liability of any nature, in the name, or on behalf, of the other party. Nothing in this Agreement is intended, nor should it be construed, to create any rights, claims, or benefits or assume any liability for or on behalf of any third party, or to waive any immunities or limitations conferred under federal or state law, including but not limited to the Colorado Governmental Immunity Act, § 24-10-101 et seq., C.R.S.
- 10) **Choice of Law and Venue:** This Agreement and any dispute arising under it shall be governed by and construed in accordance with the laws of the State of Colorado without regard to conflict of law principles. All disputes pertaining to the Agreement shall be decided by a state or federal court located in the State of Colorado and Sponsor consents to personal jurisdiction in such courts.
- 11) **No Assignment:** This Agreement may not be assigned by either party except with the prior written consent of the other party.
- 12) **Notices:** All payments and notices required to be given hereunder shall be provided in writing either by personal delivery or overnight courier service, postage prepaid, at the respective addresses of the Parties as follows or such other addresses as may be designated in writing by the respective Party. Notice given by overnight courier service shall be deemed given on the first business day following mailing thereof, and notice given by personal delivery shall be deemed given upon actual receipt of such delivery by an authorized representative of the entity to which notice is being provided.

**Sponsor:** Leah Glazer  
Cactus Communications  
2128 15th St.  
Denver, CO 80202  
(303) 455-7545

**City:** Steven Meier  
City of Pueblo Parks and Recreation  
800 Goodnight Ave  
Pueblo, CO 81005  
(719) 553-2683

With a copy to:

City of Pueblo Law Department  
1 City Hall Place  
Pueblo, Colorado 81003



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**CITY OF PUEBLO PARKS & RECREATION / ARKANSAS**  
**RIVER TRAIL SNOW REMOVAL**

(719) 562-3899

- 13) **Entire Agreement:** This Agreement contains the entire understanding between the parties with respect to the subject matter herein, and all prior or contemporaneous promises, representations, agreements or understandings are expressly merged herein and superseded hereby. This Agreement shall not be modified, altered, amended or revoked except as set forth herein and in writing, duly executed by both parties.

**AGREED AND ACCEPTED:**

**SPONSOR:**

Cactus Communications, Inc. on behalf of  
 its client, Colorado Lottery

By: *Kristina Byers*

Printed Name: Kristina Byers

Title: VP, Business Operations

Date: 01/07/22

**CITY:**

City of Pueblo Parks and Recreation

By: \_\_\_\_\_

Printed Name: Steven Meier

Title: Director, Pueblo Parks and Recreation

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