

**Agenda for the  
Regular Meeting of the  
Englewood City Council  
Monday, June 3, 2013  
7:30 pm**

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

1. Call to Order.
2. Invocation.
3. Pledge of Allegiance.
4. Roll Call.
5. Consideration of Minutes of Previous Session.
  - a. Minutes from the Regular City Council Meeting of May 20, 2013.
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. Rose Lynch and Gary Condreay will be present to provide an overview of the emergency planning efforts that are taking place with the Englewood school district, neighboring jurisdictions and community partners. Members of the planning team will also be in attendance.
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. Email from Susan Bayless announcing her resignation from Keep Englewood Beautiful Commission.

Please note: If you have a disability and need auxiliary aids or services, please notify the City of Englewood (303-762-2405) at least 48 hours in advance of when services are needed.
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9. Consent Agenda Items.
  - a. Approval of Ordinances on First Reading.
  - b. Approval of Ordinances on Second Reading.
    - i. Council Bill No. 15 – Authorizing the acceptance of Victim Assistance Law Enforcement (VALE) grant funding for 2013 in the amount of \$18,507.00.
  - c. Resolutions and Motions.
    - i. Recommendation from the City Manager’s Office to adopt a resolution supporting Craig Hospital’s application to the State of Colorado’s Economic Development Commission requesting qualified contribution through the Arapahoe County Enterprise Zone. **Staff Source: Darren Hollingsworth, Economic Development Manager.**
    - ii. Recommendation from the Finance and Administrative Services Department to approve, by motion, a contract for professional services toward replacement of the City’s Licensing and Tax Collection System. Staff recommends awarding the contract to MUNIRevs, the lowest acceptable bidder, in the amount of \$488,547. **Staff Source: Frank Gryglewicz, Director of Finance and Administrative Services and Jeff Konishi, Director of Information Technology.**
10. Public Hearing Items. (None scheduled)
11. Ordinances, Resolutions and Motions
  - a. Approval of Ordinances on First Reading.
  - b. Approval of Ordinances on Second Reading
  - c. Resolutions and Motions
12. General Discussion.
  - a. Mayor’s Choice.
  - b. Council Members’ Choice.
    - i. Greater Englewood Chamber of Commerce 2013 Event Funding
13. City Manager’s Report.
14. City Attorney’s Report.
15. Adjournment.

**Lindsay Von Colditz**

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**Subject:** FW: Keep Englewood Beautiful

**From:** Susan Bayless  
**Sent:** Wednesday, May 29, 2013 6:37 PM  
**To:** Nancy Fenton  
**Cc:** Audra Kirk; Roger Mattingly; Lindsay Von Colditz  
**Subject:** Re: Keep Englewood Beautiful

Nancy.....

Please accept this email as my resignation. I am sorry to leave KEB but work schedule and health issues have forced me to "slow down" a little.

Please pass along to everyone including Council how much I enjoyed KEB. I throughly enjoyed working with the members and especially working with you and Audra. I hope you guys are able to continue with the great work you are doing and are always an integral part of Englewood.

Sincerely  
Susan Bayless

## BY AUTHORITY

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

COUNCIL BILL NO. 15  
 INTRODUCED BY COUNCIL  
 MEMBER WOODWARD

AN ORDINANCE AUTHORIZING THE ACCEPTANCE OF A VICTIM ASSISTANCE LAW ENFORCEMENT (VALE) GRANT FROM THE VICTIM ASSISTANCE LAW ENFORCEMENT BOARD OF THE 18TH JUDICIAL DISTRICT.

WHEREAS, the City of Englewood Police Department applied for funding under the VALE Grants Program to be used for funding the Victim/Witness Program in the Englewood Municipal Court; and

WHEREAS, the Victim/Witness Program in the Englewood Municipal Court has served the victims of domestic violence since 1990; and

WHEREAS, the staff seeks Council approval of an Ordinance accepting a 2013 VALE grant funding in the amount of \$18,507.00, for the period of July 1, 2013 to June 30, 2014.

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

Section 1. The City Council of the City of Englewood, Colorado hereby authorizes the acceptance of the VALE Grant and accompanying intergovernmental agreement, a copy of which is marked as "Exhibit A" and attached hereto.

Section 2. The Mayor, the Chief of Police and the Director of Finance/Administrative Services are hereby authorized to sign said VALE Grant and accompanying intergovernmental agreement on behalf of the City of Englewood.

Section 3. The funds for the VALE grant come from fines assessed by the Colorado 18<sup>th</sup> Judicial District. No Federal funds will be used.

Introduced, read in full, and passed on first reading on the 20th day of May, 2013.

Published by Title as a Bill for an Ordinance in the City's official newspaper on the 24th day of May, 2013.

Published as a Bill for an Ordinance on the City's official website beginning on the 22nd day of May, 2013 for thirty (30) days.

Read by title and passed on final reading on the 3rd day of June, 2013.

Published by title in the City's official newspaper as Ordinance No. \_\_\_\_, Series of 2013, on the 7th day of June, 2013.

Published by title on the City's official website beginning on the 5th day of June, 2013 for thirty (30) days.

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Randy P. Penn, Mayor

ATTEST:

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Loucrishia A. Ellis, City Clerk

I, Loucrishia A. Ellis, City Clerk of the City of Englewood, Colorado, hereby certify that the above and foregoing is a true copy of the Ordinance passed on final reading and published by title as Ordinance No. \_\_\_\_, Series of 2013.

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Loucrishia A. Ellis

## VICTIM ASSISTANCE AND LAW ENFORCEMENT BOARD

CONTRACT

Pursuant to the Assistance to Victims of and Witnesses to Crimes and Aid to Law Enforcement Act, Article 4.2 Title 24 C.R.S., the Victim Assistance and Law Enforcement Board of the 18<sup>th</sup> Judicial District has made the following award:

Grantee: Englewood Department of Safety Services  
3615 South Elati Street, Englewood, Colorado 80110

Grant number: 13-38

Project Title: Victim/Witness Advocate

Purpose of Grant Funds: Law Enforcement Victim Services

Services/Equipment Being Funded: Portion of Salary and Benefits for Victim Assistance Advocate

Grant Period: July 1, 2013 to June 30, 2014

Amount of Grant Award: \$18,507.00

Quarterly Installments: Three (3) Quarterly Payments of \$4,626.00 and One (1) Quarterly Payments of \$4,629.00.

**BE IT UNDERSTOOD THAT:**

- (1) All disbursements of awards are contingent upon the availability of VALE funds.
- (2) The contents of the grant application will become contractual obligations of the grant recipient and are incorporated into this contract as if fully set forth herein.
- (3) The grant recipient is required to submit Financial Reports quarterly: October 31, 2013, January 31, 2014, April 30, 2014 and July 31, 2014 for funding for 2013/2014. The report due on July 31, 2014 shall be the year-end report. The VALE Board will provide Financial Reporting Forms. Grant recipients are required to use these forms.
- (4) The grant recipient is required to submit Program Reports on: January 31, 2014 and July 31, 2014 for funding for 2013/2014. These reports must address any special conditions that are listed in this contract. The report due on July 31, 2014 shall be the year-end report. It shall show totals for the entire year and must address any special conditions that are listed in this contract. The VALE Board will provide Program Reporting Forms. Grant recipients are required to use these forms.

Englewood Department of Safety Services  
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Reports shall be sent to:

Tara Lassiter, Grant Evaluator  
VALE Board  
District Attorney's Office  
6450 S Revere Pkwy  
Centennial, Colorado 80111  
(720) 874-8608

(5) Failure to submit these required reports on the dates due may result in suspension of the grant, termination of the grant, return of awarded funds or the loss of future funding by VALE.

(6) Special conditions for the award which have been stipulated between the VALE Board and the grant recipient are as follows:

**NONE**

(7) Any equipment purchased with VALE funds must remain with the grant recipient. Equipment must be used for the purpose designated in the grant application. Any use by others or transfer of ownership must be reported to the VALE Board, in writing, prior to the occurrence of such use or transfer. The Board may approve such use or transfer or may request return of the equipment.

(8) Any change in the use of grant funds shall be approved by the VALE Board. The request for such change shall be in writing. Approval of the VALE Board shall be obtained prior to any such use.

(9) Amendment of any other terms of this contract shall have prior approval of the Board. Requests for amendment shall be in writing.

(10) The grant recipient shall submit written notification by June 1, 2014 to the VALE Board if the grant recipient will have any remaining funds at the end of the grant period.

All unused funds shall be returned to the VALE Board unless the grant recipient makes a request in writing for use of the funds beyond the grant period and such request has been approved by the VALE Board.

Such requests shall include:

The amount of remaining funds  
How the funds will be used  
When the funds will be expended  
Why the funds were not expended.

Upon receipt of the request, the VALE Board shall decide whether to grant or deny the request without further presentation or hearing.

(11) The grant recipient agrees that all funds received under this grant shall be expended solely for the purposes stated above and that any funds not so expended, including funds lost or diverted to other purposes, shall be repaid to the VALE fund.

(12) The grant recipient agrees to comply with the letter and spirit of the Colorado Anti-discrimination Act of 1957, as amended, and other applicable law respecting discrimination and unfair employment practices (C.R.S. Sec. 24-34-402) and required by Executive Order, Equal Opportunity and Affirmative Action, date April 16, 1975.

(13) Non-compliance with this contract may include failure to submit reports, making unapproved changes to the budget, performance failures or adherence to special conditions. Non-compliance with any portion of this contract may result in:

- Suspension of grant funds

- Termination of grant

- Withholding of funds

- Requiring grant recipient to return money to the VALE fund

- Other action as deemed necessary by the members of the VALE Board

- Any combination of the above.

(14) All grant recipients shall make available to the Board or its authorized designee all current books, records, procedures or other information relative to the grant application and implementation.

(15) The funds granted by this contract for Victim Services shall be disbursed in quarterly installments pending VALE Board approval of all required reports and verification of expenses. The funds granted by this contract for equipment may be dispersed by a single payment for the full amount, pending VALE Board approval of all required reports and verification of expenses.

Englewood Department of Safety Services  
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The grant recipient, through the following signatories, understands and agrees that any VALE monies received as a result of the awarding of the grant application shall be subject to the terms of this contract.

_____	Date _____
Project Director John M. Collins, Chief of Police	
_____	Date _____
Financial Officer Frank Gryglewicz, Director of Finance	
_____	Date _____
Authorizing Official Randy P. Penn, Mayor	
_____	Date _____
Paula Hammond Chair, VALE Board	

Authorized Official: The authorized official is the person who is, by virtue of such person's position, authorized to enter into contracts for the grant recipient.

This could include: Mayor or City Manager, Chairperson of the County Commissioners, District Attorney, President or Chairperson of the Board of Directors, Superintendent, or other Chief Executive Officer.

Financial Officer: The person is responsible for all financial matters related to the program and who has responsibility for the accounting, management of funds, verification of expenditures, audit information and financial reports. The person who actually prepares the financial reports may be under the supervision of the Financial Officer. The Financial Officer must be a person other than the Authorized Official or the Project Director.

Project Director: The person who has direct responsibility for the implementation of the project. This person should combine knowledge and experience in the project area with ability to administer the project and supervise personnel. He/she shares responsibility with the financial Office for seeing that all expenditures are within the approved budget. This person will normally devote a major portion of his/her time to the project and is responsible for meeting all reporting requirements. The Project Director must be a person other than the Authorized Official or the Financial Officer.

## COUNCIL COMMUNICATION

<b>DATE:</b> June 3, 2013	<b>AGENDA ITEM:</b> 9 c i	<b>SUBJECT:</b> Resolution Supporting Craig Hospital's application to be designated a qualified contribution project through the Arapahoe County Enterprise Zone
<b>INITIATED BY:</b> City Manager's Office	<b>STAFF SOURCE:</b> Darren Hollingsworth, Economic Development Manager	

### COUNCIL GOAL AND PREVIOUS COUNCIL ACTION:

At the May 6, 2013 study session staff introduced Craig Hospital's interest in becoming a qualified contribution project through the Arapahoe County Enterprise Zone.

### RECOMMENDED ACTION:

Staff recommends that Council adopt the attached Resolution supporting Craig Hospital's application to the State of Colorado's Economic Development Commission requesting qualified contribution status through the Arapahoe County Enterprise Zone. If approved, this would provide valuable State of Colorado tax credits to donors supporting Craig Hospital's capital campaign.

### BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED:

To support its significant capital campaign, Craig Hospital has expressed an interest in becoming a qualified contribution project through the Arapahoe County Enterprise Zone. This requires support by the local governing body prior to consideration by the State's Economic Development Commission.

Craig Hospital is undergoing a \$90 million expansion. This involves a significant fundraising campaign and hospital administration believes that the tax credits offered through the Enterprise Zone would be beneficial in attracting donations to support the expansion.

In 2001, the Arapahoe County Enterprise Zone was expanded to include Englewood's medical campus, comprising both Craig Hospital and Swedish Medical Center. As a for-profit enterprise, Swedish Medical Center takes advantage of the State of Colorado tax credits offered for their capital investments within the community. As a non-profit enterprise, Craig does not have tax obligations with the State of Colorado; therefore, the tax credits for investments are irrelevant. Craig can, however, apply to become a qualified contribution project, entitling donors to State of Colorado tax credits. This process requires the approval of the State's Economic Development Commission (EDC), which involves Craig Hospital submitting an application to the EDC for consideration and approval. The next EDC meeting is July 25, 2013 and Craig's application must be submitted to the EDC by June 21, 2013. Prior to the submittal of Craig's application to the EDC, Englewood City Council is being presented with this Resolution authorizing staff to proceed with this submittal.

**FINANCIAL IMPACT:**

Englewood currently administers the Arapahoe County Enterprise Zone for the cities of Sheridan, Littleton and Englewood. Contribution projects require little processing and reporting on an annual basis. Subject to annual appropriations, Englewood receives an administrative grant to offset these staff expenses. No direct outlays of funds are involved in this project. Staff time is minimal.

**LIST OF ATTACHMENTS:**

Resolution

RESOLUTION NO. \_\_\_\_\_  
SERIES OF 2013

A RESOLUTION SUPPORTING CRAIG HOSPITAL'S APPLICATION TO BE DESIGNATED A QUALIFIED CONTRIBUTION PROJECT THROUGH THE ARAPAHOE COUNTY ENTERPRISE ZONE.

WHEREAS, such a designation requires support by the local governing body prior to consideration by the State's Economic Development Commission; and

WHEREAS, in 2001 the Arapahoe County Enterprise Zone was expanded to include Englewood's medical campus, comprising both Craig Hospital and Swedish Medical Center as a for-profit enterprise; and

WHEREAS, as a non-profit enterprise, Craig Hospital does not have tax obligations with the State of Colorado; and

WHEREAS, Craig can apply to become a qualified contribution project, entitling donors to its current expansion project to receive State of Colorado tax credits; and

WHEREAS, the process requires the approval of the State's Economic Development Commission with Craig submitting an application to the Economic Development Commission for consideration and approval;

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

Section 1. The City Council of the City of Englewood supports the Craig Hospital application to the State Economic Development Commission to be designated as a qualified contribution project through the Arapahoe County Enterprise Zone.

ADOPTED AND APPROVED this 3rd day of June, 2013.

ATTEST:

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

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

I, Loucrishia A. Ellis, City Clerk for the City of Englewood, Colorado, hereby certify the above is a true copy of Resolution No. \_\_\_\_\_, Series of 2013.

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

## COUNCIL COMMUNICATION

<b>Date:</b> June 3, 2013	<b>Agenda Item:</b> 9 c ii	<b>Subject:</b> Motion for a contract with MUNIREVs for professional services
<b>Initiated By:</b> Finance and Administrative Services Department Information Technology Department		<b>Staff Sources:</b> Frank Gryglewicz, Director Jeff Konishi, Director

### COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

Partial funding for the replacement of the Licensing and Tax Collection system has been included in past budgets. In 2007 and 2010 the amounts of \$120,000 and \$33,075 respectively were set aside for this project.

### RECOMMENDED ACTION

Staff recommends City Council approve, by motion, the attached contract with MUNIREvs for professional services toward the replacement of the City's Licensing and Tax Collection System. The five year contract price amounts to \$488,547.

### SOURCES AND USES OF FUNDS:

#### CAPITAL PROJECTS FUND:

#### SOURCES OF FUNDS:

FAS Licensing and Tax Collection System Project	\$ 153,075
Unappropriated Fund Balance	\$ 335,472
<b>Total Sources of Funds (rounded)</b>	<b>\$ 488,547</b>

#### USE OF FUNDS:

2013 MUNIREvs Contractual Services	\$ 93,407
2014 MUNIREvs Contractual Services	\$ 98,785
2015 MUNIREvs Contractual Services	\$ 98,785
2016 MUNIREvs Contractual Services	\$ 98,785
2017 MUNIREvs Contractual Services	\$ 98,785
<b>Total Sources of Funds (rounded)</b>	<b>\$ 488,547</b>

### BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

Attached for your review and consideration is the staff recommended contract for services with MUNIREvs. MUNIREvs is a Colorado based company headquartered in Delores, Colorado. Ms. Erin Neer, MUNIREvs' founder and principal is a Certified Public Accountant and has over ten years of local government experience.

For more than twenty-five years the City has been fortunate to utilize an in-house developed and maintained Licensing and Sales/Use Tax Collection system. The current system runs on a Pick/Universe platform or on shadow systems. The current system has served the City well but has not kept pace with the changing needs of the City or the business community. It is crucial the current system be replaced because of the highly specialized database platform and there is only one employee able to maintain the current system (she plans to retire this year). The new system will provide additional functionality and is developed on a state-of-the-art database platform. The new system's main functionality will benefit the businesses and tax remitters by providing the ability to provide secure, user-friendly, on-line licensing application, tax remittance, and payment processing.

The Finance and Administrative Services Department began reviewing and developing system requirements over ten years ago but the systems available were in their early stages of development. The Department sent out a Request for Proposal back (RFP) in 2008 and three proposals were received. Each of those systems was in various stages of development and did not have a working on-line processing system in place for licensing and tax remittance.

The Department sent out a RFP in August, 2012 for an integrated Tax Collection and Business Licensing System. The project team was made up of employees from the Finance and Administrative Services Department and the Information Technology Department. These employees were instrumental in refining and developing system requirements that were integrated into the RFP.

The City received two proposals for services, one provided a traditional system where the City would purchase the hardware/software necessary to run the database and would require an IT staff member to be able to trouble shoot system issues. The proposed five year contract price is approximately \$1.3 million. The other proposal provided a hosted, cloud-based platform system where the City leases the system but keeps 100% ownership of the data stored. This business model does not require a dedicated IT staff member. The five year contract price amounts to \$488,547. The main issue is that the business has been in operation in the marketplace a relatively short time (August 2011). This risk is mitigated with additional contract requirements.

Upon review of the proposals and reference checks we decided to invite the hosted system (MUNIREvs) for a vendor demonstration in September, 2012. As a result of the vendor demonstration, the project team decided to pursue contract negotiations with MUNIREvs. The attached amended contract is submitted for Council's review and consideration.

## **FINANCIAL IMPACT**

The Capital Projects Fund's Unappropriated Fund Balance will decrease \$488,547 over the next five years. Funding is available for a portion of the project costs and it is anticipated that budget requests for the remainder will be forthcoming during the remaining years of the contract. Agreements for the next five- and ten-year periods will be negotiated.

## **LIST OF ATTACHMENTS**

MUNIREvs Initial Fixed Contract Price from 2013 through 2017  
Professional Services Agreement

City of Englewood, Colorado  
 Finance and Administrative Services Department  
 Revenue and Budget Division  
 MUNIRevs Initial Fixed Contract Price from 2003 through 2017

<b>Cost Elements</b>	<b>2013</b>	<b>2014</b>	<b>2015</b>	<b>2016</b>	<b>2017</b>	<b>Totals</b>
Current Installation						-
Software License Fees (Perpetual) - Includes application hosting, business owner & City support						-
MUNIRevs Sales Tax & Use Tax Module	9,083.62	15,571.92	15,571.92	15,571.92	15,571.92	71,371.30
MUNIRevs Licensing Module	9,083.62	15,571.92	15,571.92	15,571.92	15,571.92	71,371.30
MUNIRevs Reporting Module	9,083.62	15,571.92	15,571.92	15,571.92	15,571.92	71,371.30
MUNIRevs Auditing Module	9,083.62	15,571.92	15,571.92	15,571.92	15,571.92	71,371.30
MUNIRevs % of Revenues Collected - Illustrates revenue enhancement commitment to growth of Englewood revenues (.06% x 23,161,600 estimate)	3,474.25	13,897.00	13,897.00	13,897.00	13,897.00	59,062.25
2 Application Software - Including Business Owner & City Support	39,808.73	76,184.68	76,184.68	76,184.68	76,184.68	344,547.45
3 Hardware - N/A	-	-	-	-	-	-
Maintenance & Support Fees - 5 Years	-	-	-	-	-	-
4 Maintenance / Support - N/A	-	-	-	-	-	-
5 Professional Services	21,000.00	-	-	-	-	21,000.00
<b>Total Cost of Purchase</b>	<b>60,808.73</b>	<b>76,184.68</b>	<b>76,184.68</b>	<b>76,184.68</b>	<b>76,184.68</b>	<b>365,547.45</b>
RFP Reconciliation	10,000.00	-	-	-	-	10,000.00
Estimated Five-Year Staffing Requirements	-	-	-	-	-	-
6 Estimated Technical Staffing Needs - N/A	-	-	-	-	-	-
Additional Insurance per contract addendum - Based on Actual Amount	17,100.00	17,100.00	17,100.00	17,100.00	17,100.00	85,500.00
Bond Cost Estimate (3%) - Based on Actual Amount	5,500.00	5,500.00	5,500.00	5,500.00	5,500.00	27,500.00
Plus Travel - TBD - Based on Actual Amount	-	-	-	-	-	-
<b>Total Contract</b>	<b>93,408.73</b>	<b>98,784.68</b>	<b>98,784.68</b>	<b>98,784.68</b>	<b>98,784.68</b>	<b>488,547.45</b>
<b>Total Contract</b>	<b>119,784.68</b>	<b>98,784.68</b>	<b>98,784.68</b>	<b>98,784.68</b>	<b>98,784.68</b>	<b>514,923.40</b>
<b>Contract Balance</b>	<b>26,375.95</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>26,375.95</b>

## PROFESSIONAL SERVICES AGREEMENT

**This Professional Services Agreement** (the "PSA") is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 2013, (the "Effective Date") by and between MUNIRevs, LLC, a Colorado limited liability company ("Contractor" or "MR"), and The City of Englewood, Colorado, a municipal corporation organized under the laws of the state of Colorado ("City" or "Customer").

City desires that Contractor provide certain consulting services as described herein, and Contractor desires to perform such services on behalf of City on the terms and conditions set forth herein.

In consideration of the foregoing and the terms hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

### 1. Definitions. The terms set forth below shall be defined as follows:

(a) "Intellectual Property Rights" shall mean any and all (by whatever name or term known or designated) tangible and intangible and now known or hereafter existing (1) rights associate with works of authorship throughout the universe, including but not limited to copyrights, moral rights, and mask-works, (2) trademark and trade name rights and similar rights, (3) trade secret rights, (4) patents, designs, algorithms and other industrial property rights, (5) all other intellectual and industrial property rights (of every kind and nature throughout the universe and however designated) (including logos, "rental" rights and rights to remuneration), whether arising by operation of law, contract, license, or otherwise, and (6) all registrations, initial applications, renewals, extensions, continuations, divisions or reissues hereof now or hereafter in force (including any rights in any of the foregoing).

(b) "Work Product" shall mean all patents, patent applications, inventions, designs, mask works, processes, methodologies, copyrights and copyrightable works, trade secrets including confidential information, data, designs, manuals, training materials and documentation, formulas, knowledge of manufacturing processes, methods, prices, financial and accounting data, products and product specifications and all other Intellectual Property Rights created, developed or prepared, documented and/or delivered by Contractor, pursuant to the provision of the Services.

2. **Statements of Work.** During the term hereof and subject to the terms and conditions contained herein, Contractor agrees to provide services (the "Services") as set forth in and subject to the attached Master Subscription Service Agreement, Addendum to Master Subscription Service Agreement of and contract documents referenced listed at the end of this PSA and of even date herewith, as may be amended in writing from time to time (collectively, the "Statement of Work")

### 3. Performance of Services.

(a) **Performance.** Contractor shall perform the Services necessary to complete all projects outlined in a Statement of Work in a timely and professional manner consistent with the specifications, if any, set forth in the Statement of Work, and in accordance with industry standards. Contractor agrees to exercise the highest degree of professionalism, and to utilize its expertise and creative talents in completing the projects outlined in a Statement of Work.

(b) **Delays.** Contractor agrees to notify City promptly of any factor, occurrence, or event coming to its attention that may affect Contractor's ability to meet the requirements of the PSA, or that is likely to occasion any material delay in completion of the projects contemplated by this PSA or any Statement of Work. Such notice shall be given in the event of any loss or reassignment of key employees, threat of strike, or major equipment failure. Time is expressly made of the essence with respect to each and every term and provision of this PSA. Deadlines and implementation dates for

the Services set forth in the Statement of Work shall be extended until May 31, 2014 to account for delays resulting from City's failure to timely provide information or satisfy other requirements necessary for MR to perform the Services.

(c) **Discrepancies.** If anything necessary for the clear understanding of the Services has been omitted from the Statement of Work or it appears that various instructions are in conflict, Vendor shall secure written instructions from City's project director before proceeding with the performance of the Services affected by such omissions or discrepancies.

**4. Invoices and Payment.** Unless otherwise provided in a Statement of Work, City shall pay the amounts as agreed to in the Statement of Work. Acceptance procedures, if any, shall be as outlined in the Statement of Work. If City disputes all or any portion of an invoice for charges, then City shall pay the undisputed portion of the invoice by the due date and shall provide the following notification with respect to the disputed portion of the invoice. City shall notify Contractor as soon as possible of the specific amount disputed and shall provide reasonable detail as to the basis for the dispute. The parties shall then attempt to resolve the disputed portion of such invoice as soon as possible. Upon resolution of the disputed portion, City shall pay to Contractor the resolved amount.

**5. Taxes.** City is not subject to taxation. No federal or other taxes (excise, luxury, transportation, sales, etc.) shall be included in quoted prices. City shall not be obligated to pay or reimburse Contractor for any taxes attributable to the sale of any Services which are imposed on or measured by net or gross income, capital, net worth, franchise, privilege, any other taxes, or assessments, nor any of the foregoing imposed on or payable by Contractor. Upon written notification by City and subsequent verification by Contractor, Contractor shall reimburse or credit, as applicable, City in a timely manner, for any and all taxes erroneously paid by City. City shall provide Contractor with, and Contractor shall accept in good faith, resale, direct pay, or other exemption certificates, as applicable.

**6. Out of Pocket Expenses.** Contractor shall be reimbursed only for expenses which are expressly provided for in a Statement of Work or which have been approved in advance in writing by City, provided Contractor has furnished such documentation for authorized expenses as City may reasonably request.

**7. Audits.** Contractor shall provide City employees and its independent auditors and inspectors with reasonable access to all sites from which Services are performed for the purposes of performing audits or inspections of Contractor's operations and compliance with this PSA. Contractor shall provide such auditors and inspectors any reasonable assistance that they may require. Such audits shall be conducted in such a way so that the Services or services to any other customer of Contractor are not impacted adversely.

**8. Term and Termination.** The term of this PSA shall commence and terminate as set forth in the Statement of Work.

(a) **Convenience.** City may, without cause and without penalty, terminate the provision of Services under any or all Statements of Work upon thirty (30) days prior written notice. Upon such termination, City shall, upon receipt of an invoice from Contractor, pay Contractor for Services actually rendered prior to the effective date of such termination. Charges will be based on time expended for all incomplete tasks as listed in the applicable Statement of Work, and all completed tasks will be charged as indicated in the applicable Statement of Work.

(b) **No Outstanding Statements of Work.** Either party may terminate this PSA by providing the other party with at least thirty (30) days prior written notice of termination if there are no outstanding Statements of Work.

(c) **Material Breach.** If either party materially defaults in the performance of any term of a Statement of Work or this PSA with respect to a specific Statement of Work (other than by nonpayment) and does not substantially cure such default within thirty (30) days after receiving written notice of such default, then the non-defaulting party may terminate this PSA or any or all outstanding Statements of Work by providing ten (10) days prior written notice of termination to the defaulting party.

(d) **Bankruptcy or Insolvency.** Either party may terminate this PSA effective upon written notice stating its intention to terminate in the event the other party: (1) makes a general assignment of all or substantially all of its assets for the benefit of its creditors; (2) applies for, consents to, or acquiesces in the appointment of a receiver, trustee, custodian, or liquidator for its business or all or substantially all of its assets; (3) files, or consents to or acquiesces in, a petition seeking relief or reorganization under any bankruptcy or insolvency laws; or (4) files a petition seeking relief or reorganization under any bankruptcy or insolvency laws is filed against that other party and is not dismissed within sixty (60) days after it was filed.

(e) **TABOR.** The parties understand and acknowledge that each party is subject to Article X, § 20 of the Colorado Constitution ("TABOR"). The parties do not intend to violate the terms and requirements of TABOR by the execution of this PSA. It is understood and agreed that this PSA does not create a multi-fiscal year direct or indirect debt or obligation within the meaning of TABOR and, notwithstanding anything in this PSA to the contrary, all payment obligations of City are expressly dependent and conditioned upon the continuing availability of funds beyond the term of City's current fiscal period ending upon the next succeeding December 31. Financial obligations of City payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of City and applicable law. Upon the failure to appropriate such funds, this PSA shall be deemed terminated.

(f) **Return of Property.** Upon termination of this PSA, both parties agree to return to the other all property (including any Confidential Information, as defined in Section 11) of the other party that it may have in its possession or control.

9. **City Obligations.** City will provide timely access to City personnel, systems and information required for Contractor to perform its obligations hereunder. City shall provide to Contractor's employees performing its obligations hereunder at City's premises, without charge, a reasonable work environment in compliance with all applicable laws and regulations, including office space, furniture, telephone service, and reproduction, computer, facsimile, secretarial and other necessary equipment, supplies, and services. With respect to all third party hardware or software operated by or on behalf of City, City shall, at no expense to Contractor, obtain all consents, licenses and sublicenses necessary for Contractor to perform under the Statements of Work and shall pay any fees or other costs associated with obtaining such consents, licenses and sublicenses.

10. **Staff.** Contractor is an independent contractor and neither Contractor nor Contractor's staff is, or shall be deemed to be employed by City. City is hereby contracting with Contractor for the Services described in the Statement of Work and Contractor reserves the right to determine the method, manner and means by which the Services will be performed. The Services shall be performed by Contractor or Contractor's staff, and City shall not be required to hire, supervise or pay any assistants to help Contractor perform the Services under this PSA. Except to the extent that Contractor's work must be performed on or with City's computers or City's existing software, all materials used in providing the Services shall be provided by Contractor.

11. **Confidential Information.**

(a) **Obligations.** Each party hereto may receive from the other party information which relates to the other party's business, research, development, trade secrets or business affairs ("Confidential Information"). Subject to the provisions and exceptions set forth in the Colorado Open Records Act, CRS Section 24-72-101 et. seq., each party shall protect all Confidential Information of the other party with the same degree of care as it uses to avoid unauthorized use, disclosure, publication or dissemination of its own confidential information of a similar nature, but in no event less than a reasonable degree of care. Without limiting the generality of the foregoing, each party hereto agrees not to disclose or permit any other person or entity access to the other party's Confidential Information except such disclosure or access shall be permitted to an employee, agent, representative or independent contractor of such party requiring access to the same in order to perform his or her employment or services. Each party shall insure that their employees, agents, representatives, and independent contractors are advised of the confidential nature of the Confidential Information and are precluded from taking any action prohibited under this Section 11. Further, each party agrees not to alter or remove any identification, copyright or other proprietary rights notice which indicates the ownership of any part of such Confidential Information by the other party. A party hereto shall undertake to immediately notify the other party in writing of all circumstances surrounding any possession, use or knowledge of Confidential Information at any location or by any person or entity other than those authorized by this PSA. Notwithstanding the foregoing, nothing in this PSA shall restrict either party with respect to information or data identical or similar to that contained in the Confidential Information of the other party but which (1) that party rightfully possessed before it received such information from the other as evidenced by written documentation; (2) subsequently becomes publicly available through no fault of that party; (3) is subsequently furnished rightfully to that party by a third party without restrictions on use or disclosure; or (4) is required to be disclosed by law, provided that the disclosing party will exercise reasonable efforts to notify the other party prior to disclosure.

(b) **Know-How.** For the avoidance of doubt neither City nor Contractor shall be prevented from making use of know-how and principles learned or experience gained of a non-proprietary and non-confidential nature.

(c) **Remedies.** Each of the parties hereto agree that if any of them, their officers, employees or anyone obtaining access to the Confidential Information of the other party by, through or under them, breaches any provision of this Section 11, the non-breaching party shall be entitled to an accounting and repayment of all profits, compensation, commissions, remunerations and benefits which the breaching party, its officers or employees directly or indirectly realize or may realize as a result of or growing out of, or in connection with any such breach. In addition to, and not in limitation of the foregoing, in the event of any breach of this Section 11, the parties agree that the non-breaching party will suffer irreparable harm and that the total amount of monetary damages for any such injury to the non-breaching party arising from a violation of this Section 11 would be impossible to calculate and would therefore be an inadequate remedy at law. Accordingly, the parties agree that the non-breaching party shall be entitled to temporary and permanent injunctive relief against the breaching party, its officers or employees and such other rights and remedies to which the non-breaching party may be entitled to at law, in equity or under this PSA for any violation of this Section 11. The provisions of this Section 11 shall survive the expiration or termination of this PSA for any reason.

**12. Project Managers.** Each party shall designate one of its employees to be its Project Manager under each Statement of Work, who shall act for that party on all matters under the Statement of Work. Each party shall notify the other in writing of any replacement of a Project Manager. The Project Managers for each Statement of Work shall meet as often as either one requests to review the status of the Statement of Work.

### 13. Warranties.

(a) **Authority.** Contractor represents and warrants that: (1) Contractor has the full corporate right, power and authority to enter into this PSA and to perform the acts required of it hereunder; (2) the execution of this PSA by Contractor, and the performance by Contractor of its obligations and duties hereunder, do not and will not violate any PSA to which Contractor is a party or by which it is otherwise bound under any applicable law, rule or regulation; (3) when executed and delivered by Contractor, this PSA will constitute the legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms; and (4) Contractor acknowledges that City makes no representations, warranties or agreements related to the subject matter hereof that are not expressly provided for in this PSA.

(b) **Service Warranty.** Contractor warrants that its workers and contractors shall have sufficient skill, knowledge, and training to perform Services and that the Services shall be performed in a professional and workmanlike manner.

(c) **Personnel.** Unless a specific number of workers is set forth in the Statement of Work, Contractor warrants it will provide sufficient workers to complete the Services ordered within the applicable time frames established pursuant to this PSA or as set forth in the Statement of Work. Contractor shall require employees providing Services at a City location to comply with applicable City security and safety regulations and policies.

(d) **Compensation and Benefits.** Contractor shall provide for and pay the compensation of its employees and shall pay all taxes, contributions, and benefits (such as, but not limited to, workers' compensation benefits) which an employer is required to pay relating to the employment of its employees. City shall not be liable to Contractor or to any employee of Contractor for Contractor's failure to perform its compensation, benefit, or tax obligations. Contractor shall indemnify, defend and hold City harmless from and against all such taxes, contributions and benefits and will comply with all associated governmental regulations, including the filing of all necessary reports and returns.

### 14. Indemnification.

(a) **Contractor Indemnification.** Contractor shall indemnify, defend and hold harmless City, its directors, officers, employees, and agents and the heirs, executors, successors, and permitted assigns of any of the foregoing (the "City Indemnitees") from and against all losses, claims, obligations, demands, assessments, fines and penalties (whether civil or criminal), liabilities, expenses and costs (including reasonable fees and disbursements of legal counsel and accountants), bodily and other personal injuries, damage to tangible property, and other damages, of any kind or nature, suffered or incurred by a City Indemnitee directly or indirectly arising from or related to: (1) any negligent or intentional act or omission by Contractor or its representatives in the performance of Contractor's obligations under this PSA, or (2) any material breach in a representation, warranty, covenant or obligation of Contractor contained in this PSA.

(b) **Infringement.** Contractor will indemnify, defend, and hold City harmless from all Indemnifiable Losses arising from any third party claims that any Work Product or methodology supplied by Contractor infringes or misappropriates any Intellectual Property rights of any third party; provided, however, that the foregoing indemnification obligation shall not apply to any alleged infringement or misappropriation based on: (1) use of the Work Product in combination with products or services not provided by Contractor to the extent that such infringement or misappropriation would have been avoided if such other products or services had not been used; (2) any modification or enhancement to the Work Product made by City or anyone other than Contractor or its subcontractors; or (3) use of the Work Product other than as permitted under this PSA.

**(c) Indemnification Procedures.** Notwithstanding anything else contained in this PSA, no obligation to indemnify which is set forth in this Section 14 shall apply unless the party claiming indemnification notifies the other party as soon as practicable to avoid any prejudice in the claim, suit or proceeding of any matters in respect of which the indemnity may apply and of which the notifying party has knowledge and gives the other party the opportunity to control the response thereto and the defense thereof; provided, however, that the party claiming indemnification shall have the right to participate in any legal proceedings to contest and defend a claim for indemnification involving a third party and to be represented by its own attorneys, all at such party's cost and expense; provided further, however, that no settlement or compromise of an asserted third-party claim other than the payment/money may be made without the prior written consent of the party claiming indemnification.

**(d) Immunity.** City, its officers, and its employees, are relying on, and do not waive or intend to waive by any provision of this PSA, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. 24-10-101 et seq., as from time to time amended, or otherwise available to City, its officers, or its employees.

## 15. Insurance.

**(a) Requirements.** Contractor agrees to keep in full force and effect and maintain at its sole cost and expense the policies of insurance during the term of this PSA

(1) Statutory Worker's Compensation, including occupational disease, in accordance with law.

(2) Commercial General Liability ("CGL") Insurance in an amount of \$5,000,000 per occurrence, with a \$2,000,000 general aggregate covering, without limitation, bodily injury (including death), personal injury, defamation, property damage, contractual liability and products/completed operations coverage. Customer, including its employees, shall be named as an additional insured on this policy either by a blanket endorsement, in which case, a copy is not required; or by separate endorsement if required by the insurance carrier, such separate endorsement to be provided to Customer.

(3) Professional Liability/Errors and Omissions Insurance covering acts, errors and omissions arising out of Contractor's operations or Services in an amount not less than five million dollars (\$5,000,000) per occurrence.

(4) Employee Dishonesty and Computer Fraud Insurance covering losses arising out of or in connection with any fraudulent or dishonest acts committed by Contractor personnel, acting alone or with others, in an amount not less than one million dollars (\$1,000,000) per occurrence.

**(b) Approved Companies.** All such insurance shall be procured with such insurance companies of good standing, permitted to do business in the country, state or territory where the Services are being performed.

**(c) Certificates.** Contractor shall provide City with certificates of insurance evidencing compliance with this Section 15 (including evidence of renewal of insurance) signed by authorized representatives of the respective carriers for each year that this Agreement is in effect. Each certificate of insurance shall provide that the issuing company shall not cancel, reduce, or otherwise materially change the insurance afforded under the above policies unless thirty (30) days' notice of such cancellation, reduction or material change has been provided to City.

## **16. Rights in Work Product.**

(a) **Generally.** Except as specifically agreed to the contrary in any Statement of Work, all Intellectual Property Rights in and to the Work Product produced or provided by Contractor under any Statement of Work shall remain the property of Contractor. With respect to the Work Product, Contractor unconditionally and irrevocably grants to City during the term of such Intellectual Property Rights, a non-exclusive, irrevocable, perpetual, worldwide, fully paid and royalty-free license, to reproduce, create derivative works of, distribute, publicly perform and publicly display by all means now known or later developed, such Intellectual property Rights.

(b) **Know-How.** Notwithstanding anything to the contrary herein, each party and its respective personnel and contractors shall be free to use and employ its and their general skills, know-how, and expertise, and to use, disclose, and employ any generalized ideas, concepts, know-how, methods, techniques, or skills gained or learned during the course of any assignment, so long as it or they acquire and apply such information without disclosure of any Confidential Information of the other party.

**17. Relationship of Parties.** Contractor is acting only as an independent contractor and does not undertake, by this PSA, any Statement of Work or otherwise, to perform any obligation of City, whether regulatory or contractual, or to assume any responsibility for City's business or operations. Neither party shall act or represent itself, directly or by implication, as an agent of the other, except as expressly authorized in a Statement of Work.

**18. Complete Agreement.** This PSA and the Statement of Work contains the entire agreement between the parties hereto with respect to the matters covered herein.

**19. Applicable Law.** Contractor shall comply with all applicable laws in performing Services but shall be held harmless for violation of any governmental procurement regulation to which it may be subject but to which reference is not made in the applicable Statement of Work. This PSA shall be construed in accordance with the laws of the State of Colorado. Any action or proceeding brought to interpret or enforce the provisions of this PSA and the Statement of Work shall be brought before the state or federal court situated in Arapahoe County, Colorado and each party hereto consents to jurisdiction and venue before such courts.

**20. Scope of Agreement.** If the scope of any provisions of this PSA is too broad in any respect whatsoever to permit enforcement to its fullest extent, then such provision shall be enforced to the maximum extent permitted by law, and the parties hereto consent to and agree that such scope may be judicially modified accordingly and that the whole of such provision of this PSA shall not thereby fail, but that the scope of such provision shall be curtailed only to the extent necessary to conform to law.

**21. Additional Work.** After receipt of a Statement of Work, City, with Contractor's consent, may request Contractor to undertake additional work with respect to such Statement of Work. In such event, City and Contractor shall execute an addendum to the Statement of Work specifying such additional work and the compensation to be paid to Contractor for such additional work.

**22. Subcontractors.** Contractor may not subcontract any of the Services to be provided hereunder without the prior written consent of City except as set forth in the Statement of Work. In the event of any permitted subcontracting, the agreement with such third party shall provide that, with respect to the subcontracted work, such subcontractor shall be subject to all of the obligations of Contractor specified in this PSA and the Statement of Work.

**23. Notices.** Any notice provided pursuant to this PSA shall be in writing to the parties at the addresses set forth below and shall be deemed given (1) if by hand delivery, upon receipt thereof, (2) three (3) days after deposit in the United States mails, postage prepaid, certified mail, return receipt requested or (3) one (1) day after deposit with a nationally-recognized overnight courier, specifying overnight priority delivery. Either party may change its address for purposes of this PSA at any time by giving written notice of such change to the other party hereto.

**24. Assignment.** This PSA may not be assigned by Contractor without the prior written consent of City. Except for the prohibition of an assignment contained in the preceding sentence, this PSA shall be binding upon and inure to the benefit of the heirs, successors and assigns of the parties hereto.

**25. Third Party Beneficiaries.** This PSA is entered into solely for the benefit of the parties hereto and shall not confer any rights upon any person or entity not a party to this PSA.

**26. Headings.** The section headings in this PSA are solely for convenience and shall not be considered in its interpretation. The recitals set forth on the first page of this PSA are incorporated into the body of this PSA. The exhibits referred to throughout this PSA and any Statement of Work prepared in conformance with this PSA are incorporated into this PSA.

**27. Waiver.** The failure of either party at any time to require performance by the other party of any provision of this PSA shall not effect in any way the full right to require such performance at any subsequent time; nor shall the waiver by either party of a breach of any provision of this PSA be taken or held to be a waiver of the provision itself.

**28. Force Majeure.** If performance by Contractor of any service or obligation under this PSA is prevented, restricted, delayed or interfered with by reason of labor disputes, strikes, acts of God, floods, lightning, severe weather, shortages of materials, rationing, utility or communications failures, earthquakes, war, revolution, civil commotion, acts of public enemies, blockade, embargo or any law, order, proclamation, regulation, ordinance, demand or requirement having legal effect of any governmental or judicial authority or representative of any such government, or any other act whether similar or dissimilar to those referred to in this clause, which are beyond the reasonable control of Contractor, then Contractor shall be excused from such performance to the extent of such prevention, restriction, delay or interference. If the period of such delay exceeds thirty (30) days, City may, without liability, terminate the affected Statement of Work(s) upon written notice to Contractor.

**29. Time of Performance.** Time is expressly made of the essence with respect to each and every term and provision of this PSA.

**30. Permits.** Contractor shall at its own expense secure any and all licenses, permits or certificates that may be required by any federal, state or local statute, ordinance or regulation for the performance of the Services under the PSA. Contractor shall also comply with the provisions of all Applicable Laws in performing the Services under the PSA. At its own expense and at no cost to City, Contractor shall make any change, alteration or modification that may be necessary to comply with any Applicable Laws that Contractor failed to comply with at the time of performance of the Services.

**31. Media Releases.** Except for any announcement intended solely for internal distribution by Contractor or any disclosure required by legal, accounting, or regulatory requirements beyond the reasonable control of Contractor, all media releases, public announcements, or public disclosures (including, but not limited to, promotional or marketing material) by Contractor or its employees or agents relating to this PSA or its subject matter, or including the name, trade mark, or symbol of City, shall be coordinated with and approved in writing by City prior to the release thereof. Contractor shall not represent directly or indirectly that any Services provided by Contractor to City has been approved

or endorsed by City or include the name, trade mark, or symbol of City on a list of Contractor's customers without City's express written consent.

32. **Nonexclusive Market and Purchase Rights.** It is expressly understood and agreed that this PSA does not grant to Contractor an exclusive right to provide to City any or all of the Services and shall not prevent City from acquiring from other suppliers services similar to the Services. Contractor agrees that acquisitions by City pursuant to this PSA shall neither restrict the right of City to cease acquiring nor require City to continue any level of such acquisitions. Estimates or forecasts furnished by City to Contractor prior to or during the term of this PSA shall not constitute commitments.

33. **Survival.** The provisions of Sections 5, 8(g), 10, 11, 13, 14, 16, 17, 19, 23, 25 and 31 shall survive any expiration or termination for any reason of this PSA.

**[SIGNATURES APPEAR ON FOLLOWING PAGE]**

**IN WITNESS WHEREOF**, the parties to this PSA have caused it to be executed by their authorized officers as of the day and year first above written. This PSA may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**CITY OF ENGLEWOOD, COLORADO**

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

Title: \_\_\_\_\_

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

**ATTEST:**

\_\_\_\_\_  
City Clerk

MUNIREVS, LLC  
\_\_\_\_\_  
(Consultant Name)

27696 Highway 1415  
\_\_\_\_\_  
Address

Douglas CO 81323  
\_\_\_\_\_  
City, State, Zip Code

By: \_\_\_\_\_  
(Signature)  
Eric Neer  
\_\_\_\_\_  
(Print Name)

Title: owner

## **Exhibit A**

### **Attachments – STATEMENT OF WORK:**

1. Master Subscription Service Agreement
2. Addendum To Master Subscription Service Agreement  
Between MUNIRevs, LLC AND CITY OF ENGLEWOOD, COLORADO
3. MUNIRevs Hosting & Support Order Form & Terms
4. MUNIRevs City of Englewood Implementation Services Scope of Work & Order Form  
City of Englewood Implementation Schedule Exhibit A to Attachment 4

## Master Subscription Service Agreement

This Master Subscription Service Agreement (“**agreement**”) is entered between MUNIREvs, LLC, a Colorado limited liability company (**MR**), and the undersigned governmental entity (“**Customer**”).

- 1) **ONLINE REVENUE COLLECTION SERVICE.** This agreement provides Customer access to a proprietary online revenue collection automation and integration service to be provided by MR through a unique URL within a hosted server environment under the terms and conditions of this agreement (“**Service**”). All Service of MR, including but not limited to consulting, shall be governed by and subject to the terms and conditions of this agreement, whether or not provided pursuant to one or more orders of Customer.
- 2) **USE OF SERVICE.**
  - a). **Customer Revenue Disbursements.** Any business revenues (including without limitation, taxes and licenses) paid through Service will be deposited directly to Customer’s bank account. Customer agrees to set up a separate bank account expressly for collection of MR system deposits and to pay all merchant account fees for Customer’s accounts by merchant service, ACH providers and payment gateway (i.e. USA EPay/ Vericheck).
  - b). **MR Support and Responsibilities.** MR will provide customer support for the Service as further detailed in the Annual Support Order Form & Terms which terms are incorporated into this agreement for all purposes. Collection and auditing of businesses is the sole responsibility of Customer. The functionality of the Service may change but MR will not materially decrease the functionality during a paid term, and customer support may change but MR will not materially degrade customer support during any paid term.
  - c). **Customer Responsibilities.** Customer (i) is solely responsible for Customer Data (defined below), (ii) must use reasonable efforts to prevent unauthorized access to the Service, and notify MR promptly of any such unauthorized access, and (iii) may use the Service only in accordance with applicable law.
  - d). **Customer Restrictions.** Customer *may not* (i) sell, resell, rent or lease the Service, (ii) use the Service to store or transmit infringing, unsolicited marketing emails, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party rights, (iii) interfere with or disrupt the integrity or performance of the Service, or (iv) attempt to gain unauthorized access to the Service or their related systems or networks.
  - e). **Third Party Contractor Use.** Customer may allow its third party contractors to use the Service solely on behalf of and for the benefit of Customer and only in compliance with the terms and conditions of this agreement. Customer is responsible for compliance with the terms of this agreement by its contractors.
- 3) **PAYMENT TERMS.** Payment for all MR fees shall be as specified on the Annual Support Order Form & Terms and Implementation Service Scope of Work & Order Form (“**Order Forms**”). The Order Forms shall be deemed a part of this agreement. Unless otherwise provided in the Order Forms, all MR invoices shall be due and payable within 30 days of the date of the invoice. Customer must provide proof of its exemption from sales tax (if applicable), and otherwise the Customer is responsible for all sales, use and similar taxes. Interest shall accrue at the rate of one percent (1%) per month, from the date of the invoice, on any payments not received when due.
- 4) **MUTUAL CONFIDENTIALITY.**
  - a). **Definition of Confidential Information.** Confidential Information means all confidential information disclosed by a party (“**Discloser**”) to the other party (“**Recipient**”), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure (“**Confidential Information**”). MR’s Confidential Information includes without limitation the Service, Licensed Documentation (defined in section 6.d. below), and Customer’s Confidential Information includes without limitation the Customer Data.
  - b). **Protection of Confidential Information.** The Recipient must use the same degree of care that it uses to protect the confidentiality of its own confidential information (but in no event less than reasonable care) not to disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this agreement. The Recipient must make all commercially reasonable efforts to limit access to Confidential Information of Discloser to those of its employees and third party contractors who need such access for purposes consistent with this agreement and who have signed confidentiality agreements with Recipient no less restrictive than the confidentiality terms of this agreement.
  - c). **Exclusions.** Confidential Information *excludes* information that: (i) is or becomes generally known to the public without breach of any obligation owed to Discloser, (ii) was known to the Recipient prior to its disclosure by the Discloser without breach of any obligation owed to the Discloser, (iii) is received from a third party without breach of any obligation owed to Discloser, or (iv) was independently developed by the Recipient without use or access to the Confidential Information. The Recipient may disclose Confidential Information to the extent required by law, but will attempt to provide Discloser with advance notice to seek a protective order.
  - d). If MR’s data system crashes or otherwise becomes disabled, MR shall use good faith and reasonable efforts to immediately recover the system and all Customer data and shall be fully responsible for all costs incurred in the recovery of such data, with no additional costs to be borne by the Customer.

## 5) PROPRIETARY RIGHTS.

- a). **Reservation of Rights by MR.** The software, workflow processes, user interface, designs, know-how and other technologies provided by MR as part of the Service are the sole property of MR, and all right, title and interest in and to such items, including all associated intellectual property rights, are and shall remain only with MR. MR reserves all rights not expressly granted in this agreement.
- b). **Customer Restrictions.** Customer *may not*:
  - i. Use the Service or the Licensed Documentation beyond its internal operations;
  - ii. Reverse engineer the Service, the Licensed Documentation, the software or any other technology or Confidential Information associated therewith;
  - iii. Remove or modify any proprietary marking or restrictive legends in the Service and Licensed Documentation; or
  - iv. Access the Service or the Licensed Documentation to build a competitive product or service; or copy or derive any feature, function or graphic of the Service for competitive purposes.
- c). **Customer Data.** All data uploaded by Customer or a user of the service shall remain the sole property of Customer or that user (as applicable), as between MR and Customer ("**Customer Data**"), subject to the other terms of this agreement. Customer grants MR a non-exclusive term license to use the Customer Data for purposes of MR performing the Service under this agreement. During the Term (as defined in section 9.a.), Customer may export all of the Customer Data from within the Service.
- d). **Licensed Documentation.** Any Service user guides, sample data, marketing, training and other items provided through the Service or by MR, are licensed to Customer as follows: MR grants Customer a non-exclusive, license for the duration of the Service to such items for Customer's internal use solely with the Service, with the right to make additional copies of the material for the duration and purpose of the Service ("**Licensed Documentation**").

## 6) EFFECTIVE DATE, TERM, TERMINATION, RETURN OF DATA AND SUSPENSION OF SERVICE.

- (a) This agreement shall be effective upon execution by both parties. The term of this agreement shall be for the period of time set forth in the Order Forms ("**Term**").
- (b) Upon termination by right by Customer for any reason or no reason, Customer shall pay any unpaid fees through the date of termination, and shall return or destroy all MR property. Customer upon request will confirm that it has complied with these requirements.
- (c) Within 14-days after termination of this agreement, MR shall export to Customer all Customer Data from within the Service only in CSV format. After such period, MR shall have no obligation to store the Customer Data and may destroy such data without further notice to Customer.
- (d) **Annual Appropriation.** This agreement is subject to annual appropriations by the City of Englewood Council. (the "Council").
- (e) **Termination for Material Breach.** Notwithstanding the provisions of subparagraph a) of this section, if either party is in material breach of any term of this agreement, the other party may terminate this agreement effective at the end of a written 30-day notice/cure period, if the breach has not been cured.

## 7) COOPERATION. At all times during this contract and following its termination, if applicable, Customer shall have the right to import and/or export all Customer data upon reasonable request. The parties shall reasonably cooperate to ensure timely and accurate delivery of Service. Specifically, Customer agrees to provide complete and accurate information to MR when and as requested. MR shall not be responsible or liable for delays resulting from Customer's failure to provided timely or accurate information. Payment of MR's fees set forth in the Order Forms shall not be reduced, delayed or modified as a result of Customer's failure to provide timely or accurate information.

## 8) MISCELLANEOUS.

- a). **Governing Law.** This agreement is governed by Colorado law without regard to conflicts of law principles.
- b). **Attorney Fees and Costs.** The primarily prevailing party in any litigation or other legal proceeding shall recover its attorneys' fees and costs from the other party.
- c). **Money Damages Insufficient.** Any breach by a party of this agreement or violation of the other party's intellectual property rights could cause irreparable injury or harm to the other party. The other party may seek a court order to stop any breach or avoid any future breach.
- d). **Entire Agreement and Changes.** This agreement and the Order Forms and City of Englewood Professional Services Agreement constitute the entire agreement between the parties, and supersede all prior or contemporaneous negotiations, agreements and representations, whether oral or written, related to this subject matter. No modification or waiver of any term of this agreement is effective unless in a written instrument signed by both parties.
- e). **No Assignment.** Neither party may assign or transfer this agreement or Order Forms to a third party.
- g). **Enforceability.** If any term of this agreement is invalid or unenforceable, the other terms remain in effect.

- h). **No Additional Terms.** MR rejects additional or conflicting terms of any Customer form-purchasing document.
- i). **Order of Precedence.** If there is an inconsistency between this agreement and the Order Forms, the Order Forms prevails.
- j). **Survival of Terms.** Any terms that by their nature survive termination or expiration of this agreement, will survive.
- k). **Headings.** Headings contained in this agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this agreement.
- l). **Notices.** Any notices permitted or required under this agreement shall be deemed given upon the date of personal delivery or 72 hours after deposit in the United States mail, postage fully prepaid, addressed to the recipient address as set forth below their signature or at any other address as any party may, from time to time, designate by notice given in compliance with this section.
- m). **Counterparts Facsimiles: E-Mail.** This agreement may be signed in any number of counterparts, which together shall constitute one and the same instrument. Original signatures of the parties hereto on copies of this agreement transmitted by facsimile or electronically/scanned and e-mailed copies shall be deemed originals for all purposes hereunder, and such copies shall be binding on all parties hereto.
- n). **Sharing Data.** MR understands that the information from the Customer is strictly protected under Colorado Law as confidential data. If MR shares any data from its services employed under this agreement such data shall only be in the aggregate form and shall **not** identify, in any way, a specific business along with confidential data of such specific business.

\_\_\_\_\_/Customer

MUNIREvs, LLC

By: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Address

27696 Highway 145  
Dolores, CO 81323

*Erin Neer*  
owner

5/28/13

**ADDENDUM TO MASTER SUBSCRIPTION SERVICE AGREEMENT  
BETWEEN  
MUNIREvs, LLC  
AND  
CITY OF ENGLEWOOD, COLORADO**

This Addendum ("Addendum") is being entered between MUNIREvs, LLC ("MR") and The City of Englewood, Colorado ("Customer") and hereby supplements the terms of the MASTER SUBSCRIPTION SERVICE AGREEMENT between MR and Customer dated \_\_\_\_\_, 2013, a copy of which is attached to this Addendum as Exhibit A (the Master Subscription Services Agreement and this Addendum being referred to as the "Agreement"). Anything to the contrary notwithstanding, this Addendum shall take precedence over any inconsistent provisions of the MASTER SUBSCRIPTION SERVICE AGREEMENT, Order Forms, and any other contract documents.

1. Description of Service. The Service is described in Service Schedule attached to this Addendum.
2. Collateral Services. If any collateral services, functions or responsibilities not specifically described in the Service Schedule are an inherent, necessary or customary part of the Service or are required for proper performance or provision of the Service in accordance with the Agreement, they shall be deemed to be included within the scope of the Service to be delivered for the base charges, as if such services, functions or responsibilities were specifically described in the Agreement.
3. Hardware and Software. Except as otherwise expressly provided in the Service Schedule, MR shall be responsible for providing the facilities, personnel, equipment, communications capabilities, software and other resources necessary to provide the Service.
4. Requirements. Nothing in the Agreement shall be construed as a requirements contract, and notwithstanding anything to the contrary contained herein, the Agreement shall not be interpreted to prevent Customer from obtaining from third parties, or providing to itself, any or all of the services described in the Service Schedule or any other services.
5. Business Continuity. As part of the Service, MR will implement and manage disaster recovery plans and backup plans, as detailed in the Service Schedule, for the equipment and operating environment on which the Service will be provided. MR will (1) at least semiannually during the term of this Agreement, update and test the operability of the disaster recovery plan in effect at that time, (2) upon Customer's request, certify to Customer that the disaster recovery plans are fully operational, and (3) upon discovery by MR, promptly provide Customer with a notice of a disaster and implement the disaster recovery plans upon the occurrence of any such disaster affecting the provision or receipt of the Service.
6. Service Levels. MR agrees that its performance of the Service will meet or exceed each of the applicable terms of the Service Levels set forth in the Service Schedule. MR recognizes that its failure to meet the Service Levels will have a material adverse impact on the business and operations of Customer and that the damages resulting from MR's failure to meet such Service Levels are not capable of precise determination. Accordingly, if MR fails to meet any such Service Level, then, in addition to any other remedies available to Customer under this Agreement at law or in equity, MR shall pay Customer the performance credits specified in the Service Schedule ("Service Level Credits"). In addition to Service Level Credits, Customer shall be entitled to recover actual damages incurred as a result of MR's failure to meet such Service Levels. If MR fails to provide Service in accordance with the Service Levels and this Agreement, MR shall (1) promptly investigate and report on the causes of the problem; (2) provide a root cause analysis of such failure as soon as practicable, after such failure or Customer's request (3) initiate remedial action to correct the problem and to begin meeting the Service Levels as soon as practicable; and (4) advise Customer, as and to the extent requested by Customer, of the status of remedial efforts being undertaken with respect to such problem and provide Customer reasonable evidence that the causes of such problem have been or will be corrected on a permanent basis. In no event shall the period for the completion by MR of the root cause analysis exceed fifteen (15) days. MR shall implement

measurement and monitoring tools and metrics as well as standard reporting procedures to measure and report MR's performance of the Service against the applicable Service Levels. MR shall provide Customer with access to MR's on-line databases containing up-to-date information regarding the status of service problems, service requests and User inquiries. MR also shall provide Customer with information and access to the measurement and monitoring tools and procedures utilized by MR for purposes of audit verification. Customer shall not be required to pay for such measurement and monitoring tools or the resource utilization associated with their use.

7. Offshoring. MR agrees that it will not perform, nor engage any third party to perform, any of the Service hereunder outside of the United States. In addition, MR will not use nor provide access to Customer Data at locations outside of the United States. Further, MR shall not subcontract any services hereunder to any non-U.S. based individuals or entities regardless of whether the non-U.S. based entity is an affiliate or subsidiary of MR or is an affiliate or subsidiary of an entity organized under the laws of the United States, any state of the United States, the District of Columbia or any territory of the United States.

8. Financial Statements. Upon Customer's request, MR shall promptly furnish its financial statements as prepared by or for MR in the ordinary course of its business. Financial information provided hereunder shall be used by Customer solely for the purpose of determining MR's ability to perform its obligations under this Agreement. To the extent any such financial information is not otherwise publicly available, it shall be deemed Confidential Information of MR. If Customer's review of financial statements causes Customer to question MR's ability to perform its duties hereunder, Customer may request, and MR shall provide to Customer, reasonable assurances of MR's ability to perform its duties hereunder. Failure by MR to provide such reasonable assurances to Customer shall be deemed a material breach of this Agreement. Furthermore, MR shall notify Customer immediately in the event there is a change of control or material adverse change in MR's business or financial condition.

9. Subcontracted Services. MR shall be permitted to subcontract the performance of certain Service to a third party or parties (each a "Subcontractor"), provided, that: (1) MR gives prior written notice to Customer of the Subcontractor and the detailed nature and scope of the Service to be subcontracted; (2) Customer consents in writing to the subcontracting of such Service to such Subcontractor; and (3) MR complies with the terms and conditions set forth below. MR shall remain responsible to Customer in accordance with this Agreement for the Service performed by any Subcontractor (the "Subcontracted Service") to the same extent as if the Subcontracted Service were performed by MR's employees, and any completion schedules, specifications and service levels applicable to Subcontracted Service will continue to apply notwithstanding any such subcontracting. MR shall be solely responsible for all payments to any Subcontractor. Under no circumstances (including, without limitation, MR's failure to make timely and full payments to a Subcontractor) shall Customer be liable to any Subcontractor for payment of any amounts. MR shall indemnify, defend and hold harmless Customer from and against any loss, expense, obligation or liability incurred by Customer arising out of claims made by any Subcontractor related to its performance of the Subcontracted Service or any matters related thereto. MR shall not permit any Subcontractor to perform any Service for Customer or its Affiliates unless and until MR has entered into a subcontract (the "Subcontractor Agreement") with such Subcontractor containing provisions at least as favorable to Customer as those in this Agreement. MR shall use commercially reasonable efforts to obtain from Subcontractor and provide to Customer any information concerning the Subcontractor reasonably requested by Customer, including information regarding the Subcontractor's financial condition and ability to perform the Subcontracted Service.

10. Records and Audits. MR shall, and shall cause its Subcontractors to maintain complete and accurate records of and supporting documentation for all transactions, financial and non-financial, that result from or are created in connection with MR's performance of its material financial and operational obligations under this Agreement ("MR Records"). With respect to the amounts chargeable to and payments made by Customer under this Agreement, MR Records shall be kept in accordance with generally accepted accounting principles applied on a consistent basis. MR shall, and shall cause its Subcontractors to, provide to Customer (and internal and external auditors, inspectors, regulators and other representatives that Customer may designate from time to time) access at reasonable hours to MR

personnel, to the facilities at or from which Service are then being provided and to MR records and other pertinent information, all to the extent reasonably necessary and relevant to the Service and MR's obligation under this Agreement. Such access shall be provided for the purpose of performing audits and inspections of Customer and its businesses, to (1) verify the accuracy and completeness of MR's invoices, (2) verify the integrity of Customer Data, (3) examine the systems that process, store, support and transmit that data, (4) examine the controls (e.g., organizational controls, input/output controls, system modification controls, processing controls, system design controls, and access controls) and the security, disaster recovery and back-up practices and procedures; (5) examine MR's performance of the Service; (6) verify MR's reported performance against the applicable Service Levels; (7) examine MR's measurement, monitoring and management tools; and (8) enable Customer to meet applicable legal, regulatory and contractual requirements. MR shall provide any assistance reasonably requested by Customer or its designee in conducting any such audit.

11. Modifications. Prior to making any change to the Service (a "Change"), MR shall have verified by appropriate testing that the change or item has been properly installed, is operating in accordance with its specifications, is performing its intended functions in a reliable manner and is compatible with and capable of operating as part of the information technology environment. If MR desires to make a Change, MR shall provide reasonable notice to Customer which contains information demonstrating (through benchmarks or other means) the extent to which the desired Change may affect the functionality, performance or resource efficiency of the Service. Unless otherwise agreed, MR shall bear all charges, fees and costs associated with any Change desired by MR, including all charges, fees and costs associated with (1) the design, installation, implementation, testing and rollout of such Change, (2) any modification or enhancement to, or substitution for, any impacted software or equipment, and (3) any increase in the cost of operating, maintaining or supporting any impacted system, software or equipment. MR shall make no Change which may (i) increase Customer's total costs of receiving the Service; (ii) require material changes to Customer facilities, systems, software or equipment; or (iii) have a material adverse impact on the functionality, interoperability, performance or resource efficiency of the Service, without first obtaining Customer's approval, which approval Customer may withhold in its sole discretion. If MR desires to make such a Change, it shall provide to Customer a written proposal describing in detail the extent to which the desired Change may affect the functionality, performance or resource efficiency of the Service and the benefits, savings and risks to Customer associated with such Change. Notwithstanding the foregoing, MR may make temporary Changes required by an emergency if it has been unable to contact the Customer Project Coordinator to obtain approval after making reasonable efforts. MR shall document and report such emergency changes to Customer not later than the next business day after the change is made. MR will schedule and implement all Changes so as not to (A) disrupt or adversely impact the business or operations of Customer, (B) degrade the Service then being received by Customer, or (C) interfere with Customer's ability to obtain the full benefit of the Service.

12. Customer Data; Data Security. Customer shall supply to MR all of the data to be processed under the Agreement. Customer shall transmit the data to MR by communications link or in another manner described in the Service Schedule. MR agrees that all data relating to the Customer Data which are received, used or stored in connection with the Service provided hereunder or otherwise is, or will be and shall remain the exclusive property of Customer and shall be deemed Confidential Information of Customer. MR hereby waives any interest, title, lien or right to any such data. Customer Data shall not be (a) used by MR other than in connection with providing the Services, (b) disclosed, sold, assigned, leased, or otherwise provided to third Parties by MR, or (c) commercially exploited by or on behalf of MR, its employees, subcontractors or agents. Customer Data shall be furnished to Customer, in such format as Customer shall reasonably request immediately upon the termination or expiration of this Agreement for any reason whatsoever. As part of the Service, MR shall maintain and enforce safety and physical security procedures that are at least equal to those specified in the Service Schedule and which provide appropriate technical and organizational safeguards against accidental or unlawful destruction, loss, alteration or unauthorized disclosure or access of all Customer Data. Customer shall have the right to establish back up security for the Customer Data and to keep back up data and data files in its possession if it chooses. As part of the Service, MR shall be responsible for developing and maintaining procedures for the reconstruction of lost Customer Data. MR shall correct, at Customer's request and sole discretion and at no charge to Customer, any destruction, loss or alteration of any Customer Data caused

by MR or any MR personnel and not directed by Customer or otherwise expressly contemplated by this Agreement. MR shall maintain and retain all pertinent records, including Customer Data and Confidential Information, in strict compliance with Customer's record retention policies, as such policies may be amended from time to time. On an annual basis, MR will employ a third party experienced in performing system security audits, who shall be reasonably acceptable to Customer, to perform an audit of the electronic data processing environment maintained by MR to provide the Service, such audit to be made in compliance with the requirements for a SSAE16 Type II audit. Such audit shall include appropriate penetration testing of the system used to provide the Service. MR shall promptly provide Customer with a copy of the results of the audit following receipt. If such audit report indicates any deficiencies in the systems security standards utilized by MR, MR shall promptly undertake, at MR's expense, to remedy such deficiencies, and shall report to Customer when such deficiencies have been remedied.

13. Disputes. If Customer disputes all or any portion of an invoice for charges, then Customer shall pay the undisputed portion of the invoice by the due date and shall provide the following notification with respect to the disputed portion of the invoice. Customer shall notify MR as soon as possible of the specific amount disputed and shall provide reasonable detail as to the basis for the dispute. The parties shall then attempt to resolve the disputed portion of such invoice as soon as possible. Upon resolution of the disputed portion, Customer shall pay to MR the resolved amount. No dispute regarding a portion of an invoice shall relieve Customer of the obligation to timely pay the undisputed portion.

14. Clearances and Fees. To the extent that fees are required to be paid to third parties for the permissible use of any functionality, feature or aspect of the Service obtained by MR from third parties, MR shall promptly secure such rights and, except for the fees payable by Customer hereunder, pay all necessary clearance fees without additional charge to Customer.

15. Right to Provide Services; No Infringement. MR warrants to Customer that it has the full legal right to provide the Service under this Agreement, and that the Service, as and when delivered to Customer by MR and when properly used for the purpose and in the manner specifically authorized by this Agreement, do not infringe upon any patent, copyright, trade secret or other proprietary right of any third party. MR shall defend and indemnify Customer against any third party claim to the extent attributable to a violation of the foregoing warranty.

16. General Warranties. MR represents and warrants that (a) the Service shall substantially perform the functions and operate in accordance with this Agreement, the Service Levels, and the applicable Specifications; (b) all services will be rendered using sound, professional practices and in a competent and professional manner by knowledgeable, trained and qualified personnel; (c) all obligations owed to the third parties with respect to the activities contemplated to be undertaken by MR pursuant to this Agreement are or will be fully satisfied by MR so that Customer will not have any obligations (other than obligations set forth in this Agreement) with respect thereto; (d) MR's obligations hereunder are not in conflict with any other MR obligations; (e) MR will comply with all applicable Laws in the performance of its obligations hereunder; including but not limited to all applicable data protection Laws and regulations; (f) MR will comply with the Customer Privacy Policy, as the same may be revised by Customer from time to time and supplied to MR, and in the performance of its other obligations hereunder; and (g) MR's arrangements with its Subcontractors and agents who provide services to MR in connection with the performance of MR's obligations hereunder shall be in compliance with the terms and conditions of this Agreement.

17. Malicious Code. MR represents and warrants that it shall take commercially reasonable actions and precautions to prevent the introduction and proliferation of any Malicious Code into MR's information technology environment or any system used by MR to provide the Service. Without limiting MR's other obligations under this Agreement, MR covenants that, in the event any Malicious Code is found in the systems used to provide the Service, (a) if such Malicious Code originated in the equipment, software or other resources provided by MR under this Agreement, MR shall remove such Malicious Code at its expense and indemnify Customer for all Losses incurred by Customer as a result of such Malicious Code, and (b) in any case (wherever such Malicious Code originated), MR shall exercise commercially reasonable efforts at no additional charge to eliminate, and reduce the effects of, the Malicious Code and,

if the Malicious Code causes a loss of operational efficiency or loss of data, to mitigate such losses and restore such data with generally accepted data restoration techniques.

18. Indemnification. MR will indemnify, defend and hold harmless Customer and its employees, and agents and the heirs, executors, successors, and permitted assigns of any of the foregoing (the "Customer Indemnitees") from and against all Losses suffered or incurred by a Customer Indemnitee directly or indirectly arising from or related to: (1) any negligent or intentional act or omission by MR or its representatives in the performance of MR's obligations under this Agreement, or (2) any breach in a representation, warranty, covenant or obligation of MR contained in this Agreement.

19. Insurance.

(a) MR agrees to keep in full force and effect and maintain at its sole cost and expense the following policies of insurance commencing seven (7) days from the date of mutual execution and delivery of the Agreement and throughout the remainder of the Term:

(1) Commercial General Liability ("CGL") Insurance in an amount of \$1,000,000 per occurrence, with a \$2,000,000 general aggregate covering, without limitation, bodily injury (including death), personal injury, defamation, property damage, contractual liability and products/completed operations coverage. Customer, including its employees, shall be named as an additional insured on this policy either by a blanket endorsement, in which case, a copy is not required; or by separate endorsement if required by the insurance carrier, such separate endorsement to be provided to Customer.

(2) Workers Compensation – Coverage A - Statutory limits  
Employer's Liability – Coverage B  
Bodily Injury by Accident - \$1,000,000 each accident  
Bodily Injury by Disease - \$1,000,000 policy limit  
Bodily Injury by Disease - \$1,000,000 each employee

(3) Commercial Automobile Liability Insurance in an amount of \$1,000,000 combined single limit covering bodily injury (including death) and property damage for all owned, hired, and non-owned vehicles used by MR. Customer, including its employees, shall be named as an additional insured on this policy either by a blanket endorsement, in which case, a copy is not required; or by a separate endorsement if required by the insurance carrier, such separate endorsement to be provided to Customer.

(4) Umbrella Liability Insurance which shall provide excess, follow-form coverage with respect to the liability coverage required in subsections (1), (2), and (3) of this Section 19 in an amount of \$5,000,000 combined single limit per occurrence and in the aggregate.

(5) Commercial Crime Insurance, including employee theft and computer fraud in an amount of \$5,000,000 per claim, to include third party coverage to respond to any loss involving Customer property or property for which Customer is legally liable under MR's care, custody, and control resulting from fraudulent activity of MR in the servicing of this Agreement. Customer acknowledges that if MR does not have any employees other than the Owner, this coverage is inapplicable.

(6) Professional Liability or Technology Errors and Omissions Insurance to include cyber liability coverage with per claim limits of \$5,000,000.

(7) Performance Bonds, on terms and conditions agreed to by Customer and MR.

(b) All such insurance shall be procured with such insurance companies of good standing, permitted to do business in the country, state or territory where MR has operations. MR shall provide Customer with certificates of insurance evidencing compliance with this Section 19. MR shall take such

actions with regard to its policy or policies of insurance as are necessary to cause the policy or policies to comply with the requirements stated herein. The obligation of MR to provide the insurance specified herein shall not limit in any way any obligation or liability of MR provided elsewhere in the Agreement.

20. **Publicity.** Except for any announcement intended solely for internal distribution by MR or any disclosure required by legal, accounting, or regulatory requirements beyond the reasonable control of MR, all media releases, public announcements, or public disclosures (including, but not limited to, promotional or marketing material) by MR or its employees or agents relating to this Agreement or its subject matter, or including the name, trade name, trade mark, or symbol of Customer, shall be coordinated with and approved in writing by Customer prior to the release thereof. MR shall not represent directly or indirectly that any service provided by MR to Customer has been approved or endorsed by Customer or include the name, trade name, trade mark, or symbol of Customer on a list of MR's customers without Customer's express written consent.

21. **Termination by Customer.**

(a) Customer may immediately terminate the Agreement, by giving written notice of termination to MR, if (1) MR breaches any of its material obligations under this Agreement and does not cure the breach within thirty (30) days (provided that the breach is susceptible to cure) after Customer gives written notice to MR describing the breach in reasonable detail, (2) MR dissolves or liquidates or otherwise discontinues all or a significant part of its business operations, (3) MR becomes liable for or incurs Service Level Credits of \$2,000 for the first day and \$500 for each subsequent day under this Agreement that MR system is inaccessible to businesses for licensing, tax remitters, and/or City staff for any period exceeding two hours during normal business hours (8:00am-5:00pm MST Monday through Friday, excluding City recognized holidays). System inaccessible due to Acts of God, but not including a power outage at the server hosting facility or web host provider, are excluded from this provision and shall not incur a Service Level Credit.

(b) **TABOR.** The parties understand and acknowledge that each party is subject to Article X, § 20 of the Colorado Constitution ("TABOR"). The parties do not intend to violate the terms and requirements of TABOR by the execution of this Agreement. It is understood and agreed that this Agreement does not create a multi-fiscal year direct or indirect debt or obligation within the meaning of TABOR and, notwithstanding anything in this Agreement to the contrary, all payment obligations of Customer are expressly dependent and conditioned upon the continuing availability of funds beyond the term of Customer's current fiscal period ending upon the next succeeding December 31. Financial obligations of Customer payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of Customer and applicable law. Upon the failure to appropriate such funds, this Agreement shall be terminated upon Customer providing written notice to MR.

(c) **Return of Property.** Upon termination of this Agreement, both parties agree to return to the other all property (including any Confidential Information) of the other party that it may have in its possession or control.

22. **Termination for Convenience.** Customer may terminate the term for convenience and without cause at any time by giving MR at least ninety (90) days prior written notice designating the termination date. Customer shall pay to MR a Termination Charge calculated in accordance with the Service Schedule. In the event that a purported termination for cause by Customer under Section 21 is determined by a competent authority not to be properly a termination for cause, then such termination by Customer shall be deemed to be a termination for convenience under this Section 22.

23. **Taxes.** Customer is not subject to taxation. No federal or other taxes (excise, luxury, transportation, sales, etc.) shall be included in quoted prices. Customer shall not be obligated to pay or reimburse MR for any taxes attributable to the sale of any services which are imposed on or measured by net or gross income, capital, net worth, franchise, privilege, any other taxes, or assessments, nor any of the foregoing imposed on or payable by MR. Upon written notification by Customer and subsequent

verification by MR, MR shall reimburse or credit, as applicable, Customer in a timely manner, for any and all taxes erroneously paid by Customer. Customer shall provide MR with, and MR shall accept in good faith, resale, direct pay, or other exemption certificates, as applicable.

24. Staff. MR is an independent contractor and neither MR nor MR's staff is, or shall be deemed to be employed by Customer. Customer is hereby contracting with MR for the Service and MR reserves the right to determine the method, manner and means by which the Service will be performed. The Service shall be performed by MR or MR's staff, and Customer shall not be required to hire, supervise or pay any assistants to help MR perform the Services under this Agreement. Except to the extent that MR's work must be performed on or with Customer's computers or Customer's existing software, all materials used in providing the Service shall be provided by MR.

25. Confidential Information.

(a) Obligations. Each party hereto may receive from the other party information which relates to the other party's business, research, development, trade secrets or business affairs ("Confidential Information"). Subject to the provisions and exceptions set forth in the Colorado Open Records Act, CRS Section 24-72-101 et. seq., each party shall protect all Confidential Information of the other party with the same degree of care as it uses to avoid unauthorized use, disclosure, publication or dissemination of its own confidential information of a similar nature, but in no event less than a reasonable degree of care. Without limiting the generality of the foregoing, each party hereto agrees not to disclose or permit any other person or entity access to the other party's Confidential Information except such disclosure or access shall be permitted to an employee, agent, representative or independent contractor of such party requiring access to the same in order to perform his or her employment or services. Each party shall ensure that their employees, agents, representatives, and independent contractors are advised of the confidential nature of the Confidential Information and are precluded from taking any action prohibited under this Section 25. Further, each party agrees not to alter or remove any identification, copyright or other proprietary rights notice which indicates the ownership of any part of such Confidential Information by the other party. A party hereto shall undertake to immediately notify the other party in writing of all circumstances surrounding any possession, use or knowledge of Confidential Information at any location or by any person or entity other than those authorized by this Agreement. Notwithstanding the foregoing, nothing in this Agreement shall restrict either party with respect to information or data identical or similar to that contained in the Confidential Information of the other party but which (1) that party rightfully possessed before it received such information from the other as evidenced by written documentation; (2) subsequently becomes publicly available through no fault of that party; (3) is subsequently furnished rightfully to that party by a third party without restrictions on use or disclosure; or (4) is required to be disclosed by law, provided that the disclosing party will exercise reasonable efforts to notify the other party prior to disclosure.

(b) Know-How. For the avoidance of doubt neither Customer nor MR shall be prevented from making use of know-how and principles learned or experience gained of a non-proprietary and non-confidential nature.

(c) Remedies. Each of the parties hereto agree that if any of them, their officers, employees or anyone obtaining access to the Confidential Information of the other party by, through or under them, breaches any provision of this Section 25, the non-breaching party shall be entitled to an accounting and repayment of all profits, compensation, commissions, remunerations and benefits which the breaching party, its officers or employees directly or indirectly realize or may realize as a result of or growing out of, or in connection with any such breach. In addition to, and not in limitation of the foregoing, in the event of any breach of this Section 25, the parties agree that the non-breaching party will suffer irreparable harm and that the total amount of monetary damages for any such injury to the non-breaching party arising from a violation of this Section 25 would be impossible to calculate and would therefore be an inadequate remedy at law. Accordingly, the parties agree that the non-breaching party shall be entitled to temporary and permanent injunctive relief against the breaching party, its officers or employees and such other rights and remedies to which the non-breaching party may be entitled to at law, in equity or under this

Agreement for any violation of this Section 25. The provisions of this Section 25 shall survive the expiration or termination of this Agreement for any reason.

26. Project Managers. Each party shall designate one of its employees to be its Project Manager who shall act for that party on all matters under this Agreement. The initial Project Managers are specified in the Service Schedule. Each party shall notify the other in writing of any replacement of a Project Manager. The Project Managers shall meet as often as either one requests to review the status of the Service and other services to be provided hereunder.

27. Relationship of Parties. MR is acting only as an independent contractor and does not undertake, by this Agreement, or otherwise, to perform any obligation of Customer, whether regulatory or contractual, or to assume any responsibility for Customer's business or operations. Neither party shall act or represent itself, directly or by implication, as an agent of the other.

28. Applicable Law. MR shall comply with all applicable Laws in performing the Service and other services under the Agreement. This Agreement shall be construed in accordance with the Laws of the State of Colorado. Any action or proceeding brought to interpret or enforce the provisions of this Agreement shall be brought before the state or federal court situated in Arapahoe County, Colorado and each party hereto consents to jurisdiction and venue before such courts.

29. Notices. Any notice provided pursuant to this Agreement shall be in writing to the parties at the addresses set forth in the Agreement and shall be deemed given (1) if by hand delivery, upon receipt thereof, (2) three (3) days after deposit in the United States mails, postage prepaid, certified mail, return receipt requested or (3) one (1) day after deposit with a nationally-recognized overnight courier, specifying overnight priority delivery. Either party may change its address for purposes of this Agreement at any time by giving written notice of such change to the other party hereto.

30. Assignment. This Agreement may not be assigned by MR without the prior written consent of Customer. Except for the prohibition of an assignment contained in the preceding sentence, this Agreement shall be binding upon and inure to the benefit of the heirs, successors and assigns of the parties hereto.

31. Third Party Beneficiaries. This Agreement is entered into solely for the benefit of the parties hereto and shall not confer any rights upon any person or entity not a party to this Agreement.

32. Headings. The section headings in this Agreement are solely for convenience and shall not be considered in its interpretation. The recitals set forth on the first page of this Agreement are incorporated into the body of this Agreement. The exhibits referred to throughout this Agreement and any Statement of Work prepared in conformance with this Agreement are incorporated into this Agreement.

33. Waiver. The failure of either party at any time to require performance by the other party of any provision of this Agreement shall not effect in any way the full right to require such performance at any subsequent time; nor shall the waiver by either party of a breach of any provision of this Agreement be taken or held to be a waiver of the provision itself.

34. Time of Performance. Time is expressly made of the essence with respect to each and every term and provision of this Agreement.

35. Permits. MR shall at its own expense secure any and all licenses, permits or certificates that may be required by any federal, state or local statute, ordinance or regulation for the performance of the Service or other services under the Agreement. At its own expense and at no cost to Customer, MR shall make any change, alteration or modification that may be necessary to comply with any applicable Laws that MR failed to comply with at the time of performance of the Service or other services under this Agreement.

36. Survival. The provisions of Sections 10, 12, 15, 16, 18, 20, 23, 25, 27, and 28 of this Addendum shall survive any expiration or termination for any reason of the Agreement.

37. Defined Terms. Capitalized terms not specifically defined in this Addendum shall have the meanings set forth in the MASTER SUBSCRIPTION SERVICE AGREEMENT or related contract documents. As used in this Addendum, the following terms have the following meanings:

(a) "Good Faith Dispute" means a good faith dispute by Customer of certain amounts invoiced under this Agreement. A Good Faith Dispute will be deemed to exist only if (i) Customer has given written notice of the dispute to MR promptly after receiving the invoice and (ii) the notice explains Customer's position in reasonable detail. A Good Faith Dispute will not exist as to an invoice in its entirety merely because certain amounts on the invoice have been disputed.

(b) "Laws" shall mean all federal, state and local laws, statutes, regulations, rules, executive orders, government directives, government circulars, or binding pronouncements of or by any government (including any department or agency thereof) having jurisdictional authority over a party.

(c) "Losses" shall mean all losses, liabilities, damages and claims (including taxes), and all related costs and expenses (including reasonable legal fees and disbursements and costs of investigation, litigation, settlement, judgment, interest and penalties).

(d) "Malicious Code" shall mean (a) any code, program, or sub-program whose knowing or intended purpose is to damage or interfere with the operation of the computer system containing the code, program or sub-program, or to halt, disable or interfere with the operation of the software, code, program, or sub-program, itself, or (b) any code, program or sub-program that permits any unauthorized person to circumvent the normal security of the software or the system containing the code.

(e) "Specifications" shall mean the detailed functional specifications with respect to the Service as set forth in of the Service Schedule

IN WITNESS WHEREOF, the parties hereto have executed this Addendum as of the date first above written.

**MUNIREvs, LLC**

**CITY OF ENGLEWOOD, COLORADO**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

## Exhibit A

### Master Subscription Service Agreement

This Master Subscription Service Agreement (“**agreement**”) is entered between MUNIRevs, LLC., a Colorado limited liability company (**MR**), and the undersigned governmental entity (“**Customer**”).

- 1) **ONLINE REVENUE COLLECTION SERVICE.** This agreement provides Customer access to a proprietary online revenue collection automation and integration service to be provided by MR through a unique URL within a hosted server environment under the terms and conditions of this agreement (“**Service**”). All Service of MR, including but not limited to consulting, shall be governed by and subject to the terms and conditions of this agreement, whether or not provided pursuant to one or more orders of Customer.
  
- 2) **USE OF SERVICE.**
  - a). **Customer Revenue Disbursements.** Any business revenues (including without limitation, taxes and licenses) paid through Service will be deposited directly to Customer’s bank account. Customer agrees to set up a separate bank account expressly for collection of MR system deposits and to pay all merchant account fees for Customer’s accounts by merchant service, ACH providers and payment gateway (i.e. USA EPay/ Vericheck).
  
  - b). **MR Support and Responsibilities.** MR will provide customer support for the Service as further detailed in the Annual Support Order Form & Terms which terms are incorporated into this agreement for all purposes. Collection and auditing of businesses is the sole responsibility of Customer. The functionality of the Service may change but MR will not materially decrease the functionality during a paid term, and customer support may change but MR will not materially degrade customer support during any paid term.
  
  - c). **Customer Responsibilities.** Customer (i) is solely responsible for Customer Data (defined below), (ii) must use reasonable efforts to prevent unauthorized access to the Service, and notify MR promptly of any such unauthorized access, and (iii) may use the Service only in accordance with applicable law.
  
  - d). **Customer Restrictions.** Customer *may not* (i) sell, resell, rent or lease the Service, (ii) use the Service to store or transmit infringing, unsolicited marketing emails, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party rights, (iii) interfere with or disrupt the integrity or performance of the Service, or (iv) attempt to gain unauthorized access to the Service or their related systems or networks.
  
  - e). **Third Party Contractor Use.** Customer may allow its third party contractors to use the Service solely on behalf of and for the benefit of Customer and only in compliance with the terms and conditions of this agreement. Customer is responsible for compliance with the terms of this agreement by its contractors.
  
- 3) **PAYMENT TERMS.** Payment for all MR fees shall be as specified on the Annual Support Order Form & Terms and Implementation Service Scope of Work & Order Form (“**Order Forms**”). The Order Forms shall be deemed a part of this agreement. Unless otherwise provided in the Order Forms, all MR invoices shall be due and payable within 30 days of the date of the invoice. Customer must provide proof of its exemption from sales tax (if applicable), and otherwise the Customer is responsible for all sales, use and similar taxes. Interest shall accrue at the rate of one percent (1%) per month, from the date of the invoice, on any payments not received when due.
  
- 4) **MUTUAL CONFIDENTIALITY.**

- a). **Definition of Confidential Information.** Confidential Information means all confidential information disclosed by a party ("**Discloser**") to the other party ("**Recipient**"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure ("**Confidential Information**"). MR's Confidential Information includes without limitation the Service, Licensed Documentation (defined in section 6.d. below), and Customer's Confidential Information includes without limitation the Customer Data.
- b). **Protection of Confidential Information.** The Recipient must use the same degree of care that it uses to protect the confidentiality of its own confidential information (but in no event less than reasonable care) not to disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this agreement. The Recipient must make all commercially reasonable efforts to limit access to Confidential Information of Discloser to those of its employees and third party contractors who need such access for purposes consistent with this agreement and who have signed confidentiality agreements with Recipient no less restrictive than the confidentiality terms of this agreement.
- c). **Exclusions.** Confidential Information *excludes* information that: (i) is or becomes generally known to the public without breach of any obligation owed to Discloser, (ii) was known to the Recipient prior to its disclosure by the Discloser without breach of any obligation owed to the Discloser, (iii) is received from a third party without breach of any obligation owed to Discloser, or (iv) was independently developed by the Recipient without use or access to the Confidential Information. The Recipient may disclose Confidential Information to the extent required by law, but will attempt to provide Discloser with advance notice to seek a protective order.
- d). If MR's data system crashes or otherwise becomes disabled, MR shall use good faith and reasonable efforts to immediately recover the system and all Customer data and shall be fully responsible for all costs incurred in the recovery of such data, with no additional costs to be borne by the Customer.
- 5) **PROPRIETARY RIGHTS.**
- **Reservation of Rights by MR.** The software, workflow processes, user interface, designs, know-how and other technologies provided by MR as part of the Service are the sole property of MR, and all right, title and interest in and to such items, including all associated intellectual property rights, are and shall remain only with MR. MR reserves all rights not expressly granted in this agreement.
  - **Customer Restrictions.** Customer *may not*:
    - i. Use the Service or the Licensed Documentation beyond its internal operations;
    - ii. Reverse engineer the Service, the Licensed Documentation, the software or any other technology or Confidential Information associated therewith;
    - iii. Remove or modify any proprietary marking or restrictive legends in the Service and Licensed Documentation; or
    - iv. Access the Service or the Licensed Documentation to build a competitive product or service; or copy or derive any feature, function or graphic of the Service for competitive purposes.
  - **Customer Data.** All data uploaded by Customer or a user of the service shall remain the sole property of Customer or that user (as applicable), as between MR and Customer ("**Customer Data**"), subject to the other terms of this agreement. Customer grants MR a non-exclusive term license to use the Customer Data for purposes of MR performing the Service under this agreement. During the Term (as defined in section 9.a.), Customer may export all of the Customer Data from within the Service.
  - **Licensed Documentation.** Any Service user guides, sample data, marketing, training and other items provided through the Service or by MR, are licensed to Customer as follows: MR grants

Customer a non-exclusive, license for the duration of the Service to such items for Customer's internal use solely with the Service, with the right to make additional copies of the material for the duration and purpose of the Service ("**Licensed Documentation**").

- 6) **EFFECTIVE DATE, TERM, TERMINATION, RETURN OF DATA AND SUSPENSION OF SERVICE.**
- (a) **This agreement shall be effective upon execution by both parties.** The term of this agreement shall be for the period of time set forth in the Order Forms ("**Term**").
  - (b) Upon termination by right by Customer for any reason or no reason, Customer shall pay any unpaid fees through the date of termination, and shall return or destroy all MR property. Customer upon request will confirm that it has complied with these requirements.
  - (c) Within 14-days after termination of this agreement, MR shall export to Customer all Customer Data from within the Service only in CSV format. After such period, MR shall have no obligation to store the Customer Data and may destroy such data without further notice to Customer.
  - (d) **Annual Appropriation.** This agreement is subject to annual appropriations by the City of Englewood Council. (the "Council").
  - (e) **Termination for Material Breach.** Notwithstanding the provisions of subparagraph a) of this section, if either party is in material breach of any term of this agreement, the other party may terminate this agreement effective at the end of a written 30-day notice/cure period, if the breach has not been cured.
- 7) **COOPERATION.** At all times during this contract and following its termination, if applicable, Customer shall have the right to import and/or export all Customer data upon reasonable request. The parties shall reasonably cooperate to ensure timely and accurate delivery of Service. Specifically, Customer agrees to provide complete and accurate information to MR when and as requested. MR shall not be responsible or liable for delays resulting from Customer's failure to provide timely or accurate information. Payment of MR's fees set forth in the Order Forms shall not be reduced, delayed or modified as a result of Customer's failure to provide timely or accurate information.
- 8) **MISCELLANEOUS.**
- a). **Governing Law.** This agreement is governed by Colorado law without regard to conflicts of law principles.
  - b). **Attorney Fees and Costs.** The primarily prevailing party in any litigation or other legal proceeding shall recover its attorneys' fees and costs from the other party.
  - c). **Money Damages Insufficient.** Any breach by a party of this agreement or violation of the other party's intellectual property rights could cause irreparable injury or harm to the other party. The other party may seek a court order to stop any breach or avoid any future breach.
  - d). **Entire Agreement and Changes.** This agreement and the Order Forms and City of Englewood Professional Services Agreement constitute the entire agreement between the parties, and supersede all prior or contemporaneous negotiations, agreements and representations, whether oral or written, related to this subject matter. No modification or waiver of any term of this agreement is effective unless in a written instrument signed by both parties.
  - e). **No Assignment.** Neither party may assign or transfer this agreement or Order Forms to a third party.
  - g). **Enforceability.** If any term of this agreement is invalid or unenforceable, the other terms remain in effect.
  - h). **No Additional Terms.** MR rejects additional or conflicting terms of any Customer form-purchasing document.
  - i). **Order of Precedence.** If there is an inconsistency between this agreement and the Order Forms, the Order Forms prevails.
  - j). **Survival of Terms.** Any terms that by their nature survive termination or expiration of this agreement, will survive.
  - k). **Headings.** Headings contained in this agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this agreement.

- l). **Notices.** Any notices permitted or required under this agreement shall be deemed given upon the date of personal delivery or 72 hours after deposit in the United States mail, postage fully prepaid, addressed to the recipient address as set forth below their signature or at any other address as any party may, from time to time, designate by notice given in compliance with this section.
- m). **Counterparts Facsimiles; E-Mail.** This agreement may be signed in any number of counterparts, which together shall constitute one and the same instrument. Original signatures of the parties hereto on copies of this agreement transmitted by facsimile or electronically/scanned and e-mailed copies shall be deemed originals for all purposes hereunder, and such copies shall be binding on all parties hereto.
- n) **Sharing Data.** MR understands that the information from the Customer is strictly protected under Colorado Law as confidential data. If MR shares any data from its services employed under this agreement such data shall only be in the aggregate form and shall **not** identify, in any way, a specific business along with confidential data of such specific business.

\_\_\_\_\_/Customer

MUNIREvs, LLC A

By: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Name

Erin Neer  
Name

\_\_\_\_\_  
Title

Owner  
Title

\_\_\_\_\_  
Date

5/28/13  
Date

\_\_\_\_\_  
Address

27696 Highway 145  
Dolores, CO 81323

## Service Schedule

### Support Terms:

Support Hours: 8 am to 5 pm, MST (Monday – Friday), excluding City holidays

- New Year's Day
- Martin Luther King Day
- Presidents' Day
- Memorial Day
- 4<sup>th</sup> of July
- Labor Day
- Veterans' Day
- Thanksgiving Day
- Friday following Thanksgiving Day
- Christmas Eve Day
- Christmas Day
- New Year's Eve Day

Support Phone: 1-888-751-1911

Support E-mail:

### Included Components

- Phone & e-mail support to Customer & Customer's Business Owners
- Hosted server, including daily & weekly back up.
- Standby server implementation within 1 hour of any catastrophic loss.
- Maximum data loss of **23 hours**
- Unlimited logins by Customer and businesses
- Enhancements that are provided to all other customers of its services offering under support.
- Bug fixes to bring the services into substantial conformance with its then current user guide.

### Excluded (Additional) Services

- Delinquency & collection efforts outside the system automated notices (as customized during implementation).
- Auditing efforts outside the system audit module and reports (as customized during implementation).
- Full redundancy option in which catastrophic loss would result in 0 hours of data loss

### Other

- Service Schedule will be negotiated annually along with Service Level credits
- Service Level Credits for the first year will require a credit of \$2,000 for the first day and \$500 for every day thereafter that the Service Schedule is not met.
- Support will respond to each tax remitter phone call and / or e-mail within **one** business day.
- System Downtime:
  - For on-line submission, system cannot be down on the 20<sup>th</sup> (12:00am through 11:59pm) of each month nor on the following Monday if the 20<sup>th</sup> falls on a weekend

- Downtime due to enhancements, patches, bug fixes, etc. shall not be done during working hours 8-5pm M-F, unless approved by COE staff in an unforeseen circumstance.
- The System will maintain 99.9% uptime with the exception of unforeseen circumstances (i.e. Acts of God)
- Bug Fixes
  - Priority 1 bug fixes are business stopping and receive immediate attention.
  - Bug fixes that are not priority 1 are resolved within 1 week.
- Enhancement requests are additional features or changes to items that are operating properly and will be queued in our enhancement database for future releases.



### Hosting & Support Order Form & Terms

**Customer:** City of Englewood.

**Renewals of this Order:** This order renew annually, automatically on January 1<sup>st</sup> of each year unless either party provides the other with notice of non-renewal with at least 60 days written notice.

**Pricing:** The monthly application hosting & support cost will remain flat for the first 5 years. The percentage of revenues portion of the fee (.06%) will also remain flat throughout the first 5 years, but will fluctuate with the revenues of the Customer, illustrating MUNIREvs' commitment to revenue growth.

- Monthly Application Hosting & Support: \$5,190.64
- Monthly % of Paperless Remittance Revenues (.06%): \$1,158.08\*
- Total Estimated Monthly Cost: **\$6,348.75**

\*Estimated based upon \$23,161,600 in annual collections.

**Terms:** This order is a part of and governed by the terms of the Master Subscription Services Agreement and Addendum to Master Subscription Services Agreement between the parties (collectively "Agreement"), which terms are incorporated into this order for all purposes. The Term of the Agreement shall renew with this order unless otherwise terminated in accordance with the terms of the Agreement.

**Monthly Fees:** Monthly fees commence upon mutual execution of the Agreement, and will be billed for the entire first month of the Term, estimated to be June 2013. Prior month revenue percentage fees begin upon first revenue collection, estimated to occur on August 26<sup>th</sup>, 2013.

<b>Application Hosting &amp; Support Monthly Fees</b>	
Sales & Use Tax Module	\$1,297.66
Licensing Module	\$1,297.66
Auditing Module	\$1,297.66
Reporting Module	\$1,297.66
<b>Total Monthly Hosting &amp; Support Fees</b>	<b>\$5,190.64</b>
<b>Percentage of Prior Month Revenues (.06%)</b>	<b>.06%</b>

**Reimbursement Items:** The City of Englewood shall be responsible for reimbursing MUNIREvs for the following costs annually. All costs will be reimbursed at their actual cost – invoices shall be presented prior to reimbursement by Customer. Customer shall remit payment within 7 business days of receipt of invoice documentation.

<b>Item</b>	<b>Date of Payment</b>	<b>Amount</b>
Performance Bonding Costs	Upon Contract Execution, and every year thereafter, prior to renewal of performance bond	3% of total Contract (including reimbursements) estimated at \$5,500 in Year 1 and \$4,500 in subsequent years
Insurance Costs	Upon Contract Execution, and every year thereafter, prior to renewal of	\$17,047

	insurance policies.	
Travel, Lodging & meals	As incurred for site visits	TBD

**Due Dates:** MUNIRevs monthly fees shall be automatically debited from the Customer's bank account on the 1<sup>st</sup> of each month. Percentage of Prior Month Revenues shall be debited automatically with the subsequent month's fees, with documentation remitted via e-mail with PDF attachment showing the electronic payment totals remitted to the COE bank account in the prior month. If payment is not received by 12:01 am on the 1<sup>st</sup> of every month, COE access will be denied to the system for all users, including businesses.

**Payment Processing Fees:** As indicated in the Master Subscription Service Agreement, all merchant account fees, including those for ACH payments, credit card payments and payment gateway fees are the responsibility of the Customer.

**Support Terms:**

Support Hours: 8 am to 5 pm, MST (Monday – Friday), excluding City holidays:

- New Year's Day
- Martin Luther King Day
- Presidents' Day
- Memorial Day
- 4th of July
- Labor Day
- Veterans' Day
- Thanksgiving Day
- Friday following Thanksgiving Day
- Christmas Eve Day
- Christmas Day
- New Year's Eve Day

Support Phone: 1-888-751-1911

Support E-mail:

**Included Components**

- Phone & e-mail support to Customer & Customer's Business Owners
- Hosted server, including daily & weekly back up.
- Standby server implementation within 1 hour of any catastrophic loss.
- Maximum data loss of 23 hours
- Unlimited logins by Customer and businesses
- Enhancements that are provided to all other customers of its services offering under support.
- Bug fixes to bring the services into substantial conformance with its then current user guide.

**Excluded (Additional) Services**

- Delinquency & collection efforts outside the system automated notices (as customized during implementation).
- Auditing efforts outside the system audit module and reports (as customized during implementation).
- Full redundancy option in which catastrophic loss would result in 0 hours of data loss

**Other**

- Service Schedule will be negotiated annually along with Service Level credits
- Support will respond to each tax remitter phone call and / or e-mail within one business day
- System Downtime:
  - For on-line submission, system cannot be down on the 20th (12:00am through 11:59pm) of each month nor on the following Monday if the 20th falls on a weekend
  - Downtime due to enhancements, patches, bug fixes, etc. shall not be done during working hours 8-5pm M-F, unless approved by COE staff in an unforeseen circumstance
  - The System will maintain 99.9% uptime with the exception of unforeseen circumstances (i.e. Acts of God)
- Bug Fixes
  - Priority 1 bug fixes are business stopping and receive immediate attention.
  - Bug fixes that are not priority 1 are resolved within 1 week.
- Enhancement requests are additional features or changes to items that are operating properly and will be queued in our enhancement database for future releases.

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**Customer Signature & Date**

5/28/13

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**MUNIREvs, LLC Signature & Date**

***NOTE: A copy of the City's Colorado Sales Tax Exemption Certificate is required when Executed.***



**City of Englewood**  
**Implementation Services Scope of Work & Order Form**

**Phase I – Configuration Review & Programming**

**Approximate Timeline for Completion:** 6 Weeks after Contract Execution

*See Exhibits A for Details*

**Phase II – API Configuration & Data Import**

**Approximate Timeline for Completion:** 3 Weeks after Completion of Phase I

*See Exhibits A for Details*

**Phase III – Training & Implementation**

**Approximate Timeline for Completion:** 2 weeks from Completion of Phase II before Go Live Date, 99% business owner paperless processing within 90 days of Go Live Date. **Note:** Paperless processing success depends upon certain policy requirements by the City such as implementing a \$10 paper filing fee.

*See Exhibits A for Details*

**Customer Responsibilities**

1. Customer acknowledges that in order to achieve this implementation schedule, they shall provide all requested documentation requirements to MUNIREvs as expeditiously as possible. The first document / data submission to MUNIREvs shall occur no later than June 10, 2013.

**Implementation Deposit Requirements**

<b><u>Deliverable Requirement</u></b>	<b><u>Approx. Delivery Date</u></b>	<b><u>Deposit</u></b>
Upon Contract Execution	June 3, 2013	\$10,500
Completion of Phases I & II	July 31, 2013	\$5,250
Go Live Date	August 26, 2013	\$5,250
<b>Total</b>		<b>\$21,000</b>

**Reimbursement Items :** In addition to the implementation costs, the City of Englewood shall be responsible for reimbursing MUNIREvs for the following costs.

<b><u>Item</u></b>	<b><u>Date of Payment</u></b>	<b><u>Amount</u></b>
Performance Bonding Costs	Upon Contract Execution, to be wired within 1 business day, and every year thereafter, prior to renewal of performance bond	\$5,500
Insurance Costs	Upon Contract Execution, and every year thereafter, prior to renewal of insurance policies.	\$17,100
Travel, Lodging & meals	As incurred for implementation site visits	TBD
<b>Total</b>		<b>\$22,600</b>

**RFP Reconciliation**

<b>Item</b>	<b>Amount</b>
RFP Total for 2013	\$97,185
Less Implementation Costs Above	(\$21,000)
Less % of electronic revenues Processed (estimate included in RFP)	(\$13,897)
Less June – December Payments of \$5,190 / Month	\$31,144
<b>Total Remaining in RFP</b>	<b>\$31,144</b>
<b>Total Required with Implementation Deposit</b>	<b>\$10,000</b>

**Payment Instructions**

All Implementation Services Scope of Work & Order Form payments required, as summarized below, shall be remitted via wire transfer to the below:

<b>Item</b>	<b>Timeline</b>	<b>Amount</b>
Implementation Deposit	Upon Contract Execution	\$10,500
Reimbursement Items	Upon Contract Execution	\$22,600
RFP Reconciliation Deposit	Upon Contract Execution	\$10,000
<i>Note – ACH Auto Debit for Month of June also required upon contract execution (See Hosting &amp; Support Order Form)</i>		
<b>Subtotal, Wire Amount</b>	<b>Upon Contract Execution</b>	<b>\$43,100</b>
Implementation	Upon Completion of Phase I & II	\$5,250
Implementation	Upon Go Live Date	\$5,250

**Wire Instructions**

Account Name: MUNIREvs, LLC

Signer:

Account #

Routing#

Bank:

**Note: MR cannot commence work per the Exhibit A timeline until all above payments, and the electronic ACH payment required under the Application Hosting & Support have been received upon contract execution.**

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 Customer Signature & Date


 MUNIREvs, LLC Signature & Date

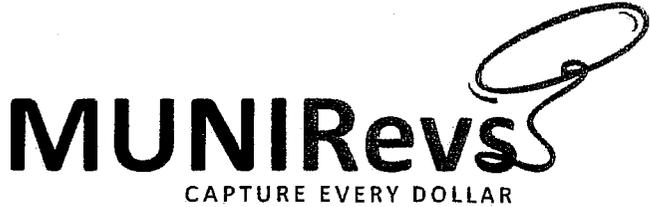
3/28/13

**NOTE: A copy of the City's Colorado Sales Tax Exemption Certificate is required when Executed.**

City of Englewood Implementation Schedule		Phase	Start date	Complete Date	Location	Process
<b>Exhibit A</b>						
<b>1. Customization of Each Revenue Center</b>						
<input type="checkbox"/>	Review sales tax formulas, including penalties & interest and grace periods with Customer staff.	Phase I	6/10/2013	6/15/2013	On Site	Customer submit current versions of all forms (licenses & taxes) & process map to MR via paper or electronic written document. Include Ordinance language for late fees & due dates for each revenue item.
<input type="checkbox"/>	Review sales tax form & calculations with Customer staff for approval.	Phase I	6/10/2013	6/15/2013	On Site	Customer submit current versions of all forms (licenses & taxes) & process map to MR via paper or electronic written document. Include Ordinance language for late fees & due dates for each revenue item.
<input type="checkbox"/>	Review sales tax form requirements mapping to each business category with Customer staff.	Phase I	6/10/2013	6/15/2013	On Site	Customer submit current versions of all forms (licenses & taxes) & process map to MR via paper or electronic written document. Include Ordinance language for late fees & due dates for each revenue item.
<input type="checkbox"/>	Review lodging tax formulas, including penalties & interest and grace periods with Customer staff.	Phase I	6/10/2013	6/15/2013	On Site	Customer submit current versions of all forms (licenses & taxes) & process map to MR via paper or electronic written document. Include Ordinance language for late fees & due dates for each revenue item.
<input type="checkbox"/>	Review lodging tax applicable business category mapping with Customer staff	Phase I	6/10/2013	6/15/2013	On Site	Customer submit current versions of all forms (licenses & taxes) & process map to MR via paper or electronic written document. Include Ordinance language for late fees & due dates for each revenue item.
<input type="checkbox"/>	Review license forms, including attachments, parallel forms & approval routing customization with Customer staff.	Phase I	6/10/2013	6/15/2013	On Site	Customer submit current versions of all forms (licenses & taxes) & process map to MR via paper or electronic written document. Include Ordinance language for late fees & due dates for each revenue item.
<input type="checkbox"/>	Review license renewal dates for each license form with Customer staff.	Phase I	6/10/2013	6/15/2013	On Site	Customer submit current versions of all forms (licenses & taxes) & process map to MR via paper or electronic written document. Include Ordinance language for late fees & due dates for each revenue item.
<input type="checkbox"/>	Review license requirements mapping to each business category with Customer staff.	Phase I	6/10/2013	6/15/2013	On Site	Customer submit current versions of all forms (licenses & taxes) & process map to MR via paper or electronic written document. Include Ordinance language for late fees & due dates for each revenue item.
<input type="checkbox"/>	Review sales & lodging tax frequency parameters with Customer staff (volume / historical pattern, etc.)	Phase I	6/10/2013	6/15/2013	On Site	
<input type="checkbox"/>	Review optional lodging data for Customer decision on inclusion (occupancy percentages, average daily rate)	Phase I	6/10/2013	6/15/2013	On Site	
<input type="checkbox"/>	Review optional economic impact form for Customer decision on inclusion and obtain list of 2013 events.	Phase I	6/10/2013	6/15/2013	On Site	
<input type="checkbox"/>	Review user groups & roles with Customer staff.	Phase I	6/10/2013	6/15/2013	On Site	
<input type="checkbox"/>	Review redundancy options with Customer staff and obtain decision on desired level.	Phase I	6/10/2013	6/15/2013	On Site	

City of Englewood Implementation Schedule		Phase	Start date	Complete Date	Location	Process
<b>Exhibit A</b>						
<input type="checkbox"/>	Review interface requirements for HP Trim - Content Management System with Customer staff.	Phase I	6/10/2013	6/15/2013	On Site	
<input type="checkbox"/>	Review interface requirements for CRW Trakit System with Customer staff.	Phase I	6/10/2013	6/15/2013	On Site	
<input type="checkbox"/>	Review interface requirements for Land Trak/GIS System with Customer staff.	Phase I	6/10/2013	6/15/2013	On Site	
<input type="checkbox"/>	Review "live" business directory and discuss desired level of utilization.	Phase I	6/10/2013	6/15/2013	On Site	
<input type="checkbox"/>	Review audit functionality customization, including status' drop down, selection criteria with Customer staff.	Phase I	6/10/2013	6/15/2013	On Site	
<input type="checkbox"/>	Customer review & approve sales tax form (including lodging, optional lodging data & economic impact form)	Phase I	6/10/2013	6/15/2013	On Site	
<input type="checkbox"/>	Customer review & approve license forms, including frequency, business category mapping, approval processes & flags	Phase I	6/10/2013	6/15/2013	On Site	
<input type="checkbox"/>	Gather report samples from all Customer staff for customization in MUNIREvs.	Phase I	6/10/2013	6/15/2013	On Site	
<input type="checkbox"/>	Assist Customer in analyzing paper remittance fees and credit card convenience fees.	Phase I	6/10/2013	6/15/2013	On Site	
<b>2. Form Programming &amp; Data Import</b>						
<input type="checkbox"/>	Create https://englewood.munirevs.com and configure server redundancy.	Phase II	6/15/2013	7/31/2013	Remote	MR Configure all forms, processes & calculations to documentation.
<input type="checkbox"/>	Configure sales tax form & calculations.	Phase II	6/15/2013	7/31/2013	Remote	MR Configure all forms, processes & calculations to documentation.
<input type="checkbox"/>	Configure optional lodging occupancy, average daily rate into sales tax form & calculations.	Phase II	6/15/2013	7/31/2013	Remote	MR Configure all forms, processes & calculations to documentation.
<input type="checkbox"/>	Set business and tax category form mappings in configuration file for Customer approval.	Phase II	6/15/2013	7/31/2013	Remote	MR Configure all forms, processes & calculations to documentation.
<input type="checkbox"/>	Configure optional economic impact form event dates.	Phase II	6/15/2013	7/31/2013	Remote	MR Configure all forms, processes & calculations to documentation.
<input type="checkbox"/>	Configure license forms, including flags, attachments, frequencies & approval processes for all business types.	Phase II	6/15/2013	7/31/2013	Remote	MR Configure all forms, processes & calculations to documentation.
<input type="checkbox"/>	Review existing data bases and work with Customer staff to prepare data for import to MUNIREvs	Phase II	6/15/2013	7/31/2013	Remote	MR & Customer to coordinate data mapping. Customer to submit data for import to MR.
<input type="checkbox"/>	Configure audit drop down lists & selection criteria & routing for Customer approval	Phase II	6/15/2013	7/31/2013	Remote	
<input type="checkbox"/>	Assist Customer in completing application & contract with Vericheck / USA E Pay.	Phase II	6/15/2013	7/31/2013	Remote	

City of Englewood Implementation Schedule	Phase	Start date	Complete Date	Location	Process
<b>Exhibit A</b>					
<input type="checkbox"/> Create user groups & roles for Customer approval.	Phase II	6/15/2013	7/31/2013	Remote	
<input type="checkbox"/> Complete initial data import for Customer result review & approval of field migration.	Phase II	6/15/2013	7/31/2013	Remote	
<input type="checkbox"/> Configure shopping cart and complete testing for live use.	Phase II	6/15/2013	7/31/2013	Remote	
<input type="checkbox"/> Configure API for integration to HP Trim - Content Management System (subject to specs from Phase I)	Phase II	8/1/2013	8/31/2013	Remote	
<input type="checkbox"/> Configure API for integration to CRW Trakit System (subject to specs from Phase I)	Phase II	8/1/2013	8/31/2013	Remote	
<input type="checkbox"/> Configure API for integration to Land Trak / GIS System (subject to specs from Phase I)	Phase II	8/1/2013	8/31/2013	Remote	
<input type="checkbox"/> Configure reports per samples provided by Customer staff during Phase I and as Customer uses live system. Ongoing process as customer utilizes system. This deliverable is usually quite intense throughout 1st 90 days of Customer use as Customer determines additional report requests through system familiarization process.	Phase II, Phase III & Live use	8/1/2013	11/30/2013	Remote	
<b>3. Training &amp; Implementation</b>					
<input type="checkbox"/> Complete final data import for financial transactions.	Phase III	8/15/2013	8/31/2013	Remote	
<input type="checkbox"/> Complete Customer staff training sessions	Phase III	8/26/2013	8/30/2013	On Site	
<input type="checkbox"/> Customer send out 1st notice to businesses to let them know system launch & training schedules.	Phase III	8/15/2013			
<input type="checkbox"/> System Go Live Date, and support of Customer businesses for filings due 02/20/2013 for the period of January , 2013	Phase III	8/26/2013			
<input type="checkbox"/> Customer send out 2nd notice to businesses who have not converted to paperless processing.	Phase III	9/14/2013			
<input type="checkbox"/> Customer send out 3rd notice to businesses who have not converted to paperless processing.	Phase III	10/14/2013			
<input type="checkbox"/> Customer review integration functionality for API interfaces (Typically extends into first 60-90 days of live use as API requirements are utilized in live system).	Phase III	8/31/2013	9/30/2013	Remote	
<input type="checkbox"/> Customer review & approve audit functionality customization.	Phase III	8/31/2013	9/30/2013	Remote	
<input type="checkbox"/> Configure Customer staff user logins, rights and user notification preferences (Typically continues for first 60-90 days of live use as roles are refined).	Phase III	8/1/2013	9/30/2013	Remote	Customer provide list of users and roles.



May 9, 2013

Pursuant to Section 9 of the MUNIREvs MSSA Addendum, MUNIREvs hereby notifies the City of Englewood, Customer, that we will be utilizing Onsite Technical Services for certain programming & engineering functions of our contract.

MUNIREvs has contracted with Onsite Technical Services since its inception in July of 2011, and Stephen Phillips, the Owner of the company acts as the Director of Engineering for MUNIREvs. The City of Englewood had the opportunity to meet Stephen personally during our demonstration in November of 2012.

Sincerely, 

Erin Sweet Neer, Owner

MUNIREvs, LLC

**ACKNOWLEDGEMENT BY THE CITY OF ENGLEWOOD, COLORADO**

By: \_\_\_\_\_  
(Signature)

Gary Sears  
(Print Name)

Title: City Manager

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

With MUNIREvs, YOU Capture Every Dollar 

Website Design Agreement - Administrative User Interface Modules		Phase	Start date	Complete Date	Location
<b>Exhibit A - On Site Technical Programming &amp; Engineering Requirements, COE</b>					
<b>1. Customization of Each Revenue Center</b>					
<input type="checkbox"/>	Build User Interface for Form Creator Module for customized form creation within Administration dashboard. (Form Creator will then be utilized by MUNIREvs to configure all forms including workflow routing, fees, required attachments, etc.) Tool will be utilized at 6/10			6/10/2013 for Kickoff, Fully Live in	
<input type="checkbox"/>	kick off for review with COE staff.	Phase I	In Progress	Phase II For Customer testing	
<b>2. Form Programming &amp; Data Import</b>					
<input type="checkbox"/>	Create https://englewood.munirevs.com and configure server redundancy.	Phase II	6/15/2013	7/31/2013	Remote
<input type="checkbox"/>	Build User Interface for business and tax category form mappings in configuration file.	Phase II	6/15/2013	7/31/2013	Remote
<input type="checkbox"/>	Review existing data bases and work with Customer staff to prepare data for import to MUNIREvs	Phase II	6/15/2013	7/31/2013	Remote
<input type="checkbox"/>	Build User Interface for configuration of audit drop down lists & selection criteria & routing	Phase II	6/15/2013	7/31/2013	Remote
<input type="checkbox"/>	Assist MUNIREvs with initial data import for Customer result review & approval of field migration	Phase II	6/15/2013	7/31/2013	Remote
<input type="checkbox"/>	Configure shopping cart and complete testing for live use.	Phase II	6/15/2013	7/31/2013	Remote
<input type="checkbox"/>	Configure API for integration to HP Trim - Content Management System (subject to specs from Phase I)	Phase II	8/1/2013	8/31/2013	Remote
<input type="checkbox"/>	Configure API for integration to CRW Trakit System (subject to specs from Phase I)	Phase II	8/1/2013	8/31/2013	Remote
<input type="checkbox"/>	Configure API for integration to Land Trak / GIS System (subject to specs from Phase I)	Phase II	8/1/2013	8/31/2013	Remote
<input type="checkbox"/>	Configure reports per samples provided by Customer staff during Phase I and as Customer uses live system. Ongoing process as customer utilizes system. This deliverable is usually quite intense throughout 1st 90 days of Customer use as Customer determines	Phase II, Phase III & Live use	8/1/2013	11/30/2013	Remote
<input type="checkbox"/>	additional report requests through system familiarization process.				
<b>3. Training &amp; Implementation</b>					
<input type="checkbox"/>	Complete final data import for financial transactions.	Phase III	8/15/2013	8/31/2013	Remote
<input type="checkbox"/>	Support Services as needed, primarily for Advanced Tickets	Ongoing			

# Memorandum

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City Manager's Office

TO: Mayor Penn and Members of City Council  
THROUGH: Gary Sears, City Manager  
FROM: Michael Flaherty, Deputy City Manager  
DATE: May 30, 2013  
SUBJECT: Greater Englewood Chamber of Commerce-Request to City Council

At the June 3rd Study Session, Colleen Mello, Executive Director of the Greater Englewood Chamber of Commerce, will present a request to City Council for consideration of waiver of certain City fees and for in-kind services related to upcoming Chamber events.

Attached are an updated summary of requested services and costs, and letters from Ms. Mello that describe sponsorship requests for each of the following events:

August 10 – Car Show

August 17 – KOSI Radio “World’s Largest Garage Sale”

December 7 - Holiday Parade.

These costs are not included in the City Council budget or the budgets of the affected departments and would either have to be absorbed by the affected departments or supplemental appropriations made.

The Chamber has previously received a cash contribution of \$5000 for sponsorship of 2013 events, paid from the City Council budget.

## Chamber Events Summary Requested City In-Kind Contributions

### World's Biggest Garage Sale RTD Parking Lot August 17, 2013      Estimated Costs

<u>Waiver of Fees</u>	
Temporary Use Permit	\$ 75
Barricades from street department	<u>\$150</u>
Total requested	<b>\$225</b>

### Englewood Car Show - 3700 S Windermere August 10,2013      Estimated Costs

<u>Waiver of Fees</u>	
Temporary Use Permit	\$75
Banner Placement	\$150
Digital Sign	<u>\$200</u>
Subtotal	<b>\$425</b>

#### Employee Costs

Police Officers - 4 x 8 hours@\$50/hour (OT rate)	\$2000
Total Requested	<b>\$2425</b>

### Holiday Parade at Englewood Parkway & CityCenter Dec 7      Estimated Costs

<u>City Direct Personnel Expenses</u>	
12 Police Officers x 3 hours @\$50/hour (OT Rate)	\$1800
Banner Placement (employee time)	<u>\$ 400</u>
Subtotal direct Costs	<b>\$2200</b>
Custodial	\$1219*
Snow removal	\$ 340*
Subtotal with snow removal and custodial	<b>\$1559</b>

\*2011- Actual costs incurred due to snow removal and to inclement weather that required some events to move indoors. Applicable if snow and cold weather repeat in 2013.

#### Waiver of Fees

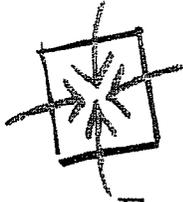
Street Occupancy Permit	\$200
Temporary Use Permit	<u>\$ 75</u>
Subtotal of fees	<b>\$275</b>

Use of Community Room – if events moved indoors	\$750*
Subtotal with Community Room fee waiver, if necessary	<b>\$750</b>

<b>Total Requested for Parade</b> (if weather cooperates)	<b>\$2475</b>
<b>Total</b> (if inclement weather/snow and cold based on 2011)	<b>\$4784</b>

EFF Expenses – to be reimbursed by Chamber

<b>Total for all City Events</b>	<b>\$5125</b>
<b>Total</b> (with snow/inclement weather costs for Parade)	<b>\$7434</b>



# Greater Englewood

chamber of commerce

*bringing business together™*

Englewood City Council:

May 1, 2013

Dear Council Members,

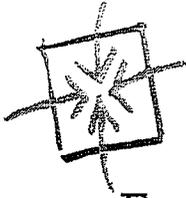
The Englewood Chamber of Commerce is excited to have the opportunity to be involved in presenting a Car Show this summer for the citizens of Englewood. We are very excited about bringing this event to our community and we are looking forward to both a fun and successful event. We have had many requests from citizens that would like to see this venue and we have several local car enthusiasts that will be participating.

The event will be Saturday, August 10, 2013 from 8:00am – 4:00pm. The car show will be along Windermere Street starting at 3700 S Windermere. We are expecting some 150 show cars to be parked along the street. We are also planning on having vendors that will be selling food and beverages. The spectator parking will be in the Sports Authority Parking Lot.

As City representatives we are asking you to consider the waiving of fees for this event. This event is not for the promotion of the Chamber but an event for the citizens and businesses of Englewood. If you would consider the waiving of these fees it would certainly assist us in providing this to the city. The fees included are: a \$75 temporary use fee, \$150 banner fee, a \$200 digital sign fee and \$2000 for police coverage. We would also like to display the Englewood Trolley Car and the antique Fire truck if possible.

We are hopeful that you will seriously consider our request and help us in providing this event for the Englewood Community.

Sincerely,  
Colleen Mello  
Executive Director, Englewood Chamber of Commerce  
(303) 789-4473 or



Greater Englewood  
chamber of commerce  
*bringing business together™*

May 1, 2013

Englewood City Council

Dear Council Members,

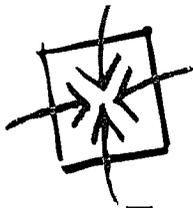
The Englewood Chamber of Commerce and KOSI 101 will be sponsoring the ***“Worlds Largest Garage Sale”*** in Englewood on June 22, 2013. We are doing this joint adventure because we feel that this is a huge opportunity to promote the City of Englewood to the Denver Metro Area.

We will hold the sale in the RTD Parking Lot at 899 W Floyd Ave from 8:00am to 2:00pm.

As you know the Chamber is a non-profit organization that works with businesses, city departments and citizens to promote our city and provide events for the community. In order for us to provide events such as the Garage Sale we are asking for a few In-Kind Contributions from the City. As City representatives we are asking you to consider the waiving of fees for this event. This event is not for the promotion of the Chamber but a means to promote the City of Englewood. We anticipate that name “Englewood” will be mentioned all day during the 1,000 – 30 second advertising spots. This is a great way to advertise our City to the surrounding communities and we are pleased to be hosting such an event. If you would consider the waiving of fees it would certainly assist us in our endeavors for this event. The fees included are: a \$75 temporary usage permit fee, a \$200 digital sign fee, a \$150 fee for the hanging of a banner advertising the garage sale and \$150 for the barricade placement.

We truly believe this event presents a positive reflection on our business community in regards to the cooperation required between the City and the Chamber to support this type of event. Thank you for your consideration of our request.

Sincerely,  
Colleen Mello  
Executive Director, Englewood Chamber of Commerce  
(303) 789-4473 or



# Greater Englewood

chamber of commerce

*bringing business together™*

May 1, 2013

Englewood City Council

Dear Council Members,

The Englewood Chamber will be sponsoring the Holiday Parade for the Englewood Community in 2013. The event has now become an event that the citizens expect to see and we are very excited about bringing this showcase event again in 2013. We think this is a great opportunity for our citizens and also for merchants to advertise and promote their businesses for the holiday season.

We will follow a similar proposal to the 2012 Parade with the route and street closures. We are planning on the date being Saturday, December 7th, from 10:00am -11:30am. The parade would start at South Acoma and Englewood Parkway and proceed west on Englewood Parkway to the City Center. As the parade would proceed the streets would then be opened to traffic. We are committed to minimizing the amount of time the streets are closed.

As you know the Chamber is a non-profit organization that works with our local businesses, city departments and citizens to promote our city and provide programs/events for the community. In order for us to provide events such as the Holiday Parade we rely on volunteers and donations from businesses and other organizations within the community. Our members will be volunteering their time and money to ensure the success of the parade.

As City representatives we are asking you to consider the waiving of fees for this event. This event is not for the promotion of the Chamber but a gift to the Englewood community. If you would consider the waiving of fees it would certainly assist us in our endeavors for this event. The fees included are: the cost of the police coverage (\$1800); a \$75 temporary usage permit fee, a \$200 street occupancy fee; a \$400 fee for the hanging of a banner advertising the parade, \$1219.00 for custodial help \*, \$340 snow removal \*, and \$750 for the use of the community room\* for a total of \$4784.00. We are actively seeking sponsors to help with our cost which will be about \$6128.00, the largest portion of that figure is required for the police coverage and traffic barricades. If you would consider waiving these additional fees it would certainly help us achieve our goal of providing the parade to the citizens of Englewood.

We are also asking for permission to use the Acoma parking lot and the 3400 block of S Acoma for the staging area of the parade.

We truly believe this event presents a positive reflection on our business community for providing this event to the children and citizens of Englewood. We are hopeful that you will seriously consider our request. Please help us to continue this tradition for Englewood residents.

Sincerely,  
Colleen Mello  
Executive Director, Englewood Chamber of Commerce  
(303) 789-4473 or

\*In case of inclement weather