

RESOLUTION NO. 1968

**A RESOLUTION OF THE GOLDEN CITY COUNCIL  
AUTHORIZING THE CONTRACT WITH THE ARMORY  
COLORADO LLC TO ASSUME RESPONSIBILITY FOR A  
GRANT FROM THE COLORADO HISTORICAL SOCIETY FOR  
REPAIRS TO THE GOLDEN ARMORY BUILDING AT 1301  
ARAPAHOE STREET**

WHEREAS, the Golden Armory Building at 1301 Arapahoe Street is listed on the National Register of Historic Places, and is one of the most historic structures in the City of Golden; and

WHEREAS, the City of Golden on behalf of The Armory Colorado, LLC, owner of the Golden Armory Building, applied for and was awarded a grant from the Colorado Historical Society for repairs to the Golden Armory Building; and

WHEREAS, by Resolution 1967, City Council has authorized a contract with the State of Colorado for the grant project; and

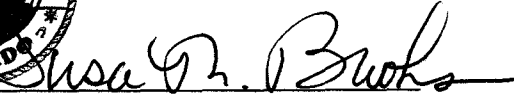
WHEREAS, the owner is willing to assume responsibility for the grant project including compliance with all requirements of the State Historical Society.

THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GOLDEN, COLORADO:

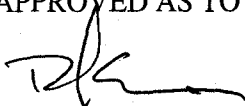
City Council hereby approves the contract with The Armory Colorado LLC, substantially in the form attached hereto. The Mayor is authorized to execute the contract on behalf of the City.

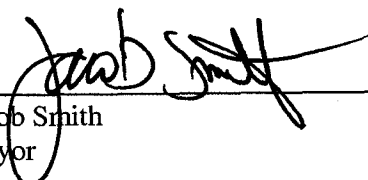
Adopted this 23rd day of April, 2009.



  
Susan M. Brooks, MMC  
City Clerk

APPROVED AS TO FORM:


  
David S. Williamson  
City Attorney

  
Jacob Smith  
Mayor

I, Susan M. Brooks, City Clerk of the City of Golden, Colorado, do hereby certify that the foregoing is a true copy of a certain Resolution adopted by the City Council of the City of Golden, Colorado at a rescheduled regular business meeting thereof held on the 23rd day of April, A.D., 2009.



ATTEST:

  
Susan M. Brooks, City Clerk of the City of  
Golden, Colorado

**HISTORIC PRESERVATION GRANT  
SUBCONTRACTOR AGREEMENT**

**THIS AGREEMENT** is made and entered into this 23<sup>rd</sup> day of April, 2009, by and between the City of Golden, CO, hereinafter referred to as "City" or "Golden" and The Armory Colorado, LLC, a Limited Liability Company, and Yoshie Feaster, individually, hereinafter collectively referred to as "Owner."

**WITNESSETH**

WHEREAS, Owner owns fee title to real property at 1301 Arapahoe Street, Golden, Colorado, which has been listed in the National Register of Historic Places as the Colorado National Guard Armory, hereinafter referenced as the "Property," and which property is more particularly described as:

Lots 10, 11, and 12, Block 32, South Golden, County of Jefferson,  
State of Colorado; and

WHEREAS, the City and Owner have jointly applied for and been awarded a grant from the Colorado Historical Society the proceeds of which, along with matching funds, are to be used for the preservation of the Property, all in accordance with the grant and grant contract; and

WHEREAS, the parties desire to enter into an agreement whereby Owner may utilize up to \$116,205 of the State Historic Fund Preservation Grant, along with matching funds provided by Owner, to rehabilitate its property in a manner so as to comply with the terms and provisions under which the grant has been awarded.

NOW, THEREFORE, and in consideration of the mutual promises and covenants of the parties hereto, it is hereby agreed:

1. Scope of Services.
  - a. Owner will rehabilitate its Property at 1301 13th Street, Golden, Colorado, in a manner described in the attached contract between the Colorado Historical Society and the City and Owner labeled Exhibit "A" ("Grant Contract"). "Historic Preservation Funds" available pursuant to Exhibit A will be used only for those activities specifically listed in the budget included in Exhibit "A."
  - b. Owner shall maintain fiscal books, records, documents and other evidence of accounting procedures and practices which shall be sufficient to accurately reflect all direct and indirect costs of any nature expended in the performance of the duties under this agreement, Owner's accounting records shall be sufficient to identify and distinguish costs and expenses incurred by Owner for that portion of the project which is eligible for Historic Preservation grant funding.

c. Historic Preservation funds will only be used for the work specified above, and in the Grant Contract.

2. Responsible Administrator. The performance of the services required hereunder shall be under the direct supervision of Yoshie Feaster, an employee or agent of Owner. If at any time Yoshie Feaster is not assigned to this Project, all work covered by this Agreement shall be suspended until Owner assigns a mutually acceptable replacement.

3. Period of Performance. The period of performance of this agreement shall start on May 15, 2009 and end on May 15, 2011. The terms of this agreement and all provisions herein shall extend to and cover any additional time period during which Owner remains in control of Historic Preservation Funds or other assets. City and Owner acknowledge that this agreement may be extended only in accordance with the procedures and requirements of the agreement with the Colorado Historical Society, as incorporated below.

4. Matching Funds. Owner shall make available the necessary funds to complete the project and provide matching funds, in accordance with the Grant Contract.

5. Method of Payment. Subject to the receipt of Historic Preservation Funds, Golden agrees to disburse to Owner Historic Preservation Funds in an amount not to exceed \$116,205.00. The method and time of disbursement of such Historic Preservation Funds shall be as provided in the Grant Contract.

6. Independent Contractor. Owner shall be an independent contractor and shall have no authorization, express or implied, to bind Golden to any agreements, settlements, liability or understanding except as expressly set forth herein.

7. Personnel. Owner represents that it has, or will secure at its own expense, unless otherwise stated in the Scope of Services, all personnel, as employees of Owner, necessary to perform the work and services required to be performed under this Agreement. Such personnel may not be employees of or have any contractual relationship with Golden and no such personnel are eligible for any employee benefits, unemployment compensation or any other benefits accorded Golden employees. Owner agrees to indemnify Golden for any costs for which Golden may be found liable in these regards. Owner shall pay when due all required employment taxes and income tax withholding. All of the services required hereunder will be performed by Owner or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.

Owner shall provide Workmen's Compensation Coverage for all of its employees to the extent required by law. In no case is Golden responsible for providing Workmen's Compensation Coverage for any employees or subcontractors of Owner pursuant to this

Agreement, and Owner agrees to indemnify Golden for any costs for which Golden may be found liable in this regard.

8. Incorporation of the Contract with State Historical Society. The parties hereto acknowledge that the Historic Preservation Funds are available for the preservation of the Property, as set forth herein by virtue of a contract, which has been executed between Golden, the Owner, and the Colorado Historical Society, said contract being dated \_\_\_\_\_ (the "Grant Contract"), and attached hereto as Exhibit "A." The provisions of the contract between Golden and the Colorado Historical Society are hereby incorporated by reference. Owner agrees to fulfill any and all obligations that are required of itself and Golden under the terms of the Grant Contract with The Colorado Historical Society. Further, Owner agrees to be bound by those provisions of the Grant Contract that address the obligations of the "Golden and/or Subgrantee," as those terms are used in the Grant Contract.

9. Indemnification. Owner shall indemnify, defend and hold harmless Golden, their 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 of Owner, its employees, agents, subcontractors or assignees, pursuant to the terms of this contract.

10. Contract Termination. This contract may be terminated as follows:

a. Termination Due to Loss of Funding. The parties hereto expressly recognize that Owner is to be paid, reimbursed, or otherwise compensated with State Historic Preservation Funds provided for the purpose of contracting for the services provided for herein, and, therefore, Owner expressly understands and agrees that all its rights, demands, and claims to compensation arising under this Agreement are contingent upon budget and appropriation of Historic Preservation Funds by the State of Colorado and Golden, and receipt of such funds by Golden. In the event that such funds, or any part thereof, are not received by Golden, Golden, or Owner may terminate or amend this Agreement.

b. Termination for Cause. If, through any material cause, Owner shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if Owner shall violate any of the material covenants, agreements, or stipulations of this Agreement, Golden shall thereupon have the right to terminate this Agreement for cause by giving written notice to Owner of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination.

Notwithstanding the above, Owner shall not be relieved of liability to Golden for any damages sustained by Golden by virtue of any breach of the Agreement by Owner, and Golden may withhold any payments to Owner for the purpose of setoff until such time as the exact amount of damages due Golden from Owner is determined.

11. Modification and Amendment.

a. Modification and Operation of Law. This Agreement is subject to such modifications as may be required by changes in federal or state law or regulations. Any such required modification shall be incorporated into and be part of this Agreement as if fully set forth herein.

b. Programmatic or Budgetary Modifications. If programmatic or budgetary modifications are desired, Owner must submit a written request to Golden and obtain written approval from Golden and The Colorado Historical Society. Prior approval for changes must be authorized by The Colorado Historic Society and Golden in an amendment to this contract properly executed and approved in accordance with applicable law, prior to the start of any work affected by the Amendment.

c. Other Modifications. If either Golden or Owner desires to modify the terms of this Agreement other than as set forth in subparagraphs a. and b. above, written notice of the proposed modification shall be given to the other party. No such modification shall take effect unless agreed to in writing by both parties in an amendment to this Agreement properly executed and approved in accordance with applicable law.

12. Insurance. Owner shall provide comprehensive general liability insurance covering its officers and regular employees for incidents arising from their negligent acts occurring within the statement of work and during the performance under this agreement, and which names the City as an additional insured. A copy of a Certificate of Insurance shall be on file with the City while this agreement is in effect. The insurance to be provided shall be in the following limits: \$600,000 per occurrence for bodily injury and property damage, and \$600,000 per occurrence for personal liability. Such insurance shall contain a provision that the City shall be given thirty (30) days written notice of cancellation or material change in coverage.

13. Compliance with Laws. The execution of this Agreement shall not relieve Owner from complying with any provision of the Golden Municipal Code, including compliance with zoning ordinances and use restrictions, building code, or any applicable local, state or federal rule, regulation, statute, or requirement, nor shall this Agreement be construed as approval by the City to construct the improvements contemplated by Owner to the extent that City approvals or permits are otherwise required by the Golden Municipal Code or by any other state or federal governmental entity.

14. Assignment. Neither party nor any subcontractors hereto may sell, transfer, assign or otherwise dispose of this Agreement or any portion thereof, or of its rights, title, interest or duties therein, without the prior written consent of the other party. No subcontract or transfer of Agreement shall in any case release Owner of liability under this Agreement.

15. Binding on Successors. Except as otherwise provided, this Agreement shall inure to the benefit of and be binding upon the parties, or any subcontractors hereto, and their respective successors and assigns.

16. Non-Discrimination. Owner shall comply with all applicable State and Federal laws, rules, regulations involving non-discrimination on the basis of race, color, religion, national origin, age, handicap or sex.

17. Colorado Law. This Agreement shall be governed by the laws of the State of Colorado. Venue for any litigation shall be in Jefferson County.

18. Severability. If any term, covenant, or condition of this Agreement is deemed by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall be binding upon the parties.

19. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all other prior and contemporaneous agreements, representations, and understandings of the parties regarding the subject matter of this Agreement. No supplemental, modification, or amendment of this Agreement shall be binding unless executed in writing by the parties. No representations or warranties whatever are made by any party to this Agreement except as specifically set forth in this Agreement or in any instrument delivered pursuant to this Agreement.

20. Default/Attorney's Fees. In the event of any of the provisions herein, the default party shall be liable to the non-defaulting party for all reasonable attorney fees, legal expenses and costs incurred as a result of the default.

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

22. Notice and Communications. Any notice to the parties required under this Agreement shall be in writing, delivered to the person designated below for the parties at the indicated address unless otherwise designated in writing.

"Golden"  
City of Golden  
911 - 10th Street  
Golden, CO 80401  
Attn: \_\_\_\_\_

"Owner"  
THE ARMORY COLORADO LLC,  
1188 BISHOP STREET, SUITE 1209  
HONOLULU, HI 96813  
Attn: YOSHIE FEASTER  
MEMBER MANAGER

23. Survival of Certain Contract Terms. Notwithstanding anything herein to the contrary, the parties understand and agree that all terms and conditions of this contract which may require continued performance or compliance beyond the termination date of the contract shall survive such termination date and shall be enforceable by

Golden as provided herein in the event of such failure to perform or comply by Owner or its subcontractors.

25. Immigration Status Obligations.

A) Owner certifies, through signature of its authorized representative executing this Contract, that it does not knowingly employ or contract with an illegal alien who will perform work under the public contract for services and that the OWNER will participate in the United States Government's E-Verify Program or the State of Colorado Department of Labor and Employment Program ("Department Program") in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services.

B) Owner shall not:

1) Knowingly employ or contract with an illegal alien to perform work under this Contract; or

2) Enter into a contract with a subcontractor that fails to certify to the Owner that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under the public contract for services.

C) Owner shall affirm as required by C.R.S. § 8-17.5-102 (c) (II) the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services through participation in either the E-Verify Program or the Department Program.

D) Owner is prohibited from using the E-Verify Program or Department Program procedures to undertake pre-employment screening of job applicants while the public contract for services is being performed.

E) If Owner obtains actual knowledge that a subcontractor performing work under the public contract for services knowingly employs or contracts with an illegal alien, Owner shall be required to:

1) Notify the subcontractor and the Golden within three days that the Owner has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

2) Terminate the subcontract with the subcontractor if within three days of receiving the certification required pursuant to sub-subparagraph (B)(2) the subcontractor does not stop employing or contracting with the illegal alien; except that the Owner 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.



F) Owner shall comply with all rules and regulations and any reasonable request by the State Department of Labor and Employment made in the course of the Department's performance of its lawful duties pursuant to C.R.S. 8-17.5-101 et. seq., as amended from time to time.

G) If Owner violates any of the provisions set forth in this section, the Golden may terminate the Contract and Owner shall be liable for all actual and consequential damages incurred by the Golden.

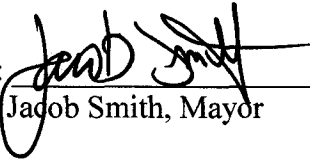
Executed the day and year first above given.

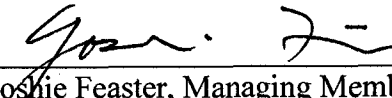
"GOLDEN"

"OWNER"

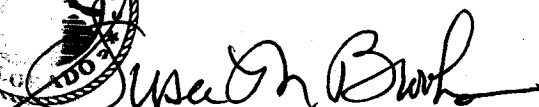
CITY OF GOLDEN

THE ARMORY COLORADO, LLC

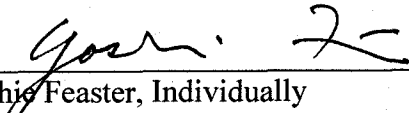
By:   
Jacob Smith, Mayor

By:   
Yoshie Feaster, Managing Member




  
Susan M. Brooks, MMC  
City Clerk

YOSHIE FEASTER

  
Yoshie Feaster, Individually

APPROVED AS TO FORM:

  
David S. Williamson  
City Attorney

**HISTORIC PRESERVATION GRANT  
SUBCONTRACTOR AGREEMENT**

**THIS AGREEMENT** is made and entered into this 31 day of SEPTEMBER, 2009, by and between the City of Golden, CO, hereinafter referred to as "City" or "Golden" and The Armory Colorado, LLC, a Limited Liability Company, and Yoshie Feaster, individually, hereinafter collectively referred to as "Owner."

**WITNESSETH**

WHEREAS, Owner owns fee title to real property at 1301 Arapahoe Street, Golden, Colorado, which has been listed in the National Register of Historic Places as the Colorado National Guard Armory, hereinafter referenced as the "Property," and which property is more particularly described as:

Lots 10, 11, and 12, Block 32, South Golden, County of Jefferson,  
State of Colorado; and

WHEREAS, the City and Owner have jointly applied for and been awarded a grant from the Colorado Historical Society the proceeds of which, along with matching funds, are to be used for the preservation of the Property, all in accordance with the grant and grant contract; and

WHEREAS, the parties desire to enter into an agreement whereby Owner may utilize up to \$116,205 of the State Historic Fund Preservation Grant, along with matching funds provided by Owner, to rehabilitate its property in a manner so as to comply with the terms and provisions under which the grant has been awarded.

NOW, THEREFORE, and in consideration of the mutual promises and covenants of the parties hereto, it is hereby agreed:

1. Scope of Services.

a. Owner will rehabilitate its Property at 1301 13th Street, Golden, Colorado, in a manner described in the attached contract between the Colorado Historical Society and the City and Owner labeled Exhibit "A" ("Grant Contract"). "Historic Preservation Funds" available pursuant to Exhibit A will be used only for those activities specifically listed in the budget included in Exhibit "A."

b. Owner shall maintain fiscal books, records, documents and other evidence of accounting procedures and practices which shall be sufficient to accurately reflect all direct and indirect costs of any nature expended in the performance of the duties under this agreement, Owner' accounting records shall be sufficient to identify and distinguish costs and expenses incurred by Owner for that portion of the project which is eligible for Historic Preservation grant funding.

c. Historic Preservation funds will only be used for the work specified above, and in the Grant Contract.

2. Responsible Administrator. The performance of the services required hereunder shall be under the direct supervision of Yoshie Feaster, an employee or agent of Owner. If at any time Yoshie Feaster is not assigned to this Project, all work covered by this Agreement shall be suspended until Owner assigns a mutually acceptable replacement.

3. Period of Performance. The period of performance of this agreement shall start on May 15, 2009 and end on May 15, 2011. The terms of this agreement and all provisions herein shall extend to and cover any additional time period during which Owner remains in control of Historic Preservation Funds or other assets. City and Owner acknowledge that this agreement may be extended only in accordance with the procedures and requirements of the agreement with the Colorado Historical Society, as incorporated below.

4. Matching Funds. Owner shall make available the necessary funds to complete the project and provide matching funds, in accordance with the Grant Contract.

5. Method of Payment. Subject to the receipt of Historic Preservation Funds, Golden agrees to disburse to Owner Historic Preservation Funds in an amount not to exceed \$116,205.00. The method and time of disbursement of such Historic Preservation Funds shall be as provided in the Grant Contract.

6. Independent Contractor. Owner shall be an independent contractor and shall have no authorization, express or implied, to bind Golden to any agreements, settlements, liability or understanding except as expressly set forth herein.

7. Personnel. Owner represents that it has, or will secure at its own expense, unless otherwise stated in the Scope of Services, all personnel, as employees of Owner, necessary to perform the work and services required to be performed under this Agreement. Such personnel may not be employees of or have any contractual relationship with Golden and no such personnel are eligible for any employee benefits, unemployment compensation or any other benefits accorded Golden employees. Owner agrees to indemnify Golden for any costs for which Golden may be found liable in these regards. Owner shall pay when due all required employment taxes and income tax withholding. All of the services required hereunder will be performed by Owner or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.

Owner shall provide Workmen's Compensation Coverage for all of its employees to the extent required by law. In no case is Golden responsible for providing Workmen's Compensation Coverage for any employees or subcontractors of Owner pursuant to this

Agreement, and Owner agrees to indemnify Golden for any costs for which Golden may be found liable in this regard.

8. Incorporation of the Contract with State Historical Society. The parties hereto acknowledge that the Historic Preservation Funds are available for the preservation of the Property, as set forth herein by virtue of a contract, which has been executed between Golden, the Owner, and the Colorado Historical Society, said contract being dated June 24, 2007 (the "Grant Contract"), and attached hereto as Exhibit "A." The provisions of the contract between Golden and the Colorado Historical Society are hereby incorporated by reference.

9. Indemnification. Owner shall indemnify, defend and hold harmless Golden, their employees and agents, and the State Historical Fund 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 of Owner, its employees, agents, subcontractors or assignees, pursuant to the terms of this contract.

10. Contract Termination. This contract may be terminated as follows:

a. Termination Due to Loss of Funding. The parties hereto expressly recognize that Owner is to be paid, reimbursed, or otherwise compensated with State Historic Preservation Funds provided for the purpose of contracting for the services provided for herein, and, therefore, Owner expressly understands and agrees that all its rights, demands, and claims to compensation arising under this Agreement are contingent upon budget and appropriation of Historic Preservation Funds by the State of Colorado and Golden, and receipt of such funds by Golden. In the event that such funds, or any part thereof, are not received by Golden, Golden, or Owner may terminate or amend this Agreement.

b. Termination for Cause. If, through any material cause, Owner shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if Owner shall violate any of the material covenants, agreements, or stipulations of this Agreement, Golden shall thereupon have the right to terminate this Agreement for cause by giving written notice to Owner of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination.

Notwithstanding the above, Owner shall not be relieved of liability to Golden for any damages sustained by Golden by virtue of any breach of the Agreement by Owner, and Golden may withhold any payments to Owner for the purpose of setoff until such time as the exact amount of damages due Golden from Owner is determined.

11. Modification and Amendment.

a. Modification and Operation of Law. This Agreement is subject to such modifications as may be required by changes in federal or state law or regulations. Any

such required modification shall be incorporated into and be part of this Agreement as if fully set forth herein.

b. Programmatic or Budgetary Modifications. If programmatic or budgetary modifications are desired, Owner must submit a written request to Golden and obtain written approval from Golden and The Colorado Historical Society. Prior approval for changes must be authorized by The Colorado Historic Society and Golden in an amendment to this contract properly executed and approved in accordance with applicable law, prior to the start of any work affected by the Amendment.

c. Other Modifications. If either Golden or Owner desires to modify the terms of this Agreement other than as set forth in subparagraphs a. and b. above, written notice of the proposed modification shall be given to the other party. No such modification shall take effect unless agreed to in writing by both parties in an amendment to this Agreement properly executed and approved in accordance with applicable law.

12. Insurance. Owner shall provide comprehensive general liability insurance covering its officers and regular employees for incidents arising from their negligent acts occurring within the statement of work and during the performance under this agreement, and which names the City as an additional insured. A copy of a Certificate of Insurance shall be on file with the City while this agreement is in effect. The insurance to be provided shall be in the following limits: \$600,000 per occurrence for bodily injury and property damage, and \$600,000 per occurrence for personal liability. Such insurance shall contain a provision that the City shall be given thirty (30) days written notice of cancellation or material change in coverage.

13. Compliance with Laws. The execution of this Agreement shall not relieve Owner from complying with any provision of the Golden Municipal Code, including compliance with zoning ordinances and use restrictions, building code, or any applicable local, state or federal rule, regulation, statute, or requirement, nor shall this Agreement be construed as approval by the City to construct the improvements contemplated by Owner to the extent that City approvals or permits are otherwise required by the Golden Municipal Code or by any other state or federal governmental entity.

14. Assignment. Neither party nor any subcontractors hereto may sell, transfer, assign or otherwise dispose of this Agreement or any portion thereof, or of its rights, title, interest or duties therein, without the prior written consent of the other party. No subcontract or transfer of Agreement shall in any case release Owner of liability under this Agreement.

15. Binding on Successors. Except as otherwise provided, this Agreement shall inure to the benefit of and be binding upon the parties, or any subcontractors hereto, and their respective successors and assigns.

16. Non-Discrimination. Owner shall comply with all applicable State and Federal laws, rules, regulations involving non-discrimination on the basis of race, color, religion, national origin, age, handicap or sex.

17. Colorado Law. This Agreement shall be governed by the laws of the State of Colorado. Venue for any litigation shall be in Jefferson County.

18. Severability. If any term, covenant, or condition of this Agreement is deemed by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall be binding upon the parties.

19. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all other prior and contemporaneous agreements, representations, and understandings of the parties regarding the subject matter of this Agreement. No supplemental, modification, or amendment of this Agreement shall be binding unless executed in writing by the parties. No representations or warranties whatever are made by any party to this Agreement except as specifically set forth in this Agreement or in any instrument delivered pursuant to this Agreement.

20. Default/Attorney's Fees. In the event of any of the provisions herein, the default party shall be liable to the non-defaulting party for all reasonable attorney fees, legal expenses and costs incurred as a result of the default.

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

22. Notice and Communications. Any notice to the parties required under this Agreement shall be in writing, delivered to the person designated below for the parties at the indicated address unless otherwise designated in writing.

"Golden"  
City of Golden  
911 - 10th Street  
Golden, CO 80401  
Attn: Steve Olusick

"Owner"  
Armory Colorado LLC  
c/o Fuller Management Services  
1515 Arapahoe St #1200 Denver CO 80202  
Attn: Chris Hedlund

23. Survival of Certain Contract Terms. Notwithstanding anything herein to the contrary, the parties understand and agree that all terms and conditions of this contract which may require continued performance or compliance beyond the termination date of the contract shall survive such termination date and shall be enforceable by Golden as provided herein in the event of such failure to perform or comply by Owner or its subcontractors.

25. Immigration Status Obligations.

A) Owner certifies, through signature of its authorized representative executing this Contract, that it does not knowingly employ or contract with an illegal alien who will perform work under the public contract for services and that the OWNER will participate in the United States Government's E-Verify Program or the State of Colorado Department of Labor and Employment Program ("Department Program") in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services.

B) Owner shall not:

1) Knowingly employ or contract with an illegal alien to perform work under this Contract; or

2) Enter into a contract with a subcontractor that fails to certify to the Owner that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under the public contract for services.

C) Owner shall affirm as required by C.R.S. § 8-17.5-102 (c) (II) the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services through participation in either the E-Verify Program or the Department Program.

D) Owner is prohibited from using the E-Verify Program or Department Program procedures to undertake pre-employment screening of job applicants while the public contract for services is being performed.

E) If Owner obtains actual knowledge that a subcontractor performing work under the public contract for services knowingly employs or contracts with an illegal alien, Owner shall be required to:

1) Notify the subcontractor and the Golden within three days that the Owner has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

2) Terminate the subcontract with the subcontractor if within three days of receiving the certification required pursuant to sub-subparagraph (B)(2) the subcontractor does not stop employing or contracting with the illegal alien; except that the Owner 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.

F) Owner shall comply with all rules and regulations and any reasonable request by the State Department of Labor and Employment made in the course of the Department's performance of its lawful duties pursuant to C.R.S. 8-17.5-101 et. seq., as amended from time to time.

G) If Owner violates any of the provisions set forth in this section, the Golden may terminate the Contract and Owner shall be liable for all actual and consequential damages incurred by the Golden.

Executed the day and year first above given.

“GOLDEN”

“OWNER”

CITY OF GOLDEN

THE ARMORY COLORADO, LLC

By: 

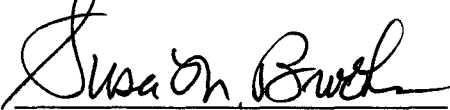
Jacob Smith, Mayor

By: 

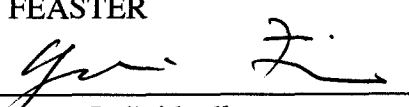
Yoshie Feaster, Managing Member

ATTEST:

YOSHIE FEASTER



Susan M. Brooks, MMC  
City Clerk

  
Yoshie Feaster, Individually

APPROVED AS TO FORM:



David S. Williamson  
City Attorney