

INDEPENDENT CONTRACTOR AGREEMENT

THIS INDEPENDENT CONTRACTOR AGREEMENT (the “**Agreement**”) is made as of January 1, 2015 (the “**Effective Date**”) and is by and between COLORADO SPRINGS URBAN RENEWAL AUTHORITY, a body corporate and politic of the State of Colorado (“**CSURA**”), and Dean Beukema, an individual resident of the State of Colorado (“**Contractor**”).

1. Services. Contractor shall diligently and timely perform the services described in Exhibit A (the “**Services**”) in a quality, professional and workmanlike manner.

2. Payment. In return for Contractor’s Services, CSURA agrees to pay Contractor the consideration set forth in Exhibit A. All payments under this Agreement shall be made payable to the trade or business name of the Contractor, if any. All payments under this Agreement shall be in US Dollars and all amounts referenced herein are in US Dollars.

3. Term. This Agreement shall commence as of the Effective Date and shall remain in effect until one year has elapsed from the Effective Date (the “**Term**”), or unless earlier terminated under Section 13 below. This Agreement shall be automatically extended for successive one-year terms unless otherwise terminated pursuant to this Agreement.

4. Performance of Services.

4.1. Contractor shall perform the Services without the assistance of CSURA. However, CSURA will provide such materials, techniques and specifications typically used by CSURA, and Contractor shall use such materials, techniques and specifications in the performance of the Services. Unless otherwise authorized by CSURA, only Contractor and no other person, including but not limited to any employee or subcontractor of Contractor shall perform the Services. Therefore, Contractor represents that Contractor is free from the control and direction of CSURA in the performance of the Services, except that Contractor is subject to control sufficient to ensure that the end result contracted for is achieved.

4.2. Contractor shall be solely responsible for and shall pay federal, state, local, and any other taxes, including without limitation all sales, use or other taxes, assessments, customs duties and other charges and fees, arising from the performance of the Services by Contractor.

4.3. Contractor further agrees that CSURA does not: (i) require Contractor to work exclusively for CSURA, except that Contractor may choose to work exclusively for CSURA for a finite period of time specified in the document; (ii) establish a quality standard for Contractor except as set forth in this Agreement, and except that CSURA can provide general information and requests regarding the work but cannot oversee the actual work or instruct Contractor as to how the work will be performed; (iii) except as otherwise expressly provided, pay a salary or hourly rate, but rather a fixed or contract rate; (iv) except as otherwise expressly provided, have the right to terminate the work during the contract period unless Contractor violates the terms of the Agreement or fails to produce a result that meets the specifications of the Agreement or project; (v) provide more than minimal training for Contractor; (vi) provide tools or benefits to Contractor, except that materials and equipment may be supplied; (vii) dictate the time of

performance, except that a completion schedule and a range of mutually agreeable work hours may be established; (viii) except as otherwise expressly provided, pay the Contractor personally but rather makes checks payable to the trade or business name of the Contractor pursuant to Contractor's instruction; and (ix) combine Contractor business operations in any way with CSURA's business, but instead maintains CSURA's operations as separate and distinct.

5. Expenses. Contractor shall pay, but CSURA may reimburse, such reasonable expenses necessarily incurred in connection with the performance of Services and first approved by CSURA in writing and in CSURA's sole discretion. Invoices that do not bear the name of Contractor will not be approved. CSURA must first approve invoices that are to be paid directly to a third party by CSURA on behalf of Contractor.

6. Independent Contractor Relationship.

6.1. Generally. Contractor and CSURA understand and agree that Contractor's relationship to CSURA shall be that of an independent contractor. Contractor shall not be an employee of CSURA. Contractor shall have no right to act on behalf of or to bind CSURA in any manner. During the Term of this Agreement, Contractor is free to provide Services to other persons, organizations and firms, subject to the terms of this Agreement and any other agreements Contractor or Contractor's partners, members, stockholders or employees may have with CSURA, such agreements are incorporated herein by reference. If Contractor is subsequently reclassified, for example, as a common law employee as a result of a final decree of a court of competent jurisdiction or the settlement of an administrative or judicial proceeding, Contractor agrees to indemnify CSURA for all liabilities, losses, claims, damages, costs and expenses incurred by CSURA as a result of that reclassification.

6.2. Contractor's Employees. Contractor's employees or subcontractors, if any, shall not be considered employees of CSURA and CSURA shall have no right to hire, terminate or direct Contractor's employees or subcontractors. If any of Contractor's employees or subcontractors are determined to be employees of CSURA, Contractor agrees to indemnify and hold CSURA harmless for and from all liabilities, losses, claims, damages, costs and expenses incurred by CSURA as a result of that determination.

6.3. Withholdings and Contributions. CSURA SHALL HAVE NO RESPONSIBILITY FOR THE WITHHOLDING OR PAYMENT OF FEDERAL, STATE, LOCAL, MUNICIPAL OR ANY OTHER TAXES, WITHHOLDINGS, ASSESSMENTS, CUSTOMS DUTY AND OTHER CHARGES AND FEES, OR CONTRIBUTIONS, INCLUDING BUT NOT LIMITED TO, WITHHOLDINGS OR CONTRIBUTIONS UNDER THE FEDERAL INSURANCE CONTRIBUTIONS ACT (SOCIAL SECURITY) OR COMPARABLE ACT, OR FOR CONTRIBUTIONS UNDER THE FEDERAL UNEMPLOYMENT TAX ACT OR COMPARABLE LAW OR ACT, ON BEHALF OF CONTRACTOR OR ITS EMPLOYEES IN CONNECTION WITH THE SERVICES. CONTRACTOR IS BE OBLIGATED TO PAY ANY SUCH WITHHOLDING, PAYMENT, OR CONTRIBUTIONS, WHICH INCLUDES ALL FEDERAL AND STATE TAXES ON ANY MONIES PAID PURSUANT TO THE CONTRACTUAL RELATIONSHIP.

6.4. Benefits. Contractor and its employees and subcontractors shall not, by virtue of this Agreement, be eligible for benefits and/or benefit plans made available to employees of CSURA, including but not limited to, vacation or leave, retirement plans or pensions, medical or insurance, even if Contractor or any of Contractor's employees or subcontractors are subsequently reclassified, for example, as common law employees as a result of a final decree of a court of competent jurisdiction or the settlement of an administrative or judicial proceeding. Any benefits to be paid to Contractor or its employees or subcontractors or shall be the sole responsibility of Contractor.

6.5. Workers' Compensation and Unemployment Insurance Coverage. UNLESS OTHERWISE PROVIDED HEREIN, CSURA SHALL PROVIDE NO WORKERS' COMPENSATION OR UNEMPLOYMENT INSURANCE OR COMPARABLE INSURANCE COVERAGE FOR CONTRACTOR OR CONTRACTOR'S EMPLOYEES OR SUBCONTRACTORS IN CONNECTION WITH THE SERVICES PERFORMED UNDER THIS AGREEMENT OR OTHERWISE. ANY SUCH COVERAGE OR COMPARABLE COVERAGE SHALL BE THE SOLE RESPONSIBILITY OF CONTRACTOR. CONTRACTOR AGREES TO PROVIDE TO CSURA, EVIDENCE OF WORKERS' COMPENSATION AND/OR UNEMPLOYMENT INSURANCE OR SUCH OTHER COMPARABLE INSURANCE AS IS REQUIRED UNDER THE LAWS OF THE UNITED STATES OR ANY STATE, REGION, CITY OR MUNICIPALITY THEREIN FOR CONTRACTOR AND ITS EMPLOYEES.

CONTRACTOR HEREBY CERTIFIES THAT CONTRACTOR IS A SOLE PROPRIETOR (OR AN OFFICER OF A CORPORATION OR A MANAGER OR MANAGING MEMBER OF AN LLC) WORKING AS A CONTRACTOR FOR CSURA, AND CONTRACTOR HEREBY WAIVES ANY CLAIM TO COVERAGE OF WORKERS COMPENSATION INSURANCE CARRIED BY CLIENT.

6.6. Insurance. CSURA has no obligation and shall not procure liability or other insurance on behalf of Contractor or its employees or subcontractors. Procurement of any insurance for Contractor's business, for Contractor or for Contractor's employees or subcontractors shall be the sole responsibility of Contractor. However, if Contractor does not provide satisfactory proof of workers' compensation insurance or comparable insurance required under the laws of the jurisdiction in which the Services are rendered to CSURA, as set forth in Section 6.5, CSURA may, at its discretion, acquire such workers' compensation insurance or similar insurance on behalf of and for Contractor, in such amounts as CSURA deems necessary, and CSURA may reduce any amounts to be paid to Contractor by CSURA for such insurance costs. Notwithstanding the foregoing, CSURA has no obligation to obtain any insurance for Contractor and CSURA's decision not to obtain any insurance pursuant to this Section 6.6 hereunder shall in no way affect any other provision under this Agreement or its legal affect and validity.

7. Confidential Information. The term "**Confidential Information**" means all information, oral or written, embodied in or related to, CSURA and CSURA's business, including but not limited to methods, information deemed confidential by CSURA, designs, specifications, know-how, business studies, policies and procedures, finance, marketing and sales data, plans and efforts, identities of and relationships with customers, the terms and conditions of this

Agreement, and any other materials that have not been made available to the general public. Failure to mark any of the Confidential Information as confidential or proprietary will not affect its status as Confidential Information under the terms of this Agreement. “Confidential Information” does not include information that is part of the public knowledge or literature or known to the general public at the time of receipt or has entered the public domain through no fault of the receiving party.

Contractor acknowledges that in the performance of this Agreement CSURA will communicate to Contractor Confidential Information. None of the Confidential Information may be used, copied, disclosed, broadcast, sold, re-licensed, distributed or otherwise published by Contractor, except as expressly permitted by this Agreement. Contractor agrees that it will not use in any way for its own account or the account of any third party, nor disclose to any third party, any Confidential Information revealed to it by CSURA other than to exercise its express rights and fulfill its obligations under this Agreement. Each party will take every reasonable precaution to protect the confidentiality of such information.

During the Term of this Agreement and after its expiration or termination, Contractor (a) will not use the Confidential Information for Contractor’s own purposes or for the purposes of any person or entity other than CSURA; and (b) will not disclose Confidential Information to non-CSURA personnel other than its employees and Contractors with a need to know such Confidential Information and who have obligations of confidentiality not to use such Confidential Information. Contractor agrees to take all reasonable precautions to prevent inadvertent disclosure or use of Confidential Information, including without limitation, making any copies of Confidential Information except to the limited extent necessary for purposes of disseminating the Confidential Information to CSURA.

8. Intellectual Property. The term “**Intellectual Property**” means any and all of CSURA’s proprietary materials, information and know-how, used by CSURA in the conduct of its business, including, by way of illustration but not limitation, training manuals, guidebooks, training methods, training tools, texts, products, books, videos, photos, images, information, plans, designs, templates, processes, methodologies, procedures, software, and other materials together with improvements and modifications thereof as well as any and all trademarks, copyrights, trade names, domain names, trade secrets, patents, goodwill, database rights and any other intellectual property rights.

8.1. Use of Intellectual Property. Both during the Term of this Agreement and thereafter, Contractor agrees to treat the Intellectual Property as the sole property of CSURA and as confidential, if applicable, and shall not use, reproduce, adapt, distribute, display, perform or publish any Intellectual Property or prepare derivative works of any Intellectual Property or permit or allow a third party to use, reproduce, distribute, display, perform or publish any Intellectual Property or prepare derivative works or any Intellectual Property unless it is directly related to the performance of the Services and is first approved by CSURA or as otherwise expressly approved by CSURA. Contractor shall have no other rights to the Intellectual Property and CSURA reserves all other rights. Contractor shall immediately return all Intellectual Property and Confidential Information upon the earlier of the termination or expiration of this Agreement.

8.2. Ownership of Developments and Intellectual Property. Contractor acknowledges and agrees that all developments and proprietary information and all other product, output, derivative works, and materials generated in connection with or otherwise resulting from performance of the Services and all other past and future services for which Contractor has been retained by CSURA (together, the “**Developments**”) will become the sole and exclusive property of CSURA and Contractor hereby assigns absolutely with full title guarantee to CSURA by way of present and future assignment Contractor’s entire right, title and interest in and to all Intellectual Property Rights in all Developments and proprietary information. Contractor covenants, represents and warrants not to use any intellectual property rights of any third party in the performance of Services or development of Developments.

Contractor agrees to sign any documents necessary to perfect or record any and all documents deemed necessary by CSURA to protect, maintain, preserve and enjoy the full right, title and interest to all Developments and proprietary information. Such documents shall be prepared at CSURA’s expense.

Contractor shall deliver to CSURA at CSURA’s request all originals and copies of materials and Developments and/or Intellectual Property covered under this Section 8.

Contractor hereby irrevocably and unconditionally waives all moral rights whatsoever to which it may now or at any time in the future be entitled under the Copyright, Designs and Patents Act 1988 as amended from time to time and under all similar legislation from time to time in force throughout the world in and in connection with the Developments and it declares that this waiver shall be with full title guarantee for the benefit of CSURA, its assignees, its licensees and its successors in business and the Contractor warrants that all other moral rights in the Developments have been similarly waived by the persons entitled to do so.

9. Applicable to Customers. Contractor’s obligations under Sections 7 and 8 shall apply equally to confidential information and intellectual property as defined in Sections 7 and 8, of any customer or client of CSURA for whom Contractor has performed services including past and future services for which Contractor has been retained by CSURA as an independent contractor or employee.

10. Compliance by Employees. Contractor agrees that its employees, subcontractors and agents will abide by the provisions of Sections 7 and 8 as applicable. Further, Contractor agrees that CSURA may also require Contractor’s employees, subcontractors and agents to execute individual confidentiality agreements.

11. Non-solicitation.

11.1. Contractor covenants that during the term of this Agreement, including all extensions, and for a period of two years thereafter it shall not induce or solicit any person or third party who is an employee, subcontractor or consultant of CSURA to terminate its/his/her employment or business relationship with said party and initiate business relationship with the soliciting or inducing party.

11.2. Neither Contractor nor any affiliate of Contractor nor anyone or entity associated with Contractor shall induce or solicit business from nor perform Services for any third party

who was an existing customer or client of CSURA and not a customer or client of Contractor prior to the Effective Date during the term of this Agreement, including all extensions, or for a period of two (2) years thereafter, unless prior written approval is obtained in writing from CSURA.

12. Indemnification. Contractor agrees to indemnify and hold CSURA and its officers, members, managers, agents and employees harmless from and against any and all liabilities, losses, claims, damages, costs and/or expenses incurred by CSURA, its officers, members, managers, agents and employees as a result of negligence or other misconduct or any violation of any representation or warranty by Contractor, its employees, subcontractors or agents in connection with the performance of the Services (including without limitation and feedback, reviews or assessments provided by Contractor or its employees, contractors or agents to and/or about any individual workshop participant) or the actual or alleged breach of this Agreement or any claim that any Developments infringe any copyright, database rights, trademarks, patents, confidential information or any other intellectual property rights or proprietary rights of any third party or any claim that any Developments are otherwise illegal or unlawful.

13. Termination.

13.1. This Agreement may be terminated at any time by written notice from CSURA to Contractor for an alleged or actual breach of this Agreement by Contractor. This Agreement may be terminated by either party during the Term upon not less than sixty (60) days prior written notice to the other party. Except that in the event that the contractor is medically unable to perform her duties under this Agreement, then the (60) day notice of termination will not be required. Upon termination, Contractor will immediately return all Intellectual Property and Confidential Information and equipment or supplies provided by CSURA to Contractor.

13.2. Termination of this Agreement by either party shall not affect the rights and obligations of the parties accrued prior to the effective date of the termination. The rights and duties under Sections 6, 7, 8, 11, 12 and 14 shall further survive the expiration or earlier termination of this Agreement.

14. General.

14.1. Entire Agreement; Headings; Counterparts; Notices. This Agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof and supersedes all previous communications, proposals, representations and agreements, whether oral or written, relating to the subject matter hereof. Section numbers and headings used in this Agreement are for convenience and not to be construed as limitations of the substance of any provisions. This Agreement may be signed in any number of counterparts which, when taken together shall constitute a legal and binding contract.

Any notice hereunder by either party will be given by personal delivery or by sending such notice by certified mail, postage pre-paid, to the other party at its address set forth in this Agreement or at such other address designated by notice in the manner provided in this subsection to the attention of an authorized representative of such party or sent by confirmed facsimile or confirmed e-mail. Notice will be deemed to have been received upon the date of

actual delivery if personally delivered or, in the case of certified mailing, two (2) days after deposit in the mail, or in the case of facsimile or e-mail upon confirmation of transmission by the receiving parties equipment.

14.2. Binding Effect. Contractor acknowledges and agrees that this Agreement will be binding upon Contractor's heirs, executors, administrators, assigns and other legal representatives.

14.3. Assignment. Neither this Agreement, nor any rights or duties arising under it may be assigned by Contractor without CSURA's prior written consent. Contractor acknowledges and agrees that CSURA may assign this Agreement, without the consent of Contractor.

14.4. Severability. Contractor agrees that, should any provisions of this Agreement be determined by a court of competent jurisdiction to violate or contravene any applicable law or policy, such provision will be severed and modified to the extent necessary to comply with the applicable law or policy, and such modified provision and the remainder of the provisions hereof will continue in full force and effect.

14.5. Waiver. Contractor agrees that any delay or omission on the part of CSURA to exercise any right under this Agreement will not operate as a waiver of such right or any other right; and that a waiver of any right of CSURA hereunder on one occasion will not be construed as a bar to or waiver of any right on any future occasion.

14.6. Amendment. This Agreement may be amended in whole or in part only through a written instrument setting forth such changes signed by both parties.

14.7. Governing Law. Contractor acknowledges and agrees that this Agreement will be interpreted under and enforced in accordance with the laws of the State of Colorado, without regard to its conflicts of law rules.

14.8. Jurisdiction; Venue. The parties hereto agree that any action, suit, investigation, inquiry, review, litigation, arbitration, or proceeding (including any civil, criminal, administrative, investigative or appellate proceeding) (collectively, "**Proceeding**") involving or arising out of this Agreement shall be instituted only in the state courts located in El Paso County, Colorado. Each party waives any objection it may have now or hereafter to the laying of the venue of any such Proceeding in state courts in El Paso County, Colorado and irrevocably submits to the jurisdiction of any of the state courts in El Paso County, Colorado in any such Proceeding. The provisions of this Section shall be specifically enforceable against the parties. Process in any Proceeding relating to this Agreement may be served on any party anywhere in the world.

14.9. Remedies. The Contractor acknowledges that determining damages from a breach or alleged breach of this Agreement by Contractor may be difficult and therefore CSURA shall be entitled to injunctive relief in addition to such other remedies that may be available at law or in equity. The prevailing party in any suit to enforce the provisions of this Agreement shall be entitled to reasonable attorneys' fees and costs.

14.10. Scope. If any provision of this Agreement is deemed invalid in whole or in part, it shall be curtailed, whether as to time, geographic area, scope of activity or otherwise as and to the extent required for its validity under applicable law and, as so curtailed, shall be enforceable.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the Effective Date set forth above.

CONTRACTOR:

CLIENT:

COLORADO SPRINGS URBAN RENEWAL
AUTHORITY

Dean Beukema

By: _____
Chair

Address:

2208 West Bijou Street
Colorado Springs, CO 80904
email: ldb4450@yahoo.com

Address:

30 S. Nevada Ave., Suite 604
Colorado Springs, CO 80903
email: reescsura@gmail.com

EXHIBIT A

Services

1. Administrative assistance to the CSURA Director and CSURA Board
 - a. Maintain Urban Renewal Files and monthly meeting minutes
 - b. Provide public information and answer inquiries as appropriate (phone, email, etc.)
 - c. Provide correspondence (notices, letters, emails, etc.) as required
 - d. Maintain office equipment and supplies
 - e. Schedule meetings and take minutes as required by Director & Chairman
 - f. Prepare reports and edit documents and letters from Director and Chairman and distribute
 - g. Obtain signatures and record official URA plans, contracts and documents
 - h. Coordinate with CSURA legal counsel & provide final signed contract documents
 - i. Assist accountant with annual audit and monthly invoices, credit card statements, etc.
 - j. Complete RTA reports for EDC as per Resolution No. 3 using information provided by the Director, Accountants and City of Colorado Springs

2. CSURA Board meeting coordination
 - a. Prepare monthly meeting agenda in coordination with Director
 - b. Schedule meeting time, location and provide public notice as required
 - c. Obtain hard copies of meeting materials to Board members at the meeting (coordinate printing with City Office Services Division)
 - d. Assemble support information and distribute to CSURA Board
 - i. Minutes
 - ii. Financial Reports (prepared by accounting consultant)
 - iii. Contract documents
 - iv. Exhibit items for agenda item presentations
 - e. Coordinate with Board presenters (time, location, equipment required)
 - f. Attend CSURA Board meetings: record meeting and complete minutes and distribute
 - g. Record attendance and contact information from citizens, business owners, guests in attendance
 - h. Obtain signatures for resolutions and contracts - record as required
 - i. Order and coordinate meeting refreshments & supplies

3. Maintain CSURA Website and other Public Information Tools
 - a. Update CSURA website for current information regarding meetings, project status, URA procedures, RFP information in coordination with website manager
 - b. Respond to email inquiries and requests for information
 - c. Post meeting notices, agendas and minutes

Payment

Subject to the terms and conditions of the Agreement, CSURA shall pay Contractor the compensation set forth as follows: Standard rate of \$27/hour. Contractor shall report hours spent in performance of the Services on a monthly basis.