

**Agenda for the  
Regular Meeting of the  
Englewood City Council  
Monday, March 17, 2014  
7:30 pm**

Englewood Civic Center – Council Chambers  
1000 Englewood Parkway  
Englewood, CO 80110

1. Call to Order.
2. Invocation.
3. Pledge of Allegiance.
4. Roll Call.
5. Consideration of Minutes of Previous Session.
  - a. Minutes from the Regular City Council Meeting of March 3, 2014.
6. Recognition of Scheduled Public Comment. (This is an opportunity for the public to address City Council. Council may ask questions for clarification, but there will not be any dialogue. Please limit your presentation to five minutes.
  - a. City Council will recognize the Englewood nominees for the 2014 Arapahoe County Mayors and Commissioners Youth Awards:
    - i. Andrew Abalos, an 8<sup>th</sup> Grader at Englewood Middle School
    - ii. Damon Abeyta, a 12<sup>th</sup> Grader at Colorado's Finest Alternative High School
    - iii. Jihad Al-Yasiry, an 8<sup>th</sup> Grader at Englewood Middle School
    - iv. Taylor Blackburn, an 8<sup>th</sup> Grader at Englewood Middle School
    - v. Auzurai Hubbard, an 8<sup>th</sup> Grader at Englewood Middle School
    - vi. Maria Johnsen, a 12<sup>th</sup> Grader at Colorado's Finest Alternative High School
    - vii. Javier Lopez, a 12<sup>th</sup> Grader at Colorado's Finest Alternative High School
    - viii. Kaitlynn McCormack, a 12<sup>th</sup> Grader at Colorado's Finest Alternative High School
    - ix. Tim McCrory, a 12<sup>th</sup> Grader at Colorado's Finest Alternative High School
    - x. Shawn Michaelis, a 12<sup>th</sup> Grader at Colorado's Finest Alternative High School
    - xi. Isabel Montanez, an 8<sup>th</sup> Grader at Englewood Leadership Academy
    - xii. Katie O'Brien, a 12<sup>th</sup> Grader at Colorado's Finest Alternative High School
    - xiii. Erin Peterson, an 8<sup>th</sup> Grader at Englewood Middle School
    - xiv. Ivy Ryan, a 12<sup>th</sup> Grader at Englewood High School

Please note: If you have a disability and need auxiliary aids or services, please notify the City of Englewood (303-762-2405) at least 48 hours in advance of when services are needed.

7. Recognition of Unscheduled Public Comment. (This is an opportunity for the public to address City Council. Council may ask questions for clarification, but there will not be any dialogue. Please limit your presentation to three minutes. Time for unscheduled public comment may be limited to 45 minutes, and if limited, shall be continued to General Discussion.)

Council Response to Public Comment.

8. Communications, Proclamations, and Appointments.

9. Consent Agenda Items

- a. Approval of Ordinances on First Reading.

- i. Council Bill No. 15 – Recommendation from the Police Department to adopt a bill for an ordinance approving a memorandum of understanding with the Colorado Electronic Crimes Task Force. **Staff Source: Jeff Sanchez, Deputy Chief of Police.**
- ii. Council Bill No. 16 – Recommendation from the Police Department to adopt a bill for an ordinance approving a memorandum of understanding with Homeland Security Investigations and Immigration and Customs Enforcement regarding our participation in joint operations and task forces. **Staff Source: Jeff Sanchez, Deputy Chief of Police.**
- iii. Council Bill No. 17 – Recommendation from the Police Department to adopt a bill for an ordinance authorizing the application for, and acceptance of, a grant through the Urban Areas Security Initiative/North Central Region programs. **Staff Source: Jeff Sanchez, Deputy Chief of Police.**
- iv. Council Bill No. 18 – Recommendation from the Police Department to adopt a bill for an ordinance authorizing acceptance of a Colorado Internet Crimes Against Children Task Force grant in the amount of \$6,200. **Staff Source: Jeff Sanchez, Deputy Chief of Police.**

- b. Approval of Ordinances on Second Reading.

- i. Council Bill No. 11, authorizing an Intergovernmental Agreement with the Regional Transportation District for cost sharing for operation of the “Art” shuttle for 2014.
- ii. Council Bill No. 12, approving a memorandum of understanding with the Colorado Internet Crimes Against Children Task Force.
- iii. Council Bill No. 13, approving an Intergovernmental Agreement with Denver Regional Council of Governments regarding the licensing of the 2014 Denver Regional Aerial Photography Project.

- c. Resolutions and Motions.
  - i. Recommendation from the Community Development to approve, by motion, an agreement between the City of Englewood and MV Public Transportation, Inc. for 2014 management, operation, and maintenance of the art shuttle. The contract amount is \$268,729.20. **Staff Source: Harold J. Stitt, Senior Planner.**
  - ii. Recommendation from the Public Works Department to approve, by motion, an extension of the 2012 Concrete Utility construction contract with NORAA Concrete Construction for Concrete Utility 2014, in the amount of \$420,240.45. **Staff Source: Dave Henderson, Deputy Public Works Director and Larry Nimmo, Field Operations Administrator.**
  
- 10. Public Hearing Items. (None Scheduled.)
  
- 11. Ordinances, Resolutions and Motions
  - a. Approval of Ordinances on First Reading.
  - b. Approval of Ordinances on Second Reading.
    - i. Council Bill No. 60, as amended, authorizing amendments to Title 16: Unified Development Code regarding Home Occupations.
    - ii. Council Bill No. 14, an emergency ordinance creating a moratorium on the establishment of any new medical marijuana business which manufactures or cultivates medical marijuana.
  - c. Resolutions and Motions.
  
- 12. General Discussion.
  - a. Mayor's Choice.
  - b. Council Members' Choice.
  
- 13. City Manager's Report.
  
- 14. City Attorney's Report.
  
- 15. Adjournment.

## COUNCIL COMMUNICATION

<b>Date:</b> March 17, 2014	<b>Agenda Item:</b> 9 a i	<b>Subject:</b> Intergovernmental Agreement - Electronic Crimes Task Force
<b>Initiated By:</b> Police Department		<b>Staff Source:</b> Deputy Chief Jeff Sanchez

### COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

N/A

### RECOMMENDED ACTION

The Police Department is recommending that City Council adopt a Bill for an Ordinance authorizing the Mayor to sign a Memorandum of Understanding with the United States Secret Service regarding our participation on the Colorado Electronic Crimes Task Force (ECTF).

### BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

The U.S. Secret Service was mandated to establish a nationwide network of Electronic Crimes Task Forces (ECTFs). The concept of the ECTF network is to bring together not only federal, state and local law enforcement, but also prosecutors, private industry and academia. The common purpose is the prevention, detection, mitigation and aggressive investigation of attacks on the nation's financial and critical infrastructures.

The Secret Service's ECTF and Electronic Crimes Working Group initiatives prioritize investigative cases that involve electronic crimes. These initiatives provide necessary support and resources to field investigations that meet any one of the following criteria: significant economic or community impact; participation of organized criminal groups involving multiple districts or transnational organizations; and the use of schemes involving new technology.

### FINANCIAL IMPACT

There would be no financial cost to the Police Department. Any overtime would be reimbursed by the Secret Service.

In addition, we would be eligible to share in asset forfeitures on a case-by-case basis.

### LIST OF ATTACHMENTS

Bill for an Ordinance

BY AUTHORITY

ORDINANCE NO. \_\_\_\_\_  
SERIES OF 2014

COUNCIL BILL NO. 15  
INTRODUCED BY COUNCIL  
MEMBER \_\_\_\_\_

A BILL FOR

AN ORDINANCE AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT ENTITLED "MEMORANDUM OF UNDERSTANDING" BETWEEN THE UNITED STATES SECRET SERVICE AND THE CITY OF ENGLEWOOD, COLORADO PERTAINING TO COLORADO ELECTRONIC CRIMES TASK FORCE.

WHEREAS, the U.S. Secret Service was mandated to establish a nationwide network of Electronic Crimes Task Forces (ECTFs); and

WHEREAS, the Electronic Crimes Task Force (ECTF) network is to bring together not only federal, state and local law enforcement, but also prosecutors, private industry and academia for the purpose of prevention, detection, mitigation and aggressive investigation of attacks on the nation's financial and critical infrastructures; and

WHEREAS, the U. S. Secret Service's ECTF and Electronic Crimes Working Group initiatives prioritize investigative cases that involve electronic crimes; and

WHEREAS, these initiatives provide necessary support and resources to field investigations which meet the following criteria: significant economic or community impact; participation of organized criminal groups involving multiple districts or transnational organizations; and the use of schemes involving new technology; and

WHEREAS, the MOU is established pursuant to provisions of the Treasury Forfeiture Fund Act of 1992, 31 USC 9703, as amended; which established the Department of the Treasury Forfeiture Fund and authorized the payment of certain overtime expenditures, travel, fuel, training, equipment and other similar costs of State and Local Law enforcement officers, that are involved in joint operations, with a Department of the Treasury law enforcement organization, as prescribed in 31 USC 9703 (a) (I) (hereinafter "overtime costs and other expenses"); and

WHEREAS, the Englewood Police Department will assign Englewood officer(s) to the Task Force to assist the U.S. Secret Service's Colorado Electronic Crimes Task Force in conducting official investigations, and Englewood will remain responsible for establishing the salary and benefits, including overtime of the officer(s) assigned to the Task Force and making all payments due to the assigned officer(s); and

WHEREAS, Englewood will submit all reimbursement hours of overtime costs and all other expenses of the assigned Englewood officer(s) to the U.S. Secret Service Task Force for reimbursement; and

WHEREAS, federal funds are being used for this project.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ENGLEWOOD, COLORADO, AS FOLLOWS:

Section 1. The City Council of the City of Englewood, Colorado hereby authorizes the Memorandum of Understanding Between the United States Secret Service and the City of Englewood, Colorado pertaining to Englewood's participation in the Colorado Electronic Crimes Task Force (ECTF) and reimbursement to the City by the ECTF, attached hereto as "Exhibit A".

Section 2. The Mayor is hereby authorized to sign said Agreement for and on behalf of the City of Englewood, Colorado.

Introduced, read in full, and passed on first reading on the 17<sup>th</sup> day of March, 2014.

Published by Title as a Bill for an Ordinance in the City's official newspaper on the 21<sup>st</sup> day of March, 2014.

Published as a Bill for an Ordinance on the City's official website beginning on the 19<sup>th</sup> day of March, 2014 for thirty (30) days.

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Randy P. Penn, Mayor

ATTEST:

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Loucrishia A. Ellis, City Clerk

I, Loucrishia A. Ellis, City Clerk of the City of Englewood, Colorado, hereby certify that the above and foregoing is a true copy of a Bill for an Ordinance, introduced, read in full, and passed on first reading on the 17th day of March, 2014.

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Loucrishia A. Ellis

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE Englewood Police Department  
AND  
THE UNITED STATES SECRET SERVICE**

The Englewood Police Department and the United States Secret Service (USSS) enter into this memorandum of understanding (MOU), which becomes effective with the signatures of both parties and remains in effect until terminated by the mutual agreement of the Englewood Police Department and the USSS or upon 30 day written notice by either party to this agreement.

**I. AUTHORITY**

This MOU is established pursuant to provisions of the Treasury Forfeiture Fund Act of 1992, 31 USC 9703, as amended. This act established the Department of the Treasury Forfeiture Fund and authorized the payment of certain overtime expenditures, travel, fuel, training, equipment and other similar costs of State and Local law enforcement officers, that are involved in joint operations, with a Department of the Treasury law enforcement organization, as prescribed in 31 USC 9703 (a)(1)(I)(hereinafter "overtime costs and other expenses").

**II. PURPOSE**

This MOU establishes the procedures and responsibilities of both the Englewood Police Department and the USSS for the reimbursement of certain overtime costs and other expenses pursuant to 31 USC 9703.

**III. CONDITIONS AND PROCEDURES**

**The parties agree to the following conditions:**

- (a) The Englewood Police Department may request reimbursement of payment of overtime costs and other expenses directly related to work performed by its officer(s) assigned to assist the U.S. Secret Service's Colorado Electronic Crimes Task Force in conducting official investigations. The Englewood Police Department will submit all requests for reimbursement payments, together with appropriate documentation, to the U.S. Secret Service's Colorado Electronic Crimes Task Force Supervisor. Request for reimbursement will be based solely upon overtime worked and other expenses performed on behalf of the U.S. Secret Service's Colorado Electronic Crimes Task Force.
- (b) All reimbursement hours of overtime costs and all other expenses covered under this MOU must be approved and certified by the U.S. Secret Service Task Force supervisor. The reimbursable overtime payments will be based upon the actual

hourly overtime rate, exclusive of matching employer contributions for any taxes or benefits.

- (c) The U.S. Secret Service Task Force supervisor will forward all approved reimbursement requests through the Special Agent in Charge (SAIC) Criminal Investigative Division, Office of Investigations, to the Treasury Forfeiture Fund's payment agent, the U.S. Customs National Finance Center (NFC).
- (d) During the period of assignment to the Colorado Electronic Crimes Task Force, the Englewood Police Department will remain responsible for establishing the salary and benefits, including overtime of the officer(s) assigned to the Task Force and making all payments due them. Reimbursement under this MOU is contingent upon the availability of mandatory funds allocated to the U.S. Secret Service through the Department of the Treasury Forfeiture fund.
- (e) The Englewood Police Department shall permit and have readily available for examination and auditing by the U.S. Secret Service, the Department of Treasury, the Comptroller of the United States, and any of their duly authorized agents and representatives, any and all records, documents, accounts, invoices, receipts or expenditures relating to this agreement. They shall maintain all such records and reports until all audits and examinations are completed and resolved, or for a period of three (3) years, which ever is sooner.
- (f) Payments may be made to the extent they are included in the U.S. Secret Service Fiscal Year Plan and the monies are available within the Department of Treasury Forfeiture Fund to satisfy the request(s) for reimbursable expenses. It should also be understood that the total amount(s) made available to the U.S. Secret Service through the Department of the Treasury Forfeiture Fund, for reimbursement to the Englewood Police Department, could change at any time.
- (g) Pursuant to the Treasury Executive Office for Asset Forfeiture (TEOAF) directive number 18, the maximum reimbursement entitlement for overtime costs to any one law enforcement official cannot exceed fifteen-thousand (\$15,000.00) dollars during the fiscal year.
- (h) This document does not obligate funds. Funding authority will be provided through other documents.

- (i) The Englewood Police Department shall provide the U.S. Secret Service within 10 days of the signing of this MOU, with their agency's mailing address, contact name, telephone number and tax identification number. Further, this agency must provide the name, account number and ABA routing number of the financial institution where the (Name of Law Enforcement Agency) wants the Electronic Funds transfer (EFT) payment deposited for the reimbursement of overtime salary costs. Failure to provide this information within the prescribed period of time will nullify this MOU agreement.

#### IV. REVISIONS

The terms of this MOU may be amended upon the written approval of both the (Name of Law Enforcement Agency) and the U.S. Secret Service. Such amendment is effective upon the date of approval.

U.S. Secret Service  
Denver Field Office

Englewood Police Department

\_\_\_\_\_  
SAIC Bruce Ward

\_\_\_\_\_  
Mayor Randy Penn

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
SAIC Edward Lowery  
U.S. Secret Service, Office of Investigations  
Criminal Investigative Division

Date: \_\_\_\_\_

## COUNCIL COMMUNICATION

<b>Date:</b> March 17, 2014	<b>Agenda Item:</b> 9 a ii	<b>Subject:</b> Intergovernmental Agreement – Immigration and Customs Enforcement (ICE)
<b>Initiated By:</b> Police Department	<b>Staff Source:</b> Deputy Chief Jeff Sanchez	

### COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

N/A

### RECOMMENDED ACTION

The Police Department is recommending that City Council adopt a Bill for an Ordinance authorizing the Mayor to sign a Memorandum of Understanding with Homeland Security Investigations (HSI) and Immigration and Customs Enforcement (ICE) regarding our participation in joint operations and task forces.

### BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

This agreement is established pursuant to the provisions of 31 U.S.C. 9703, the Treasury Forfeiture Fund Act of 1992, which provides for the reimbursement of certain expenses incurred by local, county, and state law enforcement agencies as participants of joint operations/task forces with a federal agency participating in the Treasury Forfeiture Fund.

The Englewood Police Department will participate as needed on joint operations and investigations that have a nexus to the City of Englewood.

### FINANCIAL IMPACT

There would be no financial cost to the Police Department. Any overtime would be eligible for reimbursement by the Treasury Forfeiture Fund.

In addition, we would be eligible to share in asset forfeitures on a case-by-case basis.

### LIST OF ATTACHMENTS

Bill for an Ordinance

BY AUTHORITY

ORDINANCE NO. \_\_\_\_\_  
SERIES OF 2014

COUNCIL BILL NO. 16  
INTRODUCED BY COUNCIL  
MEMBER \_\_\_\_\_

A BILL FOR

AN ORDINANCE AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE UNITED STATES IMMIGRATION AND CUSTOMS ENFORCEMENT AND HOMELAND SECURITY INVESTIGATIONS AND THE CITY OF ENGLEWOOD, COLORADO PERTAINING TO IMMIGRATION AND CUSTOMS ENFORCEMENT.

WHEREAS, the agreement is established pursuant to the provisions of 31 U.S.C. 9703, the Treasury Forfeiture Fund Act of 1992, which provides for the reimbursement of certain expenses incurred by local, county, and state law enforcement agencies as participants of joint operations/task forces with a federal agency participating in the Treasury Forfeiture Fund; and

WHEREAS, the agreement with Homeland Security Investigations (HSI) and Immigration and Customs Enforcement (ICE) establishes the City of Englewood Police Department participation as needed on joint operations and investigations that have a nexus to the City of Englewood; and

WHEREAS, the Englewood Police Department will assign Englewood officer(s) to the Homeland Security Investigations or joint operations and

WHEREAS, Englewood will remain responsible, as the employer of the officers assigned to the investigation, for payment of overtime salaries and related benefits (tax withholdings, insurance coverage, etc.) and all other requirements under the law, regulation, ordinance, or contract, regardless of the reimbursable overtime charges incurred; and

WHEREAS, the Treasury Forfeiture Fund will reimburse overtime salaries only; and

WHEREAS, Englewood will submit a Englewood Request for Reimbursement of Joint Operations Expenses for reimbursement for all reimbursement hours of overtime costs and all other expenses of the assigned Englewood officer(s) to the Treasury Forfeiture Fund for reimbursement; and

WHEREAS, federal funds are being used for this project.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ENGLEWOOD, COLORADO, AS FOLLOWS:

Section 1. The City Council of the City of Englewood, Colorado hereby authorizes the Agreement between the U.S. Immigration and Customs Enforcement and the City of Englewood, Colorado pertaining to Englewood's participation in the Homeland Security Investigations (HSI),

Immigration and Customs Enforcement (ICE), joint operations/task forces, attached hereto as “Exhibit A”.

Section 2. The Mayor is hereby authorized to sign said Agreement for and on behalf of the City of Englewood, Colorado.

Introduced, read in full, and passed on first reading on the 17<sup>th</sup> day of March, 2014.

Published by Title as a Bill for an Ordinance in the City’s official newspaper on the 21<sup>st</sup> day of March, 2014.

Published as a Bill for an Ordinance on the City’s official website beginning on the 19<sup>th</sup> day of March, 2014 for thirty (30) days.

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Randy P. Penn, Mayor

ATTEST:

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Loucrishia A. Ellis, City Clerk

I, Loucrishia A. Ellis, City Clerk of the City of Englewood, Colorado, hereby certify that the above and foregoing is a true copy of a Bill for an Ordinance, introduced, read in full, and passed on first reading on the 17<sup>th</sup> day of March, 2014.

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Loucrishia A. Ellis

**MEMORANDUM OF UNDERSTANDING (MOU)  
BETWEEN  
IMMIGRATION AND CUSTOMS ENFORCEMENT  
AND  
LOCAL, COUNTY, OR STATE LAW ENFORCEMENT AGENCY  
FOR THE REIMBURSEMENT OF JOINT OPERATIONS EXPENSES FROM  
THE TREASURY FORFEITURE FUND**

This Memorandum of Understanding (hereafter, "agreement") is entered into by the Englewood Police Department (NCIC CODE CODPD0000) and Homeland Security Investigations (HSI), Immigration and Customs Enforcement (ICE), for the purpose of reimbursing costs incurred by the Englewood Police Department in providing resources to joint operations/task forces.

Payments may be made to the extent that they are included in the ICE Fiscal Year Plan and the funding is available in the Treasury Forfeiture Fund to satisfy request(s) for the reimbursement of overtime and other law enforcement expenses related to joint operations.

**I. LIFE OF THIS AGREEMENT**

This agreement becomes effective on the date it is signed by both parties and will remain in force unless explicitly terminated, in writing, by either party.

**II. AUTHORITY**

This agreement is established pursuant to the provisions of 31 U.S.C. 9703, the Treasury Forfeiture Fund Act of 1992, which provides for the reimbursement of certain expenses incurred by local, county, and state law enforcement agencies as participants of joint operations/task forces with a federal agency participating in the Treasury Forfeiture Fund.

**III. PURPOSE OF THIS AGREEMENT**

This agreement establishes the responsibilities of both parties and the procedures for the reimbursement of certain overtime expenses and other law enforcement expenses pursuant to 31 U.S.C. 9703.

**IV. APPLICABILITY OF THIS AGREEMENT**

This agreement is valid for all joint investigations led by HSI with the participation of the Englewood Police Department and until terminated, in writing, by either party.

**V. TERMS, CONDITIONS, AND PROCEDURES**

**A. Assignment of Officers**

To the maximum extent possible, the Englewood Police Department shall assign dedicated officers to HSI investigations or joint operations. The Englewood Police Department shall provide HSI with the names, titles, last four digits of SSNs, badge or ID numbers, and hourly overtime wages of the officers assigned to the joint operation.

## B. Submission of Requests for Reimbursement and Supporting Documentation

1. The Englewood Police Department may request the reimbursement of overtime salary expenses directly related to work on a joint operation with HSI performed by officers assigned to this joint operation. Other investigative expenses (i.e., travel, fuel, training, equipment and other similar costs) incurred by members of the designated joint operation may also be reimbursable.

Requests for reimbursement of overtime expenses should be submitted to the Special Agent in Charge, 5445 DTC Parkway, Suite 600, Greenwood Village, Colorado 80111, within thirty (30) days after the overtime costs have been incurred.

The Englewood Police Department may not request reimbursement of the same expenses from any other Federal law enforcement agency that may also be participating in the investigation.

2. Reimbursement payments will not be made by check. The Englewood Police Department must ensure that the U.S. Customs and Border Protection, National Finance Center (CBP/NFC) has a current ACH form on file for the receipt of reimbursable expenses by electronic funds transfer. The completed, signed ACH form must be sent to:

U.S. Customs and Border Protection  
National Finance Center  
Attn: Eliot VanVelzen - Forfeiture Fund Team  
6650 Telecom Drive, Suite 100  
Indianapolis, IN 46278

If any of the requesting agency's bank account information changes, a new ACH form must be completed and provided to the NFC as soon as possible.

3. In order to receive reimbursement of officers' overtime and other expenses related to joint operations, the Englewood Police Department must submit the "Local, County, and State Law Enforcement Agency Request for Reimbursement of Joint Operations Expenses" (invoice), signed by an authorized representative of the agency, and accompanied by a request for reimbursement on agency letterhead, along with supporting documents (i.e., copies of time sheets or receipts).
4. The Englewood Police Department remains fully responsible, as the employer of the officers assigned to the investigation, for payment of overtime salaries and related benefits (tax withholdings, insurance coverage, etc.) and all other requirements under the law, regulation, ordinance, or contract, regardless of the reimbursable overtime charges incurred. The Treasury Forfeiture Fund will reimburse overtime salaries only; benefits are not reimbursable.

- 5. The maximum reimbursable entitlement for overtime worked on behalf of joint investigations is set at \$15,000 per officer per year.
- 6. Requests for reimbursement of joint operations overtime and/or other expenses must be submitted to the Special Agent in Charge, Denver, Colorado, for certification and submission for payment.

**VI. PROGRAM AUDIT**

This agreement and its provisions are subject to audit by ICE, the Department of the Treasury/Office of Inspector General, the General Accounting Office, and other government designated auditors. The Englewood Police Department agrees to permit such audits and agrees to maintain all records relating to these transactions for a period not less than 3 years and, in the event of an ongoing audit, until the audit is complete.

These audits may include reviews of any and all records, documents, reports, accounts, invoices, and receipts of expenditures related to this agreement, as well as interviews of any and all personnel involved in these transactions.

**VII. REVISIONS**

The terms of this agreement may only be amended upon the written approval of both parties. The revision becomes effective on the date of approval.

**VIII. NO PRIVATE RIGHT CREATED**

This is an internal government agreement between ICE and Englewood Police Department and is not intended to confer any right or benefit to any private person or party.

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Kumar C. Kibble, Special Agent in Charge  
 U.S. Immigration & Customs Enforcement  
 5445 DTC Parkway, Suite 600  
 Denver, Colorado 80204

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Randy Penn, Mayor  
 City of Englewood  
 1000 Englewood Parkway  
 Englewood, CO 80110

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## COUNCIL COMMUNICATION

<b>Date:</b> March 17, 2014	<b>Agenda Item:</b> 9 a iii	<b>Subject:</b> Urban Areas Security Initiative (UASI) and North Central Region (NCR) Grant Funding
<b>Initiated By:</b> Police Department	<b>Staff Source:</b> Deputy Chief Jeff Sanchez	

### COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

City Council has previously approved our participation in the Urban Areas Security Initiative (UASI) and North Central Region (NCR) Programs.

### RECOMMENDED ACTION

The Police Department is recommending that City Council adopt an Ordinance authorizing the Englewood Police Department to apply for funding that will become available through the Urban Areas Security Initiative (UASI)/North Central Region (NCR) Programs.

### BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

The UASI program is intended to provide financial assistance to address the unique multi-discipline planning, organization, equipment, training, and exercise needs of high-threat, high-density urban areas, and to assist these areas in building and sustaining capabilities to prevent, protect against, mitigate, respond to, and recover from threats or acts of terrorism using the Whole Community approach. Activities implemented with UASI funds must support terrorism preparedness by building or enhancing capabilities that relate to the prevention of, protection from, mitigation of, response to or recovery from terrorism in order to be considered eligible. Many capabilities which support terrorism preparedness simultaneously support preparedness for other hazards.

The North Central All-Hazards Emergency Management Region (NCR) is one of nine emergency preparedness and response regions within the State of Colorado. Formation of the regions has led to a more efficient use of available limited funding and resources. The NCR is responsible for managing the State Homeland Security Grant Program and has a strong partnership the Denver Area Urban Area Security Initiative (UASI). Although the NCR and UASI have different governing structures, many of the committees are joint committees and work in an integrated, collaborative method.

UASI/NCR will be applying for the grant. The Police Department will submit two separate proposals to UASI/NCR to receive grant funding. The first proposal will be for the purchase of new equipment for the Englewood SWAT Team. The second proposal will be for the purchase of new equipment to upgrade the Englewood Police/Fire Command Van and one Police Command Vehicle.

### FINANCIAL IMPACT

The SWAT Equipment request will be for \$52,576. The Police/Fire Command Vehicles request will be for \$7,440.86.

### LIST OF ATTACHMENTS

Bill for an Ordinance

BY AUTHORITY

ORDINANCE NO. \_\_\_\_\_  
SERIES OF 2014

COUNCIL BILL NO. 17  
INTRODUCED BY COUNCIL  
MEMBER \_\_\_\_\_

A BILL FOR

AN ORDINANCE AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT REGARDING THE APPLICATION FOR AND ACCEPTANCE OF AN URBAN AREAS SECURITY INITIATIVE (UASI)/NORTH CENTRAL ALL-HAZARDS EMERGENCY MANAGEMENT REGION (NCR) PROGRAM GRANT.

WHEREAS, the North Central All-Hazards Emergency Management Region (NCR) is one of nine emergency preparedness and response Regions within the State of Colorado; and

WHEREAS, formation of the regions has led to a more efficient use of available limited funding and resources; and

WHEREAS, the NCR is responsible for managing the State Homeland Security Grant Program and has a strong partnership the Denver Area Urban Security Initiative (UASI); and

WHEREAS, although the NCR and UASI have different governing structures, many of the committees are joint and work in an integrated, collaborative method; and

WHEREAS, the Urban Areas Security Initiative (UASI)/ North Central All-Hazards Emergency Management Region (NCR) Program is intended to provide financial assistance to address the unique multi-discipline planning, organization, equipment, training, and exercise needs of high-threat, high-density Urban Areas, and to assist these areas in building and sustaining capabilities to prevent, protect against, mitigate, respond to, and recover from threats or acts of terrorism using the Whole Community approach; and

WHEREAS, activities implemented with UASI/NCR funds must support terrorism preparedness by building or enhancing capabilities that relate to the prevention of, protection from, mitigation of, response to or recovery from terrorism in order to be considered eligible; and

WHEREAS, many capabilities which support terrorism preparedness simultaneously support preparedness for other hazards; and

WHEREAS, the Urban Areas Security Initiative (UASI)/North Central All-Hazards Emergency Management Region (NCR) will be applying for a grant, and the Englewood Police Department will submit two separate proposals to UASI/NCR to receive grant funding:

- Englewood Police Department will submit a proposal to UASI/NCR to receive grant funding to be used for the purchase of new equipment for the Englewood SWAT Team. \$52,576 - to equip the Englewood SWAT officers to ensure they are prepared to protect the

citizens of Englewood and provide additional support to neighboring jurisdictions during a response to a critical incident.

- Englewood Police Department will submit a proposal to UASI/NCR to receive grant funding in the amount of \$7,440.86, for the purchase of new equipment to upgrade the Englewood Police/Fire Command Van and one Police Command Vehicle to ensure the City has the capability to respond to critical incidents.

WHEREAS, the Urban Areas Security Initiative (UASI)/North Central All-Hazards Emergency Management Region (NCR) Grant will be using federal funds for these grants.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ENGLEWOOD, COLORADO, AS FOLLOWS:

Section 1. The City Council of the City of Englewood, Colorado hereby authorizes the City to apply for and accept the Urban Areas Security Initiative (UASI)/ North Central All-Hazards Emergency Management Region (NCR) Grant Funding for the proposals attached hereto as Exhibits A and B.

Section 2. The Mayor is authorized to execute accept of the UASI/NCR grants for and on behalf of the City of Englewood.

Introduced, read in full, and passed on first reading on the 17th day of March, 2014.

Published by Title as a Bill for an Ordinance in the City's official newspaper on the 21<sup>st</sup> day of March, 2014.

Published as a Bill for an Ordinance on the City's official website beginning on the 19th day of March, 2014 for thirty (30) days.

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Randy P. Penn, Mayor

ATTEST:

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Loucrishia A. Ellis, City Clerk

I, Loucrishia A. Ellis, City Clerk of the City of Englewood, Colorado, hereby certify that the above and foregoing is a true copy of a Bill for an Ordinance, introduced, read in full, and passed on first reading on the 17th day of March, 2014.

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Loucrishia A. Ellis

**Grant Project Application**

<b>Agency:</b>	<b>Englewood Police Department</b>
<b>Project Title:</b>	<b>SWAT Equipment</b>

The purpose of this project is to equip Englewood SWAT officers to ensure they are prepared to protect the citizens of Englewood and provide additional capability to neighboring jurisdictions during response to a critical incident.

The following information addresses the specific requirements identified in the *interim* grant guidance:

- **This project supports THIRA Planning Scenario 2: Active Shooter**
- **This project supports the following Core Capabilities:**
  - Communications
  - Operation Coordination
  - Incident Operations

- **This project supports NCR Goal 1: Operational Communications**  
Public Safety agencies which comprise the responder community of the UASI/NCR will have the ability to talk within and across agencies and jurisdictions via radio and associated communications systems, exchange voice, data and/or video with one another on demand, in real time, when needed, when authorized.
  - Measure I: Agencies have operable communications systems that are in place to meet their everyday internal agency requirements.

- **This project supports NCR Goal 8: Incident Operations**

Provide adequate capabilities and resources to effectively manage, equip, prepare and train for critical multi-jurisdictional incidents, ensuring responder safety and health as well as fostering inter-jurisdictional and interdisciplinary coordination and collaboration between each of the different first responder disciplines.

- **This project supports the following Major Event Improvement Plans:**
  - Operation Mountain Guardian
  - Englewood Active Shooter Exercise
  - Various “real-world” incident responses
- **Regional Risk Level:** The City of Englewood lies within the North Central Region (NCR) and borders the City of Denver. Regional risk data indicates the NCR has an overall risk rating of “high”; the only region in the state to hold that level. Department of Local Affairs (DOLA) population data shows that approximately 56% of Colorado’s population is housed within the boundaries of the NCR. In addition, the 2009 state capabilities assessment shows that 47% of total first responders in Colorado reside in the NCR. With more than half the civilian population, and less than half of the first responder population housed inside of the NCR, the need for funding to establish and maintain activities that allow for improved responder capability greatly mitigates the risk to the region.

**Budget**

Item	Quantity	Cost Estimate	Total
Tactical Ballistic Vests with pouches	17		\$20,480
Ballistic Helmets with Rails	17		\$10,404
Radio MH180 Headsets – Dual Vibrators	11		\$7150
Pole Camera Search System	1		\$7900
Weapon Mounted Lighting Systems	17		\$4400
Chemlights, Red, Blue, Green	100		\$530
Tactical Belts	17		\$1712

**Grand Total \$ 52,576**

## Grant Project Application

<b>Agency:</b>	<b>Englewood Police Department</b>
<b>Project Title:</b>	<b>Command Vehicles Upgrade</b>

The purpose of this project is to upgrade the Englewood Police and Fire Response Command Van and Police Commander's Response vehicle to ensure we have the capability to respond to critical incidents.

The following information addresses the specific requirements identified in the *interim* grant guidance:

- **This project supports the following THIRA Planning Scenarios:**

- Planning Scenario 1: Hazmat Chemical Release
- Planning Scenario 2: Active Shooter
- Planning Scenario 3: Flood

- **This project supports the following Core Capabilities:**

- Communications
- Operation Coordination
- Incident Operations
- Access control
- On-scene security and protection
- Information Sharing and Intelligence; Interdiction & Disruption

- **This project supports the following NCR Goals:**

- **Goal 1: Operational Communications**

Public Safety agencies which comprise the responder community of the UASI/NCR will have the ability to talk within and across agencies and jurisdictions via radio and associated communications systems, exchange voice, data and/or video with one another on demand, in real time, when needed, when authorized.

- Measure I: Agencies have operable communications systems that are in place to meet their everyday internal agency requirements.

Facilitate the synthesis of information by encouraging agencies and responders to gather information and share that information vertically with the State & Federal agencies, as well as, horizontally with agencies and disciplines in order to facilitate better information sharing capabilities from an all hazards and all crimes perspective. A concerted effort will be placed on outreach in order to enhance relevancy to local jurisdictions.

- **Goal 8: Incident Operations**

Provide adequate capabilities and resources to effectively manage, equip, prepare and train for critical multi-jurisdictional incidents, ensuring responder safety and health as well as fostering inter-jurisdictional and interdisciplinary coordination and collaboration between each of the different first responder disciplines.

- **This project supports the following Major Event Improvement Plans:**
  - Operation Mountain Guardian
  - Englewood Active Shooter Exercise
  - Various “real-world” incident responses
  
- **Regional Risk Level:** The City of Englewood lies within the North Central Region (NCR) and borders the City of Denver. Regional risk data indicates the NCR has an overall risk rating of “high”; the only region in the state to hold that level. The Department of Local Affairs (DOLA) population data shows that approximately 56% of Colorado’s population is housed within the boundaries of the NCR. In addition, the 2009 state capabilities assessment shows that 47% of total first responders in Colorado reside in the NCR. With more than half the civilian population, and less than half of the first responder population housed inside of the NCR, the need for funding to establish and maintain activities that allow for improved responder capability greatly mitigates the risk to the region.

**Budget**

Item	Quantity	Cost Estimate	Total
Desktop pc	1	757.00	757.00
PC lock	1	99.00	99.00
Computer Monitors	2	156.99	313.98
Monitor wall mounts	2	32.99	65.98
Tellular device	1	375.00	375.00
External modem	1	150.00	150.00
Modem antennas	2	189.95	379.90
Printer	1	300.00	300.00
Command Unit Extension Bed for Suburban	1	5000.00	5000.00

**Grand Total \$7440.86**

## COUNCIL COMMUNICATION

<b>Date:</b> March 17, 2014	<b>Agenda Item:</b> 9 a iv	<b>Subject:</b> Intergovernmental Agreement – Colorado Internet Crimes Against Children Task Force Grant Award
<b>Initiated By:</b> Police Department	<b>Staff Source:</b> Deputy Chief Jeff Sanchez	

### COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

City Council previously passed Ordinance No. 58 (Series of 2008), which authorized our participation in the Internet Crimes Against Children Regional Task Force.

### RECOMMENDED ACTION

The Police Department is recommending that City Council adopt an Ordinance authorizing the Englewood Police Department to accept a grant award from the Colorado Internet Crimes Against Children Task Force. This grant is offered through the Department of Justice (DOJ), Office of Justice Programs (OJP) and the Office of Juvenile Justice and Delinquency Prevention (OJJDP).

### BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

The Colorado Internet Crimes Against Children (COICAC) Task Force program has been established to assist state and local law enforcement agencies in developing an effective response to cyber enticement and child pornography investigations. This support encompasses investigative, prosecutorial and forensic components, training and technical assistance, victim services, prevention and community education. The COICAC Task Force is partially funded by a grant from the Department of Justice/Office of Juvenile Justice and Delinquency Prevention and grant funds may be provided for training, equipment and investigations.

The Colorado Springs Police Department is the grant holder and lead task force agency. Colorado Springs P.D. has received a grant award under the Internet Crimes Against Children grant. The Englewood Police Department, which is in the process of joining the COICAC Task Force, has been approved to receive a sub-award in the amount of \$6,200. This funding will be used to purchase a laptop computer and "Cellbrite" software which is used for forensic inspections of cell phones.

### FINANCIAL IMPACT

We have been approved to receive a sub-award of \$6,200. No financial match is required.

### LIST OF ATTACHMENTS

Bill for an Ordinance

BY AUTHORITY

ORDINANCE NO. \_\_\_\_\_  
SERIES OF 2014

COUNCIL BILL NO. 18  
INTRODUCED BY COUNCIL  
MEMBER \_\_\_\_\_

A BILL FOR

AN ORDINANCE AUTHORIZING THE ACCEPTANCE OF COLORADO INTERNET CRIMES AGAINST CHILDREN TASK FORCE GRANT AWARD BETWEEN THE CITY OF COLORADO SPRINGS AND MEMBER PARTIES INCLUDING THE CITY OF ENGLEWOOD, COLORADO.

WHEREAS, the Englewood City Council previously authorized Englewood's participation in the Internet Crimes Against Children Regional Task Force by the passage of Ordinance No. 58, Series of 2008; and

WHEREAS, The Colorado Internet Crimes Against Children (COICAC) Task Force has been established to assist state and local law enforcement agencies in developing an effective response to cyber enticement and child pornography investigations; and

WHEREAS, this support encompasses investigative, prosecutorial and forensic components, training and technical assistance, victim services, prevention and community education; and

WHEREAS, the COICAC Task Force is partially funded by a grant from the Department of Justice/Office of Juvenile Justice and Delinquency Prevention and grant funds may be provided for training, equipment and investigations; and

WHEREAS, the Colorado Springs Police Department is the grant holder and lead task force agency; and

WHEREAS, Colorado Springs Police Department has received a grant award under the Internet Crimes Against Children grant; and

WHEREAS, the Englewood Police Department, which is in the process of joining the COICAC Task Force, has been approved to receive a sub-award in the amount of \$6,200, which will be used to purchase a laptop computer and "Cellbrite" software which is used for forensic inspections of cell phones; and

WHEREAS, by the passage of this ordinance the Englewood City Council authorizes the City of Englewood Police Department to accept Grant funding which has been awarded to the Englewood; and

WHEREAS, federal funding is used for this Grant which is awarded by the Department of Justice, Office of Justice Programs, Office of Juvenile Justice and Delinquency Prevention.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ENGLEWOOD, COLORADO, THAT:

Section 1. The Colorado Springs Police Department (CSPD) Statement of Grant Award (SOGA), attached hereto as Exhibit A, is hereby accepted and approved by the Englewood City Council.

Section 2. The Mayor is hereby authorized to sign the acceptance of grant award for and on behalf of the City of Englewood, Colorado.

Introduced, read in full, and passed on first reading on the 17th day of March, 2014.

Published by Title as a Bill for an Ordinance in the City's official newspaper on the 21st day of March, 2014.

Published as a Bill for an Ordinance on the City's official website beginning on the 19th day of March, 2014 for thirty (30) days.

---

Randy P. Penn, Mayor

ATTEST:

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Loucrishia A. Ellis, City Clerk

I, Loucrishia A. Ellis, City Clerk of the City of Englewood, Colorado, hereby certify that the above and foregoing is a true copy of a Bill for an Ordinance, introduced, read in full, and passed on first reading on the 17<sup>th</sup> day of March, 2014.

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Loucrishia A. Ellis



**COLORADO INTERNET CRIMES  
AGAINST CHILDREN TASK FORCE**

705 South Nevada Avenue  
Colorado Springs, CO 80903  
Ph. 719.444.7560 Fax 719.444.7380



February 24, 2014

Hello Officer Fowler:

Enclosed you will find the cover letter signed by Colorado Springs Police Chief Peter Carey, followed by the Statement of Grant Award (SOGA), and your approved budget. The cover letter and SOGA acknowledge your sub-award for funding under the Internet Crimes Against Children Task Force grant, in which CSPD is the lead fiscal agency.

Please read through the cover letter and SOGA; then have the SOGA signed by an authorized signatory for your Agency. Your authorized signatory may be someone from your Agency, your City or County. Once the SOGA is signed, please return the document to the address listed below. The SOGA must be signed (fully executed) PRIOR to spending any grant funds. Once CSPD has received your signed copy and it has been signed by our office, I will scan and email the signed copy back to your ICAC Project Director.

If you have any questions, please do not hesitate to contact me!

Thank you!

Janet Van Kampen  
ICAC Task Force Program Coordinator

**Colorado Springs Police Department  
Investigations Division  
Attn: Janet Van Kampen  
Internet Crimes Against Children Task Force  
705 South Nevada Avenue  
Colorado Springs, CO 80903**

POLICE DEPARTMENT  
Peter Carey  
Chief of Police



February 18, 2014

Englewood Police Department  
Chief John Collins  
3615 South Elati Street  
Englewood, CO 80110

**RE: Statement of Grant Award (SOGA) and Assurances  
Grant #2012-MC-FX-K009, Internet Crimes Against Children**

Dear Chief Collins:

On behalf of the City of Colorado Springs and the Colorado Springs Police Department, it is my pleasure to inform you that the Colorado Springs Police Department has received a grant award under the Internet Crimes Against Children grant, in which your sub-award for funding has also been awarded in the amount of \$6,200. This grant is offered through the Department of Justice (DOJ), Office of Justice Programs (OJP) and the Office of Juvenile Justice and Delinquency Prevention (OJJDP).

Enclosed you will find the Statement of Grant Award (SOGA). This award is subject to all administrative and financial requirements of the funding source, to include OMB circulars, the Colorado Internet Crimes Against Children Administrative Guide, and the Office of Justice Programs (OJP) Financial Guide, including the timely submission of all financial and programmatic reports.

Prior to expending any grant funds, a fully executed Statement of Grant Award (SOGA), must be returned to our office with the signature of the authorized recipient official. A fully executed Statement of Grant Award is accomplished when the sub-grantee returns a signed original Statement of Grant Award (SOGA) and the Colorado Springs Police Department returns a copy of the fully signed Statement of Grant Award back to the sub-grantee. The original will be kept on file at the Colorado Springs Police Department.

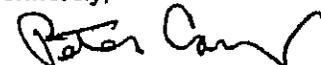
Please return your signed SOGA to:

Colorado Springs Police Department  
Investigations Division  
Internet Crimes Against Children Task Force  
Attention: Janet Van Kampen  
705 South Nevada Avenue, MC-1502  
Colorado Springs, CO 80903

If you have questions regarding this award, please contact: Janet Van Kampen, at 719-444-7560 or via email at

Congratulations, and we look forward to working with you!

Sincerely,

  
Peter Carey, Chief of Police

Attachments: Statement of Grant Award (SOGA), 2014 Approved Budget, Special Conditions and Certified Assurances

**COLORADO SPRINGS POLICE DEPARTMENT (CSPD)  
STATEMENT OF GRANT AWARD (SOGA)**

<b>SUB GRANTEE AGENCY NAME:</b>	Englewood Police Department
<b>PROJECT DIRECTOR:</b>	Officer Joe Fowler
<b>PROJECT DIRECTOR ADDRESS:</b>	3615 South Elati Street Englewood, CO 80110
<b>GRANT NUMBER:</b>	2012-MC-FX-K009
<b>PROJECT TITLE:</b>	Colorado Internet Crimes Against Children Task Force, Internet Crimes Against Children Grant Award
<b>GRANT PERIOD:</b>	2/18/14 - 5/16/14
<b>DATE ISSUED:</b>	2/18/14
<b>*AWARD AMOUNT:</b>	\$6,200

***\*Award amount may be changed by written agreement between both parties.***

The attached grant application, including Special Provisions and Certified Assurances, is incorporated herein as a part of this document.

**SPECIAL CONDITIONS AND REQUIREMENTS:**

1. The sub-grantee agrees to submit to the Colorado Springs Police Department (CSPD), who in turn submits to Department of Justice, Office of Justice Programs, Office of Juvenile Justice and Delinquency Prevention any written materials that will be published through funds from this award at least thirty (30) working days prior to the targeted dissemination date. All publications must contain the Internet Crimes Against Children logo unless otherwise notified. All publications shall include the following language:  
  
*"This project was supported by Grant No. 2012-MC-FX-K009, awarded by the Department of Justice, Office of Justice Programs, Office of Juvenile Justice and Delinquency Prevention. Office of Juvenile Justice and Delinquency Prevention is a component of the Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, and the Office for Victims of Crime. Points of view or opinions in this document are those of the author and do not represent the official position or policies of the Unites States Department of Justice."*
2. The sub-grantee must submit yearly to the CSPD one copy of your most recent A-133 audit or financial review, including any management or other auditor comments.
3. All recipients of Federal financial assistance, regardless of the particular funding source, the amount of the grant award, or the number of employees in the workforce, are subject to the prohibitions against unlawful discrimination. In the event of a Federal or State court or Federal or State administrative agency makes and adverse finding of discrimination against your organization after a due process hearing, on the grounds of race, color, religion, national origin, or sex, your organization must submit a copy of the finding to the Colorado Springs Police Department.
4. The sub-grantee agrees to take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency (LEP). For more information on the civil rights responsibilities that sub grantees have in providing language services to LEP individuals, please see the website at [www.lep.gov](http://www.lep.gov).

5. Grant activities must be based on the approved budget form, within this grant award, which supersedes any earlier budget request submitted. The sub-grantee must secure prior written approval from the Colorado Springs Police Department, Internet Crimes Against Children Unit if there is to be a change in any budget category. Failure to seek prior approval may result in denial of reimbursement.
6. The sub-grantee agency affirms that the parties' agreement consists of a multi-part document; the award letter, Statement of Grant Award (SOGA), approved budget form, grant requirements (by reference), Federal Certified Assurances (by reference), and signatures of persons authorized to sign on behalf of the sub-grantee agency on each part of the document.
7. Review carefully the Office of Justice Programs (OJP) Financial Guide, which includes procedures regarding this document, reimbursement for grant funds, reporting requirements, procurement procedures, as well as the Colorado Internet Crimes Against Children Grant Administration Guide.
8. This grant award will be effective upon the final approval by the CSPD. No payment or reimbursements will be made for purchases charged to the grant prior to approval from the CSPD.
9. The authorized official to whom this award letter is addressed is the authorized signing official for this Statement of Grant Award (SOGA). The sub-grantee must promptly notify the CSPD in writing, of any changes in the authorized official, project director, or financial officers.
10. Commencement within 60 days. If the ICAC sub-grantee agency has not commenced this project within 60 days of the start of the approved expenditure request, the sub-grantee must report the following to the CSPD:
  - a. The steps taken to initiate the project;
  - b. The reasons for delay; and
  - c. The expected start date.
11. Operational within 80 days. If the CSPD concludes the project is not operational within 80 days of the original start date of the grant period, the CSPD may begin termination or reduction in grant proceedings.
12. The sub-grantee is expected to consistently perform the funded activities under the grant throughout the duration of the grant period. If the sub-grantee goes a quarter with no grant activity, (to include lack of submission of timely required monthly reporting) it may be cause for the funder to reallocate the funding. The sub-grantee is encouraged to develop a quarterly deployment plan to ensure funds are consistently spent and reporting requirements are met. The CSPD may amend the grant period and provide written notice to the sub-grantee.
13. The recipient agrees that if it currently has an open award of federal funds or if it receives an award of federal funds other than this OJP award, and those award funds have been, are being, or are to be used, in whole or part, for one or more of the identical cost items for which funds are being provided under this OJP award, the recipient will promptly notify, in writing, the CSPD ICAC Program Coordinator for this OJP award, and, if so requested by the CSPD ICAC Program Coordinator, seek a budget modification or change-of-project-scope notice to eliminate any inappropriate duplication of funding.
14. Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the Department encourages recipients and sub recipients to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.
15. Financial and Administrative Management:
  - a. The sub-grantee agency assures that fund accounting, auditing, monitoring, evaluation procedures and such records as necessary will be maintained to assure adequate internal fiscal controls, proper financial management, efficient disbursement of funds received, and maintenance of required source documentation for all costs incurred. These principles must be applied for all costs incurred whether charged on a direct or indirect basis.
  - b. All expenditures must be supported by appropriate documentation. Only actual, approved, allowable expenditures will be permitted.

- c. The sub-grantee agency assures that it will comply with the provisions in the current applicable Office of Justice Programs (OJP) Financial Guide, which is hereby incorporated by reference. However, such a guide cannot cover every foreseeable contingency, and the sub grantee agency is ultimately responsible for compliance with applicable state and federal laws, rules and regulations.
- d. The sub-grantee understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of the Colorado Springs Police Department
- e. The sub-grantee agency will retain all financial records, supporting document and other pertinent records for this award for a least seven (7) years following the end of the nearest upcoming end of state fiscal year, OR at least seven (7) years following the closure of its audit report covering the entire award period, whichever is later.
- f. The sub-grantee agrees to comply with the approved Colorado ICAC Task Force Grant Guide.
- g. The sub-grantee agrees to comply with the OJJDP approved ICAC Task Force Operational and Investigative Standards.
- h. The sub-grantee will accept any and all investigative leads occurring in its jurisdiction that are received from the granting agency and/or the National Center for Missing and Exploited Children (NCMEC), and will report the disposition of pursuant investigations to the granting agency.
- i. The sub-grantee agrees to forward the ICAC Task Force Program Monthly Performance Measures by the 10<sup>th</sup> of each month for the stats pertaining to the preceding month to the ICAC Program Coordinator, Janet Van Kampen, via email at \_\_\_\_\_
- j. The sub-grantee agrees to report any other ICAC related reporting information as needed / requested by the Colorado ICAC Task Force Commander, Administrator or Program Coordinator, as needed to complete OJP/OJJDP requests and requirements.
- k. The sub-grantee will attend meetings and trainings for the Colorado ICAC Task Force when agency resources allow.

**16. Payment and Reporting:**

- a. The CSPD will pay the sub-grantee agency the reasonable and allowable costs of performance, in accordance with current Colorado State Fiscal rules, not to exceed the amount specified within the Request for Expenditure submitted to the ICAC Task Force Commander for approval.
- b. The CSPD may withhold payment in the event the sub-grantee agency fails to comply with conditions, including all financial reporting requirements and certifications contained in this award.
- c. The sub-grantee agency assures that monthly invoice and cost-reporting submissions in support of monthly award activity shall be submitted by the 20<sup>th</sup> of each month. Submissions shall be current and actual and shall include supporting documentation. The final request must be made by May 16<sup>th</sup>, 2014.
- d. The sub-grantee will provide required data and programmatic report to CSPD within 10 days of a deployment under the grant. If deployments occur near the end of a month, the information must be provided to CSPD within 3 days of the end of the month to meet grant deadlines.

**17. Procurement and Contracts:**

- a. The sub-grantee agency assures that open, competitive procurement procedures will be followed for all purchases under the grant.
- b. The sub-grantee agency assures that no contract or agreement will be made for execution of project activities or provisions of services (other than purchase of supplies or standard commercial or maintenance services) that is not incorporated in the approved application or approved in advance by the CSPD.
- c. The sub-grantee agency assures that contractors/vendors who assist the sub grantee agency to develop specifications, requirements statements of work and/or Request for Proposal for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award of such procurement.
- d. The sub-grantee agency agrees they will not submit items for reimbursement to the CSPD that have not been purchased in accord with the sub grantee's procurement policies, OMB circulars, the Colorado Internet Crimes Against Children Task Force Administrative Guide, and the Office of Justice Programs (OJP) Financial Guide. Submissions that do not meet these procurement requirements may not be reimbursed by the CSPD or the funding agency at CSPD's discretion.

**18. Termination or Reduction in grant award:**

- a. The CSPD will monitor the performance of the sub-grantee agency against goals and performance standards as found in the request for expenditure. The CSPD will provide reasonable technical assistance to the sub grantee agency in the performance standards and sub grant requirements. Any determination of substandard performance on the part of the sub-grantee agency shall be within the discretion of the CSPD, based upon the CSPD's review of the terms and conditions of the grant award, the application and project summary, the grant terms and assurance, and the requirements of applicable law. Substandard performance, as determined by the CSPD, shall constitute non-compliance, which may result in termination for cause, or reduction of the grant award for cause.
- b. The CSPD may terminate this contract in whole or in part for the CSPD's convenience or because of the failure of the sub-grantee agency to fulfill the grant obligations.

**19. Non-supplanting of funds:**

- a. The sub-grantee agency certifies that federal funds made available under this grant:
  - i. Will not be used to supplant state or local funds;
  - ii. Where there is a reduced or unchanged local investment, then the sub-grantee agency shall give a written explanation demonstrating the sub grantee-agency's reduced or unchanged commitment would have been necessitated even if federal financial support under this federal grant program had not been made available.

**RETURN:**

An original signed copy of the Statement of Grant Award (SOGA) shall be returned to:

**Colorado Springs Police Department  
Investigations Division  
Attention: Janet Van Kampen  
705 South Nevada Avenue, MC-1502  
Colorado Springs, CO 80903**

After all signatures are obtained, a copy of the Statement of Grant Award (SOGA) and attached letter, will be returned to the sub-grantee agency.

The parties hereto have executed this binding sub grant award

Persons signing for sub-grantee hereby swear and affirm that they are authorized to act on sub-grantee's behalf and acknowledge that the Colorado Springs Police Department is relying on their representations to that effect.

<b>COLORADO SPRINGS POLICE DEPARTMENT APPROVAL</b>		<b>SUB-GRANTEE ACCEPTANCE</b>	
<b>Name and Title of Approving Official</b>		<b>Name and Title of Authorized Sub-Grantee Official</b>	
<b>Chief Peter Carey Colorado Springs Police Department</b>		Randy P. Penn Mayor	
<b>Signature and Date of Authorized Official</b>		<b>Signature and Date of Authorized Sub-Grantee Recipient Official</b>	
<b>Signature</b>	<b>Date</b>	<b>Signature</b>	<b>Date</b>

**COLORADO ICAC TASK FORCE  
2013-2014  
APPROVED BUDGET  
ENGLEWOOD POLICE DEPARTMENT**

	APPROVED AWARD AMOUNT
<b>BUDGET LINE ITEMS*</b>	
<b>1 POLICE ICAC OVERTIME</b>	<b>\$0</b>
<b>2 TRAVEL/TRAINING</b>	<b>\$0</b>
<b>AIRFARE/FEES</b>	<b>\$0</b>
<b>GROUND TRANSPORTATION</b>	<b>\$0</b>
<b>LODGING</b>	<b>\$0</b>
<b>PER DIEM</b>	<b>\$0</b>
<b>REGISTRATION FEES</b>	<b>\$0</b>
<b>3 COMPUTER EQUIPMENT</b>	<b>\$700</b>
<b>4 SOFTWARE/LICENSE/SUPPLY</b>	<b>\$5,500</b>
<b>TOTAL</b>	<b>\$6,200</b>

**\*NOTES ON BUDGET LINE ITEMS:**

**3 COMPUTER EQUIPMENT** - Laptop w/Windows 7 (1@\$700) to be used with Cellebrite software

**4 SOFTWARE/LICENSE/SUPPLY** - Cellebrite PC Logical Software (1@\$4,500)

Cellebrite 1 yr SMS license (1@\$1,000)

## BY AUTHORITY

ORDINANCE NO. \_\_\_\_\_  
 SERIES OF 2014

COUNCIL BILL NO. 11  
 INTRODUCED BY COUNCIL  
 MEMBER OLSON

AN ORDINANCE AUTHORIZING THE INTERGOVERNMENTAL AGREEMENT ENTITLED “FUNDING AGREEMENT FOR RTD FUNDING OF LOCAL TRANSPORTATION SERVICES” (ENGLEWOOD ART SHUTTLE) BETWEEN THE REGIONAL TRANSPORTATION DISTRICT (RTD) AND THE CITY OF ENGLEWOOD, COLORADO.

WHEREAS, the Englewood City Council approved an Intergovernmental Agreement between RTD and the City of Englewood for funding of the Englewood Circulator Shuttle for 2004 – 2007 by the passage of Ordinance No. 50, Series of 2004; and

WHEREAS, the Englewood City Council approved an Intergovernmental Agreement between RTD and the City of Englewood for funding of the Englewood Circulator Shuttle for September 10, 2007 through December 31, 2007 by the passage of Ordinance No. 66, Series of 2007; and

WHEREAS, the Englewood City Council approved an Intergovernmental Agreement between RTD and the City of Englewood for funding of the Englewood Circulator Shuttle for January 1, 2008 through December 31, 2008 by the passage of Ordinance No. 10, Series of 2008; and

WHEREAS, the Englewood City Council approved an Intergovernmental Agreement between RTD and the City of Englewood for funding of the Englewood Circulator Shuttle for January 1, 2010 through December 31, 2010 by the passage of Ordinance No. 4, Series of 2010; and

WHEREAS, the Englewood City Council approved an Intergovernmental Agreement between RTD and the City of Englewood for funding of the Englewood Circulator Shuttle for January 1, 2011 through December 31, 2011 by the passage of Ordinance No.5, Series of 2011; and

WHEREAS, the Englewood City Council approved an Intergovernmental Agreement between RTD and the City of Englewood for funding of the Englewood Circulator Shuttle for January 1, 2012 through December 31, 2012 by the passage of Ordinance No. 9, Series of 2012; and

WHEREAS, the Englewood City Council approved an Intergovernmental Agreement between RTD and the City of Englewood for funding of the Englewood Circulator Shuttle for January 1, 2013 through December 31, 2013 by the passage of Ordinance No. 1, Series of 2013; and

WHEREAS, this service provides mobility and access to the commercial areas in and around the vicinity of the CityCenter Englewood light rail station, downtown Englewood and the Swedish/Craig Medical Center; and

WHEREAS, the passage of this proposed Ordinance will provide the same level of service for the calendar year 2014;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ENGLEWOOD, COLORADO, AS FOLLOWS:

Section 1. The City Council of the City of Englewood, Colorado hereby authorizes the IGA entitled "Funding Agreement for RTD Funding of Local Transportation Services" (Englewood Art Shuttle) between the Regional Transportation District (RTD) and the City of Englewood, Colorado, as attached hereto as Exhibit 1.

Section 2. The Mayor and City Clerk are authorized to execute and attest said Intergovernmental Agreement for and on behalf of the City of Englewood.

Introduced, read in full, and passed on first reading on the 3rd day of March, 2014.

Published by Title as a Bill for an Ordinance in the City's official newspaper on the 7th day of March, 2014.

Published as a Bill for an Ordinance on the City's official website beginning on the 5th day of March, 2014 for thirty (30) days.

Read by title and passed on final reading on the 17th day of March, 2014.

Published by title in the City's official newspaper as Ordinance No. \_\_\_\_, Series of 2014, on the 21st day of March, 2014.

Published by title on the City's official website beginning on the 19th day of March, 2014 for thirty (30) days.

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Randy P. Penn, Mayor

ATTEST:

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Loucrishia A. Ellis, City Clerk

I, Loucrishia A. Ellis, City Clerk of the City of Englewood, Colorado, hereby certify that the above and foregoing is a true copy of the Ordinance passed on final reading and published by title as Ordinance No. \_\_\_\_, Series of 2014.

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Loucrishia A. Ellis

**FUNDING AGREEMENT  
FOR RTD FUNDING OF LOCAL TRANSPORTATION SERVICES  
(ENGLEWOOD art SHUTTLE)**

This Funding Agreement for RTD Funding of Local Transportation Services (Englewood art Shuttle) ("Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 2014, between the Regional Transportation District, a political subdivision of the State of Colorado organized pursuant to the Regional Transportation District Act, C.R.S. § 32-9-101, *et seq.*, ("RTD") and the City of Englewood, Colorado, a Colorado home rule city ("Local Entity"). The Local Entity and RTD may also be referred to herein individually as a "Party" and collectively as the "Parties".

**RECITALS**

- A. RTD is authorized by the Regional Transportation District Act, C.R.S. §§ 32-9-101, *et seq.* (the "RTD Act"), to develop, maintain, and operate a mass transportation system for the benefit of the inhabitants of its District, as defined by the RTD Act.
- B. Pursuant to the Colorado Constitution, Article XIV, Section 18(2)(a), and C.R.S. §§ 29-1-203 *et seq.*, both RTD and the Local Entity may cooperate or contract with each other to provide any function, service, or facility lawfully authorized to each, and any such contract may provide for sharing of costs.
- C. RTD currently operates a variety of fixed-route bus, light rail, and other transit services in and around the Local Entity.
- D. The Parties agree that the transit services described in Exhibit A ("Services") provide mobility and access to the business and residential areas in and around the Local Entity.
- E. RTD wishes to financially contribute to the provision of the Services according to the terms and conditions as agreed by the Parties, as set forth herein.

**TERMS AND CONDITIONS**

**NOW THEREFORE**, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows.

**1. GENERAL.**

- A. **Exhibits.** The following exhibits are attached and incorporated into this Agreement by this reference:

- Exhibit A:** Description of the Services
- Exhibit B:** Description of the RTD Funding
- Exhibit C:** Communication and Notices – Contacts

**Exhibit D: Special Provisions**

**B. Recitals.** The recitals set forth above are incorporated herein by this reference.

**C. Scope.** The Parties may have previously entered into various other agreements which remain in effect until terminated and are not voided by or otherwise amended by this Agreement, unless expressly set forth herein.

- 2. OPERATIONS, MANAGEMENT AND CONTROL OF THE SERVICES.** The Local Entity shall continue to manage and operate, either directly or through its designated agent(s), the Services. The Local Entity and/or its designated agent(s) shall be solely responsible for all operations, management, marketing, administration, and Services delivery functions, including provision of vehicles, vehicle maintenance, insurance and accounting. Except as specifically provided herein, RTD shall have no responsibility for the operations and management of the Services. RTD shall have no responsibility for, or authority or control with respect to, the supervision and management of any employees or contractors who work in connection with the Services. The Local Entity shall operate the Services in compliance with all applicable laws, regulations, orders, codes, directives, permits, approvals, decisions, decrees, ordinances or by-laws having the force of law and any common or civil law, including any amendment, extension or re-enactment of any of the same, and all other instruments, orders and regulations made pursuant to statute (collectively, "Laws"), and the Local Entity shall be solely responsible for compliance with all applicable Laws. Notwithstanding RTD's right to cease funding as provided in this Agreement, RTD has no obligation or intent, nor right pursuant to this Agreement, to otherwise continue the Services, if the Local Entity ceases to provide the Services.
- 3. SERVICES.** The hours, frequency, routes and schedule of the Services ("Operating Parameters") shall be as shown on **Exhibit A**. No changes shall be made to the Operating Parameters during the term of this Agreement without the written agreement of both Parties, or if changes are made to the Operating Parameters without the written consent of RTD, then RTD may, at its sole option, terminate this Agreement without any notice. In the event that RTD terminates this Agreement in accordance with this Section 3, RTD will not provide any funding for Services outside the Operating Parameters.
- 4. RTD FUNDING.** In partial support of the Services, RTD will reimburse the Local Entity for the Net Cost of the Services up to the amount and for the term set out in **Exhibit B** ("RTD Funding"). RTD Funding does not include any additional operating costs for services in excess of the Operating Parameters as set out in Exhibit A, including any special events and holidays. Under no circumstances will RTD be obligated to pay more than the RTD Funding.

**5. INVOICING AND PAYMENT.**

- A.** The Local Entity will submit an invoice to RTD on a monthly basis for payment of the RTD Funding. Unless otherwise agreed by the Parties, the invoice shall include an itemized list of reimbursable operating expenses and a summary of service hours, mileage, passenger boardings, and any other information that RTD otherwise reasonably requests.
- B.** RTD will pay all approved invoices within thirty calendar (30) days after RTD has received the invoice. If RTD does not approve an invoice from the Local Entity, RTD will provide a written explanation of disputed items within ten (10) calendar days after RTD has received the invoice.

**6. RECORDS.** The Local Entity, or its designated agent, will maintain full and complete financial records for the provision of the Services. Such records shall include any financial information to support and document the operating costs and revenues relating to the Services and any other financial information specifically requested by RTD. The Local Entity, or its designated agent, shall make these records available to RTD for audit for a period of three (3) years after final payment under this Agreement. If applicable, National Transit Database (“NTD”) data shall be kept in accordance with Federal Transit Administration (“FTA”) requirements and shall be reported as part of RTD’s NTD submission.

**7. MARKETING.**

- A.** The Services will not be designated, marketed, or promoted as an RTD-branded service, except that the Local Entity shall allow RTD to display an appropriate RTD logo stating that the Services are “in partnership with RTD” on all vehicles used to furnish the Services and financially supported in part by RTD through this Agreement.
- B.** The Local Entity and/or its designated agent(s) will market the Services, and such marketing will include but is not limited to developing a marketing plan and implementing the plan. A marketing plan may include the following elements: advertising, public relations, collateral materials, websites, coordination with other transportation programs, outreach, and training. RTD will have the opportunity to review and approve any marketing materials for the Services.

**8. SERVICE MONITORING.** RTD reserves the right, in its sole discretion, to set and to assess the performance expectations of the Services. If RTD determines that the RTD Funding is not warranted in accordance with RTD’s performance expectations, RTD shall notify the Local Entity as soon as practicable.

## 9. LIABILITY AND INSURANCE.

- A. The Parties agree that RTD shall have no liability to third parties arising out of the operations or management of the Services, or any other service operated, directly or indirectly, by the Local Entity, and the Local Entity shall have no liability to third parties arising out of the operations or management of any RTD services. This provision shall survive termination of this Agreement.
- B. The Local Entity and/or its designated agent(s) shall cause RTD and its officers and employees to be named as additional insured on all insurance policies covering any operations of the Services.
- C. Without waiving the privileges and immunities conferred by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 *et seq.*, each Party shall be responsible for any claims, demands or suits arising out of its own negligence. It is specifically understood and agreed that nothing contained in this section or elsewhere in this Agreement shall be construed as an express or implied waiver by either Party of its governmental immunity including limitations of amounts or types of liability or the governmental acceptance by either Party of liabilities arising as a result of actions which lie in tort or could lie in tort in excess of the liabilities allowable under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 *et seq.*

## 10. GENERAL PROVISIONS.

- A. **Available Funding.** This Agreement does not contain any multiple-fiscal year financial obligations by either Party that extend beyond its current fiscal year. The financial obligations of each Party under this Agreement shall be subject to and limited by the appropriation of sufficient funds therefore by its governing body. Funds for this Agreement, as set out in **Exhibit B**, have been budgeted, authorized and appropriated by the RTD Board of Directors only for the current fiscal year. If the Parties intend to provide RTD Funding for future years, Exhibit B must be amended in accordance with Section 10.D. Nothing herein obligates RTD to budget, authorize or appropriate funds for any future fiscal year.
- B. **Other Sources of Funding.** Nothing in this Agreement will prevent the Local Entity from collecting contributions or fees from entities other than RTD to help defray any unreimbursed costs of providing the Service, except that RTD shall not be a party to any such arrangement.
- C. **Merger.** This Agreement represents the entire agreement between the Parties with respect to the subject matter hereof and all prior agreements, understandings or

negotiations shall be deemed merged herein. No representations, warranties, promises or agreements, express or implied, shall exist between the Parties, except as stated herein

- D. Amendment.** No amendment to this Agreement shall be made or deemed to have been made unless in writing executed and delivered by the Party to be bound thereby.
- E. Governing Law.** This Agreement shall be interpreted and enforced according to the laws of the State of Colorado, the ordinances of the City, the applicable provisions of federal law, and the applicable rules and regulations promulgated under any of them. Venue for any action hereunder shall be in Denver District Court, Colorado.
- F. Communication and Notices.** Any notices, bills, invoices or reports required by this Agreement shall be sufficiently delivered if sent by the Parties in the United States mail, postage prepaid, or by email to the Parties at the following addresses specified on **Exhibit C**. The addresses or contacts may be changed by the Parties by written notice to the other Party.
- G. Term and Termination.** This Agreement shall be deemed to have commenced on January 1, 2014 and shall remain in effect until terminated in writing by the Parties or by court order. Unless otherwise agreed, either Party may terminate this Agreement on sixty (60) calendar days' written notice. In the event of termination by RTD for any reason other than default, RTD shall pay no more than the reimbursable costs of the Services up to the date of termination. All provisions of this Agreement that provide rights or create responsibilities for the Parties after termination shall survive termination of this Agreement. Nothing herein obligates RTD to make funds available for the Services in any future fiscal year, and nothing herein shall imply funding will be renewed at the same or any level.
- H. Amendment.** The Parties may, by written agreement, amend this Agreement or the Exhibits to account for changes in RTD Funding and service levels. Nothing herein obligates either Party to make funds available other than as specifically provided in the attached Exhibits, and nothing herein shall imply funding or service will be renewed at the same or any level.
- I. Authority.** The Parties represent that each has taken all actions that are necessary or that are required by its procedures, bylaws, or applicable law to legally authorize the undersigned signatories to execute this Agreement on behalf of the Parties and to bind the Parties to its terms.

- J. No Effect on RTD Rights or Authority.** Nothing in this Agreement shall be construed to limit RTD's right to establish routes or services or to perform any functions authorized by C.R.S. § 32-9-101 *et. seq.*
- K. Assignment.** Other than as specifically provided herein, the Parties agree that they will not assign or transfer any of their rights or obligations under this Agreement without first obtaining the written consent of the other Party.
- L. Prohibited Interests.** No director, officer, employee, or agent of RTD shall be interested in any contract or transaction with RTD except in his or her official representative capacity unless otherwise provided by the RTD Code of Ethics.
- M. Severability.** To the extent that this Agreement may be executed and performance of the obligations of the Parties may be accomplished within the intent of the Agreement, the terms of the Agreement are severable, and should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other terms or provision hereof.
- N. Waiver.** The waiver of any breach of a term hereof shall not be construed as a waiver of any other term, or the same term upon a subsequent breach.
- O. No Third-Party Beneficiaries.** It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties hereto, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person under this Agreement. It is the express intention of the Parties to this Agreement that any person or entity other than the Parties receiving services or benefits under this Agreement be deemed an incidental beneficiary only.
- P. Changes in Law.** This Agreement is subject to such modifications as may be required by changes in City, state or federal law, or their implementing regulations. Any such required modification shall automatically be incorporated into and be part of this Agreement on the effective date of such change as if fully set forth herein.
- Q. Status of Parties.**
- (1) The Parties agree that the status of each Party shall be that of an independent contractor to the other, and it is not intended, nor shall it be construed, that one Party or any officer, employee, agent or contractor of such Party is an employee, officer, agent, or representative of the other

Party. Nothing contained in the Agreement or documents incorporated by reference herein or otherwise creates any partnership, joint venture, or other association or relationship between the Parties. Any approval, review, inspection, direction or instruction by RTD or any party on behalf of RTD shall in no way affect either Party's independent contractor status or obligation to perform in accordance with this Agreement. Neither Party has authorization, express or implied, to bind the other to any agreements, liability, nor understanding except as expressly set forth in this Agreement.

- (2) The Local Entity and/or its designated agent(s) shall be responsible for all federal and state taxes and contributions for Social Security, unemployment insurance, income withholding tax, and other taxes measured by wages paid to employees. The Local Entity acknowledges that it and its employees are not entitled to workers' compensation benefits or unemployment insurance benefits from RTD, unless the Local Entity or a third party provides such coverage, and that RTD does not pay for or otherwise provide such coverage. The Local Entity shall provide and keep in force workers' compensation (and provide proof of such insurance when requested by RTD) and unemployment compensation insurance in the amounts required by law, and shall be solely responsible for its own actions, its employees and agents.

**R. Paragraph Headings.** The captions and headings set forth in this Agreement are for convenience of reference only and shall not be construed so as to define or limit its terms and provisions.

**S. Counterparts.** This Agreement may be executed in counterparts. Signatures on separate originals shall constitute and be of the same effect as signatures on the same original. Electronic and faxed signatures shall constitute original signatures.

[BALANCE OF PAGE INTENTIONALLY LEFT BLANK]

WHEREFORE, the Parties have entered into this Agreement as of the Effective Date.

REGIONAL TRANSPORTATION  
DISTRICT

CITY OF ENGLEWOOD

By: \_\_\_\_\_  
Phillip A. Washington  
General Manager

By: \_\_\_\_\_  
Randy P. Penn  
Mayor

ATTEST:

\_\_\_\_\_  
Loucrishia A. Ellis  
City Clerk

Approved as to legal form for RTD:

\_\_\_\_\_  
Rolf G. Asphaug  
Deputy General Counsel

**Exhibit A**  
**Description of the Services**

Span of Service:

Weekday-	6:30 AM- 6:30 PM
Saturday-	No service provided
Sunday-	No service provided
Holidays-	No service provided

Service Frequency:

Weekday	every 15 minutes
Saturday-	Not Applicable
Sunday-	Not Applicable
Holidays-	Not Applicable

Annual Revenue Hours:

Weekday-	6,120
Saturday-	Not Applicable
Sunday-	Not Applicable
Holidays-	<u>Not Applicable</u>

Total 6,120



**Exhibit C**  
**Communication and Notices – Contacts**

**For the City:**

City of Englewood  
Community Development Department  
1000 Englewood Parkway  
Englewood, Colorado 80110  
Attn: Harold Stitt  
303.762.2341

**For the RTD:**

Regional Transportation District  
1600 Blake Street  
Denver, Colorado 80202  
Attn: Bruce Abel  
303.299.2839

**Exhibit D**  
**Special Provisions**

**DRUG AND ALCOHOL TESTING PROGRAM.** The Local Entity shall require its contractor providing the Services to establish and implement a drug and alcohol testing program that complies with 49 C.F.R. Part 40 and Part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of Colorado, or the Regional Transportation District, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Part 40 and 655 and review the testing process. The Local Entity further agrees to certify annually its compliance with Part 40 and 655 before December 31st of every year and to submit the Management Information System (MIS) reports no later than February 15<sup>th</sup> of every year to the Substance Abuse Testing Department, Regional Transportation District, 1600 Blake Street, Denver, CO 80202. To certify compliance, the Local Entity will use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

## BY AUTHORITY

ORDINANCE NO. \_\_\_\_\_  
 SERIES OF 2014

COUNCIL BILL NO. 12  
 INTRODUCED BY COUNCIL  
 MEMBER OLSON

AN ORDINANCE AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT ENTITLED “COLORADO INTERNET CRIMES AGAINST CHILDREN TASK FORCE MEMORANDUM OF UNDERSTANDING (MOU)” BETWEEN THE CITY OF COLORADO SPRINGS AND MEMBER PARTIES INCLUDING THE CITY OF ENGLEWOOD, COLORADO.

WHEREAS, governments have the authority to join in agreements to fight these crimes pursuant to the Colorado Constitution, Article XX, Section 6; Colorado Constitution Article XIV, Section 18; Section 29-1-203 C.R.S., Title IV of the federal Juvenile Justice and Delinquency Prevention Act of 1974, as amended; and

WHEREAS, the mission of the Task Force shall be to: share intelligence gathered by the parties relating to internet crimes committed against children; make inter-jurisdictional arrests of suspects; conduct training; provide public education on internet safety and preventive measures; conduct joint open and undercover investigations pertaining to internet crimes against children; and

WHEREAS, internet crime against children is an ongoing problem in the City and State as well as around the world; and

WHEREAS, The Colorado Internet Crimes Against Children (COICAC) Task Force has been established to assist state and local law enforcement agencies in developing an effective response to cyber enticement and child pornography investigations; and

WHEREAS, The Colorado ICAC Task Force is governed by the National ICAC Operational and Investigative Standards (standard operating procedures), the Colorado Revised Statutes and each Agency’s policies and procedures or guidelines; and

WHEREAS, the Colorado Internet Crimes Against Children Task Force is partially funded by a grant from the Department of Justice/Office of Juvenile Justice and Delinquency Prevention to provide grant funds for training, equipment, and investigations; and

WHEREAS, City Council approved and authorized an Intergovernmental Agreement for the Internet Crimes Against Children Regional Task Force by the passage of Ordinance No. 63, Series of 2007; and

WHEREAS, City Council approved and authorized an “Intergovernmental Agreement For The Internet Crimes Against Children Regional Task Force” by the passage or Ordinance No. 58, Series of 2008; and

WHEREAS, by the passage of this ordinance the Englewood City Council authorizes the City of Englewood's participation in the "Colorado Internet Crimes Against Children Task Force Memorandum of Understanding (MOU) and acceptance of any Grant funding awarded to the Englewood.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ENGLEWOOD, COLORADO, THAT:

Section 1. The Intergovernmental Agreement For The Colorado Internet Crimes Against Children Task Force Memorandum of Understanding (MOU), attached hereto as Attachment 1, is hereby accepted and approved by the Englewood City Council.

Section 2. The Mayor is hereby authorized to sign and the City Clerk to attest and seal said Agreement for and on behalf of the City of Englewood, Colorado.

Section 3. The Colorado Internet Crimes Against Children Task Force is partially funded by a grant from the Department of Justice/Office of Juvenile Justice and Delinquency Prevention to provide grant funds for training, equipment, and investigations

Introduced, read in full, and passed on first reading on the 3rd day of March, 2014.

Published by Title as a Bill for an Ordinance in the City's official newspaper on the 7th day of March, 2014.

Published as a Bill for an Ordinance on the City's official website beginning on the 5th day of March, 2014 for thirty (30) days.

Read by title and passed on final reading on the 17th day of March, 2014.

Published by title in the City's official newspaper as Ordinance No. \_\_\_\_, Series of 2014, on the 21st day of March, 2014.

Published by title on the City's official website beginning on the 19th day of March, 2014 for thirty (30) days.

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Randy P. Penn, Mayor

ATTEST:

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Loucrishia A. Ellis, City Clerk

I, Loucrishia A. Ellis, City Clerk of the City of Englewood, Colorado, hereby certify that the above and foregoing is a true copy of the Ordinance passed on final reading and published by title as Ordinance No. \_\_\_\_, Series of 2014.

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Loucrishia A. Ellis

**COLORADO INTERNET CRIMES AGAINST CHILDREN TASK FORCE  
MEMORANDUM OF UNDERSTANDING (MOU)**

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**MISSION**

The Internet Crimes Against Children (ICAC) Task Force program has been established to assist state and local law enforcement agencies in developing an effective response to cyber enticement and child pornography investigations. This support encompasses investigative, prosecutorial and forensic components, training and technical assistance, victim services, prevention and community education.

**COLORADO ICAC TASK FORCE**

The Colorado Internet Crimes Against Children (COICAC) Task Force is committed to the protection of children. The COICAC Task Force is partially funded by a grant from the Department of Justice/Office of Juvenile Justice and Delinquency Prevention and grant funds may be provided for training, equipment and investigations. The City of Colorado Springs Police Department (hereinafter referred to as the "City") is the grant holder and lead task force agency. All participating agencies, defined as Affiliate Agencies (hereinafter referred to as "Agency"), acknowledge that the Colorado ICAC Task Force is governed by the National ICAC Operational and Investigative Standards (standard operating procedures), the Colorado Revised Statutes and each Agency's policies and procedures or guidelines. Each Agency will adhere to these minimum standards. This Memorandum of Understanding ("MOU") is not intended to infringe on the ongoing investigations of any Agency.

**DIRECTION**

The Agency agrees to the following:

1. Adopt and comply with the National ICAC Operational and Investigative Standards ("Exhibit A"); and,
2. Investigate any Cybertips supplied by the National Center for Missing and Exploited Children (NCMEC) that occur in the Agency's jurisdiction and notify the City of the outcome of the investigation; and,
3. Participate in training of Agency Task Force members when Agency resources allow; and,
4. Cooperate in joint or national investigations when Agency resources permit; and,
5. When physically conducting an investigation in another jurisdiction other than the Agency's shall be accompanied by a law enforcement officer of the jurisdiction in which the investigation is occurring; and,
6. Attend COICAC Task Force meetings when Agency resources allow; and,
7. Submit the monthly report by the 10<sup>th</sup> of each month to the CSPD; and,
8. Deconflict any Internet Protocol address, online identity, suspect information or any critical data involving an ICAC related investigation with a deconfliction tool (RoundUp, ICAC Child Online Protection Service/aka Fairplay, TLO) prior to beginning an investigation and/or executing a search warrant; and,

**COLORADO INTERNET CRIMES AGAINST CHILDREN TASK FORCE  
MEMORANDUM OF UNDERSTANDING (MOU)**

- 9. Appoint one person to serve as the primary point of contact for the Agency; and,
- 10. Appoint one person to supervise ICAC investigations; and,
- 11. [AGENCY] is responsible and liable for the acts and omissions of its own officers, agents or employees in connection with the performance of their official duties under this MOU. For tort liability purposes, no participating agency shall be considered the agent of other participating agencies. Each participating agency shall be liable (if at all) only for the torts of its own officers, agents or employees that occur within the scope of their official duties.

This MOU shall be effective on the date the Agency is accepted to the COICAC Task Force and upon execution of the MOU. This MOU shall remain in effect until cancelled by either party upon written notification.

<b>AGENCY NAME</b>	City of Englewood, Colorado
<b>CHIEF EXECUTIVE</b>	Gary Sears, City Manager
<b>ADDRESS</b>	3615 S. Elati St, Englewood, CO 80110
<b>CONTACT NUMBERS</b>	303 762-2393
<b>AGENCY CONTACT</b>	Joseph Fowler
<b>AGENCY SUPERVISOR</b>	Christian Contos

*Having read the operational guidelines, I request that my agency become affiliated with the COICAC Task Force and I agree to the MOU terms.*

\_\_\_\_\_  
**SIGNATURE**  
 Randy P. Penn, Mayor

\_\_\_\_\_  
**DATE**

COICAC TASK FORCE ADMINISTRATION USE ONLY	
<b>DATE:</b>	<b>STATUS:</b>
<b>COMMENTS:</b>	

BY AUTHORITY

ORDINANCE NO. \_\_\_\_\_  
SERIES OF 2014

COUNCIL BILL NO. 13  
INTRODUCED BY COUNCIL  
MEMBER McCASLIN

AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT (IGA) ENTITLED "LICENSING AGREEMENT REGARDING DENVER REGIONAL AERIAL PHOTOGRAPHY PROJECT" BETWEEN THE DENVER REGIONAL COUNCIL OF GOVERNMENTS AND THE CITY OF ENGLEWOOD, COLORADO FOR THE CITY'S PARTICIPATION IN THE DENVER REGIONAL AERIAL PHOTOGRAPHY PROJECT (DRAPP).

WHEREAS, the Denver Regional Aerial Photography Project will provide the City with updated digital aerial photography of the DRCOG region to participating members; and

WHEREAS, the cost is substantially less than if the City were to undertake such an aerial photography project itself; and

WHEREAS, the cost to Englewood will not exceed \$3,000 and will be shared between Community Development, Utilities, Wastewater and Public Works Departments of the City of Englewood; and

WHEREAS, for the purposes of mapping and analysis, project planning and engineering, and infrastructure management it is imperative that the imagery be updated every two years, in order to effectively track real world changes on the ground; and

WHEREAS, the updated photography is critical in keeping the City's geographic information system (GIS), permit tracking system (Trakit), water and wastewater utilities mapping up-to-date; and

WHEREAS, the Englewood City Council authorized an Licensing Agreement Regarding Denver Regional Council of Governments for Englewood's participation in the Denver Regional Aerial Photography Project (DRAPP) by the passage of Ordinance No. 17, Series of 2008; and

WHEREAS, the passage of this Ordinance will permit the City of Englewood to participate in the DRCOG sponsored Denver Regional Aerial Photography Project;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ENGLEWOOD, COLORADO, AS FOLLOWS:

Section 1. The City Council of Englewood, Colorado, hereby approves the Intergovernmental Agreement entitled "Licensing Agreement By and Between the Denver Regional Council of Governments and the City of Englewood for Denver Regional Aerial Photography Project"

authorizing the City's participation in the Denver Regional Aerial Photography Project (DRAPP), a copy of which is attached hereto as Exhibit A.

Section 2. The Mayor is hereby authorized to sign and the City Clerk to attest said Intergovernmental entitled "Licensing Agreement By and Between the Denver Regional Council of Governments and the City of Englewood for Denver Regional Aerial Photography Project" for and on behalf of the City of Englewood.

Introduced, read in full, and passed on first reading on the 3rd day of March, 2014.

Published by Title as a Bill for an Ordinance in the City's official newspaper on the 7<sup>th</sup> day of March, 2014.

Published as a Bill for an Ordinance on the City's official website beginning on the 5th day of March, 2014 for thirty (30) days.

Read by title and passed on final reading on the 17th day of March, 2014.

Published by title in the City's official newspaper as Ordinance No. \_\_\_\_, Series of 2014, on the 21st day of March, 2014.

Published by title on the City's official website beginning on the 19th day of March, 2014 for thirty (30) days.

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Randy P. Penn, Mayor

ATTEST:

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Loucrishia A. Ellis, City Clerk

I, Loucrishia A. Ellis, City Clerk of the City of Englewood, Colorado, hereby certify that the above and foregoing is a true copy of the Ordinance passed on final reading and published by title as Ordinance No. \_\_\_\_, Series of 2014.

---

Loucrishia A. Ellis

**LICENSING AGREEMENT BY AND BETWEEN THE  
DENVER REGIONAL COUNCIL OF GOVERNMENTS**  
1290 Broadway, Suite 700  
Denver, Colorado 80203  
(DRCOG)

and

**CITY OF ENGLEWOOD**  
1000 Englewood Parkway  
Englewood, Colorado 80110  
(PARTNER)

for

**DENVER REGIONAL AERIAL PHOTOGRAPHY PROJECT**

Project Number: 820014

Agreement Number: RV14006

**RECITALS**

WHEREAS, the parties desire to cooperate in the acquisition, preparation, use, and distribution of digital orthoimagery (hereinafter referred to as the "Product") developed through the Denver Regional Aerial Photography Project (hereinafter referred to as "DRAPP" or "Project" interchangeably).

WHEREAS, the Partner is a governmental or public service entity.

NOW THEREFORE, the parties hereto mutually agree as follows:

**1. Purposes**

The purposes of this Agreement are to define the rights and obligations of the parties with respect to the Product and to protect and control the rights, reproduction, and resale of the Product. For purposes of this Agreement, current Product shall mean the version released as part of the most current Project, and past Product shall mean those versions of the Product that have since been replaced with a current Product version or those versions that are more than two years old. Current and past Products may be referred to collectively as "Product."

**2. Term**

The term of this Agreement shall be from the date of execution of this Agreement and shall be valid as long as the entity is using the Product.

**3. Partner Participation**

The Partner will be notified by DRCOG of planned Projects, which typically occur every two (2) years. At that time, the Partner will be asked to submit a Letter of Intent to participate in the current Project. The Partner will also be asked to commit funds as appropriate in its Letter of Intent. If the Partner chooses not to participate in the current Project, it should not submit a Letter of Intent. Following receipt of the Partner's Letter of Intent and upon completion of updated financial projections,

DRCOG will invoice the Partner for its portion of the current Project costs, in accordance with Section 5. In the event that enough local Partner funds are not collected in order to fund the Project, DRCOG may choose not to continue with the current Project. The Partner can continue to use the past Product in accordance with the terms of this Agreement.

#### **4. Termination**

If through any cause, either party should fail to fulfill in a timely and proper manner its obligations under this contract or violate any of the covenants or stipulations in this Agreement, the wronged party has the right to terminate this contract by giving sixty (60) days written notice to the other party of such termination. If DRCOG is at fault in this instance, the Partner will be refunded any payments received for the current Product. If the Partner is at fault, the Partner will return all copies of the current Product in its possession.

#### **5. Payment and License**

In consideration for the payment to DRCOG of the license fee set forth in the Partner's Letter of Intent to participate in DRAPP, DRCOG grants the Partner a non-exclusive, non-transferable license to the Product to be used strictly and only in accordance with the provisions stated in this Agreement. If the Partner participates in the latest Project, the Partner will receive the current Product (in an electronic format determined by DRCOG) for the geographical area it has specified. If the Partner is unable or chooses not to participate in the current Project, it shall not receive the current Product but may continue to use the past Product in accordance with the terms of this Agreement.

DRCOG shall provide an invoice to the Partner for the fee due (in part or in full) in accordance with Partner's Letter of Intent. Partner shall remit the undisputed invoiced amount within thirty (30) days after receipt of an invoice.

#### **6. Use of Product**

##### **a. Past DRAPP Products**

##### **i) Permitted Use**

- (1) The Partner may use the Product that they have purchased to meet the goals and objectives of their organization.
- (2) Derivative images based on the Product may be displayed on the Partner's website as long as they are not publicly available for download.
- (3) The Web Mapping Service ("WMS") may be used in the Partner's web maps as view-only to the public.
- (4) Past Product may be distributed freely to the public, with the exception of WMS as provided herein.

##### **ii) Restricted Use**

- (1) The Partner shall never sell the Product without the written consent of DRCOG.

##### **b. Current Product**

##### **i) Permitted Use**

- (1) The Partner may use the current version of the Product only to meet the goals and objectives of its governmental activities.

- (2) Contractors engaged by the Partner providing contractual services directly to the Partner may use the current version of the Product in order to fulfill these contractual services, so long as there is written agreement between the Partner and the Contractor that the Product will not be utilized by the Contractor for any other purpose.
  - (3) Derivative images based on the Product may be displayed on the Partner's internet site and derivative images may be further used, copied, and displayed to meet the goals and objectives of its governmental activities, which activities may include provision of governmental services for or on behalf of participating public entities. However, partner may not distribute physical copies of DRAPP imagery tiles.
  - (4) The Web Mapping Service ("WMS") may be used in the Partner's web maps as view-only to the public.
- ii) Restrictions on Use
- (1) Outside of the Permitted Uses listed above, the Partner shall not permit access to the current Product by third parties unless authorized in writing by DRCOG.
  - (2) The Current Product is considered proprietary for a period of two years following product release. After two years, the Product is categorized as a Past Product Version.

**7. Product Resale**

- a. The Partner shall not resell the Product (current or past versions).
- b. The Partner authorizes DRCOG to sell the Product and any Product derivations through DRCOG's authorized reseller.
- c. The Partner authorizes DRCOG to collect proceeds from sales of the Product and any Product derivations and to hold and use this money for any future projects or purposes authorized to DRCOG.
- d. Whenever applicable, the Partner agrees to direct purchase requests for the Product to DRCOG or DRCOG's authorized reseller(s).

**8. Limited Warranty and Remedy**

- a. Limited Warranty
  - i) DRCOG shall use its best efforts to ensure that the Product is delivered free of physical defect.
  - ii) DRCOG disclaims any other warranties, express or implied, respecting these terms and conditions or the Product.
- b. Remedy
  - i) Partner's sole and exclusive remedy for breach of this limited warranty will be to return the Product within 60 days of receipt.
  - ii) DRCOG shall, at its discretion, replace the Product or repair the Product and return it to the Partner.

**9. Assignment and Transfer**

Partner shall not disclose, lease, sell, distribute, make, transfer or assign the Product or engage in any other transaction which has the effect of transferring the right of use or part of the Product without the prior written consent of DRCOG, except as noted in Section 6 above.

**10. Liability**

Without waiving the privileges and immunities conferred by the Colorado Governmental Immunity Act, Section 24-10-101 *et seq.*, C.R.S., each party shall be responsible for any claims, damages, demands or suits arising out of its own negligence.

DRCOG shall not be liable for any activity involving the Product with respect to the following:

- a. The fitness of the Product for a particular purpose.
- b. The use or interpretation of the Product, or the results obtained.

**11. Colorado Law to Govern**

This Agreement shall be governed by and construed in accordance with the substantive and procedural laws of the State of Colorado.

**12. No Continuing Waiver**

The waiver of any default by either party or the failure to give notice of any default shall not constitute waiver of any subsequent default or be deemed to be a failure to give notice with respect to any subsequent default. Waiver of the breach of any provision of this Agreement shall not be construed to be a modification of the terms of this Agreement unless stated to be such in writing and signed by authorized representatives of both parties.

**13. Governmental Immunity**

Notwithstanding any other provision of this Agreement to the contrary, no term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the Colorado Governmental Immunity Act, Section 24-10-101 *et seq.*, C.R.S., as now or hereafter amended. The parties understand and agree that liability for claims for injuries to persons or property arising out of the negligence of either party, their departments, institutions, agencies, boards, officials, and employees are controlled and limited by the provisions of Section 24-10-101 *et seq.*, C.R.S., as now or hereafter amended.

**14. Invalid/Unenforceable Provision(s)**

If any term or provision of this Agreement or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this agreement shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced as written to the fullest extent permitted by law.

**15. Integration and Amendment**

This Agreement represents the entire agreement between the parties, and there are no oral or collateral agreements or understandings. No subsequent notation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a writing executed and approved by both parties.

**16. Authority.**

The undersigned signatories of Partner represent that they have been duly authorized to execute this Agreement and have full power and authority to bind

Partner to the terms and conditions hereof, and certify that their signatures below, whether handwritten, electronic, or digital or submitted by facsimile or electronic mail are their own. Partner further understands and agrees that no further certification authority or third party verification is necessary to validate any signature hereto and that the lack of such certification or verification will not in any way affect the enforceability of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ and acknowledge that electronic or digital signatures hereto are the legally binding equivalent to handwritten signatures.

**DENVER REGIONAL COUNCIL  
OF GOVERNMENTS  
"DRCOG"**

**CITY OF ENGLEWOOD  
"PARTNER"**

By: \_\_\_\_\_  
Executive Director

By: \_\_\_\_\_  
Randy P. Penn, Mayor

ATTEST:

ATTEST:

By: \_\_\_\_\_  
Administrative Officer

By: \_\_\_\_\_  
Loucrishia A. Ellis  
City Clerk

March \_\_\_\_, 2014

Denver Regional Council of Governments  
ATTN: Roberta Cole, Contracts Department  
1290 Broadway, Suite 700  
Denver, CO 80203.

Re: Intent to Participate in the 2014 Denver Regional Aerial Photography Project

Attention: Roberta Cole, Contracts Department

Please accept this letter as notification of the City of Englewood's commitment to participate in the 2014 Denver Regional Aerial Photography Project (DRAPP).

The City of Englewood is willing to commit an amount not to exceed \$3,000.00 to this project.

We understand that this fee will provide us with this imagery to support the goals and objectives of our business activities, subject to the terms and conditions of the DRAPP License Agreement.

Sincerely,

Randy Penn, Mayor

## COUNCIL COMMUNICATION

<b>Date:</b> March 17, 2014	<b>Agenda Item:</b> 9 c i	<b>Subject:</b> Contract Extension for Transit Shuttle Services
<b>Initiated By:</b> Community Development Department	<b>Staff Source:</b> Harold J. Stitt, Senior Planner	

### PREVIOUS COUNCIL ACTION

Council approved, an Intergovernmental Agreement (IGA) between the City and the Regional Transportation District (RTD) for funding of the Englewood Circulator Shuttle by Ordinance 50, Series of 2004, by Ordinance 66, Series of 2007, by Ordinance 10, Series of 2008, by Ordinance 8, Series of 2009, by Ordinance Number 4 Series of 2010, Ordinance 5, Series of 2011, by Ordinance 9, Series of 2012, and by Ordinance 3, Series of 2013. Council approved by Motion, in August 2004, a contract for transit services with Laidlaw Transit Services and subsequently extended this contract by Resolution No. 87, Series of 2005, by Resolution No. 77, Series of 2006, by Motion on December 3, 2007, by Motion on March 3, 2008, by Motion on April 6, 2009. Council approved by Motion on December 21, 2009, a contract for transit services with MV Transportation, Inc., and subsequently extended this contract by Motion on February 22, 2011, by Motion on March 5, 2012, and by Motion on February 4, 2013.

### RECOMMENDED ACTION

Staff recommends Council approve, by Motion, an agreement between the City of Englewood and MV Public Transportation, Inc. for 2014 management, operation, and maintenance of the art shuttle. The contract amount is \$268,729.20

### BACKGROUND AND ANALYSIS

In 2009, after five years of art shuttle service, the Community Development Department reissued a Request for Proposals (RFP) for management, operation, and maintenance of the shuttle. In 2010, the contract for art shuttle management, operation, and maintenance was awarded to MV Transportation. This contract included the option of four one-year extensions. This contract is the fourth and final extension and will provide for all vehicles and operational components of the art Shuttle for calendar year 2014. Fuel will be supplied by the City with reimbursement by RTD.

### FINANCIAL IMPACT

This contract is for the operation of art Shuttle services in the amount of \$268,729.20. RTD will reimburse the City the contract and fuel costs less the lost fare amount. The lost fare amount is equivalent to the fare capture rate times the percentage of riders that would not have had a RTD pass or a transfer from another RTD service, had the art operated as a fare service charging the standard RTD full fare. The calculated lost fare amount for 2014 will be \$59,838. This lost fare amount is included in the approved 2014 Community Development Department budget. The contract continues the same level of service operating Monday through Friday, 6:30 am to 6:30 pm at no cost to riders.

### ATTACHMENTS

Contract

## Transit Shuttle Services Operations Contract

This Contract is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2014, by and between the City of Englewood, a Colorado Municipal Corporation (City), and MV Public Transportation Inc., a California Corporation whose address is 5910 N Central Expressway, Suite 1145, Dallas, TX 75206 (MV).

WHEREAS, The purpose of this contract is to implement various transportation services and improvements to reduce dependency on the single occupant automobile, facilitate movement of traffic to and within the commercial areas of the City of Englewood and to minimize traffic congestion in the shuttle area.

WHEREAS, The City desires to engage MV to provide said Transit Shuttle Management, Operations, and Maintenance services.

NOW, THEREFORE, in consideration of the mutual covenants and stipulations hereinafter set forth, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Purpose:** The purpose of this Contract is to set forth all of the terms and conditions agreed upon between the Parties by which MV shall provide to the City: transit management, operations, and maintenance services, as provided herein. MV shall perform such services as set forth in this contract using that degree of care, skill, and knowledge employed by leading contractors in the field of transit management and operations in the United States.
2. **Scope of Services:** This Contract incorporates the requirements, conditions, obligations and promises of the City's "Notice Inviting Proposals For A Circulator Shuttle In The City Of Englewood, Colorado", dated September 18, 2009 and the "Proposal to Provide Management, Operation and Maintenance Services for the art shuttle in the City of Englewood, Colorado" by MV Public Transportation, Inc., dated October 12, 2009.
3. **Independent Contractor:** The City hereby contracts with MV to provide the shuttle services described herein within the City of Englewood as an independent contractor and not as an agent of the City.
4. **Quality of Service:** MV acknowledges that, through the provision of services, the City desires to provide to their citizens a high quality of service in the operation and maintenance of this shuttle system. MV agrees to supply the shuttle services described in paragraph two, above, in a safe, efficient, and professional manner.
5. **Compensation:** Compensation for 2014 shall be an amount not to exceed \$268,729.20. In subsequent years MV will be compensated according to the following rate schedule:

January 1, 2011 – December 31, 2011	\$42.49 per revenue service hour
January 1, 2012 – December 31, 2012	\$43.01 per revenue service hour
January 1, 2013 – December 31, 2013	\$43.32 per revenue service hour
January 1, 2014 – December 31, 2014	\$43.91 per revenue service hour

Note 1: The rates above do not include costs for Professional Liability Insurance as the parties have agreed to remove this requirement from this Contract.

Note 2: The rates above are based upon an estimated volume of 6,120 annual revenue hours (12 revenue hours each bus using 2 buses per day for 255 days per year) unless otherwise agreed upon.

Note 3: For purposes of this Contract, revenue service hours shall be calculated from arrival at the first shuttle pick-up location to the departure from the last shuttle drop-off location.

6. **Term:** This Contract shall be for a term of twelve months commencing upon January 1, 2014 and ending at midnight, December 31, 2014.
7. **Applicable Law:** The parties agree this Contract shall be governed by and construed in accordance with the law of the State of Colorado. The venue for any litigation shall be Arapahoe County, Colorado.
8. **Termination:** In addition to any other rights provided herein, the City shall have the right, at any time and in its sole discretion, to terminate, not for cause, in whole or in part, this Contract and further performance of the services by delivery to MV of written Notice of Termination specifying the extent and effective date of termination.
9. **Amendments:** All changes to this Contract shall be in writing and executed by the authorized officials of the Parties. In the event a change in this Contract is anticipated to cause an increase or decrease in the annual revenue service hours or in the Operating Expenses hereunder, the Contractor and the City agree to negotiate an increase or decrease in the contracted amount of compensation. In the event any Federal, State, or local law, rule, regulation or ordinance becomes operative during the term of this Contract that has the effect of increasing MV's operating costs, to include, but not limited to, laws, rule, regulations, or ordinances pertaining to environmental protection or climate change, such as carbon credits, or new taxes imposed based on energy consumption; changes in the Americans With Disabilities Act; or government mandated increases to employee wages and/or benefits, to include health care benefits, City and MV shall meet to discuss the impact of these unanticipated additional costs and negotiate an equitable adjustment to MV's rates. In the event City and MV are unable to agree on the amount of the equitable rate adjustment, MV may terminate this contract for convenience.
10. **Assignment:** MV shall not assign its performance of this contract without the prior written consent of the City. Any attempt by the contractor to assign any performance of this contract without such consent shall be null and void.
11. **Subject to Annual Appropriation:** Any provision of this agreement or its attachments which impose upon the City, directly or indirectly, any financial obligation whatsoever to be performed or which may be performed in any fiscal year subsequent to the year of execution of this agreement is expressly made contingent upon and subject to funds for such financial obligation be appropriated, budgeted and otherwise made available.

12. **Verification of Compliance with C.R.S. 8-17.5-101 ET.SEQ. Regarding Hiring of Illegal Aliens:**

(a) **Employees, Consultants and Sub-consultants:** Consultant shall not knowingly employ or contract with an illegal alien to perform work under this Contract. Consultant shall not contract with a sub-consultant that fails to certify to the Consultant that the sub-consultant will not knowingly employ or contract with an illegal alien to perform work under this Contract. [CRS 8-17.5-102(2)(a)(I) & (II).]

(b) **Verification:** Consultant will participate in either the E-Verify program or the Department program, as defined in C.R.S. 8-17.5-101 (3.3) and 8-17.5-101 (3.7), respectively, in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services. Consultant is prohibited from using the E-Verify program or the Department program procedures to undertake pre-employment screening of job applicants while this contract is being performed.

(c) **Duty to Terminate a Subcontract:** If Consultant obtains actual knowledge that a sub-consultant performing work under this Contract knowingly employs or contracts with an illegal alien, the Consultant shall;

(1) notify the sub-consultant and the City within three days that the Consultant has actual knowledge that the sub-consultant is employing or contracting with an illegal alien; and

(2) terminate the subcontract with the sub-consultant if, within three days of receiving notice required pursuant to this paragraph the sub-consultant does not stop employing or contracting with the illegal alien; except that the Consultant shall not terminate the contract with the sub-consultant if during such three days the sub-consultant provides information to establish that the sub-consultant has not knowingly employed or contracted with an illegal alien.

(d) **Duty to Comply with State Investigation:** Consultant shall comply with any reasonable request of the Colorado Department of Labor and Employment made in the course of an investigation by that the Department is undertaking pursuant to C.R.S. 8-17.5-102 (5)

(e) **Damages for Breach of Contract:** The City may terminate this contract for a breach of contract, in whole or in part, due to Consultant's breach of any section of this paragraph or provisions required pursuant to CRS 8-17.5-102. Consultant shall be liable for actual and consequential damages to the City in addition to any other legal or equitable remedy the City may be entitled to for a breach of this Contract under this Paragraph 12.

13. **Drug and Alcohol Testing Program:** The City shall require its contractor providing the Services to establish and implement a drug and alcohol testing program that complies with 49 C.F.R. Part 40 and Part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of Colorado, or the Regional Transportation District, to inspect the facilities and

records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Part 40 and 655 and review the testing process. The Local Entity further agrees to certify annually its compliance with Part 40 and 655 before December 31st of every year and to submit the Management Information System (MIS) reports no later than February 15<sup>th</sup> of every year to the Substance Abuse Testing Department, Regional Transportation District, 1600 Blake Street, Denver, CO 80202. To certify compliance, the Local Entity will use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.



## COUNCIL COMMUNICATION

<b>Date:</b> March 17, 2014	<b>Agenda Item:</b> 9 c ii	<b>Subject:</b> Award of a Construction Contract for Concrete Utility Program 2014
<b>Initiated By:</b> Department of Public Works	<b>Staff Source:</b> Dave Henderson, Deputy Public Works Director Larry Nimmo, Field Operations Administrator	

### COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

- On May 5, 1997, City Council approved Ordinance No. 36, Series 1997, creating a Concrete Utility and Concrete Utility Enterprise Fund (EMC Chapter 8, Title 12).
- On April 2, 2012, City Council approved a motion to award a construction contract for the 2012 Concrete Utility Program to NORAA Concrete Construction. The contract documents included a provision to extend the contract for up to three years.
- On November 19, 2012, City Council approved Resolution No. 87, Series 2012, establishing fees for the Concrete Utility.
- On April 1, 2013, City Council approved a motion to extend the NORAA Concrete Construction contract for the 2013 Concrete Utility Program.

### RECOMMENDED ACTION

Staff recommends that City Council approve, by motion, an extension of the 2012 construction contract for **Concrete Utility 2014** in the amount of **\$420,240.45** to **NORAA Concrete Construction Corp.**, and authorize the Director of Public Works to execute the contract.

### BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

Section 11-3B-1 of the Municipal Code specifies that it is the responsibility of every property owner to maintain the concrete curbs, gutters, and sidewalks adjacent to their property. An option available to property owners is to participate in the Concrete Utility. The Concrete Utility provides a funding mechanism for concrete repair at a reasonable cost (\$9.99 per quarter for a typical residential property) and a convenient way to pay (96% of the fees are collected through the water/sewer billing system). The City contributes its share of the fees just like any private owner.

In 2012, the City advertised and received five bids for annual concrete replacement project. NORAA Concrete Construction submitted the lowest responsive bid. The bid documents included a provision, at our option, to extend the contract for up to three years. This proposed extension will be the second year of that extension.

NORAA Concrete has submitted unit prices for 2014 (see attached letter). The overall proposed increase is 8.9%. See the attached letter from NORAA regarding price increases in the local market. Staff finds the proposed cost increase to be fair and reasonable.

NORAA's performance on the 2012 and 2013 Concrete Projects was excellent. They completed the work in an efficient manner and minimized impacts to our residents during construction. With Council approval, the City will be able to take advantage of quality work and favorable prices.

Concrete Utility 2014 is scheduled for construction during the spring and summer of 2014.

## **FINANCIAL IMPACT**

Estimated Construction costs for the 2014 project are as follows:

Construction contract	<b>\$420,240.45</b>
Contingency for unidentified work	<u>77,759.55</u>
Total Estimated 2014 Construction Cost	<b>\$498,000.00</b>

\$498,000 is budgeted for construction in the 2014 Concrete Utility.

## **LIST OF ATTACHMENTS**

NORAA letter regarding 2014 pricing  
Contract



39673 E 160<sup>th</sup> Ave Keenesburg, CO 80643 office 303-637-9233 fax 303-637-9470

February 25, 2014

Larry Nimmo  
Field Operations Administrator  
City of Englewood  
1000 Englewood Pkwy  
Englewood, CO 80110

RE: Extension of the 2012 Concrete Utility Contract

Dear Mr. Nimmo,

Attached is our 2014 pricing for the Extension of the 2012 Concrete Utility Contract. As you will see there have been price increases; below are the unit price increases for major contract items

- Concrete 12.90%  
nets an overall increase to the contract of 2.87%
  - Asphalt 5.24%  
(asphalt material increase of .7% and trucking increase of 12.0%)  
nets an overall increase to the contract of .03%
  - Traffic Control Subcontractor 30.0%  
nets overall increase to contract of 1.58%
  - Increases in Overhead  
(unemployment insurance, workers comp insurance,  
fuel, toll fees, etc) 3.0%
  - Increases in miscellaneous materials  
(disposal fees, aggregates, rebar, steel, form materials, etc.) 1.41%
- Overall Increase to Contract 8.9%**

The overall increase to the total contract is not more than 8.9% above 2013 contract unit pricing.

If you have questions or concerns, please feel free to contact us.

Sincerely,

Lori Kaiser  
Secretary / Treasurer

## CONTRACT

### CITY OF ENGLEWOOD, COLORADO

THIS CONTRACT and agreement, made and entered into this 17<sup>th</sup> day of March, 2014, by and between the City of Englewood, a municipal corporation of the State of Colorado hereinafter referred to as the "City", and **Noraa Concrete Construction Corp.**, whose address is **39673 E 160<sup>th</sup> Ave, Keenesburg, CO 80643**, ("Contractor"), commencing on the 16<sup>th</sup> day of January, 2014 the City exercised its option to extend the original contract dated April 2nd, 2012 pursuant to Special Condition 2.32 for furnishing all labor, tools, supplies, equipment, materials and everything necessary and required for the following:

**PROJECT: 2014 Concrete Utility Project**

WHEREAS, the letter of extension of the 2012 contract has been received by the Director of Public Works and forwarded to the Mayor and City Council with a recommendation that a contract for said work be awarded to the above named Contractor who was the lowest reliable and responsible bidder therefore, and

WHEREAS, pursuant to said recommendation, the Contract has been awarded to the above named Contractor by the Mayor and City Council and said Contractor is now willing and able to perform all of said work in accordance with said advertisement and his proposal.

NOW THEREFORE, in consideration of the compensation to be paid and the work to be performed under this contract, the parties mutually agree as follows:

- A. Contract Documents: It is agreed by the parties hereto that the following list of instruments, drawings and documents which are attached or incorporated by reference constitute and shall be referred to either as the Contract Documents or the Contract and all of said instruments, drawings, and documents taken together as a whole constitute the Contract between the parties hereto and they are as fully a part of this agreement as if they were set out verbatim and in full:

- Invitation to Bid
- Contract (this instrument)
- Special Provisions Insurance
- Performance Payment Maintenance Bond
- Section 1 – General Information
- Section 2 - Special Provisions
- Section 3 - General Conditions
- Section 4 – Portland Cement Concrete
- Section 5 – Placing and Finishing Concrete
- Section 6 – Site Preparation
- Section 7 – Base Course
- Section 8 – City of Englewood Construction Details

- B. Scope of Work: The Contractor agrees to and shall furnish all labor, tools, supplies, traffic control, equipment, materials and everything necessary for and required to do, perform and complete all the work described, drawn, set forth, shown and included in said Contract Documents.

- C. Terms of Performance: The Contractor agrees to undertake the performance of the work under this Contract within **ten (10) days** from being notified to commence work by the Director of Public Works, **no later than April 30, 2014**, and agrees to fully complete said work by September 1, 2013, plus such extension or extensions of time as may be granted by the Director of Public Works in accordance with the provisions of the Contract Documents and Specifications.
- D. Indemnification: The city cannot and by this Agreement/Contract does not agree to indemnify, hold harmless, exonerate or assume the defense of the Contractor or any other person or entity, for any purpose. The Contractor shall defend, indemnify and save harmless the City, its officers, agents and employees from any and all claims, demands, suits, actions or proceedings of any kind or nature including Worker's Compensation claims, in any way resulting from or arising out of this Agreement/Contract: provided, however, that the Contractor need not indemnify or save harmless the City, its officers, agents and employees from damages resulting from the sole negligence of the City's officers, agents and Employees.
- E. Termination of Award for Convenience: The City may terminate the award at any time by giving written notice to the Contractor of such termination and specifying the effective date of such termination, at least thirty (30) days before the effective date of such termination. In that event all finished or unfinished service, reports, material (s) prepared or furnished by the Contractor after the award shall, at the option of the City, become its property. If the award is terminated by the City as provided herein, the Contractor will be paid that amount which bears the same ratio to the total compensation as the services actually performed or material furnished bear to the total services/materials the successful firm agreed to perform under this award, less payments of compensation previously made. If the award is terminated due to the fault of the Contractor the clause relating to termination of the award for cause shall apply.
- F. Termination of Award for Cause: If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations or if the Contractor shall violate any of the covenants, agreements or stipulations of the award, the City shall have the right to terminate the award by giving written notice to the Contractor of such termination and specifying the effective date of termination. In that event, all furnished or unfinished services, at the option of the City, become its property, and the Contractor shall be entitled to receive just, equitable compensation for any satisfactory work documents, prepared completed or materials as furnished.

Notwithstanding the above, the Contractor shall not be relieved of the liability to the City for damages sustained by the City by virtue of breach of the award by the Contractor and the City may withhold any payments to the Contractor for the purpose of set off until such time as the exact amount of damages due the City from the Contractor is determined.

- G. Terms of Payment: The City agrees to pay the Contractor for the performance of all the work required under this contract, and the Contractor agrees to accept as his full and only compensation therefore, such sum or sums of money as may be proper in accordance with the price or prices set forth in the Contractor's proposal attached and made a part hereof, the total estimated cost thereof being **Four Hundred Twenty Thousand Two Hundred Forty Dollars and Forty Five Cents (\$420,240.45)**

- H. Appropriation of Funds: At present, **\$ 420,240.45** has been appropriated for the project. Notwithstanding anything contained in this Agreement to the contrary, the parties understand and acknowledge that each party is subject to Article X, § 20 of the Colorado Constitution ("TABOR"). The parties do not intend to violate the terms and requirements of TABOR by the execution of this Agreement. It is understood and agreed that this Agreement does not create a multi-fiscal year direct or indirect debt or obligation within the meaning of TABOR and, notwithstanding anything in this Agreement/Contract to the contrary, all payment obligations of the City are expressly dependent and conditioned upon the continuing availability of funds beyond the term of the City's current fiscal period ending upon the next succeeding December 31. Financial obligations of the City payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of the City and applicable law. Upon the failure to appropriate such funds, this Agreement shall be deemed terminated. The City shall immediately notify the Contractor or its assignee of such occurrence in the event of such termination.
- I. Liquidated Damages: The City and Contractor recognize that time is of the essence in this Agreement because of the public interest in health and safety, and that the City will suffer financial loss, and inconvenience, if the Work is not complete within the time specified in the bid documents, plus any extensions thereof allowed in accordance with the General Conditions. They also recognize the delays, expense and difficulties involved in proving, in a legal proceeding, the actual loss suffered by the City if the Work is not complete on time. Accordingly, instead of requiring any such proof, the City and Contractor agree that as liquidated damages for delay, but not as a penalty, Contractor shall pay the City **\$250** for each day that expires after the time specified for substantial completion until the Work is complete, and **\$250** for each day that expires after the time specified for final completion until the Work is finally complete.
- J. Assignment: Contractor shall not, at any time, assign any interest in this Agreement or the other Contract Documents to any person or entity without the prior written consent of the City specifically including, but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law). Any attempted assignment which is not in compliance with the terms hereof shall be null and void. Unless specifically stated to the contrary in any written consent to an Assignment, no Assignment will release or discharge the Assignor from any duty or responsibility under the Contract Documents.
- K. Contract Binding: It is agreed that this Contract shall be binding on and inure to the benefit of the parties hereto, their heirs, executors, administrators, assigns, and successors.
- L. Contractor's Guarantee. In addition to the Contractor's Guarantee provided for in the Section 3.51 of the General Contract Conditions, the Contractor shall further guarantee that the work of the contract shall remain in good order and repair for a period of two (2) years from all causes arising from defective workmanship and materials, and to make all repairs arising from said causes during such period without further compensation, and shall guarantee the concrete curbs, gutters and sidewalks against defective workmanship and materials, and shall keep the same in good order and repair without further compensation for a period of two (2) years from and after completion and

acceptance thereof by the City. The determination of the necessity for the repair or replacement of said paving, curbs, and sidewalks or any portion thereof, shall rest entirely with the Director of Public Works, whose decision upon the matter shall be final and obligatory upon the Contractor.

**VERIFICATION OF COMPLIANCE WITH C.R.S. 8-17.5-101 ET.SEQ. REGARDING HIRING OF ILLEGAL ALIENS**

(a) **Employees, Contractors and Subcontractors:** Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract. Contractor shall not contract with a subcontractor that fails to certify to the Contractor that the subcontractor will not knowingly employ or contract with an illegal alien to perform work under this Contract. [CRS 8-17.5-102(2)(a)(I) & (II).]

(b) **Verification:** Contractor will participate in either the E-Verify program or the Department program, as defined in C.R.S. 8-17.5-101 (3.3) and 8-17.5-101 (3.7) respectively, in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this public contract. Contractor is prohibited from using the E-Verify program or the Department program procedures to undertake pre-employment screening of job applicants while this contract is being performed.

(c) **Duty to Terminate a Subcontract:** If Contractor obtains actual knowledge that a subcontractor performing work under this Contract knowingly employs or contracts with an illegal alien, the Contractor shall:

(1) notify the subcontractor and the City within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

(2) terminate the sub-contract with the subcontractor if, within three days of receiving notice required pursuant to this paragraph the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor 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 the illegal alien.

(d) **Duty to Comply with State Investigation:** Contractor shall comply with any reasonable request of the Colorado Department of Labor and Employment made in the course of an investigation by that the Department is undertaking pursuant to C.R.S. 8-17.5-102 (5).

(e) **Damages for Breach of Contract:** The City may terminate this contract for a breach of contract, in whole or in part, due to Contractor's breach of any section of this paragraph or provisions required pursuant to C.R.S. 8-17.5-102. Contractor shall be liable for actual and consequential damages to the City in addition to any other legal or equitable remedy the City may be entitled to for a breach of this Contract under this Paragraph.

IN WITNESS WHEREOF, the parties hereto have executed this Contract the day and year first written above.

CITY OF ENGLEWOOD

By: \_\_\_\_\_  
Rick Kahm, Public Works Director

Date: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
City Clerk - Loucrishia A. Ellis

Noraa Concrete Construction Corp.  
Contractor (print company name)

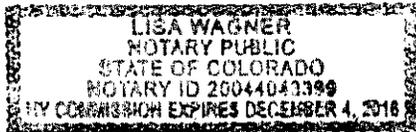
By: \_\_\_\_\_  
(Signature)  
Lori Kaiser Sec. Tre.  
(Print name and Title)

Date: 3-17-14

STATE OF Colorado  
COUNTY OF Adams ss.

On this 17<sup>th</sup> day of March, 2014, before me personally appeared Lori Kaiser, known to me to be the Secretary of Noraa Concrete Construction Corp., the corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



My commission expires: December 4, 2016

NOTARY

## BY AUTHORITY

ORDINANCE NO. \_\_\_\_\_  
 SERIES OF 2013/2014

COUNCIL BILL NO. 60  
 INTRODUCED BY COUNCIL  
 MEMBER JEFFERSON

AN ORDINANCE AMENDING TITLE 16, CHAPTERS 5, 4-C(1)(a) THROUGH (g); 5-4-C(2) AND 11-2-B, OF THE ENGLEWOOD MUNICIPAL CODE 2000 PERTAINING TO HOME OCCUPATIONS AND ALLOWING THEM IN THE R-1-A ZONE DISTRICTS.

WHEREAS, the City has the authority to regulate the use of land from the “Local Government Land Use Control Enabling Act,” C.R.S. 29-20-101 et. seq. and the Englewood Home Rule Charter, Nopro vs. Town of Cherry Hills Village, 504 P.2d 344 (1972); and

WHEREAS, the City has the authority to regulate home occupations, Christiansen vs. City Council of City of Golden, 757 P.2d 1121 (1988) and Jones vs. Board of Adjustments, 204 P.2d 560 (1949); and

WHEREAS, the City has adopted ordinances under its police power regulating the use of signs and creating a comprehensive system of sign standards to provide a balance between the right of businesses to identify themselves, the protection of the uses permitted and compatibility with the surrounding area; and

WHEREAS, there are additional limitations on home occupations in the R-1-A zone district in order to protect the special character and exclusivity of the R-1-A zone district; and

WHEREAS, restrictions on commercial speech are constitutional per Central Hudson Gas and Electric vs. P.S.C., 447 U.S. 557 (1980); and Board of Trustees vs. Fox, 492 U.S. 469 (1989), including prohibiting signs entirely; and

WHEREAS, the Planning and Zoning Commission found window signs for home occupations should be prohibited in R-1-A zone districts to protect the special character and exclusivity of the R-1-A zone district; and

WHEREAS, the Planning and Zoning Commission added to the list of prohibited uses; food preparation, manufacture of alcohol, and landscaping industries because these would:

- be more likely to have impacts on the surrounding area
- likely have too much impact on residential neighborhoods, and change the character of the area;
- have impacts that are more akin to commercial and industrial zones, that people don’t want to see in residential zones.

WHEREAS, the City Council finds the “Cottage Food Act” 25-4-1614 C.R.S. and the Nuisance Code provide sufficient safeguards against odors, and other impacts; and

WHEREAS, the Planning and Zoning Commission recommended removing the limitation of only one (1) home occupation per dwelling unit because there may be several members of a household each operating a business; and

WHEREAS, City Council has decided that registration of a home occupations is not necessary for the enforcement of this Ordinance; and

WHEREAS, City Council found that the current 300 square foot limit on a home occupation was too restrictive; and

WHEREAS, enforcement has been identified as problematic by the Police Department and the Prosecutor due to a lack of distinction between a home office and a home occupation; and

WHEREAS, the Planning and Zoning Commission felt further defining a home office and a home occupation was unnecessary; and

WHEREAS, the Planning and Zoning Commission recommended deleting the word "incidental" in favor of the word "secondary" in the introductory paragraph because the structure is still primarily a residence; and

WHEREAS, on second reading City Council modified the ordinance to remove the restriction of office use bringing R-1-A into alignment with all other zoning districts and further allowed storage in accessory structures, allowed an employee that is not a resident of the principal dwelling, and modified customer visits and deliveries.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ENGLEWOOD, COLORADO, THAT:

Section 1. The City Council of the City of Englewood, Colorado hereby authorizes amending Title 16, Chapter 5, Section 4, Subsection(C)(1)(a) entitled "*Home Occupation*" of the Englewood Municipal Code 2000, to read as follows:

[EDITORS NOTE: 16-5-4(A) and (B) contain no change and are therefore not included here]

16-5-4-C: *Accessory Uses Permitted.* Table 16-5-1.1 includes accessory uses and shows in which zoning district a specific accessory use is permitted. If an accessory use is not listed in Table 16-5-1.1, but satisfies all the general standards set forth in subsection 16-5-4.B EMC, the City Manager or designee may allow its establishment according to the procedures and criteria in Section 16-5-1.B EMC, "Unlisted Uses." In addition, all unlisted accessory uses shall be subject to compliance with the general, dimensional, and operational standards set forth in this Section 16-5-4 EMC.

1. Home Occupation. Occupations ~~customarily incidental~~ which are secondary to the principal use as a residence may be allowed when conducted in the same dwelling, provided the following standards are met:
  - a. *Districts Allowed.* Home occupations are allowed in the following districts: R-1-A, R-1-B, R-1-C, R-2-A, and R-2-B, MU-R-3-A, MU-R-3-B, MU-R-3-C, M-1, M-2, MO-2, and TSA. ~~Only one (1) home occupation shall be permitted per dwelling unit.~~ Home occupations may be permitted accessory to principal residential uses located in nonresidential districts (e.g., in a manufactured home

park located in an industrial district, in a PUD that allows residential uses, or in any residential dwelling unit otherwise approved by the City provided the home occupations complyes with all requirements of residential district home occupations herein.

i. Additional Restrictions in the R-1-A District:

(a) Within the R-1-A District, the following additional restrictions shall apply to Home Occupations.

(i) Commercial delivery services shall only be allowed between the hours of 7:00 a.m. and 9:00 p.m.

(ii) Only one (1) customer shall be allowed to visit at a time.

(iii) No exterior signage shall be allowed in the R-1-A District.

Section 2. The City Council of the City of Englewood, Colorado hereby authorizes amending Title 16, Chapter 5, Section 4, Subsections(C)(1)(b) through (g) entitled "*Home Occupation*" of the Englewood Municipal Code 2000, to read as follows:

b. *Where Allowed on Site.* The home occupation shall be operated entirely within the dwelling unit and only by the person or persons maintaining a dwelling unit therein. The home occupation shall not have a separate outside entrance. The home occupation shall not be conducted in a detached accessory structure. A detached accessory structure may be used for incidental storage.

e. ~~*Registration.* All home occupations shall register with the City.~~

c. *Sales.*

(1) On the Premises. The sale on the premises of items that have been made, grown, or prepared on the premises shall be permitted. The sale on the premises of any item that has not been made, grown, or prepared on the premises shall be prohibited.

(2) Off the Premises. Sales off the premises of such items as personal or household goods such as those products offered by Avon, Amway, Fuller Brush, Watkins, etc., shall be permitted.

d. *Operational Requirements.*

(1) No more than one assistants or employees that ~~are~~ is not a residents of the principal dwelling unit shall ~~be~~ work -employed in at the ~~home-occupation residence/dwelling unit.~~

(2) The hours and manner of such uses and the ~~noise- impacts~~ created thereby shall not interfere with the peace, quiet, or dignity of the neighborhood and adjoining properties which creates a nuisance under Title 15 of this Code.

- (3) Incidental storage shall be allowed for items made on the premises and/or sold off the premises consistent with this Section. All storage shall be indoors, including all materials, equipment, inventory and supplies.
  - (4) The home occupation, including storage of materials, equipment, inventory, and/or supplies, shall not utilize more than ~~three hundred (300)~~ square feet fifty percent (50%) of indoor space of the dwelling unit; provided, however, that this does not apply to permitted home care accessory uses.
  - (5) ~~The use of electric motors shall be limited in power, with a total limitation of one and one half (1½) horsepower, and no single unit over three fourths (¾) horsepower.~~ Only one exterior sign, up to a maximum of one (1) square foot in area, shall be allowed. The sign shall be affixed to the building, and shall be unlighted and unanimated. A Sign Permit shall be required.
  - (6) No window displays shall be allowed and no sample commodities shall be displayed outside the dwelling.
- f. *Prohibited Uses.* In no event shall any home occupation include the following business or commercial activities (except for the administrative or clerical functions related to these businesses, such as bookkeeping, marketing, and customer phone calls):
- (1) Animal hospital or kennel, animal daycare, breeders, except licensed canine and feline breeders.
  - (2) Asphalt paving business.
  - (3) Barbers, hairdressers, cosmetologists, beauticians or any activity involving the skin, hair or nails.
  - (4) Body, mechanical repair, or modification of motor vehicles.
  - (5) The sale, storage, manufacture, or assembly of guns, knives or other weapons or ammunition.
  - (6) Dump trucks.
  - (7) Restaurants.
  - (8) Towing business.
  - (9) Processes involving the dispensing, use, or recycling of hazardous or flammable substances and materials.
  - (10) Automotive vehicles sales requiring a state dealer's license.
  - (11) Medical Marijuana Centers.

- (12) Medical Marijuana-Infused Products manufacturers.
- (13) Medical Marijuana Optional Premises Cultivation Operation.
- (14) Manufacture of wine, distilled spirits, or malt beverages.
- (15) Landscaping supplies, installation, maintenance or repair.

Section 3. The City Council of the City of Englewood, Colorado hereby makes no amendments to Title 16, Chapter 5, Section 4, Subsection(C)(2) entitled “*Parking Area*” through Subsection D(2) of the Englewood Municipal Code 2000, to read as follows:

2. Parking Area.

- a. *Parking Area, (R-2-B District Only).* When an R-2-B district abuts or is adjacent to a MU-B-2 district, the parking area must be screened from the residential portion of the lot by a six foot (6') opaque fence. Side yard fences must also be provided to screen adjacent property. These fences shall also be six feet (6') in height except that, within ten feet (10') of the rear property line, the fences cannot exceed thirty inches (30") in height or be less than fifty percent (50%) open.
  - (1) The parking area shall not have a grass surface.
  - (2) Parking stops or other devices allowing snowfall maintenance must be placed in the parking area to prevent damage to the fence by vehicles.
  - (3) Provisions must be made for the collection of trash as per City ordinance.
  - (4) The minimum width of the parking area shall be fifty feet (50').
- b. *Parking Area, Surface (TSA District Only).* Surface parking areas, noncommercial and accessory to a principal use, are allowed subject to the following additional conditions:
  - (1) General. Such surface parking area shall be maintained as long as the principal permitted use is maintained, or until alternative parking is provided for such principal use.
  - (2) Location.
    - (a) An accessory surface parking area may be located within six hundred feet (600') of the lot containing the principal use, either within the TSA district or within a zone district that permits noncommercial parking lots, subject to a City-approved alternative parking plan and pursuant to the Station Area Standards and Guidelines, as applicable.
- c. *Remote Parking Areas.* Pursuant to Section 16-6-4 EMC, required parking may be provided as an accessory use within four hundred feet (400') of the principal use, either within the same district or within a district that permits

noncommercial parking lots. Such parking lots must be maintained as long as the principal permitted use is maintained, or alternate parking provided. Approval of an alternative parking plan is required (administrative process), pursuant to Section 16-6-4.D EMC. Such lots shall be paved, shall require a building permit, and shall be subject to the landscaping requirements of Section 16-6-7.M EMC.

3. *Satellite Dish Antenna.*

a. *Small Satellite Dish Antennas.* Satellite dish antennas of one (1) meter or less in diameter are permitted accessory uses in all residential and nonresidential zoning districts. Such dishes shall not be located within the public right-of-way.

b. *Large Satellite Dish Antennas.*

(1) Satellite dish antennas measuring one (1) meter or more are permitted accessory uses in all zoning districts. Any roof-mounted dishes shall submit an engineer's certificate to the City. Such dishes shall not be located within the public right-of-way.

(2) As applied only to large satellite dish antennas accessory to a principal residential use, to the maximum extent feasible, but only where there is no substantial impairment to acceptable signal quality, such antennas shall:

(a) Be located in the rear yard of the residential use; and

(b) Be screened from view from adjacent public rights-of-way; and

(c) Be of a color harmonious with their surroundings. There shall be no advertising in words or pictures, other than the manufacturer's name in small letters.

4. *Service Unit or Facility.* Service units or facilities shall be allowed as accessory uses in the MU-R-3-B district. Such uses include, but are not limited to, barber or beauty shops, gift shops, coffee shops, and dining facilities for the convenience of the tenants. Such uses shall comply with underlying zone district requirements, including the dimensional requirements set forth in Section 16-6-1 EMC.

5. *Swimming Pool.* Swimming pools are allowed as accessory uses in all districts. See Title 8 EMC.

6. *Wholesale Sales and Distribution.* Wholesale sales and distribution shall be allowed as an accessory use in MU-B-1 and MU-B-2 districts provided the principal use maintains an active retail license and is open to the public for retail trade.

D. *Prohibited Accessory Uses.*

1. *Prohibited in All Zoning Districts.* The following activities shall not be regarded as accessory to a principal use on any site and are prohibited in all zoning districts:

a. *Use of Travel Trailer or Recreational Vehicle (RV) as a Residence.* The use of a travel trailer as a residence, permanent or temporary, with the exception of a trailer

approved as a temporary use for security under Section 16-5-5 EMC, shall be prohibited in all zoning districts.

b. *Use of Motor Vehicle or Trailer for Sales, Service, Storage, or Other Business.* The use of any motor vehicle, trailer, mini-mobile storage container, or shipping container as a structure in which, out of which, or from which any goods are sold or stored, any services performed, or other businesses conducted, shall be prohibited in all zoning districts. However, this subsection shall not prohibit the following:

- (1) The sale of goods or merchandise at a City-approved or sponsored event; or
- (2) Use of a motor vehicle, trailer, or shipping or storage container in connection with an approved recycling operation; or
- (3) Use of a trailer or shipping or storage container in conjunction with construction authorized by a valid building permit; or
- (4) Use of a trailer, shipping, or storage container for the temporary loading and unloading of goods, provided that no individual trailer or container is in place longer than forty-eight (48) hours.

2. *Prohibited in Residential Zoning Districts.* The following activities shall not be regarded as accessory to a residential principal use and are prohibited in all residential (R) districts:

- a. *Automotive Repair.* Automotive repair, including engine, body, or other repair or repainting of more than one (1) vehicle at any one time owned by a person not residing at that address, regardless of whether compensation was paid for the service.
- b. *Outdoor Storage of Inoperative Vehicles.* The outdoor storage of inoperable vehicles shall comply with Title 15 EMC.
- c. *Parking of Commercial Vehicles.*
  - (1) No commercial vehicle shall be stored on public property or in the public right-of-way.

**[EDITORS NOTE:** Parking on private property issues were passed by initiative Ballot Question 2D on November 1, 2011 and can only be revised, repealed, or amended by electoral vote. (Englewood Home Rule Charter Article VI, Section 48.)

Section 4. The City Council of the City of Englewood, Colorado hereby authorizes amending Title 16, Chapter 11, Section 2, Subsection B, entitled “*Definition of Words, Terms, and Phrases*” of the Englewood Municipal Code 2000, to read as follows:

*Home Occupation:* Any use conducted entirely within a dwelling and carried on by the occupants thereof, which is clearly incidental and secondary to the primary use of the dwelling for dwelling purposes and does not change the character thereof. Such uses must meet all conditions and requirements for the particular zone in which such use is located.

[EDITORS NOTE: The remaining definitions contain no changes and are therefore not included here]

Section 3. Safety Clauses. The City Council hereby finds, determines, and declares that this Ordinance is promulgated under the general police power of the City of Englewood, that it is promulgated for the health, safety, and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The City Council further determines that the Ordinance bears a rational relation to the proper legislative object sought to be obtained.

Section 4. Severability. If any clause, sentence, paragraph, or part of this Ordinance or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction invalid, such judgment shall not affect, impair or invalidate the remainder of this Ordinance or its application to other persons or circumstances.

Section 5. Inconsistent Ordinances. All other Ordinances or portions thereof inconsistent or conflicting with this Ordinance or any portion hereof are hereby repealed to the extent of such inconsistency or conflict.

Section 6. Effect of repeal or modification. The repeal or modification of any provision of the Code of the City of Englewood by this Ordinance shall not release, extinguish, alter, modify, or change in whole or in part any penalty, forfeiture, or liability, either civil or criminal, which shall have been incurred under such provision, and each provision shall be treated and held as still remaining in force for the purposes of sustaining any and all proper actions, suits, proceedings, and prosecutions for the enforcement of the penalty, forfeiture, or liability, as well as for the purpose of sustaining any judgment, decree, or order which can or may be rendered, entered, or made in such actions, suits, proceedings, or prosecutions.

Section 7. Penalty. The Penalty Provision of Section 1-4-1 EMC shall apply to each and every violation of this Ordinance.

Introduced on first reading on the 18<sup>th</sup> day of November, 2013 and tabled.

Introduced, read in full, amended and passed as amended on first reading on the 21st day of January, 2014.

Published by Title as amended a Bill for an Ordinance in the City's official newspaper on the 24th day of January, 2014.

Published as amended a Bill for an Ordinance on the City's official website beginning on the 22nd day of January, 2014 for thirty (30) days.

A Public Hearing was held on the 3<sup>rd</sup> day of February, 2014 and was continued until February 18<sup>th</sup>, 2014.

The continued Public Hearing was held on the 18<sup>th</sup> day of February, 2014.

Read by title, amended and passed as amended on the 3rd day of March, 2014.

Published by Title as an amended Bill for an Ordinance in the City's official newspaper on the 7<sup>th</sup> day of March, 2014.

Published as an amended Bill for an Ordinance on the City's official website beginning on the 5th day of March, 2014 for thirty (30) days.

Read by title as amended and passed as amended on final reading on the 17th day of March, 2014.

Published by title as amended in the City's official newspaper as Ordinance No. \_\_\_\_, Series of 2014, on the 21st day of March, 2014.

Published by title as amended on the City's official website beginning on the 19th day of March, 2014 for thirty (30) days.

This Ordinance shall take effect thirty (30) days after publication following final passage.

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Randy P. Penn, Mayor

ATTEST:

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Loucrishia A. Ellis, City Clerk

I, Loucrishia A. Ellis, City Clerk of the City of Englewood, Colorado, hereby certify that the above and foregoing is a true copy of the Ordinance passed on final reading and published by title as Ordinance No. \_\_\_\_, Series of 2014.

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Loucrishia A. Ellis

## BY AUTHORITY

ORDINANCE NO. \_\_\_\_\_  
 SERIES OF 2014

COUNCIL BILL NO. 14  
 INTRODUCED BY COUNCIL  
 MEMBER WILSON

AN EMERGENCY ORDINANCE CREATING A MORATORIUM ON THE  
 ESTABLISHMENT OF ANY NEW MEDICAL MARIJUANA BUSINESS WHICH  
 MANUFACTURES OR CULTIVATES MEDICAL MARIJUANA.

WHEREAS, the Englewood City Council received complaints concerning posting and criteria for businesses which manufacture or cultivate medical marijuana at the meeting of February 18, 2014; and

WHEREAS, Council made a motion to implement an emergency ordinance creating a moratorium on the establishment of medical marijuana businesses which manufacture or cultivate medical marijuana; and

WHEREAS, Council desires a six month moratorium on any future applications for any Medical Marijuana businesses which manufacturer or cultivate medical marijuana to evaluate the City's current posting requirements and criteria for such businesses; and

WHEREAS, staff will evaluate this information and forward it on to the Englewood Liquor and Marijuana Licensing Authority for recommendations ultimately to City Council; and

WHEREAS, the moratorium allows the two current applicants for the Medical Marijuana Optional Premises Cultivation licenses to be reviewed by the Englewood Liquor and Medical Marijuana Licensing Authority; and

WHEREAS, if the Englewood Liquor and Medical Marijuana Authority finds that the current applicants for the Medical Marijuana Optional Premises Cultivation Licenses were posted incorrectly, they will be allowed to correct the posting immediately.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ENGLEWOOD, COLORADO, THAT THERE SHALL BE A MORATORIUM FOR THE MEDICAL MARIJUANA OPTIONAL PREMISES CULTIVATION LICENSES.

Section 1. An emergency is hereby declared requiring immediate passage of this Ordinance for the immediate preservation of the public property, health, peace and safety; it is hereby declared that an emergency exists and that this Ordinance shall take effect upon its final passage.

Section 2. The moratorium allows the two current applicants for the Medical Marijuana Optional Premises Cultivation Licenses to be reviewed by the Englewood Liquor and Medical Marijuana Licensing Authority to determine if they had posted their Public Hearing Notices correctly and if found incorrect, they will be allowed to correct the posting immediately.

Section 3. The moratorium declares a six month moratorium on any future Medical Marijuana Optional Premises Cultivation License applications.

Section 4. During said moratorium the City Council directs City staff to develop appropriate recommendations to Council, consistent with the Constitutional Amendment language and State regulations.

Section 4. The City Council finds the provisions of this Ordinance are temporary in nature and are intended to be replaced by subsequent legislative enactment so that the moratorium or temporary suspension as specified in this Ordinance shall terminate after September 4, 2014.

Introduced, read in full, and passed on first reading as an emergency Ordinance on the 3rd day of March, 2014.

Published by Title as an Emergency Bill for an Ordinance in the City's official newspaper on the 7th day of March, 2014.

Published as an Emergency Bill for an Ordinance on the City's official website beginning on the 5th day of March, 2014 for thirty (30) days.

Read by title and passed on final reading as an Emergency Ordinance on the 17th day of March, 2014.

Published by title as an Emergency Ordinance in the City's official newspaper as Ordinance No. \_\_\_\_, Series of 2014, on the 21st day of March, 2014.

Published by title as an Emergency Ordinance on the City's official website beginning on the 19th day of March, 2014 for thirty (30) days.

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Randy P. Penn, Mayor

ATTEST:

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Loucrishia A. Ellis, City Clerk

I, Loucrishia A. Ellis, City Clerk of the City of Englewood, Colorado, hereby certify that the above and foregoing is a true copy of the Emergency Ordinance passed on final reading and published by title as Ordinance No. \_\_\_\_, Series of 2014.

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Loucrishia A. Ellis