



Memo

To: City Council

CC: Peter Brixius, City Manager

From: Ryan Dennison, Parks & Recreation Director

Date: 11/17/2025

Subject: Entertainment Services for 2026 Whittle the Wood Rendezvous

Background

The Parks and Recreation Department is preparing for the 2026 Whittle the Wood Rendezvous and in need of professional entertainment coordination services. Ensuring high-quality entertainment is an essential component of the overall event experience.

Previous Experience

The City has previously worked with James Williams, who has demonstrated a high degree of professionalism, responsiveness, and cost-effectiveness in providing entertainment coordination services. Mr. Williams has consistently delivered strong results, including efficient scheduling, reliable communication with performers, and the ability to secure entertainment for the event and within budget.

In addition to his work with the City, Mr. Williams has also successfully assisted the Downtown Business Association with entertainment for its events, further demonstrating his capability and familiarity with Craig.

Recommendation

Based on his proven track record, familiarity with the community, and cost-effective service delivery, staff recommend contracting with James Williams to provide entertainment services for the 2026 Whittle the Wood Rendezvous.



CONSULTANT SERVICES CONTRACT

THIS CONTRACT (also referred to herein as Agreement) is entered into as of this ____ day of October 2025, by and between the **City of Craig**, hereinafter referred to as "**CITY**", whose address is 300 W. 4th Street, Craig, Colorado 81625, and **James Williams and Rhema Music & Clothing Co.**, with an address of 219 East Aspen Avenue, Fruita, CO 81521, hereinafter referred to together as "**CONSULTANT**"; both aforementioned entities may sometimes be collectively referred to as the "Parties", or generically and individually as a "Party".

WHEREAS, in consideration of the mutual covenants and obligations herein expressed, it is agreed by and between the parties hereto as follows:

I. SCOPE OF SERVICES

The CONSULTANT agrees to provide consulting services as requested by and in accordance with this Contract, including:

CONSULTANT will act as the booking agent, production manager, stage manager, and master of ceremonies for Whittle the Wood Rendezvous.

Duties will include, but are not limited to the following:

- Researching and booking bands upon receipt of approved budget authorization from the CITY.
- Providing the CITY with a list of quality band lineups including local, state, regional and national acts, and an itemized budget sheet of all anticipated costs related to the event no later than January 30, 2026.
- Submitting a suitable stage schedule to the CITY with times and dates of performances no later than March 13, 2026.
- Ensuring all sound, lighting, and production is scheduled, set up, paid for, and functioning prior to the event.
- Coordinating with artists and production crew to ensure professional quality performances and timely arrivals.
- Acting as Stage Manager for the entirety of the scheduled event.
- The CITY agrees the total budget for all services related to this matter will not exceed \$20,000, which includes entertainment, production, lighting, stage, CONSULTANT fee and lodging accommodation.
- CITY retain two trailers or recreational vehicles (RV's) for the purpose of entertainment. CONSULTANT and CITY will work together if there are additional requests outside of two trailers to find a solution. The CONSULTANT understands the CITY is under no obligation nor financially responsible outside of retaining the two trailers.
- In the event Whittle the Wood Rendezvous is not possible due to public health mandate or any other reason, The CONSULTANT agrees to ensure the band to perform in 2026 shall perform at the rescheduled event as soon as practicable but not later than July 1, 2027 and the fees previously agreed upon for performance will remain the same and the CITY shall not be responsible for any increased fees for future

performance or if that band is unavailable then the CONSULTANT can arrange for another band of like kind and stature to perform no later than July 1, 2027. In the event that said band is not available to perform at a rescheduled event, the CONTRACTOR agrees to refund all monies related to the Deposit(s) for the band and all other Deposit(s) made for purposes facilitating this event within 30 days of the notice that the band would not be available for the rescheduled event. The CONSULTANT shall be solely responsible for any and all Deposit(s) that are non-refundable for the band, sound equipment, lighting, stage, sound equipment, etc. that he contracts for because of this agreement.

- The CITY is not responsible for providing insurance for sound equipment, audio and lights if they are damaged during or stolen during the event.
- It is the responsibility of CONSULTANT to notify bands that this event will take place rain or shine.

II. TIME OF COMMENCEMENT AND COMPLETION OF SERVICES

This contract is for services for Whittle the Wood Rendezvous, an annual event held on June 18-20, 2026. The term of this contract shall commence on the later of November 11, 2025, or the date of Council's approval and shall terminate on June 20, 2026.

Time is of the essence with respect to this Contract. In the event the work is not completed in the times set forth and as agreed upon, the CONSULTANT further agrees to pay Liquidated Damages to the CITY equal to 10% of the Contract price. The CONSULTANT acknowledges and recognizes the delays, expenses and difficulties involved in proving in a legal proceeding the actual losses suffered by the CITY if the work is not completed on time. Accordingly, instead of requiring any such proof, the CITY and the CONSULTANT agree that as Liquidated Damages for delay, but not as a penalty.

III. RESPONSIBILITY

The CONSULTANT shall be responsible for the level of quality, timely completion and coordination of all services rendered by the CONSULTANT, and shall, without additional compensation, promptly remedy and correct any negligent errors, omissions or other deficiencies. In the process of executing all services rendered under this Contract, the CONSULTANT shall meet or exceed industry standards applicable to his profession. Consultant represents and warrants the Services will be performed by qualified personnel in accordance with generally accepted professional standards. CONSULTANT shall promptly re-perform deficient Services at no cost to the CITY.

- A. CONSULTANT shall be required to comply with applicable Federal, State and Local design standards, safety and health laws, regulations, and ordinances. CONSULTANT shall avoid conflicts of interest and comply with applicable EEO/ADA and non-discrimination laws. The CITY does not assume responsibility for monitoring, directing, or ensuring CONSULTANT's compliance with said laws, standards, regulations, and ordinances; such responsibility shall inure to the CONSULTANT, and shall be a duty of the CONSULTANT under this Contract.

IV. COST OF SERVICES

In consideration of the services to be rendered pursuant to this Contract, the CITY agrees to pay the CONSULTANT as set forth above in Section I.

Payment terms will be Net 30 and will only be issued upon submission and approval of invoices documenting all entertainment, production, and contractor expenses. All invoices and documentation must be emailed directly to the Melanie Kilpatrick, Special Events & Project Manager at mkilpatrick@cityofcraig.org All invoices related to entertainment must be submitted and completed before June 20, 2026.

The CONSULTANT shall be solely responsible for ensuring all contracted services, including bands, sound, lighting, stage, production, CONSULTANT FEE and lodging for entertainment are paid from funds received under this agreement. The CONSULTANT shall also be responsible for all tax withholdings and insurance requirements as an independent contractor.

Rhema Music & Clothing Co. logos shall also appear on printed advertisements such as in the Craig Daily Press or social media advertising. All publicity, advertising, promotion, and media contact will be provided by CITY.

The CONSULTANT will not incur any additional expense or debt on behalf of the CITY without written authorization from the CITY.

CONSULTANT's total compensation shall not exceed the amount set out above. Expenses are included unless specifically pre-approved in writing. CONSULTANT shall not be paid for any work beyond this not-to-exceed amount without a duly executed written amendment. The CITY'S obligations are subject to annual appropriation. Nothing herein constitutes a multiple-fiscal year debt or other financial obligation in violation of Article X, §20 of the Colorado Constitution. The CITY may terminate without penalty if funds are not appropriated for any subsequent fiscal year.

V. REPRESENTATIVES

CONSULTANT'S REPRESENTATIVES:

James Williams Owner Rhema Music & Clothing Co.	219 East Aspen Avenue Fruita, CO 81521
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The City of Craig hereby designates the Parks and Recreation Director and City Attorney to function as its representative and authorizes them to make all necessary and proper decisions with reference to this Contract. All requests for contract interpretations, changes, clarifications, or instructions shall be directed to the City Manager and the City Attorney.

CITY's REPRESENTATIVES:

Ryan Dennison, Parks & Recreation Director Heather Cannon, City Attorney	300 W. 4 th Street Craig, CO 81625 970-826-2012 Hcannon@cityofcraig.org	300 W. 4 th Street Craig, CO 81625 970-826-2004 rdennison@cityofcraig.org
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VI. INDEPENDENT CONTRACTOR

The services to be performed by the CONSULTANT are those of an independent contractor and not an employee of the CITY. As an independent contractor, CONSULTANT is not entitled to worker's compensation benefits except as may be provided by the independent contractor nor to unemployment insurance benefits. The CONSULTANT is obligated to pay all federal and state income tax on any moneys paid pursuant to this Contract. Further, an IRS Form 1099 or equivalent shall be furnished to the CONSULTANT by the CITY as proof of earnings for tax purposes.

VII. NON-ASSIGNABILITY

It is understood that the CITY enters into this Contract based upon the capabilities, as well as the agreed-to Fee Schedule of the CONSULTANT, and that this Contract shall be considered as a contract for Consulting and other Professional Services offered by the CONSULTANT or as agreed to by the CITY and CONSULTANT. Accordingly, the CONSULTANT shall neither assign any responsibilities nor delegate any duties arising under this Contract without the prior written consent of the CITY, unless such assignment is set out herein or in the Scope of Work or other document incorporated into this Contract.

VIII. DEFAULT

Each and every term and condition shall be deemed to be a material element of this Contract. In the event either party should fail or refuse to perform according to the terms of this Contract, such party may be declared in default thereof.

IX. TERMINATION OF THIS CONTRACT

CITY may terminate this Contract at any time for its convenience. CONSULTANT shall be paid for work properly completed to the date of termination, as determined by the CITY. Upon completion of work or termination of this Contract, CONSULTANT shall deliver unto the CITY any final reports relating to this Contract and a final invoice for payment.

X. INSURANCE

A. The CONSULTANT agrees to procure and maintain, at its own cost, a policy, or policies of insurance. The CONSULTANT shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to these contract documents by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.

B. CONSULTANT shall procure and maintain and shall cause any subcontractor of the CONSULTANT to procure and maintain, the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to CITY. All coverages shall be continuously maintained from the date of commencement of services hereunder. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

C. Worker's Compensation insurance to cover obligations imposed by the Worker's Compensation Act of Colorado and any other applicable laws for any employee engaged in the performance of work under this Contract, and Employers' Liability insurance with minimum limits of one million dollars (\$1,000,000) each accident, one million dollars (\$1,000,000) disease - policy limit, and one million dollars (\$1,000,000) disease - each employee. Evidence of qualified self-insured status may be substituted for the worker's compensation requirements of this Paragraph.

D. Commercial general liability insurance with minimum combined single limits of one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall contain a severability of interests' provision.

E. Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of one million dollars (\$1,000,000) combined single limit with respect to each of CONSULTANT's owned, hired and non-owned vehicles assigned to or used in performance of the services. The policy shall contain a severability of interests' provision. If the CONSULTANT has no owned automobiles, the requirements set forth herein shall be met by each employee of the CONSULTANT providing services to the CITY under this Contract.

F. The Comprehensive Automobile Liability insurance required above shall be endorsed to include the CITY and the CITY'S officers and employees as additional insureds. Every policy required above shall be primary insurance and any insurance carried by the CITY, its officers, or its employees, shall be excess and not contributory insurance to that provided by CONSULTANT. The additional insured endorsement for the Comprehensive General Liability insurance required above shall not contain any exclusion for bodily injury or property damage arising from completed operations. The CONSULTANT shall be responsible for any deductible losses under any policy required above.

G. CONSULTANT/Contractor Professional Liability insurance with minimum limits of one million dollars (\$1,000,000) each occurrence and one million dollars (\$1,000,000) aggregate and coverage in place through the completion of the Contract and 3 years after completion.

H. Certificates of insurance shall be completed by the CONSULTANT's insurance agent as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be reviewed and approved by the CITY prior to commencement of services under this Contract. Each certificate shall identify this Contract and shall provide that the coverages afforded under the policies shall not be canceled, terminated or materially changed until at least 30 days prior written notice has been given to the CITY. Any statement on the certificates which describe this 30-day prior written notice as being less than obligatory shall be stricken by the insurance agent completing the certificates. The CITY reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

I. Failure on the part of the CONSULTANT to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of contract upon which the CITY may immediately terminate this Contract, or at its discretion CITY may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the CITY shall be repaid by CONSULTANT to the CITY upon demand, or the CITY may offset the cost of the premiums against any monies due to CONSULTANT from the CITY. The CITY reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

J. The Parties hereto understand and agree that the CITY is relying on and does not waive or intend to waive by any provision of this Contract, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, (C.R.S. § 24-10-101 et seq.), as from time to time amended, or otherwise available to the CITY.

K. The CITY shall be named as an Additional Insured on any insurance policy required by this Contract with a waiver of subrogation in favor of the CITY.

XI. INDEMNIFICATION

To the fullest extent permitted by law, the CONSULTANT agrees to indemnify and hold harmless the CITY, its officers and its employees, from and against all liability, claims, and demands, on account of injury, loss, or damage, including, without limitation, those associated with intellectual property and/or data security, which arise out of or are in any manner connected with the services hereunder, if such injury, loss, or damage, or any portion thereof, is caused by, or claimed to be caused by, the negligent act, errors or omissions, or other

fault of the CONSULTANT or any subcontractor of the CONSULTANT, or any officer, employee, representative, or agent of the CONSULTANT or of any subcontractor, or any other person for which CONSULTANT is responsible. The CONSULTANT shall investigate, handle, respond to, and provide defense for and defend against any such liability, claims and demands, and bear all other costs and expenses related thereto, including court costs and attorney fees. The obligation of this Paragraph XII shall not be construed to extend to any injury, loss, or damage which is caused by the negligent act, error, or omission, or other fault of the CITY, its officers, or its employees.

XII. INTEGRATION & SEVERABILITY

A. Except to the extent of the Proposal referenced herein, this Contract constitutes the final agreement between the Parties. It is the complete and exclusive expression of the Parties' agreement on the matters contained in this Contract. All prior and contemporaneous negotiations and agreements between the Parties on the matters contained in this Contract are expressly merged into and superseded by this Contract. The provisions of this Contract may not be explained, supplemented, or qualified through evidence of trade usage or a prior course of dealings. In entering into this Contract, neither party has relied upon any statement, representation, warranty, or agreement of the other party except for those expressly contained in this Contract. There are no conditions precedent to the effectiveness of this Contract other than those expressly stated in this Contract.

B. If any provision of this Contract is held invalid, illegal or unenforceable, the Parties shall negotiate in good faith so as to replace each invalid, illegal or unenforceable provision with a valid, legal and enforceable provision which will, in effect, from an economic viewpoint, most nearly and fairly approach the effect of the invalid, illegal or unenforceable provision and the intent of the Parties in entering into this Contract.

XIII. THE FOLLOWING PROVISIONS ARE REQUIRED BY HB 06-1343, AS AMENDED BY HB 07-1073 and SB 08-139:

A. CONSULTANT shall not knowingly employ or contract with an illegal alien to perform work under this Contract.

B. CONSULTANT shall not enter into a contract with a Subcontractor that fails to certify to the CONSULTANT that the Subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract. CONSULTANT shall, within twenty (20) days of hiring a new employee during the term of this Contract, cause a written, notarized copy of its affirmation of said employee's status to be sent to the Owner.

C. CONSULTANT hereby affirms that it has confirmed or attempted to confirm the employment eligibility of all employees who are newly hired for employment in the United States through participation in the e-verify program, ("e-verify program" means the employment verification program authorized in 8 U.S.C. 1324a, as amended, that is administered by the United States Department of Homeland Security, or the "department program"). If the CONSULTANT is not accepted into the e-verify program, prior to entering into this Contract, the CONSULTANT shall apply to participate in the e-verify program every three (3) months until the CONSULTANT is accepted or this Contract has been completed, whichever is earlier. CONSULTANT is prohibited from using the e-verify program procedures to undertake preemployment screening of job applicants while this Contract is being performed. This subparagraph "C" shall not be effective if the e-verify program is discontinued.

D. If the CONSULTANT obtains actual knowledge that a Subcontractor performing work under this Contract knowingly employs or contracts with an illegal alien, the CONSULTANT shall be required to: (a) notify the Subcontractor and the CITY within three (3) days that the CONSULTANT has actual knowledge that the Subcontractor is employing or contracting with an illegal alien; and (b) terminate the subcontract with the

Subcontractor if within three (3) days of receiving the notice required pursuant to section (a) of this subparagraph, if the Subcontractor does not stop employing or contracting with the illegal alien; except that the CONSULTANT shall not terminate the contract with the Subcontractor if during such three (3) days the Subcontractor provides information to establish that the Subcontractor has not knowingly employed or contracted with an illegal alien.

E. CONSULTANT shall comply with any reasonable request by the applicable State agency or department made in the course of an investigation that said agency or department is undertaking pursuant to its lawful authority. If CONSULTANT violates a provision of this Section XIV, CITY may terminate this Contract for material breach. If this Contract is so terminated, CONSULTANT shall be liable for actual and consequential damages to CITY. CITY is required by State law to notify the Office of the Secretary of State if CONSULTANT violates a provision of this Section XIV, and CITY terminates this Contract for that reason.

XIV. GOVERNING LAW AND VENUE

This Contract shall be governed by, and construed in accordance with, the laws of the State of Colorado, without regard to its conflict of law principles. Any legal action or proceeding arising under this Contract shall be brought exclusively in the state courts located in Moffat County, Colorado, and each Party hereby consents to the personal jurisdiction and venue of such courts.

XV. CONFIDENTIALITY

CONSULTANT acknowledges that, in the course of providing services under this Contract, it may receive or have access to non-public, proprietary, or confidential information of the CITY ("Confidential Information").

XVI. OWNERSHIP OF WORK PRODUCT

All reports, data, documents, deliverables, and other work product prepared or developed by CONSULTANT in connection with the services under this Contract ("Work Product") shall be deemed works made for hire and shall be the sole property of the CITY. CONSULTANT shall retain no ownership, rights, or interests in the Work Product and shall promptly deliver all copies to the CITY upon completion or termination of this Contract. CONSULTANT assigns all rights therein to the CITY. CONSULTANT retains its pre-existing intellectual property, but grants the CITY a perpetual, royalty-free license to any deliverables. Consultant may retain copies solely for its internal records, provided such copies are not used for any commercial purpose or disclosed to third parties.

XVII. FORCE MAJEURE

Neither Party shall be liable for any delay or failure to perform its obligations under this Contract if such delay or failure is caused by events beyond its reasonable control, including but not limited to acts of God, natural disasters, labor disputes, governmental actions, epidemics, or supply chain interruptions. The affected Party shall promptly notify the other Party in writing of the cause and expected duration of such delay. Performance shall be extended for a period equal to the delay, provided that if the delay exceeds sixty (60) days, either Party may terminate this Contract upon written notice.

XVIII. NOTICES

All notices, requests, demands, and other communications under this Contract shall be in writing and shall be deemed duly given (a) when delivered in person, (b) when sent by certified or registered mail, postage prepaid, return receipt requested, (c) when sent by nationally recognized overnight courier service, or (d) when sent by confirmed email, provided that a copy is also sent by one of the other methods listed above. Notices shall be addressed to the Parties at their addresses set forth in this Contract, or to such other address as either Party may designate in writing.

XIX. MISCELLANEOUS PROVISIONS

- A. Each Party hereto agrees to cooperate in all reasonable respects necessary to consummate the transactions contemplated by this Contract, and from time to time to do such acts and things and execute and deliver such documents and instruments as may reasonably be required in order to implement the transactions contemplated hereby.
- B. Each Party hereto agrees to cooperate in the execution of subsequent addenda, or to re-execute an amended version of this Contract, in the event that a Party discovers: 1) a clerical error; or 2) a misinterpretation of law; or 3) an error as to form; when such error(s) obviate or hinder the consideration, performance or enforcement of this Contract.
- C. All notices required under this Contract shall be in writing and delivered by certified mail, courier, or electronic mail to the addresses stated herein, effective upon confirmed receipt.
- D. The CITY'S liability under this Contract shall not exceed amounts appropriated and unpaid under this Contract. The CITY shall not be liable for consequential, incidental, or punitive damages.
- E. Venue for any dispute under this Contract or otherwise between the parties shall exclusively be in Moffat County in and for the 14th Judicial District, State of Colorado, and the parties specifically waive any right to venue or jurisdiction in any federal district court.
- F. If there is any conflict between this Contract and anything contained in any other agreement, response to request for proposal, **Proposal**, contract, paper, writing, document or otherwise, this Contract will control.

EXECUTED AND EFFECTIVE as set forth the above.

CITY OF CRAIG

Peter Brixius, City Manager

CONSULTANT

James Williams

Signature

James Williams

Print Name *(Individually and on behalf of Rheema Music & Clothing Co)*

Owner

Title