

RESOLUTION NO. 1565

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GOLDEN APPROVING AN AGREEMENT WITH THE GOLDEN HIGH COUNTRY ARCHERS PERTAINING TO USE OF THE ARCHERY RANGE LOCATED AT THE TONY GRAMPSAS MEMORIAL SPORTS COMPLEX

WHEREAS, the City is the owner and operator of a municipal recreation area known as the Tony Grampsas Memorial Sports Complex, located at 4471 Saliva Street, Golden, Colorado 80401; and


WHEREAS, licensee is an archery club and desires to operate an archery range within the Tony Grampsas Memorial Sports Complex; and

WHEREAS, the City believes an archery range would benefit the citizens of Golden.

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

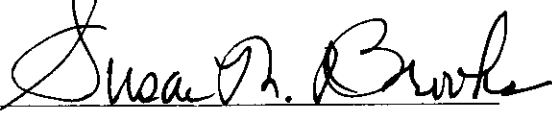
The Agreement for operation of an archery range by the Golden High Country Archers is approved in essentially the same form as the copy of such agreement accompanying this resolution. The Mayor is authorized to execute the Agreement on behalf of the City.

Adopted the 12th day of May, 2005.



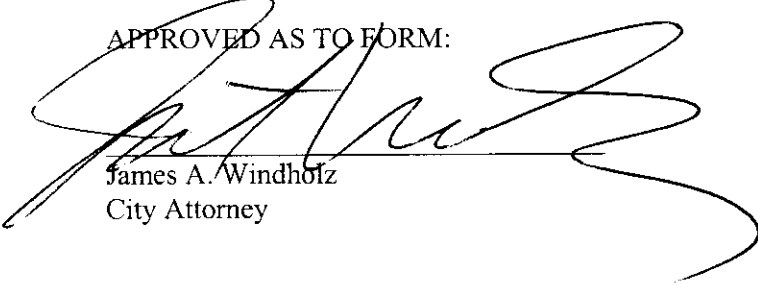
Charles J. Baroch
Mayor

ATTEST:



Susan M. Brooks, MMC
City Clerk

APPROVED AS TO FORM:




James A. Windholz
City Attorney

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 regular meeting thereof held on the 12th day of May, A.D., 2005.

(SEAL)

ATTEST:


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

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (Agreement) is effective this ____ day of _____, 2005, by and between the City of Golden, a Colorado home rule municipality (City) and the Golden High Country Archers (Licensee).

WHEREAS, the City is the owner and operator of a municipal recreation area known as the Tony Grampsas Memorial Sports Complex, located at 4471 Saliva Street, Golden, Colorado 80401, and

WHEREAS, Licensee is an archery club and desires to operate an archery range within the Tony Grampsas Memorial Sports Complex, and

WHEREAS, the City believes an archery range would benefit the citizens of Golden,

NOW, THEREFORE, in consideration of the mutual covenants and promises expressed herein, the parties agree as follows:

1. Grant of License. Subject to the terms and conditions set forth herein, the City grants to Licensee a non-exclusive license to operate and maintain an archery range within the Tony Grampsas Memorial Sports Complex upon the land described in Appendix A, which is attached hereto and made a part of this Agreement.

2. Term/Extensions. The term of the Agreement granted herein shall be for the calendar year 2005. The Agreement shall automatically renew for five consecutive one-year terms except that, notwithstanding any other provision herein, the City may terminate this Agreement with or without cause, by written notice to Licensee during the month of January of any succeeding term.

3. Police Powers Reserved. Licensee's rights, as set forth herein, are subject to the City's police powers which include, for example, the power to adopt and enforce ordinances, regulations and amend this Agreement as it deems necessary for the public's health, safety and welfare. The City reserves its right to exercise its police powers, notwithstanding anything in this Agreement to the contrary. Any conflict between the provisions of the Agreement and any other present or future lawful exercise of the City's police powers shall be resolved in favor of the latter.

4. Fixtures/Improvements. Licensee shall be responsible for the installation, construction and maintenance of all improvements necessary for an archery range. All improvements must be approved in writing by the City prior to installation and construction. Licensee is responsible for acquisition of all permits and payments of all fees associated with such installation and construction.

5. Indemnification. Licensee shall, for itself, its officers, officials, members, agents and subcontractors, hold the City harmless, defend and indemnify the City, its successors, assigns, officers, employees, agents and appointed and elected officials from and against all liability, injury, damage or death and all claims or demands of any nature and reimburse the City for all its reasonable expenses, including attorney fees, incurred as a result of, or in any manner arising from, the construction, operation, or maintenance of the archery range.

In the event of legal action between the parties for a breach of this Agreement and the prevailing party shall be awarded its costs including reasonable attorney fees.

Nothing herein is intended to waive any of the rights and protections afforded the City by the Colorado Governmental Immunity Act, C.R.S. 24-10-101, *et. seq.*, or otherwise provided by law.

6. Insurance. Licensee shall obtain and maintain during the course of this Agreement a comprehensive general liability policy for limits of not less than one million dollars (\$1,000,000.00) for each occurrence for damages of bodily injury or death or destruction of property. Such insurance shall be written by a Colorado licensed corporation and the City shall be named as an insured party. A certificate of insurance shall be provided to the City within thirty (30) days of execution of this Agreement and no modification of such policy shall occur without thirty (30) days advance notification to the City.

7. Operation Requirements. The archery range shall be operated and maintained in accordance with the design and safety procedures developed by the National Field Archery Association.

All range activities shall be conducted in compliance with Licensee's Constitution and By-Laws.

The gate to the perimeter fence shall remain locked at all times except for when Licensee occupies the premises.

Licensee shall maintain the licensed premise including the perimeter fence to the reasonable satisfaction of the City's Director of Parks, Recreation, and Golf.

8. Termination. The City may, upon thirty (30) days written notice to Licensee, terminate this Agreement for violation of any of the terms and conditions set forth herein.

Licensee shall, within thirty (30) days of termination of this Agreement, regardless of the reason, remove all its fixtures, improvements and personal property from the licensed premise and return the premise to substantially the same condition as it existed prior to this Agreement.

9. Notice. Any notice or communication between Licensee and the City which may be required or which may be given under the terms of this Agreement shall be in writing, and shall be deemed to have been sufficiently given when directly presented or sent pre-paid, first class United States Mail, addressed as follows:

City of Golden
Attn: Director of Parks, Recreation, and Golf
1470 10th Street
Golden, Colorado 80401

Golden High Country Archers
Attn: Secretary/Treasurer
PO Box 16484
Golden, CO 80402

10. Non-Assignability. Neither this Agreement, nor any of the rights or obligations of the parties hereto, shall be assigned by either party without the written consent of the other.

11. Venue. 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 the County of Jefferson, State of Colorado.

12. Entire Agreement. This Agreement contains the entire Agreement between Licensee and the City, superseding all prior oral or written communication. None of the provisions of this Agreement may be amended, modified or changed, except upon written agreement of the parties.

In witness whereof, the parties hereto, by their authorized representatives, bind themselves to the terms and conditions of this Agreement.

CITY OF GOLDEN

GOLDEN HIGH COUNTRY ARCHERS

By: _____
Mayor Charles J. Baroch

By: _____
President

ATTEST

APPROVED AS TO FORM
