Agenda for the
Regular Meeting of the
Englewood City Council
Monday, June 20, 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 June 6, 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. Randy Egan will be present to provide an update regarding the RTD parking expansion proposal north of the Englewood Station Park-N-Ride.

   b. Clarold Morgan, President of Kent Village Association, will be present to address City Council regarding Kent Place.

   c. Craig Cahen, President of Cahen Architectural Group and the consulting architect for Kent Village Association, will be present to address City Council regarding Kent Place.

   d. Ryan Laird will be present to address City Council regarding inequitable water and sewer billing practices, lack of water conservation, and misinformation that has perpetuated these problems.

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

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

   Council Response to Public Comment.

8. Communications, Proclamations, and Appointments.

   a. Letter from William Skinner announcing his resignation from the Code Enforcement Advisory Committee.

   b. A resolution appointing Angela Schmitz as an Associate Judge for the City of Englewood's Municipal Court.

      The Honorable Judge Vincent Atencio will swear in Angela Schmitz as an Associate Judge for the City of Englewood's Municipal Court.

9. Consent Agenda Items.

   a. Approval of Ordinances on First Reading

      i. Council Bill No. 34 - Recommendation from the Election Commission and City Clerk's Office to adopt a bill for an ordinance approving an Intergovernmental Agreement with Arapahoe County for the November 1, 2011 Coordinated Election. **Staff Sources: Frank Gryglewicz, Director of Finance and Administrative Services and Loucrishia A. Ellis, City Clerk.**

   b. Approval of Ordinances on Second Reading.

      i. Council Bill No. 29, approving a Memorandum of Understanding with the United States Marshals Service authorizing Englewood's participation in the Adam Walsh Task Force.

      ii. Council Bill No. 30, 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.

      iii. Council Bill No. 31, accepting a grant from the State of Colorado Economic Development Commission to fund marketing and administration for the Arapahoe County Enterprise Zone.

      iv. Council Bill No. 33, 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.

c. Resolutions and Motions.

10. Public Hearing Items. (No Public Hearing Scheduled)

11. Ordinances, Resolutions and Motions

a. Approval of Ordinances on First Reading.

b. Approval of Ordinances on Second Reading.

c. Resolutions and Motions.

i. Recommendation from the Community Development Department to adopt a resolution recommending a moratorium on the issuance of certain building permits in the MU-R-3-B zoned portions of the 3200, 3300 and 3400 blocks of South Grant Street and the 3200 block of South Sherman Street. **Staff Source: Alan White, Director of Community Development Department.**

ii. Recommendation from the Public Works Department to approve, by motion, a construction contract for the Union Avenue Bridge Repair Project. Staff recommends awarding the contract to the lowest acceptable bidder, Technology Constructors, Inc., in the amount of $160,311. **Staff Source: David Henderson, Engineering/Capital Projects Administrator.**

12. General Discussion.

a. Mayor's Choice.

b. Council Members' Choice.

13. City Manager's Report.

14. City Attorney's Report.

15. Adjournment

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

SAVE CUSHING PARK:

The below slide was presented in December 2010 by Mayor Jim Woodward

First Tier Suburbs Committee Meeting at the Congress of Cities (December 2010)

During the Congress of Cities the First Tier Suburbs Council discussed common challenges facing their communities. Presentations covered redevelopment opportunities of Transit Oriented Development, as well as new ways to improve the appearance of neighborhoods. Small group discussions followed on a number of topics.

"Transit Oriented Development, Jim Woodward, Mayor from Englewood,CO"

Slide number 22

Converting the north lot to residential and adding parking east of City Center is the polar opposite of expanding the existing lot.

Facilities in Englewood

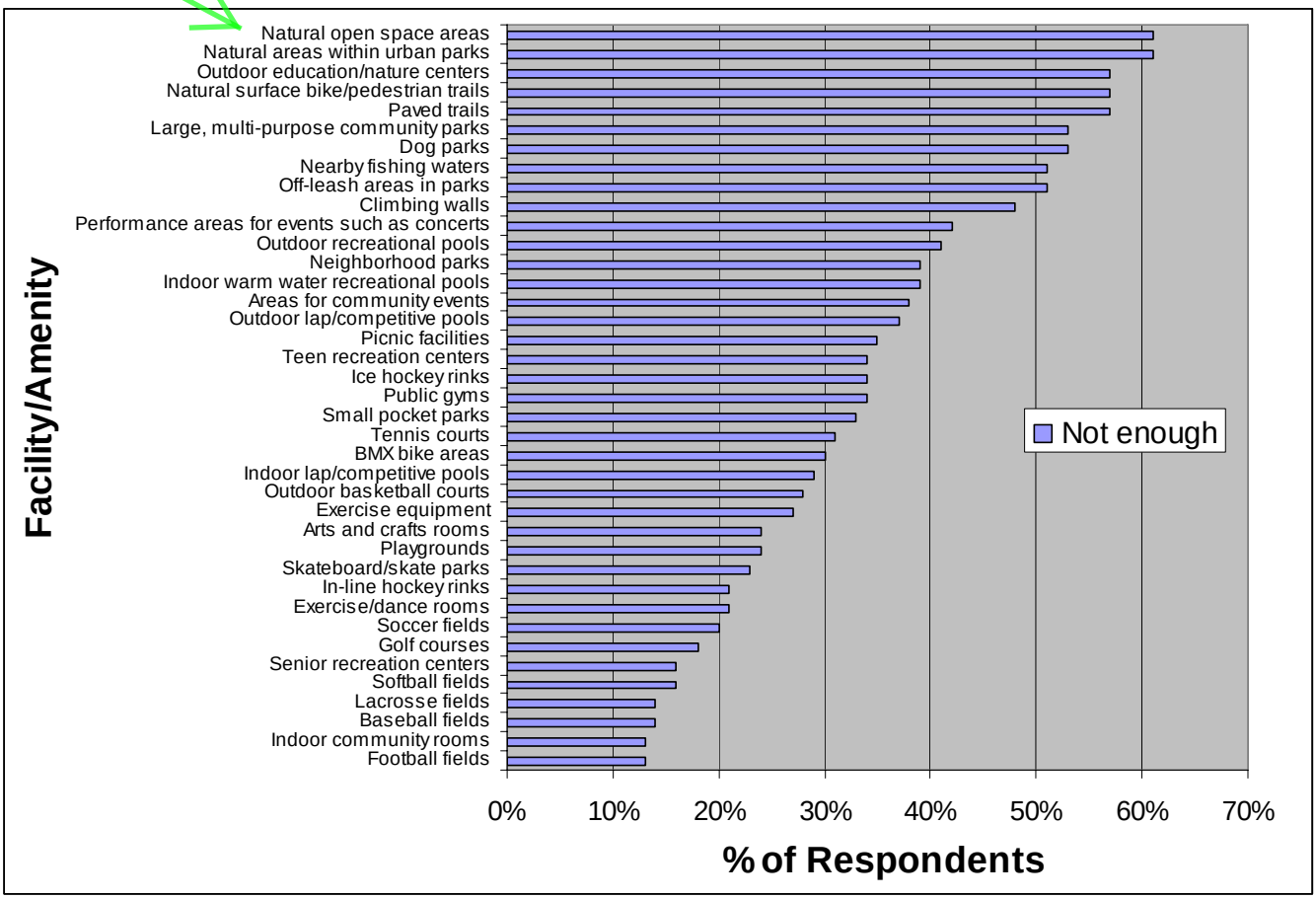
Survey respondents were given a list of available recreation facilities and park and open space features. They were then asked to indicate whether there are too many, enough, not enough, or that they had no opinion of each type of facility and/or feature in Englewood to meet the needs of them and their family.

When the data was analyzed to exclude those who did not have an opinion, which focuses on those people who are assumed to know enough about the facilities to have an opinion, the results show that the top six facilities that people feel are lacking in Englewood are 1) bike and pedestrian trails, 2) paved trails, 3) centralized neighborhood parks, 4) performance areas for activities such as concerts, 5) picnic facilities, and 6) large multi-purpose community parks.

Other interesting results from this question include the following:

- **People who have children in their households were more likely than those who do not have children to indicate there are not enough:**
  - ✓ Natural surface bike/pedestrian trails
  - ✓ Picnic facilities
  - ✓ Indoor warm water recreational pools
  - ✓ Outdoor recreational pools
  - ✓ Public gyms
  - ✓ Climbing walls
  - ✓ Outdoor lap/competitive pools
  - ✓ Tennis courts
  - ✓ Indoor lap/competitive pools
  - ✓ Playgrounds

Figure 3.12. Not Enough of These Facilities in Englewood – Of Those With an Opinion



KENT VILLAGE ASSOCIATION
ENGLEWOOD, COLORADO

BOARD OF DIRECTORS

Henry Goldstein
Franz Hummel
Chuck Johns
Linda Koudelka
Andrea Mallen
Clarold Morgan
Leonard Plank

OFFICERS

Clarold Morgan, President
Henry Goldstein, Vice President and Treasurer
Andrea Mallen, Secretary

MEMORANDUM TO: Kent Village Homeowners

FROM: Clarold Morgan

DATE: June 10, 2011

SUBJECT: Kent Place

Background. As you know from the last Newsletter and our discussion at the 2011 Annual Meeting, the City Manager, Gary Sears, and the City of Englewood Community Development staff has taken the position that the City will not apply "design standards" to the Kent Place developers' plans to be submitted for building permits. The city staff has told us that it is not concerned with the quality or architecture of the project, and the director of Community Development flatly stated the staff would approve "a three story cinderblock apartment building with casement windows and aluminum awnings" if it is presented that way.

In other words, it appears at this point that all of the meetings and discussions since 2004 that addressed the quality and design of the finished Kent Place project are essentially "out the window," and the staff is willing to approve virtually any plans the developer submits, as long as the buildings fit in the PUD footprint and conform to the bulk plane standards. There will be no staff oversight on quality or design if the staff has its way.

This isn't acceptable.

Now What's Going On? On May 24, we wrote a letter to the City Manager that outlined our concern about this situation. A copy of that letter is attached for your information. Mr. Sears replied two days later, on May 26, that "I will review your requests with staff and will forward a detailed response as soon as I have finished that review." We have not heard from Mr. Sears' since then.

What's Next? The next meeting of the Englewood City Council is on Monday, June 20 at 7:30 p.m. in the Englewood City Council Chambers. We need to get our message to Council (which approved the site plan in the first place) that design standards the Council approved do apply to the project and must be applied by the staff before building permits are issued.

The message can be delivered in several ways.

First, Association officer(s) and our architects will appear at the meeting on June 20 and present testimony. You are also encouraged to attend the meeting, and – if you wish to do so – to speak to Council. (You'll need to sign in on the attendance sheet and indicate your intention to speak at the meeting.) Speaking isn't as important as your presence at the meeting to show support.

Second, we need as many written expressions of concern and opinion as possible to be delivered to members of City Council before the meeting, so that Council members will realize that the owners of Kent Village and the surrounding community are concerned and expect promises made to be promises kept and the design standards met.

Could you please take the time to email or mail your thoughts and comments to City Council as soon as possible? Below is a compilation of brief, one-sentence comments that reflect the contents of the letter we've already sent. If you agree, you can use one sentence, or combine several sentences or convert the thoughts to your own words. The Council members' addresses are at the end of the comment sheet.

Your comments should be delivered sometime this coming week, as early as possible before the meeting on Monday, June 20.

Summary of Comments. Here are ideas that you might use, if you agree with the thoughts.

"This developer has made promises over the past several years to create a first class residential development. Now, I learn that the city has no intention of enforcing those promises. Council needs to stop what's going on."

"We thought the planned unit development described an upscale project that would enhance property values in the area. Have you changed your mind? Garden variety, dime-a-dozen apartments are not equivalent to luxury townhomes."

"How can you ignore the specific design values that are in the PUD filing? We're told the city staff won't apply design standards at all."

"Just because the developer can't deliver on its promises to build a first class development at Kent Place, do you think that cheapening the design to apartment rentals is o.k. at the expense of the surrounding community?"

"The developer is in the business of taking risks for a profit. The cost of the economic downturn should be the developer's. Just because it can't afford to build the upscale townhomes it promised, why shift the burden to surrounding homeowners and saddle the neighborhood and Englewood with a mediocre product?"

"We understand that the PUD for Kent Place contains specific design standards that must be satisfied in order to obtain a building permit. Council needs to take a close look at the staff's refusal to apply those standards and depreciate the community's property values."

"The hours of construction are awful. I noticed that the City restricted Xcel Energy to work this month next door to Kent Place from 8 a.m. to 5 pm Monday through Friday and only infrequently on weekends. Why is this construction project given the extra hours? That's absolutely unfair."

"Before the City issues building permits for Kent Place, as our elected representatives please be sure that the developer delivers the high quality designed project it promised. We hear that we're sliding from first class to run-of-the-mill, and the City staff is party to the scheme."

"I saw a copy of the planned unit development papers. In one place it says, "the individual units will be large and airy and as open to views a possible with expansive windows to contrast to the stucco exteriors. Steeply sloping roofs with projecting cornices will complement the European feel to the architecture, taking clues [sic] from the University of Denver and nearby residential communities." From what I hear, the current sketches are a long way from that description. We need city council to step in and straighten out this mess before it's too late."

Addresses. Please email or regular mail your though to Council at the following addresses. Send one to each if you can.

Rick Gillit, Englewood City Council, via email,
Joe Jefferson, Englewood City Council, via email,
Bob McCaslin, Englewood City Council, via email,
Linda Olson, Englewood City Council, via email,
Randy Penn, Englewood City Council, via email,
Jill Wilson, Mayor Pro Tem, City of Englewood, via email,
Jim Woodward, Mayor, City of Englewood, via email,

The mailing address for all Council members is:

[Councilmember's name]
Englewood Civic Center
1000 Englewood Parkway
Englewood, CO 80110

KENT VILLAGE ASSOCIATION
ENGLEWOOD, COLORADO

COPY

BOARD OF DIRECTORS

Henry Goldstein
Franz Hummel
Chuck Johns
Linda Koudelka
Andrea Mallen
Clarold Morgan
Leonard Plank

OFFICERS

Clarold Morgan, President
Henry Goldstein, Vice President and Treasurer
Andrea Mallen, Secretary

May 24, 2011

Gary Sears, City Manager (via email -)

Subject: Kent Place Development – May 12, 2011 Public Meeting

Dear Gary:

The May 12 public meeting with you and your staff was helpful in understanding the staff's view of the status of the Kent Place development plan. The staff stated that there is no approved site plan as of the date of the meeting, and that, after review by the City's design review team, the next step in the process is submission by the developer of plans for building permits. A member of the planning staff indicated to our consultant in mid-April, among other things, that there would be no further notice or public involvement in connection with either the commercial or residential design or construction. Mr. White expressly stated during the May 12 meeting that the City has no design standards for residential construction and that, if the residential developer submits plans that are contained within the PUD footprint and conform to the bulk plane requirements of the PUD, then the plans would be approved, even if the proposed design is a "cinderblock structure with casement windows and aluminum awnings." There are several reasons that we do not agree with these procedures and policy.

First, the position taken by the City appears to be inconsistent with discussions with Continuum, testimony before the Planning Commission, testimony before the City Council and discussions with the Neighborhood Advisory Group and members of the community during the past five years of planning for the Kent Place site development. As stated in the May 1, 2011 letter to you,

> "In March, 2011, Continuum distributed to the Advisory Group a jointly developed set of objectives that included "a neighborhood feeling present in other Continuum projects . . ."; "architectural design appropriate and compatible with Englewood and Cherry Hills Village;" "warm, inviting

> materials;" striving to maintain or enhance adjacent property values in Kent Village, Hampden Hills, Cherry Hills Heights and Cherry Hills Village;" and "well designed facades on all four exposures."

If the staff position is in fact followed and permits are issued without design oversight or further community involvement, then the joint efforts of the community (and the developer) are a sham. That standard allows the developer to give assurances with respect to design and quality to your staff, the Planning Commission, the City Council and the community with impunity, because there is to be no forum to review and discuss whether or not the plans submitted for permit by the developer conform to these assurances.

Apparently, the developers' plans are to be approved, as we were told at the May 12 meeting, "without design review." This result simply does not reflect the inducements of the developer, the expectations of the community or the requirements of the PUD. Among other things, the PUD contains contains design standards that, under these procedures, will be completely ignored.

Second, it appears that the staff position is in conflict with the express provisions of the PUD that requires, among other things, that

> "Applicant shall submit specific design elevations, list of primary materials and a color board for the exterior of the buildings at least 30 days prior to the issuance of the first building permit for the project."

Despite the bifurcation of ownership of the site in December 2010, the PUD remains a single document governing development of Kent Place. Accordingly, design elevations, materials and a color board for the *entire* project – both commercial and residential – are required before *any* building permits are issued for any part of the site. The staff's position regarding design review directly contradicts the spirit and express language of the PUD.

Our May 12 meeting seems to confirm the observation in the May 1 letter that "[i]t now appears that we are asked to trust that the purchaser of the residential site, an apartment developer selected by Continuum, will conform to these inviting assurances made by Continuum, without an opportunity to see or comment on details of the project and confirm that the product conforms to the promises." According to your staff, the plans are to be approved without design review or further community input.

We respectfully request that you revisit the staff position (stated at our last meeting) denying that there exist "review standards" for the Kent Place PUD and also

address the requirements of the PUD that provide for notice and opportunity for the community to comment before buildings permits are issued.

We appreciate your cooperation in continuing this project with the long term interests of the community as well as the immediate economic interest of the developer in mind.

I look forward to hearing from you.

Very truly yours,

Kent Village Association

by:_____
President

encl.

cc – Daniel L. Brotzman, City Attorney (via email –

Rick Kahm, Director of Public Works (via email –

Alan White, Director of Community Development (via email -

Henry Goldstein, Vice-President and Treasurer, Kent Village Association
Craig Cahen, AIA, Cahen Architectural Group
James Johnson, AIA, J G Johnson Architects

From: Gary Sears
Sent: Thursday, June 09, 2011 2:42 PM
To: Linda Olson
Subject: RE: Kent Place Information Sheet-5/20/11 Update

Hi Linda,
Thank you for your email. You're right, at the end of the last meeting with Clarold three weeks ago, we indicated that we would get back to him, along with all of the groups interested in the project, when we received building plans and elevations related to the project. We stated that they would be informed when we had received the submissions for off-site improvements and the initial phase of the commercial site development, and that they could review these submitted plans and provide any comments for our review process. I did not tell Clarold that we would respond to hypothetical questions.
As it goes, we received submissions late yesterday and will be sending notification to all of the groups informing them that we did receive these plans and would welcome comments from all groups. We will also copy City Council of this notification (which is included in today's newsletter). With the current submissions, however, we did not receive commercial elevations, which Continuum states, will be available in the next two weeks. When we receive them, again, we will send a note to all groups, including Kent Village, informing them that Continuum's elevations have been submitted and we will be receiving comments at that time.

I hope this answers your questions. Again, Clarold should receive a note from us informing him that the plans for the off site improvements and the grocery store have been submitted (yesterday), and that staff will be happy to receive comments; which, again, was our only response indicated at the meeting.

Hope all is well with you. Talk to you soon.

Gary

> **From:** Linda Olson
> **Sent:** Thursday, June 09, 2011 8:35 AM
> **To:** Gary Sears
> **Subject:** RE: Kent Place Information Sheet-5/20/11 Update
>
> Hi Gary,
> You received a letter from Clarold Morgan a few weeks ago and you responded by saying you will get back to him. Can you tell me when you plan to respond to his questions? I have received calls. I have been looking for the communication as you forwarded it to me or at least cc'd me on it. I just can't find it. If you can let me know when you think you will respond, I can at least let him know.
> Also, the press is calling me about Kent Place. Something must be up with Continuum or Forum? Someone got fired in Forum maybe? Any word on anything?
>
> ***Linda***
>
> Linda G. Olson, PhD
> Englewood City Council, District 2
> C: 303-503-4020
> H: 303-789-4799

MEMORANDUM
COMMUNITY DEVELOPMENT

TO: Mayor and City Council

THRU: Mike Flaherty, Deputy City Manager

FROM: Alan White, Community Development Director

DATE: June 16, 2011

RE: Kent Place

The following information is provided to clarify the Kent Place PUD documents, the review process, design standards, and current status of the Kent Place project.

Kent Place PUD Amendment 2

In 2008 Council passed Ordinance No. 26 authorizing the Denver Seminary Planned Unit Development (PUD) Amendment No. 2.

The changes to the previous PUD approved for Amendment No. 2 were:

- Three envelopes in which an allowed use or activity may occur provided all PUD height, setback, bulk plane, and floor area requirements are met. Establishment of the envelope does not mean the envelope will be completely filled; only that development may occur within the envelop area.
- Addition of single and two-unit residential use;
- Addition of hotel use;
- Increase in retail/commercial space to 75,000 square feet;
- Decrease in the number of residential units from 350 to 300;
- Limit dormers on structures along the west boundary (Negotiated with Kent Village);
- Coordinate bulk plane and height to each envelope.

Per Amendment No. 2, The "envelope" concept provides the flexibility to make changes to the building location and orientation to meet consumer and market demands without the need to amend the PUD site plan each time an adjustment is considered.

One condition of approval of Amendment No. 2 acknowledged the "need for flexible development options by establishing three (3) development envelopes. Technical site plan review of development within said envelopes shall be by the Development Review Team for compliance with PUD and City development standards."

It should also be noted that the 2008 approved PUD laid out a phased approach to the project for design and construction. The construction schedule described at the time of the 2008

approval was as follows: "The first phase will include 1 or more retails buildings, surface parking to serve them while maintaining access and use of the existing auditorium building. Subsequent phases will demolish the remaining existing buildings and complete the retail buildings and 1 or more 'row' 'town' house buildings as well as the remaining towers and additional parking to serve them." These were statements of the anticipated phasing of the project and are not regulatory in nature. The PUD does not mandate that one use or building be built first. However, the PUD does require that specific design elevations be submitted at least 30 days prior to issuance of the first building permit. Subsequent phases will also be required to submit design elevations at least 30 days prior to issuance of their respective building permit.

PUD Review Process

The 2008 PUD amendment approved by Council was intended to give the developer some latitude in siting buildings and arranging parking lots and open areas on the site. Final approval for the overall site plan and other design elements was established as an administrative process without the need for further public hearings. Subsequent permit review is done by individuals in various departments and comments back to the developer are coordinated through community development or the building division. If there are issues to resolve, those are typically accomplished with a staff person meeting with the developer.

When submitted, the plans are public record and are available for inspection. Although not required by the PUD or the Unified Development Code (UDC), staff has notified, and will continue to do so, interested parties (and City Council members), that plans for the first building permit have been submitted (this first permit is for retaining walls). The plans may go through several iterations of review and re-submittal before final approval is obtained.

Design Standards

The PUD sets out dimensional requirements and other limitations or requirements for development on the site: setbacks, bulk planes, maximum heights, maximum square footage of retail, maximum number of dwelling units, required parking and required landscaping. Staff's review of all elements of the plans submitted for building permit approval will focus on these requirements and limitations.

The approved PUD also contains an Architectural Character statement with very broad language that is subject to interpretation. This language is an attempt to describe the intended character of the development. The PUD does not contain quantitative or measurable architectural design standards are established for either the residential uses or retail uses. Instead, phrases such as "high quality materials" and "European atmosphere" are used to describe the intended character of the development. No guidance is given as to what materials are to be considered "high quality." Other words and phrases, like "stucco", "masonry", "steeply sloped roofs", and "minimize illumination impact on surrounding neighborhoods" are measureable or identifiable elements of the Architectural Character statement that will be used in reviewing the development, in addition to those standards found in the UDC as noted below.

UDC section 16-6-10.E: "Design Standards and Guidelines for Large Retail Buildings" provides quantitative, measureable standards for retail buildings greater than 20,000 square feet. More

specifically, the section states: "These standards and guidelines apply to all new projects that include development of one (1) or more large retail buildings, as defined in Chapter 16-11 EMC, as a use-by-right or within a Planned Unit Development without equal or more stringent retail design standards and guidelines."

As permit plans are submitted for each phase of the proposed residential and retail development, staff will review the plans for compliance with the dimensional standards of the PUD, those PUD Architectural Character elements that are measureable or identifiable, the UDC Design Standards and Guidelines for Large Retail Buildings, and the Development Standards, General Notes, and the Parking, Landscape and Signage/Fencing Standards established in the PUD.

Current Status

On June 9th Continuum/Regency Partners submitted plans for a permit to construct site improvements for the first phase of the commercial area of Kent Place, including roadways, utilities, parking areas, sidewalks, landscaping, and retaining walls. Required elevations and a color/materials board for the grocery store were not submitted, but were expected to be submitted within a week. A building permit application has not been submitted for construction of the grocery store itself.

The submitted plans are available for review at the Building Division. Under provisions of the PUD, the City may not issue the first building permit until a minimum of 30 days after the first elevations have been submitted. The City's review may result in the applicant needing to make changes to the plans and re-submit them.

Brook Bell

From: Brook Bell
Sent: Thursday, June 09, 2011 4:26 PM
To: [illegible]
Cc: #City Council; Alan White; Audra Kirk; Barbara Krecklow; Nancy Fenton; Darren Hollingsworth; Lance Smith; Rick Kahm; Larry Nimmo
Subject: Kent Place Plan Submittal

To Whom it May Concern,

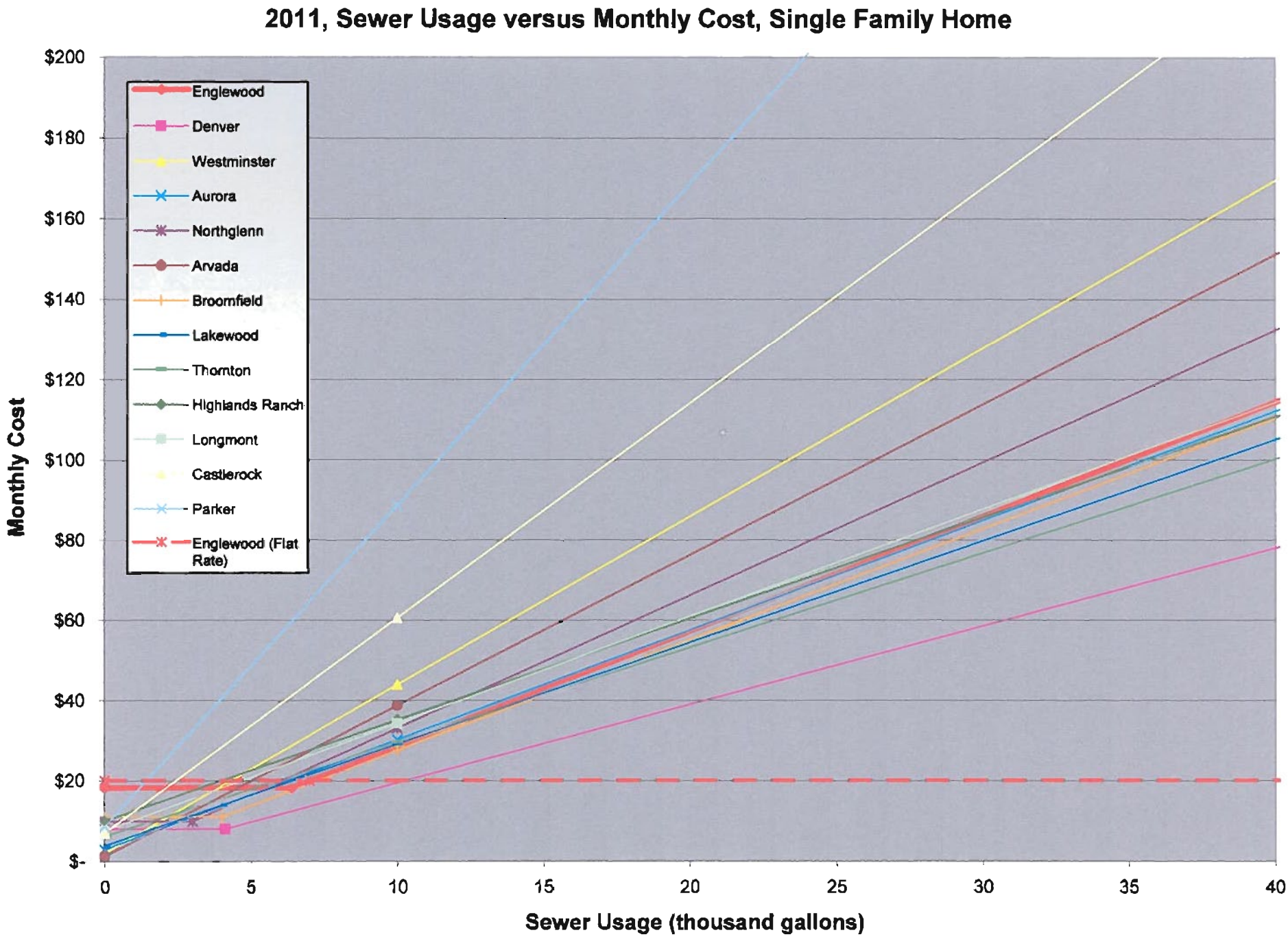
Continuum/Regency Partners has submitted plans for a permit to construct improvements for the first phase of the commercial area of Kent Place, including roadways, utilities, parking areas, sidewalks, landscaping, and retaining walls. Required elevations and a color/materials board for the grocery store have not yet been submitted, but are expected to be submitted within the next week. A building permit application was not submitted for the grocery store at this time.

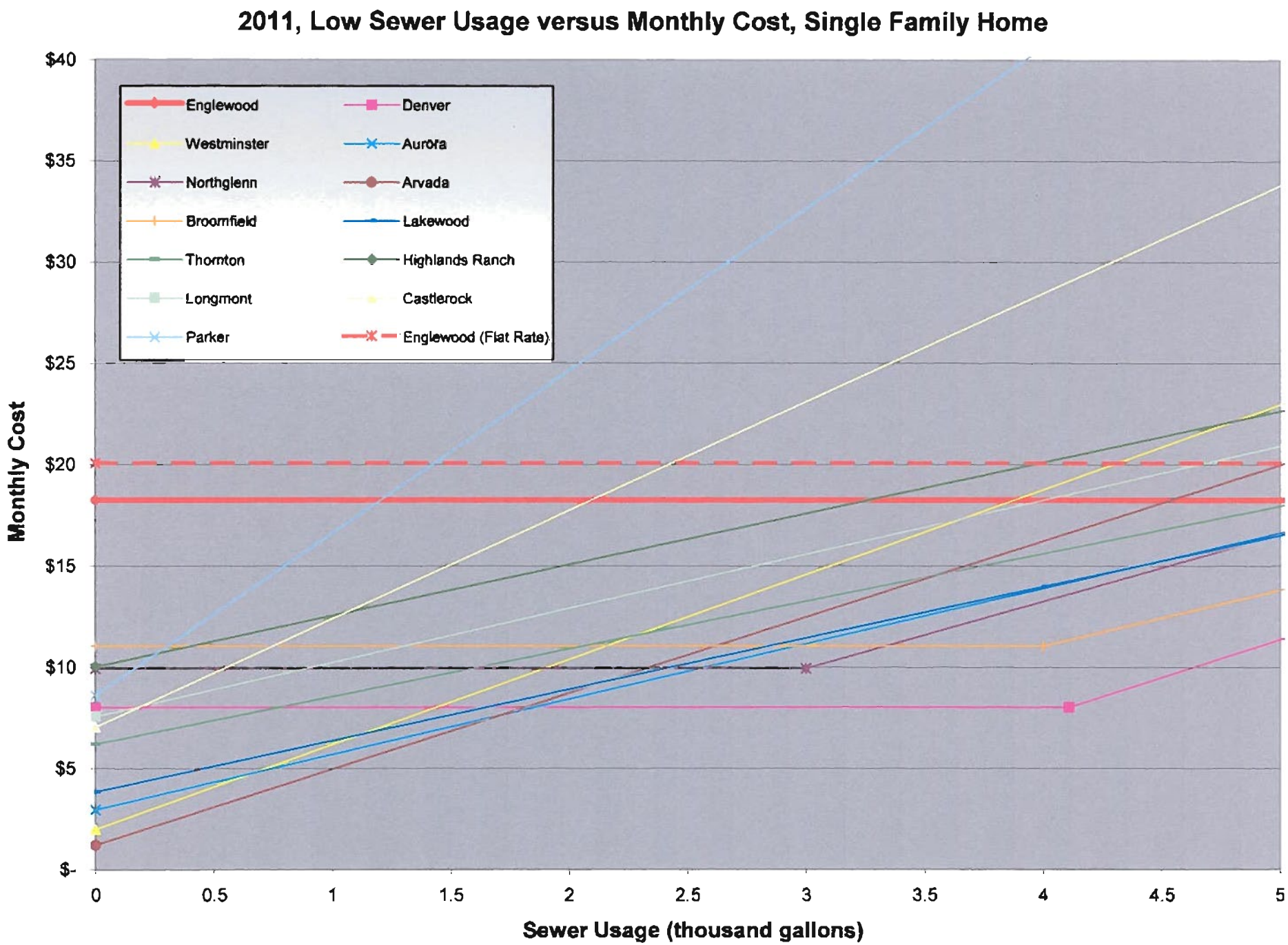
The submitted plans are available for review at the Englewood Building Division, 1000 Englewood Parkway, 3rd floor. Plans may be reviewed during normal business hours from 8:00 a.m. to 5:00 p.m. Under provisions of the PUD, the City has 30 days to review the plans after the elevations are submitted. The City's review may result in the applicant needing to make changes to the plans and re-submit them.

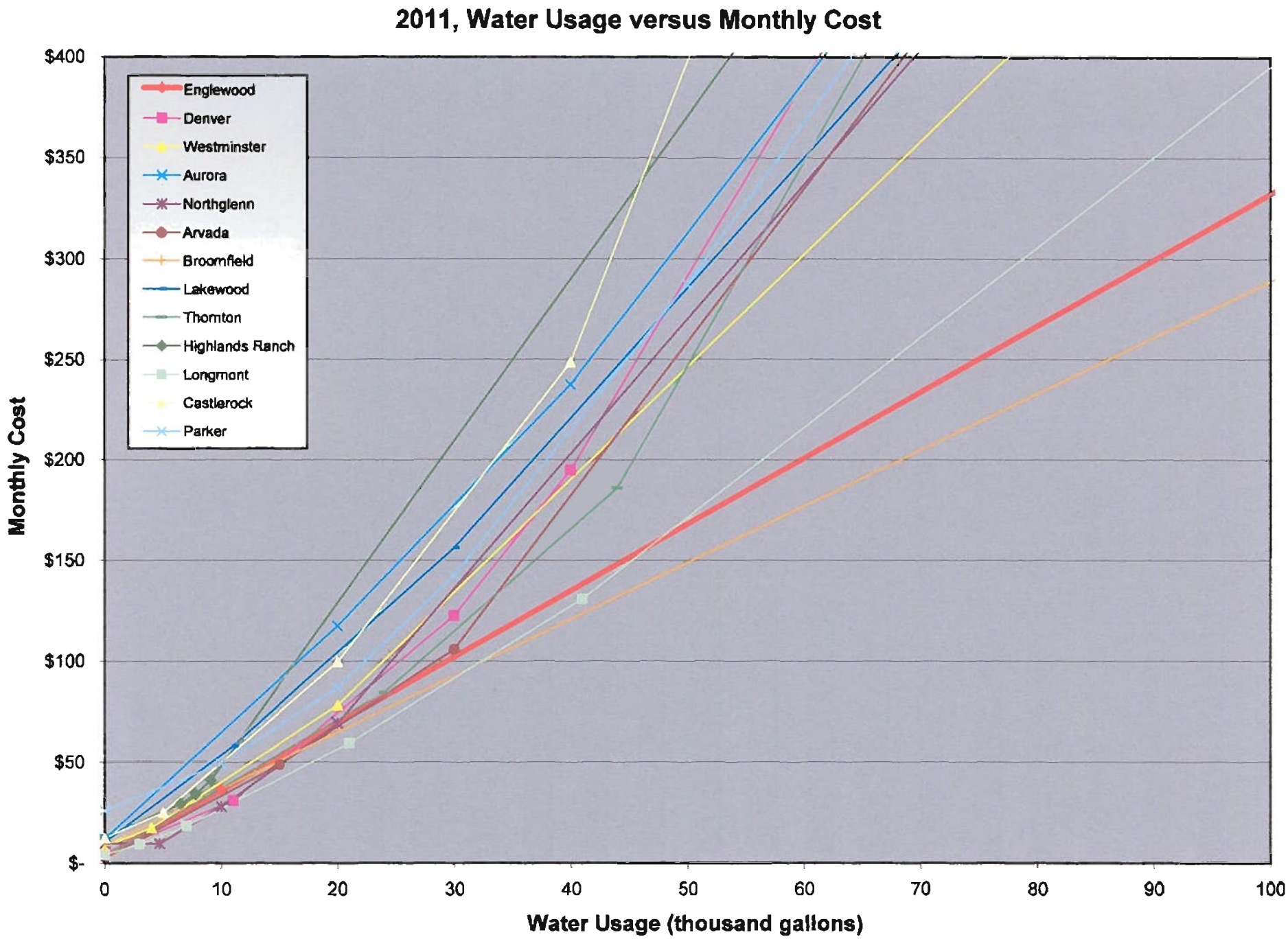
Written comments on the plans may be submitted to the City, directed to Brook Bell, either by email or letter to the Community Development Department. In order for any comments to be considered in the City's review, comments must be received by June 30, 2011.

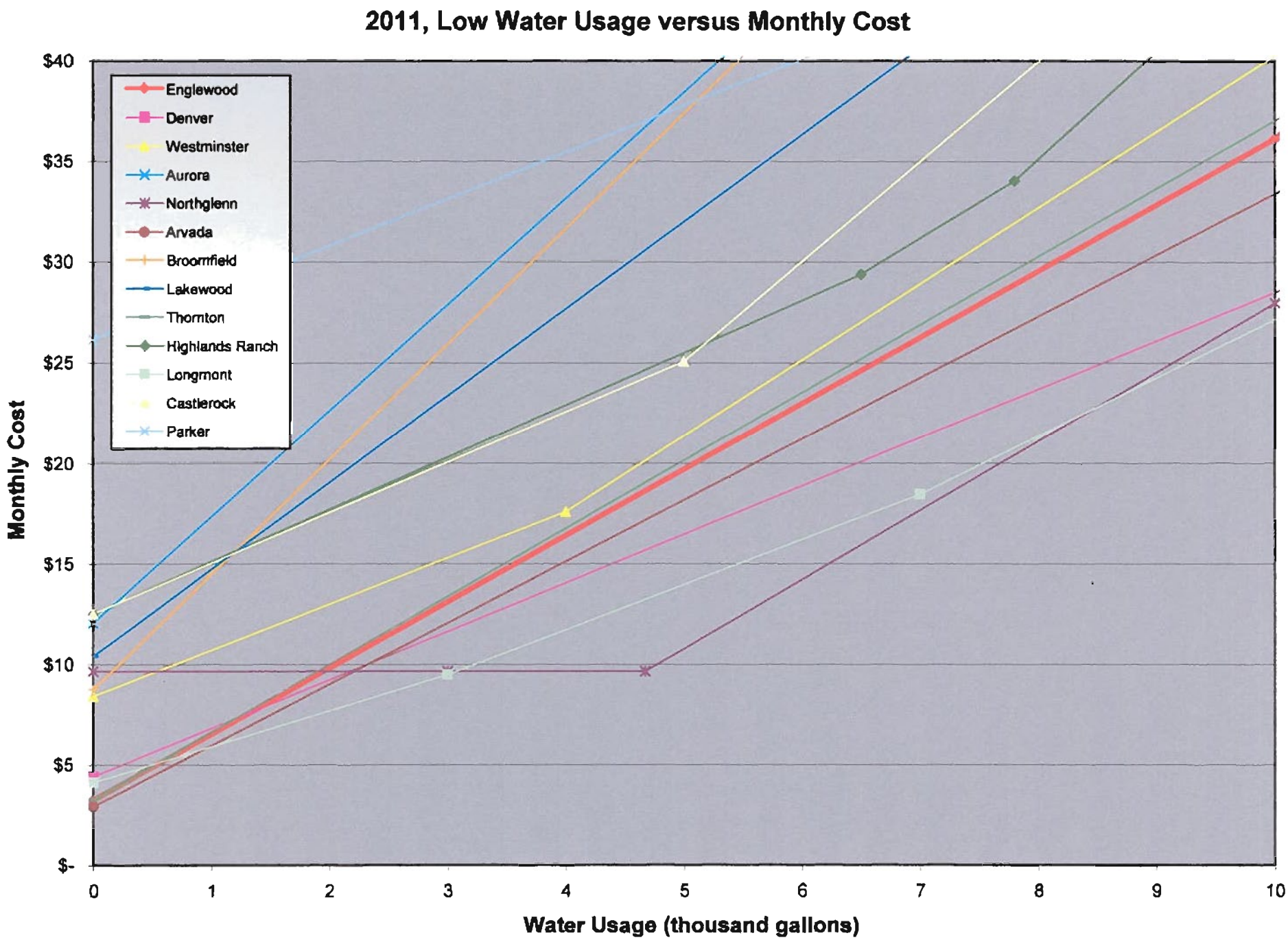
Sincerely,

Brook Bell, AICP
Planner II
Community Development Department
1000 Englewood Parkway
Englewood, CO 80110


2011, Sewer Usage versus Monthly Cost, Single Family Home
Monthly Cost
$200
$180
$160
$140
$120
$100
$80
$60
$40
$20
$-
0
5
10
15
20
25
30
35
40
Sewer Usage (thousand gallons)
Englewood
Denver
Westminster
Aurora
Northglenn
Arvada
Broomfield
Lakewood
Thornton
Highlands Ranch
Longmont
Castlerock
Parker
Englewood (Flat Rate)


2011, Low Sewer Usage versus Monthly Cost, Single Family Home
Monthly Cost
$40
$35
$30
$25
$20
$15
$10
$5
$-
0
0.5
1
1.5
2
2.5
3
3.5
4
4.5
5
Sewer Usage (thousand gallons)
Englewood
Denver
Westminster
Aurora
Northglenn
Arvada
Broomfield
Lakewood
Thornton
Highlands Ranch
Longmont
Castlerock
Parker
Englewood (Flat Rate)


2011, Water Usage versus Monthly Cost
Monthly Cost
$400
$350
$300
$250
$200
$150
$100
$50
$-
0
10
20
30
40
50
60
70
80
90
100
Water Usage (thousand gallons)
Englewood
Denver
Westminster
Aurora
Northglenn
Arvada
Broomfield
Lakewood
Thornton
Highlands Ranch
Longmont
Castlerock
Parker


2011, Low Water Usage versus Monthly Cost
Monthly Cost
$40
$35
$30
$25
$20
$15
$10
$5
$-
0
1
2
3
4
5
6
7
8
9
10
Water Usage (thousand gallons)
Englewood
Denver
Westminster
Aurora
Northglenn
Arvada
Broomfield
Lakewood
Thornton
Highlands Ranch
Longmont
Castlerock
Parker

June 8, 2011

Sergeant Englert, and other members of the CEAC

I regret that I will soon be ineligible to serve as a member of the CEAC.

Susan and I have decided to sell our home and move. We are in the final stages of this sale. Once our home sale is complete I will not have a home address within the Englewood city limits. I believe this means I will not meet the requirements to sit on the CEAC.

I have enjoyed the chance to sit and serve on this committee. I strongly feel it is a citizen's responsibility to take part in their government in whatever capacity that are able. A government can only be as good as the citizen's commitment to good governance. I commend the members of this committee, the staff in the Code Enforcement Department, and the elected members of the Council for taking up that task.

I apologize for leaving my position before the terms are completed. Unfortunately circumstances beyond my control have dictated that Susan and I move forward with our lives at this point in time, and that means a change of address and the subsequent move from the City of Englewood.

William Skinner

COUNCIL COMMUNICATION

Date:	Agenda Item:	Subject:
June 20, 2011	8 b	Appoint Associate Judge Angela Schmitz

Initiated By:	Staff Source:
Municipal Court	Tamara Wolfe Court Administrator

COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

The Municipal Court supports City Council's goal of providing appropriate service levels by requesting that they continue to appoint Associate Judges to serve the City of Englewood.

RECOMMENDED ACTION

Presiding Judge Vincent Atencio requests that the Council appoint Angela Schmitz to serve a four-year term as an Associate Judge for the City of Englewood, commencing June 20, 2011 and expiring June 19, 2015.

BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

Associate judges are required in order for the Court to maintain a full time, full service schedule. The judges fill in for the Presiding Judge when there is a conflict of interest, illness or vacation. Ms. Schmitz meets the qualification required to serve as an Associate Judge. An additional Associate Judge is required at this time in order to preserve adequate service levels.

FINANCIAL IMPACT

There is no additional financial impact, as associate judge fees are included in the annual budget.

LIST OF ATTACHMENTS

Resolution

RESOLUTION NO. _____
SERIES OF 2011

A RESOLUTION FOR THE APPOINTMENT OF ANGELA SCHMITZ AS AN ASSOCIATE MUNICIPAL JUDGE FOR THE CITY OF ENGLEWOOD, COLORADO.

WHEREAS, pursuant to Article IX, Part II, Section 68, of the Englewood Home Rule Charter, "Council may appoint one or more associate judges, who shall sit at such times and upon such causes as shall be determined by the presiding municipal judge;" and

WHEREAS, the Judges fill in for the Presiding Judge when there is a conflict of interest, illness or vacation; and

WHEREAS, Ms. Schmitz meets the qualifications required to serve as an Associate Judge; and

WHEREAS, Presiding Judge Atencio requests that the City Council appoint Angela Schmitz to serve a four-year term as an Associate Judge for the City of Englewood, commencing June 20, 2011 and expiring June 19, 2015; and

WHEREAS, the Englewood City Council desires to appoint Angela Schmitz as an Associate Municipal Judge in and for the City of Englewood;

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

Section 1. Angela Schmitz, shall be and hereby is appointed as an Associate Municipal Judge in and for the City of Englewood, Colorado, for a term commencing June 20, 2011 and expiring June 19, 2015.

ADOPTED AND APPROVED this 20th 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	Agenda Item	Subject
June 20, 2011	9 a i	Intergovernmental Agreement with Arapahoe County for Coordinated Election Services

INITIATED BY	STAFF SOURCE
Election Commission/City Clerk's Office	Frank Gryglewicz, Director of Finance and Administrative Services Loucrishia A. Ellis, City Clerk/Election Commission Member

COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

The City of Englewood has participated with Arapahoe County in conducting coordinated elections for every City of Englewood General Municipal Election since 1993.

RECOMMENDED ACTION

Approve, by ordinance, an intergovernmental agreement between the City of Englewood and Arapahoe County for the November 1, 2011 Coordinated Election.

Because of State Legislation and the Taxpayer's Bill of Rights (TABOR) amendment approved by the voters in 1992, coordinated elections are to be conducted throughout the State by County Clerks. Arapahoe County has advised the City of Englewood it will be conducting a Vote Center Election on November 1, 2011. The County has the capability of coordinating this election and including the City of Englewood.

The Election Commission agrees that it is in the best interest of the electors of Englewood to conduct future elections jointly with the other political entities within the County. In order to participate in the 2011 Coordinated Election, the City of Englewood must enter into an intergovernmental agreement with Arapahoe County.

Staff has reviewed the proposed intergovernmental agreement and concurs with the Commission's recommendation.

FINANCIAL IMPACT

Since costs are based on several variables, e.g. the number of registered electors in the City of Englewood at the time of the election, the number of ballot questions, the number of entities participating in the election, the financial impact is only an estimate. Based on the known facts, the cost of the 2011 Municipal Election has been budgeted at $25,000.00.

LIST OF ATTACHMENTS

Proposed bill for an ordinance

BY AUTHORITY

ORDINANCE NO. ____
SERIES OF 2011

COUNCIL BILL NO. 34
INTRODUCED BY COUNCIL
MEMBER _____

A BILL FOR

AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE BOARD OF COMMISSIONERS OF ARAPAHOE COUNTY, COLORADO, BY AND THROUGH THE ARAPAHOE COUNTY CLERK AND RECORDER, AND THE CITY OF ENGLEWOOD, COLORADO, TO CONDUCT A COORDINATED ELECTION ON NOVEMBER 1, 2011.

WHEREAS, pursuant to the Uniform Election Code of 1992 (Articles 1 to 13 of Title 1, C.R.S.) as amended, governmental entities are encouraged to cooperate and consolidate elections in order to reduce taxpayer expenses; and

WHEREAS, the City of Englewood has participated with Arapahoe County in conducting coordinated elections since 1993; and

WHEREAS, Arapahoe County and the City of Englewood have determined that it is in the best interest of the taxpayers and the electors to conduct a Coordinated Election on November 1, 2011; and

WHEREAS, Arapahoe County and the City of Englewood desire to set forth their respective responsibilities for the Coordinated Election pursuant to the Intergovernmental Agreement.

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

Section 1. The Intergovernmental Agreement for Coordinated Election is attached hereto as "Exhibit A". The Intergovernmental Agreement for Coordinated Election is hereby accepted and approved by the Englewood City Council.

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

Introduced, read in full, and passed on first reading on the 20th day of June, 2011.

Published by Title as a Bill for an Ordinance in the City's official newspaper on the 24th day of June, 2011.

Published as a Bill for an Ordinance on the City's official website beginning on the 22nd 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 20th day of June, 2011.

Loucrishia A. Ellis

EXHIBIT A

INTERGOVERNMENTAL AGREEMENT
FOR COORDINATED ELECTION
ARAPAHOE COUNTY
NOVEMBER 1, 2011
(Election)

This Intergovernmental Agreement is entered into by and between the Board of County Commissioners of the County of Arapahoe, State of Colorado and the Arapahoe County Clerk and Recorder (hereinafter jointly referred to as the "County") and the City of Englewood (hereinafter referred to as the "Political Subdivision" and/or "jurisdiction").

WHEREAS, pursuant to the Uniform Election Code of 1992, (Articles 1 to 13 of Title 1, C.R.S.) as amended, governmental entities are encouraged to cooperate and consolidate elections in order to reduce taxpayer expenses; and

WHEREAS, the County and the Political Subdivision have determined that it is in the best interest of the taxpayers and the electors to conduct a Coordinated Election on November 1, 2011; and

WHEREAS, the County and the Political Subdivision desire to set forth their respective responsibilities for the Coordinated Election pursuant to this Intergovernmental Agreement.

NOW, THEREFORE, IT IS AGREED by the County and the Political Subdivision as follows:

1. The November 1, 2011 election shall be conducted as a Coordinated Election in accordance with the Uniform Election Code of 1992 (Articles 1-13 of Title 1, C.R.S.). The election participants shall be required to execute agreements with Arapahoe County for this purpose and may include municipalities, school districts and special districts within the Arapahoe County limits and the State of Colorado.

2. The November 1, 2011 election shall be conducted by the County as a Vote Center Election with the use of paper ballots, electronic voting equipment and voting machines.

3. The Arapahoe County Clerk and Recorder shall be designated as the Coordinated Election Official and the Political Subdivision hereby identifies Loucrishia A. Ellis, City Clerk as its Designated Election Official.

4. The County shall perform the following tasks in relation to said election, to wit:

   a. Negotiate an agreement for the printing of the official ballots.

   b. Provide a copy of the ballot layout and the text of the official ballot to the Designated Election Official for proofreading before authorization to begin printing of all ballots.

   c. Certify the complete number of registered electors within the Arapahoe County portion of the Political Subdivision no later than October 12, 2011.

   d. Provide a copy of the Political Subdivisions' legal boundaries as defined in the Arapahoe County Street List Locator no later than July 29, 2011.

   e. Provide support on the date of the election by telephone and in person, should the need arise, until counting of the ballots is completed.

   f. Provide unofficial results of the election on election night by telephone or by facsimile transmittal or electronic transmittal upon request.

g. Maintain a list of actual voters from the November 1, 2011 election, and upon request, generate a printed list of the persons who voted following the election. The cost will be $.005 (1/2 cent) per name.

h. Store all voted ballots for a minimum of 25 months, and all other materials required by law (Section 1-7-802, C.R.S.) to be saved, in such a manner that they may be accessed by the participating jurisdiction, if necessary, to resolve any challenge or other legal questions that might arise regarding the election.

i. Keep a careful and accurate accounting of time, supplies, printing costs and salaries attributable to the County's administration of the election for the jurisdiction. The participating jurisdiction's proportional share of actual costs shall be based on County expenditures relative to the November 1, 2011 election.

j. Appoint, compensate, instruct and oversee the board of canvassers.

k. Appoint, compensate, instruct and oversee the judges of the election.

l. Publish and post the required legal notice pursuant to C.R.S. 1-5-205 that is published no later than 10 days prior to the election for the jurisdiction's ballot issues, ballot questions and/or candidates.

m. Prior to tabulation of voted ballots, provide the participating jurisdiction test ballots of the jurisdiction's ballot style(s) to allow for testing of electronic vote-counting equipment.

n. Provide and operate the County's electronic voting machines and vote-counting equipment. There will be no charge for the pre-election preventative maintenance on the electronic vote-counting equipment for this election cycle.

5. The Political Subdivision shall perform the following tasks in relation to said election, to wit:

a. (1) Certify the candidates, if applicable, and the list of ballot issues and/or ballot questions on a portable data storage device or by email (with receipt confirmed by the County Election Department) in Microsoft Word format along with a paper copy no later than 4:00 p.m. on September 2, 2011. The ballot content must be certified in the order in which it will appear on the ballot. <u>The certified list of candidates, ballot issues and/or ballot questions shall be final and the County will not be responsible for making any changes after the certification.</u>

(2) Subject to Section 6 of this agreement, if it is determined, pursuant to 42 USC Sec. 1973aa-1a prior to the November 1, 2011 election, that Arapahoe County is a covered county and thus is required to meet the federal bilingual election requirements, then the Political Subdivision shall provide the County with a Spanish language translation of the ballot issues and/or ballot questions certified to the ballot by the Political Subdivision. Additionally, any notices posted or published by the Political Subdivision as provided in subsection 5.c. of this agreement, shall be provided in English and Spanish language versions.

b. Within one day of receipt, proofread the layout and the text of the jurisdiction's portion of the official ballots before authorizing the printing of all ballots.

c. Publish and post any required legal notices for the jurisdiction's candidates, ballot issues and/or ballot questions, other than the notice required by C.R.S. 1-5-205 that is published no later than 10 days prior to the election. A copy of such published legal notice shall be submitted to the County for its records.

d. Prepare, hand-count and deliver to the County Clerk, the required test deck of ballots for testing the electronic vote counting equipment. Participate in logic and accuracy test, date to be determined.

e. Remit payment directly to Arapahoe County within 60 days of billing for its prorated share of **ALL COSTS** relating to the printing and mailing of ballots and all other election expenses described in Section 4.

f. Comply with the provisions of the Uniform Election Code of 1992 (Articles 1-13 of Title 1, C.R.S.), and the time guidelines schedule as attached hereto as these relate to the November 1, 2011 election. The Political Subdivision shall notify the County of any exception no later than 29 days prior to the election.

g. The Political Subdivision shall defend and resolve at its sole expense all challenges relative to the candidates, ballot issues and/or ballot questions as certified to the County for inclusion in the November 1, 2011 Coordinated Election.

h. Submit to the County a map identifying the participating jurisdiction's boundaries no later than July 25, 2011.

i. Certify to the County, no later than August 19, 2011, the Political Subdivision's legal boundaries from the Street List Locator provided to the Political Subdivision on July 29, 2011.

j. Obtain and deliver a certified copy of the property owners' list for the Political Subdivision, (if deemed applicable), that has been reviewed against the voter registration records in the office of the Arapahoe County Clerk and Recorder.

k. Deliver all requests for mail-in ballots to the County for processing. Such requests shall be delivered or faxed daily to the Arapahoe County Clerk and Recorder's office.

6. If there is no determination pursuant to 42 USC Sec. 1973aa-1a prior to the November 1, 2011 election that Arapahoe County is a covered county, then the provisions of subsection 5.a.(2) of this agreement shall not be applicable.

7. The Political Subdivision avers that it has sufficient funds available in its approved budget to pay its prorated election expenses for the November 1, 2011 Coordinated Election.

8. Unless otherwise agreed in writing, this Intergovernmental Agreement and the interpretation thereof shall be governed by the laws of the State of Colorado.

9. Should any provision of this Intergovernmental Agreement be determined by a court of competent jurisdiction to be unconstitutional or otherwise null and void, it is the intent of the parties hereto that the remaining provisions of this Intergovernmental Agreement shall be of full force and effect.

10. Notices to be provided under this Intergovernmental Agreement shall be given in writing either by hand delivery or deposit in the United States mail, certified mail, return receipt requested, with sufficient postage, to the following persons:

Nancy A. Doty	**DEO Name:** Loucrishia A. Ellis
Arapahoe County Clerk and Recorder	**Title:** City Clerk
5334 South Prince St.	**Address:** 1000 Englewood Parkway
Littleton, Colorado 80166-0211	**City, St, Zip:** Englewood, CO 80110

11. This Intergovernmental Agreement may not be modified, amended or otherwise altered unless mutually agreed upon in writing by the parties hereto.

ARAPAHOE COUNTY BOARD OF COUNTY COMMISSIONERS

_____ _____

Rod Bockenfeld, Chair Date

_____ _____

Nancy A. Doty, Coordinated Election Official Date

JURISDICTION NAME: CITY OF ENGLEWOOD

_____ _____

By James K. Woodward Date

Title Mayor

Coordinating Jurisdiction Calendar for November 1, 2011 Vote Center Coordinated Election

Date	Event	Reference
22-Jul	Last day to notify county clerk of intent to participate in the coordinated election	1-7-116(5); 1-1-106(5); IGA Agreement
25-Jul	Jurisdiction to provide copy of legal boundaries to County Clerk	IGA Agreement
29-Jul	County Clerk to provide copy of legal boundaries to jurisdiction	IGA Agreement
3-Aug	Earliest day for School District Candidates to circulate nominating petitions (90 days prior)	1-4-803 (1)(b)
19-Aug	Jurisdiction to certify legal boundaries to County Clerk	IGA Agreement
23-Aug	Last day to sign IGA	1-7-116(2)
26-Aug	Last day for school director candidates to file petition (67 days prior)	1-4-803 (2)
29-Aug	Last day for write in candidate for non-partisan election to file intent (64 days prior)	1-4-1102(2)
2-Sep	Coordinating jurisdictions to certify ballot content (60 days prior)	1-8-116(2) 1-1-106(5)
16-Sep	Deadline for filing Tabor pro/con statements with DEO (Friday before the 45th day before the election)	Art X, Sec. 20(3)(b)(v); 1-7-901 (4)
17-Sep	UOCAVA ballot mailing deadline (45 days prior)	
20-Sep	Tabor notices filed with County Clerk (42 days prior)	1-7-904
30 Sep	Ballots in custody of County Clerk (32 days prior)	1-5-403 (1)
30-Sep	Clerk to provide registration lists and Assessor to provide property owners list to coordinating	1-5-303 (1); 1-5-304; 1-7.5-107(2)(a); 1-1-106(5)

	jurisdictions(1st list by 30th day prior)	
30 Sep	Last day to mail Tabor notices	Art. X, Sec. 20(3)(b); 1-1-106(5)
3-Oct	Registration Cutoff (29 days prior)	1-2-201(3)
11-Oct	First day to mail ballots (22 days prior)	1-7.5-107(3)(a); 1-7.5-108.5(2) 1-1-106(4)
12-Oct	Clerk and Assessor provide supplemental lists (20 days prior)	1-5-303(1),(2); 1-5-304(1),(2); 1-7.5-107(2)(b)
17-Oct	Early Voting Begins	1-8-202
21-Oct	Notice of election to be posted (10 days prior 2 days after)	1-5-205(1),(1.3); 1-1-06(5)
TBD	Public Test	
25-Oct	Last day to apply for mail in ballot if mailed (7th day prior)	1-8-104(3)
28-Oct	Last day to apply for mail in ballot if picked up (COB Friday prior)	1-8-104(3)
1-Nov	Election Day	Art.X, Sec. 20(3)(a); 1-1-104(6.5); 1-7-101; 1-41-102(1)
18-Nov	Deadline for Canvass Board and official abstract (17th day after)	1-10-102(1)

BY AUTHORITY

ORDINANCE NO. ____
SERIES OF 2011

COUNCIL BILL NO. 29
INTRODUCED BY COUNCIL
MEMBER WILSON

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.

Read by title and passed on final reading on the 20th day of June, 2011.

Published by title in the City's official newspaper as Ordinance No. ___, Series of 2011, on the 24th day of June, 2011.

Published by title on the City's official website beginning on the 22nd 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 the Ordinance passed on final reading and published by title as Ordinance No. ___, Series of 2011.

_____
Loucrishia A. Ellis

EXHIBIT A

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 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	

BY AUTHORITY

ORDINANCE NO. ____
SERIES OF 2011

COUNCIL BILL NO. 30
INTRODUCED BY COUNCIL
MEMBER GILLIT

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.

Read by title and passed on final reading on the 20th day of June, 2011.

Published by title in the City's official newspaper as Ordinance No. ___, Series of 2011, on the 24th day of June, 2011.

Published by title on the City's official website beginning on the 22nd 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 the Ordinance passed on final reading and published by title as Ordinance No. ___, Series of 2011.

_____
Loucrishia A. Ellis

BY AUTHORITY

ORDINANCE NO. ____
SERIES OF 2011

COUNCIL BILL NO. 31
INTRODUCED BY COUNCIL
MEMBER WILSON

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.

Read by title and passed on final reading on the 20th day of June, 2011.

Published by title in the City's official newspaper as Ordinance No. ___, Series of 2011, on the 24th day of June, 2011.

Published by title on the City's official website beginning on the 22nd 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 the Ordinance passed on final reading and published by title as Ordinance No. ___, Series of 2011.

_____
Loucrishia A. Ellis

Attachment 1

Agency: EDA Fund: 156 Approp: 902 Org: 9020
Encumbrance #: E11EDC843

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

TABLE OF CONTENTS

1. PARTIES 1
2. EFFECTIVE DATE AND NOTICE OF NONLIABILITY. 1
3. RECITALS 1
4. DEFINITIONS 2
5. TERM AND EARLY TERMINATION 3
6. STATEMENT OF WORK 3
7. PAYMENTS TO GRANTEE 3
8. REPORTING AND NOTIFICATION 4
9. GRANTEE RECORDS 4
10. CONFIDENTIAL INFORMATION AND STATE RECORDS 5
11. CONFLICTS OF INTEREST 5
12. REPRESENTATIONS AND WARRANTIES 6
13. INSURANCE 6
14. BREACH 7
15. REMEDIES 8
16. NOTICES AND REPRESENTATIVES 9
17. RIGHTS IN DATA, DOCUMENTS, AND COMPUTER SOFTWARE 10
18. GOVERNMENTAL IMMUNITY 10
19. STATEWIDE CONTRACT MANAGEMENT SYSTEM 10
20. GENERAL PROVISIONS 11
21. COLORADO SPECIAL PROVISIONS 13
22. SIGNATURE PAGE 15
23. EXHIBIT A – STATEMENT OF WORK i

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.

THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK

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

THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK

22. SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS GRANT

*** Persons signing for Grantee hereby swear and affirm that they are authorized to act on Grantee's behalf and acknowledge that the State is relying on their representations to that effect.**

GRANTEE	STATE OF COLORADO **John W. Hickenlooper, GOVERNOR** Colorado Office of Economic Development and International Trade Dwayne Romero, Executive Director
City of Englewood James K. Woodward, Mayor By:_____ *Signature Date: _____	By:_____ Alice Kotrlik, Deputy Director Signatory avers to the State Controller or delegate that Grantee has not begun performance or that a Statutory Violation waiver has been requested under Fiscal Rules. Date: _____
	LEGAL REVIEW John W. Suthers, Attorney General By:_____ Signature - Assistant Attorney General Date: _____

ALL GRANTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State Grants. This Grant is not valid until signed and dated below by the State Controller or delegate. Grantee is not authorized to begin performance until such time. If Grantee begins performing prior thereto, the State of Colorado is not obligated to pay Grantee for such performance or for any goods and/or services provided hereunder.

STATE CONTROLLER
David J. McDermott, CPA

By:_____
Kyle McDonald

Date:_____

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 that 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**
				$50,000

☒ **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**
				$25,000

THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK

BY AUTHORITY

ORDINANCE NO. ____
SERIES OF 2011

COUNCIL BILL NO. 33
INTRODUCED BY COUNCIL
MEMBER PENN

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.

Read by title and passed on final reading on the 20th day of June, 2011.

Published by title in the City's official newspaper as Ordinance No. ___, Series of 2011, on the 24th day of June, 2011.

Published by title on the City's official website beginning on the 22nd 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 the Ordinance passed on final reading and published by title as Ordinance No. ___, Series of 2011.

_____
Loucrishia A. Ellis

EXHIBIT A

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** John M. Collins - Police Chief	**Date**
CBI Director/Designee	**Printed Name** Luis M. Torres	**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

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 City Prosecutor's Office
ORI: CO003021A

	Elsa Walker	3-24-11
CCIC Coordinator	**Printed Name**	**Date**
Agency Head	**Printed Name**	**Date**
	City Of Englewood Prosecutor	
	Luis M. Torres	
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:	Agenda Item:	Subject:
June 20, 2011	11 c i	Temporary suspension or moratorium on the issuance of certain building permits in the 3200, 3300, and 3400 blocks of S. Grant St. and the 3200 block of S. Sherman St.

Initiated By:	Staff Source:
Community Development Department	Tricia Langon, Senior Planner

COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

City Council discussed the issue of rezoning the subject blocks at the Study Session on May 23, 2011 and requested that staff prepare a draft moratorium for discussion at the June 6, 2011 Study Session. At that session Council reviewed the draft resolution and alternative grandfathering language. There was consensus to proceed with the moratorium and language to grandfather building permits submitted on or before the effective date of the resolution establishing the moratorium.

RECOMMENDED ACTION

Approve the attached Resolution for a Moratorium on the issuance of certain building permits in the MU-R-3-B zoned portions of the 3200, 3300, and 3400 Blocks of South Grant Street and the 3200 Block of South Sherman Street where such permits result in a change of use type or the number of dwelling units.

BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

The subject blocks are zoned MU-R-3-B and are part of an area identified as Subarea 2 in the Medical District Small Area Plan. Current zoning allows office uses and the conversion of existing residential properties to office use. Citizens raised concerns during Small Area Plan stakeholder meetings regarding preservation of the residential character of the subject blocks. Enactment of the moratorium will provide time to prepare an analysis of existing conditions, develop options for the area including possible rezoning, and conduct the required public hearings to adopt code and/or zoning map amendments.

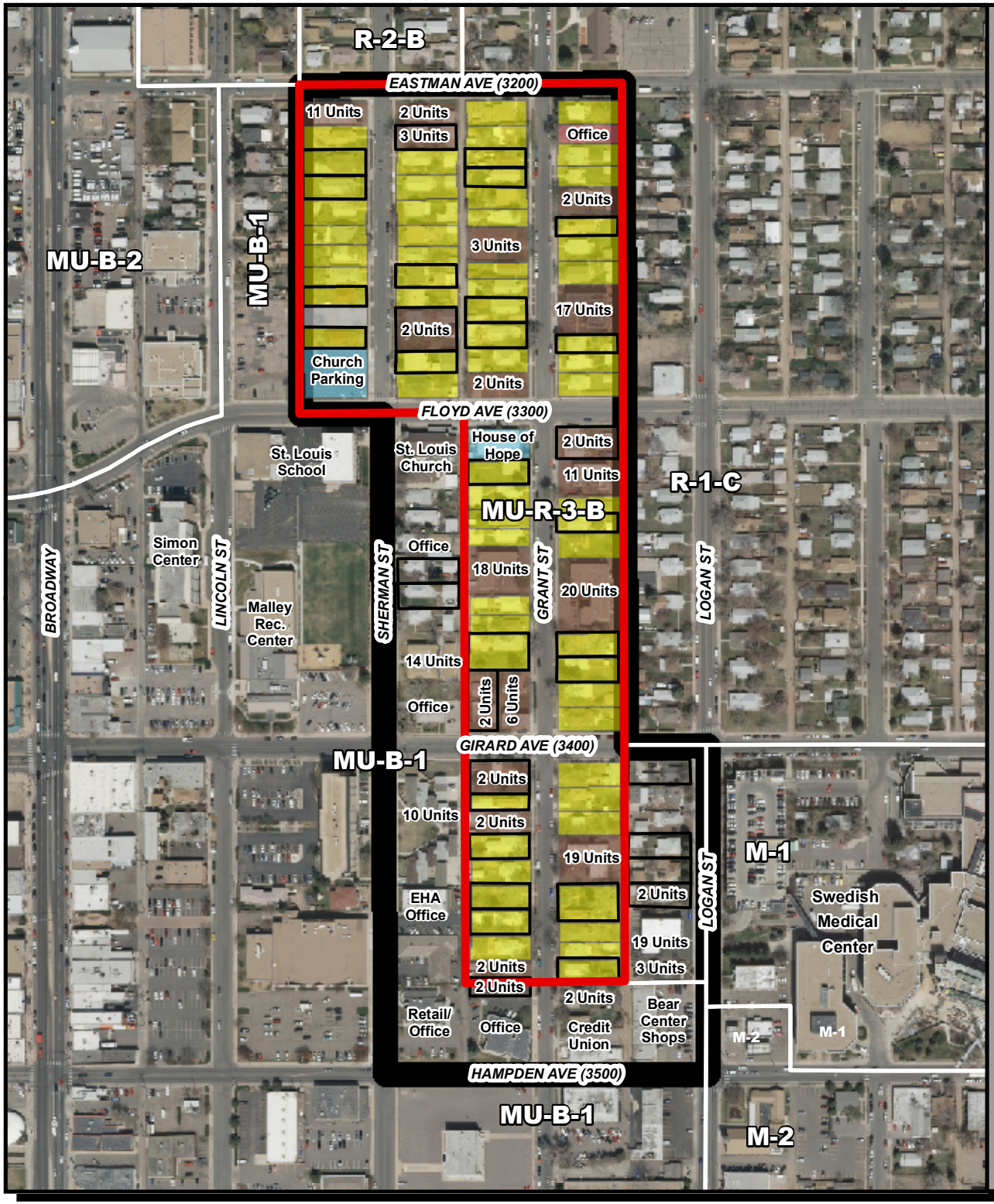
Suspending certain building permits related to changes in the use of a property or increasing the number of dwelling units on an existing property will maintain the status quo of the subject blocks and prevent further change while the area is studied. Limiting the suspension of permits to those related to change in use type allows general development, such as new roofs, remodeling, and additions, to occur. The proposed Moratorium would terminate on January 1, 2012.

FINANCIAL IMPACT

There are no financial impacts to the City as a result of adopting this Resolution.

LIST OF ATTACHMENTS

Map of Affected Area
Resolution



City of Englewood, Colorado

Englewood Medical District Small Area Plan: Sub-area 2 Properties Subject to Proposed Moratorium Preventing Change in Use or Increases in Number of Residential Units

3200 Block of Sherman Street, 3200, 3300 Blocks of Grant Street, and Portions of 3400 Block of Grant Street

LEGEND

- Moratorium Boundary
- Commercial-Office
- Institutional
- Residential-Multi-Family
- Residential-Single Family
- Vacant
- Single Family Rental Properties
- Subarea Boundary
- Zoning Boundaries

May 2011

N

0 150 300 450

Feet

H:\ycbcd\gis\medical_sap10\plots\subarea2 moratorium area map.pdf

RESOLUTION NO. _____
SERIES OF 2011

A RESOLUTION RECOMMENDING TO THE CITY MANAGER OF THE CITY OF ENGLEWOOD, COLORADO A SUSPENSION OR MORATORIUM ON THE ISSUANCE OF CERTAIN BUILDING PERMITS IN THE MU-R-3-B ZONED PORTIONS OF THE 3200, 3300, AND 3400 BLOCKS OF SOUTH GRANT STREET AND THE 3200 BLOCK OF SOUTH SHERMAN STREET.

WHEREAS, Community Development was directed to create a proposal to conduct a community planning and visioning process for Downtown Englewood and the Swedish-Craig Medical Center Districts; and

WHEREAS, the Englewood Downtown and Medical District Small Area Plan is a policy document within the Comprehensive Plan containing goals and objectives that were crafted to represent the values and desires of stakeholders, the Englewood Planning and Zoning Commission, and the Englewood City Council; and

WHEREAS, the Comprehensive Plan is meant to serve as a guide to the Planning and Zoning Commission in developing zoning reform solutions for both areas of change and areas of stability; and

WHEREAS, the City Council adopted by resolutions, amendments to the Downtown and Medical District Small Area Plan on December 20, 2010; and

WHEREAS, the next step is to implement zoning in these Areas to enhance the economic development of the Medical District Small Area Plan as adopted; and

WHEREAS, there is concern relating to the preservation of the characteristics of certain portions of "Sub Area 2" of the Medical District Small Area during the study and implementation of the zoning reform; and

WHEREAS, this moratorium will temporarily stop the issuance of building permits where the permit will result in a change of the existing use type or number of dwelling units; and

WHEREAS, which will help protect the public health, safety and welfare by preserving a safe, healthy, and sound environment within the City; and

WHEREAS, the City Council finds that a six month moratorium or temporary suspension of the issuance of certain building permits in the 3200, 3300 and 3400 blocks of South Grant Street and the 3200 block of South Sherman Street is necessary to the implementation of any changes to the Unified Development Code.

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

Section 1. The City of Englewood, Colorado recommends the City Manager establish a moratorium or temporary suspension on the issuance of building permits in the MU-R-3-B zoned portions of the 3200, 3300 and 3400 blocks of South Grant Street and the 3200 block of South Sherman Street in the City of Englewood where that permit would result in a change from the existing use type or the number of dwelling units on the effective date of this moratorium.

Section 2. 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 moratorium or temporary suspension as specified in this Resolution should terminate on January 1, 2012.

Section 3. Building Permits which have been submitted to the City on or before the date of the passage of this Resolution shall be exempt from the provisions of this moratorium.

ADOPTED AND APPROVED this 20th 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:	Agenda Item:	Subject:
June 20, 2011	11 c ii	Award Contract for Union Ave. Bridge Repairs

Initiated By:	Staff Source:
Department of Public Works	David Henderson, Engineering/Capital Projects Administrator

COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

- Staff discussed the proposed project at the Council Study Session on May 23, 2011.
- Council appropriated funds for Bridge Repair in the Public Improvement Fund.

RECOMMENDED ACTION

Staff recommends that City Council award, by motion, a contract with the lowest acceptable bidder, Technology Constructors, Inc., in the amount of $160,311, for construction of Union Ave. Bridge Repair Project and authorize the Director of Public Works to execute the contract.

BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

The Union Ave. Bridge over the Platte River was constructed in 1965 and is in need of repair. This bridge was inspected as a part of the 2010 State Bridge Inspection Report which noted deficiencies. Staff retained the services of an experienced bridge design firm, Hartwig & Associates, to prepare detail plans, specifications, and construction estimates. Design was completed in April and the project was advertised in May.

Repairs will consist of structural modification to the east abutment, pier cap modifications and expansion joint replacement, erosion repair under the east abutment, miscellaneous guardrail, curb/gutter/sidewalk repairs. A 30 day closure (maximum allowable) of the bridge is required to complete these repairs.

FINANCIAL IMPACT

Four bids were received and opened on June 2, 2011 as detailed in the attached Bid Tabulation. The low bidder, Technology Constructors, is pre-certified for this type of work by the Colorado Department of Transportation. Staff finds their qualifications acceptable for our project.

Estimated Construction costs for the project are as follows:

Construction contract (T & M Construction)	$160,311
Consultant Bridge Inspection Services (Hartwig & Associates)	13,948
Total estimated construction cost	$174,259

$178,000 is budgeted for bridge repair in the 2011 Public Improvement Fund.

LIST OF ATTACHMENTS

Contract
Bid Tabulation

City of Englewood Bid Tabulation Sheet

Bid Opening: June 2, 2011 2:00 PM MDT

ITEM: ITB-11-004 Union Avenue Bridge Repair

Contractor	Total Bid	Reciept of Addenda 1 & 2	Bid Bond Y/N	*Exceptions:*
Technology Constructors, Inc	*$ 160,311.00*	*Y*	*Y*	
5536 Kendall Court, Unit A				
Arvada, CO 80002-2700				
New Design Construction	$ 186,268.00	Y	Y	
2350 East 70th Avenue				
Denver, CO 80229				
Structures, Inc	$ 266,687.00	Y	Y	
4 Inverness Ct. East, Suite 250				
Englewood, CO 80112				
ABCO Contracting Company, Inc.	$ 367,449.00	Y	Y	
2180 East 74th Place,				
Denver, CO 80229				

CONTRACT

CITY OF ENGLEWOOD, COLORADO

THIS CONTRACT and agreement, made and entered into this 20th day of June, 2011, by and between the City of Englewood, a municipal corporation of the State of Colorado hereinafter referred to as the "City", and **Technology Constructors, Inc**, whose address is 5536 Kendall Court, Unit A, Arvada, CO 80002-2700, ("Contractor"), commencing on the 5th day of May, 2011, and continuing for at least ten (10) days thereafter the City advertised that sealed proposals would be received for furnishing all labor, tools, supplies, equipment, materials and everything necessary and required for the following:

PROJECT: **Union Avenue Bridge Repair Project**

WHEREAS, proposals pursuant to said advertisement have been received by the Mayor and City Council and have been certified by the Director of Public Works to the Mayor and City Council with a recommendation that a contract for work be awarded to the above named Contractor who was the lowest reliable and responsible bidder therefore,

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

NOW THEREFORE, in consideration of the compensation to be paid the Contract, the mutual agreements hereinafter contained:

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

   Invitation to Bid
   Contract (this instrument)
   Insurance
   Performance Payment Maintenance Bond
   Project Special Provision pages 1-33
   Colorado Department of Transportation-Standard Specifications for Road and Bridge Construction 2005 Edition
   Drawing sheets 1-12

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

C. Terms of Performance: The Contractor agrees to undertake the performance of the work under this Contract within ten (10) calendar days from being notified to commence work by the Director of Public Works and agrees to fully complete said work within **sixty (60) calendar days**, plus such extension or extensions of time as may be granted by the Director of Public Works in accordance with the provisions of the Contract Documents and Specifications.

D. Indemnification: The City cannot and by this Agreement/Contract does not agree to indemnify, hold harmless, exonerate or assume the defense of the Vendor or any other person or entity, for any purpose. The Vendor shall defend, indemnify and save harmless the City, its officers, agents and employees from any and all claims, demands, suits, actions or proceedings of any kind or nature including Worker's Compensation claims, in any way resulting from or arising out of this Agreement/contract: provided, however, that the Vendor need not indemnify or save harmless the City, its officers, agents and employees from damages resulting from the sole negligence of the City's officers, agents and Employees.

E. Termination of Award for Convenience: The City may terminate the award at any time by giving written notice to the successful vendor of such termination and specifying the effective date of such termination, at least thirty 30 days before the effective date of such termination. In that event all finished or unfinished service, reports, material (s) prepared or furnished by the successful firm after the award shall, at the option of the City, become its property. If the award is terminated by the City as provided herein, the successful firm will be paid that amount which bears the same ratio to the total compensation as the services actually performed or material furnished bear to the total services/materials the successful firm covered by the award, less payments of compensation previously made. If the award is terminated due to the fault of the successful firm, the clause relating to termination of the award for cause shall apply.

F. Termination of Award for Cause: If, through any cause, the successful firm shall fail to fulfill in a timely and proper manner its obligations or if the successful firm shall violate any of the covenants, agreements or stipulations of the award, the City shall have the right to terminate the award by giving written notice to the successful firm of such termination and specifying the effective date of termination. In that event, all furnished or unfinished services, at the option of the City, become its property, and the successful firm shall be entitled to receive just, equitable compensation for any satisfactory work documents, prepared completed or materials as furnished.

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

Terms of Payment: The City agrees to pay the Contractor for the performance of all the work required under this contract, and the Contractor agrees to accept as his full and only compensation therefore, such sum or sums of money as may be proper in accordance with the price or prices set forth in the Contractor's proposal attached and made a part hereof, the total estimated cost thereof being **One-Hundred Sixty Thousand, Three-Hundred Eleven dollars ($160,311.00).**

G. Appropriation of Funds: At present, **$160,311.00** has been appropriated for the project. Notwithstanding anything contained in this Agreement to the contrary, in the event no funds or insufficient funds are appropriated and budgeted by the governing body or are otherwise unavailable in any following fiscal period for which appropriations were received without penalty or expense except as to those portions of the Agreement or other amounts for which funds have already been appropriated

or are otherwise available. The City shall immediately notify the contractor or its assignee of such occurrence in the event of such termination.

H. Liquidated Damages: Owner and Contractor recognize that time is of the essence in this Agreement because of the public interest in health and safety, and that the Owner will suffer financial loss, inconvenience, and level of treatment degradation if the Work is not complete within the time specified in the bid documents, plus any extensions thereof allowed in accordance with the General Conditions. They also recognize the delays, expense and difficulties involved in proving, in a legal proceeding, the actual loss suffered by Owner if the Work is not complete on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay, but not as a penalty, Contractor shall pay Owner **$500** for each day that expires after the time specified for substantial completion until the Work is complete.

I. Assignment: Contractor shall not, at any time, assign any interest in this Agreement or the other Contract Documents to any person or entity without the prior written consent of Owner, specifically including, but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law). Any attempted assignment which is not in compliance with the terms hereof shall be null and void. Unless specifically stated to the contrary in any written consent to an Assignment, no Assignment will release or discharge the Assignor from any duty or responsibility under the Contract Documents.

J. Contract Binding: It is agreed that this Contract shall be binding on and inure to the benefit of the parties hereto, their heirs, executors, administrators, assigns, and successors.

K. Contractors Guarantee: The Contractor shall guarantee that work and associated incidentals shall remain in good order and repair for a period of two (2) year from all causes arising from defective workmanship and materials, and to make all repairs arising from said causes during such period without further compensation. The determination of the necessity for the repair or replacement of said project, and associated incidentals or any portion thereof, shall rest entirely with the Director of Public Works, whose decision upon the matter shall be final and obligatory upon the Contractor.

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

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

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

Verify program or the Department program procedures to undertake pre-employment screening of job applicants while this contract is being performed.

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

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

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

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

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

IN WITNESS WHEREOF, the parties have caused these presents to be signed personally or by their duly authorized officers or agents and their seals affixed and duly attested the day and year first above written.

This Contract is executed in **4** counterparts.

_____	CITY OF ENGLEWOOD
Contractor	
by _____	by _____
Party of the Second Part	Director of Public Works Party of the First Part
ATTEST:	ATTEST:
_____	_____
Secretary	City Clerk