

RESOLUTION NO. 2187

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GOLDEN APPROVING A LICENSE AGREEMENT BETWEEN THE CITY OF GOLDEN AND BRYAN ALDER/LOCAL MARKET FOR FOOD AND BEVERAGE SERVICE AT THE CITY OF GOLDEN'S HISTORY CENTER

WHEREAS, the City of Golden owns and operates the Golden History Center and Clear Creek Corridor Park which is a city museum and park; and

WHEREAS, Bryan Adler/Local Market desires to operate a food service center within the Golden History Center and Clear Creek Corridor Park; and

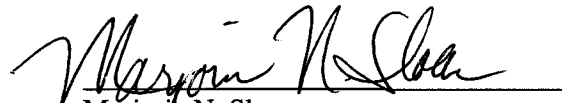
WHEREAS, City Council finds that such food service would be beneficial to patrons of the Golden History Center and Clear Creek Corridor Park.

WHEREAS, the City of Golden conducted a competitive bidding process in 2012 for this contract and that this document is an extension of that agreement.

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

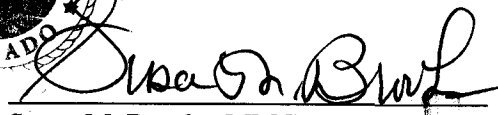
The License Agreement between the City of Golden and Bryan Adler/Local Market for the non-exclusive right to operate and maintain food and beverage services within the Golden History Center Garden Terrace is approved in substantially the same form as the document attached hereto and made a part of this Resolution.

Adopted the 26th day of April, 2012.




Marjorie N. Sloan
Mayor





Susan M. Brooks, MMC
City Clerk

APPROVED AS TO FORM:



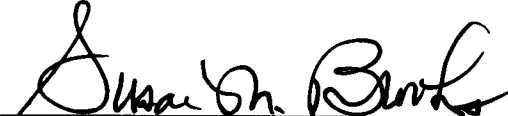
David S. Williamson
City Attorney

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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 26th day of April, A.D. 2012.



ATTEST:


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

LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("License") is effective the _____ day of _____, _____ by and between **THE CITY OF GOLDEN, COLORADO**, a Colorado Home Rule Municipality, ("Golden") and _____ d/b/a **BRYAN ADLER/LOCAL MARKET** ("Licensee").

A. Golden is the owner and operator of a city museum located at 923 10th Street, Golden, Colorado, 80401 which facility is referenced herein as "The Golden History Center".

B. Golden is the owner and operator of Clear Creek Corridor Park; adjacent to the Golden History Center.

C. Licensee desires to operate a "staffed" food service on the riverside garden terrace to serve patrons of the History Center.

D. Golden believes that the availability of a limited food concession on the terrace would be beneficial to the patrons of the Golden History Center and the Clear Creek Corridor Park .

AGREEMENT

In consideration of the mutual covenants and promises obtained herein, the parties agree as follows:

1. **Grant of a License.** Subject to the conditions and provisions as set forth below, Golden grants to Licensee a non-exclusive license to maintain and operate a food and beverage concession in the Golden History Center. Licensee shall be entitled to possession of that portion of the History Center set forth in Exhibit A attached hereto for the propose of operating the food concession licensed herein.

2. **Term/Extensions.** The term of the license granted herein shall be May 1-October 15, 2012 except that, notwithstanding any other provision herein, the City may, upon thirty (30) days written notice to Bryan Adler/Local Market, terminate this Agreement with or without cause.

3. **Fixtures/Improvements/Utilities.** Licensee shall be responsible for the provision and installation of all fixtures and improvements as are necessary to carry out the food concession operation. Licensee shall, at its expense, be entitled to connect to existing electric and water facilities serving the History Center building provided that such connections are approved in advance by Golden. Licensee shall make no modifications to the Golden History Center structure without prior written authorization from Golden. Licensee shall also be responsible for acquiring and maintaining a temporary restroom to be located at the museum site for use during the museum's closed hours.

4. **Hours.** Licensee shall man and operate the food concession between the months of May 1-September 30th on the museum's riverside patio from 11:00am-3:00pm. Unless specifically authorized by Golden, Licensee shall not have a right to access the Golden History Center building (excluding the licensed area) except when the Golden History Center building is open to the general public.

5. **License Fee.** Licensee agrees to pay to Golden a monthly rent of 10% of gross monthly revenue during the months of operation in 2012. A full monthly receipt of sales and the license fee is due to the city no later than 15 days after the end of the business month.

6. **Employees.** Licensee shall have complete authority over, and responsibility for, any and all of its employees working on the premises, including the hiring, firing and payment of adequate compensation. Golden shall have no authority over, or be responsible for such employees.

7. **Miscellaneous Representations, Covenants And Warranties**

a. Licensee warrants that it is authorized to execute this agreement and to carry on a food concession under the trade name of **Local Market at Golden History Center**.

b. Licensee covenants that it will operate the food concession in compliance with all-applicable laws and regulations.

c. Licensee covenants that it will operate the food concession in a professional manner.

d. The food concession area will be maintained free of trash and garbage. Further, Licensee shall regularly remove trash and garbage generated by reason of a concession operation from those areas of the History Center immediately adjacent to the concession. Licensee shall be responsible for the removal of trash and garbage generated by reason of the concession.

e. Licensee shall not conduct any activities nor store any materials in the Golden History Center that is flammable, hazardous, or will otherwise cause an increase in the premiums charged to Golden for property insurance at the Golden History Center.

f. Licensee is required to maintain a current sales/use tax license with the City and shall timely file and remit all required sales/use tax returns and taxes due.

8. **Indemnification.** Licensee agrees to indemnify, defend, and hold harmless Golden from any and all claims and damages asserted against Golden by reason of the exercise of the rights and privileges granted herein.

9. **Insurance.** Licensee will obtain and maintain, during the term of this license, general liability insurance for the operations of the activities licensed herein. Such insurance shall be written by an insurance company licensed to do business in the State of Colorado, and shall include a limit of liability of at least one million dollars, (\$1,000,000.00) and shall include Golden as a named insured. A Certificate of Insurance shall be provided to Golden within thirty (30) days of the date of this agreement and shall provide that there be no cancellation or modifications without thirty (30) days advanced notice to the city.

10. **Termination.**

- a. Golden may immediately terminate this agreement prior to the conclusion of the term for violation of any of the terms or obligations of Licensee as provided herein.
- b. Either party may terminate with 30 days advance written notice with or without cause.
- c. Within thirty (30) days of the termination of this license agreement, including termination at the end of the term or termination prior to the end of the term, Licensee shall remove all its fixtures, improvements and personal belongings from the Golden History Center and return the premises to substantially the same condition as it existed prior to the initiation of the license agreement.

11. **Assignments/Sublet.** Licensee shall not sublet or assign this agreement, or any interest herein, without the written consent of Golden.

12. **Default.** In the event of default, the non-defaulting party shall be entitled to recover from the defaulting party all reasonable costs; expenses and legal fees incurred by reason of said default. Any legal proceedings initiated to enforce the provisions of this agreement shall be governed by the laws of the State of Colorado and venue for any such proceedings shall be Jefferson County.

13. **Immigration Obligations.**

- a) Licensee certifies, through signature of its authorized representative executing this Agreement, that it does not knowingly employ or contract with an illegal alien and that it has participated or attempted to participate in the United States Department of Homeland Security Basic Pilot Program in order to verify that it does not employ any illegal aliens.
- b) Licensee shall not:
 - 1) Knowingly employ or contract with an illegal alien to perform work under this Agreement; or
 - 2) Enter into a contract with a subcontractor that fails to certify to the Licensee that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under the public contract for services.
- c) Licensee has verified or attempted to verify through participation in the Basic Pilot Program that Licensee does not employ any illegal aliens and, if Licensee is not accepted into the Basic Pilot Program prior to entering into this Agreement that Licensee shall apply to participate in the Basic Pilot Program every three months until Licensee is accepted or the terms and conditions of this Agreement have been completed, whichever is earlier. The provision specified in this subparagraph shall not be required or effective if the Basic Pilot Program is discontinued.
- d) Licensee is prohibited from using Basic Pilot Program procedures to undertake pre-employment screening of job applicants while the public contract for services is being performed.
- e) If Licensee obtains actual knowledge that a subcontractor performing work under the public contract for services knowingly employs or contracts with an illegal alien,

- f) Licensee shall be required to:
 - 1. Notify the subcontractor and the City within three days that the Licensee 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 notice required pursuant to sub-subparagraph (B) (2) the subcontractor does not stop employing or contracting with the illegal alien; except that the Licensee 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.
- g) Licensee shall comply with any reasonable request by the State Department of Labor and Employment made in the course of an investigation that the Department is undertaking pursuant to its authority.
- h) If Licensee violates any of the provisions set forth in this section, the City may terminate the Agreement and Contract shall be liable for all actual and consequential damages incurred by the City.

IN WITNESS WHEREOF, the parties have entered into this agreement effective on the date first above written.

CITY OF GOLDEN

LICENSEE

By _____

By _____

Michael Bestor, City Manager

Capacity

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c. Within thirty (30) days of the termination of this license agreement, including termination at the end of the term or termination prior to the end of the term, Licensee shall remove all its fixtures,

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CITY OF GOLDEN

By 
Michael Bestor, City Manager

LICENSEE

By 