AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Termination of Agreement; Clear Channel Airports/I

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Gunnison County and In-Ter-Space Services, Inc.

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:

On December 31, 2017 Clear Channel Airports will not be continuing their Agreement for the advertising in the Terminal, it will be transitioned to the Gunnison Crested Butte Regional Airport.

Fiscal Impact:

Submitted by: Stephanie Williams **Submitter's Email Address:** swilliams@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:
No concerns, ln

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 12/29/2017

County Attorney Review: (●) Required ( ) Not Required

Comments:
ok db 12/29/17

Reveiwed by: GUNCOUNTY1\dBaumgarten Discharge Date: 12/29/2017 Certificate of Insurance Required Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\jost Discharge Date: 12/29/2017

(●) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted: 0

Agenda Date: 1/2/2018

Revised April 2015

Clear Channel Airports

October 5, 2017

VIA FEDEX DELIVERY METHOD

Rick Lamport
Airport Manager
Gunnison Crested Butte Regional Airport
519 Rio Grande Avenue
Gunnison, CO 81230
(970) 642-7388
rlamport@gunnisoncounty.org

RE: Termination of Agreement between the Board of County Commissioners of Gunnison County ("County") and In-Ter-Space Services, Inc. , dated June 1, 2006 (the "Agreement")

Dear Mr. Lamport:

This letter serves as notification that CCA will not be continuing our Agreement and will be transitioning the advertising concession at the Gunnison Crested Butte Regional Airport ("Airport") over to the County effective December 31, 2017 (the "Termination Date").

Upon the Termination Date, the Agreement shall terminate and title to all permanent and non-permanent improvements, including all advertising displays, frames, contrivances, equipment, trade fixtures, and materials located at the airport shall vest in the County.

Effective as of the Termination Date, County agrees to assume all risks of loss for the permanent improvements and non-permanent improvements released by CCA. County accepts all improvements as is, where-is and with all faults, known and unknown.

Upon the Termination Date, County agrees to release CCA and hold CCA harmless relating to any obligations, claims, damages or liabilities arising from the Agreement with respect to all permanent improvements and non-permanent improvements, which occur after the Termination Date.

All outstanding client contracts for advertising shall terminate as of the Termination Date. CCA shall issue a final billing and reconciliation to all existing advertising accounts. County or its designee shall be responsible for all future advertiser billings. Prior to the Termination Date, CCA will inform its clients of the transition in writing.

CCA will provide advertiser contact information to County and will be available to answer questions regarding the program currently in place.

Clear Channel Airports

If this is your understanding of your agreement and you intend to be legally bound hereby as we do, please so indicate by signing in the space below and return it to my attention. Thank you for your partnership over the past several years. We wish you the best of luck with the transition, as well as all future endeavors.

Best regards,

Morten Gotterup
President
Clear Channel Airports

Accepted and Agreed: Board of County Commissioners of Gunnison County, Colorado

_____
Authorized Signatory

_____
Title

_____
Date

Clear Channel Airports
7450 Tilghman Street, Suite 104 Allentown, PA 18106
Call 610.395.8002 / Fax 610.395.4450 / Visit ClearChannelAirports.com / Follow @CCOutdoor