



**Agenda for the
Regular Meeting of the
Englewood City Council
Monday, June 6, 2011
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 May 16, 2011.
6. Recognition of Scheduled Public Comment. (This is an opportunity for the public to address City Council. Council may ask questions for clarification, but there will not be any dialogue. Please limit your presentation to five minutes.)
 - a. Presentation to Englewood Police Citizens' Academy Graduates.
 - b. Englewood resident Randy Egan will be present to discuss the RTD parking expansion proposal north of the Englewood Station Park-N-Ride.
7. Recognition of Unscheduled Public Comment. (This is an opportunity for the public to address City Council. Council may ask questions for clarification, but there will not be any dialogue. Please limit your presentation to three minutes. Time for unscheduled public comment may be limited to 45 minutes, and if limited, shall be continued to General Discussion.)

Council Response to Public Comment.
8. Communications, Proclamations, and Appointments.
 - a. Letter from Diane Ostmeyer announcing her resignation from the Englewood Housing Authority.

- b. E-mail from Brett East announcing her resignation from Keep Englewood Beautiful.
 - c. Proclamation declaring the week of June 19, 2011 as "South Broadway Mile Week" in the City of Englewood.
9. Consent Agenda Items.
- a. Approval of Ordinances on First Reading
 - b. Approval of Ordinances on Second Reading.
 - c. Resolutions and Motions.
 - i. Recommendation from the Finance and Administrative Services Department to adopt a resolution establishing Medical Marijuana licensing fees. **STAFF SOURCE: Frank Gryglewicz, Director of Finance and Administrative Services.**
 - ii. Recommendation from the Finance and Administrative Services Department to adopt a resolution approving a transfer of funds to cover Neighborhood Stabilization Program project expenditures pending reimbursement from the State of Colorado. **STAFF SOURCE: Frank Gryglewicz, Director of Finance and Administrative Services.**
 - iii. Recommendation from the Finance and Administrative Services Department to adopt a resolution extending the existing moratorium on establishment of new Medical Marijuana Dispensing and Growing Uses until January 1, 2012. **STAFF SOURCE: Frank Gryglewicz, Director.**
10. Public Hearing Items. (No Public Hearing Scheduled)
11. Ordinances, Resolutions and Motions
- a. Approval of Ordinances on First Reading.
 - i. Council Bill No. 29 — Recommendation by the Police Department to adopt a bill for an ordinance approving a Memorandum of Understanding with the United States Marshals Service authorizing Englewood's participation in the Adam Walsh Task Force. **STAFF SOURCE: Sam Watson, Commander.**
 - ii. Council Bill No. 30 — Recommendation by the Police Department to adopt a bill for an ordinance authorizing the Englewood Police Department to apply for and accept funding from the Office of Justice Programs Bureau of Justice Assistance, to assist with the cost of purchasing bullet proof vests. **STAFF SOURCE: Sam Watson, Commander.**

- iii. Council Bill No. 31 – Recommendation by the Community Development Department to adopt a bill for an ordinance accepting a grant from the State of Colorado Economic Development Commission to fund marketing and administration for the Arapahoe County Enterprise Zone. **STAFF SOURCE: Darren Hollingsworth, Economic Development Coordinator.**
 - iv. Council Bill No. 33 – Recommendation by the Police Department and City Prosecutor to adopt a bill for an ordinance approving a User Agreement with the Colorado Bureau of Investigation for participation in the Colorado Crime Information Center and National Crime Information Center Criminal Justice Information Systems. **STAFF SOURCE: Jeff Sanchez, Support Services Commander.**
 - b. Approval of Ordinances on Second Reading.
 - c. Resolutions and Motions.
 - i. Recommendation from the Community Development Department to approve, by motion, a request to establish June 25, 2011 as a citywide public sidewalk event. **STAFF SOURCE: Darren Hollingsworth, Economic Development Coordinator.**
 - ii. Recommendation from the Information Technology Department to approve, by motion, an agreement with CedarCrestone, Inc. to provide professional services for the Oracle R12 upgrade project. **STAFF SOURCE: Andrea Aragon, IT Project Manager.**
12. General Discussion.
 - a. Mayor's Choice.
 - b. Council Members' Choice.
13. City Manager's Report.
14. City Attorney's Report.
15. Adjournment

The following minutes were transmitted to City Council in May, 2011.

- Board of Adjustment and Appeals meeting of April 13, 2011.
- Code Enforcement Advisory Committee meeting of April 20, 2011.
- Liquor Licensing Authority Telephone Poll of May 4, 2011.
- NonEmergency Employees Retirement Board meeting of February 8, 2011.
- Planning and Zoning Commission meetings of April 19 and May 3, 2011.
- Urban Renewal Authority meeting of March 9, 2011.
- Water and Sewer Board meetings of March 8 and April 12, 2011.

Randy Egan
3145 S. Fox Street
Englewood, CO 80110

6 b

To whom it may concern:

I am requesting a hearing in opposition to Application No NWO-2010-2722-DEN (RTD Englewood).

Here are my reasons for opposition of Application No NWO-2010-2722-DEN:

1. Loss of Recreation- Little Dry Creek is a park. Arapahoe County Parcel 1971-33-4-00-083 has a current Land Use Classification of "TAXABLE PARK AND RECREATION". Existing park would be lost to asphalt surface.

2. Impact to historical sites related to the 1848 Placer Camp or The Mexican Diggings. The proposed project sits between the historical marker commemorating the Camp and the confluence with the South Platte. An archaeological site investigation should be conducted.

3. Noise pollution: The existing riparian area helps alleviate noise from light rail trains, freight trains, US-85 and other noise sources. More information is required to prove removing trees and other vegetation will not allow more noise into the park and neighborhood. More information is also needed to prove adding a raised asphalt surface will not reflect noise toward the neighborhood and park to the east. A sound-wall or a wall of trees may be required.

4. Groundwater pollution: 300 additional cars will discharge more contaminants that will drain to Little Dry Creek and the South Platte River. More details are needed on how the contaminants will be captured.

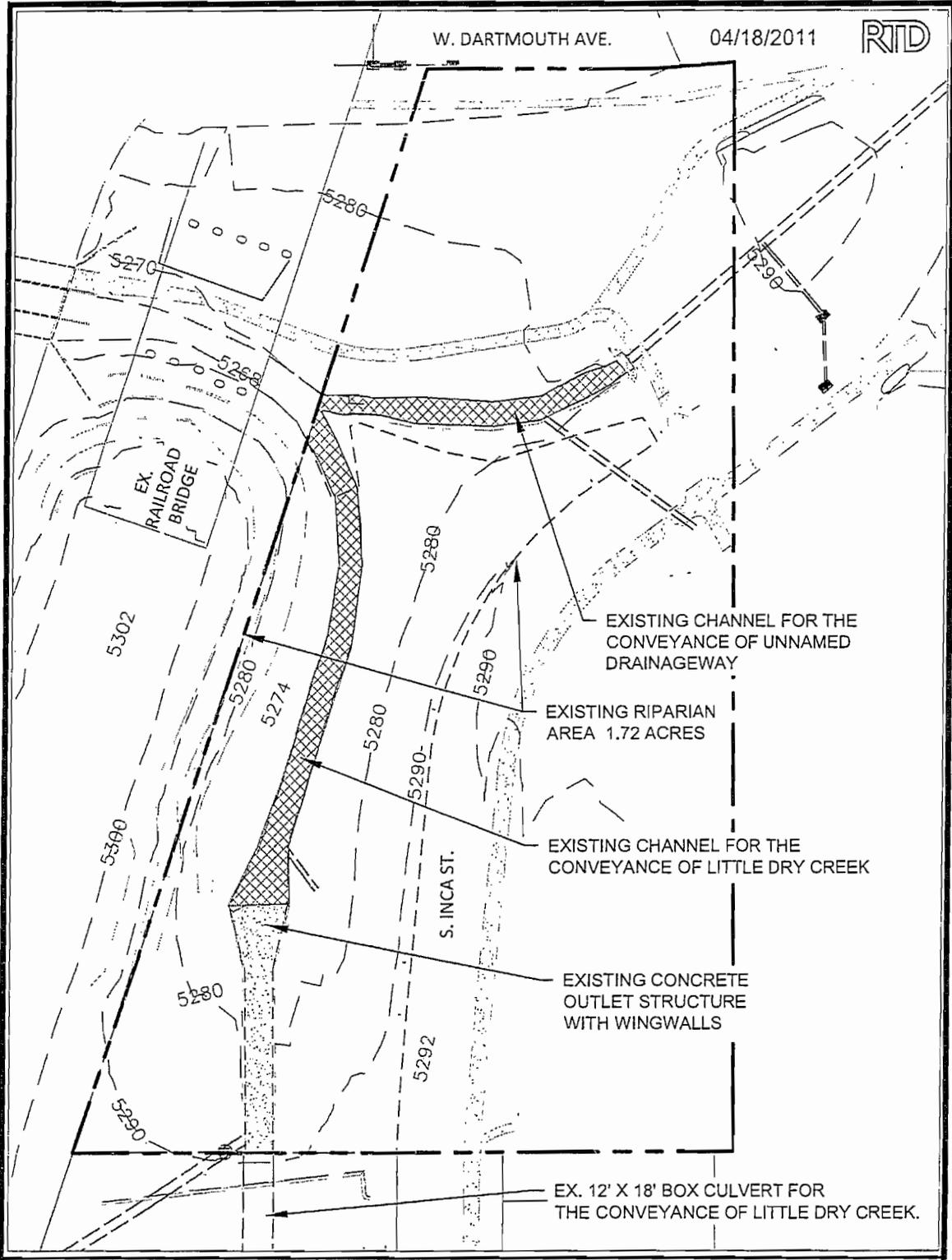
5. Light pollution - surface lighting of the parking lot could obscure western view at dusk and pollute the night sky.

6. All other options have not been pursued. The EIS provides no information about other on and offsite options which were pursued. A parking garage at the Englewood Station and a Bates Avenue stop were both promised and would alleviate parking issues in the surrounding neighborhood. Construction of a parking garage on the west side of Santa Fe and constructing a pedestrian bridge would be a better option. A pedestrian bridge could link the light rail stop to the retail and housing on the west side of Santa Fe.

7. Environmental – The existing proposal does not address non-endangered animal species or vegetation. Many trees will be removed during construction. The new plans do not indicate plans for planting of new trees. Beavers, ducks and birds often frequent the riparian area. A survey of existing vegetation should be conducted.

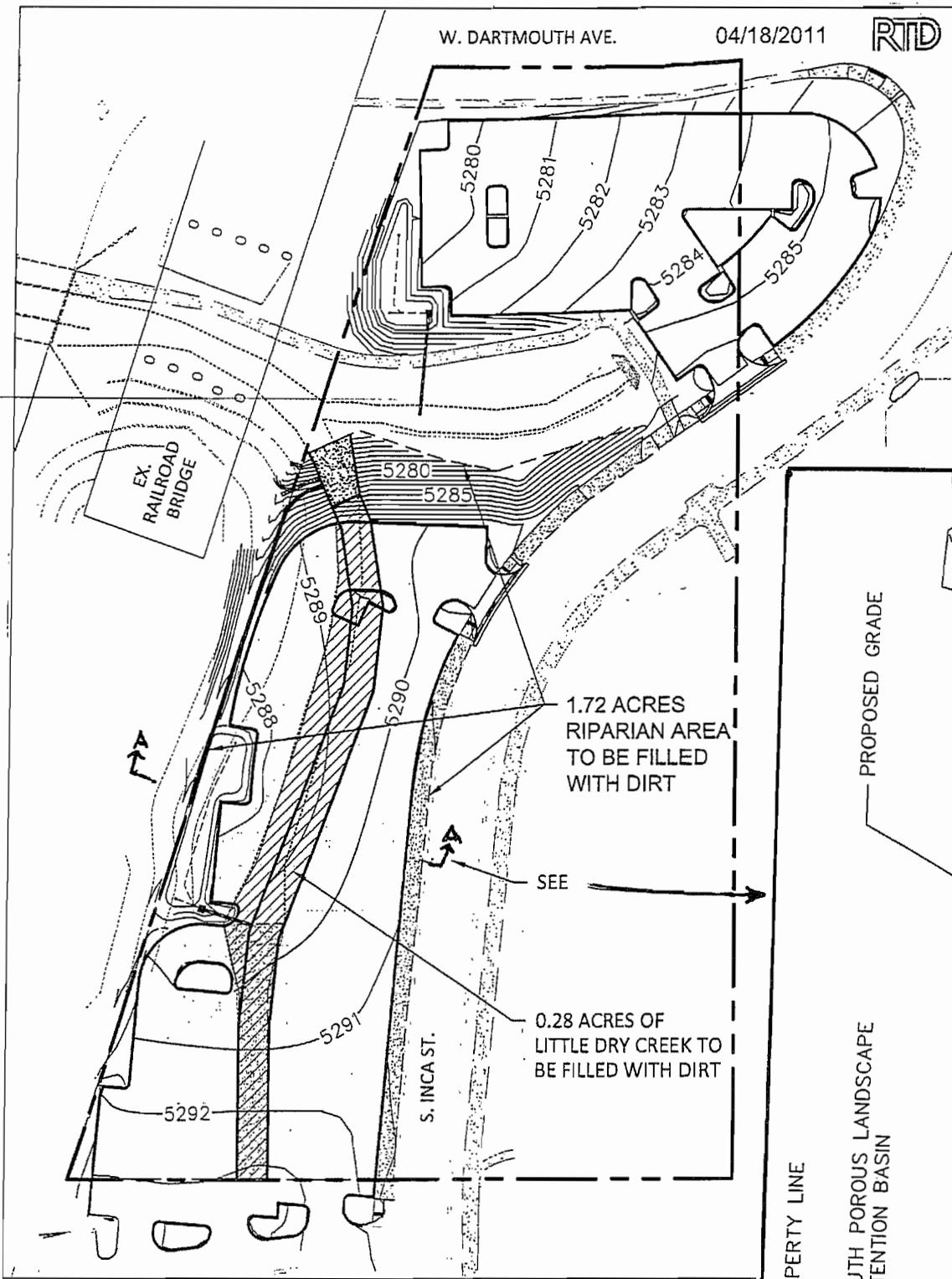
8. Logistics - The existing parking lot extends about 0.22 miles from the center of the station to the furthest parking spot. The proposed parking lot would extend 0.35 miles from the center of the station to the northeast most parking spot. If a 0.35 mile radius circle is drawn from the center of the station shows the new lot would not solve the problem that it would still be closer to park in the neighborhood, in business lots, or on the opposite side of Santa Fe than to park in the far reaches of the parking lot.

9. Hydraulic Jump vs. Stilling Basin- Not enough information is provided to analyze if a hydraulic jump is safer than a stilling basin.



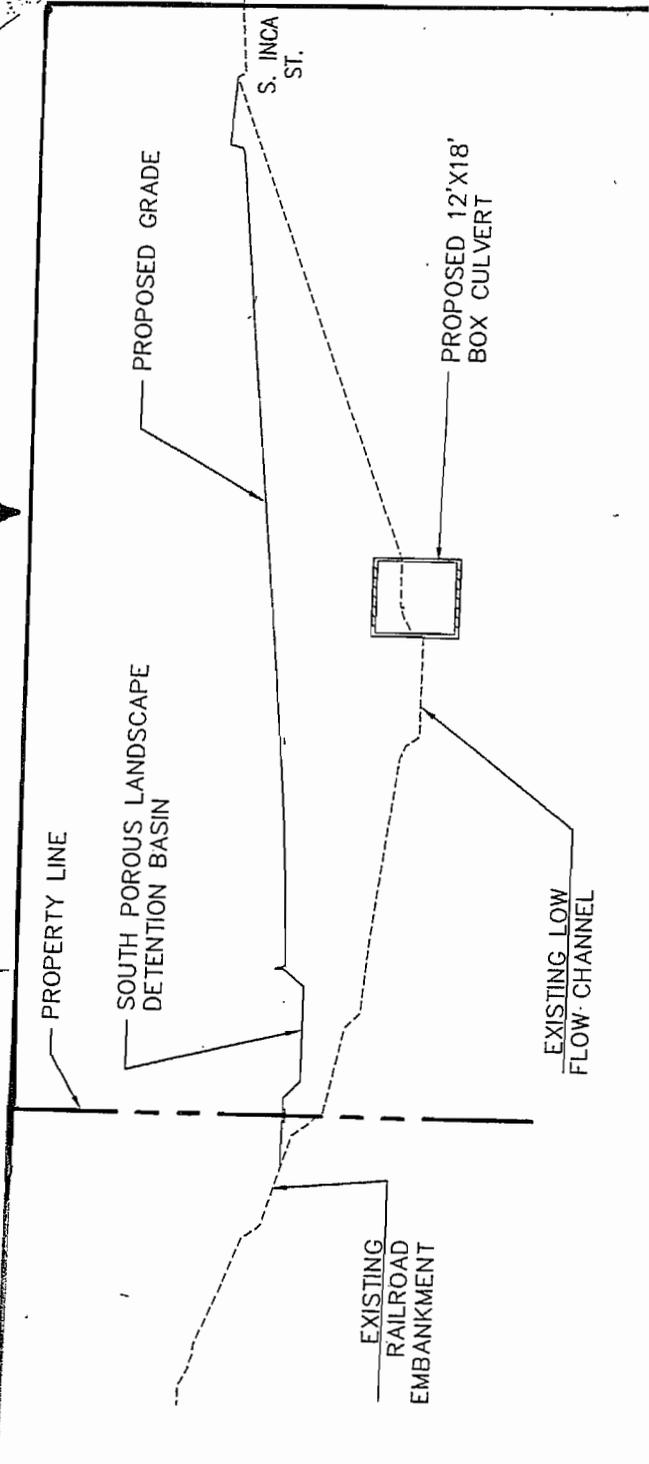
NW0-2010-2722.D
 20 April 2011
 Sheet 2 of 4

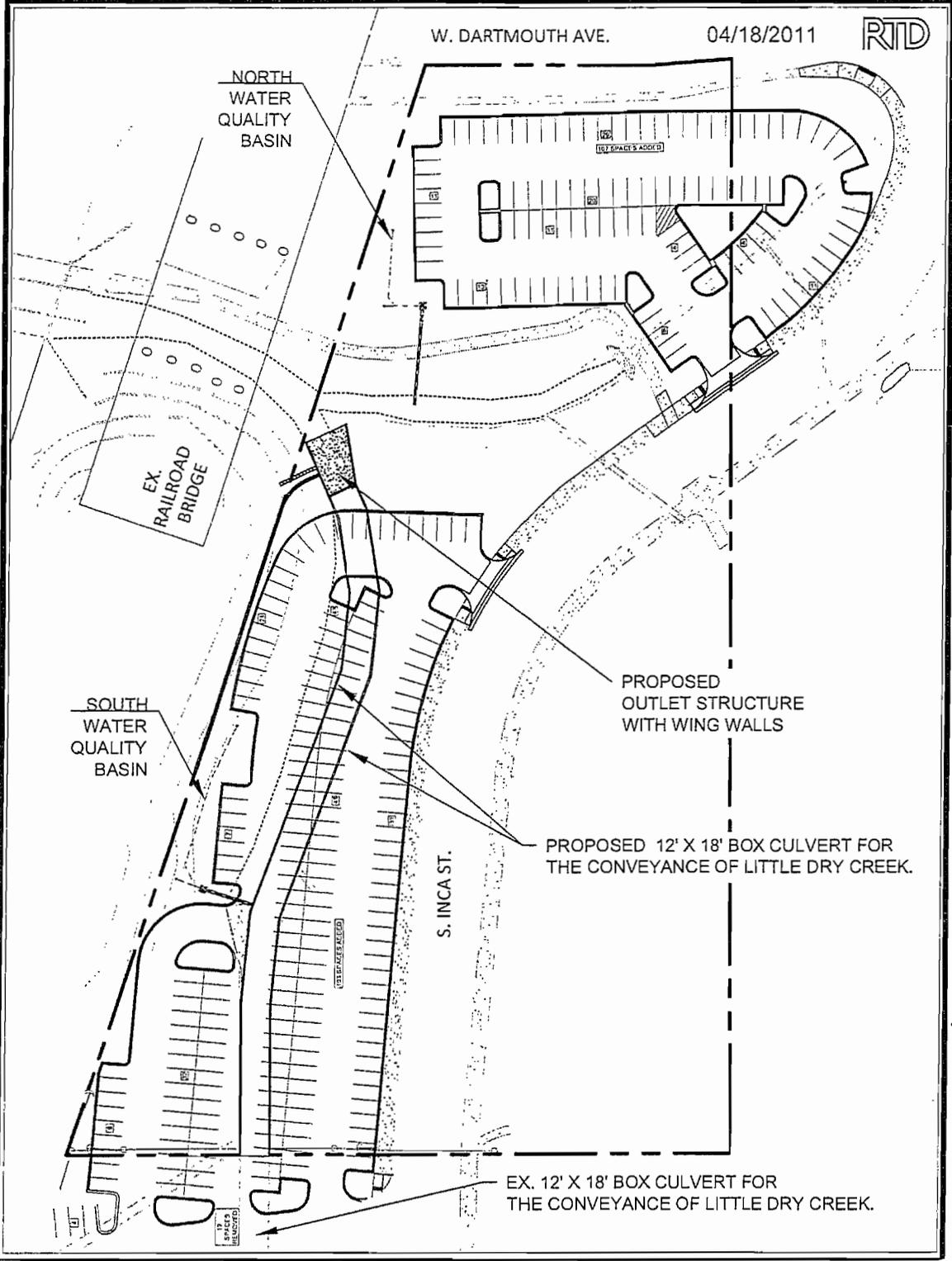
EXISTING SITE CONDITIONS



PROPOSED IMPACTS

NW0-2010-2732-DEN
 20 APRIL 2011
 Sheet 3 of 4





W. DARTMOUTH AVE.

04/18/2011



NORTH
WATER
QUALITY
BASIN

EX.
RAILROAD
BRIDGE

SOUTH
WATER
QUALITY
BASIN

PROPOSED
OUTLET STRUCTURE
WITH WING WALLS

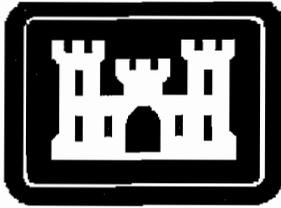
PROPOSED 12' X 18' BOX CULVERT FOR
THE CONVEYANCE OF LITTLE DRY CREEK.

S. INCA ST.

EX. 12' X 18' BOX CULVERT FOR
THE CONVEYANCE OF LITTLE DRY CREEK.

NW0-2010-2722-DE1
20 APRIL 2011
Sheet 4 of 4

PROPOSED SITE CONDITIONS



PUBLIC NOTICE

Application No: NWO-2010-2722-DEN
Applicant: Regional Transportation District

Waterway: Little Dry Creek

**US Army Corps
Engineers
Omaha District**

Issue Date: April 25, 2011
Expiration Date: May 25, 2011

REPLY TO:

Denver Regulatory Office
9307 South Wadsworth Boulevard
Littleton, CO 80128-6901
FAX (303) 979-0602

30 DAY NOTICE

PUBLIC NOTICE FOR PERMIT APPLICATION SUBMITTED TO U.S. ARMY CORPS OF ENGINEERS

The District Engineer, U.S. Army Engineer District, Omaha, Nebraska is evaluating a Department of the Army (DA) permit application from **Regional Transportation District (RTD), c/o Mr. Bill Van Meter, 1560 Broadway, Suite 700, Denver, Colorado, 80202**. Permits are issued under Section 404 of the Clean Water Act (Section 404) which regulates the discharge of dredged or fill material in the nation's waters.

The applicant is requesting authorization to excavate and place 254 cubic yards of clean fill material into 0.28 acre of Little Dry Creek and 1.72 acres of riparian acres to expand an existing parking lot an additional 281 spaces over a 3.6 acre parcel. The project is located in Little Dry Creek at 840 W. Dartmouth Avenue, Englewood, Colorado in **Section 33, Township 4 South, Range 68 West, Arapahoe County, Colorado**. The location and project details are shown on the attached drawings in four (4) Sheets dated April 20, 2011.

History and Purpose

According to the applicant, basic project purpose is to provide additional parking at the Englewood Station for the users of the RTD Southwest Corridor Light Rail. The current parking demand exceeds the capacity of the existing lots, which has led to illegal parking and numerous complaints from the surrounding neighborhoods. Negotiations to lease additional spaces are ongoing, but even if all available were secured, the demand will still outpace the demand. The overall project purpose is to add 281 additional parking spaces to the Park-n-Ride.

Project Description

Little Dry Creek traverses through the project site for approximately 470 feet, 155 feet of which is in an open concrete-lined outfall structure with the remainder confined by a rock-lined channel. The project consists of constructing a 430-foot-long cast-in-place 18' wide by 12' high reinforced concrete box culvert with a wing wall 38-feet-long and 12-feet-high at the proposed discharge of the box culvert. Short retaining walls will be constructed at the end of the wing wall to make the transition to existing grade. Since there are no on-site opportunities for mitigation of these impacts,

RTD proposes the purchase of wetland mitigation bank credits (Middle South Platte Wetlands Mitigation Bank) for the upland buffer at a ratio of 1:4 or 0.44 acres of mitigation credit for 1.75 acres of riparian impact.

The current outfall discharges into an open, ten-foot-deep stilling basin and constitutes a public safety hazard. The proposed culvert design will create a hydraulic jump to dissipate energy and reduce velocity within the culvert itself, and will discharge Little Dry Creek flow in a manner that will be the same as the pre-project locations, rate and water surface elevation. As such, it eliminates the need for having a stilling basin outside the parking lot boundary and minimizes the impact to the channel of Little Dry Creek as it results in a smaller culvert footprint. This project resulted from an extensive search for alternative solutions on-site and off-site which are available for review if desired.

The source of fill material for this project has not been identified. Before construction can commence, the applicant will have to identify the source which will be evaluated by this office prior to the start of construction.

Wetland Impacts

The project is expected to impact approximately 0.28 acre of Little Dry Creek and 1.72 acres of riparian acres and mitigation is proposed to be sought at the Middle South Platte Wetlands Mitigation Bank.

The Colorado Department of Public Health and Environment, WQCD-GWPS-B2, 4300 Cherry Creek Drive South, Denver, Colorado 80222-1530, will review the proposed project for state certification in accordance with the provisions of Section 401 of the Clean Water Act. The certification, if issued, will express the State's opinion that the operations undertaken by the applicant will not result in a violation of applicable water quality standards. For further information, please contact the Colorado Water Quality Control Division, (303) 692-3500.

In compliance with the Endangered Species Act, a preliminary determination has been made that the described work will not affect species designated as threatened or endangered or adversely affect critical habitat. In order to complete our evaluation of this activity, comments are solicited from the U.S. Fish and Wildlife Service and other interested agencies and individuals.

The Corps of Engineers, Omaha District will comply with the National Historic Preservation Act of 1966, and amendments and the procedures set forth in 33 CFR 325, Appendix C. We are checking the National Register of Historic Places, and any available site database information, for known National Register sites in the vicinity. We will evaluate input by the State Historic Preservation Office, Tribes, and the public in response to this public notice, and we may conduct or require a survey of the permit area to check for unknown historic or prehistoric properties, if warranted.

The decision whether to issue a permit will be based on an evaluation of the probable impacts, including cumulative impacts of the proposed activity on the public interest. That decision will reflect the national concern for both protection and utilization of important resources. The benefits which reasonably may be expected to accrue from the proposal must be balanced against the reasonably foreseeable detriments. All factors which may be relevant to the proposal will be

considered including the cumulative effects thereof; among those are conservation, economics, aesthetics, wetlands, fish and wildlife values, flood hazards, floodplain values, land use, navigation, shoreline erosion and accretion, recreation, water supply and conservation, energy needs, safety, food and fiber production, mineral needs, considerations of property ownership and, in general, the needs and welfare of the people. In addition, the evaluation of the impact of the work on the public interest will include application of the guidelines promulgated by the Administrator, Environmental Protection Agency, under authority of Section 404(b) of the Clean Water Act (40 C.F.R. Part 230).

The Corps of Engineers is soliciting written comments from the public; Federal, state and local agencies and officials; Indian Tribes; and other interested parties in order to consider and evaluate the impacts of this proposed activity. Any comments received will be considered by the Corps of Engineers to determine whether to issue, modify, condition or deny a permit for this proposal. To make this decision, comments are used to assess impacts on endangered species, historic properties, water quality, general environmental effects, and other public interest factors listed above. Comments are used in the preparation of an Environmental Assessment and/or an Environmental Impact Statement pursuant to the National Environmental Policy Act. Comments are also used to determine the need for a public hearing and to determine the overall public interest of the proposed activity.

Comments, both favorable and unfavorable, will be accepted, made a part of the record and will receive full consideration in subsequent actions on this application. Any agency or individual having an objection to the work should identify it as an objection with clear and specific reasons. All replies to the public notice should be sent to the **U. S. Army Corps of Engineers, Denver Regulatory Office, 9307 South Wadsworth Boulevard, Littleton, Colorado, 80128-6901**. For additional information please contact **Ms. Margaret Langworthy at (303) 979-4120, extension 107, or e-mail at margaret.k.langworthy@usace.army.mil or visit the Denver Regulatory Office web site at:**

<https://www.nwo.usace.army.mil/html/od-fl/tri-lakes.html>

The District Engineer will consider requests for holding a public hearing, for the purpose of gathering additional information. Before the expiration date of this notice, anyone may request, in writing, that a public hearing be held. Requests for a public hearing should state specifically the reasons for holding a public hearing, and what additional information would be obtained. Should the District Engineer decide that additional information is required and a public hearing should be held, interested parties will be notified of the date, time and location.

Comments received after the close of business on the expiration date of this public notice will not be considered.

Diane Ostmeyer
4330 South Galapago Street
Englewood, Colorado 80110
kiwikans@msn.com
(303) 781-2756

May 12, 2011

Mr. James Woodward, Mayor and Council Liaison
City of Englewood
1000 Englewood Parkway
Englewood, Colorado 80110



Re: Resignation as Alternate Commissioner
Englewood Housing Authority

Dear Jim,

Effective today, please accept my resignation as Alternate Commissioner on the Englewood Housing Authority. I have thoroughly enjoyed the past two years serving as Alternate, and I have tremendous respect and admiration for the Commission and the employees of EHA. However, I have accepted a part-time position with EHA, and due to conflict of interest concerns, I must resign.

Thank you so much for appointing me two years ago. Your confidence in my abilities is appreciated. Please pass my best wishes on to the Commission, and please contact me if you have any questions or need additional information.

Best regards

Diane

Cc: Bev Bradshaw, Chair
Englewood Housing Authority Commission
5165 S. Elati Drive
Englewood, CO 80110

Dawn Shepherd, Executive Director/504 Coordinator
Englewood Housing Authority
3460 S. Sherman Street, No. 101
Englewood, CO 80113

Sent: Thursday, May 19, 2011 9:39 PM
To: Audra Kirk
Subject: Re: Resignation

To Whom it May Concern,

It is with great regret that I must resign as a commissioner of the Keep Englewood Beautiful Commission. I commend the city of Englewood for allowing and encouraging its residents to contribute to the city and community by participating in boards and commissions for the city. This experience has been a delight to participate in. Thank you for the opportunities I have joined in by being a part of the KEB. The Council member assigned to the KEB, the staff liaison, and the other commissioners are some of Englewood's finest and I commend them for their time and efforts they put into making Englewood a fantastic place to live in. Thank you again for this wonderful opportunity!

Sincerely,

Brett P. East



PROCLAMATION

WHEREAS, during Spring 2011, the South Broadway Englewood BID embarked on a branding and marketing campaign to bring awareness to the Englewood downtown district; and

WHEREAS, the South Broadway BID is now referred to as “The South Broadway Mile”; and

WHEREAS, more than 150 independent businesses comprise The South Broadway Mile at the heart of the Englewood historical shopping and dining district;

WHEREAS, small businesses account for a significant share of the Colorado’s economic production and hiring; and

WHEREAS, Colorado is among the top three states for the most small businesses per 100,000 people; and

WHEREAS, the business and property owners on The South Broadway Mile are an important part of the Englewood business community; and

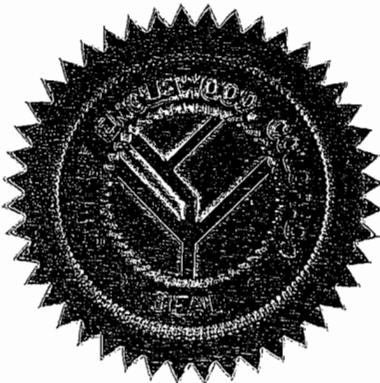
WHEREAS, The South Broadway Mile is launching a new community event, “Englewood Eats & Beats” on June 25, 2011 to celebrate the South Broadway Englewood business community;

NOW THEREFORE, I, James K. Woodward, Mayor of the City of Englewood, Colorado, do hereby proclaim the week of **June 19th – 25th, 2011** as:

SOUTH BROADWAY MILE WEEK

in the City of Englewood, Colorado. I urge all citizens in our community to become aware of the community and economic contributions made by the independent business and property owners of The South Broadway Mile.

GIVEN under my hand and seal this 6th day of June, 2011.



James K. Woodward, Mayor

COUNCIL COMMUNICATION

Date: June 6, 2011	Agenda Item: 9 c i	Subject: Establishing Fees for Various Medical Marijuana Licenses
Initiated By: Department of Finance and Administrative Services		Staff Source: Frank Gryglewicz, Director

COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

On August 17, 2009 City Council approved Ordinance No. 34, establishing a temporary suspension or moratorium on Medical Marijuana Primary Caregivers until licensing and zoning regulations could be put into place. This moratorium was set to expire on February 17, 2010.

On October 5, 2009 City Council approved Ordinance No. 41. This ordinance amends Title 5 of the Englewood Municipal Code to include licensing for Medical Marijuana Primary Caregivers.

On January 4, 2010, City Council approved Ordinance No. 5, extending the temporary suspension or moratorium on the establishment of new Medical Marijuana dispensing and growing uses. This moratorium was set to expire on June 17, 2010.

On May 3, 2010 City Council approved Ordinance No. 14, extending the moratorium on the establishment of new Medical Marijuana dispensing and growing uses. This moratorium was set to expire on October 19, 2010.

On August 2, 2010 City Council approved Ordinance No. 30, extending the existing temporary suspension or moratorium on the establishment of new Medical Marijuana dispensing and growing uses. This moratorium expires on July 1, 2011.

On September 13, 2010 City Council discussed zoning and licensing requirements for Medical Marijuana uses. A consensus was reached regarding spacing requirements.

On April 11, 2011, City Council approved Council Bill 19, Series of 2011 which addressed a variety of issues surrounding Medical Marijuana, including distancing, adding "Medical Marijuana" to Local Liquor Licensing Authority, eliminated Title 5, Chapter 22 of EMC and adopted new licensing procedures.

On April 18, 2011, City Council held a public hearing to gather input from the public regarding the changes to the Englewood Municipal Code that were proposed in Council Bill 19, Series of 2011.

On May 2, 2011, City Council passed on second reading Council Bill 19.

At the May 23, 2011 Study Session, City Council directed staff to prepare a resolution setting fees for Medical Marijuana related licensing.

RECOMMENDED ACTION

Applications for Medical Marijuana establishments will be processed by the Local Liquor and Medical Marijuana Authority after the applications are approved by the State of Colorado.

There are three basic licenses that can be issued: Medical Marijuana Centers, Medical Marijuana-Infused Products Manufacturers, and Optional Premises Cultivation Operations.

Staff recommends City Council approve the following license fees.

Application Fee for New license:

Medical Marijuana Center	\$1,000.00
Optional Premises Cultivation License	\$1,000.00
Medical Marijuana - Infused Products Manufacturer	\$1,000.00

Application fee Transfer of Ownership:

Medical Marijuana Center	\$1,000.00
Optional Premises Cultivation License	\$1,000.00
Medical Marijuana - Infused Products Manufacturer	\$1,000.00

Annual Renewal Application Fee	\$1,000.00
Change of Ownership	\$1,000.00
Change of Location	\$1,000.00
Change of Trade name/Corporate name	\$100.00
Corp/LLC Change (per person)	\$100.00
Late Renewal Application Fee	\$500.00
Modification of Premises	\$100.00
Fingerprint (per person) (Either the State or the City will do - not both)	\$38.50

FINANCIAL IMPACT

The proposed fees are expected to offset the staff time required to administer these licenses. The fees will be reviewed periodically and if necessary staff will request that Council adjust fees accordingly.

LIST OF ATTACHMENTS

Proposed resolution

RESOLUTION NO. _____
SERIES OF 2011

A RESOLUTION ESTABLISHING THE CITY OF ENGLEWOOD, COLORADO LICENSE FEES FOR MEDICAL MARIJUANA LICENSES.

WHEREAS, the City Council of the City of Englewood established a temporary suspension or moratorium on Medical Marijuana Primary Caregivers until licensing and zoning regulations could be put into place with the passage of Ordinance No. 34, Series of 2009; and

WHEREAS, the Englewood City Council amended Title 5 of the Englewood Municipal Code (EMC) to include licensing for Medical Marijuana Primary Caregivers with the passage of Ordinance No. 41, Series of 2009; and

WHEREAS, the Englewood City Council extended the temporary suspension or moratorium on the establishment of new Medical Marijuana dispensing and growing uses with the passage of Ordinance No. 5, Series of 2010; and

WHEREAS, the Englewood City Council extended the temporary suspension or moratorium on the establishment of new Medical Marijuana dispensing and growing uses with the passage of Ordinance No. 14, Series of 2010; and

WHEREAS, the Englewood City Council extended the existing temporary suspension or moratorium on the establishment of new Medical Marijuana dispensing and growing uses with the passage of Ordinance No. 30, Series of 2010; and

WHEREAS, the Englewood City Council held a Public Hearing regarding Council Bill No. 19, Series 2011 on April 18, 2011; and

WHEREAS, the Englewood City Council addressed a variety of issues surrounding Medical Marijuana, including distancing, adding "Medical Marijuana" to Local Liquor Licensing Authority, eliminated Title 5, Chapter 22 of the Englewood Municipal Code and adopted new licensing procedures with the passage of Ordinance No. 27, Series of 2011;

NOW, THEREFORE, BE IT RESOLVED 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 setting of the City's Medical Marijuana Licenses Fees, as follows:

- A. Applications for Medical Marijuana establishments will be processed by the Local Liquor and Medical Marijuana Licensing Authority after the applications are approved by the State of Colorado, until the State moratorium expires. After that date, the Local Liquor and Medical Marijuana Licensing Authority will process new applications first and then send approved applications to the State for approval.

B. There are three basic licenses that can be issued: Medical Marijuana Centers, Medical Marijuana-Infused Products Manufacturers, and Optional Premises Cultivation Operations.

Medical Marijuana License Fees.

Application fees for licenses shall be payable to the City of Englewood as follows:

1. Application Fee for New license:

Medical Marijuana Center	\$1,000.00
Optional Premises Cultivation License	\$1,000.00
Medical Marijuana – Infused Products Manufacturer	\$1,000.00

2. Application Fee for Transfer of Ownership:

Medical Marijuana Center	\$1,000.00
Optional Premises Cultivation License	\$1,000.00
Medical Marijuana – Infused Products Manufacturer	\$1,000.00

3. Annual Renewal Application Fee of existing license:

Annual Renewal Application Fee	\$1,000.00
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4. Change of Ownership Fee:

Change of Ownership Fee	\$1,000.00
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5. Change of Location of existing license:

Change of Location Fee	\$1,000.00
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6. Change of Trade name/Corporate name for existing license:

Change of Trade name/Corporate name	\$ 100.00
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7. Change of Corporate/LLC Structure for existing license:

Change of Corporate/LLC Structure (per person)	\$ 100.00
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8. Late fee for renewal applications filed within ninety (90) days after the expiration date:

Late Renewal Application Fee	\$ 500.00
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9. Modification of Premises for existing license:

Modification of Premises	\$ 100.00
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10. Fingerprint Fee:

Fingerprint Fee (per person)	\$ 38.50
Either the State or the City will do – not both	

These fees shall be in addition to any annual fees imposed by the State.

ADOPTED AND APPROVED this 6th day of June, 2011.

ATTEST:

James K. Woodward, 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 2011.

Loucrishia A. Ellis, City Clerk

COUNCIL COMMUNICATION

Date: June 6, 2011	Agenda Item: 9 c ii	Subject: Transfer of Funds from the General Fund to the Neighborhood Stabilization Program (NSP) and Authorize Additional Reimbursements
Initiated By: Finance and Administrative Services Department		Staff Source: Frank Gryglewicz, Director

COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

City Council has made it a long-standing goal to improve the housing stock of the City of Englewood.

City Council discussed this topic at the May 16, 2011 Study Session and directed staff to prepare a resolution transferring funds and authorizing other reimbursements and transfers to rehabilitate and sell properties under the NSP. The proceeds of these sales will reimburse the Long Term Asset Reserve.

RECOMMENDED ACTION

Staff recommends that Council approve the transfer of \$52,814.63 from the General Fund to Fund 11. Also, staff recommends allowing Fund 11 to retain future Project Delivery costs (backed by timesheets) and allow Fund 46 to cover NSP project expenditures pending reimbursement by the NSP drawdown from the State of Colorado or from program income from the sale of properties.

BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

During the 2010 audit, the auditors noted that funds were reimbursed to Fund 11 based on timesheets originating in the General Fund. The auditors had the City move the funds from Fund 11 to the General Fund. These funds are needed to complete the NSP project and the following will move the necessary funds back to Fund 11.

SOURCES AND USES OF FUNDS:

GENERAL FUND:

SOURCE OF FUNDS:

Unreserved/Undesignated Fund Balance \$52,814.63

USE OF FUNDS:

Transfer to Fund 11 (NSP) \$52,814.63

FUND 11 (NSP):

SOURCE OF FUNDS:

Transfer In from the General Fund \$52,814.63

USE OF FUNDS:

Project Costs \$52,814.63

Staff requests Council authorize all future Project Delivery costs reimbursed by the Colorado Department of Housing (CDOH) and backed up by staff timesheets remain in Fund 11. This action will help insure Fund 11 can repay the Long Term Asset Reserve in the future.

Staff also requests Council authorize Fund 46 to cover project expenses pending reimbursement either by NSP, draws from the State of Colorado, or by the use of program income from the sale of properties.

At the end of the project, staff will request Council transfer any remaining funds in Fund 11 to Fund 46.

FINANCIAL IMPACT

This action will reduce the General Fund's unreserved/undesignated balance by \$52,814.63.

LIST OF ATTACHMENTS

Proposed Resolution

RESOLUTION NO. _____
SERIES OF 2011

A RESOLUTION TRANSFERRING FUNDS FROM THE GENERAL FUND TO THE
NEIGHBORHOOD STABILIZATION PROGRAM (NSP) AND AUTHORIZING
ADDITIONAL REIMBURSEMENTS.

WHEREAS, the Englewood City Council has made it a long-standing goal to improve the housing stock of the City of Englewood; and

WHEREAS, the City Council discussed this topic in May 2011 and directed staff to prepare a resolution transferring funds and authorizing other reimbursements and transfers to rehabilitate and sell properties under the Neighborhood Stabilization Program (NSP) and the proceeds of these sales to reimburse the Long Term Asset Reserve (LTAR); and

WHEREAS, during the 2010 audit, the auditors noted that funds were reimbursed to Fund 11 originating in the General Fund; and

WHEREAS, the auditors had the City move the funds from Fund 11 to the General Fund; and

WHEREAS, these funds are needed to complete the Neighborhood Stabilization Program (NSP) project which requires the moving the necessary funds back to Fund 11, by the passage of this Resolution;

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

Section 1. The City Council of the City of Englewood, Colorado supports the transfer of funds from various funds to the General Fund, as follows:

GENERAL FUND

SOURCE OF FUNDS:

Unreserved/Undesignated Fund Balance \$52,814.63

USE OF FUNDS:

Transfer to Fund 11 (NSP) \$52,814.63

FUND 11 (NSP)

SOURCE OF FUNDS:

Transfer in from the General Fund \$52,814.63

USE OF FUNDS:

Project Costs \$52,814.63

Section 2. The Englewood City Council hereby authorizes all future Project Delivery costs reimbursed by the Colorado Department of Housing (CDOH) and backed up by staff timesheets remain in Fund 11. This action will help insure Fund 11 can repay the Long Term Asset Reserve in the future.

Section 3. The Englewood City Council hereby authorizes Fund 46 to cover project expenses pending reimbursement either by NSP, draws from the State of Colorado, or by the use of program income from the sale of properties.

ADOPTED AND APPROVED this 6th day of June, 2011.

ATTEST:

James K. Woodward, 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 2011.

Loucrishia A. Ellis, City Clerk

COUNCIL COMMUNICATION

Date: June 6, 2011	Agenda Item: 9 c iii	Subject: Extending an Existing Temporary Suspension or Moratorium on the Establishment of New Medical Marijuana Dispensing and Growing Uses until January 1, 2012
Initiated By: Department of Finance and Administrative Services		Staff Source: Frank Gryglewicz, Director

COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

On August 17, 2009 City Council approved Ordinance No. 34, establishing a temporary suspension or moratorium on Medical Marijuana Primary Caregivers until licensing and zoning regulations could be put into place. This moratorium was set to expire on February 17, 2010.

On October 5, 2009 City Council approved Ordinance No. 41. This ordinance amends Title 5 of the Englewood Municipal Code to include licensing for Medical Marijuana Primary Caregivers.

On January 4, 2010, City Council approved Ordinance No. 5, extending the temporary suspension or moratorium on the establishment of new Medical Marijuana dispensing and growing uses. This moratorium was set to expire on June 17, 2010.

On May 3, 2010 City Council approved Ordinance No. 14, extending the moratorium on the establishment of new Medical Marijuana dispensing and growing uses. This moratorium was set to expire on October 19, 2010.

On August 2, 2010 City Council approved Ordinance No. 30, extending the existing temporary suspension or moratorium on the establishment of new Medical Marijuana dispensing and growing uses. This moratorium expires on July 1, 2011.

On September 13, 2010 City Council discussed zoning and licensing requirements for Medical Marijuana uses. A consensus was reached regarding spacing requirements.

On April 11, 2011, City Council approved Council Bill 19, Series of 2011 which addressed a variety of issues surrounding Medical Marijuana, including distancing, adding "Medical Marijuana" to Local Liquor Licensing Authority, eliminated Title 5, Chapter 22 of EMC and adopted new licensing procedures.

On April 18, 2011, City Council held a public hearing to gather input from the public regarding the changes to the Englewood Municipal Code that were proposed in Council Bill 19, Series of 2011.

On May 2, 2011, City Council passed on second reading Council Bill 19.

On May 10, 2011 House Bill 11-1043 was adopted extending the State's Moratorium until June 30, 2012.

At the May 23, 2011 Study Session, City Council directed staff to prepare a resolution setting fees for Medical Marijuana related licensing and extending the existing moratorium another six months.

RECOMMENDED ACTION

City Staff recommends City Council extend the existing moratorium six months on the establishment of new Medical Marijuana Dispensing and Growing Uses until January 1, 2012.

BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

The City of Englewood is extending its ongoing moratorium to coincide with actions taken by the State of Colorado to extend their moratorium.

FINANCIAL IMPACT

There should not be a significant financial impact on the City of Englewood by extending the moratorium six months.

LIST OF ATTACHMENTS

Proposed Resolution

RESOLUTION NO. _____
SERIES OF 2011

A RESOLUTION EXTENDING AN EXISTING TEMPORARY SUSPENSION OR MORATORIUM ON THE ESTABLISHMENT OF NEW MEDICAL MARIJUANA DISPENSING AND GROWING USES UNTIL JANUARY 1, 2012.

WHEREAS, the City Council of the City of Englewood, Colorado approved Ordinance No. 34, Series of 2009, establishing a temporary suspension or moratorium on Medical Marijuana Primary Caregivers until licensing and zoning regulations could be put into place; expiring on February 17, 2010; and

WHEREAS, the Englewood City Council approved Ordinance No. 41, Series of 2009, amending Title 5 of the Englewood Municipal Code to include licensing for Medical Marijuana Primary Caregivers; and

WHEREAS, the Englewood City Council approved various ordinances extending the temporary suspension or moratorium on the establishment of new Medical Marijuana dispensing and growing uses, which will expire on July 1, 2011; and

WHEREAS, the State of Colorado has passed legislation relating to the State Licensing of Medical Marijuana dispensing and growing uses which must be coordinated with the City's licensing procedures; and

WHEREAS, the Englewood City Council approved Ordinance No. 27, Series of 2011, which addressed a variety of issues surrounding Medical Marijuana, including distancing, adding "Medical Marijuana" to Local Liquor Licensing Authority, eliminated Title 5, Chapter 22 of the Englewood Municipal Code and adopted new licensing procedures; and

WHEREAS, with the passage of Ordinance No. 27, Series of 2011, the Englewood City Council directed staff to prepare a resolution setting fees for Medical Marijuana related licensing and extending the existing moratorium for another six months, expiring January 1, 2012;

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

Section 1. The City Council of the City of Englewood, Colorado recommends the City Manager extend the temporary extension or moratorium on the establishment of new medical marijuana dispensing and growing uses until January 1, 2012.

Section 2. Said temporary extension or moratorium shall be for any medical marijuana dispensing and growing uses within the City of Englewood not in operation by August 17, 2009.

Section 3. The City Council finds the provisions of this Resolution are temporary in nature and are intended to be replaced by subsequent legislative enactment so that the temporary extension or moratorium as specified in this Resolution shall terminate on January 1, 2012.

ADOPTED AND APPROVED this 6th day of June, 2011.

ATTEST:

James K. Woodward, 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 2011.

Loucrishia A. Ellis, City Clerk

COUNCIL COMMUNICATION

Date: June 6, 2011	Agenda Item: 11 a i	Subject: Adam Wash Task Force Memorandum of Understanding
Initiated By: Police Department		Staff Source: Sam Watson, Commander

COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

In 2010, the Englewood City Council approved to adopt a bill for an ordinance authorizing the Police Department to assist the Adam Walsh Task Force.

RECOMMENDED ACTION

The Police Department is recommending that City Council adopt a bill for an ordinance authorizing the Chief of Police to sign a Memorandum of Understanding with the Adam Walsh Task Force.

BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

This Memorandum of Understanding is entered into by the participating law enforcement agency and the United States Marshals Service (USMS), District of Colorado for the purposes of participating in the Adam Walsh Task Force – Colorado. This is a multi agency-task force focusing on the identification, investigation, location and apprehension of non-compliant sex offenders for possible State or Federal prosecutions under the authority and umbrella of the High Intensity Drug Trafficking Area (H.I.D.T.A.), Fugitive Location and Apprehension Group (F.L.A.G.) Task Force. A signed Memorandum of Understanding is required by the Adam Walsh Task in order for the Englewood Police Department to assist them while conducting investigations within the City of Englewood.

FINANCIAL IMPACT

N/A

LIST OF ATTACHMENTS

Bill for an Ordinance

BY AUTHORITY

ORDINANCE NO. _____
SERIES OF 2011

COUNCIL BILL NO. 29
INTRODUCED BY COUNCIL
MEMBER _____

A BILL FOR

AN ORDINANCE AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT ENTITLED "MEMORANDUM OF UNDERSTANDING – U.S. MARSHALS SERVICE, DISTRICT OF COLORADO, COLORADO FUGITIVE LOCATION AND APPREHENSION GROUP (FLAG)" BETWEEN THE CITY OF ENGLEWOOD, COLORADO AND THE UNITED STATES MARSHALS SERVICE (USMS), DISTRICT OF COLORADO FOR THE PURPOSES OF PARTICIPATING IN THE ADAM WALSH TASK FORCE-COLORADO.

WHEREAS, this MOU is entered into by the Englewood Police Department and the United States Marshals Service (USMS) pursuant to 28 U.S.C. Section 566(e)(1)(B), as set forth in the Presidential Threat Protection Act of 2000 and directed by the Attorney General; and

WHEREAS, USMS has been granted authority to direct and coordinate permanent Regional Fugitive Task Forces consisting of Federal, state, and local law enforcement authorities for the purpose of locating and apprehending fugitives; and

WHEREAS, this is a multi-agency task force focusing on the identification, investigation, location and apprehension of non-compliant sex offenders for possible state or federal prosecutions under the authority and umbrella the Fugitive Location and Apprehension Group Task Force (FLAG) and the Englewood Police Department; and

WHEREAS, the Memorandum of Understanding (MOU) brings the Adam Walsh member agencies under the management umbrella of the Colorado FLAG task force operations, through the use of the standardized MOU; and

WHEREAS, this MOU is required by the Adam Walsh Task Force in order for the Englewood Police Department to assist them while conducting investigations within the City of Englewood, Colorado; and

WHEREAS, the Englewood City Council has previously authorized an IGA relating to the Adam Walsh Task Force - Colorado with the passage of Ordinance No. 33, Series of 2009;

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 accepts and approves the "Memorandum of Understanding – U.S. Marshals Service, District of Colorado, Colorado Fugitive Location and Apprehension Group (FLAG)", attached hereto as Exhibit A.

Section 2. The Mayor is authorized to execute the MOU for and on behalf of the City of Englewood, Colorado.

Introduced, read in full, and passed on first reading on the 6th day of June, 2011.

Published by Title as a Bill for an Ordinance in the City's official newspaper on the 10th day of June, 2011.

Published as a Bill for an Ordinance on the City's official website beginning on the 8th day of June, 2011 for thirty (30) days.

James K. Woodward, Mayor

ATTEST:

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 6th day of June, 2011.

Loucrishia A. Ellis

MEMORANDUM OF UNDERSTANDING

U. S. Marshals Service, District of Colorado Colorado Fugitive Location and Apprehension Group (FLAG)

PARTIES AND AUTHORITY:

This Memorandum of Understanding (MOU) is entered into by the *Englewood Police Department* and the United States Marshals Service (USMS) pursuant to 28 U.S.C. § 566(e)(1)(B). As set forth in the Presidential Threat Protection Act of 2000 and directed by the Attorney General, the USMS has been granted authority to direct and coordinate permanent Regional Fugitive Task Forces consisting of Federal, state, and local law enforcement authorities for the purpose of locating and apprehending fugitives. The authority of the USMS to investigate fugitive matters as directed by the Attorney General is set forth in 28 USC § 566. The Director's authority to direct and supervise all activities of the USMS is set forth in 28 USC § 561(g) and 28 CFR 0.111. The authority of United States Marshals and Deputy U.S. Marshals, "in executing the laws of the United States within a State . . . to exercise the same powers which a sheriff of the State may exercise in executing the laws thereof" is set forth in 28 USC § 564. Additional authority is derived from 18 USC § 3053 and Office of Investigative Agency Policies Resolutions 2 & 15. See also "*Memorandum for Howard M. Shapiro, General Counsel, Federal Bureau of Investigation*" concerning the "*Authority to Pursue Non-Federal Fugitives*", issued by the U.S. Department of Justice, Office of Legal Counsel, dated February 21, 1995. See also the *Memorandum concerning the Authority to Pursue Non-Federal Fugitives*, issued by the USMS Office of General Counsel, dated May, 1, 1995. See also, 42 U.S.C. § 16941(a)(the Attorney General shall use the resources of federal law enforcement, including the United States Marshals Service, to assist jurisdictions in locating and apprehending sex offenders who violate sex offender registration requirements).

MISSION:

The primary mission of the task force is to investigate and arrest, as part of joint law enforcement operations, persons who have active state and federal warrants for their arrest. The intent of the joint effort is to investigate and apprehend local, state and federal fugitives, thereby improving public safety and reducing violent crime.

Each participating agency agrees to refer cases for investigation by the Colorado Fugitive Location and Apprehension Group (F.L.A.G), a District Fugitive Task Force. Cases will be adopted by F.L.A.G. at the discretion of the Supervisory Deputy United States Marshal (SDUSM) or his designee(s). Targeted crimes will primarily include felony drug offenses, violent crimes against persons, weapons offenses, failure to register as a sex offender, and crimes committed by subjects who have a criminal history involving felony drug offenses, violent crimes, and/or weapons offenses. Upon receipt of a written request, the F.L.A.G. may also assist non-participating law enforcement agencies in investigating, locating and arresting their fugitives. Task force personnel will be assigned federal, state, and local fugitive cases for

investigation. Investigative teams will consist of personnel from different agencies whenever possible. Each participating agency retains responsibility for the cases they refer to the F.L.A.G.

Federal fugitive cases referred to the task force for investigation by any participating agency will be entered into the National Crime Information Center (NCIC) by the USMS or originating agency, as appropriate. State or local fugitive cases will be entered into NCIC (and other applicable state or local lookout systems) as appropriate by the originating state or local agency.

SUPERVISION:

The F.L.A.G. will consist of law enforcement and administrative personnel from federal, state, and local law enforcement agencies. Agencies must be approved by the SDUSM, in consultation with the Chief Deputy, prior to assignment to the F.L.A.G. Agency personnel may be removed at any time at the discretion of the District United States Marshal and Chief Deputy.

Management and coordination of the F.L.A.G. shall be the responsibility of the SDUSM. Administrative matters which are internal to the participating agencies remain the responsibility of the respective agencies. Furthermore, each agency retains responsibility for the conduct of its personnel.

A Board of Directors, consisting of representatives of participating agencies and USMS district personnel, may be established at the discretion of the District United States Marshal and/or Chief Deputy and will meet and confer as necessary to review and address issues concerning operational matters within the F.L.A.G.

BOARD OF DIRECTORS:

The task force will have a Board of Directors (Board). The Board will consist of the agency head or his/her designee, of the agencies participating in the task force. The Board will be chaired by the United States Marshal or his designee. A participating agency is defined as any agency that has an individual actively assigned to the task force.

The Board will be responsible for the following:

1. The Board will address any issues of mutual concern to the participants of the task force. This may include budget matters, matters of policy, practice, standard operating procedures and other matters.
2. Annually, the Board will mutually agree upon project goals and objectives for the coming year.
3. The Board will meet quarterly to facilitate the accomplishment of the task force goals and communicate on issues of mutual concern. The SDUSM and/or Task Force Supervisor will brief the Board on relevant issues.
4. The Board will resolve any interagency conflicts that may arise during the operation of this project.
5. A two-thirds (2/3) majority of the entire Board shall constitute a quorum. The Board

shall transact no business unless a quorum is present. In all matters requiring a vote of the Board, a simple majority shall prevail. In case of a tie vote, the United States Marshal for the District of Colorado may cast a vote for the purpose of breaking the tie.

6. The Board will have the final determination on all matters that cannot be resolved by the SDUSM and/or Task Force Supervisor.

PERSONNEL:

In accordance with Homeland Security Presidential Directive (HSPD) 12, personnel assigned to the task force are required to undergo background investigations in order to be provided unescorted access to USMS offices, records, and computer systems. The USMS shall bear the costs associated with those investigations. Non-USMS law enforcement officers assigned to the task force will be deputized as Special Deputy U.S. Marshals.

Task force personnel may be required to travel outside of the jurisdiction to which they are normally assigned in furtherance of task force operations. State or local task force officers traveling on official business at the direction of the USMS shall be reimbursed directly by the USMS for their travel expenses in accordance with applicable federal laws, rules, and regulations.

REIMBURSEMENT:

If the Marshals Service receives asset forfeiture funding for either 1) overtime incurred by state and local investigators who provide full time support to USMS (F.L.A.G.) joint law enforcement task forces; or 2) travel, training, purchase or lease of police vehicles, fuel, supplies or equipment for state and local investigators in direct support of state and local investigators, the USMS shall, pending availability of funds, reimburse member agencies for expenses incurred, depending on which category of funding is provided.

Reimbursement of overtime work shall be consistent with the Fair Labor Standards Act. Annual overtime for each state or local law enforcement officer is capped at the equivalent of 25% of a GS-1811-12, Step 1, of the general pay scale for the RUS. Reimbursement for all types of qualified expenses shall be contingent upon availability of funds and the submission of a proper invoice which shall be submitted quarterly on a fiscal year basis, and which provides the names of the investigators who incurred overtime for the F.L.A.G. during the quarter; the number of overtime hours incurred, the hourly regular and overtime rates in effect for each investigator, and the total quarterly cost. All invoices are to be submitted to the SDUSM, who will review the invoice, stamp and sign indicating that services were received, and for submission for payment to the District. Invoices for equipment, supplies, training, fuel, and vehicle lease must provide supporting documentation including receipts.

EQUIPMENT:

Notwithstanding the above, pending the availability of asset forfeiture funding and approval by the USMS in advance of any purchase, the USMS may reimburse or make direct payments to qualified third party vendors for vehicles and equipment purchased by the undersigned state or

local agency in support of full time state and local investigators assigned to the F.L.A.G. involved in joint law enforcement operations. Such vehicle and equipment purchases are to be contracted for and titled in the name of the state or local law enforcement agency and must comply with requirements prescribed by the USMS pursuant to this MOU and applicable policies of the United States Department of Justice. Vehicles and equipment purchased by state and local law enforcement agencies with asset forfeiture monies provided by the USMS must remain available for exclusive use of the task force officers assigned to the F.L.A.G. by the undersigned participant agency for the duration of the task force. Upon termination of the agreement, usage and disposition of such vehicles are at the discretion of the undersigned state or local law enforcement agency.

Pending the availability of funds and equipment, the USMS will issue USMS radios, telephones, and other communication devices to each task force officer to be used for official F.L.A.G. business. All equipment used by or assigned to task force officers by the USMS will remain the property of the agency issuing the equipment and will be returned to that agency upon termination of the task force, or upon agency request.

RECORDS AND REPORTS:

Original reports of investigation, evidence, and other investigative materials generated, seized, or collected by the F.L.A.G. shall be retained by the agency in the F.L.A.G. responsible for the case. However, evidence may be turned over to other law enforcement agencies as appropriate. Copies of investigative reports and other materials may be provided to other agencies in accordance with applicable laws, rules, and regulations. Task force statistics will be maintained in the USMS Justice Detainee Information System (JDIS) - Warrant Information Network (WIN). Statistics will be made available to any participating agency upon request.

INFORMANTS:

Pending the availability of funds, the USMS may provide funding for the payment of informants. However, all payments of informants utilizing USMS funding shall comply with USMS policy.

USE OF FORCE:

All members of the F.L.A.G. shall comply with their agencies' guidelines concerning the use of firearms, deadly force, and less-lethal devices. Copies of all applicable firearms, deadly force, and less-lethal policies shall be provided to the SDUSM and each task force officer. In the event of a shooting or critical incident involving task force personnel, the incident will be investigated by the appropriate agency(s). A critical incident is one in which any person suffers serious bodily injury or death as a result of a law enforcement action.

NEWS MEDIA

Media inquires will be referred to the SDUSM. A press release may be issued and press conference held, upon agreement and through coordination with participant agencies' representatives. All press releases will exclusively make reference to the task force.

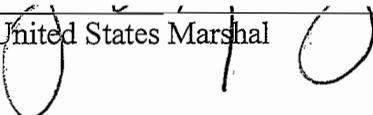
RELEASE OF LIABILITY:

Each agency shall be responsible for the acts or omissions of its employees. Participating agencies or their employees shall not be considered as the agents of any other participating agency. Nothing herein waives or limits sovereign immunity under federal or state statutory or constitutional law.

EFFECTIVE DATE AND TERMINATION:

This MOU is in effect once signed by a law enforcement participant agency. Participating agencies may withdraw their participation after providing 30 days advanced written notice to the United States Marshal and/or District Chief Deputy U.S. Marshal.

United States Marshal



032511
Date

Participant Agency Representative
James K. Woodward, Mayor

Date

Assistant Director, IOD

COUNCIL COMMUNICATION

Date: June 6, 2011	Agenda Item: 11 a ii	Subject: Bullet Proof Vest Partnership Grant
Initiated By: Police Department		Staff Source: Sam Watson, Commander

COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

None

RECOMMENDED ACTION

The Police Department is recommending that City Council adopt a Bill for an Ordinance authorizing the Englewood Police Department to apply for and accept funding from the Office of Justice Programs Bureau of Justice Assistance, which will assist the Police Department with the purchase of bullet proof vests.

BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

The Bullet Proof Vest Partnership Grant Act of 1998 is a U.S. Department of Justice initiative designed to provide a critical resource to State and local law enforcement. The U.S. Department of Justice will reimburse local law enforcement, including the Englewood Police Department, 50% of the department's investment in the purchase of bullet proof vests for its police officers. The Police Department currently pays \$599 per vest, whereas the U.S. Department of Justice will reimburse the department approximately \$300 per unit (through an on line application process). The Department of Justice has mandated a "mandatory wear" policy to qualify for this grant, and the Police Department is in compliance.

FINANCIAL IMPACT

This program reimburses half of the cost of the bullet proof vests to be purchased in a two-year period. The remainder of the cost has been included in the Police Department's 2011 approved budget.

LIST OF ATTACHMENTS

Bullet Proof Vest Program Information
Bill for an Ordinance

Memo

To: Chief John Collins
CC: Commander Sam Watson
From: Sergeant Vance Fender
Date: 5/10/2011
Re: Bulletproof vest Partnership

Since 1999, the Englewood Police Department (Department of Safety Services) has been participating in a Federal program that reimburses us for 50% of the cost associated with purchasing new bullet resistant vests for police officers.

The program is administered through the United States Department of Justice, Office of Justice Programs office, Bulletproof Vest Partnership/Body Armor Safety Initiative.

Since 1999, over 13,000 Police jurisdictions have participated in the BVP Program, with \$277 million in federal funds committed to support the purchase of an estimated 800,000 vests. The Office of Justice Programs' Bureau of Justice Assistance (BJA) administers the BVP Program.

The program works like this: We anticipate having to purchase a certain number of vests, either new vests for new officers or replacement vests that are replaced every 5 years (Per B.V.P. protocols and ballistic vest manufacturers guidelines). We then apply for that amount of money to cover the cost of 50% of those vests. The B.V.P. then "awards" the money to the jurisdiction. There is no guarantee that you will receive an "award" of the entire amount applied for.

Then we purchase bulletproof vests throughout the year, and when we have purchased enough vests, I apply for the reimbursement from the B.V.P. and they direct deposit 50% of the purchase price into the City's account. Steve Dazzio has been the point of contact in Finance for these transactions.

As of today, we have no money left to be awarded to the department, and the 2012 B.V.P. application period opens soon. We anticipate applying for the grant again at that time.



[Notice Critical Program Information](#) (click here)

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Bulletproof Vest Partnership

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[FAQ:](#)

Body Armor Safety Initiative

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[OFFICIAL STATEMENTS](#)

[SUMMIT INFORMATION](#)

[BODY ARMOR RESOURCES](#)

[FAQ:](#)

Bulletproof Vest Partnership



The Bulletproof Vest Partnership (BVP), created by the Bulletproof Vest Partnership Grant Act of 1998 is a unique U.S. Department of Justice initiative designed to provide a critical resource to state and local law enforcement.

Since 1999, over 13,000 jurisdictions have participated in the BVP Program, with \$277 million in federal funds committed to support the purchase of an estimated 800,000 vests. The Office of Justice Programs' Bureau of Justice Assistance (BJA) administers the BVP Program.

Planning Your FY 2011 BVP Application

- Check Prior Year BVP Funds
- Check Your Jurisdiction and Contact Information & Update if Needed
- Be sure that the vests you intend to purchase are on the [NIJ compliant list](#)
- FY 2011 BVP Funds can only be used for vests ordered after April 1, 2011.
- Have a written Mandatory Wear policy in place when application is submitted

For additional information, click [here](#).

Important Information - New BVP Program Requirements for FY 2011 Applications

NEW! UPDATED Mandatory Wear FAQs

Following two years of declining law enforcement officer line-of-duty deaths, the country realized a dramatic 37 percent increase in officer deaths in 2010. Fifty-nine of the 160 officers killed in 2010 were shot during violent encounters; a 20 percent increase over 2009 numbers. The U.S. Department of Justice is committed to improving officer safety and has undertaken research to review and analyze violent encounters and law enforcement officer deaths and injuries. Due to the increase in the number of law enforcement officer deaths, coupled with our renewed efforts to improve officer safety, beginning with FY 2011, in order to receive BVP funds, jurisdictions must certify, during the application process, that all law enforcement agencies benefiting from the BVP Program have a written "mandatory wear" policy in effect. This policy must be in place for at least all uniformed officers before any FY 2011 funding can be used by the agency. 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. BJA strongly encourages agencies to consult the International Association of Chiefs of Police's Model Policy on Body Armor and to strongly consider all recommendations within that policy. This policy change was announced in October 2010 by Attorney General Holder after consulting with and receiving input from the law enforcement community.

The IACP has very generously provided both its Body Armor Model Policy and position paper to the BVP program. In order to obtain a copy of the Model Policy and position paper, jurisdictions must be registered

Body Armor Safety Initiative



Body Armor Safety Initiative - An Initiative of U.S. Department of Justice. In response to concerns from the law enforcement community, the Department of Justice (DOJ) announced an initiative to address the reliability of body armor used by law enforcement personnel and to examine the future of bullet-resistant technology and testing. As part of this initiative, the National Institute of Justice (NIJ) has examined Zylon®-based bullet-resistant vests (both new and used) and is reviewing the process by which bullet-resistant vests are certified.

Body Armor Labels: When In Doubt Check It Out [\(Click here for additional information\)](#)

NEW 04/07/2011: NIJ Body Armor Advisory Notice

- [Galls model AIIAF \(Apr. 1, 2011\)](#)
- [Galls model CIIIAF \(Apr. 1, 2011\)](#)
- [PACA model AIIF \(Apr. 1, 2011\)](#)
- [Galls model AIIF \(Apr. 1, 2011\)](#)
- [Galls model AIIF \(Apr. 1, 2011\)](#)
- [PACA model CIIIAF \(Apr. 1, 2011\)](#)

Note: BVP Program participants that have ordered, but have not as yet received, any units of the above listed models of body armor, should contact the manufacturer immediately.

Previous National Institute of Justice Body Armor Alerts

12/22/2010:

- [Pacific Safety Products, Inc. Model 06UG2A8H](#)
- [GH Armor Systems Model 06UG2A8H](#)

5/28/2008:

- [Model TBL II S6XF](#)
- [Model MF34F-06](#)
- [Model NFORCE II S6XF-06](#)

8/25/2008: [New National Institute of Justice Body Armor Standard 0101.06](#)

2/20/2008: [Bullet-Resistant Body Armor Models Removed from NIJ Body Armor List](#)

[National Institute of Justice Body Armor Safety Initiative Website](#)

[Body Armor Safety Initiative Archive](#)

**All media contacts should be directed to the [Office of Justice Programs, Office of Communications](#).

with the BVP program. To obtain a copy of the Model Policy, contact the BVP Customer Support Center at 1-877-758-3787 or email vests@usdoj.gov.

For additional information regarding this new BVP program requirement, click [here](#).

Notice - Check Prior Year BVP Funds: Prior to completing an application for FY 2011 BVP funds, it is strongly recommended that prior year participants log into the BVP system and check for prior year BVP fund balances and the "de-obligation date"/use expiration date for each year's funds. In some instances the use of prior year funds had been extended. All "Requests for Payments" must be submitted to the BVP system on or before the "de-obligation date" or the funds will be considered expired and will no longer be available.

FY 2010 Awards: On October 7, 2010 the Bureau of Justice Assistance (BJA) announced the availability of the Fiscal Year (FY) 2010 BVP program funds. FY 2010 BVP funds may only be used to purchase bullet- and stab-resistant vests, ordered on or after April 1, 2010 and that are on the latest National Institute of Justice Body Armor Compliance list on the date the vest was ordered. All requests for payments from FY 2010 BVP awards must be submitted on or before August 31, 2012.

The complete list of FY 2010 BVP awards can be viewed [here](#).

Historical BVP award information for FY 1999 through the FY 2009 can be accessed [here](#)

For immediate assistance, please call us toll-free at 1-877-758-3787. You may also reach us by email at vests@usdoj.gov

BY AUTHORITY

ORDINANCE NO. _____
SERIES OF 2011

COUNCIL BILL NO. 30
INTRODUCED BY COUNCIL
MEMBER _____

A BILL FOR

AN ORDINANCE AUTHORIZING THE CITY OF ENGLEWOOD, COLORADO TO APPLY FOR AND ACCEPT FUNDING FROM THE OFFICE OF JUSTICE PROGRAMS, BUREAU OF JUSTICE ASSISTANCE FOR THE PURCHASE OF BULLET PROOF VESTS.

WHEREAS, the Bullet Proof Vest Partnership Grant Act of 1998 is a U.S. Department of Justice initiative designed to provide a critical resource to State and local law enforcement; and

WHEREAS, the U.S. Department of Justice will reimburse local law enforcement, including the Englewood Police Department, 50% of the department's investment in the purchase of bullet proof vests for its police officers; and

WHEREAS, the U.S. Department of Justice has mandated a "mandatory wear" policy to qualify for receiving the Grant and the Englewood Police Department is in compliance; and

WHEREAS, the passage of this ordinance authorizes the Englewood Police Department to apply for and accept funding from the Office of Justice Programs Bureau of Justice Assistance, which will assist the Englewood Police Department with the purchase of bullet proof vests;

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 application for and acceptance of a grant from the Office of Justice Programs Bureau of Justice Assistance to assist the Englewood Police Department with the purchase of bullet proof vests.

Introduced, read in full, and passed on first reading on the 6th day of June, 2011.

Published by Title as a Bill for an Ordinance in the City's official newspaper on the 10th day of June, 2011.

Published as a Bill for an Ordinance on the City's official website beginning on the 8th day of June, 2011 for thirty (30) days.

ATTEST:

James K. Woodward, 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 a Bill for an Ordinance, introduced, read in full, and passed on first reading on the 6th day of June, 2011.

Loucrishia A. Ellis

COUNCIL COMMUNICATION

Date: June 6, 2011	Agenda Item: 11 a iii	Subject: State of Colorado Enterprise Zone Marketing and Administration Grant
Initiated By: Community Development Department		Staff Source: Darren Hollingsworth Economic Development Coordinator

COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

Community Development Goal: Initiate business retention, revitalization, and growth strategies.

Community Development Goal: Leverage City resources through grant funding.

The City has applied for and received the Enterprise Zone funding for the past 13 consecutive years.

On January 19, 2011 City Council approved a resolution authorizing an application to the State of Colorado – Economic Development Commission for a 2011 grant to support Enterprise Zone marketing and administrative activities.

RECOMMENDED ACTION

Staff recommends that City Council adopt the attached bill for an ordinance accepting \$12,500 from the State of Colorado – Economic Development Commission (EDC). This grant will be used to fund marketing and administration activities for the Arapahoe County Enterprise Zone.

BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

In 1990, the City applied to the State of Colorado and was granted Enterprise Zone status for a majority of the industrially and commercially zoned property in Englewood. Englewood administers the Arapahoe County Enterprise Zone for the Cities of Sheridan, Littleton, and Englewood. The Economic Development Commission has a competitive grant program for Enterprise Zones, which provides marketing and administrative support. If approved, this will be the 14th consecutive year Englewood has applied for and received funding to administer and market the Arapahoe County Enterprise Zone.

The Enterprise Zone marketing grant is used to support business retention and community marketing activities. Marketing activities funded with this grant encourage businesses to take advantage of Enterprise Zone tax credits and highlight the Englewood business community.

In 2010, 81 Englewood businesses claimed tax credits through the Enterprise Zone. Benefits to Englewood businesses located in the Arapahoe County Enterprise Zone total \$1,391,332 in State of Colorado tax credits. This includes tax credits in the following categories: \$1,194,600 in investment tax credit, \$92,331 in new business facility tax credit, \$85,214 in job training tax credit, \$15,279 in health insurance tax credits, and \$3,908 in research and development credits. Englewood businesses reported total capital investments of over \$64 million during 2010.

Englewood businesses reported a loss of 61 new jobs with an average FTE salary of \$61,976 per employee. Even though Englewood businesses reported a loss in jobs, the average FTE salary increased 44% over 2009.

FINANCIAL IMPACT

The Economic Development Commission requires that the City provide matching funds to meet grant requirements. The attached contract between the Economic Development Commission and the City of Englewood pledges \$12,500 in local matching funds to meet this obligation. These funds are included in the Community Development departmental budget. Grant and matching funds will be used for a variety of Enterprise Zone marketing and administrative activities.

LIST OF ATTACHMENTS

Proposed Bill for an Ordinance

BY AUTHORITY

ORDINANCE NO. _____
SERIES OF 2011

COUNCIL BILL NO. 31
INTRODUCED BY COUNCIL
MEMBER _____

A BILL FOR

AN ORDINANCE AUTHORIZING ACCEPTANCE OF A GRANT FROM THE STATE OF COLORADO, COLORADO OFFICE OF ECONOMIC DEVELOPMENT AND INTERNATIONAL TRADE, COLORADO ECONOMIC DEVELOPMENT COMMISSION FOR ENTERPRISE ZONE MARKETING AND ADMINISTRATION GRANT.

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 administers the Arapahoe County Enterprise Zone for the Cities of Sheridan, Littleton and Englewood; and

WHEREAS, the Colorado Office of Economic Development and International Trade, Colorado Economic Development Commission has a competitive grant program for marketing and administrative support of Enterprise Zones; and

WHEREAS, the Enterprise Zone is used in the City to initiate business retention and community marketing activities; and

WHEREAS, the Enterprise Zone Marketing Grant encourages businesses to take advantage of Enterprise Zone tax credits and highlights the Englewood business community; and

WHEREAS, the Colorado Office of Economic Development and International Trade of the Colorado 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's Economic Development Commission and the City of Englewood pledges \$12,500.00 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 a variety of Enterprise Zone marketing and administrative activities in the City of Englewood;

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

Section 1. The Agreement between the State of Colorado, Economic Development and International Trade, Colorado Economic Development Commission, and the City of Englewood for a Grant of \$12,500.00 to be used for Enterprise Zone Marketing and Administrative activities, a copy of which is attached hereto as Attachment 1, is hereby accepted.

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

Introduced, read in full, and passed on first reading on the 6th day of June, 2011.

Published by Title as a Bill for an Ordinance in the City's official newspaper on the 10th day of June, 2011.

Published as a Bill for an Ordinance on the City's official website beginning on the 8th day of June, 2011 for thirty (30) days.

James K. Woodward, Mayor

ATTEST:

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 6th day of June, 2011.

Loucrishia A. Ellis

STATE OF COLORADO
Office of Economic Development and International Trade
Enterprise Zone Marketing Grant Agreement
with
City of Englewood

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1. PARTIES

This Grant Agreement (hereinafter called "Grant") is entered into by and between City of Englewood, 1000 Englewood Pkwy., Englewood, CO 80110 (hereinafter called "Grantee"), and the STATE OF COLORADO acting by and through the Colorado Office of Economic Development and International Trade, Colorado Economic Development Commission, 1625 Broadway, Suite 2700, Denver, CO 80202 (hereinafter called the "State" or "OEDIT").

2. EFFECTIVE DATE AND NOTICE OF NONLIABILITY.

This Grant shall not be effective or enforceable until it is approved and signed by the Colorado State Controller or designee (hereinafter called the "Effective Date"). The State shall not be liable to pay or reimburse Grantee for any performance hereunder, including, but not limited to costs or expenses incurred, or be bound by any provision hereof prior to the Effective Date.

3. RECITALS

A. Authority, Appropriation, and Approval

Authority to enter into this Grant exists in CRS §24-46-101 through 24-46-105 and establishes the Colorado Economic Development Fund (hereinafter called "CEDF"), and is to be administered by the Colorado Office of Economic Development and International Trade and funds have been budgeted, appropriated and otherwise made available and a sufficient unencumbered balance thereof remains

available for payment. Required approvals, clearance and coordination have been accomplished from and with appropriate agencies.

B. Consideration

The Parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support this Grant.

C. Purpose

The State desires to promote economic development in Colorado by assisting local communities in expanding their economic base. Grant funds will support marketing the local area in the Enterprise zone.

D. References

All references in this Grant to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

4. DEFINITIONS

The following terms as used herein shall be construed and interpreted as follows:

A. Budget

“Budget” means the budget for the Work described in **Exhibit A**.

B. Evaluation

“Evaluation” means the process of examining Grantee’s Work and rating it based on criteria established in §6 and **Exhibit A**.

C. CEDC

“CEDC” means the Colorado Economic Development Commission who made this Grant available.

D. Exhibits and other Attachments

The following are attached hereto and incorporated by reference herein: **Exhibit A** (Statement of Work).

E. Goods

“Goods” means tangible material acquired, produced, or delivered by Grantee either separately or in conjunction with the Services Grantee renders hereunder.

F. Grant or Agreement

“Grant” or “Agreement” means this Grant, its terms and conditions, attached exhibits, documents incorporated by reference under the terms of this Grant, and any future modifying agreements, exhibits, attachments or references incorporated herein pursuant to Colorado State law, Fiscal Rules, and State Controller Policies.

G. Grant Funds or CEDF

“Grant Funds” or “CEDF” means funds available for distribution by the CEDC from the Colorado Economic Development Fund payable by the State to Grantee pursuant to this Grant.

H. Party or Parties

“Party” means the State or Grantee and “Parties” means both the State and Grantee.

I. Review

“Review” means examining Grantee’s Work to ensure that it is adequate, accurate, correct and in accordance with the criteria established in §6 and **Exhibit A**.

J. Services

“Services” means the required services to be performed by Grantee pursuant to this Grant.

K. Sub-grantee

“Sub-grantee” means third-parties, if any, engaged by Grantee to aid in performance of its obligations.

L. Work or Project

“Work” or “Project” means the tasks and activities Grantee is required to perform to fulfill its obligations under this Grant and **Exhibit A**, including the performance of the Services and delivery of the Goods.

M. Work Product

“Work Product” means the tangible or intangible results of Grantee’s Work, including, but not limited to, software, research, reports, studies, data, photographs, negatives or other finished or unfinished documents, drawings, models, surveys, maps, materials, or work product of any type, including drafts.

5. TERM AND EARLY TERMINATION.

A. Initial Term and Work Commencement

The Parties respective performances under this Grant shall commence on the Effective Date or January 1, 2011. This Grant shall terminate on December 31, 2011 unless sooner terminated or further extended as specified elsewhere herein.

B. State's Option to Extend

The State may require continued performance for a period of 3 months at the same rates and same terms specified in the Grant. The total duration of this Grant, including the exercise of any options under this clause, shall not exceed 1 year and 3 months.

6. STATEMENT OF WORK

A. Completion

Grantee shall complete the Work and its other obligations as described herein and in **Exhibit A** on or before December 31, 2011. The State shall not be liable to compensate Grantee for any Work performed prior to the Effective Date or after the termination of this Grant.

B. Goods and Services

Grantee shall procure Goods and Services necessary to complete the Work. Such procurement shall be accomplished using the Grant Funds and shall not increase the maximum amount payable hereunder by the State.

C. Employees

All persons employed by Grantee or Sub-grantees shall be considered Grantee's or Sub-grantees' employee(s) for all purposes hereunder and shall not be employees of the State for any purpose as a result of this Grant.

7. PAYMENTS TO GRANTEE

The State shall, in accordance with the provisions of this §7, pay Grantee in the following amounts and using the methods set forth below:

A. Maximum Amount

The maximum amount payable under this Grant to Grantee by the State is **\$12,500**, as determined by the State from available funds. Grantee agrees to provide any additional funds required for the successful completion of the Work. Payments to Grantee are limited to the unpaid obligated balance of the Grant as set forth in **Exhibit A**.

B. Payment

i. Advance, Interim and Final Payments

Any advance payment allowed under this Grant or in **Exhibit A** shall comply with State Fiscal Rules and be made in accordance with the provisions of this Grant or such Exhibit. Grantee shall initiate any payment requests by submitting invoices to the State in the form and manner set forth and approved by the State.

ii. Interest

The State shall fully pay each invoice within 45 days of receipt thereof if the amount invoiced represents performance by Grantee previously accepted by the State. Uncontested amounts not paid by the State within 45 days may, if Grantee so requests, bear interest on the unpaid balance beginning on the 46th day at a rate not to exceed one percent per month until paid in full; provided, however, that interest shall not accrue on unpaid amounts that are subject to a good faith dispute. Grantee shall invoice the State separately for accrued interest on delinquent amounts. The billing shall reference the delinquent payment, the number of day's interest to be paid and the interest rate.

iii. Available Funds, Contingency, and Termination

The State is prohibited by law from making fiscal commitments beyond the term of the State's current fiscal year. Therefore, Grantee's compensation is contingent upon the continuing availability of State appropriations as provided in the Colorado Special Provisions, set forth below. If federal funds are used with this Grant in whole or in part, the State's performance hereunder is contingent upon the continuing availability of such funds. Payments pursuant to this Grant shall be made only from available funds encumbered for this Grant and the State's liability for such payments shall be limited

to the amount remaining of such encumbered funds. If State or federal funds are not appropriated, or otherwise become unavailable to fund this Grant, the State may immediately terminate this Grant in whole or in part without further liability in accordance with the provisions herein.

iv. Erroneous Payments

At the State's sole discretion, payments made to Grantee in error for any reason, including, but not limited to overpayments or improper payments, and unexpended or excess funds received by Grantee, may be recovered from Grantee by deduction from subsequent payments under this Grant or other Grants, grants or agreements between the State and Grantee or by other appropriate methods and collected as a debt due to the State. Such funds shall not be paid to any person or entity other than the State.

C. Use of Funds

Grant Funds shall be used only for eligible costs identified herein and/or in Exhibit A.

D. Matching Funds

Grantee shall provide matching funds as provided in Exhibit A.

8. REPORTING AND NOTIFICATION

Reports, Evaluations, and Reviews required under this §8 shall be in accordance with the procedures of and in such form as prescribed by the State and in accordance with §19, if applicable.

A. Performance, Progress, Personnel, and Funds

Grantee shall submit a report to the State upon expiration or sooner termination of this Grant, containing an Evaluation and Review of Grantee's performance and the final status of Grantee's obligations hereunder. In addition, Grantee shall comply with all reporting requirements, if any, set forth in Exhibit A.

B. Litigation Reporting

Within 10 days after being served with any pleading in a legal action filed with a court or administrative agency, related to this Grant or which may affect Grantee's ability to perform its obligations hereunder, Grantee shall notify the State of such action and deliver copies of such pleadings to the State's principal representative as identified herein. If the State's principal representative is not then serving, such notice and copies shall be delivered to the Executive Director of OEDIT.

C. Noncompliance

Grantee's failure to provide reports and notify the State in a timely manner in accordance with this §8 may result in the delay of payment of funds and/or termination as provided under this Grant.

D. Sub-grants

Copies of any and all Sub-grants entered into by Grantee to perform its obligations hereunder shall be submitted to the State or its principal representative upon request by the State. Any and all Sub-grants entered into by Grantee related to its performance hereunder shall comply with all applicable federal and state laws and shall provide that such Sub-grants be governed by the laws of the State of Colorado.

9. GRANTEE RECORDS

Grantee shall make, keep, maintain and allow inspection and monitoring of the following records:

A. Maintenance

Grantee shall make, keep, maintain, and allow inspection and monitoring by the State of a complete file of all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to the Work or the delivery of Services (including, but not limited to the operation of programs) or Goods hereunder. Grantee shall maintain such records (the "Record Retention Period") until the last to occur of the following: (i) a period of three years after the date this Grant is completed or terminated, or (ii) final payment is made hereunder, whichever is later, or (iii) for such further period as may be necessary to resolve any pending matters, or (iv) if an audit is occurring, or Grantee has received notice that an audit is pending, then until such audit has been completed and its findings have been resolved (the "Record Retention Period").

B. Inspection

Grantee shall permit the State, the federal government and any other duly authorized agent of a governmental agency to audit, inspect, examine, excerpt, copy and/or transcribe Grantee's records related to this Grant during the Record Retention Period for a period of three years following termination of this

Grant or final payment hereunder, whichever is later, to assure compliance with the terms hereof or to evaluate Grantee's performance hereunder. The State reserves the right to inspect the Work at all reasonable times and places during the term of this Grant, including any extension. If the Work fails to conform to the requirements of this Grant, the State may require Grantee promptly to bring the Work into conformity with Grant requirements, at Grantee's sole expense. If the Work cannot be brought into conformance by re-performance or other corrective measures, the State may require Grantee to take necessary action to ensure that future performance conforms to Grant requirements and exercise the remedies available under this Grant, at law or inequity in lieu of or in conjunction with such corrective measures.

C. Monitoring

Grantee shall permit the State, the federal government, and other governmental agencies having jurisdiction, in their sole discretion, to monitor all activities conducted by Grantee pursuant to the terms of this Grant using any reasonable procedure, including, but not limited to: internal evaluation procedures, examination of program data, special analyses, on-site checking, formal audit examinations, or any other procedures. All monitoring controlled by the State shall be performed in a manner that shall not unduly interfere with Grantee's performance hereunder.

D. Final Audit Report

If an audit is performed on Grantee's records for any fiscal year covering a portion of the term of this Grant, Grantee shall submit a copy of the final audit report to the State or its principal representative at the address specified herein.

10. CONFIDENTIAL INFORMATION AND STATE RECORDS

Grantee shall comply with the provisions of this §10 if it becomes privy to confidential information in connection with its performance hereunder. Confidential information, includes, but is not necessarily limited to, state records, personnel records, and information concerning individuals.

A. Confidentiality

Grantee shall keep all State records and information confidential at all times and to comply with all laws and regulations concerning confidentiality of information. Any request or demand by a third party for State records and information in the possession of Grantee shall be immediately forwarded to the State's principal representative.

B. Notification

Grantee shall notify its agent, employees, Sub-grantees, and assigns who may come into contact with State records and confidential information that each is subject to the confidentiality requirements set forth herein, and shall provide each with a written explanation of such requirements before they are permitted to access such records and information.

C. Use, Security, and Retention

Confidential information of any kind shall not be distributed or sold to any third party or used by Grantee or its agents in any way, except as authorized by this Grant or approved in writing by the State. Grantee shall provide and maintain a secure environment that ensures confidentiality of all State records and other confidential information wherever located. Confidential information shall not be retained in any files or otherwise by Grantee or its agents, except as permitted in this Grant or approved in writing by the State.

D. Disclosure and Liability

Disclosure of State records or other confidential information by Grantee for any reason may be cause for legal action by third parties against Grantee, the State or their respective agents. Grantee shall indemnify, save, and hold harmless the State, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related costs, incurred as a result of any act or omission by Grantee, or its employees, agents, Sub-grantees, or assignees pursuant to this §10.

11. CONFLICTS OF INTEREST

Grantee shall not engage in any business or personal activities or practices or maintain any relationships which conflict in any way with the full performance of Grantee's obligations hereunder. Grantee acknowledges that with respect to this Grant, even the appearance of a conflict of interest is harmful to the State's interests. Absent the State's prior written approval, Grantee shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Grantee's obligations to the State hereunder. If a

conflict or appearance exists, or if Grantee is uncertain whether a conflict or the appearance of a conflict of interest exists, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Failure to promptly submit a disclosure statement or to follow the State's direction in regard to the apparent conflict constitutes a breach of this Grant.

12. REPRESENTATIONS AND WARRANTIES

Grantee makes the following specific representations and warranties, each of which was relied on by the State in entering into this Grant.

A. Standard and Manner of Performance

Grantee shall perform its obligations hereunder in accordance with the highest standards of care, skill and diligence in the industry, trades or profession and in the sequence and manner set forth in this Grant.

B. Legal Authority – Grantee and Grantee's Signatory

Grantee warrants that it possesses the legal authority to enter into this Grant and that it has taken all actions required by its procedures, by-laws, and/or applicable laws to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Grant, or any part thereof, and to bind Grantee to its terms. If requested by the State, Grantee shall provide the State with proof of Grantee's authority to enter into this Grant within 15 days of receiving such request.

C. Licenses, Permits, Etc.

Grantee represents and warrants that as of the Effective Date it has, and that at all times during the term hereof it shall have, at its sole expense, all licenses, certifications, approvals, insurance, permits, and other authorization required by law to perform its obligations hereunder. Grantee warrants that it shall maintain all necessary licenses, certifications, approvals, insurance, permits, and other authorizations required to properly perform this Grant, without reimbursement by the State or other adjustment in Grant Funds. Additionally, all employees and agents of Grantee performing Services under this Grant shall hold all required licenses or certifications, if any, to perform their responsibilities. Grantee, if a foreign corporation or other foreign entity transacting business in the State of Colorado, further warrants that it currently has obtained and shall maintain any applicable certificate of authority to transact business in the State of Colorado and has designated a registered agent in Colorado to accept service of process. Any revocation, withdrawal or non-renewal of licenses, certifications, approvals, insurance, permits or any such similar requirements necessary for Grantee to properly perform the terms of this Grant shall be deemed to be a material breach by Grantee and constitute grounds for termination of this Grant.

13. INSURANCE

Grantee and its Sub-grantees shall obtain and maintain insurance as specified in this section at all times during the term of this Grant. All policies evidencing the insurance coverage required hereunder shall be issued by insurance companies satisfactory to Grantee and the State.

A. Grantee

i. Public Entities

If Grantee is a "public entity" within the meaning of the Colorado Governmental Immunity Act, CRS §24-10-101, et seq., as amended (the "GIA"), then Grantee shall maintain at all times during the term of this Grant such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA. Grantee shall show proof of such insurance satisfactory to the State, if requested by the State. Grantee shall require each Grant with Sub-grantees that are public entities, providing Goods or Services hereunder, to include the insurance requirements necessary to meet Sub-grantee's liabilities under the GIA.

ii. Non-Public Entities

If Grantee is not a "public entity" within the meaning of the GIA, Grantee shall obtain and maintain during the term of this Grant insurance coverage and policies meeting the same requirements set forth in §13(B) with respect to Sub-grantees that are not "public entities".

B. Grantee and Sub-grantees

Grantee shall require each Grant with Sub-grantees, other than those that are public entities, providing Goods or Services in connection with this Grant, to include insurance requirements substantially similar to the following:

i. Worker's Compensation

Worker's Compensation Insurance as required by State statute, and Employer's Liability Insurance covering all of Grantee and Sub-grantee employees acting within the course and scope of their employment.

ii. General Liability

Commercial General Liability Insurance written on ISO occurrence form CG 00 01 10/93 or equivalent, covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows: (a) \$1,000,000 each occurrence; (b) \$1,000,000 general aggregate; (c) \$1,000,000 products and completed operations aggregate; and (d) \$50,000 any one fire.

iii. Automobile Liability

Automobile Liability Insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of \$1,000,000 each accident combined single limit.

iv. Additional Insured

Grantee and the State shall be named as additional insured on the Commercial General Liability (leases and construction Grants require additional insured coverage for completed operations on endorsements CG 2010 11/85, CG 2037, or equivalent).

v. Primacy of Coverage

Coverage required of Grantee and Sub-grantees shall be primary over any insurance or self-insurance program carried by Grantee or the State.

vi. Cancellation

The above insurance policies shall include provisions preventing cancellation or non-renewal without at least 30 days prior notice to Grantee and Grantee shall forward such notice to the State in accordance with §16 (Notices and Representatives) within seven days of Grantee's receipt of such notice.

vii. Subrogation Waiver

All insurance policies in any way related to this Grant and secured and maintained by Grantee or its Sub-grantees as required herein shall include clauses stating that each carrier shall waive all rights of recovery, under subrogation or otherwise, against Grantee or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

C. Certificates

Grantee and all Sub-grantees shall provide certificates showing insurance coverage required hereunder to the State within seven business days of the Effective Date of this Grant. No later than 15 days prior to the expiration date of any such coverage, Grantee and each Sub-grantee shall deliver to the State or Grantee certificates of insurance evidencing renewals thereof. In addition, upon request by the State at any other time during the term of this Grant or any Sub-grant, Grantee and each Sub-grantee shall, within 10 days of such request, supply to the State evidence satisfactory to the State of compliance with the provisions of this §13.

14. BREACH

A. Defined

In addition to any breaches specified in other sections of this Grant, the failure of either Party to perform any of its material obligations hereunder, in whole or in part or in a timely or satisfactory manner, constitutes a breach. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Grantee, or the appointment of a receiver or similar officer for Grantee or any of its property, which is not vacated or fully stayed within 20 days after the institution or occurrence thereof, shall also constitute a breach.

B. Notice and Cure Period

In the event of a breach, notice of such shall be given in writing by the aggrieved Party to the other Party in the manner provided in §16. If such breach is not cured within 30 days of receipt of written notice, or if a cure cannot be completed within 30 days, or if cure of the breach has not begun within 30 days and pursued with due diligence, the State may exercise any of the remedies set forth in §15. Notwithstanding anything

to the contrary herein, the State, in its sole discretion, need not provide advance notice or a cure period and may immediately terminate this Grant in whole or in part if reasonably necessary to preserve public safety or to prevent immediate public crisis.

15. REMEDIES

If Grantee is in breach under any provision of this Grant, the State shall have all of the remedies listed in this §15 in addition to all other remedies set forth in other sections of this Grant following the notice and cure period set forth in §14(B). The State may exercise any or all of the remedies available to it, in its sole discretion, concurrently or consecutively.

A. Termination for Cause and/or Breach

If Grantee fails to perform any of its obligations hereunder with such diligence as is required to ensure its completion in accordance with the provisions of this Grant and in a timely manner, the State may notify Grantee of such non-performance in accordance with the provisions herein. If Grantee thereafter fails to promptly cure such non-performance within the cure period, the State, at its option, may terminate this entire Grant or such part of this Grant as to which there has been delay or a failure to properly perform. Exercise by the State of this right shall not be deemed a breach of its obligations hereunder. Grantee shall continue performance of this Grant to the extent not terminated, if any.

i. Obligations and Rights

To the extent specified in any termination notice, Grantee shall not incur further obligations or render further performance hereunder past the effective date of such notice, and shall terminate outstanding orders and subcontracts with third parties. However, Grantee shall complete and deliver to the State all Work, Services and Goods not cancelled by the termination notice and may incur obligations as are necessary to do so within this Grant's terms. At the sole discretion of the State, Grantee shall assign to the State all of Grantee's right, title, and interest under such terminated orders or subcontracts. Upon termination, Grantee shall take timely, reasonable and necessary action to protect and preserve property in the possession of Grantee in which the State has an interest. All materials owned by the State in the possession of Grantee shall be immediately returned to the State. All Work Product, at the option of the State, shall be delivered by Grantee to the State and shall become the State's property.

ii. Payments

The State shall reimburse Grantee only for accepted performance up to the date of termination. If, after termination by the State, it is determined that Grantee was not in breach or that Grantee's action or inaction was excusable, such termination shall be treated as a termination in the public interest and the rights and obligations of the Parties shall be the same as if this Grant had been terminated in the public interest, as described herein.

iii. Damages and Withholding

Notwithstanding any other remedial action by the State, Grantee also shall remain liable to the State for any damages sustained by the State by virtue of any breach under this Grant by Grantee and the State may withhold any payment to Grantee for the purpose of mitigating the State's damages, until such time as the exact amount of damages due to the State from Grantee is determined. The State may withhold any amount that may be due to Grantee as the State deems necessary to protect the State, including loss as a result of outstanding liens or claims of former lien holders, or to reimburse the State for the excess costs incurred in procuring similar goods or services. Grantee shall be liable for excess costs incurred by the State in procuring from third parties replacement Work, Services or substitute Goods as cover.

B. Early Termination in the Public Interest

The State is entering into this Grant for the purpose of carrying out the public policy of the State of Colorado, as determined by its Governor, General Assembly, and/or Courts. If this Grant ceases to further the public policy of the State, the State, in its sole discretion, may terminate this Grant in whole or in part. Exercise by the State of this right shall not constitute a breach of the State's obligations hereunder. This subsection shall not apply to a termination of this Grant by the State for cause or breach by Grantee, which shall be governed by §15(A) or as otherwise specifically provided for herein.

i. Method and Content

The State shall notify Grantee of such termination in accordance with §16. The notice shall specify the effective date of the termination and whether it affects all or a portion of this Grant.

ii. Obligations and Rights

Upon receipt of a termination notice, Grantee shall be subject to and comply with the same obligations and rights set forth in §15(A)(i).

iii. Payments

If this Grant is terminated by the State pursuant to this §15(B), Grantee shall be paid an amount which bears the same ratio to the total reimbursement under this Grant as the Services satisfactorily performed bear to the total Services covered by this Grant, less payments previously made. Additionally, if this Grant is less than 60% completed, the State may reimburse Grantee for a portion of actual out-of-pocket expenses (not otherwise reimbursed under this Grant) incurred by Grantee which are directly attributable to the uncompleted portion of Grantee's obligations hereunder; provided that the sum of any and all reimbursement shall not exceed the maximum amount payable to Grantee hereunder.

C. Remedies Not Involving Termination

The State, in its sole discretion, may exercise one or more of the following remedies in addition to other remedies available to it:

i. Suspend Performance

Suspend Grantee's performance with respect to all or any portion of this Grant pending necessary corrective action as specified by the State without entitling Grantee to an adjustment in price/cost or performance schedule. Grantee shall promptly cease performance and incurring costs in accordance with the State's directive and the State shall not be liable for costs incurred by Grantee after the suspension of performance under this provision.

ii. Withhold Payment

Withhold payment to Grantee until corrections in Grantee's performance are satisfactorily made and completed.

iii. Deny Payment

Deny payment for those obligations not performed, that due to Grantee's actions or inactions, cannot be performed or, if performed, would be of no value to the State; provided, that any denial of payment shall be reasonably related to the value to the State of the obligations not performed.

iv. Removal

Demand removal of any of Grantee's employees, agents, or Sub-grantees whom the State deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable, or whose continued relation to this Grant is deemed to be contrary to the public interest or not in the State's best interest.

v. Intellectual Property

If Grantee infringes on a patent, copyright, trademark, trade secret or other intellectual property right while performing its obligations under this Grant, Grantee shall, at the State's option (a) obtain for the State or Grantee the right to use such products and services; (b) replace any Goods, Services, or other product involved with non-infringing products or modify them so that they become non-infringing; or, (c) if neither of the foregoing alternatives are reasonably available, remove any infringing Goods, Services, or products and refund the price paid therefore to the State.

16. 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.

A. State:

Kevin Tilson
Colorado Office of Economic Development and International Trade
1625 Broadway, Suite 2700

Denver, CO 80202

B. Grantee:

Nancy Fenton
City of Englewood
1000 Englewood Pkwy.
Englewood, CO 80110

17. RIGHTS IN DATA, DOCUMENTS, AND COMPUTER SOFTWARE

Any software, research, reports, studies, data, photographs, negatives or other documents, drawings, models, materials, or Work Product of any type, including drafts, prepared by Grantee in the performance of its obligations under this Grant shall be the nonexclusive property of the State and, all Work Product shall be delivered to the State by Grantee upon completion or termination hereof. The State's nonexclusive rights in such Work Product shall include, but not be limited to, the right to copy, publish, display, transfer, and prepare derivative works.

18. GOVERNMENTAL IMMUNITY

Notwithstanding any other provision to the contrary, nothing herein shall constitute a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the Colorado Governmental Immunity Act, CRS §24-10-101, et seq., as amended. Liability for claims for injuries to persons or property arising from the negligence of the State of Colorado, its departments, institutions, agencies, boards, officials, and employees is controlled and limited by the provisions of the Governmental Immunity Act and the risk management statutes, CRS §24-30-1501, et seq., as amended.

19. STATEWIDE CONTRACT MANAGEMENT SYSTEM

If the maximum amount payable to Grantee under this Grant is \$100,000 or greater, either on the Effective Date or at anytime thereafter, this §19 applies.

Grantee agrees to be governed, and to abide, by the provisions of CRS §24-102-205, §24-102-206, §24-103-601, §24-103.5-101 and §24-105-102 concerning the monitoring of vendor performance on state Grants and inclusion of Grant performance information in a statewide Contract Management System.

Grantee's performance shall be subject to Evaluation and Review in accordance with the terms and conditions of this Grant, State law, including CRS §24-103.5-101, and State Fiscal Rules, Policies and Guidance. Evaluation and Review of Grantee's performance shall be part of the normal Grant administration process and Grantee's performance will be systematically recorded in the statewide Contract Management System. Areas of Evaluation and Review shall include, but shall not be limited to quality, cost and timeliness. Collection of information relevant to the performance of Grantee's obligations under this Grant shall be determined by the specific requirements of such obligations and shall include factors tailored to match the requirements of Grantee's obligations. Such performance information shall be entered into the statewide Contract Management System at intervals established herein and a final Evaluation, Review and Rating shall be rendered within 30 days of the end of the Grant term. Grantee shall be notified following each performance Evaluation and Review, and shall address or correct any identified problem in a timely manner and maintain work progress.

Should the final performance Evaluation and Review determine that Grantee demonstrated a gross failure to meet the performance measures established hereunder, the Executive Director of the Colorado Department of Personnel and Administration (Executive Director), upon request by the Office of Economic Development and International Trade, and showing of good cause, may debar Grantee and prohibit Grantee from bidding on future Grants. Grantee may contest the final Evaluation, Review and Rating by: (a) filing rebuttal statements, which may result in either removal or correction of the evaluation (CRS §24-105-102(6)), or (b) under CRS §24-105-102(6), exercising the debarment protest and appeal rights provided in CRS §§24-109-106, 107, 201 or 202; which may result in the reversal of the debarment and reinstatement of Grantee, by the Executive Director, upon a showing of good cause.

20. GENERAL PROVISIONS

A. Assignment and Sub-grants

Grantee's rights and obligations hereunder are personal and may not be transferred, assigned or sub-granted without the prior, written consent of the State. Any attempt at assignment, transfer, or sub-granting without such consent shall be void. All assignments, Sub-grants, or Sub-grantees approved by Grantee or the State are subject to all of the provisions hereof. Grantee shall be solely responsible for all aspects of sub-granting arrangements and performance.

B. Binding Effect

Except as otherwise provided in §20(A), all provisions herein contained, including the benefits and burdens, shall extend to and be binding upon the Parties' respective heirs, legal representatives, successors, and assigns.

C. Captions

The captions and headings in this Grant are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions.

D. Counterparts

This Grant may be executed in multiple identical original counterparts, all of which shall constitute one agreement.

E. Entire Understanding

This Grant represents the complete integration of all understandings between the Parties and all prior representations and understandings, oral or written, are merged herein. Prior or contemporaneous additions, deletions, or other changes hereto shall not have any force or effect whatsoever, unless embodied herein.

F. Indemnification-General

Grantee shall indemnify, save, and hold harmless the State, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related costs, incurred as a result of any act or omission by Grantee, or its employees, agents, Sub-grantees, or assignees pursuant to the terms of this Grant; however, the provisions hereof shall not be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions, of the Colorado Governmental Immunity Act, CRS §24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. 2671 et seq., as applicable, as now or hereafter amended.

G. Jurisdiction and Venue

All suits, actions, or proceedings related to this Grant shall be held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

H. Modification

i. By the Parties

Except as specifically provided in this Grant, modifications of this Grant shall not be effective unless agreed to in writing by the Parties in an amendment to this Grant, properly executed and approved in accordance with applicable Colorado State law, State Fiscal Rules, and Office of the State Controller Policies, including, but not limited to, the policy entitled MODIFICATIONS OF CONTRACTS - TOOLS AND FORMS.

ii. By Operation of Law

This Grant is subject to such modifications as may be required by changes in Federal or Colorado State law, or their implementing regulations. Any such required modification automatically shall be incorporated into and be part of this Grant on the effective date of such change, as if fully set forth herein.

I. Order of Precedence

The provisions of this Grant shall govern the relationship of the Parties. In the event of conflicts or inconsistencies between this Grant and its exhibits and attachments including, but not limited to, those provided by Grantee, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:

- i. Colorado Special Provisions,**
- ii. The provisions of the main body of this Grant,**
- iii. Exhibit A.**

J. Severability

Provided this Grant can be executed and performance of the obligations of the Parties accomplished within its intent, the provisions hereof are severable and any provision that is declared invalid or becomes inoperable for any reason shall not affect the validity of any other provision hereof.

K. Survival of Certain Grant Terms

Notwithstanding anything herein to the contrary, provisions of this Grant requiring continued performance, compliance, or effect after termination hereof, shall survive such termination and shall be enforceable by the State if Grantee fails to perform or comply as required.

L. Taxes

The State is exempt from all federal excise taxes under IRC Chapter 32 (No. 84-730123K) and from all State and local government sales and use taxes under CRS §§39-26-101 and 201 et seq. Such exemptions apply when materials are purchased or services rendered to benefit the State; provided however, that certain political subdivisions (e.g., City of Denver) may require payment of sales or use taxes even though the product or service is provided to the State. Grantee shall be solely liable for paying such taxes as the State is prohibited from paying for or reimbursing Grantee for them.

M. Third Party Beneficiaries

Enforcement of this Grant and all rights and obligations hereunder are reserved solely to the Parties, and not to any third party. Any services or benefits which third parties receive as a result of this Grant are incidental to the Grant, and do not create any rights for such third parties.

N. Waiver

Waiver of any breach of a term, provision, or requirement of this Grant, or any right or remedy hereunder, whether explicitly or by lack of enforcement, 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.

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21. COLORADO SPECIAL PROVISIONS

These Special Provisions apply to all Grants except where noted in italics.

A. 1. CONTROLLER'S APPROVAL. CRS §24-30-202 (1).

This Grant shall not be deemed valid until it has been approved by the Colorado State Controller or designee.

B. 2. FUND AVAILABILITY. CRS §24-30-202(5.5).

Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

C. 3. GOVERNMENTAL IMMUNITY.

No term or condition of this Grant shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Colorado Governmental Immunity Act, CRS §24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. §§1346(b) and 2671 et seq., as applicable now or hereafter amended.

D. 4. INDEPENDENT CONTRACTOR.

Grantee shall perform its duties hereunder as an independent contractor and not as an employee. Neither Grantee nor any agent or employee of Grantee shall be deemed to be an agent or employee of the State. Grantee and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Grantee or any of its agents or employees. Unemployment insurance benefits shall be available to Grantee and its employees and agents only if such coverage is made available by Grantee or a third party. Grantee shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Grant. Grantee shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. Grantee shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by the State, and (c) be solely responsible for its acts and those of its employees and agents.

E. 5. COMPLIANCE WITH LAW.

Grantee shall strictly comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. 6. CHOICE OF LAW.

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Grant. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. Any provision incorporated herein by reference which purports to negate this or any other Special Provision in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision shall not invalidate the remainder of this Grant, to the extent capable of execution.

G. 7. BINDING ARBITRATION PROHIBITED.

The State of Colorado does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in this Grant or incorporated herein by reference shall be null and void.

H. 8. SOFTWARE PIRACY PROHIBITION. Governor's Executive Order D 002 00.

State or other public funds payable under this Grant shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Grantee hereby certifies and warrants that, during the term of this Grant and any extensions, Grantee has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Grantee is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Grant, including, without limitation, immediate termination of this Grant and any remedy consistent with federal copyright laws or applicable licensing restrictions.

I. 9. EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. CRS §§24-18-201 and 24-50-507.

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Grant. Grantee has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Grantee's services and Grantee shall not employ any person having such known interests.

J. 10. VENDOR OFFSET. CRS §§24-30-202 (1) and 24-30-202.4.

[*Not applicable to intergovernmental agreements*] Subject to CRS §24-30-202.4 (3.5), the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: (a) unpaid child support debts or child support arrearages; (b) unpaid balances of tax, accrued interest, or other charges specified in CRS §39-21-101, et seq.; (c) unpaid loans due to the Student Loan Division of the Department of Higher Education; (d) amounts required to be paid to the Unemployment Compensation Fund; and (e) other unpaid debts owing to the State as a result of final agency determination or judicial action.

K. 11. PUBLIC GRANTS FOR SERVICES. CRS §8-17.5-101.

[*Not applicable to agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental agreements, or information technology services or products and services*] Grantee certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who shall perform work under this Grant and shall confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Grant, through participation in the E-Verify Program or the State program established pursuant to CRS §8-17.5-102(5)(c), Grantee shall not knowingly employ or contract with an illegal alien to perform work under this Grant or enter into a grant with a Sub-grantee that fails to certify to Grantee that the Sub-grantee shall not knowingly employ or contract with an illegal alien to perform work under this Grant. Grantee (a) shall not use E-Verify Program or State program procedures to undertake pre-employment screening of job applicants while this Grant is being performed, (b) shall notify the Sub-grantee and the granting State agency within three days if Grantee has actual knowledge that a Sub-grantee is employing or contracting with an illegal alien for work under this Grant, (c) shall terminate the Sub-grant if a Sub-grantee does not stop employing or contracting with the illegal alien within three days of receiving the notice, and (d) shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to CRS §8-17.5-102(5), by the Colorado Department of Labor and Employment. If Grantee participates in the State program, Grantee shall deliver to the granting State agency, Institution of Higher Education or political subdivision, a written, notarized affirmation, affirming that Grantee has examined the legal work status of such employee, and shall comply with all of the other requirements of the State program. If Grantee fails to comply with any requirement of this provision or CRS §8-17.5-101 et seq., the granting State agency, institution of higher education or political subdivision may terminate this Grant for breach and, if so terminated, Grantee shall be liable for damages.

L. 12. PUBLIC GRANTS WITH NATURAL PERSONS. CRS §24-76.5-101.

Grantee, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that he or she (a) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (b) shall comply with the provisions of CRS §24-76.5-101 et seq., and (c) has produced one form of identification required by CRS §24-76.5-103 prior to the effective date of this Grant.

SPs Effective 1/1/09

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23. EXHIBIT A – STATEMENT OF WORK

1. GENERAL DESCRIPTION

The purpose of this Grant is to provide the Grantee with matching funds for the promotion of the Enterprise Zone and economic development in the **Arapahoe County Enterprise Zone** area.

2. REQUIREMENTS

2.1 Grant Description

Grantee's use of this Grant shall promote:

2.1.1 the Enterprise Zone program to businesses, or

2.1.2 tourist attractions in the Enterprise Zone.

2.2 Use of Funds

2.2.1 Required Expenditures

2.2.1.1 Enterprise Zone Program Marketing

Grantee shall use at least 35% of the Grant to disseminate information on the Enterprise Zone program to businesses. This includes marketing the benefits of the program, increasing awareness that a business is in the Enterprise Zone, and providing information on recent changes to the program.

2.2.2 Optional Expenditures

Expenditures listed in this section shall not be reimbursed by the State until expenditures of at least 35% are spent meeting the requirements for the Required Expenditures section.

2.2.2.1 Administrative Expenses

Grantee shall use no more than 30% of the Grant to cover Administrative Expenses associated with managing the Enterprise Zone. Eligible expenses are the salary of the Enterprise Zone Administrator, copying and faxing costs associated with certifying Enterprise Zone tax credit forms, travel expenses for meetings with local entities about the Enterprise Zone program.

a. Enterprise Zone Meeting Expense

Grantee may increase their allocation for Administrative Expenses by up to \$1,000 if two Enterprise Zone Administrator meetings are attended by the Enterprise Zone Administrator (or their designee) or \$500 if one Enterprise Zone Administrator meeting is attended.

2.2.2.2 Enterprise Zone Tourism

Grantee shall use no more than 65% of the Grant to market attractions in the Enterprise Zone that will bring visitors to the Enterprise Zone and in turn revenue for businesses and entities in the Enterprise Zone area.

2.2.2.3 Other Expenditures

Other closely related Enterprise Zone activities may be reimbursed with Grant funds with prior approval by the State.

2.2.3 Matching Funds

This Grant requires that all uses of EDC funds in §2.2.1 and §2.2.2 receive at least a dollar-for-dollar cash match from local sources. Local match dollars shall not be used to meet other state contractual matching fund requirements. Local match dollars shall be spent on qualified expenditures listed in §2.2.1 and §2.2.2. Local match dollars may not support non-qualifying expenditures.

2.3 Promotional Material and Enterprise Zone Statement

All printed, visual or audio material created with Grant funds is considered "Promotional Material" and shall state "Enterprise Zone" on or within Promotional Material. Tourism expenditures (§2.2.2.2) shall state "Supported by the Enterprise Zone Marketing Grant" on or within the Promotional Material. This includes all brochures, radio ads, TV ads, billboards,

- signage, mailings, website material, and any other items created with Grant funds. Copies of Promotional Material shall be submitted with requests for payment from this grant per §4.2.
- 2.4 The contribution from the CEDF under this Grant shall not exceed the amount of local matching funds expended on this Project, or \$12,500, whichever is less. Grantee may allocate funds to one or more Sub-grantees involved in promotion and economic development activities in the Enterprise Zone. All Project costs in excess of this grant amount shall be the responsibility of the Grantee.

3. PERSONNEL

3.1 Responsible Administrator

Grantee's performance hereunder shall be under the direct supervision of **Nancy Fenton**, an employee or agent of Grantee, who is hereby designated as the responsible administrator of the Work.

3.2 Replacement

Grantee shall immediately notify OEDIT if the Responsible Administrator ceases to serve. Provided there is a good-faith reason for the change, if Grantee wishes to replace the Responsible Administrator, it shall notify OEDIT and seek its approval. Such approval is at OEDIT's sole discretion, as OEDIT issued this Grant Agreement in part reliance on Grantee's representations regarding the Responsible Administrator. Such notice shall specify why the change is necessary, who the proposed replacement is, what their qualifications are, and when the change would take effect. Anytime key personnel cease to serve, OEDIT, in its sole discretion, may direct Grantee to suspend the Work until such time as their replacements are approved. All notices sent under this subsection shall be sent in accordance with the Notices and Representatives provisions of this Grant Agreement.

4. PAYMENT

Payments shall be made in accordance with the provisions set forth in this Grant and **Exhibit A**.

4.1 Advance Payment

OEDIT may transfer Grant Funds in advance of performance only if a Fiscal Rule waiver has been granted by the State Controller for this Grant. To request an "advance payment waiver" send a letter via mail or attached to an email to the State as defined §16A of this contract and state the reason for needing the waiver.

4.2 Requests for Payment

Grantee shall submit requests for payment using the format required and provided by the State and as described herein for each request for payment. Requests for payment shall be made by January 6, 2012. This request for payment shall include:

4.2.1 Payment Request Form (page 1)

This shall be the first page of a request for payment. This form shall explain and justify all expenditures listed on the Payment Request Spreadsheet. This form shall include the signature of the Responsible Administrator as defined in §3.1 herein. The signature certifies that receipts and documentation have been checked, are on file with the Grantee, and shall be submitted to the State upon request and that the information represented in this request for payment is true.

4.2.2 Payment Request Spreadsheet (page 2)

This shall be the second page of a request for payment and shall list the use(s) of grant funds by project.

4.2.3 Copies of Promotional Material (page 3 and on)

The remaining pages of the request shall include copies of all Promotional Material as defined in §2.3 herein. A transcript of video and audio material shall be accepted in place of recordings. Grantee shall include copies of Promotional Material in the order that they are listed on the Payment Request Spreadsheet and shall write the number that is in the column labeled "Row Number" on the Payment Request Spreadsheet that corresponds to the item included.

5. ADMINISTRATIVE REQUIREMENTS

5.1 Accounting

5.1.1 At all times from the Effective Date of this Grant until completion of the Work, the Grantee shall maintain properly segregated books of State Grant funds, matching funds, and other funds associated with the Work.

5.1.2 All receipts and expenditures associated with the Work shall be documented in a detailed and specific manner, and shall accord with §6 Work Budget set forth herein.

5.2 Monitoring

OEDIT shall monitor the Work on an as-needed basis. OEDIT may choose to audit the activities performed under this Grant. Such audit will be requested by OEDIT via electronic media, and all documentation shall be made available for audit by OEDIT within 30 days of such request. Grantee shall maintain a complete file of all records, documents, communications, notes, receipts, invoices and other written materials or electronic media, files or communications, which pertain in any manner to this Grant. Such books and records shall contain documentation of the participant's pertinent activity under this Grant in a form consistent with good accounting practice.

6. WORK BUDGET

6.1 Enterprise Zone Marketing Grant Budget

This Work Budget outlines in table format the appropriate use of funds listed in §2.2.

[Mark box with an "X" to indicate if this Grant is with a "Rural" or "Urban" Enterprise Zone.]

Rural: \$25,000

Required Section	Allocation	Amount (at least)	Section total	TOTAL
EZ Marketing	at least 35%	\$8,750	\$8,750	
Optional Section	Allocation	Amount (up to)	Section total	
EZ Admin.	may use up to 30%	\$7,500		
EZ Mtg. Attendance	may use up to \$1,000	\$1,000		
EZ Tourism/Events	may use up to 65%	\$16,250	\$16,250	\$25,000
Match Section	Allocation	Amount	Section total	
Match	Qualified Expenditures in §2.2	\$25,000	\$25,000	\$25,000
				<u>\$50,000</u>

Urban: \$12,500

Required Section	Allocation	Amount (at least)	Section total	TOTAL
EZ Marketing	at least 35%	\$4,375	\$4,375	
Optional Section	Allocation	Amount (up to)	Section total	
EZ Admin.	may use up to 30%	\$3,750		
EZ Mtg. Attendance	may use up to \$1,000	\$1,000		
EZ Tourism/Events	may use up to 65%	\$8,125	\$8,125	\$12,500
Match Section	Allocation	Amount	Section total	
Match	Qualified Expenditures in §2.2	\$12,500	\$12,500	\$12,500
				<u>\$25,000</u>

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COUNCIL COMMUNICATION

Date: June 6, 2011	Agenda Item: 11 a iv	Subject: Crime Information Center User Agreement
Initiated By: Police Department and City Prosecutor		Staff Source: Jeff Sanchez, Support Services Commander

COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

City Council has a goal of ensuring that the City is safe, clean, healthy, and attractive.

RECOMMENDED ACTION

The Police Department is recommending that City Council adopt a Bill for an Ordinance authorizing the Chief of Police and the City Prosecutor to sign a Colorado Crime Information Center (CCIC)/ National Crime Information Center (NCIC) Computer System - Agency User Agreement with the Colorado Bureau of Investigation.

BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

This proposed ordinance formalizes the City's user agreement with the Colorado Bureau of Investigation for participation in and access to shared information through the Colorado Crime Information Center and the National Crime Information Center Criminal Justice Information Systems.

The User Agreement outlines the responsibilities the Colorado Bureau of Investigation (CBI) maintains as the operating agency of the Colorado Crime Information Center (CCIC) and the National Crime Information Center (NCIC) Criminal Justice Information Systems. The CBI maintains and operates the CCIC computer system under a shared management concept with each user. The Englewood Police Department and the Englewood Prosecutor's office would designate a CCIC Coordinator who is responsible for the agency's use, security and personnel operating the CCIC/NCIC computer system.

FINANCIAL IMPACT

None

LIST OF ATTACHMENTS:

Bill for an Ordinance

BY AUTHORITY

ORDINANCE NO. _____
SERIES OF 2011

COUNCIL BILL NO. 33
INTRODUCED BY COUNCIL
MEMBER _____

A BILL FOR

AN ORDINANCE AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT ENTITLED "CCIC/NCIC COMPUTER SYSTEM AGENCY USER AGREEMENT – COLORADO BUREAU OF INVESTIGATION" BETWEEN THE COLORADO BUREAU OF INVESTIGATION AND THE CITY OF ENGLEWOOD, COLORADO.

WHEREAS, the Agreement outlines the responsibilities the Colorado Bureau of Investigation (CBI) maintains as the operating agency of the Colorado Crime Information Center (CCIC) and the National Crime Information Center (NCIC) Criminal Justice Information Systems; and

WHEREAS, the CBI maintains and operates the CCIC computer system under a shared management concept with each user; and

WHEREAS, the Englewood Police Department and the Englewood Prosecutor's Office would designate a CCIC Coordinator who is responsible for the agency's use, security and personnel operating the CCIC/NCIC computer system;

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 authorized the "CCIC/NCIC Computer System Agency User Agreement – Colorado Bureau of Investigation" between the Colorado Bureau of Investigation and the City of Englewood, Colorado attached hereto as Exhibit A.

Section 2. The Englewood Chief of Police and the City Prosecutor are authorized to sign the intergovernmental "CCIC/NCIC Computer System Agency User Agreement – Colorado Bureau of Investigation" for and on behalf of the City of Englewood, Colorado.

Introduced, read in full, and passed on first reading on the 6th day of June, 2011.

Published by Title as a Bill for an Ordinance in the City's official newspaper on the 10th day of June, 2011.

Published as a Bill for an Ordinance on the City's official website beginning on the 8th day of June, 2011 for thirty (30) days.

James K. Woodward, Mayor

ATTEST:

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 6th day of June, 2011.

Loucrishia A. Ellis



**CCIC/NCIC Computer System
AGENCY USER AGREEMENT**

COLORADO BUREAU OF INVESTIGATION

Purpose:

The purpose of this User Agreement is to outline the responsibilities the Colorado Bureau of Investigation (CBI) maintains as the operating agency of the Colorado Crime Information Center (CCIC) and the National Crime Information Center (NCIC) Criminal Justice Information Systems. The CBI agrees to furnish to the law enforcement agency, hereafter called the User, such information available through the CCIC computer system subject to the provisions contained herein.

Policy:

The CBI adopts the policy of the Federal Bureau of Investigation (FBI) Criminal Justice Information System (CJIS) Division that all data contained within the CCIC and NCIC computer systems is considered Criminal Justice Information and may only be accessed for an authorized criminal justice purpose.

The CBI maintains and operates the CCIC computer system under a shared management concept with each User. A CCIC Coordinator is designated for each agency, and is responsible for that agency's use, security and personnel operating the CCIC and NCIC computer system.

Definitions:

Agency Head: The Chief, Sheriff, District Attorney, or the member of the agency appointed as the authority responsible for the operations of the Department.

BWA: Board of Working Advisors

BED: Board of Executive Directors

CBI: Colorado Bureau of Investigation

CCH: Computerized Criminal History

CCIC: Colorado Crime Information Center

CFR: Code of Federal Regulations

CHRI: Colorado Criminal History Record Information

CJIS: Criminal Justice Information Systems

CORA: Colorado Open Records Act

CSA: CJIS Systems Agency

CSO: CJIS Security Officer

Direct access: Information obtained directly from the terminal, and is disseminated directly within the terminal agency.

FBI: Federal Bureau of Investigation

III: Interstate Identification Index

Indirect access: Information obtained by an agency without direct access from a terminal agency with direct access.

NCIC: National Crime Information Center

Non-Support Agency: An agency with less than 5 full-time sworn officers, federal agencies and communication centers.

ORI: Originating Agency Identifier

OSN: Operator Security Number

PSU: Program Support Unit

Terminal Agency: An agency, which accesses the CCIC and NCIC computer systems.

Agency and CCIC Coordinator Responsibility:

The CCIC Coordinator unifies agency responsibility for system user discipline and serves as a CBI point of contact for handling record validation, quality control, security matters, dissemination of manuals and other publications, training, audits, and any other matters concerning the use and misuse of the CCIC and NCIC computer systems.

The Agency Head and the CCIC Coordinator agree to the below listed responsibilities under this shared management:

Responsible to detect, report and cooperatively investigate any unauthorized access ("misuse") of the CCIC and NCIC computer systems with the CBI immediately;

Provide information to the CBI for the purpose of the background investigation regarding each operator to access the CCIC and NCIC computer systems;

Legal and legislative review of matters pertaining to the CCIC and NCIC computer systems;

Operational, technical, and investigative assistance to personnel operating the CCIC and NCIC computer systems;

The CBI will provide the training and materials to the Coordinator to assist with their perspective agency training responsibilities.

Provide telecommunication lines and routers, including maintenance, for each local law enforcement agency. State and Federal agencies are responsible for this cost;

Operator Access

Fingerprints are required in order for a background check to be conducted for any person with direct access to CCIC/NCIC information, whether using an operator security number (OSN) or by accessing the servers using a system administrator log into the agency network.

Any person with a criminal history record containing a felony conviction will be denied access to the CCIC/NCIC computer systems. The Central Security Officer (CSO) or the designee will review the extenuating circumstances where the severity of the offense and the time period since the offense or arrest supports a possible variance.

Additionally, any person with a criminal history record, with convictions other than a felony

conviction will be reviewed to determine if CCIC/NCIC system access is appropriate based on the offense and conviction information.

Security Responsibilities

The data stored in the CCIC/NCIC computer system is documented *criminal justice information* and must be protected to ensure correct, legal and efficient dissemination and use. Information can be obtained both directly and indirectly. *Direct access* is defined as terminal access and dissemination within the terminal agency. *Indirect access* is non-terminal access through an agency with direct access.

Each agency accessing criminal justice information is responsible for ensuring no residual data exists on the devices used in the agency. In addition, each agency must ensure all CJIS data transmitted via a public network meets the 128-bit encryption standard as detailed in the CJIS Security Policy.

A CCIC Terminal Agency guarding for non-terminal or non 24-hour terminal agencies must assume some responsibility and assist in the enforcement in the CCIC/NCIC system security for all other agencies which it guards.

Security guidelines relating to criminal history record information are set forth in the Interstate Identification Index (III) program in Title 28 Code of Federal Regulations (CFR), Part 20, Subparts A and C; in the NCIC Operating Manual, Part 10; and in Part 3 of the Colorado Public Records Act, known as the Colorado Criminal Justice Records Act (CORA).

CCIC and NCIC Computer System Location

Each terminal agency is responsible for the security throughout the system being guarded by that agency, including all places where terminal devices are located and have access to the Internet. Upon determination a terminal is in non-compliance with system management or security policy, the CBI shall cause that terminal's access to CCIC computer system to be disabled.

A system security officer shall be designated at each agency to assure all necessary physical, personnel, computer, and communication safeguards prescribed by the CBI and the FBI are functioning properly in systems operations. The CCIC Coordinator will be considered the agency's security officer unless the agency notifies the CBI Program Support Unit otherwise. The security officer will be required to provide the CBI with a network diagram and firewall configuration prior to the agency audit.

The rules and procedures governing direct terminal access to the CCIC and NCIC computer

system information shall apply equally to all participants in the system.

All agencies having direct access to computerized CCIC information shall permit the CCIC and NCIC staff to conduct appropriate inquiries with regard to any allegations of security violations.

CCIC and NCIC Audit Responsibilities

The CBI Program Support Unit staff will conduct an audit for each agency accessing criminal justice information to include non-terminal agencies and non criminal justice agencies. Additionally, the FBI audit staff will conduct audits at least once every three years. This audit shall include a sample of state and local criminal justice agencies. The objective of this compliance audit is to verify adherence to CBI and FBI policies and regulations.

CHRI Dissemination and Logging

Pursuant to NCIC policy, the CBI defines procedures to ensure all satellite computers and remote terminals accessing the system maintain a manual or automated dissemination log with notation of the individual making the request for records. Such logs will be maintained for a minimum of one year.

Procedures:

User and CCIC Coordinator procedures are attached to this User Agreement as a separate document titled User Agreement Procedures.

Authority:

Available on-line on the Internet at www.cjisportal.com.

CCIC Training Manual

CJIS Security Policy

Colorado Criminal Open Records Act (CORA)

Colorado Revised Statute (C.R.S.) 24-72-301 thru 309

NCIC Operating Manual

NCIC Code Manual

Interstate Identification Index (III) Program

National Fingerprint File Operating Manual

Title 28, Code of Federal Regulations, Part 20

CBI AR 500-01 – CCIC/NCIC System Integrity

CBI AR 500-02 – CCIC/NCIC Employee Access Agreement

End of Agreement

**COLORADO BUREAU OF INVESTIGATION
CCIC COORDINATOR AND AGENCY USER AGREEMENT**

ACKNOWLEDGMENT

As a terminal agency accessing the CCIC and NCIC computer systems, we hereby acknowledge the responsibilities as set out in this document as well as those documents incorporated by reference. The User also agrees to comply with all state and federal statutes and regulations as may apply, and to use the information received over the CCIC/NCIC systems for criminal justice purposes only. The CCIC/NCIC systems will be used only for official criminal justice purposes and not for licensing or non-criminal justice employment purposes.

We acknowledge these responsibilities have been developed and approved by the CBI and or the FBI in order to ensure the reliability, confidentiality, completeness, and accuracy of all records contained in or obtained by means of the CCIC/NCIC computer systems.

We acknowledge a failure to comply with these responsibilities will subject the CBI and those other federal, state, and local criminal justice users accessing CCIC to various sanctions as recommended by the NCIC Advisory Policy Board, and/or the respective Directors of the CBI and/or the FBI.

The CBI reserves the right to suspend CCIC service to the User when the security or dissemination requirements are violated. The CBI may reinstate service upon receipt of satisfactory assurances such violation(s) have been corrected.

Either the CBI or the User may, upon thirty days notice in writing, discontinue service.

This agreement will become effective on: _____

IN WITNESS WHEREOF, the parties hereto caused this agreement to be executed by the proper officers and officials.

AGENCY: Englewood Police Department
ORI: CO0030100

_____	_____	_____
CCIC Coordinator	Printed Name	Date
_____	_____	_____
Agency Head	Printed Name	Date
	John M. Collins - Police Chief	
	<u>Luis M. Torres</u>	
_____	_____	_____
CBI Director/Designee	Printed Name	Date

Once signed, return **THIS PAGE ONLY** to: CBI Program Support Unit, 690 Kipling Street, Suite 3000, Denver, Colorado 80215.

**COLORADO BUREAU OF INVESTIGATION
CCIC COORDINATOR AND AGENCY USER AGREEMENT**

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Either the CBI or the User may, upon thirty days notice in writing, discontinue service.

This agreement will become effective on: _____

IN WITNESS WHEREOF, the parties hereto caused this agreement to be executed by the proper officers and officials.

AGENCY: Englewood City Prosecutor's Office

ORI: CO003021A

	_____ <i>Elsa Walker</i> _____	_____ <i>3-24-11</i> _____
CCIC Coordinator	Printed Name	Date

	_____ _____	_____ _____
Agency Head	Printed Name	Date
	City Of Englewood Prosecutor	

	_____ <u>Luis M. Torres</u> _____	_____ _____
CBI Director/Designee	Printed Name	Date

Once signed, return **THIS PAGE ONLY** to: CBI Program Support Unit, 690 Kipling Street, Suite 3000, Denver, Colorado 80215.

COUNCIL COMMUNICATION

Date: June 6, 2011	Agenda Item: 11 c i	Subject: Citywide Sidewalk Sales Event
Initiated By: Community Development Department		Staff Source: Darren Hollingsworth, Economic Development Coordinator

COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

At the May 23 Study Session, the merchants from the South Broadway Englewood Business Improvement District provided Council with an update of activities and the special event Eats and Beats. The merchants are interested in setting a citywide sidewalk sales event in conjunction with Eats and Beats.

Ordinance 47, Series of 2000, authorized public side walk sales for community events or celebrations.

RECOMMENDED ACTION

Staff recommends Council approval, by motion, establishing June 25, 2011 as a Citywide public sidewalk sales event.

BACKGROUND

Prior to the passage of Ordinance 47, Series of 2000, sidewalk sales were prohibited under Title 11, Chapter 3, Subsection 3 of the Englewood Revised Municipal Code, which prohibits obstruction of highways and public passages. Ordinance 47, Series of 2000, provides an exception for public sidewalk sales. The City Policy established for public sidewalk sales allows for such sales to be conducted only in conjunction with a City authorized public sidewalk sales event. Saturday, June 25, 2011 has been proposed for a public sidewalk sale event through discussions among members of the South Broadway Englewood Business Improvement District.

FINANCIAL IMPACT

None

LIST OF ATTACHMENTS

None

COUNCIL COMMUNICATION

Date: June 6, 2011	Agenda Item: 11 c ii	Subject: Oracle R12 Upgrade Vendor Selection
Initiated By: Information Technology Department		Staff Source: Andréa Aragon, IT Project Manager

PREVIOUS COUNCIL ACTION

During the August 30, 2010 Study Session, Information Technology Director Jeff Konishi discussed with City Council the necessary upgrade of the City's Oracle eBusiness Suite software. Council expressed support for moving forward with the upgrade in 2011.

RECOMMENDED ACTION

Staff recommends Council approve, by motion, an agreement between the City of Englewood and CedarCrestone, Inc. to provide professional services for the Oracle R12 upgrade project. The contract amount is \$310,750.

BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

Oracle is used to track all financial, payables, payroll, and human resources data and is critical to City operations. In order to maintain our current services and software support, an upgrade is necessary.

The City released an RFP this March requesting Oracle technical and functional consulting for the upgrade. An Executive Committee was formed for the project that includes the Deputy City Manager, the Department Directors for the Human Resources, Financial Services, and Information Technology departments, as well as the IT Department staff members that will be most heavily involved in the project. An additional Core Team was established that includes staff resources from Human Resources, Financial Services and Information Technology that will be working on the upgrade project.

The City received a total of seven responses to the RFP:

Vendor	Cost
RTL Networks	\$908,196
AST Corporation	\$638,501
Zanett	\$489,600
TruTek	\$392,000
CedarCrestone, Inc.	\$322,500
E:solutions	\$302,500
SofTec Solutions, Inc.	\$263,088

The following criteria were used to select vendors to continue forward in the selection process:

- Experience with local government Oracle R12 upgrades
- Overall quality of RFP response
- Proposed team qualifications and experience
- Upgrade approach and methodology
- Estimated cost

The following vendors were then interviewed by both the Executive Committee and Core Team members in mid-April:

Vendor	Amount
AST Corporation	\$638,501
Zanett	\$489,600
CedarCrestone	\$322,500
SofTec Solutions, Inc.	\$263,088

CedarCrestone was ultimately selected as the lowest technically acceptable bidder based on the following qualifications:

- Significant experience with local government Oracle R12 upgrades including the City of Arvada, CO, Orange County, NY, and Yuma County, AZ
- RFP response was thorough and substantiated through the vendor interview
- Proposed team qualifications and experience are a good fit for the City
- Upgrade approach and methodology most closely meshed with the City's expectations and project timeline (mid-July 2011 through mid-Oct 2011)
- Estimated cost was within budget and proposed resources were mostly local which reduced travel and expense costs

FINANCIAL IMPACT

The amount approved in the 2011 Budget for the Oracle R12 Upgrade project is \$350,000. The time and materials contract amount for professional services with CedarCrestone is \$310,750.

LIST OF ATTACHMENTS

Oracle Upgrade Details memo from August 2010 Study Session
Professional Services Agreement
Statement of Work



**AGENDA FOR THE
ENGLEWOOD CITY COUNCIL
STUDY SESSION
MONDAY, AUGUST 30, 2010
COMMUNITY ROOM
6:00 P.M.**

- I. **Security Cameras**
Police Chief Tom Vandermee, Public Works Director Rick Kahm, Information Technology Director Jeff Konishi, Parks and Recreation Director Jerrell Black and Finance & Administrative Services Director Frank Gryglewicz will discuss security cameras at the City.
- II. **Oracle Upgrade**
Information Technology Director Jeff Konishi will discuss the Oracle upgrade.
- III. **2010 Budget and 2011 Budget**
City Council and staff will discuss the 2010 Budget and 2011 Budget.
- IV. **City Manager's Choice**
- V. **City Attorney's Choice**
- VI. **Council Member's Choice**



CITY OF ENGLEWOOD
INFORMATION TECHNOLOGY

To: Mayor Woodward and Members of Englewood City Council
Through: Gary Sears, City Manager
From: Jeff Konishi, Director – Information Technology
Date: August 30, 2010
Subject: Oracle Upgrade Details

Oracle eBusiness Suite is the current ERP software that the City uses to track all financial, payables, payroll, and human resource data and is therefore a mission critical system. On-going upgrades and support for a mission critical system is paramount to ensure that there are no interruptions or errors in day-to-day business. Any delay, error, or down system could have a major financial impact on the City and could affect several or all City Departments and constituents.

We have 2 options going forward with Oracle. Below are the options and the potential effect they would have for the City.

- Upgrade the existing Oracle software
 - o This option would allow the City to continue using Oracle eBusiness Suite and would insure any errors or down systems would be immediately addressed by the vendor.
 - o This option would also insure that all updates such as tax information, federal regulatory changes, payroll information, etc. will always be available to update the City software. Without these updates, the City may be liable for reporting incorrect financial information such as tax reporting errors or miscalculating or not being able to produce /pay payroll.
 - o The current budget request is for \$350,000; however, the final amount may vary and will be determined through a RFP issued during the 1st quarter of 2011.

- Disregard the Oracle upgrade and continue on the existing software at the current version.
 - o This option will only allow the City to continue to operate Oracle software until November 2013 at which time it will no longer be supported. Any errors or a down system will not be addressed by Oracle after November 2013. There is an immediate and additional cost with this option, which we discuss below.
 - o No updates will be provided for data after November 2013, so all tax information, payroll information, etc. will be outdated and will potentially report erroneous financial data.



CITY OF ENGLEWOOD
INFORMATION TECHNOLOGY

- o This option will require an estimated minimum of an additional \$40,000 in 2011 and in each subsequent year through 2013 to continue existing support and to provide updates. Future year's expenses could be increased based on the amounts determined by Oracle. If the additional support costs remain at \$40,000 per year for the next 3 years, total amount paid for the privilege of not upgrading Oracle software would be \$120,000 plus the additional cost of professional services to update Oracle in 2013. This estimated amount will most likely exceed \$350,000 just based on inflation and the additional support costs of \$120,000. Below are the estimated costs if the update were postponed for future years.
 - Estimated total of postponing the upgrade through November 2012 would be a minimum of \$430,000.
 - Estimated total of postponing the upgrade through November 2013 would be a minimum of \$470,000.

Additional risks based on postponing the Oracle upgrade in 2011 would include:

- Due to increasing demands, the risk includes lack of availability, lack of quality, or increased cost of professional services to help the City implement an upgrade.
- Abbreviated timelines could risk quality control of the upgrade and increase the chances for errors.
- The tighter the timeline for the upgrade will potentially increase the chance for missing the final support deadline.
- There will be additional stress on an already strained City staff to complete this project on time while continuing to accomplish their daily tasks and responsibilities.

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (the "Agreement") is made as of this 27th day of May, 2011, (the "Effective Date") by CedarCrestone, Inc., an Alpharetta, GA, based corporation ("Contractor"), and The City of Englewood, Colorado, a municipal corporation organized under the laws of the state of Colorado ("City").

City desires that Contractor, from time to time, provide certain consulting services, systems integration services, data conversion services, training services, and/or related services as described herein, and Contractor 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 Contractor, pursuant to the provision of the Services.

2. Statements of Work. During the term hereof and subject to the terms and conditions contained herein, Contractor 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.** Contractor 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. Contractor 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. Contractor agrees to notify City promptly of any factor, occurrence, or event coming to its attention that may affect Contractor'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. The parties acknowledge that the services to be provided under this Agreement are interactive in nature, such that one party's delay may cause the other party to be unable to meet agreed upon time schedules. Any such delay shall not violate the 'time is of the essence' provision.

(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 Contractor 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 Contractor 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 Contractor 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 Contractor. Upon written notification by City and subsequent verification by Contractor, Contractor shall reimburse or credit, as applicable, City in a timely manner, for any and all taxes erroneously paid by City. City shall provide Contractor with, and Contractor shall accept in good faith, resale, direct pay, or other exemption certificates, as applicable.

6. Out of Pocket Expenses. Contractor 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 Contractor has furnished such documentation for authorized expenses as City may reasonably request.

7. Audits. Contractor 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 Contractor's operations and compliance with this Agreement. Contractor 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 Contractor 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 Contractor, pay Contractor 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 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 Contractor to perform its obligations hereunder. City shall provide to Contractor'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 Contractor, obtain all consents, licenses and sublicenses necessary for Contractor 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. Contractor is an independent contractor and neither Contractor nor Contractor's staff is, or shall be deemed to be employed by City. City is hereby contracting with Contractor for the Services described in a Statement of Work and Contractor reserves the right to determine the method, manner and means by which the Services will be performed. The Services shall be

performed by Contractor or Contractor's staff, and City shall not be required to hire, supervise or pay any assistants to help Contractor perform the Services under this Agreement. Except to the extent that Contractor'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 Contractor.

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 contractor 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 contractors 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 Contractor 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. Contractor represents and warrants that: (1) Contractor 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 Contractor, and the performance by Contractor of its obligations and duties hereunder, do not and will not violate any agreement to which Contractor is a party or by which it is otherwise bound under any applicable law, rule or regulation; (3) when executed and delivered by Contractor, this Agreement will constitute the legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms; and (4) Contractor 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. Contractor warrants that its employees and contractors 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, Contractor 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, Contractor 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. Contractor shall require employees providing Services at a City location to comply with applicable City security and safety regulations and policies.

(d) Compensation and Benefits. Contractor 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 Contractor or to any employee for Contractor's failure to perform its compensation, benefit, or tax obligations. Contractor 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) Contractor Indemnification. Contractor 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), arising out of bodily and other personal injuries or damage to tangible property directly or indirectly arising from acts of Contractor.

(b) Infringement. Contractor 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 Contractor 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 Contractor 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 Contractor or its subcontractors; 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. Contractor 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) Statutory Worker's Compensation, including occupational disease, in accordance with law.

(2) Commercial General 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 Contractor'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 Contractor 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. Contractor 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. 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 Contractor under any Statement of Work shall remain the property of Contractor. With respect to the Work Product, Contractor 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 contractors 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. Contractor is acting only as an independent contractor 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. Contractor 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 Contractor's consent, may request Contractor to undertake additional work with respect to such Statement of Work. In such event, City and Contractor shall execute an addendum to the Statement of Work specifying such additional work and the compensation to be paid to Contractor for such additional work.

22. Subcontractors. Contractor 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 subcontractor shall be subject to all of the obligations of Contractor 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 Contractor 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. Contractor may assign its right to payment as required by a banking or surety agreement by giving written notice to the City.

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 Contractor 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 Contractor, then Contractor 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 Contractor.

29. Time of Performance. Time is expressly made of the essence with respect to each and every term and provision of this Agreement. The parties acknowledge that the services to be provided under this Agreement are interactive in nature, such that one party's delay may cause the other party to be unable to meet agreed upon time schedules. Any such delay shall not violate the 'time is of the essence' provision.

30. Permits. Contractor 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. Contractor 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, Contractor shall make any change, alteration or modification that may be necessary to

comply with any Applicable Laws that Contractor 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 Contractor or any disclosure required by legal, accounting, or regulatory requirements beyond the reasonable control of Contractor, all media releases, public announcements, or public disclosures (including, but not limited to, promotional or marketing material) by Contractor 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. Contractor shall not represent directly or indirectly that any Services provided by Contractor to City has been approved or endorsed by City or include the name, trade mark, or symbol of City on a list of Contractor'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 Contractor 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. Contractor 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 Contractor 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. Limitation of Liability. Contractor shall not be liable for consequential, incidental, special, or punitive damages and its liability hereunder shall not exceed twice the amount paid by the City pursuant to this agreement.

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: _____

Gary Sears

Title: City Manager

ATTEST:

City Clerk - Loucrishia A. Ellis

Cedar Crestone Inc.
(Contractor Name)

1255 Alderman Drive
Address

Alpharetta, Ga. 30005
City, State, Zip Code

By: _____

Title: General Manager

SCHEDULE A

OUTLINE OF STATEMENT OF WORK

1. GENERAL

This Statement of Work ("**SOW**") is made as of May 27, 2011 ("**SOW Effective Date**") by and between CedarCrestone, Inc. ("**CedarCrestone**") and the **City of Englewood** ("**City**"). This SOW incorporates by reference the Professional Services Agreement between the Parties ("**Agreement**"). All capitalized terms not otherwise defined herein shall have the same meaning as in the Agreement. Any specification, design, user requirements document, installation checklist, etc., attached hereto and explicitly referenced herein shall be part of this SOW, provided such documents are in writing and signed by an authorized representative of each party. Anytime the word Services is utilized in this SOW it is defined as the scope of work contained within this SOW.

2. NAMES OF PROJECT COORDINATORS

CedarCrestone Account Executive Name:	Fenton Penna
Address:	PO Box 2550
City/State/ZIP:	Alpharetta, GA 30005
Phone:	877-733-4378
Fax:	877-733-4378
E-mail:	
<hr/>	
CedarCrestone Project Manager Name:	Heather Teague
Phone:	303-588-9921
E-mail:	
<hr/>	
City Project Manager Name:	Andréa Aragon
Address:	1000 Englewood Parkway
City/State/ZIP:	Englewood, CO 80110
Phone:	303-762-2386
Fax:	303-783-6896
E-mail:	
<hr/>	
City Billing Contact Name:	Jeff Konishi
Address:	1000 Englewood Parkway
City/State/ZIP:	Englewood, CO 80110
Phone:	303-762-2388
Fax:	303-783-6896
E-mail:	
<hr/>	
City Site at which Services are to be performed¹:	City of Englewood
Address:	1000 Englewood Parkway
City/State/ZIP:	Englewood, CO 80110
Phone:	303-762-2300

¹ Services may be performed at additional sites as may be mutually agreed upon by the Parties.

3. SUMMARY OF PURPOSE FOR STATEMENT OF WORK

Services to Be Provided:

The services to be provided by CedarCrestone pursuant to this SOW are:

Perform an upgrade assessment and database and applications upgrade for Oracle E-Business Suite Release 12 (R12).

Conduct discussions, analysis, reviews, setup, testing, development, and deliverables consistent with the Project Ownership and Task/Deliverable Guideline Table (Section 6).

Unless otherwise specified in this agreement or arranged with the assigned consultants, a standard work week consists of four (4) ten-hour days Monday through Thursday which may include some efforts being performed remotely. For the weeks of August 8th and August 15th, Melissa Flett and Ann Jalandoni may need to work a Tuesday through Friday schedule so CedarCrestone asks that the City be flexible to accommodate this request.

4. EQUIPMENT AND PROGRAMMING TO BE PROVIDED BY CITY (IF ANY)

The City and CedarCrestone project team members will be co-located at the City facility.

The City will provide CedarCrestone consultants with reasonable working space, equipment and office support, such as VPN, network access, access to printers and copiers as well as coordination on setting up meetings, etc.

The City will provide CedarCrestone with reasonable access to their facilities during normal business hours and otherwise as reasonably requested by CedarCrestone.

5. OTHER CONTRACTOR RESOURCES

Below is the cost estimate, including number of hours and hourly rates, for the Assessment phase:

Phase	Resource Name	Role	Est. Weeks	Est. Hours	Rate	T & M Total Labor
R12 Assessment	Heather T.	Project Manager	1	40	\$ 140	\$ 5,600
		Projects Lead (Project Costing & Billing, AR)	1	40	\$ 135	\$ 5,400
	Angela S.	Financials Lead (GL, FA, PO, AP, CM)	2	80	\$ 135	\$ 10,800
	Melissa F.	Projects Lead (Project Costing & Billing, AR)	1	40	\$ 135	\$ 5,400
	Ann J.	HCM Lead (HR, OTL, Payroll)	2	60	\$ 135	\$ 8,100
	Ryan S.	Technical Lead	1	40	\$ 130	\$ 5,200
Total for Project			8	300		\$ 40,500

Travel expenses will be billed separately and are not expected for this project.

DBA Support Services:

Phase	Resource Name	Role	Est. Weeks	Est. Hours	Rate	T & M Total Labor
R12 Assessment	Dave M.	Database Administration	1	10	\$ 125	\$ 1,250
<i>Total for Project</i>			1	10		\$ 1,250

CedarCrestone is targeting the weeks of July 11th and 18th for the R12 Assessment. The DBA hours can be used throughout the course of the full project.

For the Projects Lead and Financials Lead roles, Angela Schoeman and Heather Teague will divide the modules to facilitate the sessions based on what is best for the City and the outcome of the project while covering the 40 hours of time for Melissa Flett's schedule.

Below is the cost estimate, including number of hours and hourly rates, for the Upgrade phase:

Phase	Resource Name	Role	Est. Weeks	Est. Hours	Rate	T & M Total Labor
R12 Upgrade	Heather T.	Project Manager	6	240	\$ 140	\$ 33,600
		Projects Lead (Project Costing & Billing, AR)	1	40	\$ 135	\$ 5,400
	Angela S.	Financials Lead (GL, FA, PO, AP, CM)	11	440	\$ 135	\$ 59,400
	Melissa F.	Projects Lead (Project Costing & Billing, AR)	10	400	\$ 135	\$ 54,000
	Ann J.	HCM Lead (HR, OTL, Payroll)	11	440	\$ 135	\$ 59,400
	Ryan S.	Technical Lead	11	440	\$ 130	\$ 57,200
<i>Total for Project</i>			50	2,000		\$269,000

Travel expenses will be billed separately and are not expected for this project.

For the Projects Lead and Financials Lead roles, Angela Schoeman and Heather Teague will divide the modules to facilitate the sessions based on what is best for the City and the outcome of the project while covering the 40 hours of time for Melissa Flett's schedule.

6. DESCRIPTION OF WORK PRODUCT AND DELIVERABLES

Assessment:

DELIVERABLE – DESCRIPTION	OWNERS	CONTRIBUTORS
PHASE I – PLAN & DISCOVER		

DELIVERABLE – DESCRIPTION	OWNERS	CONTRIBUTORS
PROJECT LAUNCH		
Planning Agenda – Outlines Assessment workshop meetings.	CedarCrestone Project Manager City of Englewood Project Manager	
ASSESSMENT WORKSHOPS		
Integration Assessment Workshops	CedarCrestone Functional Consultants	City of Englewood Functional Resources City of Englewood Technical Resources
ENVIRONMENT ASSESSMENT		
Environment Assessment – Technical and Database	City of Englewood Technical Resources CedarCrestone Technical Consultants	CedarCrestone Functional Consultants City of Englewood Functional Resources
PHASE II – ANALYZE & DESIGN		
FIT/GAP SESSIONS		
Module Assessment Workshops	CedarCrestone Functional Consultants	City of Englewood Functional Resources
DOCUMENTATION		
Upgrade Assessment Document	CedarCrestone Project Manager CedarCrestone Functional Consultants CedarCrestone Technical Consultants	City of Englewood Functional Resources City of Englewood Technical Resources
Upgrade Project Plan	CedarCrestone Project Manager City of Englewood Project Manager	
ASSESSMENT COMMUNICATION		
Assessment Findings Presentation - presented to stakeholders	CedarCrestone Project Manager CedarCrestone Functional Consultants CedarCrestone Technical Consultants	City of Englewood Project Manager City of Englewood Functional Resources City of Englewood Technical Resources

Upgrade:

DELIVERABLE – DESCRIPTION	OWNERS	CONTRIBUTORS
Phase III – Configure & Develop		
Strategies and Plans		
Deployment Strategy – Summarizes how the system will be rolled out.	CedarCrestone Project Manager CedarCrestone Functional	City of Englewood Project Manager City of Englewood

DELIVERABLE – DESCRIPTION	OWNERS	CONTRIBUTORS
<i>During the course of the project, the City DBA will need to add mandatory patches that are available for testing as part of the project. The consultants will be requesting those patches that are recommended for fixes during the project. The mandatory patches will need to be incorporated and tested prior to going into the 3rd iteration for Integration Testing.</i>	Consultants CedarCrestone Technical Consultants	Functional Resources City of Englewood Technical Resources
Production Support Strategy – Outlines approach for production support needs.	CedarCrestone Functional Consultants CedarCrestone Technical Consultants	City of Englewood Functional Resources City of Englewood Technical Resources
Knowledge Transfer Plan – Defines knowledge transfer approach.	CedarCrestone Project Manager City of Englewood Project Manager	
Communication Plan – Outlines communication approach and audiences.	CedarCrestone Project Manager City of Englewood Project Manager	
Environment Strategy – Lists database environments required. <i>With the reduction of CCI DBA to 10 hours of remote call support, these strategies (Environment and Patch and Fix Strategy) need to be developed and executed by the City DBA</i>	City of Englewood DBA	City of Englewood Functional Resources City of Englewood Technical Resources
Development Standards – Details standards for developing custom code.	CedarCrestone Technical Consultants	City of Englewood Technical Resources
Migration/Version Control Strategy – Defines process for migrating objects.	CedarCrestone Technical Consultants	City of Englewood Technical Resources
Patch and Fix Strategy – Defines guidelines and approach for applying patches and fixes.	City of Englewood DBA	City of Englewood Functional Resources City of Englewood Technical Resources
Batch Processing Strategy – Summarizes approach and method for batch processing.	CedarCrestone Functional Consultants CedarCrestone Technical Consultants	City of Englewood Functional Resources City of Englewood Technical Resources
System Documentation		
Technical Specifications –	CedarCrestone Technical	CedarCrestone Functional

DELIVERABLE – DESCRIPTION	OWNERS	CONTRIBUTORS
Details technical requirements and design for any customization, custom reports, interfaces, and conversion.	Consultants City of Englewood Functional Resources	Consultants City of Englewood Technical Resources
Test Plans – Details testing approach and procedures, for each test cycle.	CedarCrestone Functional Consultants City of Englewood Functional Resources	CedarCrestone Technical Consultants CedarCrestone Project Manager City of Englewood Technical Resources City of Englewood Project Manager
Test Cases – Actual data values to enter in E-Business.	City of Englewood Functional Resources	CedarCrestone Functional Consultants
Development and Unit Testing		
Customizations, Reports, and Interfaces	CedarCrestone Technical Consultants City of Englewood Technical Resources	City of Englewood Functional Resources CedarCrestone Functional Consultants
PHASE IV – TEST & TRAIN		
TEST CYCLES		
Completed System/Integration Testing	CedarCrestone Functional Consultants City of Englewood Functional Resources	CedarCrestone Technical Consultants City of Englewood Technical Resources
Completed Acceptance Testing	City of Englewood Functional Resources City of Englewood Technical Resources	CedarCrestone Functional Consultants CedarCrestone Technical Consultants
Fully Tested System	City of Englewood Functional Resources City of Englewood Technical Resources	CedarCrestone Functional Consultants CedarCrestone Technical Consultants
TRAINING DELIVERY		
Additional Project Team Training	City of Englewood Training Resources City of Englewood Functional Resources	CedarCrestone Functional Consultants
End-User Training <i>The functional consultants will provide the R12 work sessions presentations as a starting point for the training as well as guidance on exercises as appropriate. The City is responsible to complete the material content and the consultants will deliver a training</i>	City of Englewood Training Resources City of Englewood Functional Resources	CedarCrestone Functional Consultants

DELIVERABLE – DESCRIPTION	OWNERS	CONTRIBUTORS
<i>session to the project team as a “training” example. The City will then use their selected trainers to deliver the remaining training.</i>		
PHASE V – DEPLOY & OPTIMIZE		
PRODUCTION CUTOVER PREPARATION		
Cutover Plan – Outlines tasks to complete prior to go live.	CedarCrestone Functional Consultants CedarCrestone Technical Consultants CedarCrestone Project Manager City of Englewood Functional Resources City of Englewood Technical Resources City of Englewood Project Manager	
Production-ready Environment	City of Englewood Technical Resources	CedarCrestone Technical Consultants
CUTOVER TO PRODUCTION		
Final Production System	City of Englewood Technical Resources City of Englewood Functional Resources	CedarCrestone Technical Consultants CedarCrestone Functional Consultants
PRODUCTION SUPPORT		
Functional Support	CedarCrestone Functional Consultants City of Englewood Functional Resources	
Technical Support	CedarCrestone Technical Consultants City of Englewood Technical Resources	
Project Management Support	CedarCrestone Project Manager City of Englewood Project Manager	

7. SPECIAL TERMS, IF ANY

The City shall be responsible for the overall project management, the technical infrastructure, and support during the assessment including, without limitation, knowledge and experience of the operating environment and database. The City shall be responsible for the technical architecture design, deployment, performance tuning and operations to support the Software including, without limitation, server hardware, database platform, operational procedures, and networking.

The City shall provide input, review, and participation during performance of the Services, including, without limitation, requirements gathering, design, working sessions, and day-to-day engagement tasks. The City shall ensure that its employees make time available, and provide CedarCrestone personnel access to key users and technical personnel within the City's organization as it relates to the performance of Services.

The City will dedicate a sufficient number of its internal resources to the project and the functional and technical staff will be fully committed to the project. The City project personnel will participate in accordance to time allocation stated in the proposal and will remain assigned to the project as long as they remain active employees. The City resources that are fully dedicated to the project will be relieved of their current daily functions. The City resources will have the appropriate skill sets, be available as required, and be empowered to make decisions regarding the system configuration and operation of the E-Business application. The City project personnel will be highly knowledgeable of and experienced with the project tasks they are asked to perform related to the current systems.

The City will implement changes in Production with Consultant assistance. The City assumes the responsibility for support or maintenance of Oracle licensed software. Consultant will provide the City with guidance to modify existing business processes instead of customizing the software where applicable.

The City shall pay for the Services in the manner and within the amount of time agreed to by the Parties in this contract.

In addition to the warranty in Paragraph 13 (b) of the Agreement, Cedar Crestone warrants that its performance shall be in accordance with industry standards; its employees and contractors are capable of performing Cedar Crestone's obligations under this Statement of Work and that Cedar Crestone will complete the work it agrees to undertake, consistent with the terms of the Contract and Statement of Work for the City's R12 upgrade and makes no further warranties, express or implied.

8. MODE OF PAYMENT

CedarCrestone shall provide the City with the advice and consultation services outlined herein ("the Services") on a time and materials basis. CedarCrestone shall send semi-monthly invoices to the City, payment of which shall be due thirty days after the invoice date. Each invoice will include a detailed breakdown of time and cost by consultant. All payments must be approved in writing by the City's Project Manager. Disputed amounts will be handled per the Agreement, Section 4. Invoices and Payment. To the extent, if any, that CedarCrestone has estimated the time or fees required to perform any services, these figures are based on averages of prior engagements and the preliminary information collected thus far from the City. CedarCrestone does not guarantee such estimates.

9. LOCATION OF WORK FACILITIES

Remote work will be conducted by Contractor at the location of the assigned consultant and onsite work will be performed at the City facility listed below.

The City will provide the City office space and support as it agrees may be appropriate, at its 1000 Englewood Parkway, Englewood, CO 80110 facility.

10. ACCEPTANCE PROCESS

As Consultant completes the deliverables, it will present the City with an Acceptance Certificate (Attachment A). Within four (4) business days following receipt of the deliverables and Acceptance Certificate (the "Acceptance Period"), the City shall indicate its acceptance of such deliverables by signing the Acceptance Certificate and returning it to Consultant (the "Acceptance") or, if the City does not believe the deliverables are acceptable, the City will notify Consultant in writing of the basis for its rejection. If the City does not accept or reject the Acceptance Certificate within such Acceptance Period, CedarCrestone will have authorization to present a change order if the project schedule is delayed by nonconformance to the Acceptance Period. If the City rejects any deliverables presented by Consultant, the written rejection notice shall specify the basis for the City's determination that the deliverables are not acceptable. The Consultant will have four (4) business days following receipt of the written rejection notice to resubmit the Acceptance Certificate. The Acceptance Process will repeat until Acceptance occurs.

11. CHANGE ORDER PROCESS

If a change to this statement of work is required, a Change Order request (Attachment B) will be the vehicle for communicating the change. A Change Order request will be submitted to the Project Manager of the requesting party who will review the proposed change and determine whether to submit the request to the other party. The City and the Consultant will review the proposed change and recommend it for further investigation or reject it. If recommended for further consideration an investigation will determine the effect that the implementation of the Change Order will have on pricing, schedule, and other terms and conditions of the Agreement.

A written Change Order must be signed by both the City and Consultant Project Managers to authorize implementation of the investigated changes. Until a change is agreed upon in writing, both parties will continue to act in accordance with the latest agreed upon version of the SOW. CedarCrestone will only rely on Change Orders that follow this established change order process.

The offer set forth in this SOW and in the Agreement is valid only through **June 30, 2011** and in the event such documents are not executed by such date, the offer is rescinded, and all terms are null and void.

IN WITNESS WHEREOF, pursuant and in accordance with the Professional Services Agreement between the parties hereto dated _____, 2011, the parties have executed this Statement of Work as of this _____ day of _____, 2011.

CITY OF ENGLEWOOD, COLORADO

By: _____
Gary Sears
Title: City Manager

CedarCrestone, Inc.

By: _____
Title: General Manager