

**Agenda for the  
Regular Meeting of the  
Englewood City Council  
Monday, July 7, 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 June 16, 2014.
6. Recognition of Scheduled Public Comment. (This is an opportunity for the public to address City Council. There is an expectation that the presentation will be conducted in a respectful manner. Council may ask questions for clarification, but there will not be any dialogue. Please limit your presentation to five minutes.)
  - a. Karen Miller will be present to address City Council regarding the upcoming Englewood Education Foundation fundraiser.
7. Recognition of Unscheduled Public Comment. (This is an opportunity for the public to address City Council. There is an expectation that the presentation will be conducted in a respectful manner. 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.

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.
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8. Communications, Proclamations, and Appointments.
  - a. A proclamation recognizing the members of the Englewood School District's Class of 2014 for their enlistment in the United States armed forces.
  - b. A proclamation recognizing July 2014 as Parks and Recreation Month.
  - c. A resolution reappointing Mary Berger to the Code Enforcement Advisory Committee.
  - d. A resolution appointing Adrian Fryxell to the Code Enforcement Advisory Committee.
  - e. A resolution appointing Chad Glover as a Youth Liaison to the Parks and Recreation Commission.
  - f. A resolution appointing Chad Glover as a Youth Liaison to the Public Library Board.
  - g. A resolution appointing Chrystie Hopkins to the Cultural Arts Commission.
  - h. A resolution appointing Melissa Izzo as an alternate member to the Cultural Arts Commission.
  - i. A resolution appointing Melisa Izzo to the Public Library Board.
  - j. A resolution reappointing Chad Knoth to the Alliance for Commerce in Englewood.
  - k. A resolution appointing Andrea Mallen to the Cultural Arts Commission.
  - l. A resolution appointing Marta Mansbacher as a Youth Liaison to the Parks and Recreation Commission.
  - m. A resolution appointing Chad Michels to the Alliance for Commerce in Englewood.
  - n. A resolution appointing Chad Michels to the Code Enforcement Advisory Committee.
  - o. A resolution reappointing Jared Munn as a Youth Liaison to the Cultural Arts Commission.
  - p. A resolution reappointing Harvey Pratt to the Budget Advisory Committee.
  - q. A resolution appointing Lauren Ries to the Alliance for Commerce in Englewood.
  - r. A resolution appointing Lauren Ries to the Code Enforcement Advisory Committee.
  - s. A resolution appointing Justin Rose to the Cultural Arts Commission.
  - t. A resolution appointing Jennifer Scoggins to the Keep Englewood Beautiful Commission.
  - u. A resolution appointing Tristan Sedbrook to the Alliance for Commerce in Englewood.
  - v. A resolution recommending the reappointment of Evelyn Vaughn to the Englewood Housing Authority.

- w. A resolution appointing Karen Vigliano as an alternate to the Alliance for Commerce in Englewood.
- x. A resolution reappointing Hugo Weinberger to the Alliance for Commerce in Englewood.
- y. A resolution appointing D. Alexander Wenzel to the Liquor and Medical Marijuana Licensing Authority.

9. Consent Agenda Items

- a. Approval of Ordinances on First Reading.
  - i. Council Bill No. 37 – Recommendation from the Police Department to adopt a bill for an ordinance authorizing the application for and acceptance of a grant award from the Bureau of Justice Assistance Edward Byrne Memorial Justice Assistance Grant (JAG) Program. **Staff Source: Deputy Chief Jeff Sanchez.**
  - ii. Council Bill No. 38 – Recommendation from the Community Development Department authorizing the execution of Intergovernmental Subgrantee Agreements with Arapahoe County for the 2014 Community Development Block Grant (CDBG). **Staff Source: Harold Stitt, Senior Planner and Janet Grimmitt, Housing Finance Specialist.**
  - iii. Council Bill No. 39 - Recommendation from the Parks and Recreation Department to approve a bill for an ordinance authorizing an intergovernmental agreement with Arapahoe County for open space grant funding for the synthetic turf field at the new Englewood Campus. **Staff Source: Jerrell Black, Parks and Recreation Director and Joe Sack, Recreation Services Manager.**
  - iv. Council Bill No. 40 – Recommendation from the Fire Department to adopt a bill for an ordinance authorizing an Intergovernmental Agreement with the State of Colorado to Permit Clinical Training to students of Red Rocks Community College. **Staff Source: Andrew Marsh, Fire Chief.**
  - v. Council Bill No. 42 - Recommendation from the Election Commission/City Clerk's Office to approve a bill for an ordinance authorizing an intergovernmental agreement with Arapahoe County for the November 4, 2014 Coordinated Election. **Staff Source: Frank Grylewicz, Director of Finance and Administrative Services and Loucrishia A. Ellis, City Clerk/Election Commission Member.**
- b. Approval of Ordinances on Second Reading.
  - i. Council Bill No. 34, accepting \$16,300 from the State of Colorado – Economic Development Commission (EDC). This grant will be used to fund administration activities for the Arapahoe County Enterprise Zone.
  - ii. Council Bill No. 35, approving an Intergovernmental Agreement with Denver Regional Council of Governments for the 2014 Traffic Signal System Equipment Purchase program.

- iii. Council Bill No. 36, authorizing an amendment to the Englewood Municipal Code 5-15-4:G-9 to require electronic submission of pawnbroker transactions to the Police Department.
  - c. Resolutions and Motions.
- 10. Public Hearing Items. (None Scheduled)
- 11. Ordinances, Resolutions and Motions.
  - a. Approval of Ordinances on First Reading.
    - i. Council Bill No. 41 – Recommendation from the Englewood McLellan Reservoir Foundation to adopt a bill for an ordinance authorizing a ballot question on the November 2014 ballot seeking approval of the requested property trade. **Staff Source: Michael Flaherty, Deputy City Manager.**
  - b. Approval of Ordinances on Second Reading.
  - c. Resolutions and Motions.
    - i. Recommendation from the Littleton/Englewood Wastewater Treatment Plant Supervisory Committee to approve, by motion, an information technology network infrastructure upgrade for the L/E Wastewater Treatment Plant. Staff recommends awarding the contract to Lewan and Associates, taking advantage of the State of Colorado contract pricing, with a total hardware cost of \$140,208 and professional services cost for engineering and implementation in the amount of \$35,750. **Staff Source: Jeff Konishi, Director of Information Technology and Cindy Goodburn L/E WWTP Business Services Manager.**
- 12. General Discussion.
  - a. Mayor’s Choice.
  - b. Council Members’ Choice.
- 13. City Manager’s Report.
- 14. City Attorney’s Report.
- 15. Adjournment.



## PROCLAMATION

WHEREAS, The City of Englewood wishes to honor the young people in Englewood who contribute to the community, the state, and the nation; and

WHEREAS, several recent high school graduates from Englewood Public Schools have made a commitment to enlist in various branches of the military, including the United States Army and Army Reserves, the United States Marine Corps, and the United States Navy; and

WHEREAS, these young men and women are taking steps to secure a bright future for themselves and their country, and their loyalty and dedication is to be lauded; and

WHEREAS, these young people are owed a debt of gratitude by the City and Community of Englewood and the entire nation; and

WHEREAS, the City of Englewood takes great pride in honoring the young men and women from Englewood who have chosen to serve their country in the United States Armed Forces;

NOW, THEREFORE, I, Randy P. Penn, Mayor of the City of Englewood, Colorado, offer Englewood's heartfelt congratulations and grateful appreciation to our recent high school graduates who have enlisted in the military branches of the United States of America.

GIVEN under my hand and seal this 7<sup>th</sup> day of July 2014.

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Randy P. Penn, Mayor



## PROCLAMATION

WHEREAS, parks and recreation programs are an integral part of communities throughout this country, including the City of Englewood, Colorado; and

WHEREAS, our parks and recreation are vitally important to establishing and maintaining the quality of life in our communities, ensuring the health of all citizens, and contributing to the economic and environmental well-being of a community and region; and

WHEREAS, parks and recreation programs build healthy, active communities that aid in the prevention of chronic disease, provide therapeutic recreation services for those who are mentally or physically disabled, and also improve the mental and emotional health of all citizens; and

WHEREAS, parks and recreation programs increase a community's economic prosperity through increased property values, expansion of the local tax base, increased tourism, the attraction and retention of businesses, and crime reduction; and

WHEREAS, parks and recreation areas are fundamental to the environmental well-being of our community; and

WHEREAS, parks and natural recreation areas improve water quality, protect groundwater, prevent flooding, improve the quality of the air we breathe, provide vegetative buffers to development, and produce habitat for wildlife; and

WHEREAS, our parks and natural recreation areas ensure the ecological beauty of our community and provide a place for children and adults to connect with nature and the outdoors; and

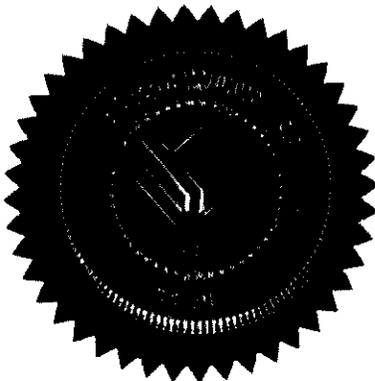
WHEREAS, the U. S. House of Representatives has designated July as Parks and Recreation Month.

NOW THEREFORE, I, Randy P. Penn, Mayor of the City of Englewood, Colorado, hereby proclaim the month of July, 2014, as

### NATIONAL RECREATION AND PARKS MONTH

in the City of Englewood, Colorado. I call upon Englewood parks and recreation supporters to join in recognizing the importance of our nation's parks and recreation facilities, to recognize the employees and volunteers and to learn more about how to support the places that bring our communities a higher quality of life, safer places to play and healthy alternatives through recreation programming for everyone. I urge the citizens of Englewood to enjoy what their community has to offer by taking part in their favorite sports, and visiting the outdoors.

GIVEN under my hand and seal this 7th day of July, 2014.




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Randy P. Penn, Mayor

RESOLUTION NO. \_\_\_\_\_  
SERIES OF 2014

A RESOLUTION REAPPOINTING MARY BERGER TO THE CODE ENFORCEMENT  
ADVISORY COMMITTEE FOR THE CITY OF ENGLEWOOD, COLORADO.

WHEREAS, the Englewood Code Enforcement Advisory Committee was established by the Englewood City Council with the passage of Ordinance No. 71, Series of 1997; and

WHEREAS, the Code Enforcement Advisory Committee is an advisory committee focused on the activities and services of code enforcement and regulatory processes of the neighborhood services of the Englewood Police Department; and

WHEREAS, the Code Enforcement Advisory Committee makes recommendations to City Council and to the City Manager or his designee for improvements relating to neighborhood services in the City; and

WHEREAS, Mary Berger has served as a member of the Englewood Code Enforcement Advisory Committee; and

WHEREAS, Mary Berger's term expired on July 1, 2014; and

WHEREAS, the Englewood City Council desires to reappoint Mary Berger to another term.

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

Section 1. Mary Berger is hereby reappointed to the Englewood Code Enforcement Advisory Committee. Mary Berger's term will be effective immediately and will expire July 1, 2016.

ADOPTED AND APPROVED this 7th day of July, 2014.

ATTEST:

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

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

I, Loucrishia A. Ellis, City Clerk for the City of Englewood, Colorado, hereby certify the above is a true copy of Resolution No. \_\_\_\_\_, Series of 2014.

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

RESOLUTION NO. \_\_\_\_\_  
SERIES OF 2014

A RESOLUTION APPOINTING ADRIAN FRYXELL TO THE CODE ENFORCEMENT  
ADVISORY COMMITTEE FOR THE CITY OF ENGLEWOOD, COLORADO.

WHEREAS, the Englewood Code Enforcement Advisory Committee was established by the  
Englewood City Council with the passage of Ordinance No. 71, Series of 1997; and

WHEREAS, Adrian Fryxell has applied to serve as a member of the Englewood Code  
Enforcement Advisory Committee; and

WHEREAS, the Englewood City Council desires to appoint Adrian Fryxell to the Englewood  
Code Enforcement Advisory Committee;

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

Section 1. Adrian Fryxell is hereby appointed to the Englewood Code Enforcement Advisory  
Committee. Adrian Fryxell’s term will be effective immediately and will expire  
July 1, 2016.

ADOPTED AND APPROVED this 7th day of July, 2014.

ATTEST:

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

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

I, Loucrishia A. Ellis, City Clerk for the City of Englewood, Colorado, hereby certify the  
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\_\_\_\_\_  
Loucrishia A. Ellis, City Clerk

RESOLUTION NO. \_\_\_\_\_  
SERIES OF 2014

A RESOLUTION APPOINTING CHAD GLOVER AS A YOUTH MEMBER  
OF THE PARKS AND RECREATION COMMISSION FOR THE CITY OF  
ENGLEWOOD, COLORADO.

WHEREAS, the Englewood Parks and Recreation Commission was established to advise City Council in all matters pertaining to recreation; and

WHEREAS, there is a vacancy on the Englewood Parks and Recreation Commission; and

WHEREAS, Chad Glover has applied to serve as a youth member of the Englewood Parks and Recreation Commission; and

WHEREAS, the Englewood City Council applauds the volunteerism of this Englewood youth and desires to appoint Chad Glover to the Englewood Parks and Recreation Commission;

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

Section 1. Chad Glover is hereby appointed as a youth member to the Parks and Recreation Commission. Chad Glover’s term will be effective immediately and will expire July 1, 2015.

ADOPTED AND APPROVED this 7th day of July, 2014.

ATTEST:

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

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

I, Loucrishia A. Ellis, City Clerk for the City of Englewood, Colorado, hereby certify the above is a true copy of Resolution No. \_\_\_\_\_, Series of 2014.

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Loucrishia A. Ellis, City Clerk

RESOLUTION NO. \_\_\_\_\_  
SERIES OF 2014

A RESOLUTION APPOINTING CHAD GLOVER AS A YOUTH MEMBER TO THE  
PUBLIC LIBRARY BOARD FOR THE CITY OF ENGLEWOOD, COLORADO.

WHEREAS, the Englewood Public Library Board was established by the Englewood Home Rule Charter to develop and maintain a modern Library System; and

WHEREAS, Chad Glover has applied for appointment to the Englewood Public Library Board; and

WHEREAS, the Englewood City Council applauds the volunteerism of this Englewood youth and desires to appoint Chad Glover to the Englewood Public Library Board; and

WHEREAS, Chad Glover meets the requirements set forth by City Council for appointment as youth member to the Public Library Board.

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

Section 1. Chad Glover is hereby appointed as a youth member to Englewood Public Library Board. Chad Glover's term will be effective immediately and will expire July 1, 2015.

ADOPTED AND APPROVED this 7th day of July, 2014.

ATTEST:

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

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

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

RESOLUTION NO. \_\_\_\_\_  
 SERIES OF 2014

A RESOLUTION APPOINTING CHRYSTIE HOPKINS AS A MEMBER OF THE  
 CULTURAL ARTS COMMISSION FOR THE CITY OF ENGLEWOOD, COLORADO.

WHEREAS, the Englewood Cultural Arts Commission was established by the Englewood City Council with the passage of Ordinance No. 5, Series of 1996; and

WHEREAS, the purpose of the Cultural Arts Commission is to provide planning for the development of cultural arts activities and to implement an Arts Plan; and

WHEREAS, there is a vacancy on the Englewood Cultural Arts Commission; and

WHEREAS, Chrystie Hopkins has graciously applied for appointment to the Englewood Cultural Arts Commission; and

WHEREAS, the Englewood City Council desires to appoint Chrystie Hopkins to the Englewood Cultural Arts Commission.

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

Section 1. Chrystie Hopkins is hereby appointed to the Cultural Arts Commission for the City of Englewood, Colorado. Chrystie Hopkin's term will become effective immediately and will expire July 1, 2017.

ADOPTED AND APPROVED this 7th day of July, 2014.

ATTEST:

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

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

I, Loucrishia A. Ellis, City Clerk for the City of Englewood, Colorado, hereby certify the above is a true copy of Resolution No. \_\_\_\_\_, Series of 2014.

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

RESOLUTION NO. \_\_\_\_\_  
SERIES OF 2014

A RESOLUTION APPOINTING MELISSA IZZO AS AN ALTERNATE MEMBER TO THE CULTURAL ARTS COMMISSION FOR THE CITY OF ENGLEWOOD, COLORADO.

WHEREAS, the Englewood Cultural Arts Commission was established by the Englewood City Council with the passage of Ordinance No. 5, Series of 1996; and

WHEREAS, Milissa Izzo has graciously offered to serve on the City of Englewood’s boards and commissions; and

WHEREAS, currently there are no vacancies on the boards and commissions; and

WHEREAS, the Englewood City Council desires to appoint Milissa Izzo as an alternate member to the Englewood Cultural Arts Commission; and

WHEREAS, City Council has requested staff to send this alternate member packets for the Commission she will be serving on so that she can maintain an understanding of the current issues and rules; and

WHEREAS, Council wishes to express its gratitude for the volunteerism and service that this individual wishes to bestow upon the City;

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

Section 1. The Englewood City Council hereby appoints Milissa Izzo as an alternate member of the Englewood Cultural Arts Commission.

ADOPTED AND APPROVED this 7th day of July, 2014.

ATTEST:

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

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

I, Loucrishia A. Ellis, City Clerk for the City of Englewood, Colorado, hereby certify the above is a true copy of Resolution No. \_\_\_\_\_, Series of 2014.

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

RESOLUTION NO. \_\_\_\_\_  
SERIES OF 2014

A RESOLUTION APPOINTING MELISSA IZZO TO THE PUBLIC LIBRARY BOARD FOR  
THE CITY OF ENGLEWOOD, COLORADO.

WHEREAS, the Englewood Public Library Board was established by the Englewood Home  
Rule Charter to develop and maintain a modern Library System; and

WHEREAS, there is a vacancy on the Englewood Public Library Board; and

WHEREAS, Melissa Izzo has applied for appointment to the Englewood Public Library  
Board.

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

Section 1. Melissa Izzo is hereby appointed as a member to Englewood Public Library  
Board. Melissa Izzo’s term will be effective immediately and will expire February 1, 2016.

ADOPTED AND APPROVED this 7th day of July, 2014.

ATTEST:

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

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

I, Loucrishia A. Ellis, City Clerk for the City of Englewood, Colorado, hereby certify the  
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\_\_\_\_\_  
Loucrishia A. Ellis, City Clerk

RESOLUTION NO. \_\_\_\_\_  
SERIES OF 2014

A RESOLUTION REAPPOINTING CHAD KNOTH TO THE ALLIANCE FOR COMMERCE  
IN ENGLEWOOD (ACE) COMMITTEE FOR THE CITY OF ENGLEWOOD, COLORADO.

WHEREAS, the Alliance For Commerce In Englewood Committee was established by the  
Englewood City Council with the passage of Ordinance No. 5, Series of 2001; and

WHEREAS, the Alliance For Commerce In Englewood Committee advises the Englewood  
City Council, focusing on the creation of an environment in which existing business can thrive  
and new business can prosper; and

WHEREAS, Chad Knoth is a current member of Alliance For Commerce In Englewood  
Committee; and

WHEREAS, Chad Knoth's term expired July 1, 2014; and

WHEREAS, Chad Knoth has offered to serve and has applied for reappointment to the  
Alliance For Commerce In Englewood Committee; and

WHEREAS, the Englewood City Council desires to reappoint Chad Knoth to the Alliance for  
Commerce in Englewood Committee;

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

Section 1. Chad Knoth is hereby reappointed to Alliance For Commerce in Englewood  
Committee. Chad Knoth's term will be effective immediately and will expire July 1, 2017.

ADOPTED AND APPROVED this 7th day of July, 2014.

ATTEST:

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

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

I, Loucrishia A. Ellis, City Clerk for the City of Englewood, Colorado, hereby certify the  
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\_\_\_\_\_  
Loucrishia A. Ellis, City Clerk

RESOLUTION NO. \_\_\_\_\_  
SERIES OF 2014

A RESOLUTION APPOINTING ANDREA MALLEN AS A MEMBER OF THE CULTURAL ARTS COMMISSION FOR THE CITY OF ENGLEWOOD, COLORADO.

WHEREAS, the Englewood Cultural Arts Commission was established by the Englewood City Council with the passage of Ordinance No. 5, Series of 1996; and

WHEREAS, the purpose of the Cultural Arts Commission is to provide planning for the development of cultural arts activities and to implement an Arts Plan; and

WHEREAS, there is a vacancy on the Englewood Cultural Arts Commission; and

WHEREAS, Andrea Mallen has graciously applied for appointment to the Englewood Cultural Arts Commission; and

WHEREAS, the Englewood City Council desires to appoint Andrea Mallen to the Englewood Cultural Arts Commission.

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

Section 1. Andrea Mallen is hereby appointed to the Cultural Arts Commission for the City of Englewood, Colorado. Andrea Mallen's term will become effective immediately and will expire July 1, 2017.

ADOPTED AND APPROVED this 7th day of July, 2014.

ATTEST:

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

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

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

RESOLUTION NO. \_\_\_\_\_  
SERIES OF 2014

A RESOLUTION APPOINTING MARTA MANSBACHER AS A YOUTH MEMBER  
OF THE PARKS AND RECREATION COMMISSION FOR THE CITY OF  
ENGLEWOOD, COLORADO.

WHEREAS, the Englewood Parks and Recreation Commission was established to advise City Council in all matters pertaining to recreation; and

WHEREAS, there is a vacancy on the Englewood Parks and Recreation Commission; and

WHEREAS, Marta Mansbacher has applied to serve as a youth member of the Englewood Parks and Recreation Commission; and

WHEREAS, the Englewood City Council applauds the volunteerism of this Englewood youth and desires to appoint Marta Mansbacher to the Englewood Parks and Recreation Commission;

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

Section 1. Marta Mansbacher is hereby appointed as a youth member to the Parks and Recreation Commission. Marta Mansbacher’s term will be effective immediately and will expire February 1, 2015.

ADOPTED AND APPROVED this 7th day of July, 2014.

ATTEST:

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

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

I, Loucrishia A. Ellis, City Clerk for the City of Englewood, Colorado, hereby certify the above is a true copy of Resolution No. \_\_\_\_\_, Series of 2014.

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

RESOLUTION NO. \_\_\_\_\_  
SERIES OF 2014

A RESOLUTION APPOINTING CHAD MICHELS TO THE ALLIANCE FOR COMMERCE IN ENGLEWOOD COMMITTEE (ACE) FOR THE CITY OF ENGLEWOOD, COLORADO.

WHEREAS, the Alliance For Commerce In Englewood Committee was established by the Englewood City Council with the passage of Ordinance No. 5, Series of 2001; and

WHEREAS, the Alliance For Commerce In Englewood Committee advises the Englewood City Council, focusing on the creation of an environment in which existing business can thrive and new business can prosper; and

WHEREAS, there is a vacancy on the Alliance for Commerce in Englewood Committee; and

WHEREAS, Chad Michels has applied to serve as a member of Alliance for Commerce In Englewood Committee; and

WHEREAS, the Englewood City Council desires to appoint Chad Michels to Alliance for Commerce In Englewood Committee;

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

Section 1. Chad Michels is hereby appointed to Alliance for Commerce In Englewood Committee. Chad Michels term will be effective immediately and will expire July 1, 2015.

ADOPTED AND APPROVED this 7th day of July, 2014.

ATTEST:

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

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

I, Loucrishia A. Ellis, City Clerk for the City of Englewood, Colorado, hereby certify the above is a true copy of Resolution No. \_\_\_\_\_, Series of 2014.

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

RESOLUTION NO. \_\_\_\_\_  
SERIES OF 2014

A RESOLUTION APPOINTING CHAD MICHELS TO THE CODE ENFORCEMENT  
ADVISORY COMMITTEE FOR THE CITY OF ENGLEWOOD, COLORADO.

WHEREAS, the Englewood Code Enforcement Advisory Committee was established by the Englewood City Council with the passage of Ordinance No. 71, Series of 1997; and Chad Michels has applied to serve as a member of the Englewood Code Enforcement Advisory Committee; and

WHEREAS, the Englewood City Council desires to appoint Chad Michels to the Englewood Code Enforcement Advisory Committee;

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

Section 1. Chad Michels is hereby appointed to the Englewood Code Enforcement Advisory Committee. Chad Michels' term will be effective immediately and will expire July 1, 2016.

ADOPTED AND APPROVED this 7th day of July, 2014.

ATTEST:

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

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

I, Loucrishia A. Ellis, City Clerk for the City of Englewood, Colorado, hereby certify the above is a true copy of Resolution No. \_\_\_\_\_, Series of 2014.

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

RESOLUTION NO. \_\_\_\_\_  
SERIES OF 2014

A RESOLUTION REAPPOINTING JARED MUNN AS A NON-VOTING YOUTH LIAISON TO THE CULTURAL ARTS COMMISSION FOR THE CITY OF ENGLEWOOD, COLORADO.

WHEREAS, the Englewood Cultural Arts Commission was established by the Englewood City Council with the passage of Ordinance No. 5, Series of 1996; and

WHEREAS, the purpose of the Cultural Arts Commission was to provide planning for the development of cultural arts activities and to implement an Arts Plan; and

WHEREAS, Jared Munn has served as a non-voting youth liaison member of the Englewood Cultural Arts Commission; and

WHEREAS, Jared Munn's term expired July 1, 2014; and

WHEREAS, Jared Munn has offered to serve and has applied for reappointment to the Englewood Cultural Arts Commission; and

WHEREAS, the City Council desires to reappoint Jared Munn as a non-voting youth liaison to the Cultural Arts Commission for another term expiring July 1, 2015.

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

Section 1. Jared Munn is hereby reappointed as a non-voting youth liaison to the Cultural Arts Commission. Jared Munn's term will be effective immediately and will expire July 1, 2015.

ADOPTED AND APPROVED this 7<sup>th</sup> day of July, 2014.

ATTEST:

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

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

I, Loucrishia A. Ellis, City Clerk for the City of Englewood, Colorado, hereby certify the above is a true copy of Resolution No. \_\_\_\_\_, Series of 2014.

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

RESOLUTION NO. \_\_\_\_\_  
SERIES OF 2014

A RESOLUTION REAPPOINTING HARVEY PRATT TO THE BUDGET ADVISORY  
COMMITTEE FOR THE CITY OF ENGLEWOOD, COLORADO.

WHEREAS, the Englewood Budget Advisory Committee was established by the Englewood  
City Council with the passage of Ordinance No. 16, Series 2013; and

WHEREAS, the City's finances and budget activities are important to the very essence of the  
City of Englewood's community; and

WHEREAS, the City Council recognizes the importance of citizen involvement in setting the  
scope of the budget activities in the City; and

WHEREAS, Harvey Pratt is a current member of the Englewood Budget Advisory  
Committee; and

WHEREAS, Harvey Pratt's term expired July 1, 2014; and

WHEREAS, Harvey Pratt has offered to serve and has applied for reappointment to the  
Budget Advisory Committee; and

WHEREAS, the Englewood City Council desires to reappoint Harvey Pratt to the Englewood  
Budget Advisory Committee;

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

Section 1. Harvey Pratt is hereby reappointed to the Englewood Budget Advisory Committee.  
Harvey Pratt's term will be effective immediately and will expire July 1, 2017.

ADOPTED AND APPROVED this 7th day of July, 2014.

ATTEST:

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

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

I, Loucrishia A. Ellis, City Clerk for the City of Englewood, Colorado, hereby certify the  
above is a true copy of Resolution No. \_\_\_\_\_, Series of 2014.

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

RESOLUTION NO. \_\_\_\_\_  
SERIES OF 2014

A RESOLUTION APPOINTING LAUREN RIES TO THE ALLIANCE FOR COMMERCE IN ENGLEWOOD COMMITTEE (ACE) FOR THE CITY OF ENGLEWOOD, COLORADO.

WHEREAS, the Alliance For Commerce In Englewood Committee was established by the Englewood City Council with the passage of Ordinance No. 5, Series of 2001; and

WHEREAS, the Alliance For Commerce In Englewood Committee advises the Englewood City Council, focusing on the creation of an environment in which existing business can thrive and new business can prosper; and

WHEREAS, there is a vacancy on the Alliance for Commerce in Englewood Committee; and

WHEREAS, Lauren Ries has applied to serve as a member of Alliance for Commerce In Englewood Committee; and

WHEREAS, the Englewood City Council desires to appoint Lauren Ries to Alliance for Commerce In Englewood Committee;

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

Section 1. Lauren Ries is hereby appointed to Alliance for Commerce In Englewood Committee. Lauren Ries term will be effective immediately and will expire July 1, 2016.

ADOPTED AND APPROVED this 7th day of July, 2014.

ATTEST:

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

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

I, Loucrishia A. Ellis, City Clerk for the City of Englewood, Colorado, hereby certify the above is a true copy of Resolution No. \_\_\_\_\_, Series of 2014.

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

RESOLUTION NO. \_\_\_\_\_  
SERIES OF 2014

A RESOLUTION APPOINTING LAUREN RIES TO THE CODE ENFORCEMENT  
ADVISORY COMMITTEE FOR THE CITY OF ENGLEWOOD, COLORADO.

WHEREAS, the Englewood Code Enforcement Advisory Committee was established by the  
Englewood City Council with the passage of Ordinance No. 71, Series of 1997; and

WHEREAS, Lauren Ries has applied to serve as a member of the Englewood Code  
Enforcement Advisory Committee; and

WHEREAS, the Englewood City Council desires to appoint Lauren Ries to the Englewood  
Code Enforcement Advisory Committee;

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

Section 1. Lauren Ries is hereby appointed to the Englewood Code Enforcement Advisory  
Committee. Lauren Ries' term will be effective immediately and will expire  
July 1, 2016.

ADOPTED AND APPROVED this 7th day of July, 2014.

ATTEST:

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

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

I, Loucrishia A. Ellis, City Clerk for the City of Englewood, Colorado, hereby certify the  
above is a true copy of Resolution No. \_\_\_\_\_, Series of 2014.

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

RESOLUTION NO. \_\_\_\_\_  
SERIES OF 2014

A RESOLUTION APPOINTING JUSTIN ROSE AS A MEMBER OF THE CULTURAL ARTS  
COMMISSION FOR THE CITY OF ENGLEWOOD, COLORADO.

WHEREAS, the Englewood Cultural Arts Commission was established by the Englewood  
City Council with the passage of Ordinance No. 5, Series of 1996; and

WHEREAS, the purpose of the Cultural Arts Commission is to provide planning for the  
development of cultural arts activities and to implement an Arts Plan; and

WHEREAS, there is a vacancy on the Englewood Cultural Arts Commission; and

WHEREAS, Justin Rose has graciously applied for appointment to the Englewood Cultural  
Arts Commission; and

WHEREAS, the Englewood City Council desires to appoint Justin Rose to the Englewood  
Cultural Arts Commission.

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

Section 1. Justin Rose is hereby appointed to the Cultural Arts Commission for the City of  
Englewood, Colorado. Justin Rose's term will become effective immediately and will expire July  
1, 2017.

ADOPTED AND APPROVED this 7th day of July, 2014.

ATTEST:

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

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

I, Loucrishia A. Ellis, City Clerk for the City of Englewood, Colorado, hereby certify the  
above is a true copy of Resolution No. \_\_\_\_\_, Series of 2014.

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

RESOLUTION NO. \_\_\_\_\_  
SERIES OF 2014

A RESOLUTION APPOINTING JENNIFER SCOGGINS TO THE KEEP ENGLEWOOD BEAUTIFUL COMMISSION FOR THE CITY OF ENGLEWOOD, COLORADO.

WHEREAS, the Keep Englewood Beautiful Commission has been created to advise the City Council on all matters pertaining to environmental protection and neighborhood beautification; and

WHEREAS, there is a vacancy on the Keep Englewood Beautiful Commission; and

WHEREAS, Jennifer Scoggins has applied to serve as a member of the Keep Englewood Beautiful Commission;

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

Section 1. Jennifer Scoggins is hereby appointed to the Keep Englewood Beautiful Commission for the City of Englewood, Colorado. Jennifer Scoggins' term will be effective immediately and will expire February 1, 2015.

ADOPTED AND APPROVED this 7th day of July, 2014.

ATTEST:

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

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

I, Loucrishia A. Ellis, City Clerk for the City of Englewood, Colorado, hereby certify the above is a true copy of Resolution No. \_\_\_\_\_, Series of 2014.

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

RESOLUTION NO. \_\_\_\_\_  
SERIES OF 2014

A RESOLUTION APPOINTING TRISTAN SEDBROOK TO THE ALLIANCE FOR COMMERCE IN ENGLEWOOD COMMITTEE (ACE) FOR THE CITY OF ENGLEWOOD, COLORADO.

WHEREAS, the Alliance For Commerce In Englewood Committee was established by the Englewood City Council with the passage of Ordinance No. 5, Series of 2001; and

WHEREAS, the Alliance For Commerce In Englewood Committee advises the Englewood City Council, focusing on the creation of an environment in which existing business can thrive and new business can prosper; and

WHEREAS, there is a vacancy on the Alliance for Commerce in Englewood Committee; and

WHEREAS, Tristan Sedbrook has applied to serve as a member of Alliance for Commerce In Englewood Committee; and

WHEREAS, the Englewood City Council desires to appoint Tristan Sedbrook to Alliance for Commerce In Englewood Committee;

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

Section 1. Tristan Sedbrook is hereby appointed to Alliance for Commerce In Englewood Committee. Tristan Sedbrook’s term will be effective immediately and will expire July 1, 2017.

ADOPTED AND APPROVED this 7th day of July, 2014.

ATTEST:

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

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

I, Loucrishia A. Ellis, City Clerk for the City of Englewood, Colorado, hereby certify the above is a true copy of Resolution No. \_\_\_\_\_, Series of 2014.

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

RESOLUTION NO. \_\_\_\_\_  
SERIES OF 2014

A RESOLUTION RECOMMENDING EVELYN VAUGHN FOR REAPPOINTMENT TO THE HOUSING AUTHORITY FOR THE CITY OF ENGLEWOOD, COLORADO.

WHEREAS, the Housing Authority has a commitment to provide housing to low and moderate income families within the City of Englewood; and

WHEREAS, Evelyn Vaughn has served as a member of the Englewood Housing Authority; and

WHEREAS, Evelyn Vaughn has offered to serve and has applied for reappointment to the Englewood Housing Authority for another term; and

WHEREAS, the Mayor desires to reappoint Evelyn Vaughn to the Englewood Housing Authority for a term expiring July 1, 2018; and

WHEREAS, the Englewood City Council supports the Mayor’s appointment and wishes to express its gratitude for the volunteerism and service that this individual wishes to bestow upon the City;

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

Section 1. Evelyn Vaughn is hereby reappointed to the Housing Authority for the City of Englewood, Colorado. Evelyn Vaughn’s term will be effective immediately and will expire July 1, 2018.

ADOPTED AND APPROVED this 7th day of July, 2014.

ATTEST:

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

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

I, Loucrishia A. Ellis, City Clerk for the City of Englewood, Colorado, hereby certify the above is a true copy of Resolution No. \_\_\_\_\_, Series of 2014.

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

RESOLUTION NO. \_\_\_\_\_  
 SERIES OF 2014

A RESOLUTION APPOINTING KAREN VIGLIANO AS AN ALTERNATE VOTING MEMBER TO THE ALLIANCE FOR COMMERCE IN ENGLEWOOD (ACE) FOR THE CITY OF ENGLEWOOD, COLORADO.

WHEREAS, Karen Vigliano has graciously offered to serve on the Alliance For Commerce In Englewood; and

WHEREAS, currently there are no vacancies on Alliance For Commerce In Englewood; and

WHEREAS, the Englewood City Council desires to appoint Karen Vigliano as an alternate voting member to ACE: and

WHEREAS, City Council has requested staff to send alternate members packets for the board that they will be serving on so that they can maintain an understanding of the current issues and rules; and

WHEREAS, Alliance for Commerce in Englewood Committee alternate members are required to attend the meetings and will vote when necessary to make a quorum creating more continuity in the process; and

WHEREAS, Council wishes to express its gratitude for the volunteerism and service that this individual wishes to bestow upon the City;

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

Section 1. The Englewood City Council hereby appoints Karen Vigliano as alternate voting member to Alliance For Commerce In Englewood. Karen Vigliano's term will be effective immediately.

ADOPTED AND APPROVED this 7th day of July, 2014.

ATTEST:

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

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

I, Loucrishia A. Ellis, City Clerk for the City of Englewood, Colorado, hereby certify the above is a true copy of Resolution No. \_\_\_\_\_, Series of 2014.

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

RESOLUTION NO. \_\_\_\_\_  
SERIES OF 2014

A RESOLUTION REAPPOINTING HUGO WEINBERGER TO THE ALLIANCE FOR COMMERCE IN ENGLEWOOD (ACE) COMMITTEE FOR THE CITY OF ENGLEWOOD, COLORADO.

WHEREAS, the Alliance For Commerce In Englewood Committee was established by the Englewood City Council with the passage of Ordinance No. 5, Series of 2001; and

WHEREAS, the Alliance For Commerce In Englewood Committee advises the Englewood City Council, focusing on the creation of an environment in which existing business can thrive and new business can prosper; and

WHEREAS, Hugo Weinberger is a current member of Alliance For Commerce In Englewood Committee; and

WHEREAS, Hugo Weinberger's term expired July 1, 2014; and

WHEREAS, Hugo Weinberger has offered to serve and has applied for reappointment to the Alliance For Commerce In Englewood Committee; and

WHEREAS, the Englewood City Council desires to reappoint Hugo Weinberger to the Alliance for Commerce in Englewood Committee;

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

Section 1. Hugo Weinberger is hereby reappointed to Alliance For Commerce in Englewood Committee. Hugo Weinberger's term will be effective immediately and will expire July 1, 2017.

ADOPTED AND APPROVED this 7th day of July, 2014.

ATTEST:

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

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

I, Loucrishia A. Ellis, City Clerk for the City of Englewood, Colorado, hereby certify the above is a true copy of Resolution No. \_\_\_\_\_, Series of 2014.

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

RESOLUTION NO. \_\_\_\_\_  
 SERIES OF 2014

A RESOLUTION APPOINTING D. ALEXANDER WENZEL TO THE ENGLEWOOD  
 LOCAL LIQUOR AND MEDICAL MARIJUANA LICENSING AUTHORITY FOR THE  
 CITY OF ENGLEWOOD, COLORADO.

WHEREAS, the Englewood Local Liquor and Medical Marijuana Licensing Authority has been created and has all powers of the local licensing authority as set forth by the State of Colorado to grant or refuse licenses for the sale at retail of malt, vinous or spirituous liquors and fermented malt beverages, to conduct investigations as required by law, and to suspend or revoke such licenses for cause in the manner provided by law; and

WHEREAS, the Local Liquor and Medical Marijuana Licensing Authority shall grant or refuse local licenses for the cultivation, manufacture, distribution, and sale of Medical Marijuana; to conduct investigations as required by law; suspend, fine, restrict, or revoke such licenses; and

WHEREAS, D. Alexander Wenzel desires to serve the City and has applied for appointment to the Englewood Local Liquor and Medical Marijuana Licensing Authority; and

WHEREAS, there is a vacancy on the Englewood Local Liquor and Medical Marijuana Licensing Authority; and

WHEREAS, the Englewood City Council desires to appoint D. Alexander Wenzel to the Englewood Local Liquor and Medical Marijuana Licensing Authority;

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

Section 1. D. Alexander Wenzel is hereby appointed to the Englewood Local Liquor and Medical Marijuana Licensing Authority. D. Alexander Wenzel's term will be effective immediately and will expire July 1, 2017.

ADOPTED AND APPROVED this 7th day of July, 2014.

ATTEST:

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

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

I, Loucrishia A. Ellis, City Clerk for the City of Englewood, Colorado, hereby certify the above is a true copy of Resolution No. \_\_\_\_\_, Series of 2014.

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

## COUNCIL COMMUNICATION

<b>Date:</b> July 7, 2014	<b>Agenda Item:</b> 9 a i	<b>Subject:</b> Application and Acceptance of the Edward Byrne Memorial Justice Assistance Grant (JAG) - FY 2014 Local Solicitation
<b>Initiated By:</b> Police Department	<b>Staff Source:</b> Deputy Chief Jeff Sanchez	

### COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

For the past several years, the Englewood Police Department has received Edward Byrne Memorial Justice Assistance Grants. These grants help fund police-related equipment purchases.

### RECOMMENDED ACTION

The Police Department is recommending that City Council adopt an Ordinance authorizing the Englewood Police Department to apply for and accept a grant award from the Bureau of Justice Assistance Edward Byrne Memorial Justice Assistance Grant (JAG) Program.

### BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

The City of Englewood Police Department was notified that we were awarded \$10,080 from the Bureau of Justice Assistance (BJA). The award is based upon a congressionally mandated JAG formula which is based on the state's share of violent crime and population. The City of Englewood receives an amount based on our proportion of the state's three-year violent crime average.

The Police Department is required to submit an application to the BJA outlining how this allocation will be spent. The BJA requires that an official review by City Council be conducted prior to the submission of the application, if possible.

This funding will be used to purchased new communications/computer equipment for the Incident Command Van; an extension bed for a Police command vehicle; new point-and-shoot cameras for our crime scene investigators; and camera equipment for higher level processing of crime and accident scenes.

### FINANCIAL IMPACT

This is a non-matching grant so there is no financial impact to the Police Department.

### LIST OF ATTACHMENTS

2014 Colorado JAG Allocations  
Bill for an Ordinance

## 2014 COLORADO JAG ALLOCATIONS

Listed below are all jurisdictions in the state that are eligible for FY 2014 JAG funding, as determined by the JAG formula. If your jurisdiction is listed with another city or county government in a shaded area, you are in a funding disparity. In this case, the units of local government must develop a Memorandum of Understanding (MOU) and apply for an award with a single, joint application.

Finding your jurisdiction:(1) Disparate jurisdictions are listed in shaded groups below, in alphabetic order by county.(2) Eligible individual allocations are listed alphabetically below the shaded, disparate groupings.

Counties that have an asterisk (\*) under the "Eligible Individual Allocation" column did not submit the level of violent crime data to qualify for a direct award from BJA, but are in the disparate grouping indicated by the shaded area. The JAG legislation requires these counties to remain a partner with the local jurisdictions receiving funds and must be a signatory on the required Memorandum of Understanding (MOU). A sample MOU is provided online at: <https://www.bja.gov/Funding/JAGMOU.pdf>. Disparate jurisdictions do not need to abide by the listed individual allocations, which are provided for information only. Jurisdictions in a funding disparity are responsible for determining individual amounts within the Eligible Joint Allocation and for documenting individual allocations in the MOU. For additional details regarding the JAG formula and award calculation process, with examples, please refer to the updated JAG Technical report: <https://www.bja.gov/Publications/JAGTechRpt.pdf>.

For JAG Frequently Asked Questions, please refer to BJA's JAG webpage: <https://www.bja.gov/Funding/JAGFAQ.pdf>.

CO	ADAMS COUNTY	County	\$47,568	
CO	THORNTON CITY	Municipal	\$76,778	\$124,346
CO	ARAPAHOE COUNTY	County	\$24,354	
CO	AURORA CITY	Municipal	\$158,522	\$182,876
CO	BOULDER COUNTY	County	*	
CO	BOULDER CITY	Municipal	\$24,133	
CO	LONGMONT CITY	Municipal	\$25,384	\$49,517
CO	EL PASO COUNTY	County	\$64,748	
CO	COLORADO SPRINGS CITY	Municipal	\$213,043	\$277,791
CO	JEFFERSON COUNTY	County	\$16,776	
CO	LAKEWOOD CITY	Municipal	\$70,193	\$86,969
CO	LA PLATA COUNTY	County	*	
CO	DURANGO CITY	Municipal	\$10,779	\$10,779
CO	LARIMER COUNTY	County	\$13,833	
CO	FORT COLLINS CITY	Municipal	\$44,809	\$58,642
CO	PUEBLO COUNTY	County	*	
CO	PUEBLO CITY	Municipal	\$91,604	\$91,604
CO	WELD COUNTY	County	\$17,070	
CO	GREELEY CITY	Municipal	\$47,347	\$64,417
CO	ARVADA CITY	Municipal	\$16,886	
CO	BRIGHTON CITY	Municipal	\$10,264	
CO	CENTENNIAL CITY	Municipal	\$17,622	
CO	COMMERCE CITY	Municipal	\$16,923	

CO	DENVER CITY AND COUNTY	Municipal	\$404,307
CO	DOUGLAS COUNTY	County	\$26,488
CO	ENGLEWOOD CITY	Municipal	\$10,080
CO	GRAND JUNCTION CITY	Municipal	\$26,341
CO	LOVELAND CITY	Municipal	\$13,980
CO	MESA COUNTY	County	\$19,792
CO	NORTHGLENN CITY	Municipal	\$10,706
CO	WESTMINSTER CITY	Municipal	\$28,070
CO	WHEAT RIDGE CITY	Municipal	\$15,304

<b>Local total</b>	<b>\$1,563,704</b>
--------------------	--------------------

BY AUTHORITY

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

COUNCIL BILL NO. 37  
INTRODUCED BY COUNCIL  
MEMBER \_\_\_\_\_

A BILL FOR

AN ORDINANCE AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT REGARDING THE APPLICATION FOR AND ACCEPTANCE OF AN EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM FY 2014 LOCAL SOLICITATION.

WHEREAS, the Englewood City Council previously authorized the application for and acceptance of Justice Assistance Grants (JAG) with the passage of Ordinance No. 49, Series of 2008; Ordinance No. 12, Series 2009; and Ordinance No. 27, Series of 2009; Ordinance No. 16, Series of 2010; Ordinance No. 33, Series of 2011; Ordinance No. 24, Series of 2012; and Ordinance No. 36, Series of 2013; and

WHEREAS, the award is based upon a congressionally mandated JAG formula which is based on the State's share of violent crime and population and Englewood receives an amount based on the City's proportion of the State's three-year violent crime average; and

WHEREAS, the Justice Assistance Grant is a non-matching grant for 2014, awarding the City of Englewood Ten Thousand and Eighty Dollars, (\$10,080.00); and

WHEREAS, the JAG funding will be used to purchase new communications/computer equipment for the Incident Command Van; an extension bed for a Police command vehicle; new point-and-shoot cameras for crime scene investigators; and camera equipment for higher level processing of crime and accident scenes; and

WHEREAS, the Justice Assistance Grant incorporates funds from the U.S. Department of Justice.

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 Justice Assistance Grant from Edward Byrne Justice Assistance Grant Program, attached hereto as Exhibit A.

Section 2. The Mayor is authorized to execute the acceptance of the grant for and on behalf of the City of Englewood.

Section 3. The Justice Assistance Grant incorporates federal funds from the U.S. Department of Justice.

Introduced, read in full, and passed on first reading on the 7th day of July, 2014.

Published by Title as a Bill for an Ordinance in the City's official newspaper on the 11<sup>th</sup> day of July, 2014.

Published as a Bill for an Ordinance on the City's official website beginning on the 9<sup>th</sup> day of July, 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 7th day of July, 2014.

---

Loucrishia A. Ellis

U.S. Department of Justice

OMB No. 1121-0329

Approval Expires 07/31/2016

Office of Justice Programs  
Bureau of Justice Assistance



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The U.S. Department of Justice (DOJ), Office of Justice Programs' (OJP) Bureau of Justice Assistance (BJA) is seeking applications for funding under the Edward Byrne Memorial Justice Assistance Grant (JAG) Program. This program furthers the Department's mission by assisting state, local, and tribal efforts to prevent or reduce crime and violence.

## **Edward Byrne Memorial Justice Assistance Grant (JAG) Program FY 2014 Local Solicitation**

### **Eligibility**

Applicants are limited to units of local government appearing on the FY 2014 JAG Allocations List. To view this list, go to [www.bja.gov/programs/jag/14jagallocations.html](http://www.bja.gov/programs/jag/14jagallocations.html). For JAG Program purposes, a unit of local government is: a town, township, village, parish, city, county, borough, or other general purpose political subdivision of a state; or, it may also be a federally recognized Indian tribe that performs law enforcement functions (as determined by the Secretary of the Interior). Otherwise a unit of local government may be any law enforcement district or judicial enforcement district established under applicable state law with authority to independently establish a budget and impose taxes. In Louisiana, a unit of local government means a district attorney or parish sheriff. In the District of Columbia or any U.S. Trust Territory, a unit of local government is any agency of the District of Columbia or federal government performing law enforcement functions for the District of Columbia or U.S. Trust Territory.

### **Deadline**

Applicants must register in OJP's Grants Management System (GMS) prior to submitting an application for this funding opportunity. Select the "Apply Online" button associated with the solicitation title. See the "How to Apply" section on page 20 for more details. All registrations and applications are due by 8:00 p.m. eastern time on June 10, 2014. (See "Deadlines: Registration and Application," page 4.)

### **Contact Information**

For technical assistance with submitting an application, contact the Grants Management System Support Hotline at 1-888-549-9901, option 3, or via e-mail to [GMS.HelpDesk@usdoj.gov](mailto:GMS.HelpDesk@usdoj.gov). The GMS Support Hotline hours of operation are Monday-Friday from 6:00 a.m. to 12 midnight eastern time, except federal holidays.

Applicants that experience unforeseen GMS technical issues beyond their control that prevent them from submitting their application by the deadline must e-mail the BJA contact identified

below **within 24 hours after the application deadline** and request approval to submit their application.

For assistance with any other requirement of this solicitation, contact the BJA Justice Information Center at 1-877-927-5657, via e-mail to [JIC@telesishq.com](mailto:JIC@telesishq.com), or by [live web chat](#). The BJA Justice Information Center hours of operation are 8:30 a.m. to 5:00 p.m. eastern time, Monday through Friday, and 8:30 a.m. to 8:00 p.m. eastern time, on the solicitation close date. You may also contact your [State Policy Advisor](#).

**Release date:** April 24, 2014

## Contents

Overview.....	4
Deadlines: Registration and Application.....	4
Eligibility.....	4
Program-Specific Information.....	4
Amount and Length of Awards .....	6
Budget Information.....	7
Other JAG Requirements .....	9
Reporting Requirements, Accountability Measures, and JAG Showcase .....	11
Priorities .....	12
What an Application Should Include.....	14
Information to Complete the Application for Federal Assistance (SF-424) <b>(Required)</b> .....	14
Project Abstract <b>(Required)</b> .....	14
Program Narrative <b>(Required)</b> .....	15
Budget and Budget Narrative <b>(Required)</b> .....	15
Review Narrative <b>(Required)</b> .....	15
Applicant Disclosure of Pending Applications <b>(Required)</b> .....	16
Memorandum of Understanding (if applicable) .....	17
Tribal Authorizing Resolution (if applicable).....	17
Applicant Disclosure of High Risk Status.....	17
Additional Attachments (if applicable).....	18
Accounting System and Financial Capability Questionnaire .....	18
Review Process .....	19
Additional Requirements .....	19
How to Apply .....	20
Provide Feedback to OJP .....	22
Application Checklist .....	23

# **Edward Byrne Memorial Justice Assistance Grant (JAG) Program: FY 2014 Local Solicitation (CFDA #16.738)**

## **Overview**

The Edward Byrne Memorial Justice Assistance Grant (JAG) Program (42 U.S.C. 3751(a)) is the primary provider of federal criminal justice funding to state and local jurisdictions. The JAG Program provides states and units of local governments with critical funding necessary to support a range of program areas including law enforcement, prosecution and court programs including indigent defense, prevention and education programs, corrections and community corrections, drug treatment and enforcement, crime victim and witness initiatives, and planning, evaluation, and technology improvement programs.

## **Deadlines: Registration and Application**

Applicants must register in GMS prior to submitting an application for this funding opportunity. The deadline to register in GMS and the deadline to apply for funding under this announcement is 8:00 p.m. eastern time on June 10, 2014. See "How To Apply" on page 20 for details.

## **Eligibility**

Refer to the title page for eligibility under this program.

## **Program-Specific Information**

### **Program Areas**

JAG funds may be used for state and local initiatives, technical assistance, strategic planning, research and evaluation (including forensics), data collection, training, personnel, equipment, forensic laboratories, supplies, contractual support, and criminal justice information systems that will improve or enhance such areas as:

- Law enforcement programs.
- Prosecution and court programs, including indigent defense.
- Prevention and education programs.
- Corrections and community corrections programs.
- Drug treatment and enforcement programs.
- Planning, evaluation, and technology improvement programs.
- Crime victim and witness programs (other than compensation).

### **\*Please note that JAG funding may be utilized in support of:**

- Systems upgrades (hardware/software), including potential upgrades necessary for state, territories, units of local government and/or tribes to come into compliance with the [FBI's UCR Redevelopment Project \(UCRRP\)](#).
- Developing or sustaining state compatible incident based reporting systems.

**Award Recipient Responsibilities:** The Chief Executive Officer (CEO) of an eligible unit of local government or other officer designated by the CEO must submit the application for JAG funds. A unit of local government receiving a JAG award will be responsible for the administration of the funds including: distributing the funds; monitoring the award; submitting quarterly financial status (SF-425) and performance metrics reports and annual programmatic reports; and providing ongoing oversight and assistance to any subrecipients of the funds.

**Governing Body Review:** No fewer than 30 days prior to application submission, the applicant agency (fiscal agent in disparate situations) must make the grant application available for review by the governing body (or to the organization designated by the governing body. **See the Review Narrative section on page 15 for additional information.**

**Public Comment:** At the time of application submission, the applicant agency (the fiscal agent in disparate situations) must provide an assurance that the application was made public and an opportunity to comment was provided to citizens and neighborhood or community organizations to the extent the applicable law or established procedure makes such an opportunity available. **See the Review Narrative section on page 15 for additional information.**

**Prohibited Uses:** No JAG funds may be expended outside of JAG program areas. Even within these program areas, however, JAG funds cannot be used directly or indirectly for security enhancements or equipment for nongovernmental entities not engaged in criminal justice or public safety. Additionally, **JAG funds may not be used directly or indirectly to pay for any of the following items unless the BJA Director certifies that extraordinary and exigent circumstances exist**, making them essential to the maintenance of public safety and good order:

- \*Vehicles, vessels, or aircraft.
- \*\*Unmanned aerial vehicles/unmanned aircraft, aircraft system, or aerial vehicles (UA/UAS/UAV).
- Luxury items.
- Real estate.
- Construction projects (other than penal or correctional institutions).
- Any similar items.

**\*Police cruisers, police boats, and police helicopters are allowable vehicles under JAG and do not require BJA certification.**

**\*\*Unmanned Aircraft, Aircraft System, or Aerial Vehicles (UA/UAS/UAV):** No JAG funds may be expended on these items unless the BJA Director certifies that extraordinary and exigent circumstances exist, making them essential to the maintenance of public safety and good order. In addition, no JAG funds may be expended for this purpose without Federal Aviation Administration (FAA) approval and certification that the use is legal in the local jurisdiction. Also, any grant award using funds for this purpose may be subject to additional conditions and reporting criteria, which will be spelled out in a customized special condition attached to the grant award.

***For information related to requesting a waiver to obtain BJA certification for any prohibited item, or for examples of allowable vehicles that do not require BJA certification, refer to the JAG FAQs on BJA's [JAG web page](#).***

## Evidence-Based Programs or Practices

OJP strongly emphasizes the use of data and evidence in policy making and program development in criminal justice, juvenile justice, and crime victim services. OJP is committed to:

- improving the quantity and quality of evidence OJP generates;
- integrating evidence into program, practice, and policy decisions within OJP and the field; and
- improving the translation of evidence into practice.

OJP considers programs and practices to be evidence-based when their effectiveness has been demonstrated by causal evidence, generally obtained through one or more outcome evaluations. Causal evidence documents a relationship between an activity or intervention (including technology) and its intended outcome, including measuring the direction and size of a change, and the extent to which a change may be attributed to the activity or intervention. Causal evidence depends on the use of scientific methods to rule out, to the extent possible, alternative explanations for the documented change. The strength of causal evidence, based on the factors described above, will influence the degree to which OJP considers a program or practice to be evidence-based.

OJP's [CrimeSolutions.gov](http://CrimeSolutions.gov) web site is one resource that applicants may use to find information about evidence-based programs in criminal justice, juvenile justice, and crime victim services. Additionally, when considering evidence-based programs and practices specific to reentry, it is recommended that jurisdictions review the [What Works in Reentry Clearinghouse](#) for important research on the effectiveness of a wide variety of reentry programs and practices. The Clearinghouse provides a one-stop shop for practitioners and service providers seeking guidance on evidence-based reentry interventions.

## Amount and Length of Awards

Eligible allocations under JAG are posted annually on BJA's JAG web page: [www.bja.gov/ProgramDetails.aspx?Program\\_ID=59](http://www.bja.gov/ProgramDetails.aspx?Program_ID=59).

Awards of at least \$25,000 or more are 4 years in length with an award period of October 1, 2013 through September 30, 2017. Extensions beyond a 4-year period may be made on a case-by-case basis at the discretion of BJA and must be requested via the Grants Management System (GMS) **no less than 30 days prior to the grant end date.**

Awards that are less than \$25,000 are 2 years in length with an award period of October 1, 2013 through September 30, 2015. Requests for up to an additional 2 years to complete performance of the award will be granted automatically, pursuant to 42 U.S.C. § 3751(f). Extensions beyond a 4-year period may be made on a case-by-case basis at the discretion of BJA and must be requested via the Grants Management System (GMS) **no less than 30 days prior to the grant end date.**

All awards are subject to the availability of appropriated funds and to any modifications or additional requirements that may be imposed by law.

## Budget Information

**AG awards are based on a statutory formula as described below.**

**Although JAG grantees and subgrantees are required to report on quarterly accountability measures through BJA's Performance Measurement Tool (PMT), those reports are intended to promote greater transparency about the use of JAG funds and do not determine the amount of JAG funds allocated to a state and/or localities.**

Applicants must submit a budget and budget narrative outlining how JAG funds, including administrative funds if applicable, will be used to support and implement the program. **See the budget narrative description under the "How to Apply" section (page 20) for more information.**

**JAG Formula:** Once each fiscal year's overall JAG Program funding level is determined, BJA partners with the Bureau of Justice Statistics (BJS) to begin a four-step grant award calculation process which consists of:

1. Computing an initial JAG allocation for each state and territory, based on their share of violent crime and population (weighted equally).
2. Reviewing the initial JAG allocation amount to determine if the state or territory allocation is less than the minimum ("de minimus") award amount defined in the JAG legislation (0.25 percent of the total). If this is the case, the state or territory is funded at the minimum level, and the funds required for this are deducted from the overall pool of JAG funds. Each of the remaining states receives the minimum award plus an additional amount based on their share of violent crime and population.
3. Dividing each state's final award amount (except for the territories and District of Columbia) between state and local governments at a rate of 60 and 40 percent, respectively.
4. Determining local unit of government award allocations, which are based on their proportion of the state's 3-year violent crime average. If a local eligible award amount is less than \$10,000, the funds are returned to the state to be awarded to these local units of government through the state agency. If the eligible award amount is \$10,000 or more, then the local government is eligible to apply for a JAG award directly from BJA.

**Administrative Funds:** A unit of local government may use up to 10 percent of the award, including interest, for costs associated with administering JAG funds.

**Supplanting:** Supplanting is prohibited under JAG. Applicants cannot replace or supplant non-federal funds that have been appropriated for the same purpose. See the JAG FAQs on BJA's [JAG web page](#) for examples of supplanting.

**Leveraging of Grant Funds:** Although supplanting is prohibited, the leveraging of federal funding is encouraged. For example, a city may utilize JAG and Homeland Security Grant Program (HSGP) money to fund different portions of a fusion center project. In instances where leveraging occurs, all federal grant funds must be tracked and reported on separately and may not be used to fund the same line items. Additionally, federal funds cannot be used as match for other federal awards.

**Disparate Certification:** A disparate allocation occurs when a city or municipality is allocated one-and-one-half times (150 percent) more than the county, while the county bears more than 50 percent of the costs associated with prosecution or incarceration of the municipality's Part 1 violent crimes. A disparate allocation also occurs when multiple cities or municipalities are collectively allocated four times (400 percent) more than the county, and the county bears more than 50 percent of the collective costs associated with prosecution or incarceration of each municipality's Part 1 violent crimes.

- ★ Jurisdictions certified as disparate must identify a fiscal agent that will submit a **joint application** for the aggregate eligible allocation to all disparate municipalities. The joint application must determine and specify the award distribution to each unit of local government and the purposes for which the funds will be used. When beginning the JAG application process, a Memorandum of Understanding (MOU) that identifies which jurisdiction will serve as the applicant/fiscal agent for joint funds must be completed and signed by the Authorized Representative for each participating jurisdiction. The signed MOU should be attached to the application. For a sample MOU, go to [www.bja.gov/Funding/JAGMOU.pdf](http://www.bja.gov/Funding/JAGMOU.pdf).

**Trust Fund:** SAAs may draw down JAG funds in advance. To do so, a trust fund must be established in which to deposit the funds. The trust fund may or may not be an interest-bearing account. If subrecipients draw down JAG funds in advance, they also must establish a trust fund in which to deposit funds. This trust fund requirement does not apply to direct JAG award recipients or subrecipients that draw-down on a reimbursement basis rather than in advance.

**Match Requirement:** Match is not required under the JAG Program. Although match is an effective strategy to expand justice funds and build buy-in for local criminal justice initiatives, BJA encourages states to consider financial and other potential local constraints related to imposing a match requirement on subgrantees, as it may adversely affect small local jurisdictions. Matching funds become part of the overall award amount, and as such are subject to audit and should be expended prior to closeout.

**Limitation on Use of Award Funds for Employee Compensation; Waiver**

With respect to any award of more than \$250,000 made under this solicitation, recipients may not use federal funds to pay total cash compensation (salary plus cash bonuses) to any employee of the award recipient at a rate that exceeds 110 percent of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. The 2014 salary table for SES employees is available at [www.opm.gov/salary-tables](http://www.opm.gov/salary-tables). Note: A recipient may compensate an employee at a greater rate, provided the amount in excess of this compensation limitation is paid with non-federal funds. (Any such additional compensation will not be considered matching funds where match requirements apply.)

The Assistant Attorney General for OJP may exercise discretion to waive, on an individual basis, the limitation on compensation rates allowable under an award. An applicant requesting a waiver should include a detailed justification in the budget narrative of the application. Unless the applicant submits a waiver request and justification with the application, the applicant should anticipate that OJP will request the applicant to adjust and resubmit the budget.

The justification should include the particular qualifications and expertise of the individual, the uniqueness of the service the individual will provide, the individual's specific knowledge of the

program or project being undertaken with award funds, and a statement explaining that the individual's salary is commensurate with the regular and customary rate for an individual with his/her qualifications and expertise, and for the work to be done.

### **Prior Approval, Planning, and Reporting of Conference/Meeting/Training Costs**

OJP strongly encourages applicants that propose to use award funds for any conference-, meeting-, or training-related activity to review carefully—before submitting an application—the OJP policy and guidance on “conference” approval, planning, and reporting available at [www.ojp.gov/funding/confcost.htm](http://www.ojp.gov/funding/confcost.htm). OJP policy and guidance (1) encourage minimization of conference, meeting, and training costs; (2) require prior written approval (which may affect project timelines) of most such costs for cooperative agreement recipients and of some such costs for grant recipients; and (3) set cost limits, including a general prohibition of all food and beverage costs.

### **Costs Associated with Language Assistance (if applicable)**

If an applicant proposes a program or activity that would deliver services or benefits to individuals, the costs of taking reasonable steps to provide meaningful access to those services or benefits for individuals with limited English proficiency may be allowable. Reasonable steps to provide meaningful access to services or benefits may include interpretation or translation services where appropriate.

For additional information, see the "Civil Rights Compliance" section of the OJP "Other Requirements for OJP Applications" web page at [www.ojp.usdoj.gov/funding/other\\_requirements.htm](http://www.ojp.usdoj.gov/funding/other_requirements.htm).

## **Other JAG Requirements**

### **Body Armor Certification**

- Ballistic-resistant and stab-resistant body armor can be funded through two BJA-administered programs: the JAG Program and the Bulletproof Vest Partnership (BVP) Program.
- The BVP Program is designed to provide a critical resource to state and local law enforcement through the purchase of ballistic-resistant and stab-resistant body armor. A jurisdiction is able to request up to 50 percent of the cost of a vest with BVP funds. For more information on the BVP Program, including eligibility and application, refer to the [BVP web page](#).
- JAG funds may also be used to purchase vests for an agency, but they may not be used to pay for that portion of the ballistic-resistant vest (50 percent) that is not covered by BVP funds. Unlike BVP, JAG funds used to purchase vests do not require a 50 percent match.
- Vests purchased with JAG funds may be purchased at any threat level, make, or model from any distributor or manufacturer, as long as the vests have been tested and found to comply with the latest applicable National Institute of Justice (NIJ) ballistic or stab standards. In addition, vests purchased must be American-made. Information on the latest NIJ standards can be found at: [www.nij.gov/topics/technology/body-armor/safety-initiative.htm](http://www.nij.gov/topics/technology/body-armor/safety-initiative.htm).
- As is the case in BVP, grantees who wish to purchase vests with JAG funds must certify that law enforcement agencies receiving vests have a written "mandatory wear" policy in effect.

FAQs related to the mandatory wear policy and certifications can be found at [www.bja.gov/Funding/JAGFAQ.pdf](http://www.bja.gov/Funding/JAGFAQ.pdf). This policy must be in place for at least all uniformed officers before any FY 2014 funding can be used by the agency for vests. There are no requirements regarding the nature of the policy other than it being a mandatory wear policy for all uniformed officers while on duty. The certification **must** be signed by the certifying official and **must** be attached to the application. If the grantee proposes to change project activities to utilize JAG funds to purchase bulletproof vests after the application period (during the project period), the grantee must submit the signed certification to BJA at that time. A mandatory wear concept and issues paper and a model policy are available by contacting the BVP Customer Support Center [atvests@usdoj.gov](mailto:atvests@usdoj.gov) or toll free at 1-877-758-3787.

- A copy of the certification related to the mandatory wear can be found at: [www.bja.gov/Funding/BodyArmorMandatoryWearCert.pdf](http://www.bja.gov/Funding/BodyArmorMandatoryWearCert.pdf).

### **Interoperable Communications**

- Grantees (including subgrantees) that are using FY 2014 JAG Program funds to support emergency communications activities (including the purchase of interoperable communications equipment and technologies such as voice-over-internet protocol bridging or gateway devices, or equipment to support the build out of wireless broadband networks in the 700 MHz public safety band under the Federal Communications Commission (FCC) Waiver Order) must ensure:
  - Compliance with the *FY 2014 SAFECOM Guidance on Emergency Communications Grants* (including provisions on technical standards that ensure and enhance interoperable communications).
  - Adherence to the technical standards set forth in the FCC Waiver Order, or any succeeding FCC orders, rules, or regulations pertaining to broadband operations in the 700 MHz public safety band.
  - Projects support the Statewide Communication Interoperability Plan (SCIP) and are fully coordinated with the full-time Statewide Interoperability Coordinator (SWIC) in the state of the project. As the central coordination point for their state's interoperability effort, the SWIC plays a critical role, and can serve as a valuable resource. SWICs are responsible for the implementation of the SCIP through coordination and collaboration with the emergency response community. The U.S. Department of Homeland Security Office of Emergency Communications maintains a list of SWICs for each of the 56 states and territories. Contact [OEC@hq.dhs.gov](mailto:OEC@hq.dhs.gov).
  - All communications equipment purchased with grant award funding (plus the quantity purchased of each item) is identified during quarterly performance metrics reporting.

### **Use of Global Standards Package**

In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, OJP requires the grantee to comply with DOJ's Global Justice Information Sharing Initiative (DOJ's Global) guidelines and recommendations for this particular grant. Grantee shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: [www.it.ojp.gov/gsp\\_grantcondition](http://www.it.ojp.gov/gsp_grantcondition). Grantees shall document planned approaches to information sharing and describe compliance

to the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

### **DNA Testing of Evidentiary Materials and Upload of DNA Profiles to a Database**

If JAG program funds will be used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System (CODIS, the national DNA database operated by the Federal Bureau of Investigation (FBI)) by a government DNA lab with access to CODIS. No profiles generated with JAG funding may be entered into any other non-governmental DNA database without prior express written approval from BJA. For more information, refer to the NIJ FY 2014 DNA Backlog Reduction Program, available at <https://ncjrs.gov/pdffiles1/nij/s1001112.pdf>.

In addition, funds may not be used for purchase of DNA equipment and supplies when the resulting DNA profiles from such technology are not accepted for entry into CODIS.

## **Reporting Requirements, Accountability Measures, and JAG Showcase**

Award recipients will be required to submit quarterly financial status (SF-425) and annual programmatic reports through GMS, quarterly accountability metrics reports (see below) through BJA's Performance Measurement Tool (PMT), and Federal Funding Accountability and Transparency Act (FFATA) reports through the FFATA Sub-award Reporting System (FSRS) as necessary (see FFATA section below).

### **Accountability Measures**

To assist the Department in fulfilling its responsibilities under the Government Performance and Results Act of 1993 (GPRA), Public Law 103-62, and the GPRA Modernization Act of 2010, Public Law 111-352, applicants who receive funding under this solicitation must provide data that measures the results of their work done under this solicitation. **Quarterly accountability metrics reports must be submitted through BJA's PMT, available at [www.bjaperformancetools.org](http://www.bjaperformancetools.org). The accountability measures can be found at: [www.bjaperformancetools.org/help/JAGMeasuresQuestionnaire.pdf](http://www.bjaperformancetools.org/help/JAGMeasuresQuestionnaire.pdf).**

Data reported by JAG grantees and subgrantees for this report does not determine JAG funding, which is calculated based on a statutory formula combining population and Uniform Crime Reporting Part I crime data. BJA encourages JAG grantees to make decisions on funding through a collaborative process involving all major stakeholders including law enforcement, courts, indigent defense, prosecution, corrections and community corrections, treatment providers, crime victims, and others. The measures are not designed to replace the planning that should occur at the state and local level.

Submission of accountability measures data is not required for the application. Instead, applicants should discuss in their application their proposed methods for collecting data for accountability measures. Refer to the section "What an Application Should Include" on page 14 for additional information.

### **Note on Project Evaluations**

Applicants that propose to use funds awarded through this solicitation to conduct project evaluations should be aware that certain project evaluations (such as systematic investigations

designed to develop or contribute to generalizable knowledge) may constitute "research" for purposes of applicable DOJ human subjects protection regulations. However, project evaluations that are intended only to generate internal improvements to a program or service, or are conducted only to meet OJP's performance measure data reporting requirements likely do not constitute "research." Applicants should provide sufficient information for OJP to determine whether the particular project they propose would either intentionally or unintentionally collect and/or use information in such a way that it meets the DOJ regulatory definition of research.

Research, for the purposes of human subjects protections for OJP-funded programs, is defined as, "a systematic investigation, including research development, testing, and evaluation, designed to develop or contribute to generalizable knowledge" 28 C.F.R. § 46.102(d). For additional information on determining whether a proposed activity would constitute research, see the decision tree to assist applicants on the "Research and the Protection of Human Subjects" section of the OJP "Other Requirements for OJP Applications" web page ([www.ojp.usdoj.gov/funding/other\\_requirements.htm](http://www.ojp.usdoj.gov/funding/other_requirements.htm)). Applicants whose proposals may involve a research or statistical component also should review the "Confidentiality" section on that Web page.

## **JAG Showcase**

The **JAG Showcase** was designed to identify and highlight JAG projects that have demonstrated success or shown promise in reducing crime and positively impacting communities. BJA has now expanded the concept of the JAG Showcase to other BJA grant programs and created a new **BJA Success Story web page**. This new web page will be a valuable resource for states, localities, territories, tribes and criminal justice professionals who seek to identify and learn about JAG and other successful BJA funded projects linked to innovation, crime reduction, and evidence based practices.

If you have a JAG Success Story you would like to submit, sign in to your **My BJA account** to access the Success Story Submission form. If you do not have a **My BJA account**, please **Register**. Once you register, one of the available areas on your *My BJA* page will be "*My Success Stories*". Within this box, you will see an option to add a *Success Story*. Once reviewed and approved by BJA, all success stories will appear on the new **BJA Success Story web page**.

## **Priorities**

BJA recognizes that the downturn in the economy has resulted in significant pressures on state and local criminal justice systems. In these challenging times, shared priorities and leveraged resources can make a significant impact. In light of this, it is important to make SAAs and local JAG recipients aware of several areas of priority that may be of help in maximizing the effectiveness of JAG funding at the state and local level.

In addition to our longstanding and unwavering commitment to keeping violent crime at its lowest level in decades, the following priorities represent key areas where BJA will be focusing nationally and invite each state and local JAG recipient to join us in addressing these challenges as a part of our JAG partnership.

## **Reducing Gun Violence**

Gun violence has touched every state, county, city, town, and tribal government in America. In the aftermath of the Sandy Hook Elementary School tragedy and recent mass shooting at the Washington Navy Yard, BJA continues to encourage states and localities to invest valuable JAG funds in programs to: combat gun violence, enforce existing firearms laws, improve the process used to ensure that those prohibited from purchasing or owning guns are prevented from doing so, enhance reporting to the FBI's National Instant Criminal Background Check System (NICS) and provide active shooter response training to law enforcement officers and first responders.

## **Recidivism Reduction, Pretrial Reform and Justice System Realignment**

In this time of fiscal austerity and smaller state and local budgets, reducing unnecessary incarceration in a manner that promotes public safety is a paramount goal. Effective community supervision coupled with evidence-based program interventions can result in significant reductions in recidivism. A priority funding area is the implementation of effective pretrial services programs. The use of validated risk assessment tools to inform pre-trial release decisions is critical. For a variety of resources, or to request BJA supported technical assistance from the Pre-trial Justice Institute, see [www.pretrial.org](http://www.pretrial.org). Another priority for JAG funding is to support innovative programs and approaches in probation and parole supervision that improve services to offenders and increase collaborative efforts among community supervision agencies with law enforcement and the courts. Another promising approach to justice systems reform is the Justice Reinvestment Initiative (JRI), a public-private partnership between BJA and the PEW Public Safety Performance Project. Currently, 19 states and 17 local governments are working to control spiraling incarceration costs through JRI and reinvestment savings in evidence-based criminal justice programs and strategies. Strategic investment of JAG funds to implement JRI legislation and policy changes in those states and localities can augment federal funds and achieve greater cost savings and reinvestments in programs to promote public safety. (See the Urban Institute's [Justice Reinvestment Initiative State Assessment Report](#).)

## **Indigent Defense**

Another key priority area is support for indigent defense. BJA continues to encourage states and units of local government to use JAG funds to support the vital needs of the indigent defense community. Attorney General Holder has consistently stressed that the crisis in indigent defense reform is a serious concern which must be addressed if true justice is to be achieved in our nation. In 2002, the American Bar Association (ABA) published Ten Principles of a Public Defense Delivery System which represent fundamental building blocks for implementing quality legal representation for indigent defendants. (See ABA's [Ten Principles of a Public Defense Delivery System](#).)

## **Improving Mental Health Services**

Disproportionate numbers of people with mental illness are involved in the criminal justice system often as a result of untreated or undertreated mental illness. This is an issue that impacts numerous facets of the criminal justice system. After the Newtown tragedy, numerous states began pushing for and adopting policies supporting early identification and intervention. States aimed to enhance mental health screening services to identify emerging mental illness in children and adolescents and to ensure adequate access to care. BJA encourages states and units of local government to utilize JAG funding in support of programs and policy changes

aimed at the following: identifying and treating people with severe mental illness before they reach crisis point; training law enforcement and correctional officers on mental health and mental health related crisis-intervention; increasing justice system diversion strategies to divert offenders with mental illness from unnecessary arrest and incarceration to more appropriate and cost-effective community-based treatment and supervision; mental health courts, allowing inmates to continue psychotropic medication in jails; and improving oversight of mental health care in jails, increasing post-jail housing options and enhancing community mental health services. (See Adults with Behavioral Health Needs under Correctional Supervision.)

## Evidence-Based “Smart” Programs

Many criminal justice agencies continue to experience unprecedented budget cuts, layoffs, and reductions in force. These challenges must be met by making wider use of advancements in the criminal justice field in the last several decades which rely on use of data, crime analysis, cutting edge technology, research and evaluations regarding evidenced-based and high-performing programs. A useful matrix of evidence-based policing programs and strategies is available through the Center for Evidence-Based Policy at George Mason University. In the re-entry field, a summary of research-based re-entry strategies is available on the National Reentry Resource Center’s What Works in Reentry Clearinghouse link. BJA offers a number of program models designed to effectively implement evidence based strategies including Smart Policing, Smart Supervision, Smart Pretrial, and Smart Prosecution.

BJA encourages states and units of local government to use JAG funds to support these “smart on crime” strategies, including effective partnerships with universities and research partners and with non-traditional criminal justice partners.

## What an Application Should Include

Applicants should anticipate that if they fail to submit an application that contains all of the specified elements, it may negatively affect the review of their application; and, should a decision be made to make an award, it may result in the inclusion of special conditions that preclude the recipient from accessing or using award funds pending satisfaction of the conditions.

Refer to the BJA Grant Writing and Management Academy and OJP’s Grants 101 for an overview of what should be included in each application requirement. These trainings can be found at [bj.ncjrs.gov/gwma/index.html](http://bj.ncjrs.gov/gwma/index.html) and [www.ojp.gov/grants101/](http://www.ojp.gov/grants101/).

OJP strongly recommends use of appropriately descriptive file names (e.g., “Program Narrative,” “Budget Narrative,” “Memoranda of Understanding,” etc.) for all attachments.

### 1. Information to Complete the Application for Federal Assistance (SF-424)

The SF-424 is a standard form required for use as a cover sheet for submission of pre-applications, applications, and related information. GMS takes information from the applicant’s profile to populate the fields on this form.

### 2. Project Abstract

Applicants **must** provide an abstract that includes the applicant’s name, title of the project, goals of the project, and a description of the strategies to be used. In addition, above or below the abstract narrative, applicants **must identify up to 5 project identifiers** that would

be associated with proposed project activities. The list of all identifiers can be found at [www.bja.gov/funding/JAGIdentifiers.pdf](http://www.bja.gov/funding/JAGIdentifiers.pdf). The abstract **should not** exceed a half-page, or 400-500 words.

**Failure to submit this required information will result in an application being returned in the Grants Management System (GMS) for inclusion of the missing information OR the attachment of a withholding of funds special condition at the time of award.**

### **3. Program Narrative**

Applicants **must** submit a program narrative that generally describes the proposed program activities for the two or four year grant period. The narrative must outline the type of programs to be funded by the JAG award and provide a brief analysis of the need for the programs. Narratives must also identify anticipated coordination efforts involving JAG and related justice funds. Certified disparate jurisdictions submitting a **joint application** must specify the funding distribution to each disparate unit of local government and the purposes for which the funds will be used.

**Failure to submit this required information will result in an application being returned in the Grants Management System (GMS) for inclusion of the missing information OR the attachment of a withholding of funds special condition at the time of award.**

### **4. Budget and Budget Narrative**

Applicants must submit a budget and budget narrative outlining how JAG funds, including administrative funds if applicable, will be used to support and implement the program. This narrative should include a full breakdown of administrative costs, as well as an overview of how funds will be allocated across approved JAG purpose areas. Applicants should utilize the following approved budget categories to label the requested administrative and/or sub-grant expenditures: Personnel, Fringe Benefits, Travel, Equipment, Supplies, Consultants/Contracts, and an Other category. For informational purposes only, a sample budget form may be found at [www.ojp.usdoj.gov/funding/forms/budget\\_detail.pdf](http://www.ojp.usdoj.gov/funding/forms/budget_detail.pdf).

For questions pertaining to budget and examples of allowable and unallowable costs, see the OJP Financial Guide at [www.ojp.usdoj.gov/financialguide/index.htm](http://www.ojp.usdoj.gov/financialguide/index.htm).

**Failure to submit this required information will result in an application being returned in the Grants Management System (GMS) for inclusion of the missing information OR the attachment of a withholding of funds special condition at the time of award.**

#### **a. Non-Competitive Procurement Contracts In Excess of Simplified Acquisition Threshold**

If an applicant proposes to make one or more non-competitive procurements of products or services, where the non-competitive procurement will exceed the simplified acquisition threshold (also known as the small purchase threshold), which is currently set at \$150,000, the application should address the considerations outlined in the [OJP Financial Guide](#).

### **5. Review Narrative**

Applicants **must** submit information documenting that the date the JAG application was made available for review by the governing body, or to an organization designated by that governing body, not less than 30 days before the application was submitted to BJA. The attachment must also specify that an opportunity to comment was provided to citizens prior

to application submission to the extent applicable law or established procedures make such opportunity available.

**Below are notification language templates that can be utilized in completing this section of the application.**

The (provide name of City/County/Tribe) made its Fiscal Year 2014 JAG application available to the (provide name of governing body) for its review and comment on (provide date); or intends to do so on (provide date).

The (provide name of City/County/Tribe) made its Fiscal Year 2014 JAG application available to citizens for comment prior to application submission by (provide means of notification); or the application has not yet been made available for public review/comment.

**Failure to submit this required information will result in an application being returned in the Grants Management System (GMS) for inclusion of the missing information OR the attachment of a withholding of funds special condition at the time of award.**

**6. Applicant Disclosure of Pending Applications**

Applicants are to disclose whether they have pending applications for federally funded grants or subgrants (including cooperative agreements) that include requests for funding to support the same project being proposed under this solicitation and will cover the identical cost items outlined in the budget narrative and worksheet in the application under this solicitation. The disclosure should include both direct applications for federal funding (e.g., applications to federal agencies) and indirect applications for such funding (e.g., applications to state agencies that will subaward federal funds).

OJP seeks this information to help avoid any inappropriate duplication of funding. Leveraging multiple funding sources in a complementary manner to implement comprehensive programs or projects is encouraged and is not seen as inappropriate duplication.

Applicants that have pending applications as described above are to provide the following information about pending applications submitted within the last 12 months:

- the federal or state funding agency
- the solicitation name/project name
- the point of contact information at the applicable funding agency.

Federal or State Funding Agency	Solicitation Name/Project Name	Name/Phone/E-mail for Point of Contact at Funding Agency
DOJ/COPS	COPS Hiring Program	Jane Doe, 202/000-0000; jane.doe@usdoj.gov
HHS/ Substance Abuse & Mental Health Services Administration	Drug Free Communities Mentoring Program/ North County Youth Mentoring Program	John Doe, 202/000-0000; john.doe@hhs.gov

Applicants should include the table as a separate attachment, with the file name "Disclosure of Pending Applications," to their application. Applicants that do not have pending applications as described above are to include a statement to this effect in the separate attachment page (e.g., "[Applicant Name on SF-424] does not have pending applications submitted within the last 12 months for federally funded grants or subgrants (including cooperative agreements) that include requests for funding to support the same project being proposed under this solicitation and will cover the identical cost items outlined in the budget narrative and worksheet in the application under this solicitation.").

**7. Memorandum of Understanding (if applicable)**

Jurisdictions certified as disparate **must** identify a fiscal agent that will submit a **joint application** for the aggregate eligible allocation to all disparate municipalities. The joint application **must** determine and specify the award distribution to each unit of local government and the purposes for which the funds will be used. When beginning the JAG application process, a Memorandum of Understanding (MOU) that identifies which jurisdiction will serve as the applicant/fiscal agent for joint funds **must** be completed and signed by the Authorized Representative for each participating jurisdiction. The signed MOU **must** be attached to the application. For a sample MOU, go to [www.bja.gov/Funding/JAGMOU.pdf](http://www.bja.gov/Funding/JAGMOU.pdf).

**Failure to submit this required information will result in an application being change requested in the Grants Management System (GMS) for inclusion of the missing information OR the attachment of a withholding special condition at the time of award if time does not permit for a change request process.**

**8. Tribal Authorizing Resolution (if applicable)**

Tribes, tribal organizations, or third parties proposing to provide direct services or assistance to residents on tribal lands should include in their applications a resolution, a letter, affidavit, or other documentation, as appropriate, that certifies that the applicant has the legal authority from the tribe(s) to implement the proposed project on tribal lands. In those instances when an organization or consortium of tribes applies for a grant on behalf of a tribe or multiple specific tribes, then the application should include appropriate legal documentation, as described above, from all tribes that would receive services/assistance under the grant. A consortium of tribes for which existing consortium bylaws allow action without support from all tribes in the consortium (i.e., without an authorizing resolution or comparable legal documentation from each tribal governing body) may submit, instead, a copy of its consortium bylaws with the application.

Applicants unable to submit an application that includes a fully-executed (i.e., signed) copy of appropriate legal documentation, as described above, consistent with the applicable tribe's governance structure, should, at minimum, submit an unsigned, draft version of such legal documentation as part of its application (except in cases in which, with respect to a tribal consortium applicant, consortium bylaws allow action without the support of all consortium member tribes). If receiving funding, BJA will make use of and access to funds will be contingent on receipt of the fully-executed legal documentation.

**9. Applicant Disclosure of High Risk Status**

Applicants are to disclose whether they are currently designated high risk by another federal grant making agency. This includes any status requiring additional oversight by the federal agency due to past programmatic or financial concerns. If an applicant is designated high risk by another federal grant making agency, you must email the following information to

[OJPComplianceReporting@usdoj.gov](mailto:OJPComplianceReporting@usdoj.gov) at the time of application submission:

- The federal agency that currently designated the applicant as high risk;
- Date the applicant was designated high risk;
- The high risk point of contact name, phone number, and email address, from that federal agency; and
- Reasons for the high risk status.

OJP seeks this information to ensure appropriate federal oversight of any grant award. Unlike the Excluded Parties List, this high risk information does not disqualify any organization from receiving an OJP award. However, additional grant oversight may be included, if necessary, in award documentation.

#### **10. Additional Attachments (if applicable)**

##### **Research and Evaluation Independence and Integrity**

If a proposal involves research and/or evaluation, regardless of the proposal's other merits, in order to receive funds, the applicant must demonstrate research/evaluation independence, including appropriate safeguards to ensure research/evaluation objectivity and integrity.

For purposes of this solicitation, research and evaluation independence and integrity pertains to ensuring that the design, conduct, or reporting of research and evaluation funded by BJA grants, cooperative agreements, or contracts will not be biased by any personal or financial conflict of interest on the part of the investigators responsible for the research and evaluation or on the part of the applicant organization. Conflicts can be either actual or apparent. Examples of potential investigator (or other personal) conflict situations may include those in which an investigator would be in a position to evaluate a spouse's work product (actual conflict), or an investigator would be in a position to evaluate the work of a former colleague (potential apparent conflict). With regard to potential organizational conflicts of interest, as one example, generally an organization could not be given a grant to evaluate a project if that organization had itself provided substantial prior technical assistance to that project, as the organization in such an instance would appear to be evaluating the effectiveness of its own prior work. The key is whether a reasonable person understanding all of the facts would be able to have confidence that the results of any research or evaluation project are objective and reliable. Any outside personal or financial interest that casts doubt on that objectivity and reliability is a problem.

In the attachment dealing with research and evaluation independence and integrity, the applicant should explain the process and procedures that the applicant has put in place to identify and eliminate (or, at the very least, mitigate) potential personal or financial conflicts of interest on the part of its staff, consultants, and/or subrecipients. It should also identify any potential organizational conflicts of interest on the part of the applicant with regard to the proposed research/evaluation. If the applicant reasonably believes that no potential personal or organizational conflicts of interest exist, then the applicant should provide a brief narrative explanation of how and why it reached that conclusion. Documentation that may be helpful in this regard could include organizational codes of ethics/conduct or policies regarding organizational, personal, and financial conflicts of interest.

For situations in which potential personal or organizational conflicts of interest exist, in the attachment, the applicant should identify the safeguards the applicant has or will put in place to eliminate, mitigate, or otherwise address those conflicts of interest.

Considerations in assessing research and evaluation independence and integrity will include, but may not be limited to, the adequacy of the applicant's efforts to identify factors that could affect the objectivity or integrity of the proposed staff and/or the organization in carrying out the research, development, or evaluation activity; and the adequacy of the applicant's existing or proposed remedies to control any such factors.

#### **11. Accounting System and Financial Capability Questionnaire**

Any applicant (other than an individual) that is a non-governmental entity and that has not received any award from OJP within the past 3 years must download, complete, and submit this [form](#).

### **Review Process**

OJP is committed to ensuring a fair and open process for awarding grants. BJA reviews the application to make sure that the information presented is reasonable, understandable, measurable, and achievable, as well as consistent with the solicitation. BJA will review applications for formula awards to ensure statutory requirements have been met.

Absent explicit statutory authorization or written delegation of authority to the contrary, the Assistant Attorney General will make all final award decisions.

### **Additional Requirements**

Applicants selected for awards must agree to comply with additional legal requirements upon acceptance of an award. OJP encourages applicants to review the information pertaining to these additional requirements prior to submitting an application. Additional information for each requirement can be found at [www.ojp.usdoj.gov/funding/other\\_requirements.htm](http://www.ojp.usdoj.gov/funding/other_requirements.htm).

- Civil Rights Compliance
- Civil Rights Compliance Specific to State Administering Agencies
- Faith-Based and Other Community Organizations
- Confidentiality
- Research and the Protection of Human Subjects
- Anti-Lobbying Act
- Financial and Government Audit Requirements
- Reporting of Potential Fraud, Waste, and Abuse, and Similar Misconduct
- National Environmental Policy Act (NEPA)

- DOJ Information Technology Standards (if applicable)
- Single Point of Contact Review
- Non-Supplanting of State or Local Funds
- Criminal Penalty for False Statements
- Compliance with Office of Justice Programs Financial Guide
- Suspension or Termination of Funding
- Non-profit Organizations
- For-profit Organizations
- Government Performance and Results Act (GPRA)
- Rights in Intellectual Property
- Federal Funding Accountability and Transparency Act of 2006 (FFATA)
- Awards in Excess of \$5,000,000 – Federal Taxes Certification Requirement
- Active SAM Registration
- Policy and Guidance for Approval, Planning, and Reporting of Conferences (including Meetings and Trainings)
- OJP Training Guiding Principles for Grantees and Subgrantees

## How to Apply

Applicants must submit applications through the Grants Management System (GMS), which provides cradle to grave support for the application, award, and management of awards at OJP. Applicants **must register in GMS for each specific funding opportunity**. Although the registration and submission deadlines are the same, OJP urges applicants to **register promptly**, especially if this is their first time using the system. Find complete instructions on how to register and submit an application in GMS at [www.ojp.usdoj.gov/gmscbt/](http://www.ojp.usdoj.gov/gmscbt/). Applicants that experience technical difficulties during this process should e-mail [GMS.HelpDesk@usdoj.gov](mailto:GMS.HelpDesk@usdoj.gov) or call 888-549-9901 (option 3), Monday–Friday from 6:00 a.m. to midnight eastern time, except federal holidays. OJP recommends that applicants **register promptly** to prevent delays in submitting an application package by the deadline.

**Note on File Types: GMS does not accept executable file types as application attachments.** These disallowed file types include, but are not limited to, the following extensions: “.com,” “.bat,” “.exe,” “.vbs,” “.cfg,” “.dat,” “.db,” “.dbf,” “.dll,” “.ini,” “.log,” “.ora,” “.sys,” and “.zip.”

All applicants should complete the following steps:

- 1. Acquire a Data Universal Numbering System (DUNS) number.** In general, the Office of Management and Budget requires that all applicants (other than individuals) for federal funds include a DUNS number in their application for a new award or a supplement to an existing award. A DUNS number is a unique nine-digit sequence recognized as the universal standard for identifying and differentiating entities receiving federal funds. The identifier is used for tracking purposes and to validate address and point of contact information for federal assistance applicants, recipients, and subrecipients. The DUNS number will be used throughout the grant life cycle. Obtaining a DUNS number is a free, one-time activity. Call Dun and Bradstreet at 866-705-5711 to obtain a DUNS number or apply online at [www.dnb.com](http://www.dnb.com). A DUNS number is usually received within 1-2 business days.
- 2. Acquire registration with the System for Award Management (SAM).** SAM is the repository for standard information about federal financial assistance applicants, recipients, and subrecipients. OJP requires that all applicants (other than individuals) for federal financial assistance maintain current registrations in the SAM database. Applicants must **update or renew their SAM registration annually** to maintain an active status.

Information about SAM registration procedures can be accessed at [www.sam.gov](http://www.sam.gov).

- 3. Acquire a GMS username and password.** New users must create a GMS profile by selecting the "First Time User" link under the sign-in box of the [GMS](#) home page. For more information on how to register in GMS, go to [www.ojp.usdoj.gov/gmscbt/](http://www.ojp.usdoj.gov/gmscbt/).
- 4. Verify the SAM (formerly CCR) registration in GMS.** OJP requests that all applicants verify their SAM registration in GMS. Once logged into GMS, click the "CCR Claim" link on the left side of the default screen. Click the submit button to verify the SAM (formerly CCR) registration.
- 5. Search for the funding opportunity on GMS.** After logging into GMS or completing the GMS profile for username and password, go to the "Funding Opportunities" link on the left side of the page. Select "Bureau of Justice Assistance" and the "Edward Byrne Memorial Justice Assistance Grant (JAG) Program—Local Solicitation."
- 6. Register by selecting the "Apply Online" button associated with the funding opportunity title.** The search results from step 5 will display the funding opportunity title along with the registration and application deadlines for this funding opportunity. Select the "Apply Online" button in the "Action" column to register for this funding opportunity and create an application in the system.
- 7. Complete the Disclosure of Lobbying Activities, if applicable.** Any applicant that expends any funds for lobbying activities must provide the detailed information requested on the form, *Disclosure of Lobbying Activities* ([SF-LLL](#)).
- 8. Follow the directions in GMS to submit an application consistent with this solicitation.** Once submitted, GMS will display a confirmation screen stating the submission was successful. **Important:** In some instances, applicants must wait for GMS approval before submitting an application. OJP urges applicants to submit the application **at least 72 hours prior** to the application due date.

### **Note: Duplicate Applications**

If an applicant submits multiple versions of an application, BJA will review the most recent version submitted.

### **Experiencing Unforeseen GMS Technical Issues**

Applicants that experience unforeseen GMS technical issues beyond their control that prevent them from submitting their application by the deadline must e-mail your State Policy Advisor **within 24 hours after the application deadline** and request approval to submit their application. The e-mail must describe the technical difficulties and include a timeline of the applicant's submission efforts, the complete grant application, the applicant's DUNS number, and any GMS Help Desk or SAM tracking number(s). **Note: BJA does not approve requests automatically.** After the program office reviews the submission, and contacts the GMS Help Desk to validate the reported technical issues, OJP will inform the applicant whether the request to submit a late application has been approved or denied. If OJP determines that the applicant failed to follow all required procedures, which resulted in an untimely application submission, OJP will deny the applicant's request to submit their application.

The following conditions are generally insufficient to justify late submissions:

- failure to register in SAM or GMS in sufficient time
- failure to follow GMS instructions on how to register and apply as posted on the GMS Web site
- failure to follow each instruction in the OJP solicitation
- technical issues with the applicant's computer or information technology environment, including firewalls.

**Notifications regarding known technical problems with GMS, if any, are posted at the top of the OJP funding Web page at [www.ojp.usdoj.gov/funding/solicitations.htm](http://www.ojp.usdoj.gov/funding/solicitations.htm).**

### **Provide Feedback to OJP**

To assist OJP in improving its application and award processes, we encourage applicants to provide feedback on this solicitation, the application submission process, and/or the application review/peer review process. Provide feedback to [OJPSolicitationFeedback@usdoj.gov](mailto:OJPSolicitationFeedback@usdoj.gov).

**IMPORTANT:** This e-mail is for feedback and suggestions only. Replies are **not** sent from this mailbox. If you have specific questions on any program or technical aspect of the solicitation, **you must** directly contact the appropriate number or e-mail listed on the front of this solicitation document. These contacts are provided to help ensure that you can directly reach an individual who can address your specific questions in a timely manner.

If you are interested in being a reviewer for other OJP grant applications, please e-mail your resume to [ojppeerreview@lmbps.com](mailto:ojppeerreview@lmbps.com). The OJP Solicitation Feedback email account will not forward your resume. **Note:** Neither you nor anyone else from your organization can be a peer reviewer in a competition in which you or your organization have submitted an application.

# Application Checklist

## Edward Byrne Memorial Justice Assistance Grant (JAG) Program FY 2014 Local Solicitation

This application checklist has been created to assist in developing an application.

### What an Applicant Should Do:

#### *Prior to Registering in GMS:*

- Acquire a DUNs Number (see page 21)
- Acquire or renew registration with SAM (see page 21)

#### *To Register with GMS:*

- For new users, acquire a GMS username and password\* (see page 21)
- For existing users, check GMS username and password\* to ensure account access (see page 21)
- Verify SAM registration in GMS (see page 21)
- Search for correct funding opportunity in GMS (see page 21)
- Register by selecting the "Apply Online" button associated with the funding opportunity title (see page 21)

\*Password Reset Notice – GMS users are reminded that while password reset capabilities exist, this function is only associated with points of contacts designated within GMS at the time the account was established. Neither OJP or the GMS Help Desk will initiate a password reset unless requested by the authorized official or a designated point of contact associated with an award or application.

### General Requirements:

- Review "Other Requirements" web page

### Eligibility Requirement:

- Jurisdiction listed as the legal name on the application corresponds with the eligible jurisdiction listed on BJA's JAG web page
- Federal amount requested is within the allowable limit of the FY 2014 JAG Allocations List as listed on BJA's JAG web page

### What an Application Should Include:

- Application for Federal Assistance (SF-424) (see page 14)
- Project Abstract (see page 14)
- Program Narrative (see page 15)
- Budget and Budget Narrative (see page 15)
- Review Narrative (see page 15)
- Applicant Disclosure of Pending Applications (see page 16)
- Memorandum of Understanding, if applicable (see page 17)
- Tribal Authorizing Resolution, if applicable (see page 17)
- Applicant Disclosure of High Risk Status (see page 17)
- Research and Evaluation Independence and Integrity, if applicable (see page 18)
- Accounting System and Financial Capability Questionnaire (if applicable) (see page 19)
- Disclosure of Lobbying Activities, if applicable (SF-LLL) (see page 21)

## COUNCIL COMMUNICATION

<b>Date</b> July 7, 2014	<b>Agenda Item</b> 9 a ii	<b>Subject:</b> Intergovernmental Agreements between the City and Arapahoe County
<b>INITIATED BY:</b> Community Development Dept.	<b>STAFF SOURCE:</b> Harold Stitt, Senior Planner Janet Grimmatt, Housing Finance Specialist	

### COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

Council passed Ordinance No. 25, Series of 2012 relating to the participation in the Urban County Entitlement Program for CDBG and HOME funds for fiscal years 2013 through 2015; and also passed Resolution No. 71, Series of 2013 supporting the submission of applications for 2014 CDBG funding.

### RECOMMENDED ACTION

Approve a Bill for an Ordinance authorizing the execution of two Intergovernmental Subgrantee Agreements for the 2014 Arapahoe County Community Development Block Grant Program between the Arapahoe Board of County Commissioners and the City of Englewood.

### BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

The Federal Community Development Block Grant (CDBG) Program provides grants to units of local government and urban counties to meet housing and community development needs. The objective of the Program is achieved through projects developed by the local government that are designed to give priority to those activities that benefit low- and moderate-income families. Funds are allocated by statutory formula to each entitlement area. Arapahoe County is an approved entitlement area. The grant funds are distributed by Arapahoe County to each participating city within the county.

For FY2013, funds were approved to support the following projects:

- \$100,000 for the Energy Efficient Englewood (E3) project to provide matching grants to twelve low to moderate income homeowners for energy efficiency interior and exterior home improvements; and,
- \$ 27,500 for the Housing Rehabilitation project to provide low interest loans and/or grants to three income eligible homeowners for health and safety related home improvements.

An additional \$22,500 of the City's allocation of CDBG funds was approved by Arapahoe County to support the House of Hope Staffing project. It was requested that Arapahoe County contract directly with Family Tree for the administration of the project.

## **FINANCIAL IMPACT**

The existing employees in Community Development are available to administer the projects and their salaries and benefits are part of the City's contribution. The City will utilize a portion of the CDBG funding from both projects (est. \$4,000) to partially offset the costs of those salaries and benefits.

## **LIST OF ATTACHMENTS**

Bill for an Ordinance

BY AUTHORITY

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

COUNCIL BILL NO. 38  
INTRODUCED BY COUNCIL  
MEMBER \_\_\_\_\_

A BILL FOR

AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF TWO INTERGOVERNMENTAL SUBGRANTEE AGREEMENTS FOR 2014 COMMUNITY DEVELOPMENT BLOCK GRANTS (CDBG) BETWEEN THE ARAPAHOE BOARD OF COUNTY COMMISSIONERS AND THE CITY OF ENGLEWOOD, COLORADO.

WHEREAS, the City Council of the City of Englewood approved the execution of an Intergovernmental Agreement between the City of Englewood and Arapahoe County by passage of Ordinance No. 25, Series of 2012, covering the City's participation in the Arapahoe County CDBG Entitlement Program for funding years 2013 through 2015; and

WHEREAS, the Englewood City Council passed Resolution 71, Series of 2013, supporting Housing and Community Development that authorized submitting an application for 2014 CDBG funding; and

WHEREAS, the Energy Efficient Englewood Project has been categorized as a housing rehabilitation activity; and

WHEREAS, the Housing Rehabilitation Project has been categorized as a housing rehabilitation activity.

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

Section 1. The Subgrantee Agreement for Arapahoe County Community Development Block Grant Funds – Subgrantee: City of Englewood, Project Name: Energy Efficient Englewood (E3) Project Number: ENHS 1405, attached hereto as Attachment 1, is hereby accepted and approved by the Englewood City Council.

Section 2. The Subgrantee Agreement for Arapahoe County Community Development Block Grant Funds – Subgrantee: City of Englewood, Project Name: Housing Rehabilitation Project Number: ENHS 1406, attached hereto as Attachment 2, is hereby accepted and approved by the Englewood City Council.

Section 3. Community Development Block Grant (CDBG) funds are Federal Housing and Urban Development funds which are administered through Arapahoe County, Colorado.

Section 4. The Mayor is hereby authorized to sign said Agreements for and on behalf of the City of Englewood, Colorado.

Section 5. The City Manager shall be authorized to further extend the subgrantee agreements for Project Number EN HS 1405 and Project Number EN HS 1406 attached hereto for the Arapahoe County Community Development Block Grant Program as needed through 2015.

Introduced, read in full, and passed on first reading on the 7th day of July, 2014.

Published by Title as a Bill for an Ordinance in the City's official newspaper on the 11<sup>th</sup> day of July, 2014.

Published as a Bill for an Ordinance on the City's official website beginning on the 9<sup>th</sup> day of July, 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 7th day of July, 2014.

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Loucrishia A. Ellis

**SUBGRANTEE AGREEMENT FOR  
ARAPAHOE COUNTY  
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS**

**SUBGRANTEE: City of Englewood  
PROJECT NAME: Energy Efficient Englewood (E3)  
PROJECT NUMBER: ENHS 1405**

This Agreement is made by and between the Board of County Commissioners of the County of Arapahoe, State of Colorado, for the Community Development Block Grant Program in the Community Resources Department (hereinafter referred to as the County) and the City of Englewood (hereinafter referred to as the SubGrantee) for the conduct of a Community Development Block Grant (CDBG) Project.

**I. PURPOSE**

The primary objective of Title I of the Housing and Community Development Act of 1974, as amended, and of the Community Development Block Grant (CDBG) Program under this Title is the development of viable urban communities, by providing decent housing, a suitable living environment and expanding economic opportunities, principally for low and moderate income persons.

The project by the SubGrantee known as **Energy Efficient Englewood (E3)** (Project) will be carried out in accordance with the Scope of Services, attached to, and incorporated herein as Exhibit A.

The SubGrantee may proceed to incur costs for the Project upon receipt of an official "Notice to Proceed" from the County.

**II. WORK TO BE COMPLETED BY THE SUBGRANTEE**

The grant funds are to be used only to provide services to Arapahoe County residents, excluding residents of the city of Aurora, per County CDBG guidelines.

**A. Payment**

It is expressly agreed and understood that the total amount to be paid by the County under this contract shall not exceed \$100,000. Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in the Project Budget and in accordance with performance criteria established in Exhibit A Scope of Services. The parties expressly recognize that the SubGrantee is to be paid with CDBG funds received from the federal government, and that the obligation of the County to make payment to SubGrantee is contingent upon receipt of such funds. In the event that said funds, or any part thereof, are, or become, unavailable, then the County may immediately terminate or, amend this agreement. To the extent C.R.S. § 29-1-110 is applicable, any financial obligation of the County to the SubGrantee

beyond the current fiscal year is also contingent upon adequate funds being appropriated, budgeted and otherwise available.

Upon expiration of this Agreement, as identified by the Agreement Date and Project Deadline (Deadline) in Exhibit A, the SubGrantee shall transfer to the County any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. These transferred funds shall revert to the County and be utilized for other purposes.

## **B. Timeline**

All Project activities shall be completed and draw requests submitted by the Deadline unless the Subgrantee notifies the County in writing thirty (30) days prior to the Deadline that the funds cannot be disbursed. An extension may be granted, in writing, in which all draw requests be submitted and Project activities shall be completed by thirty (30) days following the Deadline. In the event that the completion deadline falls on a weekend or holiday, the Deadline will be considered the work day prior to the scheduled completion date. If the project requires additional time past the extended Deadline, the Agreement must be modified by mutual agreement of the County and the SubGrantee.

## **C. Performance Criteria**

In accordance with the funding application submitted by the SubGrantee for the Project, the criteria listed below are to be met during the execution of the Project as identified in Exhibit A Scope of Services.

1. Quantifiable Goals
2. Community Impact
3. Monthly Performance Standards

## **D. Reporting Requirements**

1. Project reports will be due within twenty (20) days following the end of each reporting period as specified in Exhibit A Scope of Services until the Project is completed.
2. The official annual audit and/or Financial Statements for the SubGrantee in which both revenues and expenditures for the CDBG Projects described herein are detailed are due annually. The last completed official annual audit report and/or Financial Statements shall be due on May 31, and for four (4) years thereafter on May 31.
3. Non-profit organizations that expend \$500,000 or more annually in federal funds shall comply with the Single Audit Act of 1984, as amended, as implemented in OMB Circular A-133, and other applicable federal regulations.

### **III. RESPONSIBILITIES OF THE SUBGRANTEE**

#### **A. Federal Compliance**

The SubGrantee shall comply with all applicable federal laws, regulations and requirements, and all provisions of the grant agreements received from the U.S. Department of Housing and Urban Development (HUD) by the County. These include but are not limited to compliance with the provisions of the Housing and Community Development Act of 1974 and all rules, regulations, guidelines and circulars promulgated by the various federal departments, agencies, administrations and commissions relating to the CDBG Program. A listing of some of the applicable laws and regulations are as follows:

1. 24 CFR Part 570;
2. 24 CFR Parts 84 and 85 as applicable per 24 CFR 570.502;
3. Title VI of the Civil Rights Act of 1964;
4. Title VIII of the Civil Rights Act of 1968;
5. Sections 104(b) and 109 of the Housing and Community Development Act of 1974;
6. Fair housing regulations established in the Fair Housing Act, Public Law 90-284, and Executive Order 11063;
7. Section 504 of the Rehabilitation Act of 1973;
8. Asbestos guidelines established in CPD Notice 90-44;
9. The Energy Policy and Conservation Act (Public Law 94-163) and 24 CFR Part 39;
10. Non-discrimination in employment, established by Executive Order 11246;
11. Equal employment opportunity and minority business enterprise regulations established in 24 CFR part 570.904;
12. Section 3 of the Housing and Urban Development Act of 1968;  
The purpose of section 3 is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed to low- and very low income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.
13. Federal procurement rules when purchasing services, supplies, materials, or equipment. The applicable federal regulations are contained in: 24 CFR Part 85 or through 24 CFR Part 84, as applicable;
14. Lead Based Paint regulations established in 24 CFR Parts 35 and 570.608;
15. Audit requirements established in OMB Circular A-133; and

16. Cost principles established in OMB Circulars A-87 and A-122 as applicable per 24 CFR 570.502;

17. Conflict of Interest:

*a) Applicability.*

(1) In the procurement of supplies, equipment, construction, and services by the County and by the SubGrantee, the conflict of interest provisions in 24 CFR 85.36 and 24 CFR 84.42, respectively shall apply.

(2) In all cases not governed by 24 CFR 85.36 and 84.42, the provisions of 24 CFR 570.611 (2) shall apply. Such cases include the acquisition and disposition of real property and the provision of assistance by the County or by its SubGrantees to individuals, businesses, and other private entities under eligible activities that authorize such assistance (e.g., rehabilitation, preservation, and other improvements of private properties or facilities pursuant to 24 CFR 570.202; or grants, loans, and other assistance to businesses, individuals, and other private entities pursuant to 24 CFR 570.203, 570.204, 570.455, or 570.703 (i)).

*b) Conflicts prohibited.* The general rule is that persons described in paragraph (c) of this section who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this part, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may not obtain a financial interest or benefit from a CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

*c) Persons covered.* The conflict of interest provisions of paragraph (b) of this section apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the County, or any designated public agencies, or of the SubGrantee that are receiving funds under this part.

*d) Exceptions.* Upon the written request of the County, HUD may grant an exception to the provisions of paragraph (b) of this section on a case-by-case basis when it has satisfactorily met the threshold requirements of (d)(1) of this section, taking into account the cumulative effects of paragraph (d)(2) of this section.

(1) *Threshold requirements.* HUD will consider an exception only after the County has provided the following documentation:

- i. A disclosure of the nature of the conflict, accompanied by an assurance that there has been

public disclosure of the conflict and a description of how the public disclosure was made; and

- ii. An opinion of the County's attorney that the interest for which the exemption is sought would not violate State or local law.

(2) *Factors to be considered for exceptions.* In determining whether to grant a requested exception after the County has satisfactorily met the requirements of paragraph (d)(1) of this section, HUD shall conclude that such an exception will serve to further the purposes of the Act and the effective and efficient administration of the County's program or project, taking into account the following factors, as applicable:

- i. Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project that would otherwise not be available;
- ii. Whether an opportunity was provided for open competitive bidding or negotiation;
- iii. Whether the person affected is a member of a group or class of low- or moderate-income persons intended to be the beneficiaries of the assisted activity, and the exception will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class;
- iv. Whether the affected person has withdrawn from his or her functions or responsibilities, or the decision making process with respect to the specific assisted activity in question;
- v. Whether the interest or benefit was present before the affected person was in a position as described in paragraph (b) of this section;
- vi. Whether undue hardship will result either to the County or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and
- vii. Any other relevant considerations.

18. The SubGrantee cannot engage in a federally funded contract with any entity registered in the Lists of Parties Excluded From Federal Procurement or Nonprocurement Programs.

**19. Labor Standards (Davis-Bacon)**

Except for the rehabilitation of residential property that contains less than eight (8) units, the SubGrantee, and its

contractor and all subcontractors shall comply with the Davis-Bacon Act, 40 U.S.C. 276a to 276a-7, and applicable regulations of the Department of Labor under 29 C.F.R. Part 5, requiring the payment of wages at rates of not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor, when the project costs total \$2,000 or more and the work is financed in whole or in part with assistance provided under this Agreement. The applicable Davis-Bacon wage rate schedule must be included in all bid and contract documents, as well as the "Federal Labor Standards Provisions", Form HUD-4010.

## **20. Lead Based Paint Regulations**

If the Project involves acquisition, construction, demolition, rehabilitation, or any other activity related to residential housing, and the building was built prior to 1978, Lead Based Paint Laws and Regulations apply, as established in 24 CFR Parts 35 and 24 CFR 570.608. Further, all applicable federal and state laws relating to lead-based paint must be followed, including such regulations promulgated by the U.S. Environmental Protection Agency and the State Department of Public Health and Environment, including regulations for non-housing buildings. If the SubGrantee does not follow and document lead based paint laws and regulation compliance, the SubGrantee will not be eligible for reimbursement.

## **21. Environmental Review**

Notwithstanding any provision of this Agreement, the parties hereto agree and acknowledge that this Agreement does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of environmental review and, if required, receipt by Arapahoe County of a release of funds from the U.S. Department of Housing and Urban Development under 24 CFR Part 58. The parties further agree that the provision of any funds to the project is conditioned on Arapahoe County's determination to proceed with, modify, or cancel the project based on the results of a subsequent environmental review.

## **21. Uniform Relocation Act (URA)**

The Project is subject to the relocation and acquisition requirements of the Uniform Relocation Act of 1970, as amended, and implemented at 49 CFR Part 24; Section 104(d) of the Housing & Community Development Act, as amended, and implemented at 24 CFR Part 42; and Displacement, Relocation, Acquisition, and Replacement of Housing implemented at 24 CFR 570.606. The SubGrantee must comply with the County's Anti Displacement and Relocation Assistance Plan on file.

**B. Non-Appropriations Clause**

The SubGrantee agrees that it will include in every contract it enters, which relies upon CDBG monies for funding, a non-appropriation clause that will protect itself, and the County from any liability or responsibility or any suit which might result from the discontinuance of CDBG funding for any reason. Because this SubGrantee Agreement involves funds from a federal grant, to the extent there is a conflict the funding provisions of this SubGrantee Agreement, the federal grant and the federal statutes control rather than the provisions of Section 24-91-103.6, C.R.S. with regard to any public work projects.

**C. Expenditure Restrictions**

All CDBG funds that are approved by HUD for expenditure under the County's grant agreement, including those that are identified for the SubGrantee's Projects and activities, shall be allocated to the specific projects and activities described and listed in the grant agreements. The allocated funds shall be used and expended only for the projects and activities for which the funds are identified.

**D. Agreement Changes**

No projects or activities, nor the amount allocated therefore, may be changed without approval by the County and acceptance of the revised Final Statement and/or Consolidated Plan by HUD, if required. Changes must be requested in writing and may not begin until a modification to this Agreement is fully executed.

**E. Direct Project Supervision and Administration**

The SubGrantee shall be responsible for the direct supervision and administration of its respective projects or activities. This task shall be accomplished through the use of the SubGrantee's staff, agency and employees. The SubGrantee shall be responsible for any injury to persons or damage to property resulting from the negligent acts or errors and omissions of its staff, agents and employees. Because the SubGrantee is responsible for the direct supervision and administration of its

projects or activities, the County shall not be liable or responsible for cost overruns by the SubGrantee on any projects or activities. The County shall have no duty or obligation to provide any additional funding to the SubGrantee if its projects or activities cannot be completed with the funds allocated by the County to the SubGrantee. Any cost overruns shall be the sole responsibility of the SubGrantee.

1. The SubGrantee agrees that all funds allocated to it for approved projects or activities shall be used solely for the purposes approved by the County. Said funds shall not be used for any non-approved purposes.
2. The SubGrantee agrees that the funds allocated for any approved projects or activities shall be sufficient to complete said projects or activities without any additional CDBG funding.

#### **F. Indemnity**

To the extent allowed by law, the SubGrantee shall indemnify and hold harmless the County and its elected and appointed officials, officers, employees and agents from and against any and all losses, damages, liabilities, claims, suits, actions or costs, including attorneys fees, made, asserted or incurred as a result of any damage or alleged damage to person or property occasioned by the acts or omissions of SubGrantee, its officers, employees, agents, contractors or subcontractors, arising out of or in any way connected with the Project or the performance of this contract.

#### **G. Bonding and Insurance**

If the SubGrantee's projects involve construction activities, any Contractor it uses for said activities shall be required to provide and maintain, until final acceptance by the SubGrantee of all work by such Contractor, the kinds and minimum amounts of insurance as follows:

1. Comprehensive General Liability: In the amount of not less than \$1,000,000 combined single limit. Coverage to include:
  - a. Premises Operations
  - b. Products/Completed Operations
  - c. Broad Form Contractual Liability
  - d. Independent Contractors
  - e. Broad Form Property Damage
  - f. Employees as Additional Insured
  - g. Personal Injury
  - h. Arapahoe County and the SubGrantee as Additional Named Insured
  - i. Waiver of Subrogation

2. **Comprehensive Automobile Liability:** In the amount of not less than \$1,000,000 combined single limit for bodily injury and property damage. Coverage to include:
  - a. Arapahoe County and the SubGrantee as additional Named Insured
  - b. Waiver of Subrogation
3. **Employers Liability and Workers Compensation:** The Contractor shall secure and maintain employer's liability and Worker's Compensation Insurance that will protect it against any and all claims resulting from injuries to and death of workers engaged in work under any contract funded pursuant to this agreement. Coverage to include Waiver of Subrogation.
4. All referenced insurance policies and/or certificates of insurance shall be subject to the following stipulations:
  - a. Underwriters shall have no rights of recovery subrogation against Arapahoe County or the SubGrantee; it being the intent of the parties that the insurance policies so effected shall protect the parties and be primary coverage for any and all losses covered by the described insurance.
  - b. The clause entitled "Other Insurance Provisions" contained in any policy including Arapahoe County as an additional named insured shall not apply to Arapahoe County, or the SubGrantee.
  - c. The insurance companies issuing the policy or policies shall have no recourse against Arapahoe County, or the SubGrantee for payment of any premiums due or for any assessments under any form of any policy.
  - d. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Contractor.
5. **Certificate of Insurance:** The Contractor shall not commence work under any contract funded pursuant to this Agreement until he has submitted to the SubGrantee, received approval thereof, certificates of insurance showing that he has complied with the foregoing insurance requirements. The SubGrantee shall also submit a copy of the Contractor's certificates of insurance to the County.
6. Notwithstanding the provisions contained in this paragraph (H) set forth hereinabove, the County reserves the right to modify or waive said provisions for projects or activities for which these provisions would prove prohibitive. The SubGrantee understands, however, that the decision to waive or modify those provisions is fully within the discretion of the County.

In accordance with 24 CFR parts 84 and 85, the following bonding requirements shall apply to all projects exceeding the simplified acquisition threshold (currently \$100,000):

1. A bid guarantee from each bidder equivalent to 5% of the bid price;
2. A performance bond on the part of the contractor for 100% of the contract price; and
3. A payment bond on the part of the contractor for 100% of the contract price.

#### **H. Records**

The SubGrantee shall maintain a complete set of books and records documenting its use of CDBG funds and its supervision and administration of the Project. Records are to include documentation verifying Project eligibility and national objective compliance, as well as financial and other administrative aspects involved in performing the Project. The SubGrantee shall provide full access to these books and records to the County, the Secretary of HUD or his designee, the Office of Inspector General, and the General Accounting Office so that compliance with Federal laws and regulations may be confirmed. The SubGrantee further agrees to provide to the County upon request, a copy of any audit reports pertaining to the SubGrantee's financial operations during the term of this Agreement. All records pertaining to the Project are to be maintained for a minimum of five years following close-out of the Project.

#### **I. Reporting**

The SubGrantee shall file all reports and other information necessary to comply with applicable Federal laws and regulations as required by the County and HUD. This shall include providing to the County the information necessary to complete annual Performance Reports in a timely fashion.

#### **J. Timeliness**

The SubGrantee shall comply with the performance standards established in Exhibit A of this Agreement. The SubGrantee understands that failure to comply with the established standards may lead to a cancellation of the Project and a loss of all unexpended funds.

#### **K. Reimbursement for Expenses**

The SubGrantee agrees that before the County can distribute any CDBG funds to it, the SubGrantee must submit to the County's Housing and Community Development Services Division documentation in the form required by that Division which properly and fully identifies the amount which the SubGrantee is requesting at that time. The County shall have ten (10) working days to review the request. Upon

approval of the request, the County will distribute the requested funds to the SubGrantee as soon as possible.

**L. Program Income**

All program income directly derived from the Arapahoe County Community Development Block Grant Program received by the SubGrantee will be returned to the County unless authorized in Exhibit A Scope of Services to be retained by the SubGrantee and dispersed for its approved CDBG Project activities. If the retention and re-use of Program Income is Authorized, it must be dispersed for its approved CDBG Project activities before additional CDBG funds are requested from the County. Following completion of the SubGrantee's Arapahoe County CDBG Projects, all program income directly generated from the use of CDBG funds will be remitted to the County.

**M. Real Property**

Real property acquired in whole or in part with CDBG funds shall be utilized in accordance with the scope and goals identified in Exhibit A Scope of Services attached to and made a part of this Agreement. Should the property in question be sold or otherwise disposed of, or the approved property usage discontinued, the SubGrantee shall adhere to the requirements of 24 CFR Parts 84 or 85 (as applicable) regarding the use and disposition of real property.

**N. State and County Law Compliance**

All responsibilities of the SubGrantee enumerated herein shall be subject to applicable State of Colorado statutes and County ordinances, resolutions, rules, and regulations.

**O. Subcontracts**

If subcontracts are used on the Project, the SubGrantee agrees that the provisions of this Agreement shall apply to any subcontract.

**P. Suspension or Termination**

This Agreement may be immediately suspended or terminated upon written notification from the County if the SubGrantee materially fails to comply with any term of this Agreement. This Agreement may also be terminated for convenience by mutual agreement of the County and the SubGrantee.

**Q. Urban County Designation**

In the event that the Unit of General Local Government should withdraw from the County's "Urban County" designation, this Agreement shall terminate as of the termination date of the County's CDBG grant Agreement with HUD.

**R. Certification**

The SubGrantee certifies that to the best of its knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement; and,
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

**S. Disallowance**

If it is determined by HUD or other federal agency that the expenditure, in whole or in part, for the SubGrantee's Project or activity was improper, inappropriate or ineligible for reimbursement, then the SubGrantee shall reimburse the County to the full extent of the disallowance.

**T. Reversion of Assets**

Upon expiration of this Agreement, the SubGrantee shall transfer to the County any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. Any real property under the SubGrantee's control that was acquired or improved in whole or in part with CDBG funds (including CDBG funds provided to the SubGrantee in the form of a loan) in excess of \$25,000 is either:

- (i) Used to meet one of the national objectives in §570.208 (formerly §570.901) until five years after expiration of the agreement, or for such

longer period of time as determined to be appropriate by the County and specified in Exhibit A Scope of Services; or

(ii) Not used in accordance with national objectives in §570.208 (formerly §570.901), in which event the SubGrantee shall pay to the County an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property.

#### **IV. RESPONSIBILITIES OF THE COUNTY**

##### **A. Administrative Control**

The Parties recognize and understand that the County will be the governmental entity required to execute all grant agreements received from HUD pursuant to the County's requests for CDBG funds. Accordingly, the SubGrantee agrees that as to its projects or activities performed or conducted under any CDBG agreement, the County shall have the necessary administrative control required to meet HUD requirements.

##### **B. Performance and Compliance Monitoring**

The County's administrative obligations to the SubGrantee pursuant to paragraph A above shall be limited to the performance of the administrative tasks necessary to make CDBG funds available to the SubGrantee and to provide Housing and Community Development Services staff whose job it will be to monitor the various projects funded with CDBG monies to monitor compliance with applicable Federal laws and regulations.

##### **C. Reporting to HUD**

The County will be responsible for seeing that all necessary reports and information required of the County are filed with HUD and other applicable Federal agencies in a timely fashion.

#### **V. EXTENT OF THE AGREEMENT**

This agreement, including any documents attached as exhibits which are hereby incorporated herein by reference, represents the entire and integrated agreement between the County, and SubGrantee and supersedes all prior negotiations, representations or agreements, either written or oral. Any amendments to this agreement must be in writing and signed by both the County, and SubGrantee. If any portion of this agreement is found by a court of competent jurisdiction to be

void and/or unenforceable, it is the intent of the parties that the remaining portions of this agreement shall be of full force and effect.

## VI. NOTICES

Notices to be provided under this Agreement shall be given in writing and either delivered by hand or deposited in the United States mail with sufficient postage to the addresses set forth:

To the County:           Arapahoe County Attorney  
                                  5334 S. Prince Street  
                                  Littleton, CO 80120-1136

and

Arapahoe County Housing and Community Development  
1690 W. Littleton Blvd., #300  
Littleton, CO 80120-2069

To the SubGrantee:    City of Englewood  
                                  ATTN: Janet Grimmatt  
                                  1000 Englewood Pkwy  
                                  Englewood, CO 80110

In Witness Whereof, the Parties have caused this Agreement to be duly executed this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

SubGrantee:

\_\_\_\_\_  
Signature - Randy P. Penn

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Title

Board of County Commissioners  
Arapahoe County, Colorado

\_\_\_\_\_  
Don Klemme on behalf of the Board of County Commissioners  
Pursuant to Resolution #~~130152~~ 140095

## EXHIBIT A

### SCOPE OF SERVICES FOR CDBG REHAB

Program Name: Englewood—Energy Efficient Englewood (E3)  
CFDA #: CDBG 14.218  
Project #: ENHS 1405

AGREEMENT AMOUNT: \$ 100,000  
AGREEMENT END DATE AND PROJECT DEADLINE: 4/30/2015

#### INTRODUCTION

This Scope of Services is attached to and incorporated into the SubGrantee Agreement between the Board of County Commissioners of the County of Arapahoe, State of Colorado and the City of Englewood (SubGrantee) as referenced in the Agreement. The purpose of this Scope of Services is to further describe the project requirements referenced in Section II. C. - Performance Criteria of the SubGrantee Agreement.

#### 1. FEDERAL REGULATORY INFORMATION

CDBG National Objective<sup>1</sup>: Benefit to low- and moderate- income (LMI) housing

HUD Matrix Code: 14A    Single Unit    Proposed Number of beneficiaries\*: 12  
Residential

\*Beneficiaries are to be counted by the number of total number of  PEOPLE or  HOUSEHOLDS who will benefit from the project (including all members of a household).

The Project will be carried out under the:

CDBG Area Benefit definition     CDBG Limited Clientele definition

For Limited Clientele Activities: Select which method of income verification will be used:

Self-Certification     Verification with supporting income documentation

If income will be verified<sup>2</sup>, select the method that will be used to determine annual household income:

N/A     Part 5 Section 8     Census Long Form     IRS Form 1040 Long Form

#### 2. ACTIVITY DESCRIPTION/PERFORMANCE GOALS

<sup>1</sup> Change to appropriate National Objective if necessary.

<sup>2</sup> For descriptions of each income verification method and required documentation, go to:

<http://www.hud.gov/offices/cpd/affordablehousing/training/web/calculator/calculator.cfm>

This website provides an on-line income calculator for each of the three verification methods. The use of the calculator is required and a print-out of the completed calculator for each household assisted must be maintained on file.

**a. Purpose (short description of program purpose)**

The E3 project is available within the City of Englewood to assist low and moderate income families with incentives to encourage conservation and energy efficiency upgrades.

**b. Goals and Community Impact**

To provide loan and/or grants to 12 single family homeowners within Englewood.

**c. Project Address-throughout Arapahoe County**

Sites within Englewood addresses unknown at this time.

**d. Name of Organization Carrying out the Activity –City of Englewood**

Organization is:  Another unit of local gov't;  Another public agency;  CBDO only;  Subrecipient only;  CBDO designated as subrecipient

**e. Local Jurisdictions rules and regulations/ADA**

SubGrantee agrees that it has read and understands the local jurisdiction's rules and regulations and local codes pertaining to the work and that all work will be permitted with the municipality and completed according to its rules and regulations. SubGrantee will perform the work in accordance with the Americans with Disabilities Act (ADA).

**f. Detailed Program Requirements**

The responsibilities of the City of Englewood for implementation of the program will include:

- Market the program;
- Accept all applications;
- Determine applicants' eligibility and approve or deny grants;
- Maintain a list of approved contractors;
- Complete a Site Specific Environmental Review;
- Contact Arapahoe County Weatherization, if eligible refer client;
- Determine needs and develop comprehensive work specifications based on Energy Audit;
- Prepare client documentation;
- Monitor rehab activity;
- Comply with lead-based paint regulations and ensure that tenants, owners and contractors are aware of their rights, responsibilities and options;
- Maintain program activity records and produce reports as set forth in this contract;
- Homeowner selects company/individual to conduct work or purchase materials. Company name and/or individual name is matched against the Federal Excluded Party List System by City to insure eligibility to receive federal funds. This is completed before any work begins. Once cleared the homeowner is instructed to proceed and to ensure appropriate permits are obtained, if required, by the Englewood Building and Safety Division.
- Ensure that costs are reasonable:
  - Does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the cost;
  - Is consistent with sound business practices; and

- Is consistent with market prices for similar goods and services;
- Payment may be made either directly to homeowner, upon receipt of paid invoices, or paid directly to company/individual. Reimbursement is 80% of the total invoice when a 20% match is required. Copies of checks and invoices are placed in file;
- Items will meet or exceed energy standards set forth at [www.energystar.gov](http://www.energystar.gov); and
- Homeowner sign-off on the job being completed as stated in the description of work.

**g. Program Income**

Program income is the gross income received by the SubGrantee directly generated from the use of CDBG funds under this Agreement. Program income includes:

- Proceeds from the sale or lease of property purchased or improved with CDBG funds until five years after the termination of this Agreement;
- Proceeds from the sale or lease of equipment purchased with CDBG funds;
- Gross income from the use or rental of real or personal property acquired, constructed or improved by the SubGrantee less costs incidental to the generation of income;
- Payments of principal and interest on loans made by the SubGrantee using CDBG funds;
- Proceeds from the sale of loans or obligations secured by loans made with CDBG funds;
- Interest earned on program income pending its disposition (NOTE: interest earned on CDBG funds held in revolving loan funds is not program income and must be remitted to the U.S. Treasury at least annually); and
- Funds collected through special assessments on properties not owned and occupied by LMI households in order to recover the CDBG portion of a public improvement.

The County  authorizes  does not authorize the SubGrantee to retain Program Income to be used for eligible CDBG activities. If authorized, Program income may be used for the following purposes: n/a

**Reporting program income:** Monthly, the SubGrantee must report to the County on the amount of Program Income received, less costs incidental to the generation of Program Income. Any Program Income in excess of the amount of CDBG funds identified in Section i. Budget must be repaid to the County.

**i. Budget**

ITEM	TOTAL BUDGET	AMT. PD BY COUNTY
Admin- Personnel Costs	\$29,375	\$1,600
Admin-Lead Based Paint Testing	\$2,400	\$2,400
Grants for Energy Efficiency	\$96,000	\$96,000
<b>TOTAL</b>	<b>\$127,775</b>	<b>\$100,000</b>

The amounts in each budget line item may be adjusted with the written approval of the County; provided, however, that the total amount of the award does not change.

Retainage: Up to 5% of each draw may be retained to ensure that the work is completed satisfactorily. Retainage withheld will be paid within 60 days upon the completion and satisfactory inspection of the work.

### 3. DRAW REQUESTS

Draw requests are due for each calendar month by the 20<sup>th</sup> day of the following month. Draw requests must include:

- a. Draw cover sheet showing itemized list of expenditures (HCDS form)
- b. Supporting documentation (check all that apply):

- Third-party invoices or receipts
- Check copies showing payment cashment (cancelled checks)
- Lien Waivers
- Davis-Bacon Certified Payrolls
- Federal Accountability and Transparency Act form (Attachment 1)\*
- Site Specific Environmental Review checklists

*\*Per the Federal Accountability and Transparency Act of 2006 as amended, compensation data for certain officials must be reported. The report form is attached herein as Attachment 1. This form must be submitted with the first draw request and updated if there are changes*

*Note: Payments on draws submitted after May 20 may be delayed due to end-of-year HUD reporting*

### 4. REPORTING

Data collection must be completed demonstrating income eligibility and achievements met towards meeting the objectives described in Section 2 Activity Description. The disbursement of funds is contingent upon the receipt of the required information.

Reports are due for each calendar month by the 20<sup>th</sup> day of the following month. Reports must include:

- No. of beneficiaries served during the reporting period
- Demographic information\* for  the individual served, or  each household
- Household income\* (if applicable)
- Brief narrative report on activities contained in Section 2
- Program Income

\*HCDS will provide a form for the collection of beneficiary income and demographic information; however, the SubGrantee may use its own form, or a form used for another fund source for the same program, provided that the following information is collected:

- Unique identifier: Name and address
- Whether the head of household is female and/or disabled
- Whether the head of household is aged 62 years or older
- Total number of household members
- Total income of all household members
- Ethnicity: Hispanic or Latino OR Not Hispanic or Latino of each household member
- The race of each household member:
  - White
  - Black or African American

Asian  
 American Indian or Alaska Native  
 Native Hawaiian or Other Pacific Islander  
 American Indian or Alaska Native and White  
 Asian and White  
 Black or African American and White  
 American Indian or Alaska Native and Black or African American  
 Other Multi-Racial

*NOTE: Both ethnicity AND race category must be selected for each household member*

- Signature attesting to the accuracy of the information submitted.

## 5. RECORD-KEEPING AND MONITORING

SubGrantee shall retain on file the following documents for a period of five years beyond the final close-out of this grant. Files shall be made available to Arapahoe County, the Department of Housing and Urban Development, the Office of Inspector General, the General Accounting Office, or any other federal regulatory agency, upon request for monitoring purposes.

1. Agreement between County and SubRecipient
2. Draw Requests and supporting documentation (see Section 3 Draw Requests)
3. Annual audits

Each property file must contain:

4. Homeowner application for assistance
5. Source documents used to determine income eligibility and income verification calculator print-out (if HUD income calculator is used)
6. Agreement between the SubRecipient and homeowner
7. Promissory Note and Deed of Trust, including any addenda, if applicable
8. Title check or copy of deed, documenting ownership of property
9. Site Specific environmental reviews approved by the County
10. EPLS check on contractor and subcontractors used
11. Copy of Flood Insurance Certificate or Policy, if property is located in a FEMA 100-year flood plan
12. Work write-up/scope of work
13. Documentation that the work was conducted per the approved rehab standards and the local jurisdiction's housing codes
14. Copies of initial and final inspections and check-lists, performed by a licensed contractor
15. Lien waivers obtained for progress payments and final payment from all contractors and subcontractors
16. Beneficiary Data (see Section 4 Reporting)

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### FOR COUNTY USE ONLY – FEDERAL IDIS REPORTING

1. Performance Goal:  Create suitable living environments;  Provide decent affordable housing;  Create economic opportunities
2. Performance Outcome:  Availability/Accessibility;  Affordability;  Sustainability
3. Check box if project address is to be marked as confidential
4. Activity Purpose:  Prevent Homelessness;  Help the Homeless;  Help those with HIV/AIDS;  Help persons with disabilities
5.  Accomplishments to be reported at another activity: IDIS # \_\_\_\_\_
6. Activity being carried out by Grantee?  yes;  no If yes, activity is being carried out through:  Employees;  Contractors;  Both

7. If Agreement is with another County department, the activity will be carried out by:  County employees;  Contractors;  
 Both
8. Area Type:  CDFO Area;  Local Target Area;  Strategy Area
9. Special Characteristics:  Presidentially Declared major Disaster Area;  Historic Preservation Area;  Brownfield Redevelopment Area – indicate number of acres remediated: \_\_\_\_\_
10. Activity Information:  One-for-One Replacement;  Displacement;  Favored Activity;  Special Assessment;  Revolving Fund;  
 Float Funded

# Attachment 1

## Federal Funding Accountability and Transparency Act (FFATA)

In accordance with Federal Acquisition Regulation Clause 52.204-10, reporting is required for awards of \$25,000 or more.

Information Field <small>Definitions can be found on the reverse of this form.</small>	Response
1. Agency or Jurisdiction DUNS number:	Arapahoe County
2. Subrecipient name Receiving Award:	City of Englewood
3. Subrecipient Parent DUNS number: (report if different from agency number above)	
4. Location of Entity Receiving Award: (full street address)	
5. Primary location of Performance of the Award: (City, State and Congressional District)	
	Answer True or False (below)
6. In the preceding fiscal year, Contractor received:	
a.) \$25,000,000 or more in annual gross revenues from federal procurement contracts/subcontracts and/or federal financial assistance awards or subawards subject to the Transparency Act.	
b.) 80% or more of its annual gross revenues from federal procurement contracts/subcontracts and/or federal financial assistance awards or subawards subject to the Transparency Act.	
c.) The public does not have access to information about the compensation of its five most highly compensated Executives through periodic reports filed through the Securities Exchange Act of 1934 or the IRS.	

*An answer to question 7 is required ONLY when all answers to questions 6 are true.*

7. Names and total compensation of the five (5) most highly compensated Executives for the preceding fiscal year:

Print Name

Compensation Amount

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
By signing below, I certify the information contained in this report is complete and accurate to the best of my knowledge.

\_\_\_\_\_  
Signature of Responsible Administrator and Title

\_\_\_\_\_  
Date

### Definitions

1. The DUNS Number of the agency receiving the award, which is used as the unique entity identifier.  
**DUNS Number - Dun and Bradstreet (D&B)** – This commercial entity maintains a repository of unique identifiers (D-U-N-S Numbers), which are nine-digit sequences recognized as the universal standard for identifying business entities and corporate hierarchies. Any organization that has a Federal contract or grant must have a DUNS Number.
2. The name of the entity receiving the award; Sub-Grantee, Sub-Recipient, Sub-Awardee.
3. The DUNS Number of the agency receiving the award (if different than Sub-Recipient in box #1), which is used as the unique entity identifier. **DUNS Number - Dun and Bradstreet (D&B)** – This commercial entity maintains a repository of unique identifiers (DUNS Numbers), which are nine-digit sequences recognized as the universal standard for identifying business entities and corporate hierarchies. Any organization that has a Federal contract or grant must have a DUNS Number.
4. The business office location of the entity receiving the award under the award including the city, state, congressional district, and country.
5. The primary location of performance under the award including the city, state, congressional district, and country.
6. The names and total compensation of the five highest-paid officers of an entity if, in the preceding fiscal year, that entity received: 80% or more of its annual gross revenues in Federal awards, \$25,000,000 or more in annual gross revenues from Federal awards, and the public does not already have access to data on executive compensation through reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934, or section 6104 of the Internal Revenue Code of 1986.

**SUBGRANTEE AGREEMENT FOR  
ARAPAHOE COUNTY  
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS**

**SUBGRANTEE: City of Englewood  
PROJECT NAME: Housing Rehabilitation  
PROJECT NUMBER: ENHS1406**

This Agreement is made by and between the Board of County Commissioners of the County of Arapahoe, State of Colorado, for the Community Development Block Grant Program in the Community Resources Department (hereinafter referred to as the County) and the **City of Englewood** (hereinafter referred to as the SubGrantee) for the conduct of a Community Development Block Grant (CDBG) Project.

**I. PURPOSE**

The primary objective of Title I of the Housing and Community Development Act of 1974, as amended, and of the Community Development Block Grant (CDBG) Program under this Title is the development of viable urban communities, by providing decent housing, a suitable living environment and expanding economic opportunities, principally for low and moderate income persons.

The project by the SubGrantee known as **Housing Rehabilitation** (Project) will be carried out in accordance with the Scope of Services, attached to, and incorporated herein as Exhibit A.

The SubGrantee may proceed to incur costs for the Project upon receipt of an official "Notice to Proceed" from the County.

**II. WORK TO BE COMPLETED BY THE SUBGRANTEE**

The grant funds are to be used only to provide services to Arapahoe County residents, excluding residents of the city of Aurora, per County CDBG guidelines.

**A. Payment**

It is expressly agreed and understood that the total amount to be paid by the County under this contract shall not exceed \$27,500. Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in the Project Budget and in accordance with performance criteria established in Exhibit A Scope of Services. The parties expressly recognize that the SubGrantee is to be paid with CDBG funds received from the federal government, and that the obligation of the County to make payment to SubGrantee is contingent upon receipt of such funds. In the event that said funds, or any part thereof, are, or become, unavailable, then the County may immediately terminate or, amend this agreement. To the extent C.R.S. § 29-1-110 is applicable, any financial obligation of the County to the SubGrantee

beyond the current fiscal year is also contingent upon adequate funds being appropriated, budgeted and otherwise available.

Upon expiration of this Agreement, as identified by the Agreement Date and Project Deadline (Deadline) in Exhibit A, the SubGrantee shall transfer to the County any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. These transferred funds shall revert to the County and be utilized for other purposes.

#### **B. Timeline**

All Project activities shall be completed and draw requests submitted by the Deadline unless the Subgrantee notifies the County in writing thirty (30) days prior to the Deadline that the funds cannot be disbursed. An extension may be granted, in writing, in which all draw requests be submitted and Project activities shall be completed by thirty (30) days following the Deadline. In the event that the completion deadline falls on a weekend or holiday, the Deadline will be considered the work day prior to the scheduled completion date. If the project requires additional time past the extended Deadline, the Agreement must be modified by mutual agreement of the County and the SubGrantee.

#### **C. Performance Criteria**

In accordance with the funding application submitted by the SubGrantee for the Project, the criteria listed below are to be met during the execution of the Project as identified in Exhibit A Scope of Services.

1. Quantifiable Goals
2. Community Impact
3. Monthly Performance Standards

#### **D. Reporting Requirements**

1. Project reports will be due within twenty (20) days following the end of each reporting period as specified in Exhibit A Scope of Services until the Project is completed.
2. The official annual audit and/or Financial Statements for the SubGrantee in which both revenues and expenditures for the CDBG Projects described herein are detailed are due annually. The last completed official annual audit report and/or Financial Statements shall be due on May 31, and for four (4) years thereafter on May 31.
3. Non-profit organizations that expend \$500,000 or more annually in federal funds shall comply with the Single Audit Act of 1984, as amended, as implemented in OMB Circular A-133, and other applicable federal regulations.

### **III. RESPONSIBILITIES OF THE SUBGRANTEE**

#### **A. Federal Compliance**

The SubGrantee shall comply with all applicable federal laws, regulations and requirements, and all provisions of the grant agreements received from the U.S. Department of Housing and Urban Development (HUD) by the County. These include but are not limited to compliance with the provisions of the Housing and Community Development Act of 1974 and all rules, regulations, guidelines and circulars promulgated by the various federal departments, agencies, administrations and commissions relating to the CDBG Program. A listing of some of the applicable laws and regulations are as follows:

1. 24 CFR Part 570;
2. 24 CFR Parts 84 and 85 as applicable per 24 CFR 570.502;
3. Title VI of the Civil Rights Act of 1964;
4. Title VIII of the Civil Rights Act of 1968;
5. Sections 104(b) and 109 of the Housing and Community Development Act of 1974;
6. Fair housing regulations established in the Fair Housing Act, Public Law 90-284, and Executive Order 11063;
7. Section 504 of the Rehabilitation Act of 1973;
8. Asbestos guidelines established in CPD Notice 90-44;
9. The Energy Policy and Conservation Act (Public Law 94-163) and 24 CFR Part 39;
10. Non-discrimination in employment, established by Executive Order 11246;
11. Equal employment opportunity and minority business enterprise regulations established in 24 CFR part 570.904;
12. Section 3 of the Housing and Urban Development Act of 1968;  
The purpose of section 3 is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed to low- and very low income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.
13. Federal procurement rules when purchasing services, supplies, materials, or equipment. The applicable federal regulations are contained in: 24 CFR Part 85 or through 24 CFR Part 84, as applicable;
14. Lead Based Paint regulations established in 24 CFR Parts 35 and 570.608;
15. Audit requirements established in OMB Circular A-133; and

16. Cost principles established in OMB Circulars A-87 and A-122 as applicable per 24 CFR 570.502;

17. Conflict of Interest:

*a) Applicability.*

(1) In the procurement of supplies, equipment, construction, and services by the County and by the SubGrantee, the conflict of interest provisions in 24 CFR 85.36 and 24 CFR 84.42, respectively shall apply.

(2) In all cases not governed by 24 CFR 85.36 and 84.42, the provisions of 24 CFR 570.611 (2) shall apply. Such cases include the acquisition and disposition of real property and the provision of assistance by the County or by its SubGrantees to individuals, businesses, and other private entities under eligible activities that authorize such assistance (e.g., rehabilitation, preservation, and other improvements of private properties or facilities pursuant to 24 CFR 570.202; or grants, loans, and other assistance to businesses, individuals, and other private entities pursuant to 24 CFR 570.203, 570.204, 570.455, or 570.703 (i)).

*b) Conflicts prohibited.* The general rule is that persons described in paragraph (c) of this section who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this part, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may not obtain a financial interest or benefit from a CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

*c) Persons covered.* The conflict of interest provisions of paragraph (b) of this section apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the County, or any designated public agencies, or of the SubGrantee that are receiving funds under this part.

*d) Exceptions.* Upon the written request of the County, HUD may grant an exception to the provisions of paragraph (b) of this section on a case-by-case basis when it has satisfactorily met the threshold requirements of (d)(1) of this section, taking into account the cumulative effects of paragraph (d)(2) of this section.

(1) *Threshold requirements.* HUD will consider an exception only after the County has provided the following documentation:

i. A disclosure of the nature of the conflict, accompanied by an assurance that there has been

public disclosure of the conflict and a description of how the public disclosure was made; and

- ii. An opinion of the County's attorney that the interest for which the exemption is sought would not violate State or local law.

(2) *Factors to be considered for exceptions.* In determining whether to grant a requested exception after the County has satisfactorily met the requirements of paragraph (d)(1) of this section, HUD shall conclude that such an exception will serve to further the purposes of the Act and the effective and efficient administration of the County's program or project, taking into account the following factors, as applicable:

- i. Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project that would otherwise not be available;
- ii. Whether an opportunity was provided for open competitive bidding or negotiation;
- iii. Whether the person affected is a member of a group or class of low- or moderate-income persons intended to be the beneficiaries of the assisted activity, and the exception will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class;
- iv. Whether the affected person has withdrawn from his or her functions or responsibilities, or the decision making process with respect to the specific assisted activity in question;
- v. Whether the interest or benefit was present before the affected person was in a position as described in paragraph (b) of this section;
- vi. Whether undue hardship will result either to the County or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and
- vii. Any other relevant considerations.

18. The SubGrantee cannot engage in a federally funded contract with any entity registered in the Lists of Parties Excluded From Federal Procurement or Nonprocurement Programs.

#### **19. Labor Standards (Davis-Bacon)**

Except for the rehabilitation of residential property that contains less than eight (8) units, the SubGrantee, and its

contractor and all subcontractors shall comply with the Davis-Bacon Act, 40 U.S.C. 276a to 276a-7, and applicable regulations of the Department of Labor under 29 C.F.R. Part 5, requiring the payment of wages at rates of not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor, when the project costs total \$2,000 or more and the work is financed in whole or in part with assistance provided under this Agreement. The applicable Davis-Bacon wage rate schedule must be included in all bid and contract documents, as well as the "Federal Labor Standards Provisions", Form HUD-4010.

## **20. Lead Based Paint Regulations**

If the Project involves acquisition, construction, demolition, rehabilitation, or any other activity related to residential housing, and the building was built prior to 1978, Lead Based Paint Laws and Regulations apply, as established in 24 CFR Parts 35 and 24 CFR 570.608. Further, all applicable federal and state laws relating to lead-based paint must be followed, including such regulations promulgated by the U.S. Environmental Protection Agency and the State Department of Public Health and Environment, including regulations for non-housing buildings. If the SubGrantee does not follow and document lead based paint laws and regulation compliance, the SubGrantee will not be eligible for reimbursement.

## **21. Environmental Review**

Notwithstanding any provision of this Agreement, the parties hereto agree and acknowledge that this Agreement does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of environmental review and, if required, receipt by Arapahoe County of a release of funds from the U.S. Department of Housing and Urban Development under 24 CFR Part 58. The parties further agree that the provision of any funds to the project is conditioned on Arapahoe County's determination to proceed with, modify, or cancel the project based on the results of a subsequent environmental review.

## **21. Uniform Relocation Act (URA)**

The Project is subject to the relocation and acquisition requirements of the Uniform Relocation Act of 1970, as amended, and implemented at 49 CFR Part 24; Section 104(d) of the Housing & Community Development Act, as amended, and implemented at 24 CFR Part 42; and Displacement, Relocation, Acquisition, and Replacement of Housing implemented at 24 CFR 570.606. The SubGrantee must comply with the County's Anti Displacement and Relocation Assistance Plan on file.

**B. Non-Appropriations Clause**

The SubGrantee agrees that it will include in every contract it enters, which relies upon CDBG monies for funding, a non-appropriation clause that will protect itself, and the County from any liability or responsibility or any suit which might result from the discontinuance of CDBG funding for any reason. Because this SubGrantee Agreement involves funds from a federal grant, to the extent there is a conflict the funding provisions of this SubGrantee Agreement, the federal grant and the federal statutes control rather than the provisions of Section 24-91-103.6, C.R.S. with regard to any public work projects.

**C. Expenditure Restrictions**

All CDBG funds that are approved by HUD for expenditure under the County's grant agreement, including those that are identified for the SubGrantee's Projects and activities, shall be allocated to the specific projects and activities described and listed in the grant agreements. The allocated funds shall be used and expended only for the projects and activities for which the funds are identified.

**D. Agreement Changes**

No projects or activities, nor the amount allocated therefore, may be changed without approval by the County and acceptance of the revised Final Statement and/or Consolidated Plan by HUD, if required. Changes must be requested in writing and may not begin until a modification to this Agreement is fully executed.

**E. Direct Project Supervision and Administration**

The SubGrantee shall be responsible for the direct supervision and administration of its respective projects or activities. This task shall be accomplished through the use of the SubGrantee's staff, agency and employees. The SubGrantee shall be responsible for any injury to persons or damage to property resulting from the negligent acts or errors and omissions of its staff, agents and employees. Because the SubGrantee is responsible for the direct supervision and administration of its

projects or activities, the County shall not be liable or responsible for cost overruns by the SubGrantee on any projects or activities. The County shall have no duty or obligation to provide any additional funding to the SubGrantee if its projects or activities cannot be completed with the funds allocated by the County to the SubGrantee. Any cost overruns shall be the sole responsibility of the SubGrantee.

1. The SubGrantee agrees that all funds allocated to it for approved projects or activities shall be used solely for the purposes approved by the County. Said funds shall not be used for any non-approved purposes.
2. The SubGrantee agrees that the funds allocated for any approved projects or activities shall be sufficient to complete said projects or activities without any additional CDBG funding.

**F. Indemnity**

To the extent allowed by law, the SubGrantee shall indemnify and hold harmless the County and its elected and appointed officials, officers, employees and agents from and against any and all losses, damages, liabilities, claims, suits, actions or costs, including attorneys fees, made, asserted or incurred as a result of any damage or alleged damage to person or property occasioned by the acts or omissions of SubGrantee, its officers, employees, agents, contractors or subcontractors, arising out of or in any way connected with the Project or the performance of this contract.

**G. Bonding and Insurance**

If the SubGrantee's projects involve construction activities, any Contractor it uses for said activities shall be required to provide and maintain, until final acceptance by the SubGrantee of all work by such Contractor, the kinds and minimum amounts of insurance as follows:

1. Comprehensive General Liability: In the amount of not less than \$1,000,000 combined single limit. Coverage to include:
  - a. Premises Operations
  - b. Products/Completed Operations
  - c. Broad Form Contractual Liability
  - d. Independent Contractors
  - e. Broad Form Property Damage
  - f. Employees as Additional Insured
  - g. Personal Injury
  - h. Arapahoe County and the SubGrantee as Additional Named Insured
  - i. Waiver of Subrogation

2. Comprehensive Automobile Liability: In the amount of not less than \$1,000,000 combined single limit for bodily injury and property damage. Coverage to include:
  - a. Arapahoe County and the SubGrantee as additional Named Insured
  - b. Waiver of Subrogation
3. Employers Liability and Workers Compensation: The Contractor shall secure and maintain employer's liability and Worker's Compensation Insurance that will protect it against any and all claims resulting from injuries to and death of workers engaged in work under any contract funded pursuant to this agreement. Coverage to include Waiver of Subrogation.
4. All referenced insurance policies and/or certificates of insurance shall be subject to the following stipulations:
  - a. Underwriters shall have no rights of recovery subrogation against Arapahoe County or the SubGrantee; it being the intent of the parties that the insurance policies so effected shall protect the parties and be primary coverage for any and all losses covered by the described insurance.
  - b. The clause entitled "Other Insurance Provisions" contained in any policy including Arapahoe County as an additional named insured shall not apply to Arapahoe County, or the SubGrantee.
  - c. The insurance companies issuing the policy or policies shall have no recourse against Arapahoe County, or the SubGrantee for payment of any premiums due or for any assessments under any form of any policy.
  - d. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Contractor.
5. Certificate of Insurance: The Contractor shall not commence work under any contract funded pursuant to this Agreement until he has submitted to the SubGrantee, received approval thereof, certificates of insurance showing that he has complied with the foregoing insurance requirements. The SubGrantee shall also submit a copy of the Contractor's certificates of insurance to the County.
6. Notwithstanding the provisions contained in this paragraph (H) set forth hereinabove, the County reserves the right to modify or waive said provisions for projects or activities for which these provisions would prove prohibitive. The SubGrantee understands, however, that the decision to waive or modify those provisions is fully within the discretion of the County.

In accordance with 24 CFR parts 84 and 85, the following bonding requirements shall apply to all projects exceeding the simplified acquisition threshold (currently \$100,000):

1. A bid guarantee from each bidder equivalent to 5% of the bid price;
2. A performance bond on the part of the contractor for 100% of the contract price; and
3. A payment bond on the part of the contractor for 100% of the contract price.

#### **H. Records**

The SubGrantee shall maintain a complete set of books and records documenting its use of CDBG funds and its supervision and administration of the Project. Records are to include documentation verifying Project eligibility and national objective compliance, as well as financial and other administrative aspects involved in performing the Project. The SubGrantee shall provide full access to these books and records to the County, the Secretary of HUD or his designee, the Office of Inspector General, and the General Accounting Office so that compliance with Federal laws and regulations may be confirmed. The SubGrantee further agrees to provide to the County upon request, a copy of any audit reports pertaining to the SubGrantee's financial operations during the term of this Agreement. All records pertaining to the Project are to be maintained for a minimum of five years following close-out of the Project.

#### **I. Reporting**

The SubGrantee shall file all reports and other information necessary to comply with applicable Federal laws and regulations as required by the County and HUD. This shall include providing to the County the information necessary to complete annual Performance Reports in a timely fashion.

#### **J. Timeliness**

The SubGrantee shall comply with the performance standards established in Exhibit A of this Agreement. The SubGrantee understands that failure to comply with the established standards may lead to a cancellation of the Project and a loss of all unexpended funds.

#### **K. Reimbursement for Expenses**

The SubGrantee agrees that before the County can distribute any CDBG funds to it, the SubGrantee must submit to the County's Housing and Community Development Services Division documentation in the form required by that Division which properly and fully identifies the amount which the SubGrantee is requesting at that time. The County shall have ten (10) working days to review the request. Upon

approval of the request, the County will distribute the requested funds to the SubGrantee as soon as possible.

**L. Program Income**

All program income directly derived from the Arapahoe County Community Development Block Grant Program received by the SubGrantee will be returned to the County unless authorized in Exhibit A Scope of Services to be retained by the SubGrantee and dispersed for its approved CDBG Project activities. If the retention and re-use of Program Income is Authorized, it must be dispersed for its approved CDBG Project activities before additional CDBG funds are requested from the County. Following completion of the SubGrantee's Arapahoe County CDBG Projects, all program income directly generated from the use of CDBG funds will be remitted to the County.

**M. Real Property**

Real property acquired in whole or in part with CDBG funds shall be utilized in accordance with the scope and goals identified in Exhibit A Scope of Services attached to and made a part of this Agreement. Should the property in question be sold or otherwise disposed of, or the approved property usage discontinued, the SubGrantee shall adhere to the requirements of 24 CFR Parts 84 or 85 (as applicable) regarding the use and disposition of real property.

**N. State and County Law Compliance**

All responsibilities of the SubGrantee enumerated herein shall be subject to applicable State of Colorado statutes and County ordinances, resolutions, rules, and regulations.

**O. Subcontracts**

If subcontracts are used on the Project, the SubGrantee agrees that the provisions of this Agreement shall apply to any subcontract.

**P. Suspension or Termination**

This Agreement may be immediately suspended or terminated upon written notification from the County if the SubGrantee materially fails to comply with any term of this Agreement. This Agreement may also be terminated for convenience by mutual agreement of the County and the SubGrantee.

**Q. Urban County Designation**

In the event that the Unit of General Local Government should withdraw from the County's "Urban County" designation, this Agreement shall terminate as of the termination date of the County's CDBG grant Agreement with HUD.

**R. Certification**

The SubGrantee certifies that to the best of its knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement; and,
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

**S. Disallowance**

If it is determined by HUD or other federal agency that the expenditure, in whole or in part, for the SubGrantee's Project or activity was improper, inappropriate or ineligible for reimbursement, then the SubGrantee shall reimburse the County to the full extent of the disallowance.

**T. Reversion of Assets**

Upon expiration of this Agreement, the SubGrantee shall transfer to the County any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. Any real property under the SubGrantee's control that was acquired or improved in whole or in part with CDBG funds (including CDBG funds provided to the SubGrantee in the form of a loan) in excess of \$25,000 is either:

- (i) Used to meet one of the national objectives in §570.208 (formerly §570.901) until five years after expiration of the agreement, or for such

longer period of time as determined to be appropriate by the County and specified in Exhibit A Scope of Services; or

(ii) Not used in accordance with national objectives in §570.208 (formerly §570.901), in which event the SubGrantee shall pay to the County an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property.

#### **IV. RESPONSIBILITIES OF THE COUNTY**

##### **A. Administrative Control**

The Parties recognize and understand that the County will be the governmental entity required to execute all grant agreements received from HUD pursuant to the County's requests for CDBG funds. Accordingly, the SubGrantee agrees that as to its projects or activities performed or conducted under any CDBG agreement, the County shall have the necessary administrative control required to meet HUD requirements.

##### **B. Performance and Compliance Monitoring**

The County's administrative obligations to the SubGrantee pursuant to paragraph A above shall be limited to the performance of the administrative tasks necessary to make CDBG funds available to the SubGrantee and to provide Housing and Community Development Services staff whose job it will be to monitor the various projects funded with CDBG monies to monitor compliance with applicable Federal laws and regulations.

##### **C. Reporting to HUD**

The County will be responsible for seeing that all necessary reports and information required of the County are filed with HUD and other applicable Federal agencies in a timely fashion.

#### **V. EXTENT OF THE AGREEMENT**

This agreement, including any documents attached as exhibits which are hereby incorporated herein by reference, represents the entire and integrated agreement between the County, and SubGrantee and supersedes all prior negotiations, representations or agreements, either written or oral. Any amendments to this agreement must be in writing and signed by both the County, and SubGrantee. If any portion of this agreement is found by a court of competent jurisdiction to be

void and/or unenforceable, it is the intent of the parties that the remaining portions of this agreement shall be of full force and effect.

## **VI. NOTICES**

Notices to be provided under this Agreement shall be given in writing and either delivered by hand or deposited in the United States mail with sufficient postage to the addresses set forth:

To the County:           Arapahoe County Attorney  
                                  5334 S. Prince Street  
                                  Littleton, CO 80120-1136

and

Arapahoe County Housing and Community Development  
1690 W. Littleton Blvd., #300  
Littleton, CO 80120-2069

To the SubGrantee:    City of Englewood  
                                  ATTN: Janet Grimmatt  
                                  1000 Englewood Pkwy  
                                  Englewood, CO 80110

In Witness Whereof, the Parties have caused this Agreement to be duly executed this  
\_\_\_\_\_ day of \_\_\_\_\_, 2014.

SubGrantee:

\_\_\_\_\_  
Signature      Randy P. Penn

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Title

Board of County Commissioners  
Arapahoe County, Colorado

\_\_\_\_\_  
Don Klemme on behalf of the Board of County Commissioners  
Pursuant to Resolution #~~130152~~ 14 00 95

## EXHIBIT A

### SCOPE OF SERVICES FOR CDBG REHAB

Program Name: Englewood--Housing Rehabilitation  
CFDA #: CDBG 14.218  
Project #: ENHS 1406

AGREEMENT AMOUNT: \$ 27,500  
AGREEMENT END DATE AND PROJECT DEADLINE: 4/30/2015

#### INTRODUCTION

This Scope of Services is attached to and incorporated into the SubGrantee Agreement between the Board of County Commissioners of the County of Arapahoe, State of Colorado and the City of Englewood (SubGrantee) as referenced in the Agreement. The purpose of this Scope of Services is to further describe the project requirements referenced in Section II. C. - Performance Criteria of the SubGrantee Agreement.

#### 1. FEDERAL REGULATORY INFORMATION

CDBG National Objective<sup>1</sup>: Benefit to low- and moderate- income (LMI) housing

HUD Matrix Code: 14A    Single Unit    Proposed Number of beneficiaries\*: 3  
Residential

\*Beneficiaries are to be counted by the number of total number of  PEOPLE or  HOUSEHOLDS who will benefit from the project (including all members of a household).

The Project will be carried out under the:

CDBG Area Benefit definition     CDBG Limited Clientele definition

For Limited Clientele Activities: Select which method of income verification will be used:

Self-Certification     Verification with supporting income documentation

If income will be verified<sup>2</sup>, select the method that will be used to determine annual household income:

N/A     Part 5 Section 8     Census Long Form     IRS Form 1040 Long Form

#### 2. ACTIVITY DESCRIPTION/PERFORMANCE GOALS

<sup>1</sup> Change to appropriate National Objective if necessary.

<sup>2</sup> For descriptions of each income verification method and required documentation, go to:  
<http://www.hud.gov/offices/cpd/affordablehousing/training/web/calculator/calculator.cfm>

This website provides an on-line income calculator for each of the three verification methods. The use of the calculator is required and a print-out of the completed calculator for each household assisted must be maintained on file.

**a. Purpose (short description of program purpose)**

The Housing Rehabilitation Project is available within the City of Englewood to assist low and moderate income families with the financing of their major household repairs.

**b. Goals and Community Impact**

To provide loan and/or grants to 3 single family homeowners within Englewood.

**c. Project Address-throughout Arapahoe County**

Sites within Englewood addresses unknown at this time.

**d. Name of Organization Carrying out the Activity –City of Englewood**

Organization is:  Another unit of local gov't;  Another public agency;  CBDO only;  Subrecipient only;  CBDO designated as subrecipient

**e. Local Jurisdictions rules and regulations/ADA**

SubGrantee agrees that it has read and understands the local jurisdiction's rules and regulations and local codes pertaining to the work and that all work will be permitted with the municipality and completed according to its rules and regulations. SubGrantee will perform the work in accordance with the Americans with Disabilities Act (ADA).

**f. Detailed Program Requirements**

The responsibilities of the City of Englewood for implementation of the program will include:

- Market the program;
- Accept all applications;
- Determine applicants' eligibility and approve or deny grants/loans.
- Maintain a list of approved contractors;
- Complete a Site Specific Environmental Review;
- Determine rehab needs and develop comprehensive work specifications;
- Structure contractor bidding process;
- Prepare contractor and client documentation;
- Monitor rehab activity;
- Comply with lead-based paint regulations and ensure that tenants, owners and contractors are aware of their rights, responsibilities and options;
- Maintain program activity records and produce reports as set forth in this contract;
- Inspect each rehab once completed with the contractor, and sign-off on the job being completed as stated in the description of work; and
- Ensure that all City permitting and local standards are met.

**g. Program Income**

Program income is the gross income received by the SubGrantee directly generated from the use of CDBG funds under this Agreement. Program income includes:

- Proceeds from the sale or lease of property purchased or improved with CDBG funds until five years after the termination of this Agreement;
- Proceeds from the sale or lease of equipment purchased with CDBG funds;

- Gross income from the use or rental of real or personal property acquired, constructed or improved by the SubGrantee less costs incidental to the generation of income;
- Payments of principal and interest on loans made by the SubGrantee using CDBG funds;
- Proceeds from the sale of loans or obligations secured by loans made with CDBG funds;
- Interest earned on program income pending its disposition (NOTE: interest earned on CDBG funds held in revolving loan funds is not program income and must be remitted to the U.S. Treasury at least annually); and
- Funds collected through special assessments on properties not owned and occupied by LMI households in order to recover the CDBG portion of a public improvement.

The County  authorizes  does not authorize the SubGrantee to retain Program Income to be used for eligible CDBG activities. If authorized, Program income may be used for the following purposes: The Englewood Housing Rehabilitation Program

**Reporting program income:** Monthly, the SubGrantee must report to the County on the amount of Program Income received, less costs incidental to the generation of Program Income. Any Program Income in excess of the amount of CDBG funds identified in Section i. Budget must be repaid to the County.

**i. Budget**

ITEM	TOTAL BUDGET	AMT. PD BY COUNTY	AMT PD BY Englewood
Admin- Personnel Costs	\$56,000	\$2,500	\$53,500
Project Rehab Costs	\$25,000	\$25,000	
<b>TOTAL</b>	<b>\$81,000</b>	<b>\$27,500</b>	<b>\$53,500</b>

The amounts in each budget line item may be adjusted with the written approval of the County; provided, however, that the total amount of the award does not change.

Retainage: Up to 5% of each draw may be retained to ensure that the work is completed satisfactorily. Retainage withheld will be paid within 60 days upon the completion and satisfactory inspection of the work.

**3. DRAW REQUESTS**

Draw requests are due for each calendar month by the 20<sup>th</sup> day of the following month. Draw requests must include:

- Draw cover sheet showing itemized list of expenditures (HCDS form)
- Supporting documentation (check all that apply):

- Third-party invoices or receipts
- Check copies showing payment cashment (cancelled checks)
- Lien Waivers
- Davis-Bacon Certified Payrolls—the one unit is considered a group home and therefore exempt from Davis Bacon
- Federal Accountability and Transparency Act form (Attachment 1)\*  
*\*Per the Federal Accountability and Transparency Act of 2006 as amended, compensation data for certain officials must be reported. The report form is attached herein as Attachment 1. This form must be submitted with the first draw request and updated if there are changes*
- Site Specific Environmental Review checklists

*Note: Payments on draws submitted after May 20 may be delayed due to end-of-year HUD reporting*

#### **4. REPORTING**

Data collection must be completed demonstrating income eligibility and achievements met towards meeting the objectives described in Section 2 Activity Description. The disbursement of funds is contingent upon the receipt of the required information.

Reports are due for each calendar month by the 20<sup>th</sup> day of the following month. Reports must include:

- No. of beneficiaries served during the reporting period
- Demographic information\* for  the individual served, or  each household
- Household income\* (if applicable)
- Brief narrative report on activities contained in Section 2
- Program Income

\*HCDS will provide a form for the collection of beneficiary income and demographic information; however, the SubGrantee may use its own form, or a form used for another fund source for the same program, provided that the following information is collected:

- Unique identifier: Name and address
- Whether the head of household is female and/or disabled
- Whether the head of household is aged 62 years or older
- Total number of household members
- Total income of all household members
- Ethnicity: Hispanic or Latino OR Not Hispanic or Latino of each household member
- The race of each household member:
  - White
  - Black or African American
  - Asian
  - American Indian or Alaska Native
  - Native Hawaiian or Other Pacific Islander
  - American Indian or Alaska Native and White
  - Asian and White
  - Black or African American and White
  - American Indian or Alaska Native and Black or African American
  - Other Multi-Racial
- *NOTE: Both ethnicity AND race category must be selected for each household member*
- Signature attesting to the accuracy of the information submitted.

#### **5. RECORD-KEEPING AND MONITORING**

SubGrantee shall retain on file the following documents for a period of five years beyond the final close-out of this grant. Files shall be made available to Arapahoe County, the Department of Housing and Urban Development, the Office of Inspector General, the General Accounting Office, or any other federal regulatory agency, upon request for monitoring purposes.

At minimum, files must contain:

1. Agreement between County and SubRecipient
2. Draw Requests and supporting documentation (see Section 3 Draw Requests)
3. Annual audits

Each property file must contain:

4. Homeowner application for assistance
5. Source documents used to determine income eligibility and income verification calculator print-out (if HUD income calculator is used)
6. Agreement between the SubRecipient and homeowner
7. Promissory Note and Deed of Trust, including any addenda, if applicable
8. Title check or copy of deed, documenting ownership of property
9. Site Specific environmental reviews approved by the County
10. EPLS check on contractor and subcontractors used
11. Copy of Flood Insurance Certificate or Policy, if property is located in a FEMA 100-year flood plan
12. Work write-up/scope of work
13. Documentation that the work was conducted per the approved rehab standards and the local jurisdiction's housing codes
14. Copies of initial and final inspections and check-lists, performed by a licensed contractor
15. Lien waivers obtained for progress payments and final payment from all contractors and subcontractors
16. Beneficiary Data (see Section 4 Reporting)

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**FOR COUNTY USE ONLY – FEDERAL IDIS REPORTING**

1. Performance Goal:  Create suitable living environments;  Provide decent affordable housing;  Create economic opportunities
2. Performance Outcome:  Availability/Accessibility;  Affordability;  Sustainability
3. Check box if project address is to be marked as confidential
4. Activity Purpose:  Prevent Homelessness;  Help the Homeless;  Help those with HIV/AIDS;  Help persons with disabilities
5.  Accomplishments to be reported at another activity: IDIS # \_\_\_\_\_
6. Activity being carried out by Grantee?  yes;  no If yes, activity is being carried out through:  Employees;  Contractors;  Both
7. If Agreement is with another County department, the activity will be carried out by:  County employees;  Contractors;  Both
8. Area Type:  CDFO Area;  Local Target Area;  Strategy Area
9. Special Characteristics:  Presidentially Declared major Disaster Area;  Historic Preservation Area;  Brownfield Redevelopment Area – indicate number of acres remediated: \_\_\_\_\_
10. Activity Information:  One-for-One Replacement;  Displacement;  Favored Activity;  Special Assessment;  Revolving Fund;  Float Funded

# Attachment 1

## Federal Funding Accountability and Transparency Act (FFATA)

In accordance with Federal Acquisition Regulation Clause 52.204-10, reporting is required for awards of \$25,000 or more.

Information Field <small>Definitions can be found on the reverse of this form.</small>	Response
1. Agency or Jurisdiction DUNS number:	Arapahoe County
2. Subrecipient name Receiving Award:	City of Englewood
3. Subrecipient Parent DUNS number: (report if different from agency number above)	
4. Location of Entity Receiving Award: (full street address)	
5. Primary location of Performance of the Award: (City, State and Congressional District)	
	Answer True or False (below)
6. In the preceding fiscal year, Contractor received:	
a.) \$25,000,000 or more in annual gross revenues from federal procurement contracts/subcontracts and/or federal financial assistance awards or subawards subject to the Transparency Act.	
b.) 80% or more of its annual gross revenues from federal procurement contracts/subcontracts and/or federal financial assistance awards or subawards subject to the Transparency Act.	
c.) The public does not have access to information about the compensation of its five most highly compensated Executives through periodic reports filed through the Securities Exchange Act of 1934 or the IRS.	

*An answer to question 7 is required ONLY when all answers to questions 6 are true.*

7. Names and total compensation of the five (5) most highly compensated Executives for the preceding fiscal year:

Print Name

Compensation Amount

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

By signing below, I certify the information contained in this report is complete and accurate to the best of my knowledge.

\_\_\_\_\_  
Signature of Responsible Administrator and Title

\_\_\_\_\_  
Date

### Definitions

1. The DUNS Number of the agency receiving the award, which is used as the unique entity identifier.  
**DUNS Number - Dun and Bradstreet (D&B)** – This commercial entity maintains a repository of unique identifiers (D-U-N-S Numbers), which are nine-digit sequences recognized as the universal standard for identifying business entities and corporate hierarchies. Any organization that has a Federal contract or grant must have a DUNS Number.
2. The name of the entity receiving the award; Sub-Grantee, Sub-Recipient, Sub-Awardee.
3. The DUNS Number of the agency receiving the award (if different than Sub-Recipient in box #1), which is used as the unique entity identifier. **DUNS Number - Dun and Bradstreet (D&B)** – This commercial entity maintains a repository of unique identifiers (DUNS Numbers), which are nine-digit sequences recognized as the universal standard for identifying business entities and corporate hierarchies. Any organization that has a Federal contract or grant must have a DUNS Number.
4. The business office location of the entity receiving the award under the award including the city, state, congressional district, and country.
5. The primary location of performance under the award including the city, state, congressional district, and country.
6. The names and total compensation of the five highest-paid officers of an entity if, in the preceding fiscal year, that entity received: 80% or more of its annual gross revenues in Federal awards, \$25,000,000 or more in annual gross revenues from Federal awards, and the public does not already have access to data on executive compensation through reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934, or section 6104 of the Internal Revenue Code of 1986.

## COUNCIL COMMUNICATION

<b>Date:</b> July 7, 2014	<b>Agenda Item:</b> 9 a iii	<b>Subject:</b> Intergovernmental Agreement to Accept Grant Funds for Hosanna
<b>Initiated By:</b> Department of Parks and Recreation	<b>Staff Source:</b> Jerrell Black, Parks and Recreation Director Joe Sack, Recreation Services Manager	

### COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

Council Goal: A City that provides diverse cultural, recreational and entertainment opportunities.

Council previously approved Ordinance No. 63, Series of 2013 approving an intergovernmental agreement between the City of Englewood and the Arapahoe County School District No. 1. The Ordinance consolidated previous shared service and joint activity intergovernmental agreements between the two parties; modifying agreements concerning Hosanna Field and authorizing applications for grants.

### RECOMMENDED ACTION

Staff recommends that council approve an ordinance for an intergovernmental agreement (IGA) with Arapahoe County for the transfer and use of open space grant funds in the amount of \$250,000 for the Hosanna Synthetic Turf Field.

### BACKGROUND, ANALYSIS AND ALTERNATIVES IDENTIFIED

The synthetic turf field will provide sports practice and physical education space for students at the Englewood School campus. In addition, the turf field will provide Englewood Parks & Recreation a year-round space for recreational programs and also provide both Englewood youth sports associations a new game and practice field. The synthetic field will be lined for multiple sports events in order to accommodate football, soccer, lacrosse and band practices. When the field is not scheduled for use it will be open for drop-in public use. The project will be an integral part of the community by connecting the new Englewood 7 - 12 Campus to the surrounding community and providing access to additional field space for the public.

Per Ordinance No. 63, Series of 2013, Englewood Schools and the City of Englewood will share in the development of a synthetic field at the 7 - 12 Campus. City Council authorizes the City Manager or designee to apply for grants to help fund the construction of the new field. The School District will fund any additional costs beyond the grant amounts received by the City. The School District will maintain the field and will assume all costs related to maintenance. The City will schedule all activities on the site. Englewood Schools will continue to have first priority on usage. The City will receive second priority regarding usage. All revenues received from rental of the site will be deposited in a capital replacement fund account. This fund will be used strictly for replacement of the turf at the end of its life span.

The Arapahoe County Open Space grant for the Hosanna Synthetic Turf field was awarded to the City on June 27<sup>th</sup>, 2014.

**FINANCIAL IMPACT**

Arapahoe County Open Space Grant	\$250,000
Cash Match (Englewood Schools)	\$407,000
Project Sub-total	<u>\$657,000</u>
Contingency	<u>\$65,700</u>
Total Project Cost	\$722,700

**LIST OF ATTACHMENTS**

Bill for an Ordinance

BY AUTHORITY

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

COUNCIL BILL NO. 39  
INTRODUCED BY COUNCIL  
MEMBER \_\_\_\_\_

A BILL FOR

AN ORDINANCE AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT  
ACCEPTING A 2014 GRANT OF ARAPAHOE COUNTY OPEN SPACE PROGRAM FUNDS  
PROJECT NAME: HOSANNA SYNTHETIC TURF FIELD, BETWEEN ARAPAHOE COUNTY  
AND THE CITY OF ENGLEWOOD.

WHEREAS, the Englewood City Council authorized an Intergovernmental Agreement between the City of Englewood and Arapahoe County School District No. 1 in order to consolidate previous shared service and joint activity intergovernmental agreements between the two parties; modifying agreements concerning Hosanna Filed and authorizing applications for grants with the passage of Ordinance No. 63, 2013; and

WHEREAS, Ordinance No. 63, Series of 2013 stated that Englewood Schools and the City of Englewood will share in the development of a synthetic field at the 7 – 12 Campus, and authorized the City Manager or designee to apply for grants to help fund the construction of the new field; and

WHEREAS, Ordinance No. 63, Series of 2013, also stated that the School District will fund any additional costs and will assume all costs related to maintenance; and

WHEREAS, Ordinance No. 63, Series of 2013 the City will schedule all activities on the site and Englewood Schools will continue to have first priority on usage with the City having second priority regarding usage; and

WHEREAS, the synthetic turf field project will be an integral part of the community by connecting the new Englewood 7-12 Campus to the surrounding community and providing access to additional field space for the public; and

WHEREAS, the synthetic turf field will provide sports practice and physical education space for students at the Englewood School Campus; and

WHEREAS, the turf field will provide Englewood Parks and Recreation a year-round space for recreational programs and also provide both Englewood youth sports associations a new game and practice field; and

WHEREAS, the City of Englewood Parks and Recreation Department applied for Arapahoe County Open Space Grant funding for the 2014 Hosanna Synthetic Turf Grant and has been approved for funding in the amount of \$250,000; and

WHEREAS, there are no federal funds being used for the 2014 Grant of Arapahoe County Open Space Program Funds Project Name: Hosanna Synthetic Turf Field.

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 the acceptance of the 2014 Grant of Arapahoe County Open Space Program Funds Project Name: Hosanna Synthetic Turf Field, attached hereto as Attachment 1.

Section 2. No funds shall be paid from the Grant until the City Manager confirms that the work has been completed pursuant to specifications and all taxes and fees have been paid.

Section 3. The Mayor and City Clerk are hereby authorized to sign and attest said Agreements for and on behalf of the City of Englewood, Colorado.

Introduced, read in full, and passed on first reading on the 7th day of July, 2014.

Published by Title as a Bill for an Ordinance in the City's official newspaper on the 11th day of July, 2014.

Published as a Bill for an Ordinance on the City's official website beginning on the 9th day of July, 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 7th day of July, 2014.

---

Loucrishia A. Ellis

**INTERGOVERNMENTAL AGREEMENT REGARDING  
2014 GRANT OF ARAPAHOE COUNTY OPEN SPACE PROGRAM FUNDS  
PROJECT NAME: HOSANNA SYNTHETIC TURF FIELD**

---

This Intergovernmental Agreement ("Agreement"), is made and entered into by and between **THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF ARAPAHOE, STATE OF COLORADO**, (the "County") and **THE CITY OF ENGLEWOOD**, a municipality and political subdivision of the State of Colorado (the "Grantee") (collectively, "Parties" and individually a "Party").

WHEREAS, on November 4, 2003, and on November 1, 2011, the voters of Arapahoe County approved a county-wide sales and use tax to be deposited in the Arapahoe County Open Space Fund and used for specified open space purposes as set forth in County Resolution No. 030381, as amended by Resolution No. 110637 (Open Space Resolution); and

WHEREAS, the Open Space Resolution authorizes the County to award discretionary grants from its Open Space Fund to municipalities and special districts, as more fully set forth therein; and

WHEREAS, on May 27, 2014 the County approved the Grantee's Grant Proposal for the Project ("Grant Project"), which is attached hereto and incorporated by reference herein as Exhibit A, subject to the execution of an intergovernmental agreement and subject to the terms and conditions contained herein; and

WHEREAS, this intergovernmental agreement is authorized by Article XIV, Section 18 of the Colorado Constitution and COLO. REV. STAT. § 29-1-203.

NOW, THEREFORE, the County and the Grantee agree as follows:

1. Amount of Grant. The County hereby awards Grantee an amount not to exceed **\$250,000** ("Grant Funds") for the Grant Project from the Arapahoe County Open Space Fund.
2. Use of Grant Funds. The Grantee agrees that it shall only use the Grant Funds for the Grant Project, as described in Exhibit A.
3. Disbursement of Grant Funds Grant Funds shall be transferred within 45 days of the execution of this Agreement. The required method used by the County for transfer of the Grant Funds is by ACH Authorization. ACH Authorization form must be submitted with the IGA for execution. Grantee agrees to this method.
4. Time for Use of Grant Funds. The Grantee agrees that the Grant Project will be completed and the Grant Funds will be expended by no later than two years from the date of this fully executed IGA, unless a longer period of time is otherwise agreed to by the County in writing. The Grantee understands and agrees that if the Grant Project cannot be completed by the end of the agreed upon time period the County may require that the Grant Funds be refunded to the County Open

Space Grant Fund, be re-distributed to another agency and/or be used for another viable and timely grant project.

5. Interest on Grant Funds. The Grantee further agrees that, after receipt of the Grant Funds, the Grantee will use any interest earned on the Grant Funds only for the Grant Project as set forth in Exhibit A.
6. Administration of Grant Project. The Grantee shall be responsible for the direct supervision and administration of the Grant Project. The County shall not be liable or responsible for any cost overruns on the Grant Project. Nor shall the County have any duty or obligation to provide any additional funding for the Grant Project if the Grant Project cannot be completed with the Grant Funds awarded by the County to the Grantee. Grantee also agrees to comply with all local, state and federal requirements while completing the Project unless specifically waived.
7. Grant Project Site Visits. Upon 24 hours written notice to the Grantee, the Grantee agrees to allow the County to make site visits before, during, at the completion of and/or after the Grant Project.
8. Acknowledgement of County by Grantee. The Grantee agrees to acknowledge the County as a contributor to the Grant Project in all publications, news releases and other publicity issued by the Grantee related to the Grant Project and agrees to allow the County to do the same. If any events are planned in regard to the Grant Project, the County shall be acknowledged as a contributor in the invitation to such events. Grantee shall cooperate with the County in preparing public information pieces, providing photos of the Grant Project from time to time, and providing access to the Grant Project for publicity purposes.
9. Required Sign at Project Site. The County agrees to purchase a standard sign for each grant project. Grantee agrees to pay the sign cost to the County for each grant project. Grantee agrees to erect and permanently maintain at least one sign in a publicly visible area in recognition of the Grant from the Arapahoe County Open Space Program. If the Grantee wishes to use their own sign and design, the Grantee must submit the sign location, design, and wording to the County Grant Administrator for approval prior to manufacture and/or installation of such sign. Such sign shall be erected prior to the completion of the Grant Project or its public opening, whichever is earlier.
10. Report Requirements. On or before **January 31<sup>st</sup> and June 30<sup>th</sup> annually**, the Grantee agrees to provide the County with Grant Project Status Reports that conform to the format provided by the County. Each Grant Project Status Report shall include supporting financial documentation as requested in the form provided. Upon completion of the Grant Project, the Grantee also agrees to submit to the County a Final Report that conforms to the format provided by the County; a final spreadsheet comparing the original budget to actual expenses that certifies what the Grant Funds have been used for and that the Grant Funds have been used in accordance with the Open Space Resolution; and GIS data with location and

boundaries of the Grant Project. The Final Report shall also include supporting financial documentation as requested in the County report form and high resolution photographs of the progress and finished results of the Grant Project. The Grantee further agrees to provide the County with digital copies of said photographs, delivered as separate high resolution jpeg images. The Final Report shall be submitted within three (3) months of Grant Project completion unless a longer period of time has been agreed to by the County in writing. The County shall be allowed to use information and images from these reports in publications, public information updates, and on the County's web site.

11. Failure to Submit Required Reports. Upon written notice from the County's Open Space Grants Administrator, informing the Grantee that it has failed to submit any required status report and/or final report, the Grantee shall submit such reports to the County through the County's Open Space Grants Administrator within thirty (30) days, and, if it fails to do so, the Grantee shall be deemed to be in violation this Agreement *pursuant to Paragraph 15, below.*
12. Record Keeping Requirements. The Grantee shall maintain a complete set of books and records documenting its use of the Grant Funds and its supervision and administration of the Grant Project. The County or any of its duly authorized representatives shall have reasonable access to any books, documents, papers, and records of the Grantee which are pertinent to the Grant Project for the purpose of making an audit, examination, or excerpts. The Grantee shall keep all books, documents, papers, and records, which are pertinent to the Grant Project, for a minimum of three years. Grantee agrees to report to the County any unexpended Grant Funds and consult with the County concerning proper accounting for unexpended Grant Funds prior to completion of the Grant Project final report.
13. Changes to Grant Project. The Grantee agrees and understands that its Grant Project, once it has been approved by the County, may not be changed without the County's prior approval. Proposed changes must be formally requested using the applicable Grant Project Form provided by the County. Changes may not begin until the County has issued an approval, which may also require the execution of an amendment to this Agreement.
14. Maintenance. Grantee agrees to assume responsibility for continuous long-term maintenance and public safety of open space lands, trails, recreation facilities, amenities, signage or other projects funded by the Grant Funds.
15. Failure to Comply and Reimbursement of Grant Funds. The Grantee understands and agrees that if any portion of the Grant Funds are not used in accordance with its approved Grant Proposal and/or this Agreement, the County may require the Grantee to reimburse the County in the amount of such Grant Funds that are not used for the Grant Project or that are not used in accordance with this Agreement. Failure to comply with the terms of this Agreement shall result in default and the Grantee shall be ineligible for any future Grant Funds until the violation is remedied or such other time period as determined by the County.

16. Remedies. The rights and remedies of the County as set forth in this Agreement shall not be exclusive and are in addition to any other rights or remedies provided by law.
17. No Waiver of Rights. A waiver by either Party to this Agreement of the breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either Party.
18. Relationship of the Parties. The Grantee shall perform all duties and obligations under this Agreement as an independent contractor and shall not be deemed by virtue of this Agreement to have entered into any partnership, joint venture, employer/employee, or other relationship with the County.
19. No Third Party Beneficiaries. Nothing in this Agreement shall give or allow any claim or right of action whatsoever by any third party, including, but not limited to, any agents or contractors of the Grantee.
20. Severability. Should any one or more provisions of this Agreement be determined to be illegal or unenforceable, all other provisions nevertheless shall remain effective; provided, however, the Parties shall forthwith enter into good faith negotiations and proceed with due diligence to draft a provision that will achieve the original intent of the Parties hereunder.
21. Written Amendment Required. This Agreement may be amended, modified, or changed, in whole or in part, only by written agreement duly authorized and executed by the County and the Grantee.
22. Venue. Venue for the trial of any action arising out of any dispute hereunder shall be in Arapahoe County District Court, pursuant to the appropriate rules of civil procedure.
23. Notices. Notices, as referred to in this Agreement, shall be sent to:

**COUNTY:** Board of County Commissioners of Arapahoe County  
5334 South Prince Street  
Littleton, Colorado 80120-1136

and

Arapahoe County Attorney  
5334 South Prince Street  
Littleton, Colorado 80120-1136

and

Arapahoe County Open Space Grants Administrator  
6934 S Lima St, Unit A  
Centennial, Colorado 80112

and

**GRANTEE:**

City of Englewood  
1155 W. Oxford Avenue  
Englewood, CO 80110

24. Applicable Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Colorado.
25. Counterparts. This Agreement may be executed in multiple counterparts, each of which will be deemed to be an original and all of which taken together will constitute one and the same agreement.
26. Incorporation of Exhibits. Unless otherwise stated in this Agreement, any exhibits, applications, resolutions, or other documents referenced in this Agreement shall be incorporated by reference into this Agreement for all purposes.
27. Section Headings. The headings for any section of this Agreement are only for the convenience and reference of the Parties and are not intended in any way to define, limit or describe the scope or intent of this Agreement.
28. Assignment. The rights, or any parts thereof, granted to the Parties herein may be assigned only with the prior written consent of the non-assigning party.
29. Extent of Agreement. This Agreement constitutes the entire agreement of the Parties hereto. The Parties agree that there have been no representations made regarding the subject matter hereof other than those, if any, contained herein, that this Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof, and further agree that the various promises and covenants contained herein are mutually agreed upon and are in consideration of one another.
30. Signatures. The signatories to this Agreement represent that they are fully authorized to execute this Agreement and bind their respective entities.

IN WITNESS WHEREOF, the County and the Grantee have executed this Agreement as of the date set forth below.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

ATTEST:

GRANTEE:

By: \_\_\_\_\_  
Name - Randy P. Penn  
Title - Mayor

By: \_\_\_\_\_  
Name  
Title

ATTEST:

COUNTY OF ARAPAHOE  
STATE OF COLORADO

By: \_\_\_\_\_  
Name - Loucrishia A. Ellis  
Title - City Clerk

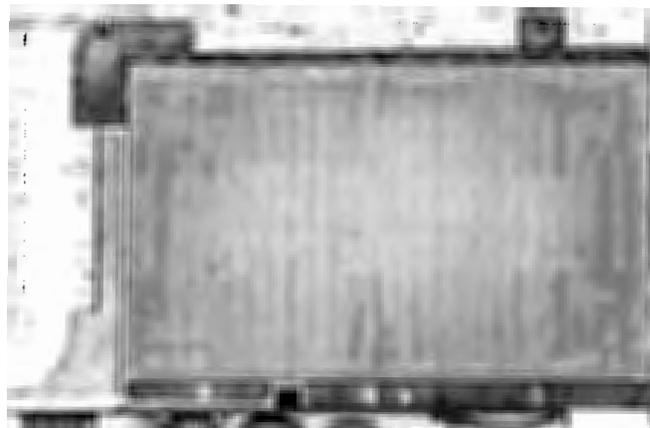
By: \_\_\_\_\_  
Shannon Carter, Director, Intergovernmental  
Relations and Open Spaces  
Pursuant to Resolution No. 130152



**2014 Standard Grant**  
**Grant Proposal**  
**Arapahoe County Open Spaces**

**City of Englewood**  
**Parks and Recreation Department**

**Hosanna Synthetic Turf Field**



**RECEIVED**  
**FEB 06 2014**  
" " "  
**OPEN SPACE**

**TABLE OF CONTENTS**  
**Hosanna Synthetic Turf Field**

<b>Part A – Basic Project Information</b>	<b>3</b>
<b>Part B – Project Details</b>	<b>5</b>
<b>Part C – Maps, Plans, Drawings</b>	<b>10</b>
<b>Part D – Photos</b>	<b>13</b>
<b>Part E – Timeline</b>	<b>16</b>
<b>Part F – Resolution and Letters of Commitment</b>	<b>17</b>
<b>Part G – Budget</b>	<b>31</b>

**PART A – Basic Project Information – Standard Grants**

**Applicant / Project Profile**

Name of Applicant (city, town or district) : **City of Englewood**

Name of Project (five words or less, please) : **Hosanna Synthetic Turf Field**

**Contact Information**

Primary Contact Name: **Dave Lee**

Phone (work): **303-762-2687**

Phone (cell): **303-884-7808**

Title: **Open Space Manager**

E-mail:

**Address**

(street address, city, state, zip code for mail delivery): **1155 W. Oxford Ave. Englewood, CO 80110**

**Project Type:** (  check box to the left)

Trail

Site Improvement /Construction

Acquisition

Environmental or Cultural Education/Interpretation

Other (please describe):

**Project Site Location Information**

Project Site Address: **3800 South Logan St. Englewood, CO 80113**

Nearest major cross streets: **Hampden Ave (US 285) & Logan St**

City: **Englewood**

or

Unincorporated Arapahoe County

If any part of site is outside Arapahoe County, please justify proposed use of funds outside County:

**In three words, summarize the benefits of this project to your city, town or district: play, fitness, athletics**

Name(s) of jurisdiction(s) governing the project site: **Arapahoe County School District 1 (Englewood Schools)**

Zoning description at project site: **R-1-C**

Is re-zoning required to implement this project? **No**

Name of landowner(s) of project site or trail corridor: **Englewood Schools**

Has a site plan for this project location been **approved? Yes** When? **November 5, 2012.**

If not, is a site plan pending? **Expected date to be adopted?**

**Summary Project Description**

In one sentence tell us what you will do with the grant money and what the end result will be:

**Englewood Schools, in partnership with the City of Englewood, will construct a synthetic turf field for use by the students and citizens.**

In 150 words or less, write a press/news release about your project (project name, location, agency, goal for the project/end result, who will benefit, why it is important, etc.):

**Hosanna Synthetic Turf Field, 3800 S. Logan St. Englewood, CO 80113, City of Englewood The synthetic turf field will provide sports practice and physical education space for students at the Englewood School campus. In addition, the turf field will provide Englewood Parks & Recreation a year-round space for recreation programs in soccer and lacrosse and also provide both Englewood youth sports associations a new game and practice field. The synthetic field will be lined for multiple sports events in order to accommodate football, soccer, lacrosse and band practices. When the field is not scheduled for use it will be open for drop-in public use. The project will be an integral part of the community by connecting the new Englewood High School to the surrounding community and providing access to additional field space for the public.**

**Project Financial Summary:** (same numbers as budget page – round all figures to nearest \$100)

1. Grant Request

\$ 250,000

total requested from County

2. Cash Match Funds

+

\$ 407,000

applicant cash match must be minimum of 25% of the grant amount requested (25% of line 1) or

			50% of the municipal shareback, whichever is less
3. Other Cash Sources	+	\$ 0	funding from other sources
4. In-kind contributions	+	\$ 0	total value of in-kind contributions
5. Project sub-total	=	\$ 657,000	total of lines 1, 2, 3 and 4
6. Contingency	+	\$ 65,700	estimate, may not be charged to County and may not be used as cash match
<b>7. TOTAL PROJECT COST</b>	<b>=</b>	<b>\$ 722,700</b>	<b>Total must equal lines 5 and 6 above</b>

Line 7 (above) must equal all expenses plus contingency and must be the same as the \$ figure on the detailed budget page included later in the grant application. Please double check that all figures are the same on this page and on the budget attachment.

**Project Partners** (list contributing partners - cash or in-kind; itemize in the budget; **attach letter(s) with Part F**

**Funding / In-kind Partners**

**Contact Information:** (Name, Phone, E-mail)

<b>Englewood Schools</b>	Brian Ewert 303-806-2010 brian_ewert@englewood.k12.co.us

**Authorized Agent and Signature**

I, Jerrell Black, hereby affirm that I am the authorized agent for the City of Englewood applying for the grant as described herein, and that I am legally authorized on behalf of said entity to apply for, as its agent, this Arapahoe County Open Space Grant and that I have received and agree to abide by the grant guidelines, policies and procedures.

**Signature & Title of Authorized Agent:**

*Jerrell Black, President*

**Date:**

*January 16, 2014*

## PART B – Project Details

Describe project goal and extent/scope and expected results (what will project provide, size, square or lineal feet, number of plants or square feet of landscaping, irrigation, acres re-vegetated or restored, etc.):

**Our goal is to provide a quality synthetic turf field that will provide sports practice and physical education space for students at the Englewood School campus. Previously, the field has been a space that was generally unfit for use as it was uneven, hazardous, poorly drained and would cause sprained ankles and risk for other injuries. We would like to transform a basically unusable natural grass field into a widely used space for students and the community at large. The new field will have overall dimensions of 165 feet by 380 feet and markings for soccer, football, marching band and lacrosse.**

Discuss how the site is currently managed and programmed, and the impacts of multiple uses:

**This field is currently being used as construction staging because the School District is currently in the process of constructing a new high school and junior high school. In the past, the field was used only for football practice in extreme cases when no other site was available. Even then, depending on conditions, only certain parts of the field would be usable at any one time. No other programming has occurred on the field.**

Describe the service area for this project (distance people can expect to travel to use improvements):

**The primary service area for the field project is approximately seven mile radius and will serve the Englewood community with Englewood Schools having first priority for use followed by Englewood Parks and Recreation programs including youth sports associations. The secondary service area is approximately a twenty-five mile radius and will serve additional user groups. We will rent the field for practice and games. Rental fees collected will go towards the future synthetic turf replacement cost.**

Describe the type of users (families, children, seniors, etc.):

**Scheduled physical education classes, athletic practice and games for both Englewood Schools and the Parks and Recreation Department will be the primary use of the field. These users will be primarily youth ages 5 through 18 as well as adults ages 19 through 35. When the field is not scheduled it will remain open for drop-in use for the community. Drop-in use will include football, soccer, lacrosse and other field sports.**

Discuss steps you will take to minimize impacts to the environment:

**The field site is currently being utilized as a construction storage site during the construction of the new Englewood High School. Currently, silt fencing, sod and waddles are in place to minimize sediment and runoff into storm drains.**

Summarize your planning efforts to date and investments made prior to submitting a grant proposal. Quantify and describe any past funding commitments or grant used to pre-plan this project:

**In 2011, the Englewood School District was successful in passing a bond that has allowed the Schools to construct a 7-12 grade campus. In November 2013, the campus reached the midpoint in the construction process. The athletic turf field project has been a part of the Englewood Schools master plan from the start of the design of the new campus. Design and preliminary work such as access, parking, and basic infrastructure that surrounds the proposed synthetic turf field has been completed for a total investment of \$202,650. This was funded within the original bond project design and paid by the Englewood School District.**

**On November 18, 2013, Englewood City Council and Englewood Schools signed an Intergovernmental Agreement in support of this project as well as determining the priority usage, maintenance and sustainability of the synthetic turf field.**

Describe efforts made, dates and outcomes of required pre-submittal meetings with the planning department in your jurisdiction:

**Englewood Schools Construction Management Team participated in several Design Review Team meetings with City officials in the first part of 2012 to discuss the overall campus project as well as the so called "Lehigh extension" that provides improved access and parking at the proposed site of the new synthetic turf field. Moreover, the District conducted Design Advisory Group (DAG) meetings every other week in January through May of 2012 to discuss the project. The DAG was attended by all stakeholders including community members as well as city officials including the mayor of Englewood, City Council members and Englewood Parks and Recreation officials. Finally, the Superintendent of Schools participated in a number of community outreach events regarding the high school project, including visits to City Council. While the entire construction project was the topic at these meetings, parking and access near the practice field and stadium were significant discussion points.**

Describe how the project will be designed, constructed and managed for sustainability:

The synthetic field was designed by MOA Architecture and will be constructed by Saunders Construction. Both companies are currently working on the construction of the new high school project. Saunders will utilize Academy Sports Turf as their sub-contractor for the installation of the synthetic turf. The School District is paying the upfront costs for design and architectural work. The synthetic turf field is being constructed for sustainability reasons. There will be no need for mowing, irrigation, fertilizer and other cultural practices, thus the field will be more sustainable by reducing the need for maintenance practices. The synthetic field has greater sustainability because it can be more heavily scheduled and utilized than a natural turf field. It is anticipated that the field will last an estimated 15 years. After construction, the School District will cover any maintenance costs, such as raking and adding crumb rubber. The School District will also cover the cost to replace the field when the time arises. A fund will be created using rental fees that will go towards turf replacement.

Discuss contingency plans. On the budget page include a contingency line item in both the revenue section and expense section (both assigned to the applicant).

The contingency budget for the synthetic turf field is \$65,700. Contingency funds will be used for any unforeseen items or issues which arise during project construction.

Describe how the project improves connectivity to local or regional trails, natural resources and/or community resources:

The synthetic turf field project will be an added amenity to a destination and resource for athletics and open space for the entire community. The Hosanna Athletic Complex will provide practice and game space for baseball, softball, soccer, football, lacrosse and band activities. Participants can gain access to the site by using the City's neighborhood bicycle routes. The City's neighborhood bicycle routes were laid out in a pattern designed to connect to all of the active City parks and schools. The Hosanna Athletic Complex is connected into this system through a neighborhood bicycle feeder route that connects Little Dry Creek trail/on-street trail connections (E26 Kenyon Ave, E9 Clarkson St, local route – Sherman St.).

**For All Projects: (the following questions are to be answered for all project types)**

Discuss the need and urgency for this project, and why it is a priority:

Title IX of the Educational Amendments Act of 1972 is a federal law prohibiting sex discrimination in educational institutions related to students' services, including athletics and recreational services. In order to satisfy Title IX requirements, a girls' softball field was constructed on an athletic field that was most recently used for soccer, football and lacrosse. This resulted in the loss of a multi-use field that was programmed by the School District and the City of Englewood. The Englewood School campus will now be hosting three schools, resulting in a greater need for an athletic field for physical education, marching band practice, sports practice and drop-in use by the community. Currently, there is insufficient space for youth sports and soccer in the community and for the Schools' sports teams to practice. The demand far outweighs the availability of space for kids to have these opportunities. Additionally, natural grass fields can only handle so much use, while synthetic turf can be used much more frequently.

Describe any historic values within the site – historic trails, buildings, landscapes, etc.:

The synthetic turf field site is on School District property. The site has been used for Englewood High School for 50 years. There are no historic values for the property.

Identify the native ecosystems, in general, underlying the project site (e.g. short grass prairie, wetlands, etc.): Do any portions of the native systems remain intact? If so, are they being preserved or restored?

The area of the proposed synthetic turf field has not had any native ecosystems during the past 50 years. In the past, the site has been used as an irrigated bluegrass practice field for high school sports and community use.

Describe specific natural resources including scenic and water resources. List predominant wildlife species and vegetation on site. Discuss impacts, positive and negative, to these resources to result from your project. Highlight any species on state or federal lists. (For birds please group species – i.e. songbirds, raptors, etc.):

There are minimal natural resources associated with the site. The site is currently being used as a construction storage lot as the new junior-senior high school is being constructed. Once school construction has been completed, the storage area will revert back to a practice field. Before the construction, the site was an irrigated natural turf practice field. The area surrounding the field has large

cottonwood, ash and elm trees along with an expansive area of irrigated bluegrass used for athletic events. Animal species that frequent the area are songbirds, raccoons, foxes, coyotes and Canada geese. Animal species mainly access the area through the nearby Little Dry Creek riparian corridor just to the north of the field site. There are no known animal species from state or federal lists. The impacts from the construction of a synthetic turf field are minimal. A small reduction in area for animal forage is expected and there should be no impact toward precipitation runoff as the field will have subsurface drainage.

Estimate the number of end-users monthly that will benefit from this project:

The Synthetic Turf Field will have an immediate impact within our community. The School use alone during the academic year (9 months) will provide an average estimated 12,000 users per month from physical education classes and athletics. The Parks and Recreation Department will also schedule a variety of Youth Sports Associations and field rental groups that will increase weekend and evening use at an estimated 2000 users per month. Groups include Englewood Soccer Association, Englewood Youth Sports Association – Football and Colorado Coed – Adult Soccer rental group. Community drop-in use will also add an estimated 500 users per month.

January - 4,000

February – 4000

March – 9,000

April – 15,000

May – 20,000

June – 7,000

July – 7,000

August – 15,000

September – 20,000

October – 18,000

November – 15,000

December – 4,000

Total number end-users annually – 138,000

Describe how this project addresses specific objectives of County Open Space Resolution #030381/#110637:

The Hosanna Synthetic Turf Field project specifically addresses the following objective of the County Open Space Resolution #030381/#110637.

- Provide, maintain and improve neighborhood parks, open space, sports fields, picnic facilities, and biking, walking and multi-use trails;

The development of a synthetic turf field fills the fundamental basic need of providing park and open space. This project will replace a field that was lost due to other construction and will redevelop a space that is basically unusable in its current condition. The turf field will be an upgraded space that will allow year round access. The field will benefit the Schools by providing additional field space for physical education and athletics but will also serve the community by allowing the youth sport associations access to improved field space as well as provide improved recreational space for neighbors, families and the community.

List the elements of the Arapahoe County Open Space Master Plan that apply to this project:

The Open Space Master Plan provides a 100-year vision, 25-year master plan and 5-year action plan for implementing the purpose and goals of the program. The vision states that the County will be forward thinking, understand and embrace the open space, park and trail needs of current residents, and define a harmonious relationship between people and nature in the County for future generations. The vision for the Program is summarized as: Healthy Lands, Healthy Communities, and Healthy People.

The Hosanna Synthetic Turf Field project aligns with the mission of the Arapahoe County Open Space Plan.

- Acquire, conserve and protect open space –Shareback Funds will be used in this project.
- Build county open space parks and trails – With the completion of this project it will refurbish an unusable space and create a permanent athletic field space that will be available year round as well as provide field space for an underserved neighborhood of residents in Arapahoe County.
- Cooperative partnership work – Partnerships between ACOS, Englewood School District, City of Englewood, Englewood Soccer Association, Englewood Youth Sports Association and neighbors have bound together with the goal of providing a needed space that will be utilized by residents as well as surrounding communities.
- Leverage funding for open space, parks and trails – This Hosanna Synthetic Turf Field project will leverage a number of funding sources including ACOS Grant Funds, Shareback Funds and Englewood Schools Funds.

Discuss the community benefits and enhancement to quality of life to result from the completion of this project (both for the immediate community and the wider public in the surrounding region):

**This synthetic field will provide more space for the annual district-wide field day event. There will be 900 students in three schools on the same campus, necessitating more space for PE and sports. It is also a beautification project on the property as it enhances the entrance to the school and to the stadium venue. It creates additional outdoor space for those looking for a park-like atmosphere in the commons area. During lunch and breaks, students will be able to walk and enjoy the open space. In addition, the immediate community will have access to the field for drop in play during times when the field isn't scheduled. This field will help create much needed open space in a section of the City where there isn't much open space available. Currently, there is a new apartment home complex being constructed and a large apartment complex that is being refurbished just blocks away from this site.**

Describe relationship of the project to any local, regional, state or system wide master plan. Give the name of each plan and list related element(s) within the plan – DO NOT attach any plan beyond a one-page rendering:  
**The new synthetic turf field fills a void left when the School District was required to build a new softball field on the site of an existing athletic field at the Hosanna Athletic Field Complex located adjacent to the proposed synthetic turf field. The construction of the new field will allow the School District, youth sports associations, adult sports teams and community members to have a surface even better than the one surrendered to the girls' high school softball program. The field fits within the master plan of the construction of the new Englewood Junior High and High School campus.**

**The Englewood Parks and Recreation Master Plan was approved in 2006 and funded in part by Conservation Trust Funds. The Master Plan was then adopted by ordinance into the City of Englewood Comprehensive Plan. It is important to note that at the time (2005/2006) of the Master Planning process, it was unknown that the Englewood School District would be required to build a softball field causing the reduction in athletic field space. With the completion of this project Englewood would still have a deficit of two athletic fields as noted on page 3-29 of the Master Plan based upon our current population.**

Describe the steps taken to date to make this project ready for implementation, and how, if funded your agency will complete the project within one to two years after the receipt of funds:

**The City understands the shovel ready requirements of the ACOS grant process. City Council and Englewood Schools have committed to completing the project within months of the ACOS grant award. As our timeline indicates, in 2014, the City and Schools will immediately begin the construction process. Final design has been completed and construction documents have been finalized. The project design and architecture plans will be paid for by the School District with bond funds. The field fits within the master plan of the construction of the new Englewood Junior High and High School campus.**

Describe the process you will use to choose consultants and/or contractors who will be paid during this project:  
**Saunders Construction and MOA Architecture are currently conducting a design/build for the new junior high-high school project on site. In order to control costs, the School District will be using the same design/build team to construct the synthetic turf field. Englewood Schools had developed a solid relationship with Saunders Construction and MOA Architecture and to maintain continuity of the project, a change order has been implemented for design and construction of the synthetic turf field.**

List any permits that will need to be obtained for implementation of the project and existing status of obtaining those permits. (Clean Water, Federal 404, County Planning or Public Works, City Planning or Public Works). On the budget page, itemize expected costs for permits, government fees and consultants:

**The synthetic field project is being constructed by Englewood Schools. They are under the jurisdiction of the State of Colorado. An overall building permit from the State Department of Fire Safety will be required along with permits from the State Department of Regulatory Agencies (DORA) for any electrical or plumbing work. The Department of Fire Safety permit will be pulled by the design/builder, while individual sub-contractors will be required to pull the DORA permits for their portions of the project. All permits were submitted and paid by Englewood Schools as the school campus project began.**

Does the present zoning of the site permit the suggested use? If not, what changes will need to be accomplished? What is the timeline to accomplish any required changes?

**Current zoning for the area is R-1-C. The site is on school property and is designated as School Facility/Field/Playground. The present zoning for the site allows for the suggested use as a recreational athletic field.**

Discuss any efforts to obtain public input, disseminate public information, develop partnerships for cash funding or in-kind contributions, and garner community support specifically related to this project:

**The project is a partnership between the City of Englewood, Englewood School District and youth sports organizations. Public input was sought and received formally and informally by phone, email and at the eight community meetings held to discuss the Englewood School campus construction project. The School District is committed to paying the difference between the grant funds and the remainder of the project.**

Describe ownership or legal access to the site, including right of access without trespassing on adjacent property. If the agency does not have fee simple ownership of the site, attach letter with Part F below, from property owner(s) granting access and support for this project:

**The entire campus site and public right of way is owned by Englewood Schools. There is paved street access that leads directly to the synthetic field and public parking for the facility.**

Describe long-term maintenance of project / site. Attach with Part F below, a letter of commitment or evidence of agreement from the management/maintenance agency addressing long-term maintenance / funding for completed project:

**Englewood Schools Department of Operations and Maintenance will be responsible for the overall maintenance of the site and facility. The department is staffed by a full time grounds keeper. The nature of the project is such that the site will actually require less day to day maintenance than in its current condition. The addition of synthetic turf will drastically reduce the need for irrigation and eliminate the need for mowing, fertilizer and vegetation control. Daily clean-up of the site will be the responsibility of the user of the site with both the Englewood High School custodial staff and the operations and maintenance staff as back up.**

Describe how this project addresses inclusivity per the Americans with Disabilities Act guidelines:

**The synthetic turf field will be constructed using the 2010 ADA Standards for Accessible Design. The following elements have incorporated into the design throughout the complex and comply with a fully accessible ADA park.**

- Remove all barriers to access
- Provide an accessible route of travel and accessible route of travel to the play equipment

**The development will provide the following park amenities: an athletic field accessible by exterior sidewalks, and concrete sidewalk all ADA compliant. The field, parking and walkways are all designed to be ADA accessible. This project is located on school property; therefore, during school events ADA restrooms will also be available.**

If successful in obtaining this grant, how will the agency use this project to inform citizens about the value of the Arapahoe County Open Space sale tax? Address public outreach plan, signage plan, celebration, etc.

**Temporary signage announcing the construction project will be installed on site. The signage will identify all funding partners for the project and list the project timeline. Permanent signage identifying ACOS support and funding will be installed at the main entrance to the park once the project has been completed.**

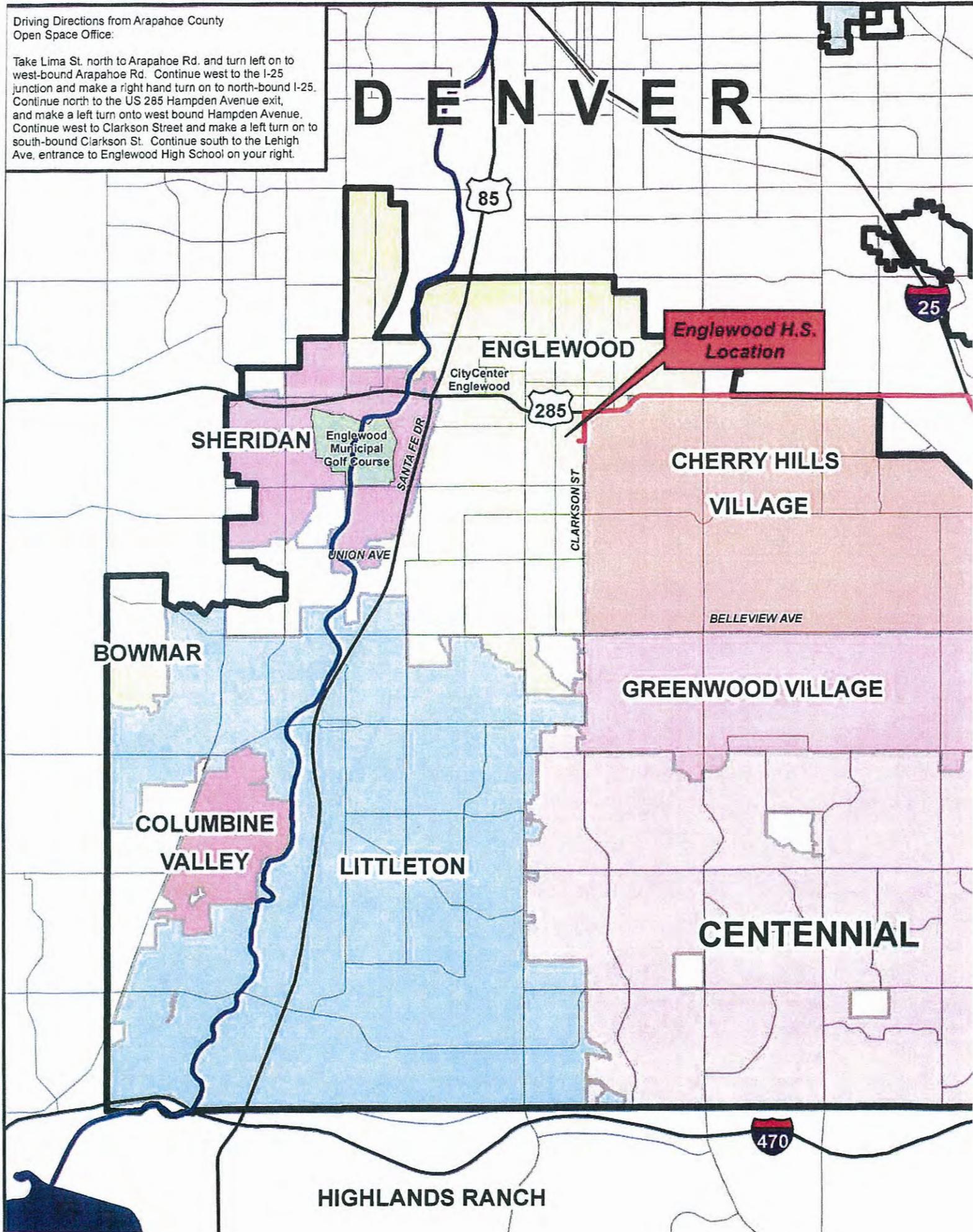
**Information will also be added to the City of Englewood's web site identifying the project and funding sources during and following construction. The Englewood Herald will run information and a news story related to the project as construction commences and before the ribbon cutting ceremony. Social media such as Facebook and Twitter will be used to provide project updates, recognize accomplishments and promote funding partners.**

**A ribbon cutting celebration will be scheduled at the completion of this project as a way to recognize the partnerships, funding agents, citizens, county and local dignitaries that assisted with this project.**

**Driving Directions from Arapahoe County  
Open Space Office:**

Take Lima St. north to Arapahoe Rd. and turn left on to west-bound Arapahoe Rd. Continue west to the I-25 junction and make a right hand turn on to north-bound I-25. Continue north to the US 285 Hampden Avenue exit, and make a left turn onto west bound Hampden Avenue. Continue west to Clarkson Street and make a left turn on to south-bound Clarkson St. Continue south to the Lehigh Ave. entrance to Englewood High School on your right.

# D E N V E R



**Englewood H.S.  
Location**

**ENGLEWOOD**

**SHERIDAN**

**CHERRY HILLS  
VILLAGE**

**BOWMAR**

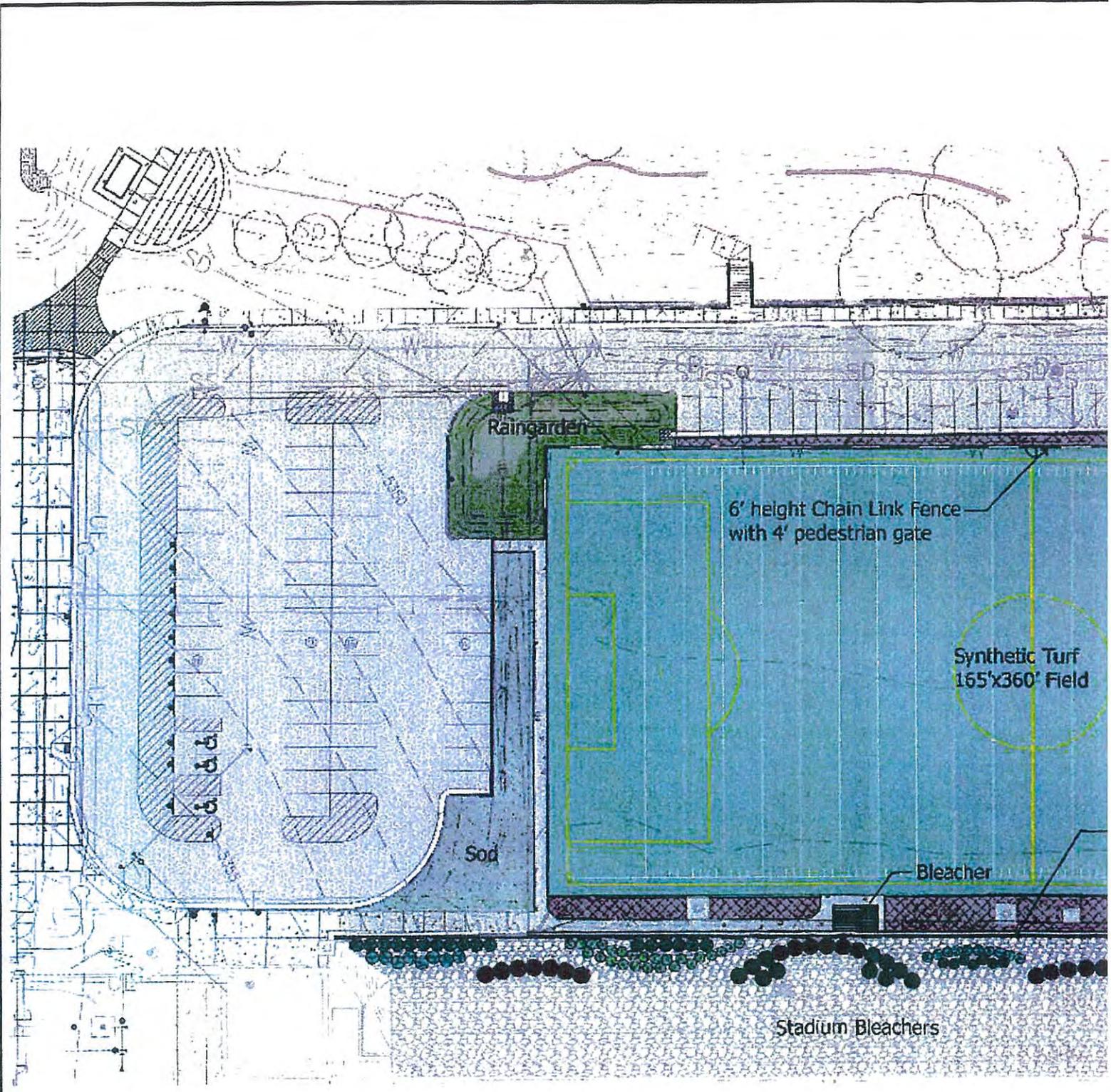
**GREENWOOD VILLAGE**

**COLUMBINE  
VALLEY**

**LITTLETON**

**CENTENNIAL**

**HIGHLANDS RANCH**



Rain garden

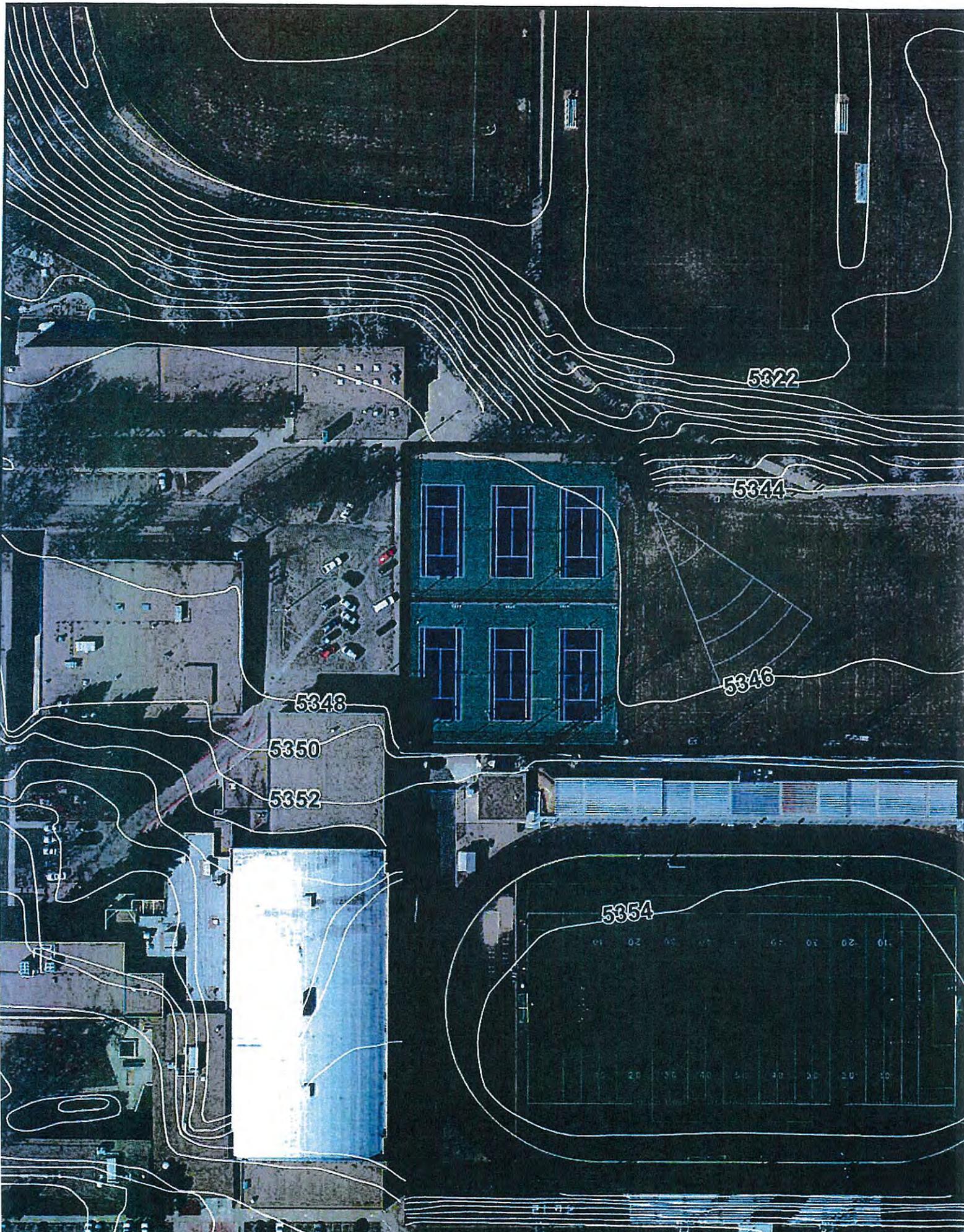
6' height Chain Link Fence  
with 4' pedestrian gate

Synthetic Turf  
165'x360' Field

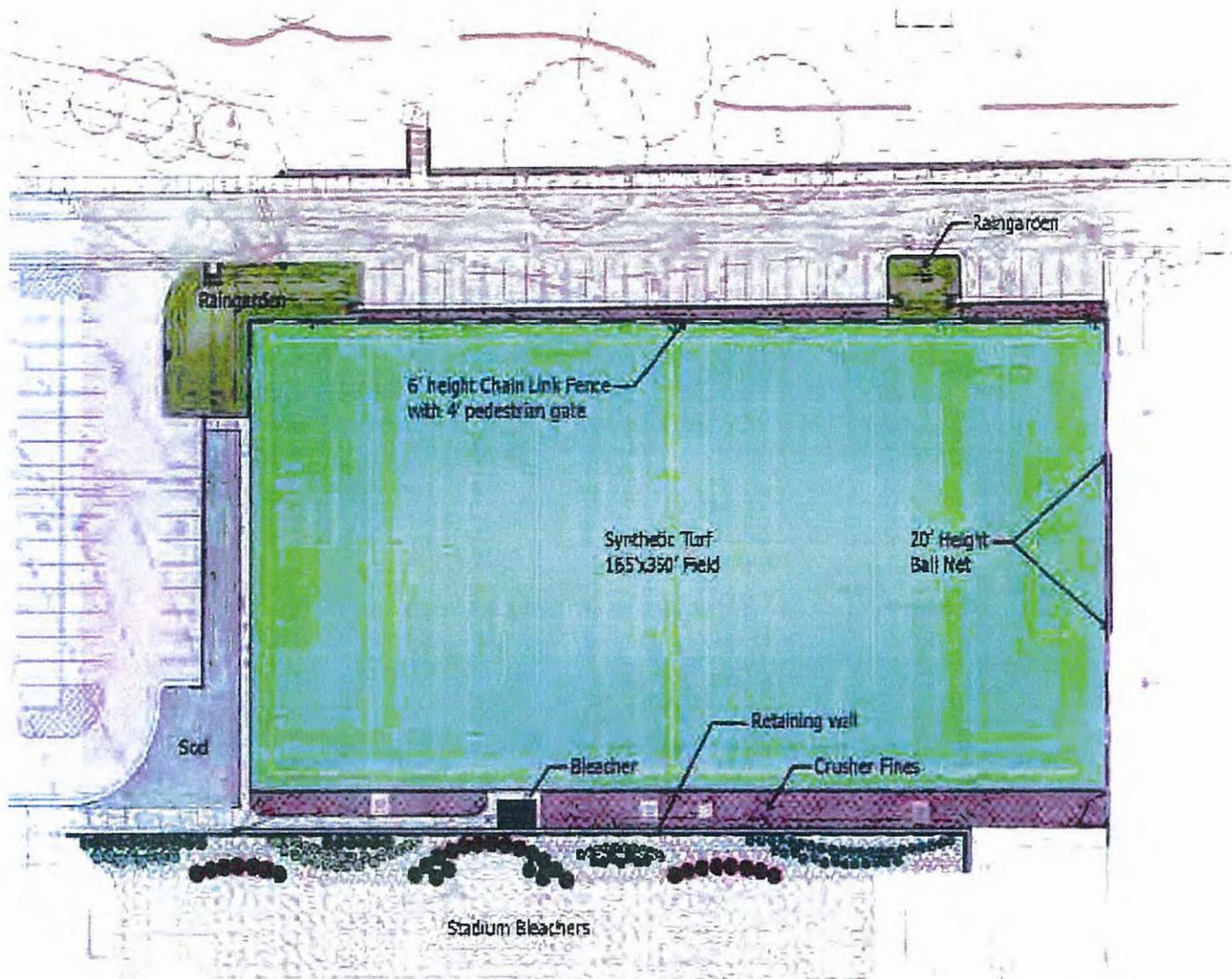
Sod

Bleacher

Stadium Bleachers







# MOD CAMPUS TURF FIELD



DESIGN CONCEPTS  
Consulting and Landscape Architects

School District

December 5, 2013

Scale: 1" = 40'-0"



N067E



Hosanna Practice Field (current conditions)

**PART E – Project Timeline**

<b>Task</b>	<b>Estimated Hours and/or Date to Complete</b>	<b>Responsible Person/Group</b>	<b>Measurable Objective/Deliverable</b>
Grant Notification	June 2014	ACOS	Award Grant Funding
Site Demolition	June 6, 2014	Saunders Construction	Demolition or removal of existing infrastructure
Earthwork	June 13, 2014	Saunders Construction	Site excavation
Site Utilities	June 20, 2014	Saunders Construction	Water and electrical
Retaining Wall	June 27, 2014	Saunders Construction	Retaining wall construction
Field Underdrains	June 27, 2014	Academy Sports Turf	Field drainage system installation
Site Concrete	July 14, 2014	Saunders Construction	Concrete construction work
Turf Sub-Grade	July 14, 2014	Academy Sports Turf	Sub-grade preparation and installation
Landscape and Irrigation	July 21, 2014	Saunders Construction	Installation of irrigation and landscaping
Synthetic Turf	August 4, 2014	Academy Sports Turf	Synthetic turf installation
Netting	August 11, 2014	Saunders Construction	Install netting behind goals
Fencing	August 18, 2014	Saunders Construction	Install fencing around field
Ribbon Cutting/Grand Opening	September 2014	Englewood	Opening Ceremony and Recognition
<b>Estimated TOTAL Hours and/or Final Date of Completion</b>	August 18, 2014		

**PART F – Letters of Commitment and Support**

1. Resolution
2. City of Englewood Letter of Commitment
3. Englewood Schools Letter of Commitment
4. Englewood Schools – Brian Ewert, School Superintendent
5. Englewood Board of Education – Duane Tucker, President
6. Englewood Youth Sports Assoc. – Debbie Penn, Member At Large, Community Liaison
7. Englewood High School Band – Tyler Hastings, Student
8. Haley Ebert – 8<sup>th</sup> Grade Student

BY AUTHORITY

ORDINANCE NO. 63  
SERIES OF 2013

COUNCIL BILL NO. 59  
INTRODUCED BY COUNCIL  
MEMBER GILLIT

AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF ENGLEWOOD AND THE ARAPAHOE COUNTY SCHOOL DISTRICT NO. 1 CONSOLIDATING PREVIOUS SHARED SERVICE AND JOINT ACTIVITY INTERGOVERNMENTAL AGREEMENTS BETWEEN THE TWO PARTIES; MODIFYING AGREEMENTS CONCERNING HOSANNA FIELD AND AUTHORIZING APPLICATIONS FOR GRANTS.

WHEREAS, shared service and joint activity intergovernmental agreements have been identified between the Englewood Parks and Recreation Department and the Englewood School District; and

WHEREAS, many of the agreements shall remain in place and do not need to be modified; and

WHEREAS, Ordinance No. 1, Series of 1998/1999 pertaining to the City hosting the Englewood Schools Website has terminated because Englewood Schools now have their own website; and

WHEREAS, an Intergovernmental Agreement dated July 15, 1974 pertaining to tennis and handball courts is terminated because the handball courts now belong to the School District and the tennis courts were removed and replaced with an inline hockey rink; and

WHEREAS, Ordinance No. 41, Series of 1984 pertaining to Maddox Elementary Use space for Nature Center has terminated because the Nature Center no longer exists; and

WHEREAS, Ordinance No. 6, Series of 1984 pertaining to the Englewood High School Swimming Pool Use has terminated because the EHS swimming pool has been torn down as part of the new 7-12 Campus Project; and

WHEREAS, a Joint Responsibility Letter regarding Englewood High School Tennis Courts has terminated because the EHS tennis courts have been torn down as part of the new 7-12 Campus Project; and

WHEREAS, Ordinance No. 17, Series of 1983 and Ordinance No. 12, Series of 1987, concerning the Hosanna Complex need to be modified so as to reflect the current agreement between the parties; and

WHEREAS, the parties wish to share in the development of a synthetic field at the 7-12 Campus and desire to set forth their understanding in that regard.

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

Section 1. The following Agreements shall remain:

Ordinance No. 57, Series of 2012 – New 7-12 Campus Projects for Bldg. Use Tax

- The following projects were identified and have been completed as part of the sales tax rebate: Alternate 2 (includes \$24,000 for intersection improvements); Parking along Lehigh (not less than 40 spaces); Mansfield Parking (not less than 29 spaces); Traffic Signal Improvements at Logan/Mansfield.

Ordinance No. 38, Series of 2005 – Inline Hockey, Joint Responsibility of Rink/Basketball Court at Sinclair MS (Alternative High School)

Ordinance No. 37, Series of 2011 - Community Gardens at Charles Hay/Clayton

Ordinance No. 36, Series of 1998 – Clayton Elementary Athletic Field

Ordinance No. 14, Series of 2013 – CFAHS Gyms Use of Gymnasiums by City IGA

Ordinance No. 66, Series of 2011 - Flat 14ers Project to keep kids healthy/active IGA

All Schools Memorandum of Understanding Distribution of Program Flyers.

Section 2. The following Agreements shall be terminated:

Ordinance No. 1, Series of 1998/1999 –City to Host School Website

Intergovernmental Agreement dated July 15, 1974 -Tennis & Handball Courts

Ordinance No. 41, Series of 1984 – Maddox Elementary Use space for Nature Center

Ordinance No. 56, Series of 1999 – Flood Middle School Beautification Project

Ordinance No. 6, Series of 1984 – Englewood High School Swimming Pool Use

Joint Responsibility Letter – Englewood High School Tennis Courts.

Section 3. The following Agreements shall be modified as follows:

Ordinance No. 17, Series of 1983 – Hosanna Complex Detention Pond Intergovernmental Agreement and Ordinance No. 12, Series of 1987 –Hosanna Complex Detention Pond; Intergovernmental Agreement Shared Maintenance Adjustment shall be modified as follows:

- School District and City will share the annual maintenance costs at a 50:50 split less any revenues received from the rental of the site (Athletic Fields, Baseball Field and Softball Field).

- All scheduling of the complex will continue to be administered by the City.
- Englewood Schools will continue to have first priority on usage. The City will receive second priority regarding usage. After City use, the City will rent the facilities out to the public to help offset the total maintenance cost. (Revenues generated from rentals will be deducted from the total maintenance cost before the maintenance expenditures are split between both parties).
- The School District will be responsible for school activity functions (lining fields, field set up, restrooms, access, etc.). The City will be responsible for City and rental activities (field set up, restrooms, access, etc.).
- Englewood Schools will maintain and be responsible for all above ground facilities at the Hosanna Athletic Complex. These are items such as: buildings, fencing, dugouts, bleachers, goals, etc.
- Parks and Recreation will maintain and be responsible for all below ground facilities at the Hosanna Athletic Complex. This is to include: mowing, aeration, fertilization, irrigation, pesticide application, tree maintenance, infield and warning track amendments and maintenance and all ball field/athletic field maintenance (sod, infield edges, mounds, warning track, bases and anchors).
- Each organization shall be responsible for the activities and functions which they schedule on the fields. This includes field lining, restrooms, access, trash disposal, etc. During the remainder of the year, Parks staff will empty trash receptacles when there are no functions scheduled.
- Supplies for the restrooms will be supplied by the Schools (TP, paper towels, soap). Snow removal will be completed by Parks staff throughout the complex, up to but not including the stairs on the southern portion of the complex.
- It is also agreed upon that Parks staff and School staff will conduct a monthly meeting in order to further communication on the scheduling of events at the complex, field striping and any other maintenance related issues that arise. Monthly meetings will occur between February and September on a mutually agreed upon day and time for the season.

Section 4. Englewood Schools and the City of Englewood will share in the development of a synthetic field at the 7 – 12 Campus.

- City Council authorizes the City Manager or designee to apply for grants to help fund the construction of the new field.
- The School District will fund any additional costs beyond the grant amounts received by the City.
- The School District will maintain the field and will assume all costs related to maintenance.
- The City will schedule all activities on the site. Englewood Schools will continue to have first priority on usage. The City will receive second priority regarding usage.
- All revenues received from rental of the site will be deposited in a capital replacement fund account. This fund will be used strictly for replacement of the turf at the end of its life span.

Section 5. The Agreement Between the City of Englewood and the Arapahoe County School District No. 1 is attached hereto as Exhibit A.

Introduced, read in full, and passed on first reading on the 4th day of November, 2013.

Published by Title as a Bill for an Ordinance in the City's official newspaper on the 8th day of November, 2013.

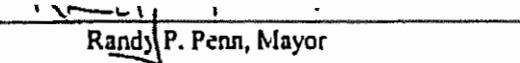
Published as a Bill for an Ordinance on the City's official website beginning on the 6th day of November, 2013 for thirty (30) days.

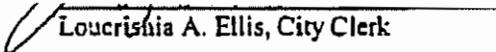
Read by title and passed on final reading on the 18th day of November, 2013.

Published by title in the City's official newspaper as Ordinance No. 63 Series of 2013, on the 22<sup>nd</sup> day of November, 2013.

Published by title on the City's official website beginning on the 20<sup>th</sup> day of November, 2013 for thirty (30) days.

ATTEST:

  
Randy P. Penn, Mayor

  
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. 63 Series of 2013.

  
Loucrishia A. Ellis

**AGREEMENT BETWEEN THE CITY OF ENGLEWOOD AND  
THE ARAPAHOE COUNTY SCHOOL DISTRICT NO. 1**

This agreement, entered into this 18<sup>th</sup> day of November, 2013 by and between the City of Englewood, a Colorado Home Rule Municipality (herein called "City") and the Englewood School District.

WHEREAS, shared services and joint activities have been identified between the Englewood Parks and Recreation Department and the Englewood School District.

**Section 1.** The following Agreements shall remain in place:

Ordinance No. 57, Series of 2012 – New 7-12 Campus Projects for Bldg. Use Tax

- The following projects were identified and have been completed as part of the sales tax rebate: Alternate 2 (includes \$24,000 for intersection improvements); Parking along Lehigh (not less than 40 spaces); Mansfield Parking (not less than 29 spaces); Traffic Signal Improvements at Logan/Mansfield.

Ordinance No. 38, Series of 2005 – Inline Hockey, Joint Responsibility of Rink/Basketball Court at Sinclair MS (Alternative High School)

Ordinance No. 37, Series of 2011 - Community Gardens at Charles Hay/Clayton

Ordinance No. 36, Series of 1998 – Clayton Elementary Athletic Field

Ordinance No. 14, Series of 2013 – CFAHS/Gyms Use of Gymnasiums by City IGA

Ordinance No. 66, Series of 2011 - Flat 14ers Project to keep kids healthy/active IGA

All Schools Memorandum of Understanding Distribution of Program Flyers

**Section 2.** The following Agreements shall be terminated:

Ordinance No. 1, Series of 1998/1999 –City to Host School Website

Intergovernmental Agreement dated July 15, 1974 -Tennis & Handball Courts

Ordinance No. 41, Series of 1984 – Maddox Elementary Use space for Nature Center

Ordinance No. 56, Series of 1999 – Flood Middle School Beautification Project

Ordinance No. 6, Series of 1984 – Englewood High School Swimming Pool Use

Joint Responsibility Letter – Englewood High School Tennis Courts

Section 3 Ordinance No. 17, Series of 1983 -- Hosanna Complex Detention Pond Intergovernmental Agreement and Ordinance No. 12, Series of 1987 -- Hosanna Complex Detention Pond Intergovernmental Agreement Shared Maintenance Adjustment shall be modified as follows:

- School District and City will share the annual maintenance costs at a 50.50 split less any revenues received from the rental of the site (Athletic Fields, Baseball Field and Softball Field).
- All scheduling of the complex will continue to be administered by the City.
- Englewood Schools will continue to have first priority on usage. The City will receive second priority regarding usage. After City use, the City will rent the facilities out to the public to help offset the total maintenance cost. (Revenues generated from rentals will be deducted from the total maintenance cost before the maintenance expenditures are split between both parties).
- The School District will be responsible for school activity functions (lining fields, field set up, restrooms, access, etc.). The City will be responsible for City and rental activities (field set up, restrooms, access, etc.).
- Englewood Schools will maintain and be responsible for all above ground facilities at the Hosanna Athletic Complex. These are items such as: buildings, fencing, dugouts, bleachers, goals, etc.
- Parks and Recreation will maintain and be responsible for all below ground facilities at the Hosanna Athletic Complex. This is to include: mowing, aeration, fertilization, irrigation, pesticide application, tree maintenance, infield and warning track amendments and maintenance and all ball field/athletic field maintenance (sod, infield edges, mounds, warning track, bases and anchors).
- Each organization shall be responsible for the activities and functions which they schedule on the fields. This includes field lining, restrooms, access, trash disposal, etc. During the remainder of the year, Parks staff will empty trash receptacles when there are no functions scheduled.
- Supplies for the restrooms will be supplied by the Schools (TP, paper towels, soap). Snow removal will be completed by Parks staff throughout the complex, up to but not including the stairs on the southern portion of the complex.
- It is also agreed upon that Parks staff and School staff will conduct a monthly meeting in order to further communication on the scheduling of events at the complex, field striping and any other maintenance related issues that arise. Monthly meetings will occur between February and September on a mutually agreed upon day and time for the season.

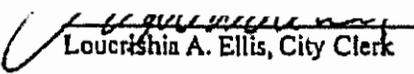
Section 4. Englewood Schools and the City of Englewood will share in the development of a synthetic field at the 7 – 12 Campus.

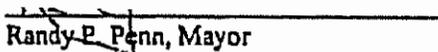
- City Council authorizes the City Manager or designee to apply for grants to help fund the construction of the new field.
- The School District will fund any additional costs beyond the grant amounts received by the City.
- The School District will maintain the field and will assume all costs related to maintenance.
- The City will schedule all activities on the site. Englewood Schools will continue to have first priority on usage. The City will receive second priority regarding usage.
- All revenues received from rental of the site will be deposited in a capital replacement fund account. This fund will be used strictly for replacement of the turf at the end of its life span.

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

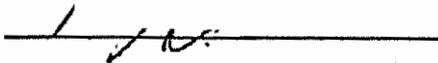
ATTEST

CITY OF ENGLEWOOD

  
Loucrishia A. Ellis, City Clerk

  
Randy P. Penn, Mayor

ARAPAHOE SCHOOL DISTRICT  
NO. 1





**Englewood Schools**

A Relentless Focus On Learning

**BRIAN K. EWERT**  
Superintendent of Schools

December 8, 2013

Arapahoe County Open Spaces  
6934 South Lima Street, Suite A  
Centennial, CO 80112

Dear ACOS Board:

I would like to thank you for your consideration of Englewood Schools and the City of Englewood for a \$250,000 open spaces grant that will assist us in building a new, synthetic turf practice field for our students and a space for the City and citizens of Englewood to use outside of school hours.

This field will fill a tremendous gap for our students and community as we recently transformed some of our multi-use practice space into a girls' softball field. In addition, it will improve the look and utility of a piece of land that has mostly been barren and unusable for quite some time.

Because of the importance of this field to our students and the community, the school district will provide any remaining funding necessary to transform the space that the grant will not cover, including all pre-design and architectural plans. In addition, the district will provide all necessary funds and/or labor for ongoing maintenance, including eventual replacement of the turf after such time has passed that it requires replacing.

Thank you again for your consideration as Englewood Schools and the City of Englewood further our partnership to better serve the youth and adults of this community.

Sincerely,

Brian Ewert  
Superintendent  
Englewood Schools



Englewood Schools

Brian Ewert  
Superintendent

*A Relentless Focus On Learning*

November 27, 2013

Duane Tucker  
4101 S. Bannock St.  
Englewood, CO 80110  
November 25, 2013

Arapahoe County Open Spaces  
6934 South Lima Street, Suite A  
Centennial, CO 80112

Dear ACOS Board:

On behalf of the Englewood Schools Board of Education, I would like to voice my support for a grant that would help the school district transform an unusable piece of land into a multi-use practice field for the schools and the community. This is by far the best use this piece of land could provide.

Having use of another quality practice field would ease the burden on our sports teams in finding practice space. We recently used the space on one of our fields to create a girls' softball facility. We are happy to offer a home field for our girls' softball, but changing the composition of the space eliminated many of the other uses the field previously provided.

Our football teams, marching band, lacrosse teams, soccer teams and PE classes would make great use of a high-quality, synthetic turf field available for their use. In addition, it would restore our facilities to the same amount of space we previously offered for community use before the addition of the softball field.

Thank you for your consideration of Englewood Schools for this grant.

Sincerely,

Duane Tucker  
President, Board of Education  
Englewood Schools

Brian K. Ewert • Superintendent of Schools

Roscoe L. Davidson Administration Building • 4101 S. Bannock St. • Englewood, CO 80110 • Phone: 303-761-7050 • Fax 303-806-2064

# Englewood Youth Sports Association

www.englewoodysa.com

November 19, 2013

Arapahoe County  
Open Space, Parks and Trails  
10730 E Briarwood Ave, Suite 100  
Centennial, CO 80112

Dear Board Members,

This letter is written on behalf of Englewood Youth Sports Association (EYSA), I am writing this letter to support a grant application for a turf field in conjunction with Englewood Parks and Recreation and Englewood Schools.

EYSA is non-profit, all volunteer organization that serves the youth of Englewood by providing competitive sports for boys and girls, second through eighth grade.

We support this request as we are continually looking for space to meet the needs of our youth athletes. Our organization is very fortunate to have a cooperative, working partnership with Englewood Parks and the Englewood School District. Both of these groups provide our organization with practice and playing fields for all our sporting events. They have the difficult task of scheduling both practice and game venues for a variety of groups which includes EYSA. The process in itself requires a dedicated effort on behalf of all the organizations to get adequate field availability in order to service everyone's needs. The demands for fields are very difficult to meet when youth and adult organizations as well as the schools are vying for the same fields. The addition of a turf field would certainly ease some of the problems we encounter, especially with inclement weather. When the weather prevents us from using the grass fields we only have one field to meet everyone's needs. An additional turf field would provide us with another option to fulfill the obligations of field availability. Turf facilities also reduce maintenance costs and help conserve water which is a real need in today's environment.

Having an additional playing field would certainly extend the athletic opportunities for children in our city. As a community we want to be able to offer as many programs as possible and this request would assist us in achieving that goal. Thank you for your consideration of our request.

Sincerely,  
Debbie Penn,  
Member at Large- Community Liaison  
Englewood Youth Sports Association



**Englewood High School Bands  
Englewood Leadership Academy Bands**

Phil Emery, Director  
3800 S. Logan Street  
Englewood, Colorado 80113  
(303) 806-2231  
philip\_emery@englewood.k12.co.us

November 25, 2013

To Whom It May Concern:

As an Englewood High School student involved in multiple activities that use our current turf field, I see obtaining grant money for a new synthetic turf to be an item of immense worth. I am involved in marching band, as well as soccer and lacrosse. Since all three of those activities and others often use the field at the same time, there is incessantly a space conflict.

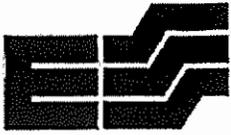
With the addition of a new field, various sports and activities can all have usage of a turf field without having to stress over being in the way of someone else. Sports could run practices that utilize the full field width and teams could still practice with another having a game.

Once we have EMS, EHS, and ELA on campus, P.E. classes could each use a separate turf and not have conflicts with each other. Now, on the other side of utilization is the fact that our current turf is fairly run-down. Over the years since it has been installed, a notable amount of wear and tear has naturally befallen it. There are patches throughout it where it is mashed down to the point that it is nearly worn through.

With a new field and renovated stadium, we could hold sporting events, band competitions, and anything of the like on a brand new field to match our beautiful new school. Having these activities here would mean more money for said activities, meaning they would not have to obtain so much using other means. I think a new field would pay for itself in no time both monetarily and academically.

Thanks you, , , ,

Tyler Hastings



# Englewood Schools

A Relentless Focus On Learning

January 17, 2014

Arapahoe County Open Space  
6934 South Lima St., Suite A  
Centennial, CO 80112

Dear, to whom it may concern,

It would benefit us to have a practice field because there can be more things going on at once. If we had another field there can be more after school activities going on at once. There could be the soccer players practicing on one field and the football players practicing on the other field. It would also benefit us because there would be more places where people could hang out during school and or after school. It could keep some kids out of trouble because they would have more places to be instead of doing something that they are not supposed to be. This would help our school out a lot because during the summer, there would be a place where sports teams and summer camps could practice. If we had two fields we could have more kids practice which would have more kids coming into our school system. We could have an amazing sports system because

we would have more time to practice and more places to practice. This could help our school in so many ways, we would be very grateful if you would give us this grant. This could make our high school a more safe and exciting place to be. I would use the field to work on my sports. If we got this practice field I would be so excited to go to high school and it would make me feel better coming to school as an athlete.

Sincerely,

Haley Ebert

Englewood Middle School 8th  
grade student.

**PART G – Budget**

**anna Synthetic Turf Field**      Name of City / District      **City of Englewood**

	<b>Date</b>	<b>County Grant Request</b>	<b>Cash Match</b>	<b>In-Kind Match</b>	<b>Total Project Funds</b>
Space	June 2014	\$250,000	n/a	n/a	\$250,000
	June 2014	n/a	\$25,000		\$25,000
	June 2014		\$382,000		\$382,000
					\$ other cash/in-kind
Project)	June 2014	- not from County grant -	\$65,700		\$65,700
Costs	June 2014	\$ 250,000	\$472,700	\$ Other match	\$722,700
	<b>Projected Date</b>	<b>From County Grant</b>	<b>Cash Match</b>	<b>In-Kind Match</b>	<b>Total Project Costs</b>
Fees	Jun – Aug 14		\$18,300		\$18,300
Controls	Jun - Aug 14		\$4,400		\$4,400
	June 2014		\$4,900		\$4,900
	Jun – Aug 14		\$500		\$500
	June 2014		\$85,500		\$85,500
	Jun – Aug 14		\$1,900		\$1,900
	June 2014		\$12,300		\$12,300
	July 2014		\$15,200		\$15,200
	August 2014	\$250,000	\$107,800		\$357,800
	August 2014		\$18,800		\$18,800
	July 2014		\$38,000		\$38,000
	August 2014		\$8,000		\$8,000
Don	July 2014		\$57,000		\$57,000
	June 2014		\$18,600		\$18,600
	Jun – Aug 14		\$1,500		\$1,500
	Jun – Aug 14		\$13,900		\$13,900
ing	install upon completion	minimum \$400 required budget expense line item	\$400		\$ 400 required budget expense

Costs		<b>\$250,000</b>	<b>\$407,000</b>		<b>\$657,000</b>
ject)		- not charged to County -	\$65,700		\$65,700
ency		<b>\$250,000</b>	<b>\$472,700</b>	<b>\$ total in-kind</b>	<b>\$722,700</b>

**RIGHT COLUMN** {Must equal grant request + cash match + in-kind match (= subtotal) + contingency} \$722,700

	Date: <u>January 16, 2014</u>
<u>BLANK</u>	Title: <u>Director of Parks &amp; Recreation</u>

**ARAPAHOE COUNTY, COLORADO  
AUTHORIZATION AGREEMENT  
FOR AUTOMATIC DEPOSITS (ACH CREDITS)**

I (we) hereby authorize Arapahoe County Government to initiate credit entries, and if necessary, reverse any incorrect ACH credit entries made in error to our bank account indicated below.

ENTITY NAME: \_\_\_\_\_

FEDERAL E.I.N. \_\_\_\_\_

ADDRESS:  
STREET \_\_\_\_\_

CITY, STATE, ZIP \_\_\_\_\_

DEPOSITORY NAME \_\_\_\_\_

ADDRESS:  
STREET \_\_\_\_\_

CITY, STATE, ZIP \_\_\_\_\_

DEPOSITORY TRANSIT NUMBER \_\_\_\_\_

DEPOSITORY ACCOUNT NUMBER \_\_\_\_\_

CHECKING

SAVINGS

This agreement is to remain in full force and effect until Arapahoe County Government has received written notification from the ENTITY of its termination in such time and manner to afford Arapahoe County Government and DEPOSITORY a reasonable opportunity to act on it. It is the responsibility of ENTITY to fill out a new agreement if the ENTITY changes banks or accounts.

Date \_\_\_\_\_ Phone \_\_\_\_\_ Email address \_\_\_\_\_

Authorized Signature \_\_\_\_\_

Title \_\_\_\_\_

Authorized Signature \_\_\_\_\_

Title \_\_\_\_\_

## COUNCIL COMMUNICATION

<b>Date:</b> July 7, 2014	<b>Agenda Item:</b> 9 a iv	<b>Subject:</b> Red Rocks Community College Affiliation Agreement to Permit Clinical Training
<b>Initiated By:</b> Fire Department		<b>Staff Source:</b> Andrew Marsh, Fire Chief

### COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

This is a renewal of an agreement that has been in place since 2011. City Council has approved this agreement by ordinance in the past.

### RECOMMENDED ACTION

Staff seeks City Council approval of an affiliation agreement with Red Rocks Community College to allow the Fire Department to provide clinical training to students of the College.

### BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

Red Rocks Community College (RRCC) provides training in emergency medical services, including a degree program in the field. As a part of that training, students are required to complete clinical experience supervised by a preceptor. The RRCC Dean of Instruction and the Assistant Professor of EMS selected our Fire Department as a clinical rotation site due to the volume of calls and the expertise of our preceptors.

### FINANCIAL IMPACT

None. The clinical training is provided by on-duty Fire Department personnel.

### LIST OF ATTACHMENTS

Bill for an Ordinance

BY AUTHORITY

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

COUNCIL BILL NO. 40  
INTRODUCED BY COUNCIL  
MEMBER \_\_\_\_\_

A BILL FOR

AN ORDINANCE AUTHORIZING THE INTERGOVERNMENTAL AGREEMENT ENTITLED "AFFILIATION AGREEMENT TO PERMIT CLINICAL TRAINING-ENGLEWOOD FIRE DEPARTMENT" BETWEEN THE STATE OF COLORADO AND THE CITY OF ENGLEWOOD, COLORADO.

WHEREAS, the Englewood City Council approved an affiliation agreement with Red Rocks Community College allowing the Englewood Fire Department to provide clinical training to Red Rocks Community College students with the passage of Ordinance No. 15, Series of 2011; and

WHEREAS, Red Rocks Community College provides training and a degree in emergency medical services; and

WHEREAS, as part of that training, students are required to complete clinical experience, supervised by a preceptor; and

WHEREAS, the Dean of Red Rocks Community College and the Assistant Professor of EMS approached the Englewood Fire Department requesting that their students be permitted to work with the Fire Department to gain some of that clinical experience due to the volume of calls and the expertise of the preceptors of the Englewood Fire Department;

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 "Affiliation Agreement to Permit Clinical Training-Englewood Fire Department" between the State of Colorado and the City of Englewood, Colorado, as attached hereto as Exhibit A.

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

Introduced, read in full, and passed on first reading on the 7th day of July, 2014.

Published by Title as a Bill for an Ordinance in the City's official newspaper on the 11<sup>th</sup> day of July, 2014.

Published as a Bill for an Ordinance on the City's official website beginning on the 9th day of July, 2014 for thirty (30) days.

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Randy P. Penn, Mayor

ATTEST:

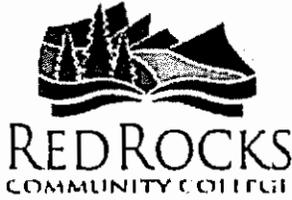
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Loucrishia A. Ellis, City Clerk

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 7th day of July, 2014.

---

Loucrishia A. Ellis



**AFFILIATION AGREEMENT TO PERMIT CLINICAL TRAINING  
Englewood Fire Department**

**THIS AFFILIATION AGREEMENT** by and between the State of Colorado, Department of Higher Education, by the State Board for Community Colleges and Occupational Education for the use and benefit of RED ROCKS COMMUNITY COLLEGE, located at 13300 West Sixth Avenue, Lakewood, CO 80228-1255 (hereinafter referred to as "RRCC"), and Englewood Fire Department, located at 3615 S Elati Street, Englewood, CO 80110 (hereinafter referred to as the "Institution").

**WHEREAS**, required approval, clearance and coordination has been accomplished from and with appropriate agencies; and

**WHEREAS** the Institution has the facilities to provide the necessary learning experiences desired,

**WHEREAS** the parties concur that it is to their mutual advantage and benefit that students enrolled at RRCC utilize the Institution during their Clinical experiences; and,

**WHEREAS** students and faculty of RRCC provide a source of stimulus and an example of excellent patient care,

**WITNESSETH**, that the Parties above-named, in consideration of the mutual promises contained herein and other good and valuable consideration, hereby agree as follows:

**THE CLINICAL SITE SHALL BE: Englewood Fire Department**

**TERMS AND CONDITIONS**

1. **Definitions.** The following definitions apply.
  - a. "Clinical" means a program of study as part of a RRCC course or degree requirement, conducted in cooperation with the Institution, whereby Clinical Students under the supervision of a preceptor receive experience and instruction in a professional setting.
  - b. "Preceptor" means that person employed or retained by either RRCC or the Institution to supervise the clinical experience.
  - c. "Clinical Student" means a person enrolled at RRCC who is to complete the Clinical. A clinical student includes, but is not limited to students enrolled in a Health Careers, Emergency Medical Services or Fire Science program such as Advanced Emergency Medical Technician, Diagnostic Medical Sonography,

Emergency Medical Technician, Medical Assisting, Nursing, Phlebotomy, Physician Assistant, and Radiologic Technology.

**2. Purpose.**

- a. As part of RRCC educational requirements or as required for the award of a degree or certificate in a particular area of study, students must complete a Clinical experience supervised by a preceptor.
- b. The Institution has facilities and professional staff appropriate for this Clinical.
- c. By entering into this Agreement, the parties hereto do not intend that any of the RRCC staff or any Clinical Student is to be an employee of the Institution's for any purpose, except that to the extent that the activities performed hereunder are subject to the provisions of the Healthcare Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Clinical Student shall be deemed a member of the Institution's workforce at all times while performing the Clinical duties and activities. RRCC staff and Clinical Students shall not act as the Institution's agents or representatives in any capacity, and shall not make any commitments on behalf of the Institution. The Parties hereto are not partners, agents nor principals of one another.

**3. Term.** This contract takes effect on the date signed by the College President. It shall renew annually for a maximum of three (3) consecutive years unless either Party gives written notice to the other Party ninety (90) days prior to the renewal date. This contract may be terminated at any time by mutual consent of the parties hereto in writing, and signed by the authorized representative of each Party. In the event that a notice to terminate is given by either Party, this Agreement shall continue in full force and effect so as to permit the completion of all Clinicals that began prior to the Contract End Date, and with respect to such Clinicals, all terms and conditions of this Agreement shall apply until the last such Clinical is completed.

**4. RRCC Obligations.**

- a. RRCC acknowledges its sole responsibility for the planning and execution of the educational program through its program personnel and community faculty.
- b. RRCC shall be responsible for academic administration, curriculum content and programming, Clinical Student recruitment, admission, promotion and graduation, maintenance of all Clinical records and reports, and final determination of all grades to be awarded to Clinical Students for Clinical participation.
- c. RRCC shall ensure that all Clinical Students have completed all applicable prerequisite courses and any other requirements necessary prior to Clinical placement.
- d. RRCC hereby agrees to apprise Clinical Students of the confidential nature of client information.
- e. RRCC will require Clinical Students to comply with rules and regulations of the Institution while present within the Institution;
- f. RRCC will assure that each Clinical Student and faculty member will maintain appropriate current immunizations and evidence of the absence of tuberculosis;

- g. RRCC will engage in cooperative planning with appropriate Institution personnel for the selection and assignment of student Clinical learning experiences;
- h. RRCC will inform Clinical Students of their responsibility to provide any transportation, meals, and lodging related to the Clinical rotation.
- i. RRCC will assure that Clinical Students will be responsible for their own medical care while within the Institution, although the Institution may be asked to render emergency care in appropriate and extraordinary circumstances;
- j. RRCC recognizes the authority of the Institution to refuse the use of its facilities to any Clinical Student who does not meet the standards of the Institution;

**5. The Institution's Obligations.**

- a. The Institution will provide for the orientation of Clinical Students at the Institution, and will make available to them all of the Institution's pertinent policies, rules and regulations;
- b. The Institution will allow access to the facilities of the Institution for the clinical training of Clinical Students, including the participation of the Clinical Students in the delivery of medical services under the supervision of assigned preceptors;
- c. The Institution shall have sole authority and control over all aspects of client services, including those activities wherein Clinical Students may be exposed to or interrelate with clients.
- d. The Institution shall, in consultation with appropriate RRCC faculty and the Preceptor, designate those clients to whom Clinical Students may be exposed for their Clinical experience. The Institution shall determine the dates of Clinical assignments for specific duties related to the Clinical rotations.
- e. The Institution, in its discretion, may at any time exclude from participation hereunder any Clinical whose performance is determined to be detrimental to the Institution's clients, who fails to comply with proper channels of communication or the Institution's established policies and procedures, or whose performance is otherwise unsatisfactory.
- f. The Institution will render emergency care to Clinical Students in appropriate and extraordinary circumstances, including the use of CDC-consistent guidelines after exposure to blood or bodily fluids.

**6. Both Parties agree that:**

- a. they will cooperate in the coordination of Clinical Students placement at the Institution;
- b. they will notify one another of any issues involving the safety of patients, staff, Clinical Students, or faculty;
- c. they will inform one another of changes in personnel, curriculum or the availability of learning opportunities at the earliest possible time;

- d. upon its request, the Institution shall enjoy representation on the curriculum committee and advisory board of the program;
- e. any preceptors who are employed by the Institution shall be given "Clinical Instructor" appointments within RRCC, but shall not receive financial compensation or workers' compensation coverage from RRCC as the result of their service;

**7. Liability and Insurance; Governmental Immunity.**

- a. RRCC, as an entity of the State of Colorado, is entitled to certain immunities under Colorado law, including the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101, et seq., and is self-insured as more fully set forth in Risk Management laws, C.R.S. §§ 24-30-1501, et seq. The parties agree that such insurance shall satisfy all insurance requirements of this Agreement except as otherwise specified herein.
- b. The Colorado Constitution prohibits the State of Colorado and RED ROCKS COMMUNITY COLLEGE from agreeing to indemnify any other party, public or private. In addition, the Colorado Governmental Immunity Act limits the tort liability of public entities and their employees and authorized volunteers acting in the course of authorized governmental undertakings. Any provision of this Agreement, whether or not incorporated herein by reference, shall be controlled, limited and otherwise so modified by statute. Parties to this Agreement should seek liability protection through their own insurance or otherwise.
- c. Workers' Compensation insurance coverage for Clinical Students participating under this Agreement shall be provided by RRCC.
- d. Clinical Student liability insurance shall be provided by RRCC in the amount of \$1,000,000 each incident or occurrence and \$3,000,000 in the aggregate.

**8. HIPAA Compliance.**

- a. The parties agree that to the extent required under the provisions of the Health Insurance Portability and Accountability Act (HIPAA) of 1996 as that act may be amended from time to time, and regulations promulgated hereunder, RRCC and Institution hereby assure they will appropriately safeguard protected health information (PHI) made available to or obtained pursuant to this Agreement. Without limiting obligations otherwise set forth in this Agreement or imposed by applicable law, the parties agree to comply with applicable requirements of law relating to PHI and shall:
  - Not use or further disclose PHI other than as permitted or required by this Agreement or as required by law;
  - Use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Agreement;
  - Report to both parties of this agreement, any use or disclosures of PHI not provided for by this Agreement of which s/he becomes aware;
  - Ensure that any subcontractors or agents to whom RRCC or Institution provides PHI agree to the same restrictions and conditions that apply to them with respect to PHI;
  - Make available PHI in accordance with applicable law;
  - Make available to the Secretary of the United States Health & Human Services, RRCC or Institution's internal practices, books, and records

relating to the use and disclosure of PHI received pursuant to this Agreement for purposes of determining compliance with applicable law;

- Provide information required to make an accounting of disclosures pursuant to applicable law;
- At the termination of this Agreement, return or destroy all PHI in any form received pursuant to this Agreement and retain no copies of the said PHI; and
- This Agreement may be amended from time to time, if and to the extent required by the provisions of HIPAA and the regulations promulgated there under, so that this Agreement is consistent therewith.

9. **Termination.** This Agreement may be terminated as follows:

- a. **For Convenience.** Either Party may terminate this Agreement for any reason by providing ninety (90) days written notice to the other Party of its intention to terminate, provided that Clinical Students shall be permitted to complete Clinicals that began prior to the termination notice.
- b. **For Default.** A Party will be considered in default of its obligations under this Agreement if such Party should fail to observe, to comply with, or to perform any term, condition, or covenant contained in this Contract and such failure continues for ten (10) days after the non-defaulting Party gives the defaulting Party written notice thereof. In the event of default, the non-defaulting Party, upon written notice to the defaulting Party, may terminate this Contract as of the date specified in the notice, and may seek such other and further relief as may be provided by law. To the extent reasonable, the Parties shall endeavor in good faith to prevent the early termination of any ongoing Clinical as a result of the termination of this Agreement under this section.

10. **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 and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person. It is the express intention of the parties that any person other than a party to this Agreement receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

11. **Jurisdiction and Venue.** This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in the County of Denver, State of Colorado.

12. **Assignment.** No assignment of this Agreement or the rights and obligations hereunder shall be valid without the prior written approval of the parties.

13. **Waiver.** The waiver by either Party of a breach or violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach of the same or other provision hereof.

14. **Anti-Discrimination.** The parties agree that in the performance of this Agreement, there will be no discrimination against Clinical Students, employees, or other persons related to race, color, sex, religion, creed, age, national origin, sexual orientation, or disability.

15. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and supersedes any previous contracts, understandings, or agreements of the parties, whether oral or written, concerning the subject matter of this Agreement.
16. **Amendment.** Any amendment to this Agreement must be in writing and must be signed by the parties.
17. **Notices and Representatives.** Each individual identified below is the principal representative of the designating Party. All notices required to be given hereunder shall be hand delivered with receipt required or sent by certified or registered mail to such Party's principal representative at the address set forth below. In addition to, but not in lieu of a hard-copy notice, notice also may be sent by e-mail to the e-mail addresses, if any, set forth below. Either Party may from time to time designate by written notice substitute addresses or persons to whom such notices shall be sent. Unless otherwise provided herein, all notices shall be effective upon receipt.

**RRCC:**

**Clinical Representative**  
Barbara Eagleman  
Clinical Site Coordinator  
Red Rocks Community College  
13300 W. 6<sup>th</sup> Ave., Box 34  
Lakewood, CO 80228  
303-914-6461

**Business Services**  
Lynn Beltran  
Coordinator of Purchasing I  
Red Rocks Community College  
13300 W. 6<sup>th</sup> Ave., Box 30  
Lakewood, CO 80228  
303-914-6344

**Institution Representative:**

Stephen Green  
Englewood Fire Department  
3615 S Elati Street  
Englewood, CO 80110  
303-762-2476  
303-762-2406 Fax

18. **Severability.** In the event that any provision of this Agreement is held unenforceable for any reason, the remaining provisions of this Agreement shall remain in full force and effect.
19. **Commencement.** This contract shall commence on the date signed by the College President.

**THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT**

\* Persons signing for Contractor hereby swear and affirm that they are authorized to act on Contractor's behalf and acknowledge that the State is relying on their representations to that effect.

<p align="center"><b>CONTRACTOR</b></p> <p>By: <u>Randy Penn</u></p> <p>Title: <u>Mayor</u></p> <p>_____</p> <p align="center">*Signature</p> <p>Date: _____</p>	<p align="center"><b>STATE OF COLORADO</b> <b>John W. Hickenlooper, GOVERNOR</b> State of Colorado, Department of Higher Education, State Board for Community Colleges and Occupational Education, for the use and benefit of Red Rocks Community College</p> <p>_____</p> <p align="center">By: C. Michele Haney, President</p> <p>Date: _____</p>
<p align="center">2nd Contractor Signature (if needed)</p> <p>By: _____</p> <p>Title: _____</p> <p>_____</p> <p align="center">*Signature</p> <p>Date: _____</p>	<p align="center"><b>LEGAL REVIEW</b> John W. Suthers, Attorney General <b>NOT REQUIRED FOR THIS CONTRACT</b></p> <p>By: _____</p> <p align="center">Signature - Assistant Attorney General</p> <p>Date: _____</p>

## COUNCIL COMMUNICATION

<b>Date</b> July 7, 2014	<b>Agenda Item</b> 9 a v	<b>Subject</b> Intergovernmental Agreement with Arapahoe County for Coordinated Election Services
<b>INITIATED BY</b> Election Commission/City Clerk's Office		<b>STAFF SOURCE</b> Frank Gryglewicz, Director of Finance and Administrative Services  Loucrishia A. Ellis, City Clerk/Election Commission Member

### COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

The City of Englewood has participated with Arapahoe County in conducting coordinated elections for every City of Englewood General Municipal Election since 1993.

### RECOMMENDED ACTION

Approve, by ordinance, an intergovernmental agreement between the City of Englewood and Arapahoe County for the November 4, 2014 Coordinated Election.

Because of State Legislation and the Taxpayer's Bill of Rights (TABOR) amendment approved by the voters in 1992, coordinated elections are to be conducted throughout the State by County Clerks. The County has the capability of coordinating this election and including the City of Englewood.

The Election Commission agrees that it is in the best interest of the electors of Englewood to conduct future elections jointly with the other political entities within the County. In order to participate in the 2014 Coordinated Election, the City of Englewood must enter into an intergovernmental agreement with Arapahoe County.

Staff has reviewed the proposed intergovernmental agreement and concurs with the Commission's recommendation.

### FINANCIAL IMPACT

Since costs are based on several variables, e.g. the number of registered electors in the City of Englewood at the time of the election, the number of ballot questions, the number of entities participating in the election, the financial impact is only an estimate. Based on the known facts, the cost of the 2014 Municipal Election has been budgeted at \$25,000.00.

### LIST OF ATTACHMENTS

Proposed bill for an ordinance

BY AUTHORITY

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

COUNCIL BILL NO. 42  
INTRODUCED BY COUNCIL  
MEMBER \_\_\_\_\_

A BILL FOR

AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE BOARD OF COMMISSIONERS OF ARAPAHOE COUNTY, COLORADO, BY AND THROUGH THE ARAPAHOE COUNTY CLERK AND RECORDER, AND THE CITY OF ENGLEWOOD, COLORADO, TO CONDUCT A COORDINATED ELECTION ON NOVEMBER 4, 2014.

WHEREAS, pursuant to the Uniform Election Code of 1992 (Articles 1 to 13 of Title 1, C.R.S.) as amended, governmental entities are encouraged to cooperate and consolidate elections in order to reduce taxpayer expenses; and

WHEREAS, the City of Englewood has participated with Arapahoe County in conducting coordinated elections since 1993; and

WHEREAS, Arapahoe County and the City of Englewood have determined that it is in the best interest of the taxpayers and the electors to conduct a Coordinated Election on November 4, 2014; and

WHEREAS, Arapahoe County and the City of Englewood desire to set forth their respective responsibilities for the Coordinated Election pursuant to the Intergovernmental Agreement.

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

Section 1. The Intergovernmental Agreement for Coordinated Election is attached hereto as "Exhibit A". The Intergovernmental Agreement for Coordinated Election is hereby accepted and approved by the Englewood City Council.

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

Introduced, read in full, and passed on first reading on the 7th day of July, 2014.

Published by Title as a Bill for an Ordinance in the City's official newspaper on the 11<sup>th</sup> day of July, 2014.

Published as a Bill for an Ordinance on the City's official website beginning on the 9th day of July, 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 7th day of July, 2014.

---

Loucrishia A. Ellis

**INTERGOVERNMENTAL AGREEMENT  
FOR GENERAL ELECTION  
ARAPAHOE COUNTY  
NOVEMBER 4, 2014  
(Coordinated Election)**

This Intergovernmental Agreement is entered into by and between the Board of County Commissioners of the County of Arapahoe, State of Colorado and the Arapahoe County Clerk and Recorder (hereinafter jointly referred to as the "County") and the City of Englewood (hereinafter referred to as the "Political Subdivision" and/or "jurisdiction").

WHEREAS, pursuant to the Uniform Election Code of 1992, (Articles 1 to 13 of Title 1, C.R.S.) as amended, governmental entities are encouraged to cooperate and consolidate elections in order to reduce taxpayer expenses; and

WHEREAS, the County and the Political Subdivision have determined that it is in the best interest of the taxpayers and the electors to conduct a General Election on November 4, 2014; and

WHEREAS, the Colorado Constitution, Article X, Section 20, ("TABOR") requires the production of a mailed notice ("TABOR Notice") concerning certain ballot issues and/or ballot questions that will be submitted to the electors of the County and the Political Subdivision; and

WHEREAS, the County and the Political Subdivision have determined that it is in the best interest of the taxpayers and the electors for the County to print the TABOR Notice for the November 4, 2014 election; and

WHEREAS, the TABOR Notices of several jurisdictions are to be sent as a package where jurisdictions overlap; and

WHEREAS, when appropriate there should be county-wide coordination of the production and mailing of the TABOR Notice package to effectuate the purposes of said constitutional section; and

WHEREAS, the County and the Political Subdivision desire to set forth their respective responsibilities for the General Election pursuant to this Intergovernmental Agreement.

NOW, THEREFORE, IT IS AGREED by the County and the Political Subdivision as follows:

1. **Coordinated Election:** The November 4, 2014 election shall be conducted as a Coordinated Election in accordance with the Uniform Election Code of 1992 (Articles 1-13 of Title 1, C.R.S.) ("Coordinated Election" or "Election"). The election participants shall be required to execute agreements with Arapahoe County for this purpose and may include municipalities, school districts and special districts within the Arapahoe County limits and the State of Colorado.
2. **Title 1:** The November 4, 2014 election shall be conducted by the County pursuant to and in accordance with Title 1 C.R.S.

3. **Election Officials:** The Arapahoe County Clerk and Recorder shall be designated as the Coordinated Election Official and the Political Subdivision hereby identifies the City Clerk as its Designated Election Official.
  
4. **County Clerk Duties:** The County shall perform the following tasks in relation to the Coordinated Election, to wit:
  - a. Negotiate an agreement for the printing of the official ballots.
  - b. Provide a copy of the ballot layout and the text of the official ballot to the Designated Election Official for proofreading prior to the authorizing of the printing of all ballots.
  - c. Provide a copy of the Political Subdivisions' legal boundaries as defined in the Arapahoe County Street List Locator no later than August 1, 2014.
  - d. Certify the complete, "as of" number of registered electors within the Arapahoe County portion of the Political Subdivision no later than October 03, 2014.
  - e. Deliver a proposed election plan to the Secretary of State no later than 90 days prior to the Election (August 6, 2014).
  - f. Provide mail ballots, affidavits, certificates, envelopes, instruction cards, replacement ballots, and other necessary supplies to eligible voters.
  - g. Appoint, compensate, instruct and oversee the Board of Canvassers.
  - h. Appoint, compensate, instruct and oversee the judges of the Election, including counting judges.
  - i. Publish and post the required legal notice pursuant to C.R.S. §1-7.5-107(2.5)(a)(I) no later than 20 days before the Election.
  - j. Publish and post the required legal notice pursuant to C.R.S. §1-5-205 that is published no later than 10 days prior to the Election for the jurisdiction's ballot issues, ballot questions and/or candidates.
  - k. Provide support on the date of the Election by telephone and in person, should the need arise, until counting of the ballots is completed.
  - l. Supervise delivery of ballots to judges, distribution, handling and counting of ballots and the survey of returns.
  - m. Provide unofficial results of the Election via [www.arapahoevotes.com](http://www.arapahoevotes.com).
  - n. Prior to tabulation of voted ballots, provide the participating jurisdiction test ballots of the jurisdiction's ballot style(s) to allow for testing of electronic vote-counting equipment.
  - o. Designate and operate Voter Service Polling Centers as required by and in conformance with Title 1.
  - p. Establish and maintain mail ballot drop-off locations as required by and in conformance with Title 1.
  - q. Maintain a list of names and precinct numbers of eligible electors together with the date on which the mail ballot was sent and the date on which the mail ballot was returned or cast.

- r. Maintain a list of actual voters from the Election, and upon request, generate a printed list of the persons who voted following the Election. The cost will be \$.005 (1/2 cent) per name.
  - s. Store all voted ballots for a minimum of 25 months after the Election, and all other materials required by law to be saved, in such a manner that they may be accessed by the participating jurisdiction, if necessary, to resolve any challenge or other legal questions that might arise regarding the Election.
  - t. Keep a careful and accurate accounting of time, supplies, printing costs and salaries attributable to the County's administration of the Election for the jurisdiction. The participating jurisdiction's proportional share of actual costs shall be based on County expenditures relative to the Election.
5. **Political Subdivision Duties:** The Political Subdivision shall perform the following tasks in relation to the Coordinated Election, to wit:
- a. Certify the candidates, if applicable, and the list of ballot issues and/or ballot questions on a portable data storage device or by email (with receipt confirmed by the County Election Department) in Microsoft Word format along with a paper copy no later than 4:00 p.m. on September 5, 2014. The ballot content must be certified in the order in which it will appear on the ballot. The jurisdiction shall be solely responsible for the accuracy of the information contained in the certificate. The certified list of candidates, ballot issues and/or ballot questions shall be final and the County will not be responsible for making any changes after certification.
  - b. Within one day of receipt, proofread the layout and the text of the jurisdiction's portion of the official ballots before authorizing the printing of all ballots.
  - c. Publish and post any required legal notices for the jurisdiction's candidates, ballot issues and/or ballot questions, other than the notice required by C.R.S. §§ 1-5-205 and 1-7.5-107(2.5)(a)(I) that is published no later than 10 days prior to the election. A copy of such published legal notice shall be submitted to the County for its records.
  - d. Prepare, hand-count and deliver to the County Clerk, the required test deck of ballots for testing the electronic vote counting equipment. Participate in logic and accuracy test, date to be determined.
  - e. Remit payment directly to Arapahoe County within 60 days of billing for its prorated share of **ALL COSTS** relating to the printing and mailing of ballots and all other election expenses described in Section 4.
  - f. Comply with the provisions of the Uniform Election Code of 1992 (Articles 1-13 of Title 1, C.R.S.), and the time guidelines schedule as attached hereto as these relate to the November 4, 2014 election. The Political Subdivision shall notify the County of any exception no later than 29 days prior to the Election.
  - g. The Political Subdivision shall defend and resolve at its sole expense all challenges relative to the candidates, ballot issues and/or ballot questions as certified to the County for inclusion in the November 4, 2014 Coordinated Election.
  - h. Submit to the County a map identifying the participating jurisdiction's boundaries no later than July 28, 2014.

- i. Certify to the County, no later than August 18, 2014, the Political Subdivision's legal boundaries from the Street List Locator provided to the Political Subdivision on August 1, 2014.
  - j. Obtain and deliver a certified copy of the property owners' list for the Political Subdivision, (if deemed applicable), that has been reviewed against the voter registration records in the office of the Arapahoe County Clerk and Recorder.
6. **TABOR:** If the Coordinated Election includes a ballot question and/or issue governed by Colorado Constitution, Article X, Section 20, ("TABOR"):
  - a. The County shall perform the following tasks in relation to the TABOR Notice:
    - i. Certify the complete number of registered electors and/or household addresses with one or more active registered voters, within the Arapahoe County portion of the Political Subdivision no later than October 03, 2014.
    - ii. Determine the "least cost" method for mailing the TABOR Notice package. Nothing herein shall preclude the County from sending the TABOR Notice or Notice package to persons other than electors of the Political Subdivision if such transmittal arises from the County's efforts to mail the TABOR Notice package at the "least cost."
    - iii. Include the text, and provide a proof as written and in the order submitted, in accordance with the TABOR requirements for the TABOR Notice. Coordinate and mail the TABOR Notice package in the time frame as required by law.
    - iv. Keep a careful and accurate accounting of time, supplies, printing costs and salaries attributable to the County's TABOR Notice services for the Political Subdivision. The Political Subdivision's proportional share of actual costs shall be based on the County's total expenditures relative to the 2014 TABOR Notice.
  - b. The Political Subdivision shall perform the following tasks in relation to the TABOR Notice:
    - i. Publish all required legal notices for the jurisdiction's ballot questions/ballot issues, other than the notice that is required by C.R.S. §1-5-205 that is published no later than 10 days before the election, which covers all pertinent information required by statute. A copy of such published legal notice shall be submitted to the County for its records.
    - ii. Comply with the provisions of the Uniform Election Code of 1992 (Articles 1-13 of Title 1, C.R.S.), and the time guidelines schedule, as these relate to the Election in the Political Subdivision, unless superseded by other legal authority.
    - iii. Receive petition representative's written summary of comments relating to ballot issues/ballot questions.
    - iv. The Political Subdivision shall certify a final and exact text and summary of comments concerning its ballot issues and/or ballot questions, along with the required fiscal information to the County, on portable data storage device or email (with receipt confirmed by the Election Department) in Microsoft Word and with a paper copy, no later than 4:00 p.m. on September 23, 2014 for inclusion in the TABOR Notice mailing as required by Section 20 of



**ARAPAHOE COUNTY BOARD OF COUNTY COMMISSIONERS**

\_\_\_\_\_  
**Nancy Doty, Chair**

\_\_\_\_\_  
Date

\_\_\_\_\_  
**Matt Crane, Coordinated Election Official**

\_\_\_\_\_  
Date

**JURISDICTION NAME: CITY OF ENGLEWOOD**

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

\_\_\_\_\_  
Date

## Coordinating Jurisdiction Calendar for November 4, 2014 General Election

Date	Event	Reference
17-July Thursday	Last day for write in candidate to file intent (110 days prior)	1-4-1102(1)
25-July Friday	Last day to notify county clerk of intent to participate in the General election	1-7-116(5) IGA Agreement
28-July Monday	Jurisdiction to provide copy of legal boundaries to County Clerk	IGA Agreement
1-August Friday	County Clerk to provide copy of legal boundaries to jurisdiction	IGA Agreement
18-August Monday	Jurisdiction to certify legal boundaries to County Clerk	IGA Agreement
26-August Tuesday	Last day to sign IGA	1-7-116(2)
5-September Friday	Coordinating jurisdictions to certify ballot content and order (60 days prior)	1-5-203(3)(a)
19-September Friday	Deadline for filing Tabor pro/con statements with DEO (Friday before the 45 <sup>th</sup> day before the election)	Art X, Sec. 20(3)(b)(v) 1-7-901(4)
20-Sep Saturday	UOCAVA ballot mailing deadline (45 days prior)	1-8.3-110(1) Rule 16
23-September Tuesday	Tabor notices filed with County Clerk (42 days prior)	1-7-904
1-Oct (Subject to Change) Wednesday	Public Test	Arapahoe County
3-October Friday	Last day to mail Tabor notices	Art. X, Sec. 20(3)(b)
14-October Tuesday	Last day to register to vote via Voter Registration Drives	1-2-201(3)(b)(I)
14-October Tuesday	Ballot drop off locations open & Mail Ballots Mailed	1-7.5-107(3)(a)(I)
15-October Wednesday	Notice of election to be published (20 days before)	1-7.5-107(2.5)(a)(I)
20-October Monday	Early Voting begins at Voter Service and Polling Centers	1-5-102.9(2)
27-October Monday	Last day to register to vote via Online submissions, Mail, and Agency forms in order to receive a mail ballot	1-2-201(3)(b)(III)
28-October Tuesday	Last day to apply for mail in ballot if mailed (7 <sup>th</sup> day prior)	1-7.5-116(3)
31-October Friday	Last day to request an in-person absentee ballot	1-7.5-116(3)
4-November Tuesday	Election Day	1-1-104(17) 1-4-201 Rule 7.8.1(b)
12-November Wednesday	Last day to receive UOCAVA ballots	1-8.3-113 Rule 16.1.6
12-November Wednesday	Last day to cure any signature and ID discrepancies	1-7.5-107(3.5)(d) 1-7.5-107.3(2)(a) 1-8.5-105(3)(a) Rule 7.6.2
21-November Friday	Deadline for Canvass Board and official abstract (17 <sup>th</sup> day after)	1-10-102(1) Rule 10

BY AUTHORITY

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

COUNCIL BILL NO. 34  
INTRODUCED BY COUNCIL  
MEMBER OLSON

AN ORDINANCE AUTHORIZING ACCEPTANCE OF A GRANT FROM THE STATE OF COLORADO, ECONOMIC DEVELOPMENT COMMISSION FOR FUND ADMINISTRATION ACTIVITIES FOR THE ARAPAHOE COUNTY ENTERPRISE ZONE.

WHEREAS, in 1990 the City of Englewood applied to the Colorado Department of Local Affairs and was granted, Enterprise Zone status for a majority of the industrially and commercially zoned property in the City of Englewood; and

WHEREAS, the City of Englewood is the administrator for the Arapahoe County Enterprise Zone for the cities of Sheridan, Littleton and Englewood; and

WHEREAS, this year the State of Colorado Economic Development Commission issued an unsolicited grant to the City of Englewood to reimburse the City for the administration of the Enterprise Zone

WHEREAS, the State Economic Development Commission has a grant program for administrative support of Enterprise Zones; and

WHEREAS, the Enterprise Zone is used in the City to initiate business retention business expansion and business attraction activities; and

WHEREAS, the Colorado State Economic Development Commission requires that the City provide matching funds to meet Grant requirements; and

WHEREAS, the Grant and related Agreement between the State of Colorado Economic Development Commission and the City of Englewood pledges \$16,300.00 in local matching funds to meet this obligation; and

WHEREAS, matching funds have been allocated in Community Development’s budget; and

WHEREAS, this Grant and the matching funds will be used for Enterprise Zone administrative activities and will reimburse the City of Englewood for staff time and expenditures.

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

Section 1. The State of Colorado, Economic Development Commission Colorado Purchase Order #PO EDA 14-176 for the Grant of \$16,300.00 to be used for Enterprise Zone Marketing and Administrative activities, attached hereto as Exhibit A, is hereby accepted.

Introduced, read in full, and passed on first reading on the 16th day of June, 2014.

Published by Title as a Bill for an Ordinance in the City's official newspaper on the 20<sup>th</sup> day of June, 2014.

Published as a Bill for an Ordinance on the City's official website beginning on the 18th day of June, 2014 for thirty (30) days.

Read by title and passed on final reading on the 7th day of July, 2014.

Published by title in the City's official newspaper as Ordinance No. \_\_\_\_, Series of 2014, on the 11th day of July, 2014.

Published by title on the City's official website beginning on the 9th day of July, 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

OFFICE OF ECONOMIC DEVELOPMENT AND INTERNATIONAL TRADE  Buyer: Frank Tamayo  Phone Number: 303-866-3141  Agency Contact: SONYA GURAM  Phone Number: 303-892-3840	Date: 3/26/14  <b>IMPORTANT</b> The PO# and Line# must appear on all invoices, packing slips, cartons and correspondence  ACC:		<b>PURCHASE ORDER</b> STATE OF COLORADO  P.O.# PO EDA 14-176  CMS# State Award# BID#
--	---	---	---

FEIN: 846000583      Phone  Vendor Contact: Nancy Fenton  Purchase Requisition #:	<b>Invoice in Triplicate To:</b> OFFICE OF ECONOMIC DEVELOPMENT AND INTERNATIONAL TRADE (OEDIT) 1625 BROADWAY, STE. 2700 DENVER, CO 80202 <b>Payment will be made by this agency</b>
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V e n d o r City of Englewood 1000 Englewood Pkwy Englewood, CO 80110	<b>Ship To:</b> OFFICE OF ECONOMIC DEVELOPMENT AND INTERNATIONAL TRADE (OEDIT) 1625 BROADWAY, STE. 2700 DENVER, CO 80202 <b>Delivery/Installation Date:</b> F.O.B. STATE PAYS NO FREIGHT
--	---

**INSTRUCTIONS TO VENDORS:**

1. If for any reason, delivery of this order is delayed beyond the delivery/installation date shown, please notify the agency contact named at the top left. (Right of cancellation is reserved in instances in which timely delivery is not made.)
2. All chemicals, equipment and materials must conform to the standards required by OSHA.
3. NOTE: Additional terms and conditions on reverse side.

**SPECIAL INSTRUCTIONS:**

LINE ITEM	COMMODITY/ITEM CODE	UNIT OF MEASUREMENT	QUANTITY	UNIT COST	TOTAL ITEM COST
001					\$16,300.00

**1. General Description**

This purchase order grants funds for local administration of the Enterprise Zone Program in calendar year 2014. Enterprise Zone administrative agencies are designated by the Economic Development Commission. This funding shall be applied to direct administrative costs for the Program including personnel, over-head, and Enterprise Zone marketing materials. A dollar-for-dollar match of the award by the Grantee for Program administration is required

**2. Definitions**

- A. "Economic Development Commission" means the body authorized under C.R.S. 24-46-102.
- B. "Enterprise Zone" and "EZ" means the Colorado Enterprise Zone program authorized under C.R.S. 39-30-101 to 112.
- C. "Grantee" is City of Englewood
- D. "Program" means the Enterprise Zone program

**3. Obligations**

- A. Grantee shall administer the Enterprise Zone Program locally, and may request reimbursement for direct administrative costs including personnel, over-head, and marketing materials.
- B. Administration includes at a minimum:
  - i. Pre-Certifying and Certifying all EZ tax credits using the State's systems and/or forms,

- ii. Acting as the local resource for questions and implementation of the Program,
- iii. Managing any authorized Contribution Projects as allowed by the Statutes, and
- iv. Reporting data to the State as required.

C. Grantee must expend an equal amount from local funds as the amount requested from OEDIT.

#### 4. Personnel

Grantee's performance hereunder shall be under the direct supervision of Nancy Fenton, an employee or agent of the Grantee, who is hereby designated as the responsible administrator of this Purchase Order.

#### 5. Payments and Budget

A. The Grantee will be reimbursed for actual costs up to a maximum amount of \$16,300.00 which OEDIT agrees to pay for completion of the Obligations outlined herein.

B. Grantee shall invoice OEDIT via a signed letter stating the total amount spent for Program Administration (half of which will be reimbursed under this Purchase Order. Grantee shall attach an accounting report to the letter identifying the direct Program administrative costs.

C. Grantee may submit invoices as frequently as quarterly, for expenses incurred during the calendar quarter, within 60 days following the quarter end-date. Otherwise, invoices may cover any combination of quarters in the calendar year, but must be submitted at least annually by 2/28/2015 for expenses incurred in calendar year 2014.

D. Grantee expenditures for Program administration from 1/1/2014 may be used to fulfill the required match for the award. Expenditures made following the date of the Purchase Order may be reimbursed by the State.

E. The State is prohibited by law from making commitments beyond the term of the State's current fiscal year. Therefore, Grantee's compensation beyond the State's current Fiscal Year is contingent upon the continuing availability of State appropriations as provided in the Colorado Special Provisions.

#### 6. Remedies

Should the Obligations outlined in 3 above not be fulfilled in full, OEDIT may withhold payment in full or in part as determined by OEDIT.

#### 7. Administrative Requirements - Accounting

A. Payee shall maintain properly segregated books to identify the work associated with this purchase order.

B. All receipts and expenditures associated with the work shall be documented in a detailed and specific manner.

C. Payee shall make and maintain accounting and financial books and records documenting its performance hereunder in a form consistent with good accounting practices.

**TOTAL \$16,300.00**

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THIS PO IS ISSUED IN ACCORDANCE WITH STATE AND FEDERAL REGULATIONS FOR THE STATE OF COLORADO

This PO is effective on the date signed by the authorized individual.

\_\_\_\_\_  
Authorized Signature

BY AUTHORITY

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

COUNCIL BILL NO. 35  
INTRODUCED BY COUNCIL  
MEMBER \_\_\_\_\_

AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT (IGA) ENTITLED "CONTRACT BY AND BETWEEN THE DENVER REGIONAL COUNCIL OF GOVERNMENTS (DRCOG) AND THE CITY OF ENGLEWOOD" FOR REIMBURSEMENT TO THE CITY OF ENGLEWOOD, COLORADO FOR THE COST OF 2014 TRAFFIC SIGNAL SYSTEM EQUIPMENT PURCHASE.

WHEREAS, the Englewood City Council previously approved Ordinances to enter into agreements with Denver Regional Council of Governments (DRCOG) to allow DRCOG to reimburse the City of Englewood for 2004, 2005, 2007, 2008, 2009 and 2010 miscellaneous traffic signal equipment purchases; and

WHEREAS, DRCOG received U.S. Department of Transportation Congestion Mitigation/Air Quality (CM/AQ) funds through the Colorado Department of Transportation (CDOT) to carry out traffic signal system improvements and purchases in the Denver metropolitan region; and

WHEREAS, the City of Englewood submitted an application to DRCOG for the 2014 Traffic Signal System Equipment Purchase Program; and

WHEREAS, DRCOG desires to contract with the City for the purchase of miscellaneous traffic signal equipment consistent with the Traffic Signal System Equipment Purchase Program; and

WHEREAS, DRCOG is responsible for monitoring and administering this federal program; and

WHEREAS, these funds are Colorado Department of Transportation (CDOT) pass-through of federal funds; and

WHEREAS, the passage of this Ordinance authorizes the intergovernmental agreement allowing DRCOG to reimburse the City of Englewood for the cost of traffic signal system equipment, which will be purchased by the City in 2014/2015, in an amount up to \$129,000;

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 authorizes an intergovernmental agreement (IGA) entitled "Contract by and Between the Denver Regional Council of Governments (DRCOG) and the City of Englewood" for reimbursement to the City of Englewood, Colorado for the cost of traffic signal system equipment, which will be purchased by the City in 2014/2015, in an amount up to \$129,000, a copy of which is attached hereto as Exhibit 1.

Section 2. Federal Department of Transportation funds are the source of these traffic mitigation funds.

Section 3. The Mayor is hereby authorized to sign and the City Clerk to attest said intergovernmental agreement (IGA) entitled "Contract by and Between the Denver Regional Council of Governments (DRCOG) and the City of Englewood" for and on behalf of the City of Englewood.

Introduced, read in full, and passed on first reading on the 16th day of June, 2014.

Published by Title as a Bill for an Ordinance in the City's official newspaper on the 20th day of June, 2014.

Published as a Bill for an Ordinance on the City's official website beginning on the 18th day of June, 2014.

Read by title and passed on final reading on the 7th day of July, 2014.

Published by title in the City's official newspaper as Ordinance No. \_\_\_\_, Series of 2014, on the 11th day of July, 2014.

Published by title on the City's official website beginning on the 9th day of July, 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

**CONTRACT BY AND BETWEEN THE  
DENVER REGIONAL COUNCIL OF GOVERNMENTS  
1290 Broadway, Suite 700  
Denver, Colorado 80203-5606  
("DRCOG")**

and

**CITY OF ENGLEWOOD  
Department of Public Works  
1000 Englewood Parkway  
Englewood, Colorado 80110-2373  
("CONTRACTOR")**

for

**2014 TRAFFIC SIGNAL SYSTEM EQUIPMENT PURCHASE**

Project Number: **543013**

Contract Number: **EX14006**

**RECITALS:**

A. DRCOG anticipates receiving U.S. Department of Transportation Congestion Mitigation/Air Quality (CM/AQ) funds through the Colorado Department of Transportation (CDOT), to carry out traffic signal system improvements and purchases in the Denver metropolitan region.

B. Upon issuance of a Notice to Proceed from DRCOG to Contractor, authority will exist in the law and funds will have been budgeted, appropriated, and otherwise made available and a sufficient unencumbered balance thereof will remain available for payment.

C. DRCOG desires to engage the Contractor for the purchase of miscellaneous traffic signal equipment consistent with the adopted Traffic Signal System Improvement Program further described in this contract and Exhibit A, conditioned upon funds being made available to DRCOG for such purposes and issuance of a Notice to Proceed to Contractor.

D. The Contractor agrees to comply with all applicable provisions of the contract between DRCOG and CDOT, which are incorporated herein by reference and made a part of this contract as if fully set forth and a copy of which contract shall be provided to Contractor in the monitoring and administration of this contract.

NOW, THEREFORE, it is hereby agreed that:

**1. PURCHASE OF THE EQUIPMENT**

a. General Requirements. The Contractor shall administer and purchase the equipment that is described in the attached Exhibit A (the "Project"), which is made a part of this contract, in accordance with Title 49, Parts 18 and 19, as appropriate, of the Code of Federal Regulations regarding uniform administrative requirements for state and local governments and other non-profit organizations.

- b. Submissions of Proceedings, Contract, and Other Documents. The Contractor shall submit to DRCOG all data, reports, records, contracts, and other documents collected and developed by the Contractor relating to the Project as DRCOG may require. The Contractor shall retain intact, for three years following project closeout, all contract documents, financial records, and supporting documents.
- c. Award of Contract. This contract is awarded to the Contractor based upon the Contractor's Project application, which provides that the Contractor be responsible for all expenses associated with acquiring, installing, operating and maintaining the equipment, excluding the actual purchase cost of the equipment. Contractor agrees that Contractor costs for staff and subcontractors will not be reimbursable as part of this contract.
- d. No DRCOG Obligations to Third Parties. DRCOG shall not be subject to any obligations or liabilities to any person not a party to this contract in connection with the performance of this Project pursuant to the provisions of this contract without its specific written consent. Neither the concurrence in, nor approval of, the award of any contract or subcontract or the solicitation thereof nor any other act performed by DRCOG under this contract constitutes such consent.

## **2. ACCOUNTING RECORDS**

- a. Accounts. The Contractor shall establish and maintain as a separate set of accounts, or as an integral part of its current accounting scheme, accounts for the equipment purchases to assure that funds are expended and accounted for in a manner consistent with the requirements of this contract, the contract between DRCOG and CDOT and all applicable federal and state laws, and their implementing regulations.
- b. Funds Received or Made Available. The Contractor shall appropriately record in the account all reimbursement payments received by it from DRCOG pursuant to this contract.
- c. Allowable Costs. Expenditures made by the Contractor shall be reimbursable as allowable costs to the extent they meet all of the requirements set forth below. Such expenditures must:
  - 1) Not be incurred and are not allowable prior to DRCOG's issuance of a Notice to Proceed to Contractor as described in Section 4 of this contract.
  - 2) Be made in conformance with the description, budget, and all other provisions of this contract.
  - 3) Be necessary for the accomplishment of this contract, and reasonable in the amount of goods and services provided.
  - 4) Be actual net costs to the Contractor (i.e., price paid minus any refunds, rebates, or other items of value received by Contractor that have the effect of reducing the cost actually incurred).
  - 5) Be incurred for equipment purchased only as described in Exhibit A, after the date of this contract.

- 6) Be treated uniformly and consistently under generally accepted accounting principles.
  - 7) Be in conformance with the standards for allowability of costs set forth in Office of Management and Budget Circulars No. A-122 or A-87, as appropriate, regarding cost principles for nonprofit organizations and state and local governments.
- d. Documentation of Costs. Invoices, contracts, and/or vouchers detailing the nature of the charges shall support all equipment purchase costs charged to this contract.
  - e. Checks, Orders, and Vouchers. Any check or order drawn up by the Contractor with respect to any item which is or will be chargeable against this contract will be drawn only in accordance with a properly signed voucher then on file in the office of the Contractor, which will detail the purpose for which said check or order is drawn. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the Project shall be clearly identified, readily accessible, and, to the extent feasible, kept separate and apart from all other such documents.
  - f. Audits and Inspections. At any time during normal business hours and as often as DRCOG, CDOT and U.S. Department of Transportation (hereinafter, "USDOT"), and/or the Comptroller General of the United States may deem necessary, there shall be made available to DRCOG, CDOT, USDOT and/or the Comptroller General, or any of their duly authorized representatives, for examination, all books, documents, papers, and records, whether in electronic, digital, hard-copy or other form, with respect to all matters covered by this contract and the Contractor will permit DRCOG, CDOT, USDOT, and/or representatives of the Comptroller General to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this contract.

### **3. TIME OF PERFORMANCE**

This contract shall commence upon execution and shall expire June 30, 2015. No work shall commence until execution of a Notice to Proceed, as described herein.

### **4. NOTICE TO PROCEED**

Contractor shall not commence the Project or any portion thereof until it receives from DRCOG a written Notice to Proceed, an example of which is attached hereto and incorporated herein as Exhibit B, and which may be transmitted to Contractor by electronic mail. The Notice to Proceed shall include the starting and completion dates for the Project and any other relevant information, and Contractor shall complete the Project within the period specified in the Notice to Proceed and in conformance with this contract unless the period or terms thereof are extended by written amendment. DRCOG shall not be liable to pay or reimburse Contractor for performance of the Project or any portion thereof until DRCOG issues a Notice to Proceed to Contractor. If the funding for this contract is not appropriated, or otherwise becomes unavailable, DRCOG may immediately terminate this contract as provided herein.

## 5. COST OF EQUIPMENT PURCHASES

The cost for equipment purchases in which federal funds are participating shall not exceed One Hundred Twenty-Nine Thousand Dollars (\$129,000.00) as described in the attached Exhibit A. No equipment shall be purchased until a Notice to Proceed has been executed in accordance with Section 4 of this contract, and costs shall be reimbursed only in accordance with Section 2.c of this contract.

The Contractor agrees to provide all installation, operation and maintenance of the purchased equipment at its expense.

## 6. REQUEST FOR PAYMENT BY THE CONTRACTOR

a. Award. Upon execution of a Notice to Proceed, DRCOG shall reimburse the Contractor for the purchase of traffic signal equipment as described in the attached Exhibit A and only in accordance with Sections 2.c, 4, 5 and 6.c herein.

b. Requests for reimbursement shall be addressed to:

Denver Regional Council of Governments  
Attention: Accounts Payable  
1290 Broadway, Ste. 700  
Denver, CO 80203

c. Payment. Payment shall be made on the following basis: After receipt of the equipment, the Contractor shall immediately initiate installation of equipment. After the Contractor has installed the equipment and the equipment is operating as intended, the Contractor shall submit to the address in the above section 6.b. both the invoice for reimbursement and a certification that the equipment has been installed and the equipment is operating as intended. DRCOG reserves the right to field-verify the equipment and its operation. Upon receipt of the required materials, DRCOG will incorporate the invoice into its next bill to CDOT. Upon receipt by DRCOG of payment from CDOT, DRCOG will reimburse the Contractor for the amount of allowable costs of the Contractor's invoice.

## 7. NOTICE AND REPRESENTATIVE

Each individual identified below is the principal representative of the designating party. All notices required to be given hereunder shall be delivered electronically to such party's principal representative at the email set forth below. Either party may from time to time designate substitute addresses or person to whom such notices shall be sent. Unless otherwise provided herein, all notice shall be effective upon receipt.

a. DRCOG's Representative:

Greg MacKinnon  
Project Manager  
DRCOG  
1290 Broadway, Ste. 700  
Denver, CO 80203  
(303) 480-5633

b. Contractor's Representative:

Ladd Vostry  
Project Manager  
City of Englewood  
1000 Englewood Parkway  
Englewood, CO 80110-2373  
303-762-2511

## 8. PERSONNEL

The Contractor represents it will provide and secure the personnel required in installing, maintaining and operating the equipment listed in Exhibit A. All of the services required hereunder will be performed by the Contractor or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services. Such personnel shall not be employees of or have any contractual relationship with DRCOG. Any subcontracts entered into by the Contractor associated with this Contract shall include a statement that the parties to the subcontract understand that DRCOG is not obligated or liable in any manner to the subcontractor or for the performance by the Contractor of its obligations under the subcontract.

## 9. TERMINATION

- a. Funds not Available. The parties expressly recognize that the Contractor is to be paid, reimbursed or otherwise compensated with federal and/or state funds which are available to DRCOG for the Project. In the event that CM/AQ funds are not made available to DRCOG per Recital A, this contract shall terminate immediately. Contractor expressly understands and agrees that all of its rights, demands and claims to compensation arising under this contract are contingent upon availability of such funds to DRCOG.
- b. Termination for Mutual Convenience. The parties may, with the concurrence of CDOT, terminate this contract if both parties agree that the equipment purchases specified in Exhibit A would not produce beneficial results.
- c. Termination of Contract for Cause. If through any cause, excluding force majeure, the Contractor shall fail to fulfill in timely and proper manner its obligations under this contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this contract, and has not corrected such breach within ten days of being given notice by DRCOG, DRCOG shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination for cause, which shall be effective upon receipt of the written notice.

In that event, DRCOG shall not be required to reimburse the Contractor for any equipment purchases not yet billed to CDOT, and Contractor shall be obligated to return any payments previously received under the provisions of this contract. Notwithstanding the above, the Contractor shall not be relieved of liability to DRCOG for any damages sustained by DRCOG by virtue of any breach of the contract by the Contractor.

- d. Termination for the Convenience of DRCOG. DRCOG may terminate this contract at any time by giving written notice to the Contractor of such termination, which shall be effective upon receipt of the written notice. If the contract is terminated by DRCOG as provided herein, the Contractor shall be entitled to receive compensation for any

equipment purchases made prior to the effective date of such termination, subject to field verifications being completed to the satisfaction of DRCOG.

## **10. EQUAL EMPLOYMENT OPPORTUNITY**

During the performance of this contract, the Contractor agrees to comply with all federal and state laws, rule, regulations, and orders regarding equal employment opportunity, including Executive Order 11256, "Equal Employment Opportunity," as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

## **11. DISADVANTAGED BUSINESS ENTERPRISE**

- a. Policy. In accordance with the regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26, DRCOG will ensure that DBEs have an equal opportunity to participate in the performance of contracts and subcontracts receiving DOT funding assistance. Consequently, the DBE requirements of 49 CFR, Part 26 apply to this agreement.
- b. DBE Obligation. The Contractor and its subcontractors agree to ensure that DBEs as determined by the Colorado Unified Certification Program have the maximum opportunity to participate in the performance of contracts and subcontracts receiving DOT funding assistance provided under this agreement. In this regard, the Contractor and subcontractors shall take all necessary and reasonable steps in accordance with this policy to ensure that DBEs have the maximum opportunity to compete for and perform contracts. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as DRCOG deems appropriate.

## **12. INTEREST OF MEMBERS OF DRCOG AND OTHERS**

No officer, member, or employee of DRCOG and no members of its governing body, and no other public official of the governing body of the locality or localities in which the Project is situated or being carried out who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this Project, shall participate in any decision relating to this contract which affects his personal interest or the interest of any corporation, partnership, or association in which he is directly or indirectly interested or have any personal or pecuniary interest, direct or indirect, in this contract or the proceeds thereof.

## **13. INTEREST OF THE CONTRACTOR**

No officer, member, employee or agent of the Contractor or any other person who is authorized to exercise any functions or responsibilities in connection with the negotiating, review or approval of the undertaking or carrying out of any segment of the program contemplated by this contract shall have any financial or other personal interest, direct or indirect, in this contract or any subcontract thereunder, or in any real or personal property

acquired therefore. Any person who shall involuntarily acquire any such incompatible or conflicting personal interest shall immediately disclose his/her interest to DRCOG in writing. Thereafter (s)he shall not participate in any action affecting the program under this contract unless DRCOG shall have determined that, in light of the personal interest disclosed, the participation in such action would not be contrary to the public interest.

#### **14. INDEMNIFICATION**

The Contractor is an independent contractor and not an employee of DRCOG. As an independent contractor, the Contractor is not entitled to workers' compensation benefits except as may be provided by the Contractor nor to unemployment insurance benefits unless unemployment compensation coverage is provided by the Contractor or some other entity. The Contractor is obligated to pay all applicable federal and state income tax on any moneys earned or paid pursuant to this contract relationship. The parties agree that the Contractor is free from the direction and control of DRCOG except such control as may be required by any state or federal statute or regulation, and that DRCOG does not require the Contractor to work exclusively for DRCOG; does not establish a quality standard for the Contractor; does not provide training, or does not provide tools or benefits of performance by the Contractor except through a completion schedule.

To the extent allowable by law, the Contractor shall indemnify, save and hold harmless DRCOG, its officers, employees and agents, against any and all claims, damages, liability and court awards, including all costs, expenses, and attorney fees incurred as a result of any negligent act or omission of the Contractor, or its employees, agents, subcontractors or assignees related to this contract. The Contractor shall include language similar to the foregoing in any subcontract associated with this Contract, stating that the subcontractor agrees to indemnify, save and hold harmless DRCOG for negligent acts or omissions of the subcontractor, its employees, agents, subcontractors, and assignees.

The Contractor, as a "public entity" within the meaning of the Colorado Governmental Immunity Act, CRS §24-10-101, et seq., as amended (the "GIA"), shall maintain at all times during the term of this contract such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA. The Contractor shall show proof of such insurance satisfactory to DRCOG and CDOT, if requested by DRCOG or CDOT.

#### **15. FEDERAL REQUIREMENTS**

The Contractor shall at all times during the execution of this contract strictly adhere to, and comply with, all applicable federal and state laws, and their implementing regulations, as they currently exist and may hereafter be amended, which are incorporated herein by this reference as terms and conditions of this contract. The Contractor shall also require compliance with these statutes and regulations in subcontract agreements associated with this contract.

The Contractor agrees to abide by and follow all applicable federal and state guidelines when expending any funds resulting from this contract. This includes, but is not limited to, the Procurement Standards set forth in Subpart C of OMB Circular A-110 and the applicable provisions of the Federal Acquisition Regulation ("FAR"), together with any additions or supplements thereto promulgated by the Funding Agency. Current regulations can be found at <http://www.acquisition.gov/far/>.

In addition, Contractor shall comply with all federal laws and regulations as may be applicable to the Project, a list of which is set out in the contract between DRCOG and CDOT and which list includes, without limitation, the following:

- a. Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60) (all construction contracts awarded in excess of \$10,000 by grantees and their contractors or subgrantees).
- b. The Copeland "Anti-Kickback" Act (18 U.S. C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3)(all contracts and subgrants for construction or repair).
- c. The Davis-Bacon Act (40 U.S.C. 276a to a-7) as supplemented by Department of Labor regulations (29 CFR Part 5)(Construction contracts in excess of \$2,000 awarded by grantees and subgrantees when required by Federal grant program legislation. This Act requires that all laborers and mechanics employed by contractors or sub-contractors to work on construction projects financed by federal assistance must be paid wages not less than those established for the locality of the project by the Secretary of Labor).
- d. Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). (Construction contracts awarded by grantees and subgrantees in excess of \$2,000, and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers).
- e. Standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15) (contracts, subcontracts, and subgrants of amounts in excess of \$100,000).
- f. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

TO THE EXTENT ALLOWABLE BY LAW, the Contractor agrees to indemnify, save and hold harmless, DRCOG, its officers, employees, agents, subcontractors, and assignees should any applicable regulations not be followed.

## **16. CHANGES**

This contract is subject to such modifications as may be required by changes in federal or state law, or their implementing regulations. Any such required modification shall automatically be incorporated into and be part of this contract on the effective date of such change as if fully set forth herein. Except as provided above, no modification of this contract shall be effective unless agreed to in writing by both parties in an amendment to this contract that is properly executed and approved in accordance with applicable law.

## **17. GENERAL**

This contract represents the entire agreement between the Contractor and DRCOG, replacing and superseding any previous contract, oral or written, which may have existed between the parties relating to the matters set forth herein. To the extent that this contract

may be executed and performance of the obligations of the parties may be accomplished within the intent of the contract, the terms of this contract 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 term or provision hereof.

The waiver of any breach of a term, provision, or requirement of this contract shall not be construed or deemed as a waiver of any subsequent breach of such term, provision, or requirement, or of any other term, provision or requirement.

Notwithstanding anything herein to the contrary, the parties understand and agree that all terms and conditions of this contract and the exhibits and attachments hereto which may require continued performance, compliance or effect beyond the termination date of the contract shall survive such termination date and shall be enforceable by DRCOG as provided herein in the event of such failure to perform or comply by Contractor.

## **18. CERTIFICATION FOR FEDERAL-AID CONTRACTS**

For contracts that exceed \$100,000, Contractor, by signing this contract, certifies to the best of its knowledge and belief:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or Member of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor also agrees that it shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

## **19. DEBARMENT**

By signing this contract, the Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency.

**20. AUTHORITY**

The undersigned signatories of Contractor represent that they have been duly authorized to execute this Agreement, have full power and authority to bind Contractor to the terms and conditions hereof, and certify that their signatures below, whether handwritten, electronic, or digital, are their own. Contractor further understand and agrees that no further certification authority or third party verification is necessary to validate any electronic or digital 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 contract on the \_\_\_\_\_ day of \_\_\_\_\_, 2014 and acknowledge that the signatures hereon, whether handwritten, typed, electronic, or digital or submitted by facsimile or electronic mail, are sufficient and legally binding.

**DENVER REGIONAL COUNCIL  
OF GOVERNMENTS**

**CITY OF ENGLEWOOD**

By: \_\_\_\_\_  
Jennifer Schaufele  
Executive Director

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

ATTEST:

ATTEST:

By: \_\_\_\_\_  
Roxie Ronsen  
Administrative Officer

By: \_\_\_\_\_  
Print: ~~Loucrishia A. Ellis~~  
Title: ~~City Clerk~~

**EXHIBIT A  
DRCOG SIGNAL EQUIPMENT PURCHASE  
SCOPE OF SERVICES**

The City of Englewood will purchase an upgraded traffic signal control system. The equipment to be purchased and the locations for deployment consist of:

Location	Equipment	Estimated Cost
Citywide	Upgraded traffic signal control system (x1)	
<b>Total Estimated Cost</b>		<b>\$129,000</b>

**Project Schedule**

Anticipated notice to proceed	July 1, 2014
Procurement Complete and Equipment Delivered	December 31, 2014
Installation Complete and Invoicing Submitted	June 30, 2015

**EXHIBIT B  
DRCOG SIGNAL EQUIPMENT PURCHASE  
SAMPLE NOTICE TO PROCEED**

For Contract No. \_\_\_\_\_

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

DRCOG Project No.: \_\_\_\_\_

TO:           CONSULTANT  
              ADDRESS  
              CITY, STATE ZIP

FROM: Greg MacKinnon, Project Manager, DRCOG

Dear \_\_\_\_\_,

In accordance with Contract No. \_\_\_\_\_ between the Denver Regional Council of Governments and contractor's name ("Contractor"), this letter serves as your notice to proceed with the purchase of the traffic signal systems equipment as described in the attached Exhibit A (the "Project").

The maximum amount payable by DRCOG for the equipment purchase will be \$\_\_\_\_\_.

The Contractor will complete the Project by \_\_\_\_\_.

This Notice to Proceed is executed pursuant to the original contract. The parties agree that the Project shall be performed according to the standards, procedures, and terms set forth in the contract. In the event of any conflict or inconsistency between this Notice to Proceed and the contract, such conflict or inconsistency shall be resolved by reference to these documents in the following order: contract, contract amendments, exhibits to the contract, notice to proceed letter, exhibits to the aforementioned.

Attached hereto is a copy of the contract between DRCOG and CDOT, which is incorporated herein and made a part of the contract.

This Notice to Proceed is effective as of this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, which also serves as the start date for the Project.

DENVER REGIONAL COUNCIL OF GOVERNMENTS

By: \_\_\_\_\_  
      Doug Rex  
      Director, Transportation Planning & Operations

BY AUTHORITY

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

COUNCIL BILL NO. 36  
INTRODUCED BY COUNCIL  
MEMBER OLSON

AN ORDINANCE AMENDING TITLE 5, CHAPTER 15, SECTION 4, SUBSECTION G, ENTITLED PAWNBROKERS AND SECOND HAND DEALERS; TITLE 5, CHAPTER 16, SECTION 4, SUBSECTION G, ENTITLED AUTOMOBILE PAWNBROKERS; AND TITLE 5, CHAPTER 23 ENTITLED PURCHASER OF VALUABLE ARTICLES, OF THE ENGLEWOOD MUNICIPAL CODE 2000.

WHEREAS, the City is authorized to license and regulate pawnbrokers, auto pawnbrokers, and purchasers of valuable articles by 31-15-40(1)(n) and 31-15-501 et. seq. C.R.S.; and

WHEREAS, pawnbrokers, second hand dealers and purchasers of valuable articles are required to provide information regarding transactions to the Englewood Police Department; and

WHEREAS, historically this information has been delivered on a weekly basis on paper pawn tickets or reports; and

WHEREAS, as a convenience to both the high volume licenses as well as the Englewood Police Department, the Englewood Police Department has provided a means for the larger pawnbrokers to submit this information electronically; and

WHEREAS, as part of the electronic system, web cameras are provided to the pawnbrokers to capture the image of the customer making the transaction; and

WHEREAS, currently the four major pawnshops in Englewood have voluntarily complied with the Englewood Police Departments request to participate in this program, however, compliance in submitting photographs has been sporadic; and

WHEREAS, electronic submission of the transaction information also allows electronic transmission to Colorado Crime Information Center (CCIC) and National Crime Information Center (NCIC) by this system; and

WHEREAS, the use of the electronic system greatly enhances the ability of the Englewood Police Department to investigate property crimes and burglaries; and

WHEREAS, with electronic submission detectives can see the transactions within 24 hours rather than the two to three weeks for paper pawn tickets and receipts for purchases of valuable articles.

WHEREAS, the amendment of regulations for purchasers of valuable articles license holders will create consistency in the reporting process for all similar licenses.

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 5, Chapter 15, Section 4, Subsection G, entitled *Required Acts* of the Englewood Municipal Code 2000, to read as follows:

**5-15: PAWNBROKERS AND SECONDHAND DEALERS.**

**5-15-4: Special Conditions and Restrictions of the License.**

In addition to the requirements in Chapter 1 of this Title, the following special conditions or restrictions apply:

[EDITORS NOTE: Title 5, Chapter 15, Section 4, Subsections A through F contain no changes and are therefore not included here.]

G. Required Acts:

1. A pawnbroker or secondhand dealer shall keep a numerical register in which shall be recorded the following information: the name, address, and date of birth of the customer; the customer's driver's license number or other identification number from any other form of identification which is allowed for sale of valuable articles pursuant to Colorado Revised Statutes or this Code, or for the pawning or sale of secondhand property pursuant to Colorado Revised Statutes or this Code; the date, time and place of the contract for purchase or purchase transaction; and an accurate and detailed account and description of each item of tangible personal property, including, but not limited to, any trademark, identification number, serial number, model number, brand name, or other identifying marks on such property. The pawnbroker shall also obtain a written declaration of the customer's ownership which shall state that each piece of tangible personal property is totally owned by the customer, or shall have attached to such declaration a power of sale from the partial owner to the customer, how long the customer has owned each piece of property, whether the customer or someone else found the property, and, if the property was found, the details of the finding.
2. If the contract for purchase or other purchase transaction involves more than one item, each item shall be recorded on the pawnbroker's or secondhand dealer's register and on the customer's declaration of ownership.
3. The customer shall sign his or her name in such register and on the declaration of ownership and receive a copy of the contract of purchase or a receipt for the purchase transaction.
4. The customer shall affix a right index fingerprint to the declaration of ownership.
5. The customer shall affix an electronic photo to the declaration of ownership.
- 5 6. Such register shall be made available to any local law enforcement agency for inspection at any reasonable time.

- ~~6~~ 7. The pawnbroker or secondhand dealer shall keep each register for at least three (3) years after the date of the last transaction entered in the register.
- ~~7~~ 8. A pawnbroker shall hold all contracted goods within his/her jurisdiction for a period of ten (10) days following the maturity date of the contract for purchase, during which time such goods shall be held separate and apart from any other tangible personal property, and shall not be changed in form or altered in any way.
- ~~8~~ 9. A pawnbroker shall hold all property purchased by him/her through a purchase transaction for thirty (30) days following the date of purchase, during which time such property shall be held separate and apart from any other tangible personal property, and shall not be changed in form or altered in any way.
- ~~9~~ 10. Every pawnbroker shall provide the local law enforcement agency, on a weekly basis, with two (2) copies of the records, on a form to be provided or approved by the local law enforcement agency of all tangible personal property accepted during the preceding week and one copy of the customer's declaration of ownership form. The form shall contain the same information required to be recorded in the pawnbroker's register pursuant to this Section. The local law enforcement agency shall designate the date day of the week on which the records and declarations shall be submitted. In addition, if a pawnbroker has over fifty (50) transactions a week, an electronic record of the transaction including a photo of the customer shall be submitted daily.
- ~~10~~ 11. Every pawnbroker shall clear, through the City, prior to release, all firearms, other than those which are newly manufactured and which have not been previously sold at retail.
- ~~11~~ 12. Every pawnbroker shall pay a fee for every transaction form submitted to the City. This fee is imposed to offset the cost of administering this license. This fee shall be determined by the City and set by resolution.
- ~~12~~ 13. Every pawnbroker shall, at his/her expense, keep records or provide reports in such manner and by such methods as may be determined from time to time by the Licensing Officer.

[EDITORS NOTE: Title 5, Chapter 15, Section 4, Subsections H through K contain no changes and are therefore not included here.]

Section 2. The City Council of the City of Englewood, Colorado hereby authorizes amending Title 5, Chapter 16, Section 4, Subsection G, entitled *Automobile Pawnbrokers* of the Englewood Municipal Code 2000, to read as follows:

**5-16: AUTOMOBILE PAWNBROKERS.**

[EDITORS NOTE: Title 5, Chapter 16, Section 4, Subsections A through F contain no changes and are therefore not included here.]

**5-16-4: Special Conditions and Restrictions of the License.**

In addition to the requirements in Chapter 1 of this Title, the following special conditions and restrictions apply:

G. *Required Acts:*

1. An automobile pawnbroker shall keep a numerical register in which shall be recorded the following information: the name, address and date of birth of the customer; the customer's driver's license number or other identification number from any other form of identification which is allowed for sale of valuable articles pursuant to Colorado Revised Statutes; or for the sale of secondhand property pursuant to Colorado Revised Statutes or this Code; the date, time and place of the contract for purchase or purchase transaction; and an accurate and detailed account and description of each item of tangible personal property, including, but not limited to, any trademark, identification number, serial number, model number, brand name, or other identifying marks on such property. The automobile pawnbroker shall also obtain a written declaration of the customer's ownership which shall state that each piece of tangible personal property is totally owned by the customer, or shall have attached to such declaration a power of sale from the partial owner to the customer, how long the customer has owned each piece of property, whether the customer or someone else found the property, and, if the property was found, the details of the finding.
2. If the contract for purchase or other purchase transaction involves more than one item, each item shall be recorded on the automobile pawnbroker's register and on the customer's declaration of ownership.
3. The customer shall sign his or her name in such register and on the declaration of ownership and receive a copy of the contract of purchase or a receipt for the purchase transaction.
4. The customer shall affix a right index fingerprint to the declaration of ownership.
5. The customer shall affix an electronic photo to the declaration of ownership.
- ~~5~~ 6. Such register shall be made available to any local law enforcement agency for inspection at any reasonable time.
- ~~6~~ 7. The automobile pawnbroker shall keep each register for at least three (3) years after the date of the last transaction entered in the register.
- ~~7~~ 8. An automobile pawnbroker shall hold all contracted goods within his/her jurisdiction for a period of ten (10) days following the maturity date of the contract for purchase, during which time such goods shall be held separate and apart from any other tangible personal property, and shall not be changed in form or altered in any way.
- ~~8~~ 9. An automobile pawnbroker shall hold all property purchased by him/her through a purchase transaction for thirty (30) days following the date of purchase, during which time such property shall be held separate and apart from other tangible personal property, and shall not be changed in form or altered in any way.
- ~~9~~ 10. Every automobile pawnbroker shall provide the local law enforcement agency, on a weekly basis, with two (2) copies of the records, on a form to be provided or

approved by the local law enforcement agency of all tangible personal property accepted during the preceding week and one copy of the customer's declaration of ownership form. The form shall contain the same information required to be recorded in the automobile pawnbroker's register pursuant to this Section. The local law enforcement agency shall designate the ~~date~~ day of the week on which the records and declarations shall be submitted. In addition, if an auto mobile pawnbroker has over fifty (50) transactions a week, an electronic record of the transaction including a photo of the customer shall be submitted daily.

- ~~10~~ 11. Every automobile pawnbroker shall pay a fee for every transaction form submitted to the City. This fee is imposed to offset the cost of administering this license. This fee shall be determined by the City and set by resolution.
- ~~11~~ 12. Every automobile pawnbroker shall, at his/her expense, keep records or provide reports in such manner and by such methods as may be determined from time to time by the Licensing Officer.

[EDITORS NOTE: Title 5, Chapter 16, Section 4, Subsections H through J contain no changes and are therefore not included here.]

Section 3. The City Council of the City of Englewood, Colorado hereby authorizes amending Title 5, Chapter 23, entitled *Purchaser of Valuable Articles* of the Englewood Municipal Code 2000, to read as follows:

#### **5-23: PURCHASER OF VALUABLE ARTICLES**

##### **5-23-1: Definitions.**

For the purpose of this Chapter, the following terms, phrases, words and their derivations shall have the meanings given herein:

*Precious or Semiprecious Metals or Stones*: This definition includes, but is not limited to gold, silver, platinum, pewter, alexandrite, diamonds, emeralds, garnets, opals, rubies, sapphires, and topaz. Also, included under this definition is ivory, coral, pearls, jade and other such minerals, stones, or gems as are customarily regarded as precious or semiprecious.

*Private Collector*: Any person who purchases an item for a price greater than the market price of the item's metallic or stone composition, who has an interest in preserving the item in its unique or historical form, and whose primary purpose in purchasing is not the immediate resale of the item.

*Purchase*: Giving money to acquire any valuable article.

*Purchaser*: Any person holding himself out to the public as being engaged in the business of purchasing valuable articles, or any person who purchases five (5) or more valuable articles in any thirty (30) day period. A purchaser does not include a person purchasing valuable articles from a retail or wholesale merchant who deals in goods of that kind.

*Seller*: Any person offering a valuable article for money to any purchaser.

*Valuable Article:* Any tangible personal property consisting, in whole or in part, of precious or semiprecious metals or stones including collector coins.

5-23-2: License Required.

It shall be unlawful for any person to offer or purchase valuable objects in the City of Englewood without first obtaining a license except for the following classes of persons:

- A. Private collectors purchasing valuable items from other private collectors.

5-23-3: Application for License.

Purchaser of Valuable Articles Licenses shall be issued in accordance with Chapter 1 of this Title.

**5-23-4: Special License Requirements.**

In addition to the requirements in Chapter 1 of this Title, the following special condition or restrictions apply:

- A. Licenses issued under this Chapter shall not be transferred to another person or location.
- B. Applicants will be subject to a police background investigation as part of the application.
- C. Required Acts: ~~A Purchaser of Valuable Articles License holder shall keep a numerical register which will include the following information:~~
  - ~~1. The name, address, and date of birth of the customer.~~
  - ~~2. The customer's driver's license number or other identification number from any other form of identification which is allowed for sale of valuable articles pursuant to state statutes.~~
  - ~~3. The date, time and place of the purchase, and an accurate and detailed account and description of each valuable article, including, but not limited to, any identification number, serial number, material type, mint date, denomination, or other identifying marks on such property.~~
  - ~~4. The license holder shall also obtain a written declaration of the customer's ownership which shall state that each valuable article is totally owned by the customer, or shall have attached to such declaration a power of sale from the partial owner to the customer, how long the customer has owned each piece of property, whether the customer or someone else found the property, and if the property was found, the details of the finding.~~
  - 1. A purchaser of valuable articles license holder shall keep a numerical register in which shall be recorded the following information: the name, address, and date of birth of the customer; the customer's driver's license number or other identification number from any other form of identification which is allowed for sale of valuable articles pursuant to Colorado Revised Statutes or this Code, or for the pawning or sale of secondhand property pursuant to Colorado Revised Statutes or this Code; the date, time and place of the purchase transaction; and an accurate and detailed

account and description of each item of tangible personal property, including, but not limited to, any trademark, identification number, serial number, model number, brand name, mint date, denomination, or other identifying marks on such property. The license holder shall also obtain a written declaration of the customer's ownership which shall state that each valuable article is totally owned by the customer, or shall have attached to such declaration a power of sale from the partial owner to the customer, how long the customer has owned each piece of property, whether the customer or someone else found the property, and, if the property was found, the details of the finding.

- ~~D~~ 2. If the purchase transaction involves more than one item, each item shall be recorded on the license holder's register and on the customer's declaration of ownership.
- ~~E~~ 3. The customer shall sign his or her name in such register and on the declaration of ownership and receive a copy of the contract of purchase or a receipt for the purchase transaction.
- ~~F~~ 4. The customer shall affix a right index fingerprint to the declaration of ownership.  
5. The customer shall affix an electronic photo to the declaration of ownership.
- ~~G~~ 6. Such register shall be made available to any local law enforcement agency for inspection at any reasonable time.
- ~~H~~ 7. The purchaser of valuable articles shall keep each register for at least three (3) years after the date of the last transaction entered in the register.
- ~~I~~ 8. A purchaser of valuable articles license holder shall hold all property purchased by him or her ~~of~~ from thirty (30) days following the date of purchase, during which time such property shall be held separate and apart from any other tangible personal property, and shall not be changed in form or altered in any way.
- ~~J~~ 9. Every purchaser of valuable articles license holder shall provide the local law enforcement agency, on a weekly basis, with two (2) copies of the records, on a form to be provided or approved by the Local Law Enforcement Agency of all valuable articles purchased during the preceding week and one copy of the customer's declaration of ownership form. The form shall contain the same information required to be recorded in the license holder's register pursuant to ~~subsection A~~ of this Section. The Local Law Enforcement Agency shall designate the day of the week on which the records and declarations shall be submitted. In addition, if a valuable articles license holder or purchaser has over fifty (50) transactions a week, an electronic record of the transaction including a photo of the customer shall be submitted daily.
- ~~K~~ 10. Every purchaser of valuable articles license holder shall pay to the City a fee for every transaction form. This fee is imposed to offset the cost of administering this license. This fee shall be determined by the City and set by resolution.

- L. 11. Every purchaser of valuable articles license holder shall, at his/her expense, keep records or provide reports in such manner and by such methods as may be determined from time to time by the Local Law Enforcement Agency or the Licensing Officer.
- M 12. No purchaser of valuable articles license holder, employee, or agent of the purchaser of valuable articles license holder shall purchase any valuable article from any person under the age of eighteen (18) years or from any person under the influence of alcoholic beverage or drugs.
- N 13. No purchaser of valuable articles license holder, employee, or agent of the purchaser of valuable articles license holder shall purchase any valuable article from any person known to be a thief or to have been convicted of larceny or burglary, without first notifying the Local Law Enforcement Agency. Such notice shall not be deemed as authorization by the City for the purchaser of valuable articles to make a purchase from such person.
- Q 14. No purchaser of valuable articles license holder shall take any valuable article from a customer on consignment.
- P 15. No purchaser of valuable articles license holder, employee or agent of a purchaser of valuable articles license holder shall purchase any valuable article wherein the identification number, serial number, model number, brand name, owner's identification number or other identifying marks on such property have been totally or partially obscured.
- Q 16. Any police officer may order a purchaser of valuable articles license holder to hold any valuable article for purposes of further investigation. A hold order shall be effective upon verbal notification to the purchaser of valuable articles license holder by any police department. No sale or other imposition may be made of such property held by any purchaser of valuable articles while the hold order remains outstanding. A hold order shall supersede all other provisions of this Section, and any sale or other disposition of the property after the purchaser of valuable articles has been notified by the Local Law Enforcement Agency of a hold order shall be unlawful and a violation of this Section.
- R 17. If any police officer determines that any valuable article held by a license holder is stolen or illegally obtained property, such officer may immediately confiscate such property and must provide the purchaser of valuable articles license holder with a receipt and case report number.
- S 18. A license holder who purchases any valuable article from a customer who is not the owner thereof obtains no title to the article. Ignorance of the fact that the article was lost or stolen shall not be construed to have any effect on the title. If the purchaser of valuable articles license holder shall sell such article to a third person, the license holder shall recover the article or reimburse the fair market value of the article. The lawful owner may, upon proof of his or her ownership of the article lost or stolen, claim the same from the license holder or recover the same by the appropriate legal means.

Section 4. 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 5. 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 6. 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 7. 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 8. Penalty. The Penalty Provision of Section 1-4-1 EMC shall apply to each and every violation of this Ordinance.

Introduced, read in full, and passed on first reading on the 16th day of June, 2014.

Published by Title as a Bill for an Ordinance in the City's official newspaper on the 20<sup>th</sup> day of June, 2014.

Published as a Bill for an Ordinance on the City's official website beginning on the 18<sup>th</sup> day of June, 2014 for thirty (30) days.

Read by title and passed on final reading on the 7th day of July, 2014.

Published by title in the City's official newspaper as Ordinance No. \_\_\_\_, Series of 2014, on the 11th day of July, 2014.

Published by title on the City's official website beginning on the 9th day of July, 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

## COUNCIL COMMUNICATION

<b>Date</b> July 7, 2014	<b>Agenda Item</b> 11 a i	<b>Subject</b> Ordinance to approve placement of a ballot question on the November 2014 ballot regarding trade of McLellan Reservoir property.
<b>INITIATED BY</b> Englewood McLellan Reservoir Foundation		<b>STAFF SOURCE</b> Michael Flaherty, EMRF Board

### COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

Ordinance 41, Series of 1999, established the creation of the Englewood McLellan Reservoir Foundation (EMRF), a non-profit corporation charged with furthering the development of the McLellan Reservoir property and transferred the property to EMRF.

### BACKGROUND

The Board of Director of the Englewood McLellan Reservoir Foundation (EMRF) has recently met with principals of Shea Properties regarding the potential lease of EMRF property. However, there are issues that make the development of the property difficult, at least as currently configured. Shea principals have stated that in the current configuration, they would be unable lease the EMRF property.

Shea has proposed that to facilitate a development plan at this time a trade of property between EMRF and Shea is necessary. The basic terms of trade involve EMRF trading 12.3 acres for 12.3 acres of adjacent Shea property. (see attached aerial map)

The City Attorney has advised the EMRF Board that a land trade is equivalent to a sale and as such will require an affirmative vote of the citizens of Englewood to accomplish.

The City Attorney has drafted language for the proposed ballot language, which was discussed with City Council during the June 16, 2014 Study Session.

### RECOMMENDED ACTION

The EMRF Board recommends that City Council approve the proposed bill for an ordinance authorizing a ballot question on the November 2014 ballot seeking voter approval of the requested property trade .

### FINANCIAL IMPACT

The trade of property has no immediate financial impact. However, future leases resulting from the proposed trade may bring significant revenues.

### LIST OF ATTACHMENTS

Site map of subject property trade  
Proposed bill for an ordinance



**LOT AREAS (acres)**

PA 81	North	12.30
	South	24.60
PA 84 HR 153	Lot 1A	6.18
	Lot 1B	7.33
	Lot 2	12.79
	Lot 3	4.90
	Tract A	3.33
	Tract C	1.34
PA 84 HR 155	Lot 1	2.27
	Lot 2	1.84
	Tract A	2.27
	Tract B	7.06
	Tract C	1.94
	Tract D	0.46
	Tract E	0.01
Tract F	0.26	
PA 85 HR 154	Lot 1	10.14
	Lot 2	9.89
	Lot 3	10.87
	Lot 4	4.78
	Lot 5	10.25

ENGLEWOOD MCLELLAN RESERVOIR FOUNDATION  
**EMRF Properties**

SCALE: 1 Inch = 700 feet  
REV: May 12, 2014  
PHOTO DATE: 2010



BY AUTHORITY

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

COUNCIL BILL NO. 41  
INTRODUCED BY COUNCIL  
MEMBER \_\_\_\_\_

A BILL FOR

AN ORDINANCE SUBMITTING TO A VOTE OF THE REGISTERED ELECTORS OF THE CITY OF ENGLEWOOD AT THE NEXT SCHEDULED MUNICIPAL ELECTION ON NOVEMBER 4, 2014, A QUESTION TO EXCHANGE UTILITY DEPARTMENT PROPERTY HELD IN DOUGLAS COUNTY FOR PROPERTY OF SIMILAR OR GREATER VALUE.

WHEREAS, the City of Englewood (“City”) is a home-rule municipality organized and existing under the provisions of the Colorado Constitution Article XX; and

WHEREAS, the Englewood/McLellan Reservoir Foundation (EMRF) was formed to oversee the development of the McLellan Reservoir property; and

WHEREAS, the imposition of covenants or use restrictions on all lands within the development area ensure a consistent high level of development; and

WHEREAS, these use restrictions will provide even greater protection to the McLellan Reservoir’s water quality when compared to development without the restriction; and

WHEREAS, these restrictions will create and maintain a greater value for the land that in turn ensures a long-term income stream to the City; and

WHEREAS, the Board of Directors of the Englewood McLellan Reservoir Foundation (EMRF) has recently met with principals of Shea Properties regarding the potential lease of approximately 36 acres of EMRF property in Planning Area 81 (PA 81) fronting Lucent Boulevard, between Plaza Drive and Town Center Drive; and

WHEREAS, there are issues that make the development of the property difficult, at least as currently configured; and

WHEREAS, among the issues are fixed access points and future roadways along with topography (need for over-lot grading) and the shallow depth of the two properties in the northwest corner of the area that make development, particularly since EMRF properties can only be leased, extremely difficult; and

WHEREAS, a land trade is equivalent to a sale; and

WHEREAS, an affirmative vote of the citizens of Englewood is required to accomplish a sale under the Englewood Home Rule Charter; and

WHEREAS, the Englewood McLellan Reservoir Board has recommended that the trade be placed on the November 2014 ballot.

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

Section 1. There is hereby submitted to the registered electors of the City of Englewood at the next scheduled municipal election on November 4, 2014 a question, to read as follows:

Question No.

Shall the Englewood City Council be allowed, by Ordinance, to exchange Utility property owned in Douglas County for property of similar or greater value to promote development opportunities that will generate long-term revenue for the public?

\_\_\_\_\_ Yes                      \_\_\_\_\_ No

Section 2. Each elector voting at said election and desirous of voting shall indicate his/her choice by depressing the appropriate counter of the voting machine or by the appropriate marking upon paper ballots where used.

Section 3. The proper officials of the City of Englewood shall give notice of said next scheduled municipal election, such notice shall be published in the manner and for the length of time required by law, and the ballots cast at such election shall be canvassed and the result ascertained, determined, and certified as required by law.

Section 4. Only if the question is approved by the registered electors of the City of Englewood shall the Englewood Municipal Code be amended.

Section 5. If any section, paragraph, clause, or other portion of this Ordinance is for any reason held to be invalid or unenforceable, the invalidity or unenforceability shall not affect any of the remaining portions of this Ordinance.

Introduced, read in full, and passed on first reading on the 7th day of July, 2014.

Published by Title as a Bill for an Ordinance in the City's official newspaper on the 11th day of July, 2014.

Published as a Bill for an Ordinance on the City's official website beginning on the 9th day of July, 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 7th day of July, 2014.

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Loucrishia A. Ellis

## COUNCIL COMMUNICATION

<b>Date</b> July 7, 2014	<b>Agenda Item</b> 11 c i	<b>Subject</b> L/E WWTP Network Infrastructure Project - NetApp Replacement
<b>INITIATED BY</b> Littleton/Englewood WWTP Supervisory Committee	<b>STAFF SOURCE</b> Jeff Konishi, Director of Information Technology Cindy Goodburn, L/E WWTP Business Services Manager	

### COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

Council approval of IT Network Infrastructure Upgrade - October 21, 2013

Council approval of the 2014 Littleton/Englewood WWTP Capital Infrastructure Budget.

Council approval of the L/E WWTP Network Infrastructure Project - Switch Replacement - April 21, 2014.

### RECOMMENDED ACTION

Staff recommends Council approval, by motion, of an Information Technology Network Infrastructure upgrade for replacement of Network Storage Modules with a NetApp storage solution at the Littleton/Englewood WWTP. Staff further recommends awarding the contract to Lewan and Associates, taking advantage of State of Colorado contract pricing, with a total hardware cost of \$140,208.00 and professional services costs for engineering and implementation in the amount of \$35,750.00.

### BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

The L/E WWTP IT infrastructure is simultaneously undergoing a significant hardware overhaul due in part to the City of Englewood IT Department enterprise-wide upgrade of the network hardware infrastructure and also due to existing hardware that has exceeded its serviceable life and is failing.

The L/E WWTP enterprise network utilizes Hewlett Packard (HP) Network Storage Modules (NSMs) for data storage, including all SCADA historical data and disaster recovery. These modules were purchased over five years ago and are at the end of their serviceable life and no longer eligible for support. Currently, the L/E WWTP storage capacity is over the recommended threshold due to the way the NSMs store data, which can and have affected the integrity of the data causing data loss. Additionally, these modules have been experiencing failures that have necessitated emergency staff response and installation of temporary solutions to restore data and keep the network operational.

After collaborating with the City IT Department and evaluating several solutions to replace the failing modules, it has been determined that the best solution is to replace the L/E WWTP HP Network Storage Modules with a NetApp data storage solution. This new storage solution will consolidate the current six (6) NSMs down to two (2) NetApps, and at the same time provide the same redundancy, as well as increase storage capacity by 50 percent due to the way the NetApps store data allowing for a five (5) to seven (7) year lifecycle. In addition, this will allow the L/E WWTP to be uniform with the City's NetApp storage, and

allow Information Technology (IT) and the L/E WWTP to provide better support between the two departments. This solution will align with the City IT Department specifications for enterprise hardware and will provide L/E WWTP IT staff with redundancy for network support from City staff, should a failure occur when L/E staff is unavailable.

This purchase was approved by the L/E WWTP Supervisory Committee at the June 12, 2014 meeting.

#### **FINANCIAL IMPACT**

Funds for this project are included in the 2014 L/E WWTP budget and as a Capital Infrastructure Project and will be shared 50/50 by the Cities of Englewood and Littleton.

#### **LIST OF ATTACHMENTS**

Lewan NetApp Solution Proposal and Professional Services Contract



Date: 6/4/2014

To: Englewood Wastewater Treatment Plant  
Shawn Miller

<u>Qty</u>	<u>Description</u>	<u>Net Price</u>	<u>Extended Price</u>
1	FAS2552,HA,24x600GB,10G,CTL	\$ 67,961	\$ 67,961
1	DSK SHLF,24x600GB,10K,1P,SK		
2	Rackmount Kit,Swift,4-Post,Square-Hole		
4	Power Cable,In-Cabinet,48-IN,C13-C14		
4	Cable,SAS Cntrl-Shelf/Shelf-Shelf/HA,2m		
2	Cable,Ethernet,2m RJ45 CAT6		
1	Cable,Ethernet,5m RJ45 CAT6		
2	FAS2552 High Availability System		
2	SW-2,iSCSI,2552A,-C		
2	SW-2,NFS,2552A,-C		
2	SW-2,CIFS,2552A,-C		
2	SW-2,FCP,2552A,-C		
288	OS Enable,Per-0.1TB,ONTAP,Perf-Stor,1P,-P		
2	SW-2,SnapMirror,2552A,-C		
2	W-2,SnapRestore,2552A,-C		
2	SW-2,Flexclone,2552A,-C		
1	SupportEdge Premium 4 hr Onsite w/out Install - Mths:36		
<b>Total:</b>		<b>\$</b>	<b>67,961</b>

Please issue purchase order to:

Lewan & Associates  
1400 S. Colorado Blvd.  
Denver, CO 80222  
Please fax PO to Shelby Campbell (303) 759-3896.

Remit to address will be:

Lewan & Associates  
PO Box 843838  
Dallas, TX 75284-3838  
Attn: Deborah Nadjary

Terms: Net 30

Submitted by Shelby Campbell 303-968-2322  
Quote ID: Englewood WW-NetApp 2552's 6-4-14

NetApp Inc. WSCA/NASPO Master Price Agreement Number: B27170  
State contract number: Colorado WSCA 20511YYY34M/WSCA



A Xerox Company

Date: 6/4/2014

To: Englewood Wastewater Treatment Plant  
Shawn Miller

<u>Qty</u>	<u>Description</u>	<u>Net Price</u>	<u>Extended Price</u>
1	FAS2552,HA,24x600GB,10G,CTL	\$ 70,826	\$ 70,826
1	DSK SHLF,24x600GB,10K,1P,SK		
2	Rackmount Kit,Swift,4-Post,Square-Hole		
4	Power Cable,In-Cabinet,48-IN,C13-C14		
4	Cable,SAS Cntrl-Shelf/Shelf-Shelf/HA,2m		
2	Cable,Ethernet,2m RJ45 CAT6		
1	Cable,Ethernet,5m RJ45 CAT6		
2	FAS2552 High Availability System		
2	SW-2,iSCSI,2552A,-C		
2	SW-2,NFS,2552A,-C		
2	SW-2,CIFS,2552A,-C		
2	SW-2,FCP,2552A,-C		
288	OS Enable,Per-0.1TB,ONTAP,Perf-Stor,1P,-P		
2	SW-2,SnapMirror,2552A,-C		
2	W-2,SnapRestore,2552A,-C		
2	SW-2,OnCommand Balance,2552A,-C		
2	SW-2,Flexclone,2552A,-C		
1	SupportEdge Premium 4 hr Onsite w/out Install - Mths:36		
<b>Total:</b>		<b>\$</b>	<b>70,826</b>

Please issue purchase order to:

Lewan & Associates  
1400 S. Colorado Blvd.  
Denver, CO 80222

Please fax PO to Shelby Campbell (303) 759-3896.

Remit to address will be:

Lewan & Associates  
PO Box 843838  
Dallas, TX 75284-3838  
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Date: 6/4/2014

To: Englewood Wastewater Treatment Plant  
Shawn Miller

<u>Qty</u>	<u>Description</u>	<u>Net Price</u>	<u>Extended Price</u>
1	Lewan Engineering Services for 2-site NetApp FAS deployment <ul style="list-style-type: none"> <li>• Rack and stack equipment</li> <li>• Initialization of array controllers</li> <li>• Apply customer licenses and enable and configure NFS/FC/iSCSI protocols (as needed) on each controller</li> <li>• Firmware upgrades (validate DOT release loaded at factory is latest recommended release)</li> <li>• OnCommand System Manager installation on a management host</li> <li>• Virtual Storage Console installation on a vCenter or management host (for VMware vSphere / Citrix XenServer environments)</li> <li>• Creation of aggregates, volumes and LUNs using System Manager and/or VSC</li> <li>• Basic CIFS protocol setup with AD integration (data migration not in scope)</li> <li>• Basic snapshot scheduling setup</li> <li>• Demonstration of recovery from snapshots (volume-level, LUN-level, VM-level, file-level) (pre-sales to set expectations with customer based on licensing)</li> <li>• Configuration of NetApp SnapMirror and demonstration of failover and failback process</li> <li>• Enable and verify Auto Support</li> </ul>	\$ 15,750	\$ 15,750
<b>Total:</b>			<b>\$ 15,750</b>

**Please issue purchase order to:**  
**Lewan & Associates**  
**1400 S. Colorado Blvd.**  
**Denver, CO 80222**  
**Please fax PO to Shelby Campbell (303) 759-3896.**

Terms: Net 30

Submitted by Shelby Campbell 303-968-2322  
 Quote ID: Englewood WW-NetApp 2552's 6-4-14



Date: 6/4/2014

To: Englewood Wastewater Treatment Plant  
Shawn Miller

<u>Qty</u>	<u>Description</u>	<u>Net Price</u>	<u>Extended Price</u>
4	Consulting Day < 6, ZA Exp. 1yr from PO (Unused T&M expires 1 year from invoice. All T&M Day purchases require a minimum of 4 hours, and may not exceed 8 hours, within a Single Calendar Day. There is no refund or credit for unused days.)	\$ 2,500	\$ 10,000
<b>Total:</b>			<b>\$ 10,000</b>

**Please issue purchase order to:**  
**Lewan & Associates**  
**1400 S. Colorado Blvd.**  
**Denver, CO 80222**  
**Please fax PO to Shelby Campbell (303) 759-3896.**

Terms: Net 30

Submitted by Shelby Campbell 303-968-2322  
 Quote ID: Englewood WW-NetApp 2552's 6-4-14

NetApp Inc. WSCA/NASPO Master Price Agreement Number: B27170  
 State contract number: Colorado WSCA 20511YYY34M/WSCA

***THIS CONTRACT IS TO BE USED FOR PROFESSIONAL SERVICES***

**(PROFESSIONAL SERVICE PROJECTS  
TO INCLUDE A STATEMENT OF WORK)**

**EXAMPLES: ENGINEERS, ARCHITECTS,  
AND CONSULTANTS**

**08/2010**

***Do not include this cover page \* For internal purposes only\****

## PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (the "Agreement") is made as of this 12<sup>th</sup> day of June, 2014, (the "Effective Date") by and between Univox Associates, Inc., a Colorado corporation ("Consultant"), and The City of Englewood, Colorado, a municipal corporation organized under the laws of the State of Colorado ("City").

City desires that Consultant, from time to time, provide certain consulting services, systems integration services, data conversion services, training services, and/or related services as described herein, and Consultant desires to perform such services on behalf of City on the terms and conditions set forth herein.

In consideration of the foregoing and the terms hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

**1. Definitions.** The terms set forth below shall be defined as follows:

(a) "Intellectual Property Rights" shall mean any and all (by whatever name or term known or designated) tangible and intangible and now known or hereafter existing (1) rights associate with works of authorship throughout the universe, including but not limited to copyrights, moral rights, and mask-works, (2) trademark and trade name rights and similar rights, (3) trade secret rights, (4) patents, designs, algorithms and other industrial property rights, (5) all other intellectual and industrial property rights (of every kind and nature throughout the universe and however designated) (including logos, "rental" rights and rights to remuneration), whether arising by operation of law, contract, license, or otherwise, and (6) all registrations, initial applications, renewals, extensions, continuations, divisions or reissues hereof now or hereafter in force (including any rights in any of the foregoing).

(b) "Work Product" shall mean all patents, patent applications, inventions, designs, mask works, processes, methodologies, copyrights and copyrightable works, trade secrets including confidential information, data, designs, manuals, training materials and documentation, formulas, knowledge of manufacturing processes, methods, prices, financial and accounting data, products and product specifications and all other Intellectual Property Rights created, developed or prepared, documented and/or

delivered by Consultant, pursuant to the provision of the Services.

**2. Statements of Work.** During the term hereof and subject to the terms and conditions contained herein, Consultant agrees to provide, on an as requested basis, the consulting services, systems integration services, data conversion services, training services, and related services (the "Services") as further described in Schedule A (the "Statement of Work") for City, and in such additional Statements of Work as may be executed by each of the parties hereto from time to time pursuant to this Agreement. Each Statement of Work shall specify the scope of work, specifications, basis of compensation and payment schedule, estimated length of time required to complete each Statement of Work, including the estimated start/finish dates, and other relevant information and shall incorporate all terms and conditions contained in this Agreement

**3. Performance of Services.**

(a) **Performance.** Consultant shall perform the Services necessary to complete all projects outlined in a Statement of Work in a timely and professional manner consistent with the specifications, if any, set forth in the Statement of Work, and in accordance with industry standards. Consultant agrees to exercise the highest degree of professionalism, and to utilize its expertise and creative talents in completing the projects outlined in a Statement of Work.

**(b) Delays.** Consultant agrees to notify City promptly of any factor, occurrence, or event coming to its attention that may affect Consultant's ability to meet the requirements of the Agreement, or that is likely to occasion any material delay in completion of the projects contemplated by this Agreement or any Statement of Work. Such notice shall be given in the event of any loss or reassignment of key employees, threat of strike, or major equipment failure. Time is expressly made of the essence with respect to each and every term and provision of this Agreement.

**(c) Discrepancies.** If anything necessary for the clear understanding of the Services has been omitted from the Agreement specifications or it appears that various instructions are in conflict, Vendor shall secure written instructions from City's project director before proceeding with the performance of the Services affected by such omissions or discrepancies.

**4. Invoices and Payment.** Unless otherwise provided in a Statement of Work, City shall pay the amounts agreed to in a Statement of Work within thirty (30) days following the acceptance by City of the work called for in a Statement of Work by City. Acceptance procedures shall be outlined in the Statement of Work. If City disputes all or any portion of an invoice for charges, then City shall pay the undisputed portion of the invoice by the due date and shall provide the following notification with respect to the disputed portion of the invoice. City shall notify Consultant as soon as possible of the specific amount disputed and shall provide reasonable detail as to the basis for the dispute. The parties shall then attempt to resolve the disputed portion of such invoice as soon as possible. Upon resolution of the disputed portion, City shall pay to Consultant the resolved amount.

**5. Taxes.** City is not subject to taxation. No federal or other taxes (excise, luxury, transportation, sales, etc.) shall be included in quoted prices. City shall not be obligated to pay or reimburse Consultant for any taxes attributable to the sale of any Services which are imposed on or measured by net or gross income, capital, net worth,

franchise, privilege, any other taxes, or assessments, nor any of the foregoing imposed on or payable by Consultant. Upon written notification by City and subsequent verification by Consultant, Consultant shall reimburse or credit, as applicable, City in a timely manner, for any and all taxes erroneously paid by City. City shall provide Consultant with, and Consultant shall accept in good faith, resale, direct pay, or other exemption certificates, as applicable.

**6. Out of Pocket Expenses.** Consultant shall be reimbursed only for expenses which are expressly provided for in a Statement of Work or which have been approved in advance in writing by City, provided Consultant has furnished such documentation for authorized expenses as City may reasonably request.

**7. Audits.** Consultant shall provide such employees and independent auditors and inspectors as City may designate with reasonable access to all sites from which Services are performed for the purposes of performing audits or inspections of Consultant's operations and compliance with this Agreement. Consultant shall provide such auditors and inspectors any reasonable assistance that they may require. Such audits shall be conducted in such a way so that the Services or services to any other customer of Consultant are not impacted adversely.

**8. Term and Termination.** The term of this Agreement shall commence on the Effective Date and shall continue unless this Agreement is terminated as provided in this Section 8.

**(a) Convenience.** City may, without cause and without penalty, terminate the provision of Services under any or all Statements of Work upon thirty (30) days prior written notice. Upon such termination, City shall, upon receipt of an invoice from Consultant, pay Consultant for Services actually rendered prior to the effective date of such termination. Charges will be based on time expended for all incomplete tasks as listed in the applicable Statement of Work, and all completed tasks will be charged as indicated in the applicable Statement of Work.

**(b) No Outstanding Statements of Work.** Either party may terminate this Agreement by providing the other party with at least thirty (30) days prior written notice of termination if there are no outstanding Statements of Work.

**(c) Material Breach.** If either party materially defaults in the performance of any term of a Statement of Work or this Agreement with respect to a specific Statement of Work (other than by nonpayment) and does not substantially cure such default within thirty (30) days after receiving written notice of such default, then the non-defaulting party may terminate this Agreement or any or all outstanding Statements of Work by providing ten (10) days prior written notice of termination to the defaulting party.

**(d) Bankruptcy or Insolvency.** Either party may terminate this Agreement effective upon written notice stating its intention to terminate in the event the other party: (1) makes a general assignment of all or substantially all of its assets for the benefit of its creditors; (2) applies for, consents to, or acquiesces in the appointment of a receiver, trustee, custodian, or liquidator for its business or all or substantially all of its assets; (3) files, or consents to or acquiesces in, a petition seeking relief or reorganization under any bankruptcy or insolvency laws; or (4) files a petition seeking relief or reorganization under any bankruptcy or insolvency laws is filed against that other party and is not dismissed within sixty (60) days after it was filed.

**(e) TABOR.** 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 to the contrary, all payment obligations of City are expressly dependent and conditioned upon the continuing availability of funds beyond the term of City's current fiscal period ending upon the next

succeeding December 31. Financial obligations of 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 City and applicable law. Upon the failure to appropriate such funds, this Agreement shall be deemed terminated.

**(f) Return of Property.** Upon termination of this Agreement, both parties agree to return to the other all property (including any Confidential Information, as defined in Section 11) of the other party that it may have in its possession or control.

**9. City Obligations.** City will provide timely access to City personnel, systems and information required for Consultant to perform its obligations hereunder. City shall provide to Consultant's employees performing its obligations hereunder at City's premises, without charge, a reasonable work environment in compliance with all applicable laws and regulations, including office space, furniture, telephone service, and reproduction, computer, facsimile, secretarial and other necessary equipment, supplies, and services. With respect to all third party hardware or software operated by or on behalf of City, City shall, at no expense to Consultant, obtain all consents, licenses and sublicenses necessary for Consultant to perform under the Statements of Work and shall pay any fees or other costs associated with obtaining such consents, licenses and sublicenses.

**10. Staff.** Consultant is an independent consultant and neither Consultant nor Consultant's staff is, or shall be deemed to be employed by City. City is hereby contracting with Consultant for the Services described in a Statement of Work and Consultant reserves the right to determine the method, manner and means by which the Services will be performed. The Services shall be performed by Consultant or Consultant's staff, and City shall not be required to hire, supervise or pay any assistants to help Consultant perform the Services under this Agreement. Except to the extent that Consultant's work must be performed on or with City's computers or City's

existing software, all materials used in providing the Services shall be provided by Consultant.

#### **11. Confidential Information.**

(a) **Obligations.** Each party hereto may receive from the other party information which relates to the other party's business, research, development, trade secrets or business affairs ("Confidential Information"). Subject to the provisions and exceptions set forth in the Colorado Open Records Act, CRS Section 24-72-101 et. seq., each party shall protect all Confidential Information of the other party with the same degree of care as it uses to avoid unauthorized use, disclosure, publication or dissemination of its own confidential information of a similar nature, but in no event less than a reasonable degree of care. Without limiting the generality of the foregoing, each party hereto agrees not to disclose or permit any other person or entity access to the other party's Confidential Information except such disclosure or access shall be permitted to an employee, agent, representative or independent consultant of such party requiring access to the same in order to perform his or her employment or services. Each party shall insure that their employees, agents, representatives, and independent consultants are advised of the confidential nature of the Confidential Information and are precluded from taking any action prohibited under this Section 11. Further, each party agrees not to alter or remove any identification, copyright or other proprietary rights notice which indicates the ownership of any part of such Confidential Information by the other party. A party hereto shall undertake to immediately notify the other party in writing of all circumstances surrounding any possession, use or knowledge of Confidential Information at any location or by any person or entity other than those authorized by this Agreement. Notwithstanding the foregoing, nothing in this Agreement shall restrict either party with respect to information or data identical or similar to that contained in the Confidential Information of the other party but which (1) that party rightfully possessed before it received such information from the other as evidenced

by written documentation; (2) subsequently becomes publicly available through no fault of that party; (3) is subsequently furnished rightfully to that party by a third party without restrictions on use or disclosure; or (4) is required to be disclosed by law, provided that the disclosing party will exercise reasonable efforts to notify the other party prior to disclosure.

(b) **Know-How.** For the avoidance of doubt neither City nor Consultant shall be prevented from making use of know-how and principles learned or experience gained of a non-proprietary and non-confidential nature.

(c) **Remedies.** Each of the parties hereto agree that if any of them, their officers, employees or anyone obtaining access to the Confidential Information of the other party by, through or under them, breaches any provision of this Section 11, the non-breaching party shall be entitled to an accounting and repayment of all profits, compensation, commissions, remunerations and benefits which the breaching party, its officers or employees directly or indirectly realize or may realize as a result of or growing out of, or in connection with any such breach. In addition to, and not in limitation of the foregoing, in the event of any breach of this Section 11, the parties agree that the non-breaching party will suffer irreparable harm and that the total amount of monetary damages for any such injury to the non-breaching party arising from a violation of this Section 11 would be impossible to calculate and would therefore be an inadequate remedy at law. Accordingly, the parties agree that the non-breaching party shall be entitled to temporary and permanent injunctive relief against the breaching party, its officers or employees and such other rights and remedies to which the non-breaching party may be entitled to at law, in equity or under this Agreement for any violation of this Section 11. The provisions of this Section 11 shall survive the expiration or termination of this Agreement for any reason.

**12. Project Managers.** Each party shall designate one of its employees to be its Project Manager under each Statement of Work, who shall act for that party on all matters

under the Statement of Work. Each party shall notify the other in writing of any replacement of a Project Manager. The Project Managers for each Statement of Work shall meet as often as either one requests to review the status of the Statement of Work.

### **13. Warranties.**

(a) **Authority.** Consultant represents and warrants that: (1) Consultant has the full corporate right, power and authority to enter into this Agreement and to perform the acts required of it hereunder; (2) the execution of this Agreement by Consultant, and the performance by Consultant of its obligations and duties hereunder, do not and will not violate any agreement to which Consultant is a party or by which it is otherwise bound under any applicable law, rule or regulation; (3) when executed and delivered by Consultant, this Agreement will constitute the legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms; and (4) Consultant acknowledges that City makes no representations, warranties or agreements related to the subject matter hereof that are not expressly provided for in this Agreement

(b) **Service Warranty.** Consultant warrants that its employees and consultants shall have sufficient skill, knowledge, and training to perform Services and that the Services shall be performed in a professional and workmanlike manner.

(c) **Personnel.** Unless a specific number of employees is set forth in the Statement of Work, Consultant warrants it will provide sufficient employees to complete the Services ordered within the applicable time frames established pursuant to this Agreement or as set forth in the Statement of Work.. During the course of performance of Services, City may, for any or no reason, request replacement of an employee or a proposed employee. In such event, Consultant shall, within five (5) working days of receipt of such request from City, provide a substitute employee of sufficient skill, knowledge, and training to perform the applicable Services. Consultant shall require employees providing

Services at a City location to comply with applicable City security and safety regulations and policies.

(d) **Compensation and Benefits.** Consultant shall provide for and pay the compensation of employees and shall pay all taxes, contributions, and benefits (such as, but not limited to, workers' compensation benefits) which an employer is required to pay relating to the employment of employees. City shall not be liable to Consultant or to any employee for Consultant's failure to perform its compensation, benefit, or tax obligations. Consultant shall indemnify, defend and hold City harmless from and against all such taxes, contributions and benefits and will comply with all associated governmental regulations, including the filing of all necessary reports and returns.

### **14. Indemnification.**

(a) **Consultant Indemnification.** Consultant shall indemnify, defend and hold harmless City, its directors, officers, employees, and agents and the heirs, executors, successors, and permitted assigns of any of the foregoing (the "City Indemnitees") from and against all losses, claims, obligations, demands, assessments, fines and penalties (whether civil or criminal), liabilities, expenses and costs (including reasonable fees and disbursements of legal counsel and accountants), bodily and other personal injuries, damage to tangible property, and other damages, of any kind or nature, suffered or incurred by a City Indemnitee directly or indirectly arising from or related to: (1) any negligent or intentional act or omission by Consultant or its representatives in the performance of Consultant's obligations under this Agreement, or (2) any material breach in a representation, warranty, covenant or obligation of Consultant contained in this Agreement.

(b) **Infringement.** Consultant will indemnify, defend, and hold City harmless from all Indemnifiable Losses arising from any third party claims that any Work Product or methodology supplied by Consultant infringes or misappropriates any Intellectual Property

rights of any third party; provided, however, that the foregoing indemnification obligation shall not apply to any alleged infringement or misappropriation based on: (1) use of the Work Product in combination with products or services not provided by Consultant to the extent that such infringement or misappropriation would have been avoided if such other products or services had not been used; (2) any modification or enhancement to the Work Product made by City or anyone other than Consultant or its sub-consultants; or (3) use of the Work Product other than as permitted under this Agreement.

**(c) Indemnification Procedures.**

Notwithstanding anything else contained in this Agreement, no obligation to indemnify which is set forth in this Section 14 shall apply unless the party claiming indemnification notifies the other party as soon as practicable to avoid any prejudice in the claim, suit or proceeding of any matters in respect of which the indemnity may apply and of which the notifying party has knowledge and gives the other party the opportunity to control the response thereto and the defense thereof; provided, however, that the party claiming indemnification shall have the right to participate in any legal proceedings to contest and defend a claim for indemnification involving a third party and to be represented by its own attorneys, all at such party's cost and expense; provided further, however, that no settlement or compromise of an asserted third-party claim other than the payment/money may be made without the prior written consent of the party claiming indemnification.

**(d) Immunity.** City, its officers, and its employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. 24-10-101 et seq., as from time to time amended, or otherwise available to City, its officers, or its employees.

**15. Insurance.**

**(a) Requirements.** Consultant agrees to keep in full force and effect and maintain at

its sole cost and expense the following policies of insurance during the term of this Agreement:

(1) The Consultant shall comply with the Workers' Compensation Act of Colorado and shall provide compensation insurance to protect the City from and against any and all Workers' Compensation claims arising from performance of the work under this contract. Workers' Compensation insurance must cover obligations imposed by applicable laws for any employee engaged in the performance of work under this contract, as well as the Employers' Liability within the minimum statutory limits.

(2) Commercial General Liability Insurance and auto liability insurance (including contractual liability insurance) providing coverage for bodily injury and property damage with a combined single limit of not less than three million dollars (\$3,000,000) per occurrence.

(3) Professional Liability/Errors and Omissions Insurance covering acts, errors and omissions arising out of Consultant's operations or Services in an amount not less than one million dollars (\$1,000,000) per occurrence.

(4) Employee Dishonesty and Computer Fraud Insurance covering losses arising out of or in connection with any fraudulent or dishonest acts committed by Consultant personnel, acting alone or with others, in an amount not less than one million dollars (\$1,000,000) per occurrence.

**(b) Approved Companies.** All such insurance shall be procured with such insurance companies of good standing, permitted to do business in the country, state or territory where the Services are being performed.

**(c) Certificates.** Consultant shall provide City with certificates of insurance evidencing compliance with this Section 15 (including evidence of renewal of insurance) signed by authorized representatives of the respective carriers for each year that this Agreement is in effect. Certificates of

insurance will list the City of Englewood as an additional insured. Each certificate of insurance shall provide that the issuing company shall not cancel, reduce, or otherwise materially change the insurance afforded under the above policies unless thirty (30) days' notice of such cancellation, reduction or material change has been provided to City.

**16. Rights in Work Product.**

(a) **Generally.** Except as specifically agreed to the contrary in any Statement of Work, all Intellectual Property Rights in and to the Work Product produced or provided by Consultant under any Statement of Work shall remain the property of Consultant. With respect to the Work Product, Consultant unconditionally and irrevocably grants to City during the term of such Intellectual Property Rights, a non-exclusive, irrevocable, perpetual, worldwide, fully paid and royalty-free license, to reproduce, create derivative works of, distribute, publicly perform and publicly display by all means now known or later developed, such Intellectual property Rights.

(b) **Know-How.** Notwithstanding anything to the contrary herein, each party and its respective personnel and consultants shall be free to use and employ its and their general skills, know-how, and expertise, and to use, disclose, and employ any generalized ideas, concepts, know-how, methods, techniques, or skills gained or learned during the course of any assignment, so long as it or they acquire and apply such information without disclosure of any Confidential Information of the other party.

**17. Relationship of Parties.** Consultant is acting only as an independent consultant and does not undertake, by this Agreement, any Statement of Work or otherwise, to perform any obligation of City, whether regulatory or contractual, or to assume any responsibility for City's business or operations. Neither party shall act or represent itself, directly or by implication, as an agent of the other, except as expressly authorized in a Statement of Work.

**18. Complete Agreement.** This Agreement contains the entire agreement

between the parties hereto with respect to the matters covered herein.

**19. Applicable Law.** Consultant shall comply with all applicable laws in performing Services but shall be held harmless for violation of any governmental procurement regulation to which it may be subject but to which reference is not made in the applicable Statement of Work. This Agreement shall be construed in accordance with the laws of the State of Colorado. Any action or proceeding brought to interpret or enforce the provisions of this Agreement shall be brought before the state or federal court situated in Arapahoe County, Colorado and each party hereto consents to jurisdiction and venue before such courts.

**20. Scope of Agreement.** If the scope of any provisions of this Agreement is too broad in any respect whatsoever to permit enforcement to its fullest extent, then such provision shall be enforced to the maximum extent permitted by law, and the parties hereto consent to and agree that such scope may be judicially modified accordingly and that the whole of such provision of this Agreement shall not thereby fail, but that the scope of such provision shall be curtailed only to the extent necessary to conform to law.

**21. Additional Work.** After receipt of a Statement of Work, City, with Consultant's consent, may request Consultant to undertake additional work with respect to such Statement of Work. In such event, City and Consultant shall execute an addendum to the Statement of Work specifying such additional work and the compensation to be paid to Consultant for such additional work.

**22. Sub-consultants.** Consultant may not subcontract any of the Services to be provided hereunder without the prior written consent of City. In the event of any permitted subcontracting, the agreement with such third party shall provide that, with respect to the subcontracted work, such sub-consultant shall be subject to all of the obligations of Consultant specified in this Agreement.

**23. Notices.** Any notice provided pursuant to this Agreement shall be in writing to the parties at the addresses set forth below and shall be deemed given (1) if by hand delivery, upon receipt thereof, (2) three (3) days after deposit in the United States mails, postage prepaid, certified mail, return receipt requested or (3) one (1) day after deposit with a nationally-recognized overnight courier, specifying overnight priority delivery. Either party may change its address for purposes of this Agreement at any time by giving written notice of such change to the other party hereto.

**24. Assignment.** This Agreement may not be assigned by Consultant without the prior written consent of City. Except for the prohibition of an assignment contained in the preceding sentence, this Agreement shall be binding upon and inure to the benefit of the heirs, successors and assigns of the parties hereto.

**25. Third Party Beneficiaries.** This Agreement is entered into solely for the benefit of the parties hereto and shall not confer any rights upon any person or entity not a party to this Agreement.

**26. Headings.** The section headings in this Agreement are solely for convenience and shall not be considered in its interpretation. The recitals set forth on the first page of this Agreement are incorporated into the body of this Agreement. The exhibits referred to throughout this Agreement and any Statement of Work prepared in conformance with this Agreement are incorporated into this Agreement.

**27. Waiver.** The failure of either party at any time to require performance by the other party of any provision of this Agreement shall not effect in any way the full right to require such performance at any subsequent time; nor shall the waiver by either party of a breach of any provision of this Agreement be taken or held to be a waiver of the provision itself.

**28. Force Majeure.** If performance by Consultant of any service or obligation under this Agreement is prevented, restricted,

delayed or interfered with by reason of labor disputes, strikes, acts of God, floods, lightning, severe weather, shortages of materials, rationing, utility or communications failures, earthquakes, war, revolution, civil commotion, acts of public enemies, blockade, embargo or any law, order, proclamation, regulation, ordinance, demand or requirement having legal effect of any governmental or judicial authority or representative of any such government, or any other act whether similar or dissimilar to those referred to in this clause, which are beyond the reasonable control of Consultant, then Consultant shall be excused from such performance to the extent of such prevention, restriction, delay or interference. If the period of such delay exceeds thirty (30) days, City may, without liability, terminate the affected Statement of Work(s) upon written notice to Consultant.

**29. Time of Performance.** Time is expressly made of the essence with respect to each and every term and provision of this Agreement.

**30. Permits.** Consultant shall at its own expense secure any and all licenses, permits or certificates that may be required by any federal, state or local statute, ordinance or regulation for the performance of the Services under the Agreement. Consultant shall also comply with the provisions of all Applicable Laws in performing the Services under the Agreement. At its own expense and at no cost to City, Consultant shall make any change, alteration or modification that may be necessary to comply with any Applicable Laws that Consultant failed to comply with at the time of performance of the Services.

**31. Media Releases.** Except for any announcement intended solely for internal distribution by Consultant or any disclosure required by legal, accounting, or regulatory requirements beyond the reasonable control of Consultant, all media releases, public announcements, or public disclosures (including, but not limited to, promotional or marketing material) by Consultant or its employees or agents relating to this Agreement or its subject matter, or including the name, trade mark, or symbol of City, shall

be coordinated with and approved in writing by City prior to the release thereof. Consultant shall not represent directly or indirectly that any Services provided by Consultant to City has been approved or endorsed by City or include the name, trade mark, or symbol of City on a list of Consultant's customers without City's express written consent.

**32. Nonexclusive Market and Purchase Rights.** It is expressly understood and agreed that this Agreement does not grant to Consultant an exclusive right to provide to City any or all of the Services and shall not prevent City from acquiring from other suppliers services similar to the Services. Consultant agrees that acquisitions by City pursuant to this Agreement shall neither restrict the right of City to cease acquiring nor require City to continue any level of such acquisitions. Estimates or forecasts furnished by City to Consultant prior to or during the term of this Agreement shall not constitute commitments.

**33. Survival.** The provisions of Sections 5, 8(g), 10, 11, 13, 14, 16, 17, 19, 23, 25 and 31 shall survive any expiration or termination for any reason of this Agreement.

**34. 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 34.

IN WITNESS WHEREOF, the parties to this Agreement have caused it to be executed by their authorized officers as of the day and year first above written. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**CITY OF ENGLEWOOD, COLORADO**

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

Title: \_\_\_\_\_

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

**ATTEST:**

\_\_\_\_\_  
City Clerk

Lincoln Associates, Inc.  
(Consultant Name)

1400 S. Colorado Blvd  
Address

Denver, CO 80222  
City, State, Zip Code

By: \_\_\_\_\_  
(Signature)  
Todd K. Johnson  
(Print Name)

Title: VP Tech. Svcs

Date: 6/12/14

**SCHEDULE A**  
**OUTLINE OF STATEMENT OF WORK**

1. GENERAL

[Identification of parties and date of execution]

[Reference to Professional Services Agreement by date]

2. NAMES OF PROJECT COORDINATORS

3. SUMMARY OF PURPOSE FOR STATEMENT OF WORK

[General description of work or services]

4. EQUIPMENT AND PROGRAMMING TO BE PROVIDED BY CITY (IF ANY)

5. OTHER CONSULTANT RESOURCES

[If desired, provide for the Consultant's commitment of its own staff, facilities, and other resources by nature or item]

6. DESCRIPTION OF WORK PRODUCT AND DELIVERABLES

[Include functional and technical specifications of Work Product and Documentation, and refer to any specific enhancements that may be sought.]

[Describe prototype or components to be delivered.]

[Include as Deliverables copies of the reports of all project reviews, inspections, and tests conducted during the course of performance.]

7. SPECIAL TERMS, IF ANY

8. MODE OF PAYMENT

9. PAYMENT SCHEDULE

City will pay Consultant for the work in accordance with the following payment schedule. All payments to Consultant are contingent on Consultant's satisfying the Deliverables/Milestones set forth in the Payment Schedule. Payments shall be made upon City's written confirmation to Consultant that the Deliverables-Milestones have been satisfied.

[Insert payment schedule]

10. SCHEDULE AND PERFORMANCE MILESTONES

This schedule sets for the target dates and performance milestones for the preparation and delivery of the Deliverables by Consultant.

Performance Milestone	Responsible Party	Target Date
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11. ACCEPTANCE AND TESTING PROCEDURES

12. LOCATION OF WORK FACILITIES

Substantially all of the work will be conducted by Consultant at its regular office located in \_\_\_\_\_.

City will provide the City office space and support as it agrees may be appropriate, at its \_\_\_\_\_ facility.

**IN WITNESS WHEREOF**, pursuant and in accordance with the Professional Services Agreement between the parties hereto dated \_\_\_\_\_, 20\_\_, the parties have executed this Statement of Work as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**CITY OF ENGLEWOOD, COLORADO**

By: \_\_\_\_\_  
(Signature)  
\_\_\_\_\_  
(Print Name)

Title: \_\_\_\_\_

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

\_\_\_\_\_  
Company Name

By: \_\_\_\_\_  
(Signature)  
\_\_\_\_\_  
(Print Name)

Title: \_\_\_\_\_

Date: