City Council Agenda

Regular Meeting
November 15, 2016 at 6:30 p.m.
School District Six Board of Education Meeting Room
1025 9th Avenue, Greeley Colorado

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Recognitions and Proclamations
5. Citizen Input
6. Approval of Agenda
7. Reports from Mayor and Councilmembers
8. Petitions from Mayor and Councilmembers

Consent Agenda

The Consent Agenda is a meeting management tool to allow the City Council to handle several routine items with one action.

Council or staff may request an item be "pulled" off the Consent Agenda and considered separately under the next agenda item in the order they were listed.

9. Approval of the City Council Proceedings of November 1, 2016
10. Acceptance of the Report of the November 8, 2016 City Council Worksession
11. Consideration of a resolution authorizing the City of Greeley to enter into a grant agreement between the City of Greeley and the State of Colorado, Division of Criminal Justice, regarding receipt and expenditure of grant funding provided by the Victims of Crime Assistance Program

City of Greeley Colorado

Mayor
Tom Norton

Councilmembers

Rochelle Galindo
Ward I

Randy Sleight
Ward II

John Gates
Ward III

Michael Finn
Ward IV

Sandi Elder
At-Large

Robb Casseday
At-Large

A City Achieving Community Excellence
Greeley promotes a healthy, diverse economy and high quality of life responsive to all its residents and neighborhoods, thoughtfully managing its human and natural resources in a manner that creates and sustains a safe, unique, vibrant and rewarding community in which to live, work, and play.

12. Consideration of a resolution of the City of Greeley Council authorizing the City to enter into an intergovernmental agreement with the Colorado Department of Transportation, Division of Transit and Rail Entitled "FTA Section 5339 Grant Agreement" for the purchase of a bus lift

13. Consideration of a resolution establishing the 2016 tax levy and directing the certification of the same to the board of county commissioners

14. Consideration of a resolution to amend and adopt a Joint Use Agreement / Intergovernmental Agreement between the City of Greeley and Weld County School District 6

15. Consideration of a resolution of the City of Greeley Council to enter into an agreement for architectural and construction administration services with Alm2s for City Center Phase 1

16. Introduction and first reading of an ordinance granting a non-exclusive franchise to Atmos Energy Corporation, a Texas Corporation, its successors and assigns, for the right to make reasonable use of, and to erect, construct, operate, and maintain through the public rights-of-way, easements, and other public property and equipment necessary and appurtenant to the operation and maintenance of a system for the furnishing, sale, and distribution of natural gas to citizens within the City, and fixing the terms and conditions thereof

End of Consent Agenda

17. Pulled consent agenda items

18. Public hearing and final reading of an ordinance authorizing the transfer of City property in exchange for a water line easement and property access

19. Appointment to Greeley Housing Authority

20. Appointment of applicants to the Citizen's Transportation Advisory Board, Construction Trades Advisory and Appeals Board, Greeley Art Commission, Judicial Review Board, Museum Board, Rodarte Community Center Advisory Board, and Stormwater Board

21. Scheduling of meetings, other events

22. Consideration of a motion authorizing the City Attorney to prepare any required resolutions, agreements, and ordinances to reflect action taken by the City Council at this meeting and at any previous meetings, and authorizing the Mayor and City Clerk to sign all such resolutions, agreements and ordinances

23. Adjournment

Council Agenda Summary

November 15, 2016
Agenda Item Number 1-3

Title

1. Call to Order

2. Pledge of Allegiance

3. Roll Call

   Mayor Norton
   Councilmember Sleight
   Councilmember Galindo
   Councilmember Gates
   Councilmember Casseday
   Councilmember Elder
   Councilmember Finn

Council Agenda Summary

November 15, 2016
Agenda Item Number 4

Title
Recognitions and Proclamations

Summary
Councilmember Finn will present the What's Great About Greeley Report.

16 Days of Activism Proclamation
The 16 Days of Activism against Gender-Based Violence is an international campaign which takes place each year and runs from 25 November (International Day for the Elimination of Violence against Women) to 10 December (Human Rights Day), also encompassing other important key dates. Widely known as the '16 Days Campaign', it is used as an organizing strategy by individuals and organizations around the world to call for the prevention and elimination of violence against women and girls.

National Adoption Day
National Adoption Day, November 19, 2016, is a collective national effort to raise awareness of the more than 100,000 children in foster care waiting to find permanent, loving families.

Police Reaccreditation Presentation
Frederick Chief of Police Gary Barbour, president of the Colorado Association of Chiefs of Police, will present the Greeley Police Department with a plaque reaccrediting the Department for complying with over 200 professional standards. Chief Barbour led the team that performed an on-site inspection of the Department after GPD completed a lengthy and detailed self-assessment. The reaccreditation follows the Department's initial state accreditation in 2011 and will be in effect for five years.

Council Agenda Summary

November 15, 2016
Agenda Item Number 5

Title
Citizen Input

Summary
During this portion of the meeting, anyone may address the Council on any item of City business appropriate for Council's consideration that is not already listed on this evening's agenda.

Individual speakers will be limited to 3 minutes each. Council and staff will respond tonight, if possible, to questions or requests. If further time or discussion is needed, a staff member will contact you within the next couple of days. Some items may need to be scheduled for a future meeting.

Council Agenda Summary

November 15, 2016
Agenda Item Number 6

Title
Approval of the Agenda

Council Agenda Summary

November 15, 2016
Agenda Item Number 7

Title
Reports from Mayor and Councilmembers

Summary
During this portion of the meeting any Councilmember may offer announcements or reports on recent events and happenings. These reports should be a summary of the Councilmember's attendance at assigned board/commission meetings and should include key highlights and points that may require additional decision and discussion by the full Council at a future time.

Board/Commission	Meeting Day/Time	Councilmember Assigned
--Team of 2-- Board/Commission Interviews	Monthly as Needed	Rotation
Water & Sewer Board	3rd Wed, 2:00 pm	Norton
Youth Commission Liaison	4th Mon, 6:30 pm	Sleight
Historic Preservation Loan	As Needed	Galindo
Police Pension Board	Quarterly	Galindo
Employee Health Board	As Needed	Galindo
Airport Authority	3rd Thur, 3:30 pm	Elder/Finn
Visit Greeley	3rd Tues, 7:30 am	Finn
Upstate Colorado Economic Development	Last Wed, 7:00 am	Norton/Finn
Greeley Chamber of Commerce	4th Mon, 11:30 am	Gates
Island Grove Advisory Board	1st Thur, 3:30 pm	Gates
Weld Project Connect Committee (United Way)	As Needed	Gates
Downtown Development Authority	3rd Thur, 7:30 am	Elder/Casseday
Transportation/Air Quality MPO	1st Thur, 6:00 pm	Norton/Casseday, Alternate
Poudre River Trail	1st Thur, 7:00 am	Finn
Highway 85 Coalition	As Needed	Sleight
Highway 34 Coalition	As Needed	Sleight
CML Policy Committee (Council or Staff)	As Needed	Norton/Sleight, Alternate
CML Executive Board opportunity		Casseday
CML - Other opportunities	As Available/Desired	All

Council Agenda Summary

November 15, 2016
Agenda Item Number 8

Title
Petitions from Mayor and Councilmembers

Summary
During this portion of the meeting any Councilmember may bring before the Council any business that the member feels should be deliberated upon by the Council. These matters need not be specifically listed on the Agenda, but formal action on such matters shall be deferred until a subsequent Council meeting.

Petitions will generally fall into three categories:

1) A policy item for Council deliberation and direction for a future Worksession, Committee meeting, or regular/special Council meeting;

2) A request to the City Manager for information or research;

3) A request involving administrative processes or procedures.

At the close of this portion of the meeting, the Mayor will confirm Council's consensus that the individual requests be pursued.

Attachments
Status Report of Council Petitions and Related Information

Greeley City Council

Status Report of Council Petitions
November 15, 2016

Council Request		Council Meeting, Worksession, or Committee Meeting Date Requested	Status or Disposition (After completion, item is shown one time as completed and then removed.)	Assigned to:
	None pending.			

Consent Agenda

November 15, 2016

The Consent Agenda is a meeting management tool to allow the City Council to handle several routine items with one action.

Once the Clerk has read each Consent Agenda item into the record, along with Council's recommended action, Council or staff may request the item be "pulled" off the Consent Agenda and considered separately under the next agenda item in the order they were listed.

The Consent Agenda includes Items No. 9 through 16 and their recommended actions.

Council's Recommended Action
To approve Items No. _____ through _____ or
To approve Items No. _____ through _____ with the exceptions of No.(s) _____

Council Agenda Summary

November 15, 2016
Agenda Item Number 9
Key Staff Contact: Betsy Holder, City Clerk, 350-9742

Title
Approval of the City Council Proceedings of November 1, 2016

Summary
A meeting of the City Council was held on November 1, 2016, in the School District Six Board of Education Meeting Room 1025 9th Avenue, Greeley, Colorado.

Decision Options
1) To approve the proceedings as presented; *or*
2) Amend the proceedings if amendments or corrections are needed, and approve as amended.

Council's Recommended Action
A motion to approve the City Council proceedings as presented.

Attachments
November 1, 2016 Proceedings

City of Greeley, Colorado
CITY COUNCIL PROCEEDINGS
November 1, 2016

1. Call to Order

Mayor Tom Norton called the meeting to order at 6:30 p.m., in the School District Six Board of Education Meeting Room, 1025 9th Avenue.

2. Pledge of Allegiance

Mayor Norton led the Pledge of Allegiance to the American Flag.

3. Roll Call

Cheryl Aragon, Deputy City Clerk, called the roll. Those present were Mayor Tom Norton and Councilmembers Robb Casseday, Sandi Elder, Rochelle Galindo, John Gates and Randy Sleight. Councilmember Mike Finn was excused.

4. Recognitions and Proclamations

Councilmember Elder presented the What's Great about Greeley Report.

5. Citizen Input

Lyle Smith was present to speak about the cold weather shelter set to open in November at the former American Legion Building. He noted that this has been a collaborative effort between various entities, and will be managed by Catholic Charities. He spoke of the communication efforts to let the neighborhood know what is planned for this site, and a lot of positive feedback has been received. Mr. Smith stated that meals are being sought for guests from anyone wanting to contribute toward that effort.

6. Approval of Agenda

The agenda was approved as presented.

7. Reports from Mayor and Councilmembers

Mayor Norton reported on the ground breaking of Campus Commons at the University of Northern Colorado Campus which was well attended; and on the Imagine Greeley events held that were well attended as well offering insight into the City's future. Councilmember Casseday reported on a recent Downtown Development Authority meeting at which the financial report was reviewed which showed great numbers thanks to a very successful Oktobrewfest, as well as other great projects; made note of some new businesses in the Downtown area including the Escape Room, Downtown Hotel offices, a children's clothing consignment store, the Do Tell event at the Civic Center in November; and mentioned the recent controlled burns in open space lands around the City. He offered kudos to the Greeley Fire Department on a job well done. Councilmember Elder reported on her monthly Greeley/Weld Airport meeting, the completion of the new terminal, an art contest that is coming up soon; and the Rennstall Auto Gallery Grand Opening.

8. Petitions from Mayor and Councilmembers

There were no petitions offered from Councilmembers.

*** * * * Consent Agenda * * * ***

9. Acceptance of the Report of the October 17, 2016 Council/Manager Session

The Council action recommended was to accept the Report.

10. Approval of the City Council Proceedings of October 18, 2016

The Council action recommended was to approve the Proceedings.

11. Acceptance of the Reports of the October 11, 2016 and October 25, 2016 City Council Worksessions

The Council action recommended was to accept the Reports.

12. Consideration of a resolution authorizing the City of Greeley to enter into a statement of grant award agreement between the City of Greeley and the City of Colorado Springs for the Colorado Internet Crimes Against Children Task Force

The Council action recommended was to adopt the resolution. **(Resolution No. 71, 2016)**

13. Consideration of a resolution of the city of Greeley Council authorizing the City to enter into Amendment No. 1 of an intergovernmental agreement with the Colorado Department of Transportation for the 10th Street Access Control and Roadway Improvements Project between 23rd Avenue and 35th Avenue

The Council action recommended was to adopt the resolution. **(Resolution No. 72, 2016)**

14. Introduction and first reading of an ordinance authorizing the transfer of City property in exchange for a water line easement and property access

The Council action recommended was to introduce the ordinance and schedule the public hearing and final reading for November 15, 2016.

*** * * * End of Consent Agenda * * * ***

Councilmember Gates moved, seconded by Councilmember Elder to approve the items on the Consent Agenda and their recommended actions. The motion carried: 6-0 (Finn excused)

15. Pulled Consent Agenda Items

There were no items pulled from the Consent Agenda.

16. Consideration of a resolution Adopting a fund balance and working capital balance policy by the City Council for the General, Sewer, Water, and Storm Water Funds of the City of Greeley, Colorado

Victoria Runkle, Assistant City Manager, reported that from time to time the City needs to review its various policies as they relate to reserves. The City of Greeley had extraordinary growth between the years 2013 – 2015, and because of that, the City was able to appropriate end-of-the year monies to one-time capital needs.

She went on to state that as the 2017-2018 Proposed Budget was under development, it was discovered the current Reserve Policy for the General Fund, did not make the distinction between extraordinary one-time expenditures and continual expenditures. If the current Reserve Policy is followed, an additional $1,300,000 would have to be placed in reserves.

Ms. Runkle advised that the amounts to be reserved for the General Fund, Sewer, Water, and Stormwater Funds have not changed as to the goal established in 2010. The proposed Resolution and procedures better define what will be included and excluded in the calculation of the reserve policies. The proposal also provides for defined monitoring and reporting.

Councilmember Gates moved, seconded by Councilmember Elder to adopt the resolution. The motion carried: 6-0 (Finn excused) **(Resolution No. 73, 2016)**

17. Public Hearing and final reading of an Ordinance adopting the Budget for 2017

Ms. Runkle reported that this ordinance authorizes the appropriations for the fiscal year 2017, January 1, 2017 through December 31, 2017. A public hearing was held prior to introduction of the ordinance.

Ms. Runkle reviewed the total budget and then proceeded to review the various revenue sources and expenditures by fund. She noted that Departments were asked to cut 5 percent in developing this budget.

Mayor Norton opened the public hearing at 7:10 p.m., and no comments were offered.

Councilmember Elder moved, seconded by Councilmember Galindo to adopt the ordinance and publish it by reference to title only. The motion carried: 6-0 (Finn excused) **(Ordinance No. 26, 2016)**

18. Consideration of a resolution adopting Stormwater Utility Fees for 2017

Joel Hemesath, Public Works Director, reported that the Stormwater Financial Rate Model indicates a need to increase stormwater utility fees 8.5% in 2017 in order to adequately fund the utility's three main programs, Capital Improvement, (new or enlargement projects), Capital Replacement (maintenance), and Pollution Discharge Elimination and NPDES Permit Oversight. He stated that as part of these programs, the city maintains 876,480 feet of stormwater pipe, maintains 80 detention ponds, annually collects and disposes of 3,265 cubic yards of street sweeping material, maintains the #3 ditch from 1st Avenue to 35th Avenue and oversees NPDES permitting. The NPDES permit includes Public education and outreach, public participation or involvement, illicit discharge detection and elimination, monitoring of construction site runoff, post-construction runoff control, and pollution prevention/good housekeeping.

Mr. Hemesath then went on to review capital construction noting that the 8.5% increase will generate approximately $411,000 in additional funding. For 2017, there is approximately $5,800,000 budgeted for Capital Improvement Projects (CIP). In terms of Capital Replacement, he reported that in 2010 staff work began rating the stormwater system in order to create a more proactive list of maintenance needs for the underground pipe system. For 2017 there is approximately $985,000 budged for storm line capital replacement to repair or replace storm drainage facilities identified through the inspection program.

In response to a question from Councilmember Elder about commercial developer fee increase notification, Mr. Hemesath stated that there are about 30,000 accounts, and they have not had any formal notification. He did note thought that a 7 percent per year increase is typical.

Councilmember Casseday moved, seconded by Sleight to adopt the resolution. The motion carried: 6-0 (Finn excused) **(Resolution No. 74, 2016)**

19. Public hearing and final reading of an ordinance adopting the General Employee Pay Plan for 2017

Sharon McCabe, Human Resources Director, reported that this ordinance authorizes the pay plan for general employees for the fiscal year 2017 (January 1, 2017 through December 31, 2017), and noted that the adjustments to the pay ranges for the 2017 pay plan vary based on salary survey data by job family.

She noted that the 2017 pay plan includes changes in position classifications that were added, eliminated or reclassified during calendar year 2016 and that the pay minimum level for seasonal and hourly positions has been increased to the projected minimum wage of $8.56 (3%) per hour. Additionally, she stated that if the proposed minimum wage is changed following the hearing and comment period or the 2016 November ballot initiative (Amendment 70) passes, the City of Greeley will modify the minimum pay level for seasonal and hourly positions to not exceed the greater of the 2017 rate posted in the pay plan, the Colorado or the Federal minimum wage. This ordinance was introduced at the October 18, 2016 Council meeting.

Ms. McCabe went on to answer general questions about the ballot initiative and stated that if it passes, it will not impact the budget for 2017, although Departments would have to hire fewer seasonal positions and pay them at a higher rate. She also stated that the budget would have to be adjusted to address impacts to services should that become an issue.

Roy Otto, City Manager, advised that most seasonal positions will be hired in May, and staff could come back to Council after that time if an adjustment is needed.

Mayor Norton opened the public hearing at 7:25 p.m., and no comments were offered.

Councilmember Sleight moved, seconded by Councilmember Galindo to adopt the ordinance and publish it by reference to title only. The motion carried: 6-0 (Finn excused) **(Ordinance No. 27, 2016)**

20. Public hearing and final reading of an Ordinance annexing to the City of Greeley, Colorado, certain unincorporated territory located in Weld County, Colorado, known as the Farmer's Spur No. 1 Annexation, located south of County Road 64 and west of County Road 31

Brad Mueller, Community Development Director, noted that he would provide a presentation on both Item Nos. 20 and 21 at the same time but would ask for separate motions for each item.

He went on to report that the applicant is seeking to annex 0.028 acres of a parcel that, when combined with land that is the subject of the Farmer's Spur Annexation No. 2, would allow for the subsequent platting of the larger 24.4-acre parcel to which it is associated. This "spur" portion of the lot is being sought to formalize an historic condition that allowed the owner use of a railroad spur through adjacent properties to the north, and connecting with the existing Great Western Railroad rail line.

He stated that in conjunction with the annexation, the property owner is seeking to establish I-M (Industrial Medium Intensity) uses, reflecting uses similar to those historically on surrounding properties.

Mr. Mueller stated that Colorado Revised Statutes §31-12-104 and §31-12-105 establish the legal requirements for annexation. On September 20, 2016, City Council found the annexation petition in substantial compliance and established the hearing and reminded the City Council that they approved this on first reading on October 18, 2016, while the Planning Commission considered this matter on October 11, 2016, and unanimously recommended approval.

Mayor Norton opened the public hearing at 7:30 p.m., and no comments were offered.

Councilmember Elder moved, seconded by Councilmember Galindo to direct the City Attorney to prepare a resolution setting forth the Council's findings and conclusions that: 1) the applicable parts of the Colorado Revised Statutes, Sections 31-12-104 and 31-12-105 are met; 2) an election is not required; and 3) there are no additional terms and conditions imposed. The motion carried: 6-0 (Finn excused) **(Resolution No. 75, 2016)**

Councilmember Elder moved, seconded by Councilmember Galindo to adopt the findings of the Planning Commission that, based upon the application received and associated analysis, the proposed annexation meets the approval criteria found in Section 18.26.050(a)(1 through 5) that: 1) the annexation is in conformance with the City's Comprehensive Plan Policies; 2) the annexation promotes geographic balance of the City's land use pattern; 3) adequate services are, or will be, available to support anticipated development; 4) the annexation provides a continual and rational boundary; and 5) the annexation is needed to accommodate future land use requirements; and, therefore, adopt the ordinance and publish with reference to title only. The motion carried: 6-0 Finn excused) **(Ordinance No. 28, 2016)**

21. Public hearing and final reading of an Ordinance annexing to the City of Greeley, Colorado, certain unincorporated territory located in Weld County, Colorado, known as the Farmer's Spur No. 2 Annexation, located south of County Road 64 and west of County Road 31

Mr. Mueller provided the background on this item was given under Item No. 20 above.

Mayor Norton opened the public hearing at 7:33 p.m., and no comments were offered.

Councilmember Casseday moved, seconded by Councilmember Galindo to direct the City Attorney to prepare a resolution setting forth the Council's findings and conclusions that: 1) the applicable parts of the Colorado Revised Statutes, Sections 31-12-104 and 31-12-105 are met; 2) an election is not required; and 3) there are no additional terms and conditions imposed. The motion carried: 6-0 (Finn excused) **(Resolution No. 76, 2016)**

Councilmember Casseday moved, seconded by Councilmember Gates to adopt the findings of the Planning Commission that, based upon the application received and associated analysis, the proposed annexation meets the approval criteria found in Section 18.26.050(a)(1 through 5) that: 1) the annexation is in conformance with the City's Comprehensive Plan Policies; 2) the annexation promotes geographic balance of the City's land use pattern; 3) adequate services are, or will be, available to support anticipated development; 4) the annexation provides a continual and rational boundary; and 5) the annexation is needed to accommodate future land use requirements; and, therefore, adopt the ordinance and publish with reference to title only. The motion carried: 6-0 (Finn excused) **(Ordinance No. 29, 2016)**

22. Public hearing to consider establishment of I-M (Industrial Medium Intensity) zoning for property recently annexed and known as the Farmer's Spur Annexation No. 1 and Farmer's Spur Annexation No. 2 on approximately 0.088 acres for property located south of County Road 64 and east of County Road 31

Mr. Mueller provided the background on this item under Item No. 20 above.

Mayor Norton opened the public hearing at 7:36 p.m., and no comments were offered.

Councilmember Galindo moved, seconded by Councilmember Sleight to find that, A) based on the project summary and accompanying analysis, the proposed establishment of zoning to I-M (Industrial Medium Intensity) zone district meets Development Code Section 18.26.070; and, therefore approve the establishment of zoning. The motion carried: 6-0 (Finn excused)

Councilmember Galindo moved, seconded by Councilmember Gates to adopt the map change ordinance and publish with reference to title only. The motion carried: 6-0 (Finn excused) **(Ordinance No. 30, 2016)**

23. Public hearing to consider a change of zone from R-L (Residential Low Density) zoning to C-L (Commercial Low Intensity) zoning for approximately 4.64 acres of property located north of and adjacent to 20th Street, just west of 65th Avenue (aka Lot 7, Block 1, University Acres), and a public hearing and final reading of an Ordinance changing the official zoning map to reflect the same

Mr. Mueller reported that the Greeley Mennonite Church is requesting a rezone from the R-L (Residential Low Density) zone district to the C-L (Commercial Low Intensity) zone district for approximately 4.64 acres of land. The intended use is for a funeral home use, though if approved, all uses allowed in the C-L zone district would be permitted. The C-L zone district is less intense than the C-H (Commercial High Intensity) zone district.

He stated that the land is north of and adjacent to 20th Street, with retail to the east, residential to the north, and a large-lot residential use to the west and went on to provide a brief history of past decisions relative to rezoning this site. He also provided a pictorial of the site in question.

Mr. Mueller advised that the Planning Commission considered this request on October 11, 2016, at a regularly-scheduled public hearing, and is unanimously recommending approval of the application to City Council and proceeded to review the approval criteria to consider with this type of request.

Mr. Mueller reminded the Council that if the rezoning is approved, this item includes a request to change the official zoning map to reflect the established zone district, and City Council approved this element on first reading on October 18, 2016.

Councilmember Sleight inquired about the primary entrance off of 20th Street and whether or not it is blocked off and if other access points are adequate. Chief Dale Lyman noted that this would be considered at the time a permit is filed.

Councilmember Casseday asked about connections with other residential streets to the north, and Mr. Mueller stated that this would need to be looked at in great detail as well. He noted that there is a potential for limited residential but staff would definitely look at that.

The applicant, Robert Malloy, landscape architect, stated that Allnutt is under contract on this property and will move forward with a rezone for a funeral home.

Mayor Norton opened the public hearing at 7:56 p.m.

Theresa Russell, Greeley resident, who resides across the street from this property, was present and stated that there is already a severe traffic problem in this area. She stated that it is difficult to get out of her residence because of the congestion and expressed that this will only increase with a funeral procession at the same time the school is letting out.

Councilmember Galindo inquired about a right turn only at the proposed site onto 20th Street, and Mr. Mueller confirmed that. Councilmember Galindo expressed agreement that there is a lot of traffic congestion already in this area.

Rick Allnutt, Allnutt Funeral Service, was present and addressed the traffic during funeral processions concern. He stated that in all cases a security firm provides traffic escort with safety for the public and traffic top of mind. He added that he does not feel that there will be a problem with traffic entering or exiting this area and noted that the Funeral home always controls the time frames of services and times of day they are conducted with traffic and safety being a strong consideration.

Mayor Norton stated that this plan is conceptual at this point and agreed that there is some work to do. He asked that staff keep all concerns expressed in mind in order to work it all out.

Mr. Mueller reminded Council that the University High School additional development will trigger the opening of 16th Street to 71st Avenue which might address some of the issues raised here.

There being no additional public comment offered, the Public Hearing was closed at 8:06 p.m.

Councilmember Sleight moved, seconded by Councilmember Casseday to find that, based on the project summary and accompanying analysis, the proposed rezoning from R-L (Residential Low Density) zone district to C-L (Commercial Low Intensity) zone district meets Development Code Section 18.30.050(c)(3) a, b, e, f, and g; and, therefore, approve the rezone. The motion carried: 6-0 (Finn excused)

Councilmember Sleight moved, seconded by Councilmember Casseday to adopt the map change ordinance and publish with reference to title only. The motion carried: 6-0 (Finn excused) **(Ordinance No. 31, 2016)**

24. Scheduling of Meetings, Other Events

There were no additional meetings or events scheduled.

25. Consideration of a motion authorizing the City Attorney to prepare any required resolutions, agreements, and ordinances to reflect action taken by the City Council at this meeting and at any previous meetings, and authorizing the Mayor and City Clerk to sign all such resolutions, agreements, and ordinances

Councilmember Galindo moved, seconded by Councilmember Elder to approve the above authorizations, and the motion carried: 6-0 (Finn excused)

26. Adjournment

There being no further business to come before the Council, Mayor Tom Norton adjourned the meeting at 8:13 p.m.

Tom Norton, Mayor

Cheryl Aragon, Deputy City Clerk

Council Agenda Summary

November 15, 2016
Agenda Item Number 10
Key Staff Contact: Betsy Holder, City Clerk, 350-9742

Title
Acceptance of the Report of the November 8, 2016 City Council Worksession

Summary
A City Council Worksession was held on November 8, 2016 in the School District Six Board of Education Meeting Room, 1025 9th Avenue, Greeley, Colorado.

Decision Options
1) To accept the Report as presented; *or*
2) Amend the Report if amendments or corrections are needed, and accept as amended.

Council's Recommended Action
A motion to accept the Report as presented.

Attachments
November 8, 2016 Report

City of Greeley, Colorado
COUNCIL WORKSESSION REPORT
November 8, 2016

The meeting was called to order at 5:00 p.m. by Mayor Tom Norton, in the School District Six Board of Education Meeting Room, 1025 9th Avenue.

Those present were Mayor Tom Norton and Councilmembers Robb Casseday, Sandi Elder, Michael Finn, John Gates and Randy Sleight. Councilmember Rochelle Galindo was excused.

Mayor Norton led the Pledge of Allegiance to the American Flag.

1. LONG-TERM CAPITAL PLANNING

Victoria Runkle, Assistant City Manager, spoke of the two major elements to capital infrastructure needs, primary available resources, capital construction, and she noted that the City has many planning efforts occurring at the same time that are required to be systematic and transformational. She also reported that the Finance Department started a capital planning process several months ago.

Mayor Norton expressed that the planning process and project list need to include a Return on Investment (ROI) to our citizens and that a priority list needs to be developed based on that in addition to Council's goals and objectives. Ms. Runkle reported that the current list consists of projects that were not included in the Capital Improvement Plan but will be included next year. Roy Otto, City Manager, reported that Council will be provided with a matrix of the projects to determine priority.

Ms. Runkle stated that she would like to form a citizen's committee that would include 30 people from the community that would look at all of the capital needs over many months to analyze various City plans, understand the long-term operating budget, create a long term capital plan for the community, and make recommendations to Council on long term capital needs and revenue sources to meet them. She stated that the outcomes of the recommended capital planning process would be a dialogue with the public on revenues, expenditures, service levels, what happens to the taxes that citizens pay and more citizen involvement to continue to make Greeley a great community.

Councilmember Elder expressed the need for a widely representative demographic to make up the Citizen's Committee.

Ms. Runkle reported that the Council Priorities will be incorporated into the list and that will be brought to Council at a future Worksession.

2. BUSINESS LICENSE REVISIONS

Lezlie Philp, Deputy Finance Director, reviewed the proposed business license revisions including goals and recommendations.

Stacey Aurzada, Deputy City Attorney, reviewed the license types that are recommended for removal including licenses that are regulated through state licensing procedures, licenses that are regulated in other sections of the Greeley Municipal Code, and additional recommendations for licenses that need to be changed, removed, or moved to another section of the Municipal Code.

Ms. Philp spoke of the process for obtaining a new business license, business specific licenses for

pawnbrokers, private security services, tree trimming, and public right-of-way contractors. She reported that there will be a new outdoor vendor license and highlighted other notable changes.

Councilmember Finn requested an analysis of the financial impact on business owners that the suggested business license revisions would have. Ms. Philp reported that there are currently several license types and with the revisions businesses will now have a license under a different license type and that the changes will make licensing easier for them.

Brad Mueller, Community Development Director, reported that the current licensing structure does not accommodate for food trucks well and that there was an administrative decision to batch fees for food trucks in an effort to avoid charging vendors several times for different locations.

Ms. Philp reviewed the next steps including several ordinances that are scheduled for introduction and first reading at the December 6th Council meeting and public hearing and final reading of these ordinances on December 20th. She reported that the first six months of 2017 will be spent notifying businesses of the licensing changes.

Mayor Norton requested that staff provide a plan and timeline for implementation of the revisions.

3. 8TH STREET CORRIDOR PLAN

Mr. Mueller spoke of the East 8th Street Corridor Plan including the strengths, weaknesses, opportunities, and threats (SWOT) analysis, illustrative plan, current floodplains and topography, the need for adequate public facilities for commercial and industrial uses, major power transmission lines, poor access controls, heavy truck traffic, and future plans which includes six goals. Mr. Mueller reported that the corridor plan is a foundation going forward.

Councilmember Sleight inquired about businesses along the East 8th Street Corridor and if they have been surveyed on how to improve the area and make it more attractive. Mr. Mueller reported that there were open houses in which some land owners attended and there was good participation, feedback, and a variety of ideas from them that made their way into the plan.

Councilmember Gates expressed that he was conflicted with the plan as there are already significant traffic safety issues and yet that there are plans for future bike lanes. He also spoke of his concerns regarding landscaping requirements for an area like this. Mr. Mueller reported that there are businesses on the East 8th Street Corridor that have employees who bike to work and that there are safety concerns in that regard.

Councilmember Elder inquired as to whether or not the plan had been discussed with the Greeley-Weld County Airport Manager, and Mr. Mueller reported that he was in attendance at the open house. John Barnett, Planner III, reported that the East 8th Street Corridor Plan was discussed as the Airport Master Plan was being reviewed and noted that the plan will not have a large impact on the Airport.

Councilmember Finn expressed that he feels that large developers have a negative impression of Greeley and that he would like to work on finding someone to work with them to have a dialogue with the larger developers to determine their needs so that they can do business in Greeley. Mr. Mueller stated that customer service is his highest priority

Councilmember Sleight expressed his reservations about the plan noting the need for a wider road that can accommodate heavier traffic loads. Mr. Mueller stated that the plan works to ensure that adequate public services are met including water, sewer, and stormwater, roads, police and fire service and that this is a standard level of service that is defined in the Municipal Code.

Councilmember Casseday stated that he is also having difficulty with the plan presented as it does reference the Airport Master Plan which is a major part of the whole corridor study and that he feels like many of the questions that Council has could be answered by the Airport Master Plan.

Mayor Norton expressed that he would like to see additional work done on the East 8th Street Corridor plan that includes addressing the need to get the State Highway road fixed before it is taken over by the City, the floodplain, determining what areas have and have not been annexed into the City of Greeley, and the need for additional input from the industrial community.

Councilmember Elder inquired about whether or not staff has discussed this plan with Weld County as they are talking about taking over roads completely, and Mr. Mueller reported that staff has been in communication with them in this regard.

Councilmember Sleight stated that the site is the starting development of a business park, and he would like the plan to look at what types of business would come to that area and what services they would need to supply.

Mr. Mueller reported that the Council's comments will be incorporated into the plan and that it will be brought before them at a Breakfast Meeting to give Council an idea of where staff is heading.

4. SCHEDULING OF MEETINGS, AND OTHER EVENTS

Mr. Otto made mention of an invitation for Council to attend Rotary Club in which Senator Cory Gardener will be present and of the election watch party being held at Island Grove Park.

There being no further business to come before the Council, Mayor Norton adjourned the meeting at 6:47 p.m.

_____

Jessica Diagana, Assistant City Clerk

Council Agenda Summary

November 15, 2016
Agenda Item Number 11
Key Staff Contact: Jerry Garner, Chief of Police, 350-9665

Title
Consideration of a resolution authorizing the City of Greeley to enter into a grant agreement between the City of Greeley and the State of Colorado, Division of Criminal Justice, regarding receipt and expenditure of grant funding provided by the Victims of Crime Assistance Program.

Summary
The Grant Agreement is between the Colorado Division of Criminal Justice and the City of Greeley for the receipt and expenditure of grant funds to be used for personnel costs to staff the Greeley Police Department Victim Assistance Program, an emergency financial assistance fund for victims, and monthly maintenance fees for victim tracking database.

Fiscal Impact

Does this item create a fiscal impact on the City of Greeley?	Yes
If yes, what is the initial or onetime impact?	$86,388
What is the annual impact?	
What fund of the City will provide funding?	General Fund
What is the source of revenue within the fund?	Grant
Is there grant funding for this item?	Yes
If yes, does this grant require a match?	Yes - $21,597
Is this grant onetime or ongoing?	One time
Additional Comments: The in-kind matching funds, in the amount of $21,597, will be satisfied through victim assistance volunteer hours.	

Legal Issues
None

Other Issues and Considerations
None

Applicable Council Goal or Objective
Safety – crime prevention and suppression

Decision Options
1. Adopt the resolution as presented; or
2. Amend the resolution and adopt as amended; or
3. Deny the resolution; or
4. Continue consideration of the resolution to a date certain.

Council's Recommended Action
A motion to adopt the Resolution.

Attachments
Resolution
Grant Award Agreement

THE CITY OF GREELEY, COLORADO

RESOLUTION _____, 2016

A RESOLUTION AUTHORIZING THE CITY OF GREELEY TO ENTER INTO A GRANT AGREEMENT BETWEEN THE CITY OF GREELEY AND THE STATE OF COLORADO, DIVISION OF CRIMINAL JUSTICE, REGARDING RECEIPT AND EXPENDITURE OF GRANT FUNDING PROVIDED BY THE VICTIMS OF CRIME ASSISTANCE PROGRAM.

WHEREAS, the City of Greeley's Police Department ("City") and the State of Colorado, Division of Criminal Justice, desire to enter into a Grantor Agreement regarding receipt and expenditure in the amount of $86,388 in funds from the Victims of Crime Assistance grant program; and

WHEREAS, the grant and matching funds shall be used for personnel costs for staffing the Greeley Police Department Victim Assistance Program, an emergency financial assistance fund for victims, and monthly maintenance fees for victim tracking database; and

WHEREAS, in exchange for receipt of the $86,388 the City will provide in-kind matching funds in the amount of $21,597 through victim assistance volunteer hours; and

WHEREAS, a resolution by the City of Greeley formally accepting the grant award and authorizing the proper signature to be affixed to the award indicating such approval is required for receipt of the grant; and

WHEREAS, the City is authorized under its Charter, Section 3-5, to enter intergovernmental agreements upon Council approval.

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

1. The City Council hereby accepts a grant awarded by the Colorado Department of Public Safety, Division of Criminal Justice, Victims of Crime Assistance attached hereto and incorporated herein as Exhibit "A" and authorizes the required City signatures to accept said grant.

2. This Resolution shall become effective immediately upon its passage.

PASSED AND ADOPTED, SIGNED AND APPROVED THIS _____ day of _____, 2016.

ATTEST: THE CITY OF GREELEY, COLORADO

_____ _____

City Clerk Mayor

Grant #	CMS #	CFDA #	State/Federal Award #
2015-VA-16-013720-19	N/A	16.575	2015-VA-GX-0040

STATE OF COLORADO

Department of Public Safety, Division of Criminal Justice
GRANT AGREEMENT
with
City of Greeley

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1. PARTIES

This Grant Agreement (hereinafter called "Grant") is entered into by and between City of Greeley (hereinafter called "Grantee"), and the STATE OF COLORADO acting by and through the Department of Public Safety, Division of Criminal Justice (hereinafter called the "State or DCJ.").

2. EFFECTIVE DATE AND NOTICE OF NONLIABILITY

This Grant shall not be effective or enforceable until it is approved and signed by the Colorado State Controller or designee (hereinafter called the "Effective Date"). The State shall not be liable to pay or reimburse Grantee for any performance hereunder, including, but not limited to costs or expenses incurred, or be bound by any provision hereof prior to the Effective Date. Provided, however, that authorized Pre-award Costs incurred prior to the Effective Date may be submitted for reimbursement as provided in §7(B)(v) below.

3. RECITALS

A. Authority, Appropriation, and Approval

Authority to enter into this Grant exists in Colorado Revised Statutes 24-33.5-503 and 507. Funds have been budgeted, appropriated and otherwise made available and a sufficient unencumbered balance thereof remains available pursuant to United States Department of Justice, Office of Justice Programs, under federal statutory authority Victims of Crime Act (VOCA) of 1984 as amended, 42 U.S.C. 10601, et seq., Section 1404 of VOCA, Public Law 98-473, as amended, codified at 42 U.S.C. 10603, and under applicable program rules and regulations established by the federal program office as referenced under CFDA number(s) 16.575 to the Colorado Division of Criminal Justice. A sufficient unencumbered balance thereof remains available for payment.
Required approvals, clearance and coordination have been accomplished from and with appropriate agencies.

B. Consideration

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

C. Purpose

The federal Victims of Crime Act (VOCA) Program allows agencies to support activities that provide a broad range of direct services to victims of crime.

D. References

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

4. DEFINITIONS

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

A. Budget

"Budget" means the budget for the Work described in Exhibit B2 – Budget and Budget Narrative.

B. Equipment

"Equipment" means tangible, nonexpendable property with an acquisition cost of $5,000 or more and a useful life of more than one year. Software, regardless of cost, is not considered equipment.

C. Evaluation

"Evaluation" means the process of examining Grantee's Work and rating it based on criteria established in §6 and Exhibit B1 – Statement of Work.

D. Exhibits and other Attachments

The following are attached hereto and incorporated by reference herein: Exhibit A1 (Special Conditions), Exhibit A2 (Grant Requirements), Exhibit A3 (Colorado Supplemental Provisions for FFATA), Exhibit A4 (Additional Federal Requirements), Exhibit B1 (Statement of Work), Exhibit B2 (Budget and Budget Narrative), Exhibit C (Sample Option Letter), Exhibit D (Sample Grant Funding Change Letter), Exhibit E (Sample Contract Amendment).

E. Forms

"Forms" are a type of document with various different blank spaces for answers or information to document or request information and attached as exhibits or provided to the Grantee throughout the term of this grant. Forms will be periodically updated, changed, modified, adjusted, transformed, amended, or altered at the discretion of the State and provided to the Grantee to best meet the needs of the information being collected and recorded.

F. Goods

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

G. Grant

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

H. Grant Funds

"Grant Funds" means available funds payable by the State to Grantee pursuant to this Grant.

I. Grant Management System

"Grants Management System" (GMS) means any online electronic grant system used to solicit, apply, review, manage, and close out a grant. (Use of a GMS is established by the state agency or division managing the grant funds).

J. Party or Parties

"Party" means the State or Grantee and "Parties" means both the State and Grantee.

K. Program

"Program" means the grant program that provides the funding for this Grant.

L. Review

"Review" means examining Grantee's Work to ensure that it is adequate, accurate, correct and in accordance with the criteria established in §6 and Exhibit B1 – Statement of Work and Exhibit B2 – Budget and Budget Narrative.

M. Services

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

N. Subgrantee

"Subgrantee" means third-parties, if any, engaged by Grantee to aid in performance of its obligations.

O. Work

"Work" means the tasks and activities Grantee is required to perform to fulfill its obligations under this Grant and Exhibit B1 – Statement of Work, including the performance of the Services and delivery of the Goods.

P. Work Product

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

5. TERM

A. Initial Term-Work Commencement

Unless otherwise permitted in §2 above, the Parties respective performances under this Grant shall commence on the later of either the Effective Date or January 01, 2017. This Grant shall terminate on December 31, 2017 unless sooner terminated or further extended as specified elsewhere herein.

B. Two Month Extension

The State, at its sole discretion upon written notice to Grantee as provided in §16, may unilaterally extend the term of this Grant for a period not to exceed two months if the Parties are negotiating a replacement Grant (and not merely seeking a term extension) at or near the end of any initial term or any extension thereof. The provisions of this Grant in effect when such notice is given, including, but not limited to prices, rates, and delivery requirements, shall remain in effect during the two month extension. The two-month extension shall immediately terminate when and if a replacement Grant is approved and signed by the Colorado State Controller.

C. State's Option to Extend

The State may require continued performance for a period of 1 year at the same rates and same terms specified in the Grant. If the State exercises this option, it shall provide written notice to Grantee at least 30 days prior to the end of the current Grant term in a form substantially equivalent to Exhibit C – Sample Option Letter. If exercised, the provisions of the Option Letter shall become part of and be incorporated into this Grant. The total duration of this Grant, including the exercise of any options under this clause, shall not exceed 5 years.

6. STATEMENT OF WORK

A. Completion

Grantee shall complete the Work and its other obligations as described herein and in Exhibit B1 – Statement of Work on or before December 31, 2017. The State shall not be liable to compensate Grantee for any Work performed prior to the Effective Date or after the termination of this Grant.

The State may increase or decrease the quantity of goods/services described Exhibits B1 – Statement of Work and B2 - Budget and Budget Narrative based upon the rates established in the Grant. If the State exercises the option, it will provide written notice to Grantee at least 15 days prior to the end of the current grant term in a form substantially equivalent to Exhibit C – Sample Option Letter. Delivery/performance of the goods/service shall continue at the same rates and terms. If exercised, the provisions of the Option Letter shall become part of and be incorporated into the original grant.

B. Goods and Services

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

C. Employees

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

7. PAYMENTS TO GRANTEE

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

A. Maximum Amount

The maximum amount payable under this Grant to Grantee by the State is $86,388, as determined by the State from available funds. Grantee agrees to provide any additional funds required for the successful completion of the Work. Payments to Grantee are limited to the unpaid obligated balance of the Grant as set forth in Exhibit B2 - Budget and Budget Narrative.

B. Payment

i. Advance, Interim and Final Payments

Any advance payment allowed under this Grant or in Exhibit B2 – Budget and Budget Narrative shall comply with State Fiscal Rules and be made in accordance with the provisions of this Grant or such Exhibit. Grantee shall initiate any payment requests by submitting payment requests to the State in the form and manner set forth and approved by the State. If a state agency or division is using a GMS, payment requests shall be submitted electronically by the Grantee and accepted electronically by the State within the system. The Grantee shall maintain all grant related records with original signatures on file within the Grantee's record and in accordance with requirements in §9.

ii. Interest

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

iii. Available Funds-Contingency-Termination

The State is prohibited by law from making fiscal commitments beyond the term of the State's current fiscal year. Therefore, Grantee's compensation is contingent upon the continuing availability of State appropriations as provided in the Colorado Special Provisions, set forth below. If federal funds are used with this Grant in whole or in part, the State's performance hereunder is contingent upon the continuing availability of such funds. Payments pursuant to this Grant shall be made only from available funds encumbered for this Grant and the State's liability for such payments shall be limited to the amount remaining of such encumbered funds. If State or federal funds are not appropriated, or otherwise become unavailable to fund this Grant, the State may immediately terminate this Grant in whole or in part without further liability in accordance with the provisions herein.

iv. Erroneous Payments

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

v. Retroactive Payments

[Does not apply to State Funded Programs] The State shall pay Pre-award Costs only if (1) the Federal Notice of Award allows reimbursement for Pre-award Costs by a Grantee or Subgrantee from Federal Funds or Matching Funds, or (2) the Pre-award Costs have been specifically detailed in Grantee's grant budget, authorized by the State and incorporated in the Budget for the Work described in Exhibit B2 - Budget and Budget Narrative. Any such retroactive payments shall comply with State Fiscal Rules and Grantee and any Subgrantees shall have complied with all federal laws, rules and regulations applicable to the Work before the State shall make such payments. Grantee shall initiate any retroactive payment request by submitting invoices to the State that set out Grantee's compliance with the provisions of this Grant.

C. Use of Funds

Grant Funds shall be used only for eligible costs identified herein and/or in the Budget. Grantee may adjust budgeted expenditure amounts up to 10% within each line item of said Budget without approval of the State. Adjustments in excess of 10% shall be authorized by the State in an amendment to this Grant. The State's total consideration shall not exceed the maximum amount shown herein.

D. Matching Funds

Grantee shall provide matching funds as provided in Exhibit B2 – Budget and Budget Narrative. Grantee shall have raised the full amount of matching funds prior to the Effective Date and shall report to the State regarding the status of such funds upon request.

8. REPORTING - NOTIFICATION

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

A. Performance, Progress, Personnel, and Funds

Grantee shall comply with all reporting requirements, if any, set forth in Exhibits A1- Special Conditions and A2- Grant Requirements.

B. Litigation Reporting

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

C. Performance Outside the State of Colorado and/or the United States

[Not applicable if Grant Funds include any federal funds] Following the Effective Date, Grantee shall provide written notice to the State, in accordance with §16 (Notices and Representatives), within 20 days of the earlier to occur of Grantee's decision to perform, or its execution of an agreement with a Subgrantee to perform, Services outside the State of Colorado and/or the United States. Such notice shall specify the type of Services to be performed outside the State of Colorado and/or the United States and the reason why it is necessary or advantageous to perform such Services at such location or locations. All notices received by the State pursuant to this §8.C shall be posted on the Colorado Department of Personnel & Administration's website. Knowing failure by Grantee to provide notice to the State under this §8.C shall constitute a material breach of this Grant.

D. Noncompliance

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

E. Subgrants

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

9. GRANTEE RECORDS

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

A. Maintenance

Grantee shall make, keep, maintain, and allow inspection and monitoring by the State of a complete file of all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to the Work or the delivery of Services (including, but not limited to the operation of programs) or Goods hereunder. Grantee shall maintain such records (the Record Retention Period) until the last to occur of the following: (i) a period of three (3) years after the final financial report is submitted and approved by DCJ, or (ii) final payment is made hereunder, whichever is later, or (iii) for such further period as may be necessary to resolve any pending matters, or (iv) if an audit is occurring, or Grantee has received notice that an audit is pending, then until such audit has been completed and its findings have been resolved (the "Record Retention Period").

B. Inspection

Grantee shall permit the State, the federal government and any other duly authorized agent of a governmental agency to audit, inspect, examine, excerpt, copy and/or transcribe Grantee's records related to this Grant during the Record Retention Period for a period of three (3) years following final financial report is submitted and approved by DCJ or final payment hereunder, whichever is later, to assure compliance with the terms hereof or to evaluate Grantee's performance hereunder. The State reserves the right to inspect the Work at all reasonable times and places during the term of this Grant, including any extension. If the Work fails to conform to the requirements of this Grant, the State may require Grantee promptly to bring the Work into conformity with Grant requirements, at Grantee's sole expense. If the Work cannot be brought into conformance by re-performance or other corrective measures, the State may require Grantee to take necessary action to ensure that future performance conforms to Grant requirements and exercise the remedies available under this Grant, at law or inequity in lieu of or in conjunction with such corrective measures.

C. Monitoring

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

D. Final Audit Report

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

10. CONFIDENTIAL INFORMATION-STATE RECORDS

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

A. Confidentiality

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

B. Notification

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

C. Use, Security, and Retention

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

D. Disclosure-Liability

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

11. CONFLICTS OF INTEREST

Grantee shall not engage in any business or personal activities or practices or maintain any relationships which conflict in any way with the full performance of Grantee's obligations hereunder. Grantee acknowledges that with respect to this Grant, even the appearance of a conflict of interest is harmful to the State's interests. Absent the State's prior written approval, Grantee shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Grantee's obligations to the State hereunder. If a conflict or appearance exists, or if Grantee is uncertain whether a conflict or the appearance of a conflict of interest exists, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Failure to promptly submit a disclosure statement or to follow the State's direction in regard to the apparent conflict constitutes a breach of this Grant.

12. REPRESENTATIONS AND WARRANTIES

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

A. Standard and Manner of Performance

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

B. Legal Authority – Grantee and Grantee's Signatory

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

C. Licenses, Permits, Etc.

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

13. INSURANCE

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

A. Grantee

i. Public Entities

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

ii. Non-Public Entities

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

B. Grantee and Subgrantees

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

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

ii. General Liability
Commercial General Liability Insurance written on ISO occurrence form CG 00 01 10/93 or equivalent, covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows: (a) $1,000,000 each occurrence; (b) $1,000,000 general aggregate; (c) $1,000,000 products and completed operations aggregate; and (d) $50,000 any one fire. If any aggregate limit is reduced below $1,000,000 because of claims made or paid, Subgrantee shall immediately obtain additional insurance to restore the full aggregate limit and furnish to Grantee a certificate or other document satisfactory to Grantee showing compliance with this provision.

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

iv. Additional Insured
The State of Colorado shall be named as additional insured on the Commercial General Liability Insurance policies (leases and construction Grants require additional insured coverage for completed operations on endorsements CG 2010 11/85, CG 2037, or equivalent).

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

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

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

C. Certificates

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

14. BREACH

A. Defined

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

B. Notice and Cure Period

In the event of a breach, notice of such shall be given in writing by the aggrieved Party to the other Party in the manner provided in §16. If such breach is not cured within 30 days of receipt of written notice, or if a cure cannot be completed within 30 days, or if cure of the breach has not begun within 30 days and pursued with due diligence, the State may exercise any of the remedies set forth in §15. Notwithstanding anything to the contrary herein, the State, in its sole discretion, need not provide advance notice or a cure period and may immediately terminate this Grant in whole or in part if reasonably necessary to preserve public safety or to prevent immediate public crisis.

15. REMEDIES

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

A. Termination for Cause and/or Breach

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

i. Obligations and Rights

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

ii. Payments

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

iii. Damages and Withholding

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

B. Early Termination in the Public Interest

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

i. Method and Content

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

ii. Obligations and Rights

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

iii. Payments

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

C. Remedies Not Involving Termination

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

i. Suspend Performance

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

ii. Withhold Payment

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

iii. Deny Payment

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

iv. Removal

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

v. Intellectual Property

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

16. NOTICES and REPRESENTATIVES

Each individual identified below is the principal representative of the designating Party. All notices required to be given hereunder shall be hand delivered with receipt required or sent by certified or registered mail to such Party's principal representative at the address set forth below. In addition to, but not in lieu of a hard-copy notice, notice also may be sent by e-mail to the e-mail addresses, if any, set forth below. Either Party may from time to time designate by written notice substitute addresses or persons to whom such notices shall be sent. Unless otherwise provided herein, all notices shall be effective upon receipt.

A. State:

Jeanne M. Smith, Director
Division of Criminal Justice
Colorado Department of Public Safety
700 Kipling Street
Lakewood, Colorado 80215-5897
jeanne.smith@state.co.us
(303) 239-4451

B. Grantee:

Roy Otto, City Manager
City of Greeley
1000 10th St
Greeley, CO 80631-3808
roy.otto@greeleygov.com
970-350-9750

17. RIGHTS IN DATA, DOCUMENTS, AND COMPUTER SOFTWARE

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

18. GOVERNMENTAL IMMUNITY

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

19. STATEWIDE CONTRACT MANAGEMENT SYSTEM

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

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

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

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

20. GENERAL PROVISIONS

A. Assignment and Subgrants

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

B. Binding Effect

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

C. Captions

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

D. Counterparts

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

E. Entire Understanding

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

F. Indemnification-General

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

G. Jurisdiction and Venue

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

H. Modification

i. By the Parties

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

ii. By Operation of Law

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

I. Order of Precedence

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

i. Exhibit A3- Colorado Supplemental Provision for FFATA;
ii. Colorado State Special Provisions;
iii. The provisions of the main body of this Grant;
iv. Exhibit A4- Additional Federal Requirements;
v. Exhibit A2- Grant Requirements;
vi. Exhibit A1 – Special Conditions;
vii. Any executed Option Letter; and/or any Grant Funding Change Letter; and/or any executed Contract Amendment in which the most recent dated document takes precedence over the prior documents;
viii. Exhibits B1- Statement of Work and B2- Budget and Budget Narrative.

J. Severability

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

K. Survival of Certain Grant Terms

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

L. Taxes

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

M. Third Party Beneficiaries

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

N. Waiver

Waiver of any breach of a term, provision, or requirement of this Grant, or any right or remedy hereunder, whether explicitly or by lack of enforcement, shall not be construed or deemed as a waiver of any subsequent breach of such term, provision or requirement, or of any other term, provision, or requirement.

O. CORA Disclosure

To the extent not prohibited by federal law, this Grant and the performance measures and standards under CRS §24-103.5-101, if any, are subject to public release through the Colorado Open Records Act, CRS §24-72-101, et seq.

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21. COLORADO SPECIAL PROVISIONS

These Special Provisions apply to all Grants except where noted in [brackets].

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

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

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

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

C. GOVERNMENTAL IMMUNITY

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

D. INDEPENDENT CONTRACTOR

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

E. COMPLIANCE WITH LAW

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

F. CHOICE OF LAW

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

G. BINDING ARBITRATION PROHIBITED.

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

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

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

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

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

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

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

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

[Not applicable to agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental agreements, or information technology services or products and services] Grantee certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this Grant and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Grant, through participation in the E-Verify Program or the State program established pursuant to CRS §8-17.5-102(5)(c), Grantee shall not knowingly employ or contract with an illegal alien to perform work under this Grant or enter into a grant with a Subgrantee that fails to certify to Grantee that the Subgrantee shall not knowingly employ or contract with an illegal alien to perform work under this Grant.

Grantee (a) shall not use E-Verify Program or State program procedures to undertake pre-employment screening of job applicants while this Grant is being performed, (b) shall notify the Subgrantee and the granting State agency within three days if Grantee has actual knowledge that a Subgrantee is employing or contracting with an illegal alien for work under this Grant, (c) shall terminate the subgrant if a Subgrantee does not stop employing or contracting with the illegal alien within three days of receiving the notice, and (d) shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to CRS §8-17.5-102(5), by the Colorado Department of Labor and Employment. If Grantee participates in the State program, Grantee shall deliver to the granting State agency, Institution of Higher Education or political subdivision, a written, notarized affirmation, affirming that Grantee has examined the legal work status of such employee, and shall comply with all of the other requirements of the State program. If Grantee fails to comply with any requirement of this provision or CRS §8-17.5-101 et seq., the granting State agency, institution of higher education or political subdivision may terminate this Grant for breach and, if so terminated, Grantee shall be liable for damages.

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

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

22. SIGNATURE PAGE

Routing #:N/A

THE PARTIES HERETO HAVE EXECUTED THIS GRANT

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

GRANTEE

Agency or Organization: City of Greeley
By: Roy Otto, City Manager
Signature: _____ Date: _____

STATE OF COLORADO

John W. Hickenlooper, GOVERNOR
Department of Public Safety, Division of Criminal Justice
Stan Hilkey, Executive Director
Signature: _____ Date: _____
By: Jeanne M. Smith, Director, Division of Criminal Justice
Signatory avers to the State Controller or delegate that Grantee has not begun performance or that a Statutory Violation waiver has been requested under Fiscal Rules

LEGAL REVIEW

Cynthia H. Coffman, Attorney General
By: _____ Date: _____
Signature: Assistant Attorney General

ALL GRANTS REQUIRE APPROVAL BY THE STATE CONTROLLER

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

STATE CONTROLLER

Robert Jaros, CPA, MBA, JD
By: _____ Date: _____
Department of Public Safety, George Kelley, Procurement Director

EXHIBIT A1 – SPECIAL CONDITIONS

1. FUTURE FUNDING
The capacity for VOCA, S.T.O.P. VAWA, and/or Sexual Assault Services Program (SASP) formula grant funds to provide future continuation dollars for projects is undetermined at this time. Grantee Agencies are advised to seek other funding sources, especially for personnel dollars.

2. Grantee Agency shall notify the Office for Victims Programs (OVP) if the agency has obtained funding for a specific (OVP) funded position that totals more than 100% of the cost for that position. The agency must resolve the allocation of funds to the satisfaction of the Division of Criminal Justice.

3. Grantee Agency must notify the Office for Victims Programs (OVP) immediately in writing, via email, regular mail or COGMS, as appropriate, of:
- any OVP grant funded personnel changes;
- any OVP grant funded position that is vacant for 45 days;
- any change of an Official and/or employee who is listed as responsible party on this OVP grant funded project.

4. STATE CONFIDENTIALITY OF VICTIMS INFORMATION
The Grantee Agency certifies that the signing authorities, all staff and volunteers assigned to the project have read and understand, state laws and applicable rules of professional conduct related to issues of confidentiality and privilege, particularly with respect to releasing identifying information about victims of crime, include, but not limited to, those found in C.R.S. §13-90-107.

5. COLORADO VICTIM RIGHTS ACT (Applies to Government Agencies only)
The Grantee Agency assures that the application signatories, all staff and all volunteers assigned to the funded project have read and understand the rights afforded to crime victims pursuant to §24-4.1-302.5 C.R.S., and the services delineated pursuant to §24-4.1-303 and 24-4.1-304 C.R.S., commonly known as the Victim Rights Act, and enabling legislation.

GRANTEE ORGANIZATION ELIGIBILITY REQUIREMENTS
The Grantee Organization will comply with the conditions of Victims of Crime Act (VOCA) of 1984, sections 1404(a)(2), and 1404(b)(1) and (2), 42 U.S.C. 10603(a)(2) and (b)(1) and (2) (and the applicable program guidelines and regulations), as required.1404 (b)(1) codified at 42 U.S.C. 10603(b). VOCA establishes eligibility criteria that must be met by all organizations that receive VOCA funds. These funds are to be awarded to grantees only for providing services to victims of crime through their staff. Each grantee organization shall meet the following requirements:

1. PUBLIC OR NONPROFIT ORGANIZATION
To be eligible to receive VOCA funds, organizations must be operated by a public or nonprofit organization, or a combination of such organizations, and provide services to crime victims.

2. RECORD OF EFFECTIVE SERVICES
Demonstrate a record of providing effective services to crime victims. This includes having the support and approval of its services by the community, a history of providing direct services in a cost-effective manner, and financial support from other sources.

3. NEW PROGRAMS
Those programs that have not yet demonstrated a record of providing services may be eligible to receive VOCA funding, if they can demonstrate that 25-50 percent of their financial support comes from non-federal sources. It is important that organizations have a variety of funding sources besides federal funding in order to ensure their financial stability. States are responsible for establishing the base level of non-federal support required within the 25-50 percent range.

4. PROGRAM MATCH REQUIREMENTS
The purpose of matching contributions is to increase the amount of resources available to the projects supported by grant funds. Matching contributions of 20% (cash or in-kind) of the total cost of each VOCA project (VOCA grant plus match) are required for each VOCA-funded project and must be derived from non-federal sources, except as provided in the DOJ Grants Financial Guide, effective edition (Part III. Post Award Requirements, Chapter 3. Matching or Cost Sharing). All funds designated as match are restricted to the same uses as the VOCA victim assistance funds and must be expended within the grant period. Match must be provided on a project-by-project basis. Any deviation from this policy must be approved by OVC.

For the purposes of this program, in-kind match may include donations of expendable equipment, office supplies, workshop or classroom materials, work space, or the monetary value of time contributed by professionals and technical personnel and other skilled and unskilled labor, if the services they provide are an integral and necessary part of a funded project. The value placed on donated services must be consistent with the rate of compensation paid for similar work in the subrecipient's organization. If the required skills are not found in the subrecipient's organization, the rate of compensation must be consistent with the labor market. In either case, fringe benefits may be included in the valuation. The value placed on loaned or donated equipment may not exceed its fair market value. The value of donated space may not exceed the fair rental value of comparable space as established by an independent appraisal of comparable space and facilities in privately owned buildings in the same locality.

a. Record Keeping. VOCA recipients and their subrecipients must maintain records that clearly show the source, the amount, and the period during which the match was allocated. The basis for determining the value of personal services, materials, equipment, and space must be documented. Volunteer services must be documented, and to the extent feasible, supported by the same methods used by the subrecipient for its own paid employees. The state has primary responsibility for subrecipient compliance with the requirements. State grantees are encouraged not to require excessive amounts of match.

b. Exceptions to the 20% match: OVC sets lower match requirements for:
i. Native American Tribes/Organizations Located on Reservations. The match for new or existing VOCA subrecipients that are Native American tribes/organizations located on reservations is 5% (cash or in-kind) of the total VOCA project. For the purpose of this grant, a Native American tribe/organization is defined as any tribe, band, nation, or other organized group or community which is recognized as eligible for the special programs and services provided by the U.S. to Native Americans because of their status as Native Americans. A reservation is defined as a tract of land set aside for use of, and occupancy by, Native Americans.
ii. The U.S. Virgin Islands, and all other territories and possessions of the U.S., except Puerto Rico, are not required to match VOCA funds. See 48 U.S.C. 1469a(d).
iii. OVC may waive the match requirement if extraordinary need is documented by State VOCA administrators.

5. VOLUNTEERS
The Grantee Agency must use volunteers unless the state grantee determines there is a compelling reason to waive this requirement. A "compelling reason" may be a statutory or contractual provision concerning liability or confidentiality of counselor/victim information, which bars using volunteers for certain positions, or the inability to recruit and maintain volunteers after a sustained and aggressive effort.

6. PROMOTE COMMUNITY EFFORTS TO AID CRIME VICTIMS
Promote, within the community, coordinated public and private efforts to aid crime victims. Coordination may include, but is not limited to, serving on state, federal, local, or Native American task forces, commissions, working groups, coalitions, and/or multi-disciplinary teams. Coordination efforts also include developing written agreements that contribute to better and more comprehensive services to crime victims. Coordination efforts qualify an organization to receive VOCA victim assistance funds, but are not activities that can be supported with VOCA funds.

7. HELP VICTIMS APPLY FOR COMPENSATION BENEFITS
Such assistance may include identifying and notifying crime victims of the availability of compensation, assisting them with application forms and procedures, obtaining necessary documentation, and/or checking on claim status.

8. COMPLY WITH FEDERAL RULES REGULATING GRANTS
The Grantee Agency must comply with the applicable provisions of VOCA, the Program Guidelines, and the requirements of the DOJ Grants Financial Guide, effective edition, which includes maintaining appropriate programmatic and financial records that fully disclose the amount and disposition of VOCA funds received. This includes: financial documentation for disbursements; daily time and attendance records specifying time devoted to allowable VOCA victim services; client files; the portion of the project supplied by other sources of revenue; job descriptions; contracts for services; and other records which facilitate an effective audit.

9. MAINTAIN CIVIL RIGHTS INFORMATION
Maintain statutorily required civil rights statistics on victims served by race, national origin, sex, age, and disability, within the timetable established by the state grantee; and permit reasonable access to its books, documents, papers, and records to determine whether the subrecipient is complying with applicable civil rights laws. This requirement is waived when providing a service, such as telephone counseling, where soliciting the information may be inappropriate or offensive to the crime victim.

10. COMPLY WITH STATE CRITERIA
The Grantee Agency must abide by any additional eligibility or service criteria as established by the state grantee including submitting statistical and programmatic information on the use and impact of VOCA funds, as requested by the State grantee.

11. SERVICES TO VICTIMS OF FEDERAL CRIMES
The Grantee Agency must provide services to victims of federal crimes on the same basis as victims of state/local crimes.

12. NO CHARGE TO VICTIMS FOR VOCA-FUNDED SERVICES
The Grantee Agency must provide services to crime victims, at no charge, through the VOCA-funded project. Any deviation from this provision requires prior approval by the state grantee. Prior to authorizing subrecipients to generate income, OVC strongly encourages administrators to carefully weigh the following considerations regarding federal funds generating income for subrecipient organizations.

a. The purpose of the VOCA victim assistance grant program is to provide services to all crime victims regardless of their ability to pay for services rendered or availability of insurance or other third-party payment resources. Crime victims suffer tremendous emotional, physical, and financial losses. It was never the intent of VOCA to exacerbate the impact of the crime by asking the victim to pay for services.

b. State grantees must ensure that they and their subrecipients have the capability to track program income in accordance with federal financial accounting requirements. All VOCA-funded program and match income, no matter how large or small, is restricted to the same uses as the VOCA grant.
Program income can be problematic because of the required tracking systems needed to monitor VOCA-funded income and ensure that it is used only to make additional services available to crime victims. For example: VOCA often funds only a portion of a counselor's time. Accounting for VOCA program income generated by this counselor is complicated, involving careful record keeping by the counselor, the subrecipient (Grantee Agency) program, and the state.

13. CLIENT – COUNSELOR CONFIDENTIALITY
Maintain confidentiality of client-counselor information, as required by state and federal law.

14. CONFIDENTIALITY OF RESEARCH INFORMATION
Except as otherwise provided by federal law, no recipient of monies under VOCA shall use or reveal any research or statistical information furnished under this program by any person and identifiable to any specific private person for any purpose other than the purpose for which such information was obtained in accordance with VOCA. Such information, and any copy of such information, shall be immune from legal process and shall not, without the consent of the person furnishing such information, be admitted as evidence or used for any purpose in any action, suit, or other judicial, legislative, or administrative proceeding. See Section 1407(d) of VOCA codified at 42 U.S.C. 10604.

These provisions are intended, among other things, to ensure the confidentiality of information provided by crime victims to counselors working for victim services programs receiving VOCA funds. Whatever the scope of application given this provision, it is clear that there is nothing in VOCA or its legislative history to indicate that Congress intended to override or repeal, in effect, a state's existing law governing the disclosure of information which is supportive of VOCA's fundamental goal of helping crime victims. For example, this provision would not act to override or repeal, in effect, a state's existing law pertaining to the mandatory reporting of suspected child abuse. (See Pennhurst School and Hospital v. Halderman, et al., 451 U.S. 1 (1981).) Furthermore, this confidentiality provision should not be interpreted to thwart the legitimate informational needs of public agencies. For example, this provision does not prohibit a domestic violence shelter from acknowledging, in response to an inquiry by a law enforcement agency conducting a missing person investigation, that the person is safe in the shelter. Similarly, this provision does not prohibit access to a victim service project by a federal or state agency seeking to determine whether federal and state funds are being utilized in accordance with funding agreements.

15. Demographic Data
The grantee will collect and maintain information on race, sex, national origin, age, and disability of victims receiving assistance, where such information is voluntarily furnished by the victim.

16. Discrimination Findings
The grantee assures that in the event that a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the ground of race, religion, national origin, sex, or disability against a recipient of victim assistance formula funds under this award, the recipient will forward a copy of the findings to DCJ and the Office for Civil Rights of OJP.

17. Non-Profits
All non-profit grantees of VOCA Assistance funding under this award are required to make their financial statements available online (either on the grantee's or another publicly available website). OVC will consider grantee organizations that have Federal 501(c)(3) tax status as in compliance with this requirement, with no further action needed, to the extent that such organization files IRS Form 990 or similar tax document (e.g., 990-EZ), as several sources already provide searchable online databases of such financial statements.
All non-profit grantees of VOCA Assistance funding under this award are required to certify their non-profit status. Grantees may certify their non-profit status by submitting a statement to DCJ (to be placed in the grant file) affirmatively asserting that the grantee is a non-profit organization, and indicating that it has on file, and available upon audit, either – 1) a copy of the grantee's 501(c)(3) designation letter; 2) a letter from the grantee's state/territory taxing body or state/territory attorney general stating that the grantee is a non-profit organization operating within the state/territory; or 3) a copy of the grantee's state/territory certificate of incorporation that substantiates its non-profit status. Grantees that are local non-profit affiliates of state/territory or national non-profits should have available proof of (1), (2) or (3), and a statement by the state/territory or national parent organization that the grantee is a local non-profit affiliate.

18. Emergency Financial Assistance for Victims: Payments for financial assistance for victims cannot be made directly to victims, including the use of gift cards, and can only be used for eligible purposes as described in Section(s) 28 CFR Part 94.119 (a), (k), (l).

EXHIBIT A2 - GRANT REQUIREMENTS

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

1. AUDIT REQUIREMENTS

A. Due Date:
(1) Project Start: The Grantee must submit the most recent audit or financial review, including the corresponding management letter, to DCJ within thirty (30) days of request; and, if the most recent audit/financial review has not already been submitted to DCJ, it must be submitted within thirty (30) days of the start of this project.
(2) Project End: The Grantee assures that it will procure an audit or financial review, incorporating this grant award, by an independent Certified Public Accountant (CPA), licensed to practice in Colorado. The audit or financial review incorporating this grant award must be completed and received by DCJ within nine (9) months of the end of the fiscal years that includes the end date of the grant, or within thirty (30) days of the completion of such audit or review, whichever is earlier.

B. Report/Audit Type:
(1) If your entity expended $750,000 or more in Federal funds (from all sources including pass-through subawards) in your organization's fiscal year (12-month turnaround reporting period), your organization is required to arrange for a single organization-wide audit conducted in accordance with the provisions of Title 2 C.F.R. Subpart F (§ 200.500 et seq.).
(2) If your entity expends less than $750,000 in Federal funds (from all sources including pass-through subawards) in your organization's fiscal year (12-month turnaround reporting period), your organization is required to arrange for either an audit or financial review as follows:
(a) Grantees that have revenue greater than $300,000 from all sources during the entity's fiscal year are required by DCJ to obtain a financial audit.
(b) Grantees that have revenue less than $300,000 from all sources during the entity's fiscal year are required by DCJ to obtain a financial audit or financial review. A compilation is not sufficient to satisfy this requirement.

C. The Grantee accepts responsibility for the costs of a financial program audit to be performed by the Department of Public Safety in the event that the audit report or financial review:
(1) does not meet the applicable federal audit or DCJ standards;
(2) is not submitted in a timely manner; or,
(3) does not provide an audit response plan with corresponding corrections made sufficient to satisfy any audit findings.

D. The grantee understands and agrees that DCJ or the federal awarding office (OJP or OVW) may withhold award funds, or may impose other related requirements, if the grantee does not satisfactorily and promptly address outstanding issues from audits required by Part 200 Uniform Requirements, by the terms of this award, by the current addition of the DOJ Grants Financial Guide, or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

2. REPORTS
The Grantee assures that it shall maintain data and information to provide accurate program and financial reports to DCJ. Said reports shall be provided in such form, at such times, and containing such data and information as DCJ reasonably requires to administer the program. DCJ requires that reports/forms are submitted either by paper or in an electronic Grants Management Systems (GMS). If you are required to submit a paper form to DCJ ensure you are using the most current reports/forms by downloading it from the DCJ website address: dcj.state.co.us. The Grantee shall maintain all grant related records with original signatures on file within the Grantee's record and in accordance with requirements in §9 of the body of the grant agreement. Reports for this grant shall be submitted using a GMS unless otherwise notified.

A. Quarterly Financial Reports
Grantee shall submit Financial Reports quarterly. Reports are required to the State for each quarter within 15 days after the quarter ends.

B. Quarterly Programmatic (Narrative) Reports
Grantee shall submit Narrative Reports on the progress on the grant quarterly. Reports are required to the State for each quarter within 15 days after the quarter ends.

C. Final Financial Report
Grantee shall submit a report to the State upon expiration or sooner termination of the Grant containing grant final financial expenditures that accurately match your accounting records. Final reports are required to the State within 45 days of the end of the Grant. [A FINAL FINANCIAL REPORT IS NOT REQUIRED FOR THIS GRANT.]

D. Final Programmatic (Narrative) Report
Grantee shall submit a Final Narrative Report to the State upon expiration or sooner termination of this Grant containing details of accomplishments and highlights, self-evaluation and review of Grantee's performance based on Exhibit B1 – Statement of Work and the final status of Grantee's obligations hereunder. Reports are required to the State within 45 days of the end of the Grant. [A FINAL PROGRAMMATIC REPORT IS NOT REQUIRED FOR THIS GRANT.]

E. Reporting Non-Compliance Resolution
Grantee's failure to provide reports and other grant requirements, meet monitoring site visit evaluations and notify the State in a timely manner in accordance with §8 of the body of the grant agreement may result in the delay of payment of funds until a final resolution is determined and/or termination as provided under this Grant. The Division of Criminal Justice (DCJ) staff and the Grantee will mediate any non-compliance issues for a resolution. If DCJ staff and the Grantee cannot negotiate a resolution, the issue can be elevated to the Director of the DCJ for final resolution.

F. Federal Performance Reporting
The grantee agrees to submit performance reports on the performance metrics identified by OVC, and in the time and manner required by OVC. This information on the activities supported by the award funding will assist in assessing the effects that VOCA Victim Assistance funds have had on services to crime victims within the jurisdiction. Beginning October 1, 2015, the recipient agrees to submit (and, as necessary, require sub-recipients to submit) such information quarterly.

3. SUBGRANTS
Any and all subgrants entered into by Grantee related to its performance hereunder shall comply with all applicable federal and state laws, shall adhere to the provisions of this grant agreement, and shall provide that such subgrants be governed by the laws of the State of Colorado. Copies of any and all subgrants entered into by Grantee to perform its obligations hereunder shall be submitted to the State or its principal representative upon request by the State.

4. FINANCIAL AND ADMINISTRATIVE MANAGEMENT

A. The Grantee assures that fund accounting, auditing, monitoring, evaluation procedures and such records as necessary will be maintained to assure adequate internal fiscal controls, proper financial management, efficient disbursement of funds received, and maintenance of required source documentation for all costs incurred. These principles must be applied for all costs incurred whether charged on a direct or indirect basis.

B. All expenditures must be supported by appropriate source documentation. Only actual, approved, allowable expenditures will be permitted.

C. The Grantee assures that it will comply with the applicable Administrative Guide of the Division of Criminal Justice, which is hereby incorporated by reference. However, such a guide cannot cover every foreseeable contingency, and the Grantee is ultimately responsible for compliance with applicable state and federal laws, rules and regulations.)

5. PROCUREMENT AND CONTRACTS

A. Grantee assures that open, competitive procurement procedures will be followed for all purchases under the grant. All contracts for professional services, of any amount, and equipment purchases over five thousand dollars (per item, with a useful life of at least one year) must receive prior approval by the State. Grantee shall submit Form 16 – Professional Services/Consultant Certification and/or Form 13 – Equipment Procurement Certification Form.

B. Grantee may not assign its rights or duties under this grant without the prior written consent of the Division of Criminal Justice.

6. AWARD CHANGE REQEUSTS
Grantee may request budget modifications by submitting a request to the State. The State reserves the right to make and authorize modifications, adjustments, and/or revisions to the Grant Award for the purpose of making changes in budget categories, extensions of grant award dates, changes in goals and objectives, and other modifications which do not change the total amount of the Grant Award. The State's total consideration shall not exceed the maximum amount shown herein.

7. ADDITIONAL MONITORING REQUIREMENTS
It is the responsibility of the Grantee to notify any of its project collaborators and Subgrantees of these provisions.

A. On-Site Monitoring
On-site monitoring may be conducted during the term of the grant. Onsite monitoring shall include but not be limited to, review of financial records, payroll documents, equipment purchases and the equipment, and/or case record monitoring. Additional monitoring site visits may be required based on findings or continued inaccurate invoice reimbursement requests. Grantee shall be notified in advance of on-site monitoring schedule.

B. Monitoring
Detailed monitoring may occur during the project period. The State may periodically request submission of supporting financial and programmatic documentation, Subgrantee contracts, general and sub-ledgers for the purpose of monitoring compliance with the grant award via desk review, or in preparation for an on-site monitoring visit. Routine or special on-site visits may be conducted at the Grantee/Subgrantee agency, and at the location of any collaborating entities, for the same purpose. Grantees will be notified in advance of any on-site monitoring visit.

8. RIGHTS IN DATA, DOCUMENTS, AND COMPUTER SOFTWARE
A. The Grantee assures that where activities supported by this Grant produce any discovery or invention, original computer programs, writing, sound recordings, pictorial reproductions, drawing or other graphical representation and works of any similar nature, the following requirements apply:

(1) The State has the right to use, duplicate and disclose, the above material in whole or in part in any manner for any purpose whatsoever and authorize others to do so.

(2) If the material or invention is copyrightable, the Grantee may copyright such, but the State reserves a perpetual, royalty free, non-exclusive and irreversible license to practice, reproduce, publish and use such materials in whole or in part, and authorize others to do so.

(3) When issuing statements, press releases, requests for proposals, bid solicitations, and other published documents describing projects or programs funded in whole or in part with these grant funds, all Grantees must clearly:
(a) State the percentage of the total cost of the program or project, which will be financed with this grant money;
(b) State the dollar amount of state or federal funds for the project or program;
(c) Use the phrase-"This project was supported by federal grant 2015-VA-GX-0040, issued by the Colorado Division of Criminal Justice."

B. The exception is Work Products that contain criminal justice records where each individual unit or agency will be subject to the rules and regulations.

9. MATCH

Grantee must provide documentation of the non-federal portion of the match used for this grant award. Match requirements are listed in Exhibit B2 - Budget and Budget Narrative and is subject to audit. For more information about match, see the 2015 DOJ Financial Guide 3.3 MATCHING OR COST SHARING REQUIREMENTS or contact your grant manager.

10. FEDERAL AWARD(S) APPLICABLE TO THIS GRANT AWARD

Federal Funding Grid

Federal Award Number	**2015-VA-GX-0040**
Federal Award Office	Office of Justice Programs (OJP)
Federal Award Agency	Office for Victims of Crime
Federal Award Date	08/31/2015
Total Amount of Federal Award (this is not the amount of this grant agreement)	32,553,473
-	-
Total Amount of Federal Funds Obligated for ALL projects from DCJ for the above listed funding source for this Grantee	$135,900
Is this Award for Research and Development (R&D)?	No

EXHIBIT A3 - COLORADO SUPPLEMENTAL PROVISIONS FOR FFATA

STATE OF COLORADO SUPPLEMENTAL PROVISIONS FOR FEDERALLY FUNDED CONTRACTS, GRANTS, AND PURCHASE ORDERS SUBJECT TO THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT OF 2006 (FFATA), AS AMENDED REVISED AS OF 3-20-13

The contract, grant, or purchase order to which these Supplemental Provisions are attached has been funded, in whole or in part, with an Award of Federal funds. In the event of a conflict between the provisions of these Supplemental Provisions, the Special Provisions, the contract or any attachments or exhibits incorporated into and made a part of the contract, the provisions of these Supplemental Provisions shall control.

1. Definitions. For the purposes of these Supplemental Provisions, the following terms shall have the meanings ascribed to them below.
1.1. "Award" means an award of Federal financial assistance that a non-Federal Entity receives or administers in the form of:
1.1.1. Grants;
1.1.2. Contracts;
1.1.3. Cooperative agreements, which do not include cooperative research and development agreements (CRDA) pursuant to the Federal Technology Transfer Act of 1986, as amended (15 U.S.C. 3710);
1.1.4. Loans;
1.1.5. Loan Guarantees;
1.1.6. Subsidies;
1.1.7. Insurance;
1.1.8. Food commodities;
1.1.9. Direct appropriations;
1.1.10. Assessed and voluntary contributions; and
1.1.11. Other financial assistance transactions that authorize the expenditure of Federal funds by non-Federal Entities.

Award does not include:
1.1.12. Technical assistance, which provides services in lieu of money;
1.1.13. A transfer of title to Federally-owned property provided in lieu of money; even if the award is called a grant;
1.1.14. Any award classified for security purposes; or
1.1.15. Any award funded in whole or in part with Recovery funds, as defined in section 1512 of the American Recovery and Reinvestment Act (ARRA) of 2009 (Public Law 111-5).
1.2. "Contract" means the contract to which these Supplemental Provisions are attached and includes all Award types in §1.1.1 through 1.1.11 above.
1.3. "Contractor" means the party or parties to a Contract funded, in whole or in part, with Federal financial assistance, other than the Prime Recipient, and includes Grantees, Sub-grantees, Subrecipients, and borrowers. For purposes of Transparency Act reporting, Contractor does not include Vendors.

1.4. "Data Universal Numbering System (DUNS) Number" means the nine-digit number established and assigned by Dun and Bradstreet, Inc. to uniquely identify a business entity. Dun and Bradstreet's website may be found at: http://fedgov.dnb.com/webform.
1.5. "Entity" means all of the following as defined at 2 CFR part 25, subpart C;
1.5.1. A governmental organization, which is a State, local government, or Indian Tribe;
1.5.2. A foreign public entity;
1.5.3. A domestic or foreign non-profit organization;
1.5.4. A domestic or foreign for-profit organization; and
1.5.5. A Federal agency, but only a Subrecipient under an Award or Subaward to a non-Federal entity.

1.6. "Executive" means an officer, managing partner or any other employee in a management position.
1.7. "Federal Award Identification Number (FAIN)" means an Award number assigned by a Federal agency to a Prime Recipient.
1.8. "FFATA" means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. FFATA, as amended, also is referred to as the "Transparency Act."
1.9. "Prime Recipient" means a Colorado State agency or institution of higher education that receives an Award.

1.10. "Subaward" means a legal instrument pursuant to which a Prime Recipient of Award funds awards all or a portion of such funds to a Subrecipient, in exchange for the Subrecipient's support in the performance of all or any portion of the substantive project or program for which the Award was granted.
1.11. "Subrecipient" means a non-Federal Entity (or a Federal agency under an Award or Subaward to a non-Federal Entity) receiving Federal funds through a Prime Recipient to support the performance of the Federal project or program for which the Federal funds were awarded. A Subrecipient is subject to the terms and conditions of the Federal Award to the Prime Recipient, including program compliance requirements. The term "Subrecipient" includes and may be referred to as a Subgrantee.
1.12. "Subrecipient Parent DUNS Number" means the subrecipient parent organization's 9-digit Data Universal Numbering System (DUNS) number that appears in the subrecipient's System for Award Management (SAM) profile, if applicable.
1.13. "Supplemental Provisions" means these Supplemental Provisions for Federally Funded Contracts, Grants, and Purchase Orders subject to the Federal Funding Accountability and Transparency Act of 2006, As Amended, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institution of higher education.
1.14. "System for Award Management (SAM)" means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at http:www.sam.gov.

1.15. "Total Compensation" means the cash and noncash dollar value earned by an Executive during the Prime Recipient's or Subrecipient's preceding fiscal year and includes the following:
1.15.1. Salary and bonus;
1.15.2. Awards of stock, stock options, and stock appreciation rights, using the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2005) (FAS 123R), Shared Based Payments;
1.15.3. Earnings for services under non-equity incentive plans, not including group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of Executives and are available generally to all salaried employees;
1.15.4. Change in present value of defined benefit and actuarial pension plans;
1.15.5. Above-market earnings on deferred compensation which is not tax-qualified;
1.15.6. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the Executive exceeds $10,000.

1.16. "Transparency Act" means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. The Transparency Act also is referred to as FFATA.
1.17 "Vendor" means a dealer, distributor, merchant or other seller providing property or services required for a project or program funded by an Award. A Vendor is not a Prime Recipient or a Subrecipient and is not subject to the terms and conditions of the Federal award. Program compliance requirements do not pass through to a Vendor.

2. Compliance. Contractor shall comply with all applicable provisions of the Transparency Act and the regulations issued pursuant thereto, including but not limited to these Supplemental Provisions. Any revisions to such provisions or regulations shall automatically become a part of these Supplemental Provisions, without the necessity of either party executing any further instrument. The State of Colorado may provide written notification to Contractor of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.

3. System for Award Management (SAM) and Data Universal Numbering System (DUNS) Requirements.
3.1. SAM. Contractor shall maintain the currency of its information in the SAM until the Contractor submits the final financial report required under the Award or receives final payment, whichever is later. Contractor shall review and update the SAM information at least annually after the initial registration, and more frequently if required by changes in its information.
3.2. DUNS. Contractor shall provide its DUNS number to its Prime Recipient, and shall update Contractor's information in Dun & Bradstreet, Inc. at least annually after the initial registration, and more frequently if required by changes in Contractor's information.

4. Total Compensation. Contractor shall include Total Compensation in SAM for each of its five most highly compensated Executives for the preceding fiscal year if:
4.1. The total Federal funding authorized to date under the Award is $25,000 or more; and
4.2. In the preceding fiscal year, Contractor received:
4.2.1. 80% or more of its annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and
4.2.2. $25,000,000 or more in annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and
4.3. The public does not have access to information about the compensation of such Executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or § 6104 of the Internal Revenue Code of 1986.

5. Reporting.
Contractor shall report data elements to SAM and to the Prime Recipient as required in §7 below if Contractor is a Subrecipient for the Award pursuant to the Transparency Act. No direct payment shall be made to Contractor for providing any reports required under these Supplemental Provisions and the cost of producing such reports shall be included in the Contract price. The reporting requirements in §7 below are based on guidance from the US Office of Management and Budget (OMB), and as such are subject to change at any time by OMB. Any such changes shall be automatically incorporated into this Contract and shall become part of Contractor's obligations under this Contract, as provided in §2 above. The Colorado Office of the State Controller will provide summaries of revised OMB reporting requirements at http://www.colorado.gov/dpa/dfp/sco/FFATA.htm.

6. Effective Date and Dollar Threshold for Reporting.
The effective date of these supplemental provisions apply to new Awards as of October 1, 2010. Reporting requirements in §7 below apply to new Awards as of October 1, 2010, if the initial award is $25,000 or more. If the initial Award is below $25,000 but subsequent Award modifications result in a total Award of $25,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds $25,000. If the initial Award is $25,000 or more, but funding is subsequently de-obligated such that the total award amount falls below $25,000, the Award shall continue to be subject to the reporting requirements.

7. Subrecipient Reporting Requirements.
If Contractor is a Subrecipient, Contractor shall report as set forth below.
7.1 To SAM. A Subrecipient shall register in SAM and report the following data elements in SAM for each Federal Award Identification Number no later than the end of the month following the month in which the Subaward was made:
7.1.1 Subrecipient DUNS Number;
7.1.2 Subrecipient DUNS Number + 4 if more than one electronic funds transfer (EFT) account;
7.1.3 Subrecipient Parent DUNS Number;
7.1.4 Subrecipient's address, including: Street Address, City, State, Country, Zip + 4, and Congressional District;
7.1.5 Subrecipient's top 5 most highly compensated Executives if the criteria in §4 above are met; and
7.1.6 Subrecipient's Total Compensation of top 5 most highly compensated Executives if criteria in §4 above met.
7.2 To Prime Recipient. A Subrecipient shall report to its Prime Recipient, upon the effective date of the Contract, the following data elements:
7.2.1 Subrecipient's DUNS Number as registered in SAM.
7.2.2 Primary Place of Performance Information, including: Street Address, City, State, Country, Zip code + 4, and Congressional District.

8. Exemptions.
8.1. These Supplemental Provisions do not apply to an individual who receives an Award as a natural person, unrelated to any business or non-profit organization he or she may own or operate in his or her name.
8.2 A Contractor with gross income from all sources of less than $300,000 in the previous tax year is exempt from the requirements to report Subawards and the Total Compensation of its most highly compensated Executives.
8.3 Effective October 1, 2010, "Award" currently means a grant, cooperative agreement, or other arrangement as defined in Section 1.1 of these Special Provisions. On future dates "Award" may include other items to be specified by OMB in policy memoranda available at the OMB Web site; Award also will include other types of Awards subject to the Transparency Act.
8.4 There are no Transparency Act reporting requirements for Vendors.

9. Event of Default.
Failure to comply with these Supplemental Provisions shall constitute an event of default under the Contract and the State of Colorado may terminate the Contract upon 30 days prior written notice if the default remains uncured five calendar days following the termination of the 30 day notice period. This remedy will be in addition to any other remedy available to the State of Colorado under the Contract, at law or in equity.

EXHIBIT A4 - ADDITIONAL FEDERAL REQUIREMENTS

1. FINANCIAL & ADMINISTRATIVE MANAGEMENT

A. FINANCIAL GUIDE

Grantee agrees to comply with the current edition of the U.S. Department of Justice (DOJ) Grants Financial Guide as posted on the Office of Justice Programs (OJP) website (http://ojp.gov/funding/).

B. FEDERAL AWARDS ISSUED AFTER DECEMBER 26, 2014 - 2 CFR PART 200 UNIFORM REQUIREMENTS

Grantee agrees to comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in C.F.R. Part 200, as adopted and supplemented by the Department of Justice (DOJ) in 2 C.F.R. Part 2800 (the "Part 200 Uniform Requirements") apply to this award from the Office of Justice Programs (OJP). For this award, the Part 200 Uniform Requirements, which were first adopted by DOJ on December 26, 2014, supersede, among other things, the provisions of 28 C.F.R. Parts 66 and 70, as well as those of 2 C.F.R. Parts 215, 220, 225, and 230.Grantee agrees to comply with the current edition of the U.S. Department of Justice (DOJ) Grants Financial Guide as posted on the OJP website (http://ojp.gov/funding/).

2. FEDERAL FUND PROHIBITIONS AND ALLOWANCES

A. USE OF FEDERAL FUNDS IN LAWMAKING

Grantee understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of DCJ, in order to avoid violation of 18 USC § 1913. DCJ will obtain the appropriate approvals from the federal awarding office (Office on Violence Against Women (OVW) or OJP).

Recipients of OVW grant dollars may, however, use federal funds to collaborate with and provide information to federal, state, local, tribal and territorial public officials and agencies to develop and implement policies and develop and promote state, local, or tribal legislation or model codes designed to reduce or eliminate domestic violence, dating violence, sexual assault, and stalking (as those terms are defined in 42 USC 13925(a)) when such collaboration and provision of information is consistent with the activities otherwise authorized under this grant program.

B. CONFERENCE COSTS
Grantee agrees to comply with all applicable laws, regulations, policies, and guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences(which is defined to include meetings, retreats, seminars, symposiums, trainings, and other events, including the provision of food and/or beverages at such events, and costs of attendance at such events. Information on rules applicable to this award appears in the DOJ Grants Financial Guide for OJP awards and at http://www.ovw.usdoj.gov/grantees.html for OVW awards.

C. PROHIBIT USE OF FUNDS FOR ACORN AND ITS SUBSIDIARIES
Grantee understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of the federal awarding office (OJP or OVW).

D. COMPUTER NETWORK REQUIREMENT
Grantee understands and agrees that - (a) No award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography, and (b) Nothing in subsection (a) limits the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

E. DUPLICATION OF FUNDING
Grantee agrees that if it currently has an open award of federal funds or if it receives an award of federal funds other than this DCJ award, and those award funds have been, are being, or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this DCJ award, the grantee will promptly notify, in writing, the grant manager for this DCJ award, and, if so requested by DCJ, seek a modification to the grant award to eliminate any inappropriate duplication of funding. Further, the grantee agrees and understands that any duplicative funding that cannot be re-programmed to support non-duplicative activities within the program's statutory scope will be deobligated from this award and returned to DCJ.

F. NON-SUPPLANTING OF FUNDS
(1) Grantee certifies that any required matching funds used to pay the non-federal portion of the cost of this grant award are in addition to funds that would have otherwise been made available for the purposes of this project.
(2) Grantee certifies that federal funds made available under this grant:
(a) Will not be used to supplant state or local funds.
(b) Where there is a reduced or unchanged local investment, then the Grantee shall give a written explanation demonstrating that the Grantee's reduced or unchanged commitment would have been necessitated even if federal financial support under this federal grant program had not been made available.

G. INDIRECT COST RATE
This provision is application to OJP awards. A grantee that is eligible under the Part 200 Uniform Requirements to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC).

H. CONSULTANT RATE
Approval of this award does not indicate approval of any consultant rate , if consultants are allowed under this award, in excess of $650 per day or $81.25 per hour. A detailed justification must be submitted to DCJ with DCJ Form 16 (Professional Services/Consultant Certificate) and approved by the federal awarding office (OJP or OVW) prior to obligation or expenditure of such funds. DCJ will forward requests to the federal awarding office (OJP or OVW) for approval.

I. EMPLOYEE COMPENSATION
[Applicable to awards greater than $250,000] Federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)

J. SIMPLIFIED ACQUISITION THRESHOLD
All procurement (contract) transactions under this award must be conducted in a manner that is consistent with applicable Federal and State law, and with Federal procurement standards specified in regulations governing Federal awards to non-Federal entities. Procurement (contract) transactions should be competitively awarded unless circumstances preclude competition. Noncompetitive (e.g., sole source) procurements by the award recipient in excess of the Simplified Acquisition Threshold (currently $150,000) set out in the Federal Acquisition Regulation must receive prior approval from the awarding office, and must otherwise comply with rules governing such procurements found in the current edition of the DOJ Grants Financial Guide.

3. CIVIL RIGHTS COMPLIANCE
The Grantee hereby agrees that it will comply, and all of its Subgrantees will comply, with the applicable provisions of:

A. MEETING THE EEOP REQUIREMENT

Grantee acknowledges that failure to submit an acceptable Certification of Compliance with Regulations Regarding Civil Rights Requirements and Equal Employment Opportunity Plans (EEOP) -DCJ Form 30 may result in suspension of funding until such time as the grantee is in compliance, or termination of the award. Upon award, each Grantee will be required to do the following:

(1) The Project Director must view all of the trainings on Civil Rights available on DCJ's website and acknowledge by providing an original signature that the project's staff will be made aware of all obligations regarding Civil Rights compliance;

(2) Submit the form to the Grantee Agency's Authorized Official for this grant;

(3) The Authorized Official must review the form in conjunction with Grantee personnel responsible for reporting civil rights findings of discrimination;

(4) The Authorized Official must accurately complete the required information and provide all information requested;

(5) The Authorized Official must provide an original signature on the form as indicated;

(6) The DCJ Form 30 with original signature must be returned to DCJ with the Grant Agreement; and,

(7) A copy of the DCJ Form 30 must be forwarded to the Grantee personnel responsible for reporting civil rights findings of discrimination at your agency/organization.

DCJ will forward a copy to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

B. MEETING THE REQUIREMENT TO SUBMIT FINDINGS OF DISCRIMINATION

If in the three years prior to the date of the grant award, your organization has received an adverse finding of discrimination based on race, color, national origin, religion, or sex, after a due-process hearing, from a state or federal court or from a state or federal administrative agency, your organization must send a copy of the finding to the DCJ within 45 days of receipt of this grant award. DCJ will forward a copy to the Office for Civil Rights (OCR) at federal awarding office (OJP or OVW).

C. ENFORCING CIVIL RIGHTS LAWS

All recipients of federal financial assistance, regardless of the particular funding source, the amount of the grant award, or the number of employees in the workforce, are subject to prohibitions against unlawful discrimination. Accordingly, the OCR investigates recipients that are the subject of discrimination complaints from both individuals and groups. In addition, based on regulatory criteria, the OCR selects a number of recipients each year for compliance reviews, audits that require recipients to submit data showing that they are providing services equitably to all segments of their service population and that their employment practices meet equal opportunity standards.

D. COMPLYING WITH THE SAFE STREETS ACT
An organization that is a recipient of financial assistance subject to the nondiscrimination provisions of the Safe Streets Act, must meet two obligations: (1) complying with the federal regulation pertaining to the development of an EEOP (see 28 C.F.R. pt. 42, subpt. E) and (2) submitting to the OCR findings of discrimination (see 28 C.F.R. §§ 42.204(c), .205(c)(5)).

E. ENSURING ACCESS TO FEDERALLY ASSISTED PROGRAMS
The Violence Against Women Reauthorization Act of 2013 amends the Violence Against Women Act of 1994 (VAWA) and includes a nondiscrimination grant condition that prohibits grantees from excluding, denying benefits to, or discrimination against any person on the basis on actual or perceived race, color, national origin, religion, sex, disability, sexual orientation, or gender identity in funded programs or activities, in whole or in part, not only in employment but also in the delivery of services or benefits.

Federal law also prohibits recipients from discriminating on the basis of age in the delivery of services or benefits.

F. PROVIDING SERVICES TO LIMITED ENGLISH PROFICIENCY (LEP) INDIVIDUALS
In accordance with DOJ guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency (LEP). See U.S. Department of Justice, Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 67 Fed. Reg. 41,455 (2002). For more information on the civil rights responsibilities that recipients have in providing language services to LEP individuals, please see the website http://www.lep.gov.

G. ENSURING EQUAL TREATMENT FOR FAITH-BASED ORGANIZATIONS

The DOJ regulation, Equal Treatment for Faith-Based Organizations, 28 C.F.R. pt. 38, prohibits faith-based organizations from using financial assistance from the DOJ to fund inherently (or explicitly) religious activities. While faith-based organizations can engage in non-funded inherently religious activities, they must hold them separately from the program funded by the DOJ, and recipients cannot compel beneficiaries to participate in them. The Equal Treatment Regulation also makes clear that organizations participating in programs funded by the DOJ are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. For more information on the regulation, please see the OCR's website at http://www.ojp.usdoj.gov/about/ocr/equal_fbo.htm.

Faith-based organizations should also note that the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, as amended, 42 U.S.C. § 3789d(c); the Victims of Crime Act of 1984, as amended, 42 U.S.C. § 10604(e); the Juvenile Justice and Delinquency Prevention Act of 1974, as amended, 42 U.S.C. § 5672(b); and VAWA, Pub. L. No. 113-4, sec. 3(b)(4), 127 Stat. 54, 61-62 (to be codified at 42 U.S.C. § 13925(b)(13)) contain prohibitions against discrimination on the basis of religion in employment. Despite these nondiscrimination provisions, the DOJ has concluded that it may construe the Religious Freedom Restoration Act (RFRA) on a case-by- case basis to permit some faith-based organizations to receive DOJ funds while taking into account religion when hiring staff, even if the statute that authorizes the funding program generally forbids recipients from considering religion in employment decisions. Please consult with the OCR if you have any questions about the regulation or the application of RFRA to the statutes that prohibit discrimination in employment.

H. USING ARREST AND CONVICTION RECORDS IN MAKING EMPLOYMENT DECISIONS

The OCR issued an advisory document for recipients on the proper use of arrest and conviction records in making hiring decisions. See Advisory for Recipients of Financial Assistance from the U.S. Department of Justice on the U.S. Equal Employment Opportunity Commission's Enforcement Guidance: Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964 (June 2013), available at http://www.ojp.usdoj.gov//about/ocr/pdfs/UseofConviction_Advisory.pdf. Recipients should be mindful that the misuse of arrest or conviction records to screen either applicants for employment or employees for retention or promotion may have a disparate impact based on race or national origin, resulting in unlawful employment discrimination. In light of the Advisory, recipients should consult local counsel in reviewing their employment practices. If warranted, recipients should also incorporate an analysis of the use of arrest and conviction records in their Equal Employment Opportunity Plans (EEOPs).

I. ENSURING THE COMPLIANCE OF SUBGRANTEES

Grantee must have standard assurances to notify subgrantees of their civil rights obligations, written procedures to address discrimination complaints filed against subgrantees, methods to monitor subgrantees' compliance with civil rights requirements, and a program to train subgrantees on applicable civil rights laws.

J. STUDENTS AND GUARDIANS

Grantee understands and agrees that award funds may not be used to discriminate against or denigrate the religious or moral beliefs of students who participate in programs for which financial assistance is provided from those funds, or of the parents or legal guardians of such students.

4. FRAUD, WASTE, ERROR AND ABUSE

A. REPORTING

The grantee and any subgrantees must promptly refer to the Department of Justice, Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subgrantee, contractor, subcontractor, or other person has -- 1) submitted a claim for grant award funds that violates the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant award funds. Potential fraud, waste, abuse, or misconduct should be reported to the OIG by: mail: Office of the Inspector General U.S. Department of Justice Investigations Division 950 Pennsylvania Avenue, N.W. Room 4706 Washington, DC 20530; email: oig.hotline@usdoj.gov; hotline: (contact information in English and Spanish): (800) 869-4499; or hotline fax: (202) 616-9881. Additional information is available from the DOJ OIG website at www.usdoj.gov/oig.

B. RESTRICTIONS AND CERTIFICATIONS REGARDING NON-DISCLOSURE AGREEMENTS AND RELATED MATTERS

No grantee or subgrantee under this award, or entity that receives a contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

(1) In accepting this award, the grantee:

(a) represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(b) certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to DCJ, and will resume (or permit resumption of)such obligations only if expressly authorized to do so by that agency.

(2) If the grantee does or is authorized to make subawards or contracts under this the grantee:

(a) represents that it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward, contract, or subcontract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(b) represents that it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

(c) it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to DCJ, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

5. HIGH-RISK
Grantee agrees to comply with any additional requirements that may be imposed during the grant performance period if the agency determines that the grantee is a high-risk grantee.

6. REGISTRATION WITH THE SYSTEM FOR AWARD MANAGEMENT AND UNIVERSAL IDENTIFIER REQUIREMENTS
Grantee agrees to comply with applicable requirements regarding registration with the System for Award Management (SAM) (or with a successor government-wide system officially designated by OMB and the federal awarding agency (OJP or OVW). Grantee also agrees to comply with applicable restrictions on subawards to first-tier subgrantees that do not acquire and provide a Data Universal Numbering System (DUNS) number. The details of grantee obligations are posted on the Office of Justice Programs web site at http://www.ojp.gov/funding/sam.htm or http://www.ovw.usdoj.gov/docs/sam-award-term.pdf (Award condition: Registration with the System for Award Management and Universal Identifier Requirements), and are incorporated by reference here. This special condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

7. TEXT MESSAGING POLICY
Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the Department encourages grantees and subgrantees to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

8. TRAINING GUIDING PRINCIPLES
http://www.ojp.usdoj.gov/funding/ojptrainingguidingprinciples.htm for OJP awards and http://www.ovw.usdoj.gov/grantees.html for OVW awards.

9. GOVERNMENT PERFORMANCE AND RESULTS ACT (GPRA) AND GPRA MODERNIZATION ACT
Grantee must collect, maintain, and provide to DCJ, data that measure the performance and effectiveness of activities under this award, in the manner, and within the timeframes, specified by DCJ. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act, and other applicable laws.

Recipients of OVW grant dollars are required to collect the information that is included on the Measuring Effectiveness Progress Reports for the OVW Program under which this award is funded.

10. FEDERAL PUBLIC POLICY ASSURANCES

A. The Grantee hereby agrees that it will comply, and all of its Subgrantees will comply with the applicable provisions of:
(1) Safe Streets Act (Safe Streets Act) of 1968, as amended;
(2) Juvenile Justice and Delinquency Prevention Act of 1974, as amended ; and,
(3) All other applicable Federal laws, orders, circulars, regulations or guidelines.

B. The Grantee hereby agrees that it will comply, and all of its Subgrantees will comply with the provisions of 28 CFR applicable to grants and cooperative agreements including:
(1) Part 18, Administrative Review Procedure;
(2) Part 22, Confidentiality of Identifiable Research and Statistical Information;
(3) Part 23, Criminal Intelligence Systems Operating Policies;
(4) Part 30, Intergovernmental Review of Department of Justice Programs and Activities;
(5) Part 35, Nondiscrimination on the Basis of Disability in State and Local Government Services;
(6) Part, 38, Equal Treatment for Faith Based Organizations;
(7) Part 42 Nondiscrimination/Equal Employment Opportunity Policies and Procedure;
(8) Part 46 and all Department of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent;
(9) Part 61 Procedures of Implementing the National Environmental Policy Act; and,
(10) Part 63 Floodplain Management and Wetland Protection Procedures; and,
(11) Federal Laws or regulations applicable to Federal Assistance Programs.

C. Grantee agrees to comply with the requirements of 28 C. F. R. Part 46 and all Department of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

11. FEDERAL STANDARD ASSURANCES AND CERTIFICATIONS

A. Standard Assurances

The grantee hereby assures and certifies compliance with all applicable Federal statutes, regulations, policies, guidelines, and requirements, including OMB Circulars A-21, A-87, A-102, A-110, A-122, A-133; Ex. Order 12372 (intergovernmental review of federal programs); and 28 C.F.R. pts. 66 or 70 (administrative requirements for grants and cooperative agreements). The grantee also specifically assures and certifies that:
(1) It has the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this grant agreement.
(2) It will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
(3) It will give the DCJ, the awarding agency or the Government Accountability Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.
(4) It will comply with all lawful requirements imposed by DCJ and the awarding agency, specifically including any applicable regulations, such as 28 C.F.R. pts. 18, 22, 23, 30, 35, 38, 42, 61, and 63, and the award term in 2 C.F.R. § 175.15(b).
(5) It will assist DCJ and the awarding agency (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).

(6) It will comply (and will require any subgrantees or contractors to comply) with any applicable statutorily-imposed nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); The Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. § 7 94); the Americans with Disabilities Act of 1990 (42 U.S.C. § 12131-34); the Education Amendments of 1972 (20 U.S.C. §§1681, 1683, 1685-86); and the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); see Ex. Order 13279 (equal protection of the laws for faith-based and community organizations).
(7) If a governmental entity:
(a) it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and
(b) it will comply with requirements of 5 U.S.C. §§ 1501-08 and §§ 7324-28, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

B. PROHIBITIONS ON LOBBYING WITH FEDERAL FUNDS

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over $100,000, as defined at 28 CFR Part 69, the Grantee certifies, by accepting this grant award, that:

(1) No federal funds received through this grant award will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement; and,

(2) If any funds other than funds through this grant award will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this grant award, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities".

C. DEBARMENT, SUSPENSION, INELIGIBLE AND VOLUNTARY EXCLUSION

Pursuant to Executive Order 12549, Debarment and Suspension, implemented at 2 CFR Part 2867, for prospective participants in primary covered transactions, as defined at 2 CFR Section 2867.20(a), and other requirements, the Grantee certifies, by accepting this grant award, that neither it nor its principals, Subgrantees or suppliers:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any federal federal department or agency;

(2) Have not within a three-year period preceding this grant award been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Have not within a two-year period preceding this grant award been convicted of a felony criminal violation under any Federal law;

(4) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification;

(5) Have not within a three-year period preceding this grant award had one or more public transactions (Federal, State, or local) terminated for cause or default; and

(6) Where the Grantee is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this grant award.

D. FEDERAL TAXES

(1) If the grantee is a corporation, the grantee certifies, by accepting this grant award, that the corporation has no unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(2) Where the Grantee is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this grant award.

E. CERTIFICATION REGARDING A DRUG FREE WORKPLACE

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 83, Subpart F, for grantees, as defined at 28 CFR Sections 83.620 and 83.650, the Grantee certifies, by accepting this grant award, that it will provide a drug-free workplace by:

(1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(2) Establishing an on-going drug-free awareness program to inform employees about

(a) The dangers of drug abuse in the workplace;

(b) The grantee's policy of maintaining a drug-free workplace;

(c) Any available drug counseling, rehabilitation, and employee assistance programs; and

(d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(3) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (1);

(4) Notifying the employee in the statement required by paragraph (1) that, as a condition of employment under the grant, the employee will

(a) Abide by the terms of the statement; and

(b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(5) Notifying DCJ, in writing, within 10 calendar days after receiving notice under subparagraph (4)(b) from an employee or otherwise receiving actual notice of such conviction.

(6) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (4)(b), with respect to any employee who is so convicted:

(a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1), (2), (3), (4), (4), and (6).

12. NATIONAL ENVIRONMENTAL POLICY ACT (NEPA) AND NATIONAL HISTORIC PRESERVATION ACT (NHPA) COMPLIANCE

A. A. Grantee agrees to assist the DCJ and the federal awarding agency (OJP or OVW) in carrying out its responsibilities under NEPA (NEPA, 42 U.S.C. section 4321 et seq.), NHPA, other related laws and related federal environmental impact analysis requirements, if grantee plans to use grant funds (directly or through subgrant or contract) to undertake any activity that triggers these requirements, such as renovation or construction. (See 28 C.F.R. Part 61, App. D.). Accordingly, prior to obligating grant funds, the grantee agrees to first determine if any of the following activities will be related to the use of the grant funds and, if so, to advise DCJ and request further NEPA implementation guidance.

B. Grantee understands that this special condition applies to its activities whether or not they are being specifically funded with these grant funds. As long as the activity needs to be undertaken in order to use these grant funds (directly or through subgrant or contract), this requirement first must be met. The activities covered by this condition are:
(1) New construction;
(2) Any renovation or remodeling of a property either listed on or eligible for listing on the National Register of Historic Places, or an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species;
(3) Renovation, lease or any other proposed use of a building or facility that will either result in a change in its basic prior use, or significantly change its size.
(4) Implementation of a new program involving the use of chemicals other than chemicals that are purchased as an incidental component of a funded activity and traditionally used, for example, in office, household, recreational or educational environments.(5) Research and technology whose anticipated and future application could be expected to have an effect on the environment; and(6) Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

C. The grantee also agrees to comply with all Federal, State, and local environmental laws and regulations applicable to the development and implementation of the activities to be funded under this award.

13. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
[This provision applies only to entities that provide medical care and treatment] The Grantee acknowledges that it is a covered health care provider under the Health Insurance Portability and Accountability Act, 42 U.S.C. 1320d- 1320d-8, and its implementing regulations and agrees to comply with the requirements of HIPAA concerning any uses and disclosures of protected health information.

14. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT OF 2006 (FFATA)
The Grantee agrees to comply with applicable requirements to report first-tier subawards of $25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the first-tier subgrantees of award funds. Such data will be submitted to the FFATA Subaward Reporting System (FSRS). The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the Office of Justice Programs web site at http://www.ojp.gov/funding/ffata.htm (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here. This condition, and its reporting requirement, does not apply to grant awards made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

EXHIBIT B1 - STATEMENT OF WORK (Project Summary)

Project Summary:

Include a brief description of your project. Include target population, estimated number to be served annually and services to be provided. See instructions for further information. (maximum length = 1,000 characters)

The Greeley Police Victim Assistance Program (GPVAP) provides crisis counseling/intervention, referrals, information and criminal justice support/advocacy to victims of crime pursuant to section 24-4.1-302.5 of the Colorado Statues, in the cities/ towns of Greeley, Windsor, Milliken, Eaton, Ault, LaSalle, Kersey, Johnstown, Nunn, and Evans, and approximate 81 city/town square mile area. These services are offered immediately, on scene of a crime, at area hospitals, and other locations to contact a victim. Follow up services in person or by phone are conducted daily. Two paid program coordinators and 20-30 highly trained volunteers perform these tasks to ensure that 1,900 crime victims are provided timely services.

Project Description:

Describe in a clear and succinct way the project, staff and services you plan to provide with these grant funds. See instructions for further information. (maximum length = 6,500 characters)

VOCA funds will provide salary and benefits for a 0.8 FTE Greeley Police Victim Assistance Coordinator (GPVAC) to continue direct services for English speaking, non-English speaking and underserved victims of child physical and sexual abuse, domestic violence, adult sexual assault, elder abuse, survivors of homicide, and human trafficking who are primary and secondary crime victims, pursuant to section 24-4.1-302.5 of the Colorado Statutes, within the nine program cities/towns. At-risk juveniles and at-risk adults will be served. Approximately 1,000 crime victims per year will be served with VOCA funds.

GPVA Coordinators devote 4,160 hours a year of on-call supervision above the 40 hour work week of direct services to victims. It is necessary to have one supervising GPVAC on-call at all times to answer questions and assist with situations unfamiliar to the volunteer advocates. GPVA Coordinators and bilingual advocate first responders will provide direct on-going support services, Victim Compensation and Colorado Statutes information, as well as resource referrals to help aid these victims to understand and participate in the criminal justice system. Duties will include providing assistance to victims by coordinating services with other service providers to ensure non-duplication of services.

The Greeley Police Department's Victim Assistance Unit purchased a new victim tracking database, CiviCore, that would fit the updated data collection and reporting needs for VOCA including the capturing of newly required demographic information. We are asking for funding for a new position, Victim Assistance Administrative Specialist, because of the amount of information that now needs to be entered into the victim database. We are also requesting for the CiviCore monthly maintenance fees to be covered with this funding in the amount of $1,800.

We are requesting a $1,000.00 Emergency Financial Assistance Fund to be monitored by the VOCA Project Director and the Greeley Police Department Fiscal Manager. This fund will provide transportation (i.e. bus fare, taxi services) and/or emergency housing in area partnering hotels for a maximum of 2-3 nights (reduced rate), or for other emergent needs when a Victim Rights crime occurs. Male victims of domestic violence, sexual assault as well as other victims not served by our local domestic violence shelter or community resources will be a priority. Currently in the 19th Judicial District we have one, 5pm to 7am daily, transitional housing shelter with a capacity of 60 beds. This includes 6 family rooms, 24 beds for males and 6 for females. This shelter serves all of the 19th Judicial District. No individuals are permitted admittance once the shelter reaches capacity daily. Alternative referrals are given to neighboring counties however, no transportation is available to these out of county shelters.

Purpose Area: Victims Services

Check only those project purpose areas that describe the type of activities and services for which you are requesting funds. See instructions for further information.

Does your agency assist victims with applying for Victim's Compensation? Yes

Does your agency utilize volunteers? Yes

Victims Services Type of Crime:

Provide only the number of victims who will receive services from Crime Victims Services (CVS) grant funded personnel during the 12-month period. See instructions for further information.

Type of Crimes	Est. # of Victims
Adult Physical Assault	350
Adult Sexual Assault	65
Adults Sexually Abused/Assaulted as Children	
Arson	
Bullying (Verbal, Cyber or Physical)	
Burglary	
Child Physical Abuse or Neglect	40
Child Pornography	15
Child Sexual Abuse/Assault	75
Domestic and/or Family Violence	400
DUI/DWI Incidents	0
Elder Abuse or Neglect	5
Hate Crime: Racial/Religious/Gender/Sexual Orientation/Other	
Human Trafficking: Labor	0
Human Trafficking: Sex	5
Identity Theft/Fraud/Financial Crime	
Kidnapping (includes parental, custodial)	
Mass Violence (domestic/international)	
Other Vehicular Victimization (e.g. hit & run)	5
Robbery	
Stalking/Harassment	
Survivors of Homicide Victims	25
Teen Dating Victimization	
Terrorism (domestic/international)	
Violation of a Court (Protective) Order	15
Other - please explain	
UNDUPLICATED TOTAL	1,000

Victims Services Type of Services:

No single entry/category in this table can exceed the TOTAL NUMBER OF VICTIMS in the table above.

Type of Services	Est. # of Victims
Information & Referral	
Information about the criminal justice process	350
Information about victim rights, how to obtain notifications, etc.	500
Referral to other victim service programs	540
Referral to other services, supports & resources (legal, medical, faith-based, address confidentiality, etc.)	430
Personal Advocacy/Accompaniment	
Victim advocacy/accompaniment to emergency medical care	330
Victim advocacy/accompaniment to medical forensic exam	100
Law enforcement interview advocacy/ accompaniment	
Individual advocacy (assistance in applying for public benefits, return of personal property)	
Performance of medical forensic exam or interview, or medical evidence collection	
Immigration assistance	
Intervention with employer, creditor, landlord, or academic institution	
Child or dependent care assistance (provided by your agency)	
Transportation assistance (provided by your agency)	50
Interpreter services	25
Emotional Support or Safety Services	
Crisis intervention (in-person, includes safety planning)	550
Hotline/crisis line counseling	
Individual counseling	
On-scene crisis response	400
Therapy (including alternative healing, art, play, etc.)	
Support groups (facilitated or peer)	
Emergency financial assistance (includes petty cash, payment for food/clothing, taxis, meds, durable medical equipment)	20
Shelter/Housing Services	
Emergency shelter or safe house	
Transitional housing	
Relocation assistance	
Criminal/Civil Justice System Assistance	
Notification of criminal events	100
Victim impact statement assistance	
Restitution assistance	
Emergency justice-related assistance	
Civil legal attorney assistance in obtaining protection order	
Civil legal attorney assistance with family law issues (custody, visitation or support)	
Other civil legal attorney assistance (e.g. landlord/ tenant, employment)	
Immigration attorney assistance	
Prosecution interview/advocacy/accompaniment (includes victim/witness)	
Criminal advocacy/accompaniment	
Civil advocacy/accompaniment (includes victim advocate assisting wtih protection orders)	10
Other	

Law Enforcement Type of Services:

Complete this section if you are requesting funds for a Law Enforcement Officer or Investigator who will handle domestic violence, sexual assault, stalking, and/or dating violence cases/ incidents for victims age 11 and older. Estimate the number of cases/incidents that will be handled by grant funded personnel during the first year of the grant period. Complete only those that apply.

Type of Crime	Est. # Cases / Incidents
Calls for Assistance (911 & other)	
Incident Reports	
Cases/Incidents Investigated	
Arrests	
Dual Arrests	
Protection/Ex Parte/Temporary Restraining Orders Served	
Arrests for Violation of Bail Bond	
Enforcement of Warrants	
Arrests for Violation of Protection Orders	
Protection Orders Issued	
Referrals of Cases to Prosecutor	
Referrals of Federal Firearms Charges to Federal Prosecutor	
Forensic Medical Evidence	

Prosecution Type of Cases:

Complete this section if you are requesting funds for a Prosecutor or Investigator who will handle domestic violence, sexual assault, stalking, and/or dating violence cases/ incidents for victims age 11 and older. Estimate the number of cases/incidents that will be handled by grant funded personnel during the first year of the grant period. Complete only those that apply.

Type of Crime	Est. # Cases / Incidents
Misdemeanor Sexual Assault	
Felony Sexual Assault	
Homicide Related to Sexual Assault, Domestic Violence or Stalking	
Domestic Violence/Dating Violence Ordinance	
Misdemeanor Domestic Violence/Dating Violence	
Felony Domestic Violence/Dating Violence	
Stalking Ordinance	
Misdemeanor Stalking	
Felony Stalking	
Violation of Protective Order	
Violation of Bail	
Violation of Probation or Parole	
Violation of Other Court Order	

Training Area:

This table should only be completed if you are requesting funds for a FORMAL training project for professionals/volunteers, primarily outside your agency, who work directly with victims. There are only two eligible categories of training activities: 1) Training on domestic violence, sexual assault, stalking, and dating violence or; 2) Statewide or multi-jurisdictional training pertaining to victim assistance. This DOES NOT include outreach trainings/presentations about your program, or in-house staff/volunteer training. Refer to the Instructions for further details.

People Trained	Est. # Trained
Advocacy Organization Staff (NAACP, AARP)	
Attorneys/Law Students (Non Prosecutors)	
Batterer Intervention Program Staff	
Correction Personnel (probation, parole, and correctional facilities)	
Court Personnel (judges, clerks)	
Disability Organization Staff (non-governmental)	
Educators (teachers, administrators)	
Elder Organization Staff (non-governmental)	
Faith-based Organization Staff	
Government Agency Staff (vocational rehabilitation, food stamps, TANF)	
Health Professionals (doctors, nurses – not including SANE or SAFE's)	
Immigrant Organization Staff (non-governmental)	
Law Enforcement Officers	
Legal Services Staff (not including attorneys)	
Mental Health Professionals	
Military Command Staff	
Multidisciplinary Group	
Prosecutors	
Sex Offender Treatment Providers	
Sexual Assault Nurse/Forensic Examiners	
Social Service Organization Staff (food bank, homeless shelter)	
Substance Abuse Organization Staff	
Supervised Visitation and Exchange Center Staff	
Translators/Interpreters	
Tribal Government/Tribal Government Agency	
Victim Advocates (non-governmental, includes sexual assault, domestic violence and dual)	
Victim Assistants (governmental, includes victim-witness specialists/coordinators)	
Volunteers	
Other	
UNDUPLICATED TOTAL	0

Systems Improvement Area:

Check only those system improvement areas that describe the type of activities and services for which you are requesting funds. See instructions for further information See instructions for further information and examples of systems improvement projects.

EXHIBIT B1 - STATEMENT OF WORK (Goals and Objectives)

Applicants are limited to three goals with no more than three objectives for each goal. Objectives must be measurable and related to the personnel/consultants requested in the grant and any match personnel.

Goal 1: The Greeley Police Victim Assistance (GPVA) Coordinator will provide direct services to meet the needs of crime victims in the City of Greeley and the towns of Evans, LaSalle, Kersey, Eaton, Ault, Windsor, Johnstown, Milliken, and Nunn. The GPVAC agrees to respond when requested by the Weld County Sheriff's Office to the jurisdictions they serve.

	Objective/Position Title Responsible	Intended Outcome/Impact	Data Collection	Timeframe
1.1	The GPVA Coordinator/Volunteers will provide on scene crisis response to 400 crime victims.	Victims report they feel informed and supported and that they are aware of available resources.	Staff notes/callout forms. Client surveys.	During the 12 month grant period.
1.2	The GPVA Coordinator/Volunteers will refer 430 crime victims to appropriate services and resources.	Victims are informed and supported and are aware of available resources.	Staff notes/callout forms. Client surveys.	During the 12 month grant period.
1.3				

Goal 2 (If needed): The GPVA Coordinator will continue to provide and expand culturally appropriate services to all English speaking, non-English speaking, and underserved primary and secondary victim of child physical or sexual abuse, domestic violence, adult sexual assault, elder abuse, survivors of homicide, and human trafficking in our service areas.

	Objective/Position Title Responsible	Intended Outcome/Impact	Data Collection	Timeframe
2.1	The GPVA Coordinator will recruit and train 20-30 volunteers to provide 24/7/365 coverage to crime victims with access to language line for translation.	Volunteers will provide 24/7/365 coverage to respond to all crime victims.	Staff documentation of frequency of the use of translation services. Client satisfaction surveys.	During the 12 month grant period.
2.2	The GPVA Coordinator will maintain 3 volunteers to provide on-call translation to 25 monolingual crime victims.	Monolingual victims of crime will be able to meaningfully participate in the criminal justice system and access necessary services.	Staff documentation of frequency of the use of translation services. Client satisfaction surveys.	During the 12 month grant period.
2.3				

Goal 3 (If needed): The GPVA Program will make available a $1,000.00 Emergency Financial Assistance Fund to the victims served by this Project one time in a 12-month period. Limited transportation (i.e. bus fare, taxi services,) emergency hotel stays, or other emergent needs. Male victim of domestic violence or sexual assault as well as other victim not served by other area resources will be a priority.

	Objective/Position Title Responsible	Intended Outcome/Impact	Data Collection	Timeframe
3.1	The GPVA Coordinator will manage non-duplicated emergency fund assistance available 24/7/365.	Victims report they feel informed and financial supported.	Staff documentation. Expenditure logs maintained by financial officer.	During the 12 month grant period.
3.2	The GPVA Coordinator/Volunteers will provide information and support to 20 eligible crime victims 24/7/365.	Victims report they feel informed and supported and are aware of available resources.	Staff notes/call out forms. Client surveys	During the 12 month grant period.
3.3				

Quality Assurance Plan:

Describe the approach for evaluating the project in response to the stated objectives, intended outcomes/impact and data collection. See instructions for further information. (maximum length = 5,000 characters)

The GPVA Program utilizes a client survey which provides us direct feedback. GPVA Coordinators review and evaluate returned surveys. We will continue to seek feedback from other departments and agencies. We consult with patrol and investigation personnel periodically to determine if improvements are necessary and how we can provide enhanced services.

EXHIBIT B2- BUDGET AND BUDGET NARRATIVE (Budget: Personnel)

Each position must be listed separately and be accompanied by a description that provides justification for the amount requested and details the basis for determining the cost of each position. For each position, explain how the salary and fringe benefit rates were determined. See instructions for further information.

PERSONNEL (TOTALS SUMMARY)

	Annual Amount ($)	Total to be Paid by Grant Funds ($)
Totals	$100,853	$83,588

Position Title	Annual Amount ($)	Total To Be Paid By Grant Funds ($)
Victim Assistance Coordinator - Heather Brownell	$81,487	$65,190
Victim Assistance Administrative Specialist - TBA	$19,366	$18,398

Personnel Details

Position Title and Name: Victim Assistance Coordinator - Heather Brownell

	Annual Amount ($)	% To Be Paid By Grant Funds	Total To Be Paid By Grant Funds ($)
Salary	$56,646	80.00%	$45,317
Fringe	$24,841	80.00%	$19,873
TOTALS	$81,487		$65,190

Hours per week position works for agency: 40

Budget Narrative and Justification:

(maximum length = 1,000 characters)

The Victim Assistance Coordinator provides direct services to primary and secondary victims as well as supervises volunteers that deal directly with victims of crime. This year we are requesting 80% salary and benefits.

Salary: $56,646 x 80% OVP = $45,317. This includes a 2.5% increase and $4,602 for standby pay.
Benefits: LTD ($288), Health ($13,509), Life ($111), Dental ($390), Workers Comp ($2,811), Pension ($3,399), FICA ($3,512), and Medicare ($821) for a total of $24,841. OVP portion of 80% of the benefits = $19,873.

Personnel Details

Position Title and Name: Victim Assistance Administrative Specialist - TBA

	Annual Amount ($)	% To Be Paid By Grant Funds	Total To Be Paid By Grant Funds ($)
Salary	$17,550	95.00%	$16,673
Fringe	$1,816	94.99%	$1,725
TOTALS	$19,366		$18,398

Hours per week position works for agency: 25

Budget Narrative and Justification:

(maximum length = 1,000 characters)

The Victim Assistance Administrative Specialist will be responsible for entering victim and case information into CiviCore, our new victim tracking database, as well as maintaining statistical data for grant reporting and preparing reports documenting casework. This position would also assist in providing direct services to primary and secondary victims. This would be a new non-benefited position funded at 100%.

Salary: $13.50 per hour x 25 hours per week x 52 weeks per year = $17,550
Benefits: FICA ($1,088), Medicare ($254), Workers Comp ($474) for a total of $1,816.

EXHIBIT B2 - BUDGET AND BUDGET NARRATIVE (Personnel Match)

	Amount Recommended/ Requested ($)	Match ($)
Total	$83,588	$21,597

Item	Type of Match	Budget Narrative and Justification	Total ($)
Heather Brownell Salary	In-kind	Volunteer Victim Advocates - 2,160 hours @ $10 per hour ($86,388 divided by 4 = $21,597)	$21,597

Personnel Details (Match)

Item: Heather Brownell Salary

Type of Match: In-kind

Budget Narrative and Justification:

Please include in your description the source of match funds (i.e. local VALE, etc.) (maximum length = 1,000 characters)

Volunteer Victim Advocates - 2,160 hours @ $10 per hour
($86,388 divided by 4 = $21,597)

Total($): $21,597

EXHIBIT B2 - BUDGET AND BUDGET NARRATIVE (Supplies & Operating)

Each item must be listed and be accompanied by a description that provides justification for the budget items and details the basis for determining the cost of each item. See instructions for further information.

Totals Summary

	Amount Recommended/ Requested ($)
Total	$2,800

Item	Budget Narrative and Justification	Total ($)
Emergency Financial Assistance Fund	We are requesting a $1,000 Emergency Financial Assistance Fund which will be monitored by the VOC...	$1,000
CiviCore Database Monthly Maintenance Fees	We are requesting $1,800 ($150 per month x 12 months) for the monthly maintenance fee for CiviCor...	$1,800

Supplies & Operating Details

Item: Emergency Financial Assistance Fund

Budget Narrative and Justification:

(maximum length = 1,000 characters)

We are requesting a $1,000 Emergency Financial Assistance Fund which will be monitored by the VOCA Project Director and the Greeley Police Department Fiscal Manager. This fund will provide limited transportation and/or emergency housing in Northern Colorado partnering hotels for a maximum of 2-3 nights, or for other emergent needs when a Victim Rights crime occurs to male victims of domestic violence or sexual assault as well as other victims not served by our local domestic violence shelter.

Total($): $1,000

Supplies & Operating Details

Item: CiviCore Database Monthly Maintenance Fees

Budget Narrative and Justification:

(maximum length = 1,000 characters)

We are requesting $1,800 ($150 per month x 12 months) for the monthly maintenance fee for CiviCore, our new victim tracking database. Due to the increased reporting requirements for the VOCA grant, we had to update our tracking software to capture the newly required information. This will allow the Greeley Police Department to be in a better position to assure compliance with grantor data collection and reporting requirements.

Total($): $1,800

EXHIBIT B2 - BUDGET AND BUDGET NARRATIVE (Supplies & Operating Match)

Totals Summary

	Amount Recommended/ Requested ($)	Match ($)
Total	$2,800	$2,800

Item	Type of Match	Budget Narrative and Justification	Total ($)
This list contains no items			

EXHIBIT B2 - BUDGET AND BUDGET NARRATIVE (Travel)

Each travel request must be listed and accompanied by a description that provides justification for the items and details the basis for determining the cost of each item. For each item requested, explain the relationship of each travel related item to the project. See instructions for further information.

Totals Summary

	Amount Recommended/ Requested ($)
Total	$0

Item	Budget Narrative and Justification	Total ($)
This list contains no items		

EXHIBIT B2 - BUDGET AND BUDGET NARRATIVE (Travel Match)

Totals Summary

	Amount Recommended/ Requested ($)	Match ($)
Total	$0	$0

Item	Type of Match	Budget Narrative and Justification	Total ($)
This list contains no items			

EXHIBIT B2 - BUDGET AND BUDGET NARRATIVE (Equipment)

Each piece of equipment must be listed and be accompanied by a description that provides justification for the budget items and details the basis for determining the cost of each item. For each item listed, explain why the proposed equipment is essential to implementing the project. See instructions for further information.

Totals Summary

	Amount Recommended/ Requested ($)
Total	$0

Item	Budget Narrative and Justification	Total ($)
This list contains no items		

EXHIBIT B2 - BUDGET AND BUDGET NARRATIVE (Equipment Match)

Totals Summary

	Amount Recommended/ Requested ($)	Match ($)
Total	$0	$0

Item	Type of Match	Budget Narrative and Justification	Total ($)
This list contains no items			

EXHIBIT B2 - BUDGET AND BUDGET NARRATIVE (Professional Services & Consultants)

Each vendor must be listed separately and be accompanied by a description that provides justification for the budget items and details the basis for determining the cost of each item. For each consulting organization or individual added, explain how the hourly rate or flat rate was determined. See instructions for further information.

Totals Summary

	Amount Recommended/ Requested ($)
Total	$0

Item	Budget Narrative and Justification	Total ($)
This list contains no items		

EXHIBIT B2 - BUDGET AND BUDGET NARRATIVE (Professional Services & Consultants Match)

Totals Summary

	Amount Recommended/ Requested ($)	Match ($)
Total	$0	$0

Item	Type of Match	Budget Narrative and Justification	Total ($)
This list contains no items			

EXHIBIT B2 - BUDGET AND BUDGET NARRATIVE (Indirect Costs)

Totals Summary

	Amount Recommended/ Requested ($)	Recommended ($)	Difference From Previous Amount ($)
Total	$0	$0	$0

Item	Item Description	Total ($)
This list contains no items		

EXHIBIT B2 - BUDGET AND BUDGET NARRATIVE (Indirect Costs Match)

Totals Summary

	Amount Recommended ($)	Match ($)
Total	$0	$0

Item	Type of Match	Item Description	Total ($)
This list contains no items			

EXHIBIT B2 - BUDGET AND BUDGET NARRATIVE (Budget Total Request)

	Amount Requested ($)	Match ($)	Total Budget ($)
PERSONNEL	$83,588	$21,597	$105,185
SUPPLIES & OPERATING	$2,800	$0	$2,800
TRAVEL	$0	$0	$0
EQUIPMENT	$0	$0	$0
PROFESSIONAL SERVICES/CONTRACT CONSULTANTS	$0	$0	$0
INDIRECT/ADMIN COSTS	$0	$0	$0
GRAND TOTAL	$86,388	$21,597	$107,985

Match Calculation:

Grantee Match Requirement	Match Amount Required	Current Calculated Match Percentage
20%	$21,597	20.00%

Additional Project Funding

Will this project be funded using ADDITIONAL FUNDS other than those provided from this grant? Yes

If "Yes", list the type and approximate amount of other funding that will be used to support this project. Do not include in-kind match.

	Description	Amount ($)
Federal		
State		
County Government		
Municipal Government	Towns of Eaton, Johnstown, Nunn, and Windsor	$2,500
Local VALE	19th Judicial VALE	$67,163
Private		
Other (Specify)	Municipal Court Surcharge	$71,011
	ADDITIONAL PROJECT FUNDING TOTAL:	$140,674

Please describe all sources of funding that you have solicited or plan to solicit and indicate if the funds have been approved or are pending:

(maximum length = 2,000 characters)

For the Greeley Police Department Victim Services Unit, there are three major sources of funding. Although the municipal court surcharge was eliminated in 2011, there is still a balance remaining which is restricted to activities associated with victim services and assistance. The amount allocated in 2016 from this surcharge is $71,011. In 2016, the unit is requesting $72,378 in local VALE funds. This funding will be available from July 1, 2016 to June 30, 2017. The unit currently has a local VALE grant in the amount of $67,163 for personnel, operating expenses, and mileage that goes from July 1, 2015 to June 30, 2016. The unit also receives local VALE grants for training and equipment. In 2013, the unit started asking the outside agencies it serves for contributions to the Victim Assistance Unit. So far in 2016, the unit has received $2,500 from four of the nine outside agencies (Eaton, Johnstown, Nunn, and Windsor).

Financial Management

1. What accounting system does your organization use?

List the name and a brief description of the system.

The City of Greeley's accounting system is Sungard Pentamation Finance Plus, which is an enterprise-wide financial system for local government. It is a fund accounting system which adheres to all GAAP, GASB, and GAAFR requirements. The real-time database maintains fiscal, purchasing, and budgeting information.

2. This grant will be on a cost reimbursement basis. What will be your organization's source of cash and how will your organization manage its cash flow between the time costs are incurred and reimbursed?

The City of Greeley's general fund has cash available to fund the expenses between the time they are incurred and reimbursed by the grant.

3. Which of the following applies to your agency: Agency has expended over $750,000 in federal funding in the last calendar year from all combined sources.

Please submit the most recent A-133 audit and Management Letter to DCJ.

3a. Date of most recent A-133 Audit, Financial Audit or Financial Review: 12/31/2014

3b. Date sent to DCJ: 08/12/2015

3c. Were there any findings, questioned costs or unallocated costs? Yes

Please submit audit resolutions and/or corrective action plans to DCJ.

4. Does your accounting system separate all revenues and expenditures by funding source? Yes

5. Does your accounting system track revenues and expenditures for each grant award separately through a sub-ledger system? Yes

6. Does your accounting system allow expenditures to be classified by the broad budget categories listed in the approved budget in your grant, i.e. Personnel, Supplies and Operating, Travel, Equipment and Professional Services? Yes

7. Does your organization have written financial policies and procedures (specific to grants) in place that describe items such as: meeting all grant requirements, the preparation of grant financial reports and statements, the disclosure of financial documents, the ability for staff to prevent and detect misstatements in financial reporting, a method to trace funds, and a process to maintain and safeguard all cash, real and personal property, and other assets?	Yes
8. Is this grant request for less than $100,000?	Yes
9. Is this grant request for a new project?	No
10. Has your organization been in existence for three (3) years or more?	Yes
11. Does the staff assigned to this project have two (2) or more year's prior experience with projects with the same or similar requirements?	Yes
12. Does your organization have internal controls in place, such as: a review process to determine reasonableness, allowability and allocability of costs, separation of duties, dual signatures on certain checks, reconciliations or other fiduciary oversight?	Yes
13. Does your organization reconcile sub-ledgers to your general ledger at least monthly?	Yes
14. Are accounting records supported by source documentation such as invoices, receipts, timesheets, etc.?	Yes
15. Does your organization routinely record the grant number or other unique identifier on all source documents such as invoices, receipts, time records, deposit records, etc.?	Yes
16. Does your organization maintain time sheets approved by the employee, supervisor and project director for each employee paid by these grant funds?	Yes
17. Will this grant funded project generate program income?	No
18. If your agency is a non-profit, do the Board bylaws and policies describe the involvement of the Board in the financial oversight and direction of your agency?	Not Applicable

19. Does your accounting system have the ability to track in-kind and/or cash match funds?	Not Applicable
20. Are you able to ensure that you will not be using these grant funds to provide services that will be paid by Victim Compensation?	Yes

EXHIBIT C – SAMPLE OPTION LETTER

STATE OF COLORADO
Department of Public Safety, Division of Criminal Justice
OPTION LETTER

Date	State Fiscal Year	Option Letter #	CMS Routing #

1) OPTIONS: Applicable options.
a. Option to renew only (for an additional term)
b. Change in the amount of goods within current term
c. Change in amount of goods in conjunction with renewal for additional term
d. Level of service change within current term
e. Level of service change in conjunction with renewal for additional term
f. Option to initiate next phase of a contract

2) REQUIRED PROVISIONS.

a. In accordance with Section(s) _____ of the Original Contract between the State of Colorado, Department of Public Safety, Division of Criminal Justice and _____, the State hereby exercises its option for an additional term beginning _____ and ending on _____ at a _____ specified in Section _____ .

b. In accordance with Section(s) _____ of the Original Contract between the State of Colorado, Department of Public Safety, Division of Criminal Justice and _____ , the State hereby exercises its option to _____ in the amount of _____ at the same rate(s) as specified in _____ .

c. In accordance with Section _____ of the Original Contract between the State of Colorado, Department of Public Safety, Division of Criminal Justice and _____, the State hereby exercises its option for an additional term beginning _____ and ending on _____ at a _____ specified in Section _____, AND/OR _____ in the amount of _____ at the same rate(s) as specified in _____ .

d. In accordance with Section(s) _____ of the Original Contract between the State of Colorado, Department of Public Safety, Division of Criminal Justice and _____, the State hereby exercises its option to initiate Phase _____ for the term beginning _____ and ending on _____ at the _____ specified in Section _____ .

e. The amount of the current Fiscal Year contract value is _____ by _____ to a new contract value of _____ as consideration for _____ ordered under the contract for the current fiscal year _____. The first sentence in Section _____ is hereby modified accordingly. The total contract value including all previous amendments, option letters, etc. is _____ .

3) EFFECTIVE DATE. The effective date of this Option Letter is upon approval of the State Controller or _____, whichever is later.

STATE OF COLORADO

John W. Hickenlooper, GOVERNOR
Department of Public Safety, Division of Criminal Justice

By: _____ Date: _____
Jeanne M. Smith, Director

ALL GRANTS REQUIRE APPROVAL BY THE STATE CONTROLLER

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

STATE CONTROLLER

Robert Jaros, CPA, MBA, JD

By: _____ Date: _____
Department of Public Safety, George Kelley, Procurement Director

EXHIBIT D – SAMPLE GRANT FUNDING CHANGE LETTER

STATE OF COLORADO
Department of Public Safety, Division of Criminal Justice
GRANT FUNDING CHANGE LETTER

Date	Original Contract CMS #	Grant Funding Change Letter #	CMS Routing #

TO: _____

In accordance with Section _____ of the Original Contract between the State of Colorado, Department of Public Safety, Division of Criminal Justice, and _____ beginning _____ and ending on _____, the undersigned commits the following funds to the Grant:

The amount of grant funds available and specified in Section _____ is increased/decreased by _____ to a new total funds available of _____ for the following reason:

_____

Section _____ is hereby modified accordingly.

This Grant Funding Letter does not constitute an order for services under this Grant.

The effective date of hereof is upon approval of the State Controller or _____, whichever is later.

STATE OF COLORADO

John W. Hickenlooper, GOVERNOR
Department of Public Safety, Division of Criminal Justice

By: _____ Date: _____
Jeanne M. Smith, Director

ALL GRANTS REQUIRE APPROVAL BY THE STATE CONTROLLER

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

STATE CONTROLLER

Robert Jaros, CPA, MBA, JD

By: _____ Date: _____
Department of Public Safety, George Kelley, Procurement Director

EXHIBIT E – SAMPLE CONTRACT AMENDMENT

STATE OF COLORADO
Department of Public Safety, Division of Criminal Justice
CONTRACT AMENDMENT

Amendment #	Original Contract CMS #	Amendment CMS #

1) PARTIES

This Amendment to the above-referenced Original Contract (hereinafter called the Contract) is entered into by and between _____(hereinafter called "Contractor"), and the STATE OF COLORADO acting by and through the Department of Public Safety, Division of Criminal Justice (hereinafter called the "State").

2) EFFECTIVE DATE AND ENFORCEABILITY

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

3) FACTUAL RECITALS

The Parties entered into the Contract for/to:

_____

4) CONSIDERATION - COLORADO SPECIAL PROVISIONS

The Parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support this Amendment. The Parties agree to replacing the Colorado Special Provisions with the most recent version (if such have been updated since the Contract and any modification thereto were effective) as part consideration for this Amendment. If applicable, such Special Provisions are attached hereto and incorporated by reference herein as:

_____

5) LIMITS OF EFFECT

This Amendment is incorporated by reference into the Contract, and the Contract and all prior amendments thereto, if any, remain in full force and effect except as specifically modified herein.

6) MODIFICATIONS

The Contract and all prior amendments thereto, if any, are modified as follows:

_____

7) START DATE

This Amendment shall take effect on the later of its Effective Date or _____.

8) ORDER OF PRECEDENCE

Except for the Special Provisions, in the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the Contract, the provisions of this Amendment shall in all respects supersede, govern, and control. The most recent version of the Special Provisions incorporated into the Contract or any amendment shall always control other provisions in the Contract or any amendments.

9) AVAILABLE FUNDS

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

THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

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

CONTRACTOR

Agency or Organization: _____
By: _____, _____
Signature: _____ **Date:** _____

STATE OF COLORADO

John W. Hickenlooper, GOVERNOR
Department of Public Safety, Division of Criminal Justice

By: _____ Date: _____
Jeanne M. Smith, Director

ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER

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

STATE CONTROLLER

Robert Jaros, CPA, MBA, JD

By: _____ Date: _____
Department of Public Safety, George Kelley, Procurement Director

DCJ FORM 30
CERTIFICATION OF COMPLIANCE WITH REGULATIONS
OFFICE FOR CIVIL RIGHTS, DEPARTMENT OF JUSTICE
FOR GRANTS ISSUED BY THE COLORADO DIVISION OF CRIMINAL JUSTICE (DCJ)

INSTRUCTIONS: Complete the table below with information found in the Grant Agreement. Read the form completely, ***identify the person responsible for reporting civil rights findings, certify that the required Civil Rights training has been completed, and check only one certification under "II" that applies to your agency****. Have your Signature Authority sign at the bottom of page 2, forward a copy to the person identified as being responsible for reporting civil rights findings and return the original to the Colorado Division of Criminal Justice, 700 Kipling, Ste. 1000, Denver, CO 80215, within 45 days of the grant award beginning date.*

Grant # 2015-VA-16-013720-19	**Grant Project Title:** Victim Assistance Unit		
Grantee Name (Funded Entity): Greeley Police Department			
Address: 2875 10th Street, Greeley, CO 80634			
Duration: Beginning date: 01/01/2017	End date: 12/31/2017	**Award: $** 86,388.00	
Project Director's Name & Phone #: Brooke Coughlin - (970) 573-2512			

Person responsible for reporting civil rights findings of discrimination: (Name, address & phone)

City of Greeley Human Resources
Sharon McCabe
1000 10th Street
Greeley, CO 80631
(970) 350-9714

I acknowledge that I viewed all of the trainings on Civil Rights available on DCJ's website at http://dcj.state.co.us/home/grants. I accept responsibility for ensuring that project staff understands their responsibilities as outlined in the presentations. I understand that if I have any questions about the material presented and my responsibilities as a grantee that I will contact my grant manager.

Project Director's Signature: _____

Date: _____

SIGNATURE AUTHORITY'S CERTIFICATION: As the Signature Authority for the above Grantee, I certify, by my signature below, that I have read and am fully cognizant of our duties and responsibilities under this Certification.

I. REQUIREMENTS OF GRANT RECIPIENTS: All grant recipients (regardless of the type of entity or the amount awarded) are subject to prohibitions against discrimination in any program or activity, and must take reasonable steps to provide meaningful access for persons with limited English proficiency.

♦I certify that this agency will maintain data (and submit when required) to ensure that: our services are delivered in an equitable manner to all segments of the service population; our employment practices comply with Equal Opportunity Requirements, 28 CFR 42.207 and 42.301 *et seq.*; our projects and activities provide meaningful access for people with limited English proficiency as required by Title VI of the Civil Rights Act, (*See also*, 2000 Executive Order #13166).

♦I also certify that the person in this agency or unit of government who is responsible for reporting civil rights findings of discrimination will submit these findings, if any, to the Division of Criminal Justice within 45 days of the finding, and/or if the finding occurred prior to the grant award beginning date, within 45 days of the grant award beginning date.

DCJ FORM 30:
CERTIFICATION OF COMPLIANCE WITH REGULATIONS,
OFFICE FOR CIVIL RIGHTS, DEPARTMENT OF JUSTICE (Continued)

II. EQUAL EMPLOYMENT OPPORTUNITY PLAN (EEOP) CERTIFICATIONS: Check the box before **ONLY ONE** APPROPRIATE CERTIFICATION (A, B, or C below) that applies to this grantee agency during the period of the grant duration noted above.

☐ **CERTIFICATION "A"** **[NO EEOP IS REQUIRED if (1), (2) or (3), below, apply.]** This is the Certification that most non-profits and small agencies will use. Check all that apply to your entity.

This funded entity:
☐ (1) is an educational, medical or non-profit organization or an Indian Tribe;
☐ (2) has less than 50 employees;
☐ (3) was awarded through this single grant award from the Colorado Division of Criminal Justice less than $25,000 in federal U.S. Department of Justice funds.

Therefore, I hereby certify that this funded entity is not required to maintain an EEOP, pursuant to 28 CFR §42.302.

☐ **CERTIFICATION "B"** **(EEOP MUST BE ON FILE)**

This funded entity, as a for-profit entity or a state or local government having 50 or more employees (counting both full- and part-time employees but excluding political appointees) and is receiving, through this single grant award from the Colorado Division of Criminal Justice, more than $25,000, but less than $500,000 in federal U.S. Department of Justice funds.

Therefore, I hereby certify that the funded entity has formulated an Equal Employment Opportunity Plan in accordance with 28 CFR §42.305, subpart E, that it has been signed into effect within the last two years by the proper authority and disseminated to all employees, and that it is on file for review or audit by the public, officials of the Division of Criminal Justice or the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice, as required by applicable federal law.

☐ **CERTIFICATION "C"** **(EEOP MUST BE SUBMITTED)** This funded entity, as a for-profit entity or a state or local government having 50 or more employees (counting both full- and part-time employees but excluding political appointees), and is receiving, through this single grant award from the Colorado Division of Criminal Justice, more than $500,000 in federal U.S. Department of Justice funds.

Therefore, I hereby certify that the funded entity will submit, within 60 days of the award, an EEOP in accordance with 28 CFR §42, subpart E, to Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice that will include a section specifically analyzing the grantee (implementing) agency. (If you have already submitted an EEOP applicable to this time period, send a copy of the letter received from the Office for Civil Rights showing that your EEOP is acceptable.)

As the Signature Authority for the above grantee, I certify, by my signature below, that I have read and am fully cognizant of our duties and responsibilities under this Certification. I, hereby, also certify that the content of this form, other than the data entry required, has not been altered.

[Signature Authority's signature]	**[Date]**
Roy Otto	City Manager
[Typed Name]	**[Title]**

* * * * * * * * * * *

This original signed form must be returned to the Colorado Division of Criminal Justice, 700 Kipling, Ste. 1000, Denver, CO 80215, within 45 days of the grant award beginning date. You must also forward a signed copy to the person identified in the box above. DCJ will forward a copy to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

Council Agenda Summary

November 15, 2016
Agenda Item Number 12
Key Staff Contact: Joel Hemesath, Public Works Director (970) 350-9795

Title
Consideration of a resolution of the City of Greeley Council authorizing the City to enter into an intergovernmental agreement with the Colorado Department of Transportation, Division of Transit and Rail Entitled "FTA Section 5339 Grant Agreement" for the purchase of a bus lift

Summary
As outlined in the additional appropriation, approved on September 20th 2016, the current lift located in the Transit Maintenance Facility was installed with the construction of the transit building in 1982. Over the past 34 years, that lift has become antiquated, and does not facilitate the needs of maintaining our fleet (i.e. inability to lift both axels at the same time, inability to lift the entire bus overhead, etc.). The approval of this IGA will formalize and officially make grant funds available for Federal Transit Administration's (FTA) 5339 funding for which the Colorado Department of Transportation (CDOT) administers and awarded to the City of Greeley.

The total cost of the new parallelogram lift is $293,553 of which 80% ($234,842) will be paid by FTA and 20% ($58,711) will be paid by the City of Greeley. The funds needed as local match for the grant, have been identified (i.e. bus capital savings and additional revenue) and documented in the additional appropriation approved on September 20th, 2016.

Fiscal Impact

Does this item create a fiscal impact on the City of Greeley?	Yes
If yes, what is the initial or onetime impact?	$58,711
What is the annual impact?	N/A
What fund of the City will provide funding?	General
What is the source of revenue within the fund?	Advertising
Is there grant funding for this item?	Yes
If yes, does this grant require a match?	Yes ($58,711)
Is this grant onetime or ongoing?	Onetime
Additional Comments: N/A	

Legal Issues
None – Reviewed by Attorneys

Other Issues and Considerations
N/A

Applicable Council Goal or Objective
Infrastructure & Growth – Public Facilities & Equipment

Decision Options

1. Adopt the resolution as presented; or
2. Amend the resolution and adopt as amended; or
3. Deny the resolution; or
4. Continue consideration of the resolution to a date certain.

Council's Recommended Action

A motion to adopt the Resolution.

Attachments

Resolution
Agreement

THE CITY OF GREELEY, COLORADO

RESOLUTION _____, 2016

A RESOLUTION OF THE CITY OF GREELEY COUNCIL AUTHORIZING THE CITY TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE COLORADO DEPARTMENT OF TRANSPORTATION, DIVISION OF TRANSIT AND RAIL ENTITLED "FTA SECTION 5339 GRANT AGREEMENT" FOR THE PURCHASE OF A BUS LIFT

WHEREAS, in accordance with C.R.S. § 29-1-203, governments may cooperate or contract with one another to provide any function, service, or facility lawfully authorized to each of the cooperating or contracting units of government; and

WHEREAS, the City of Greeley through its Transit Services Division must periodically perform maintenance work on its transit vehicles in order to continue to provide quality services to the transit ridership and to the citizens of the City of Greeley; and

WHEREAS, the Transit Services Division has identified the need to replace the lift as it has become antiquated, and does not facilitate the needs of maintaining its fleet; and

WHEREAS, the City of Greeley has been awarded a Federal Transit Administration grant pursuant to 49 U.S.C. § 5339 ("FTA Section 5339 grant") which provides capital funding to replace, rehabilitate or purchase buses; and

WHEREAS, the FTA Section 5339 grant award is in the amount of $234,842; and

WHEREAS, the Transit Division will use the FTA Section 5339 grant funds and $58,711 in local funding to purchase a new maintenance lift for the maintenance facility in the amount of $293,553; and

WHEREAS, it is in the best interest of the citizens of the City of Greeley for Council to enter into this Agreement.

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

Section 1. The City Council hereby authorizes the City to enter into an Intergovernmental Agreement with the Colorado Department of Transportation for acceptance of an FTA Section 5339 Grant, and authorizes the Director of Public Works to sign the grant pursuant to Section 2.07.040(b) of the Greeley Municipal Code.

Section 2. City staff is hereby authorized to make changes and modifications to the Agreement, so long as the substance of the Agreement remains unchanged.

Section 3. This Resolution shall become effective immediately upon its passage.

PASSED AND ADOPTED, SIGNED AND APPROVED THIS _____ day of _____, 2016.

ATTEST:

THE CITY OF GREELEY, COLORADO

_____
City Clerk

_____
Mayor

STATE OF COLORADO

Colorado Department of Transportation

Division of Transit and Rail
FTA Section 5339 Grant Agreement
with
CITY OF GREELEY

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1. PARTIES

This Grant ("Grant") is entered into by and between CITY OF GREELEY ("Grantee"), and the STATE OF COLORADO acting by and through the Colorado Department of Transportation, Division of Transit and Rail ("State" or "CDOT"). Grantee and the State hereby agree to the following terms and conditions.

2. EFFECTIVE DATE AND NOTICE OF NONLIABILITY

This Grant shall not be effective or enforceable until it is approved and signed by the Colorado State Controller or designee ("Effective Date"). Except as provided in Section 7(B)(ii), the State shall not be liable to pay or reimburse Grantee for any performance hereunder, including, but not limited to costs or expenses incurred, or be bound by any provision hereof prior to the Effective Date.

3. RECITALS

A. Authority, Appropriation, and Approval
Authority to enter into this Grant exists in CRS §§43-1-106, 43-1-110, 43-1-117.5, 43-1-701, 43-1-702 and 43-2-101(4)(c) as amended, and funds have been budgeted, appropriated and otherwise made available pursuant to the FAST ACT, MAP-21, SAFETEA_LU, 23 USC §104 and 23 USC §149 and a sufficient unencumbered balance thereof remains available for payment. Required approvals, clearance and coordination have been accomplished from and with appropriate agencies.

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

C. Purpose
In accordance with 49 USC §5339, the purpose of this Grant is to provide capital funding to replace, rehabilitate and purchase buses and related equipment and to construct bus-related facilities. The work to be completed under this Grant by the Grantee is more specifically described in **Exhibit A**.

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

4. DEFINITIONS

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

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

B. Evaluation
"Evaluation" means the process of examining Grantee's Work and rating it based on criteria established in **§6** and **Exhibits A, B, C** and **D**.

C. Exhibits and other Attachments
The following are attached hereto and incorporated by reference herein: **Exhibit A** (Scope of Work and Budget), **Exhibit B** (Additional FTA Requirements), **Exhibit C** (Non-Discrimination Notice), **Exhibit D** (Certifications and Assurances), **Exhibit E** (Verification of Payment), **Exhibit F** (Supplemental Federal Provisions for Federally Funded Contracts, Grants, and Purchase Orders-FFATA) and **Exhibit G** (Supplemental Federal Provisions for Federal Awards).

D. Federal Funds
"Federal Funds" means the funds provided by the Federal Transit Administration ("FTA") to fund performance of the work.

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

F. Grant
"Grant" means this Grant, its terms and conditions, attached exhibits, documents incorporated by reference under the terms of this Grant, and any future modifying agreements, exhibits, attachments or references incorporated herein.

G. Grant Funds
"Grant Funds" means available funds payable by the State to Grantee pursuant to this Grant.

H. Grantee
"Grantee" for the purposes of this Grant means the Grantee named in Section 1.

I. Local Funds
"Local Funds" means funds provided by any city, county, or entity (public or private) for performance of the Work and includes in-kind contribution.

J. Master Agreement
"Master Agreement" means the FTA document incorporated by reference and made part of FTA's standard terms and conditions governing the administration of a project supported with federal assistance awarded by FTA.

K. Other than Urbanized (Non-urbanized) Area
"Other than Urbanized (Nonurbanized) Area" means any area outside of an urbanized area. The term "nonurbanized area" includes Rural Areas and urban areas under 50,000 in population not included in an Urbanized Area.

L. Party or Parties
"Party" means the State or Grantee and "Parties" means both the State and Grantee.

M. Project
"Project" means Work identified in **Exhibit A**.

N. Public Transportation
"Public Transportation" for purposes of the federal transit program, has the same meaning as "transit," and "mass transportation," and:

(1) Includes transportation by a conveyance that provides regular and continuing:
   a. General transportation to the public, or
   b. Special transportation to the public, but

(2) Does not include:
   a. School bus transportation,
   b. Charter transportation
   c. Sightseeing transportation,
   d. Intercity bus transportation, or
   e. Intercity passenger rail transportation provided by Amtrak or a successor to the entity described in 49 USC chapter 243 (Amtrak).

O. Review
"Review" means examining Grantee's Work to ensure that it is adequate, accurate, correct and in accordance with the criteria established in **§6**, **§19** and **Exhibit A**.

P. Rural Area
"Rural Area" means an area with low population and density outside the boundaries of an urban area. However, the term "rural" is commonly used to refer to all areas other than urbanized areas and is so used in this Grant.

Q. Services
"Services" means the required services to be performed by Grantee pursuant to this Grant.

R. Subgrantee
"Subgrantee" means third-parties, if any, engaged by Grantee to aid in performance of its obligations.

S. Third Party Participant
"Third Party Participant" means, unless FTA determines otherwise in writing, all participants in the Grantee's Project that are not CDOT or FTA, such as:

1. Subgrantees,
2. Lessees,
3. Third party contractors,
4. Third party subcontractors, and
5. Other participants in the Grantee's Project.

T. Urban Area
"Urban Area" means an area that includes a municipality or other built-up place that the Secretary of Commerce, after considering local patterns and trends of urban growth, decides is appropriate for a local public transportation system to serve individuals in a locality.

U. Urbanized Area
"Urbanized Area" means an area encompassing a population of not less than 50,000 people that has been defined and designated in the most recent decennial census as an "urbanized area" by the Secretary of

Commerce. "Small urbanized areas" as used in the context of FTA formula grant programs are urbanized areas with a population of at least 50,000 but less than 200,000.

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

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

5. TERM

A. Initial Term-Work Commencement
This Agreement shall commence on **the Effective Date**, and funds shall be expended by **December 31, 2018** (the "End Date") as detailed under the Project Schedule in **Exhibit: A**. If the Work shall be performed in multiple phases, the period of performance start and end date of each phase is detailed under the Project Schedule in **Exhibit: A.** This Grant shall terminate on **December 31, 2018** unless sooner terminated or further extended as specified elsewhere herein.

B. Two Month Extension
The State, at its sole discretion upon written notice to Grantee as provided in **§16**, may unilaterally extend the term of this Grant for a period not to exceed two months if the Parties are negotiating a replacement Grant (and not merely seeking a term extension) at or near the end of any intial term or any extension thereof. The provisions of this Grant in effect when such notice is given, including, but not limited to prices, rates, and delivery requirements, shall remain in effect during the two month extension. The two-month extension shall immediately terminate when and if a replacement Grant is approved and signed by the Colorado State Controller.

6. STATEMENT OF WORK / CONTRACT OBJECTIVE PLAN

A. Completion
Grantee shall complete the Work and its other obligations as described herein and in **Exhibit A** on or before **December 31, 2018**. Except as provided in §7(B)(ii), the State shall not be liable to compensate Grantee for any Work performed prior to the Effective Date or after the termination of this Grant.

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

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

D. Federal Laws, Rules and Regulations
If the Grant Funds involves federal funding, Grantee understands and agrees that federal laws, rules and regulations will control the Work and its implementation. Unless a written waiver is granted, Grantee agrees to comply with all required federal laws, rules and regulations applicable to the Work, in addition to all State requirements.

7. PAYMENTS TO GRANTEE

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

A. Maximum Amount

The maximum amount payable under this Grant to Grantee by the State is **$234,842.00**, as determined by the State from available funds. Grantee agrees to provide any additional funds required for the successful completion of the Work. Payments to Grantee are limited to the unpaid obligated balance of the Grant as set forth in **Exhibit A**.

B. Payment

i. Matching Funds

The Subrecipient shall provide matching funds as provided in **§7** and **Exhibit A**. Subrecipient shall have raised the full amount of matching funds prior to the Effective Date and shall report to the State regarding the status of such funds upon request. The Subrecipient's obligation to pay all or any part of any matching funds, whether direct or contingent, only extends to funds duly and lawfully appropriated for the purposes of this Agreement by the authorized representatives of the Subrecipient and paid into the Subrecipient's treasury or bank account.

The Subrecipient represents to the State that the amount designated "Subrecipient's Matching Funds" in **Exhibit A** has been legally appropriated for the purposes of this Agreement by its authorized representatives and paid into its treasury or bank account. The Subrecipient does not by this Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and this Agreement is not intended to create a multiple-fiscal year debt of the Subrecipient. The Subrecipient shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by the Local Agency's laws or policies.

ii. Retroactive Payments

The State shall pay Grantee for costs or expenses incurred or performance by the Grantee prior to the Effective Date, only if (1) the Grant Funds involve federal funding and (2) federal laws, rules and regulations applicable to the Work provide for such retroactive payments to the Grantee. Any such retroactive payments shall comply with State Fiscal Rules and be made in accordance with the provisions of this Grant or such Exhibit. Grantee shall initiate any payment request by submitting invoices to the State in the form and manner set forth and approved by the State. As authorized by the FTA, such Grantee share (local funds) may include costs or expenses incurred or performance by the Grantee prior to the Effective Date.

iii. Reimbursement of Subrecipient Costs

The State shall reimburse the Subrecipient's allowable costs, not exceeding the maximum total amount described in **Exhibit A** and **§7**. The State shall reimburse the Subrecipient for the federal share of properly documented allowable costs related to the Work after review and approval thereof, subject to the provisions of this Agreement and **Exhibit A**. However, any costs incurred by the Subrecipient prior to the Effective Date shall not be reimbursed absent specific allowance of preaward costs and indication that the Federal Award funding is retroactive. Allowable costs shall be:

a) Reasonable and Necessary

Reasonable and necessary to accomplish the Work and for the Goods and Services provided.

b) Net Cost

Actual net cost to the Subrecipient (i.e. the price paid minus any items of value received by the Subrecipient that reduce the cost actually incurred).

iv. Available Funds-Contingency-Termination

The State is prohibited by law from making fiscal commitments beyond the term of the State's current fiscal year. Therefore, Grantee's compensation is contingent upon the continuing availability of State appropriations as provided in the Colorado Special Provisions, set forth below. If federal

funds are used with this Grant in whole or in part, the State's performance hereunder is contingent upon the continuing availability of such funds. Payments pursuant to this Grant shall be made only from available funds encumbered for this Grant and the State's liability for such payments shall be limited to the amount remaining of such encumbered funds. If State or federal funds are not appropriated, or otherwise become unavailable to fund this Grant, the State may immediately terminate this Grant in whole or in part without further liability in accordance with the provisions herein.

v. Invoicing

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

vi. Interest

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

vii. Closeout

The Subrecipient shall close out this Grant within 90 days after the End Date. Grant close out entails submission to the State by the Subrecipient of all documentation defined as a Deliverable in this Agreement, and Subrecipient's final reimbursement request. The State shall withhold 5% of the allowable costs until all final project documentation has been submitted and accepted by State as substantially complete. If the project has not been closed by [Federal awarding agency] within 1 year and 90 days after the End Date due to Subrecipient's failure to submit required documentation that the State has requested from the Subrecipient, then the Subrecipient may be prohibited from applying for new Federal Awards through the State until such documentation has been submitted and accepted.

viii. Erroneous Payments

The closeout of a federal award does not affect the right of [Federal Awarding Agency] or [PTE] to disallow costs and recover funds on the basis of a later audit or other review. Any cost disallowance recovery is to be made within the record retention period.

8. REPORTING - NOTIFICATION

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

A. Performance, Progress, Personnel, and Funds

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

B. Litigation Reporting

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

C. Noncompliance

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

D. Subgrants

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

E. Performance and Final Status

Party shall submit, all financial, performance, and other reports to State no later than 90 calendar days after the End Date or sooner termination of this Agreement containing an Evaluation and Review of Subrecipient's performance and the final status of Subrecipient's obligations hereunder.

F. Violations Reporting

Subrecipient must disclose, in a timely manner, in writing to the State and to the Federal Awarding Agency responsible for issuance of the Federal Award, all violations of Federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting the Grant. Penalties for noncompliance may include suspension or debarment (2 CFR Part 180 and 31 U.S.C. 3321).

9. GRANTEE RECORDS

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

A. Maintenance

Grantee shall make, keep, maintain, and allow inspection and monitoring by the State of a complete file of all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to the Work or the delivery of Services (including, but not limited to the operation of programs) or Goods hereunder. Grantee shall maintain such records (the Record Retention Period) for a period of three years following the date of submission to the State of the final expenditure report, or if this Grant is renewed quarterly or annually, from the date of the submission of each quarterly or annual report, respectively. If any litigation, claim, or audit related to the Grant starts before expiration of the Record Retention Period, the Record Retention Period shall extend until all litigation, claims, or audit findings have been resolved and final action taken by the State or Federal Awarding Agency. The Federal Awarding Agency, a cognizant agency for audit, oversight or indirect costs, and the State may notify Grantee in writing that the Record Retention Period shall be extended. For records for real property and equipment, the Record Retention Period shall extend three years following final disposition of such property.

B. Inspection

Grantee shall permit the State, the federal government and any other duly authorized agent of a governmental agency to audit, inspect, examine, excerpt, copy and/or transcribe Grantee's records related to this Grant during the Record Retention Period for a period of three years following termination of this Grant or final payment hereunder, whichever is later, to assure compliance with the terms hereof or to evaluate Grantee's performance hereunder. The State reserves the right to inspect the Work at all reasonable times and places during the term of this Grant, including any extension. If the Work fails to conform to the requirements of this Grant, the State may require Grantee promptly to bring the Work into conformity with Grant requirements, at Grantee's sole expense. If the Work cannot be brought into conformance by re-performance or other corrective measures, the State may require Grantee to take necessary action to ensure that future performance conforms to Grant requirements and exercise the remedies available under this Grant, at law or in equity in lieu of or in conjunction with such corrective measures.

C. Monitoring

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

D. Final Audit Report

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

10. CONFIDENTIAL INFORMATION-STATE RECORDS

Grantee shall comply with the provisions of this **§10** if it becomes privy to confidential information in connection with its performance hereunder. Confidential information, includes, but is not necessarily limited to, any State records, personnel records, and information concerning individuals. Such information shall not include information required to be disclosed pursuant to the Colorado Open Records Act, CRS §24-72-101 *et seq*.

A. Confidentiality

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

B. Notification

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

C. Use, Security, and Retention

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

D. Disclosure-Liability

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

11. CONFLICTS OF INTEREST

Subrecipient shall not engage in any business or personal activities or practices or maintain any relationships that conflict in any way with the full performance of Subrecipient's obligations hereunder. Such a conflict of interest would arise when a Subrecipient's employee, officer or agent, or any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or receives a tangible personal benefit from Subrecipient's receipt of the Federal Award and/or entry into this Grant Agreement. Officers, employees and agents of the Subrecipient may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts.

Subrecipient acknowledges that with respect to this Grant Agreement, even the appearance of a conflict of interest is harmful to the State's interests. Absent the State's prior written approval, Subrecipient shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Subrecipient's obligations to the State hereunder. If a conflict or the appearance of a conflict exists, or if Subrecipient is uncertain whether a conflict or the appearance of a conflict of interest exists, Subrecipient shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Failure to promptly submit a disclosure statement or to follow the State's direction in regard to the apparent conflict constitutes a breach of this Grant Agreement.

12. REPRESENTATIONS AND WARRANTIES

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

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

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

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

13. INSURANCE

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

A. Grantee

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

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

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

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

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

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

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

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

vi. Cancellation
The above insurance policies shall include provisions preventing cancellation or non-renewal without at least 45 days prior notice to the Grantee and Grantee shall forward such notice to the State in accordance with **§16** (Notices and Representatives) within seven days of Grantee's receipt of such notice.

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

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

14. BREACH

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

B. Notice and Cure Period
In the event of a breach, notice of such shall be given in writing by the aggrieved Party to the other Party in the manner provided in **§16**. If such breach is not cured within 30 days of receipt of written notice, or if a cure cannot be completed within 30 days, or if cure of the breach has not begun within 30 days and pursued with due diligence, the State may exercise any of the remedies set forth in **§15**. Notwithstanding anything to the contrary herein, the State, in its sole discretion, need not provide advance notice or a cure period and may immediately terminate this Grant in whole or in part if reasonably necessary to preserve public safety or to prevent immediate public crisis.

15. REMEDIES

If Grantee is in breach under any provision of this Grant, the State shall have all of the remedies listed in this **§15** in addition to 49 CFR §18.43 and all other remedies set forth in other sections of this Grant following the notice and cure period set forth in **§14(B),** provided however, that the State may terminate this Grant pursuant to **§15(B)** without a breach. The State may exercise any or all of the remedies available to it, in its sole discretion, concurrently or consecutively.

A. Termination for Cause and/or Breach

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

i. Obligations and Rights

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

ii. Payments

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

iii. Damages and Withholding

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

B. Early Termination in the Public Interest

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

i. Method and Content

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

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

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

C. Remedies Not Involving Termination
The State, in its sole discretion, may exercise one or more of the following remedies in addition to other remedies available to it:

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

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

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

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

v. Intellectual Property

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

16. NOTICES and REPRESENTATIVES

Each individual identified below is the principal representative of the designating Party. All notices required to be given hereunder shall be hand delivered with receipt required or sent by certified or registered mail to such Party's principal representative at the address set forth below. In addition to, but not in lieu of a hard-copy notice, notice also may be sent by e-mail to the e-mail addresses, if any, set forth below. Either Party may from time to time designate by written notice substitute addresses or persons to whom such notices shall be sent. Unless otherwise provided herein, all notices shall be effective upon receipt.

A. State:

Jane Hickey
Division of Transit and Rail
4201 E. Arkansas Ave.
Denver, CO 80222
303-757-9237
jane.hickey@state.co.us

B. Grantee:

Will Jones
CITY OF GREELEY
1200 A Street
GREELEY, CO, 80634
970-350-9751
will.jones@greeleygov.com

17. RIGHTS IN DATA, DOCUMENTS, AND COMPUTER SOFTWARE

Grantee agrees to provide to the State a royalty-free, non-exclusive and irrevocable license to reproduce publish or otherwise use and to authorize others to use the Work Product described herein, for the Federal Government and State purposes. All Work Product shall be delivered to the State by Grantee upon completion or termination hereof.

18. GOVERNMENTAL IMMUNITY

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

19. STATEWIDE CONTRACT MANAGEMENT SYSTEM

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

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

Grantee's performance shall be subject to Evaluation and Review in accordance with the terms and conditions of this Grant, State law, including CRS §24-103.5-101, and State Fiscal Rules, Policies and Guidance. Evaluation and Review of Grantee's performance shall be part of the normal Grant administration process and

Grantee's performance will be systematically recorded in the statewide Contract Management System. Areas of Evaluation and Review shall include, but shall not be limited to quality, cost and timeliness. Collection of information relevant to the performance of Grantee's obligations under this Grant shall be determined by the specific requirements of such obligations and shall include factors tailored to match the requirements of Grantee's obligations. Such performance information shall be entered into the statewide Contract Management System at intervals established herein and a final Evaluation, Review and Rating shall be rendered within 30 days of the end of the Grant term. Grantee shall be notified following each performance Evaluation and Review, and shall address or correct any identified problem in a timely manner and maintain work progress.

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

20. GENERAL PROVISIONS

A. Assignment and Subgrants

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

B. Binding Effect

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

C. Captions

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

D. Counterparts

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

E. Entire Understanding

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

F. Indemnification-General

Grantee shall indemnify, save, and hold harmless the State, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related costs, incurred as a result of any act or omission by Grantee, or its employees, agents, Subgrantees, or assignees pursuant to the terms of this Grant; however, the provisions hereof shall not be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions, of the GIA, or the Federal Tort Claims Act, 28 USC 2671 *et seq.*, as applicable, as now or hereafter amended.

G. Jurisdiction and Venue

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

H. Modification

i. By the Parties:

Except as specifically provided in this Grant, modifications of this Grant shall not be effective unless agreed to in writing by the Parties in an amendment to this Grant, properly executed and approved in

accordance with applicable Colorado State law, State Fiscal Rules, and Office of the State Controller Policies, including, but not limited to, the policy entitled MODIFICATIONS OF CONTRACTS - TOOLS AND FORMS.

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

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

i. **Exhibit F** (Supplemental Federal Provisions),
ii. **Exhibit B** (Additional FTA Requirements),
iii. Colorado Special Provisions,
iv. The Provision of the main body of this Grant,
v. **Exhibit A** (Scope of Work and Budget),
vi. **Additional** Exhibits in the order in which they appear.

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

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

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

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

N. Waiver
Waiver of any breach of a term, provision, or requirement of this Grant, or any right or remedy hereunder, whether explicitly or by lack of enforcement, shall not be construed or deemed as a waiver of any subsequent breach of such term, provision or requirement, or of any other term, provision, or requirement.

O. CORA Disclosure
To the extent not prohibited by federal law, this Grant and the performance measures and standards under CRS §24-103.5-101, if any, are subject to public release through the Colorado Open Records Act, CRS §24-72-101, *et seq*.

21. COLORADO SPECIAL PROVISIONS

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

A. CONTROLLER'S APPROVAL. CRS §24-30-202 (1)
This Grant shall not be deemed valid until it has been approved by the Colorado State Controller or designee.

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

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

C. GOVERNMENTAL IMMUNITY

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

D. INDEPENDENT CONTRACTOR

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

E. COMPLIANCE WITH LAW

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

F. CHOICE OF LAW

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

G. BINDING ARBITRATION PROHIBITED

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

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

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

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

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

J. VENDOR OFFSET. CRS §§24-30-202 (1) and 24-30-202.4
[*Not applicable to intergovernmental agreements*]
Subject to CRS §24-30-202.4 (3.5), the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: (a) unpaid child support debts or child support arrearages; (b) unpaid balances of tax, accrued interest, or other charges specified in CRS §39-21-101, *et seq.*; (c) unpaid loans due to the Student Loan Division of the Department of Higher Education; (d) amounts required to be paid to the Unemployment Compensation Fund; and (e) other unpaid debts owing to the State as a result of final agency determination or judicial action.

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

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

SPs Effective 1/1/09

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22. SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS GRANT

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

GRANTEE CITY OF GREELEY	STATE OF COLORADO John W. Hickenlooper, Governor Colorado Department of Transportation Shailen P. Bhatt– Executive Director
By: Print Name of Authorized Individual **Title:** Print Title of Authorized Individual *Signature **Date:** _____	**By:** Signatory avers to the State Controller or delegate that, except as specified herein, Grantee has not begun performance or that a Statutory Violation waiver has been requested under Fiscal Rules **Date:** _____
2nd Grantee Signature if Needed **By:** Print Name of Authorized Individual **Title:** Print Title of Authorized Individual *Signature **Date:** _____	

ALL GRANTS REQUIRE APPROVAL BY THE STATE CONTROLLER

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

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By:_____
Colorado Department of Transportation

Date:_____

23. EXHIBIT A - SCOPE OF WORK AND BUDGET

City of Greeley – Transit Services

Title of Project	FY16 5339 Maintenance Lift Project	**ALI # 1**	11.42.06
Federal Award Date	To Be Determined		
Project Description	FY16 5339 Maintenance Lift Project		
Recipient	City of Greeley	**DUNS**	112066225
Contact Name	Will Jones	**Vendor Number**	2000028
Address	1200 A Street Greeley, CO 80634 US	**Phone**	(970) 350-9751
Email	Will.jones@greeleygov.com	**Fax**	N/A
FAIN	To Be Determined	**CFDA**	20.526
Project Budget		CO-34-0009.GREL	
Federal Share (at 80% or less)		$234,842.00	
Local Share (at 20% or more)		$58,711.00	
Total Project Budget		$293,553.00	

**The grants and line item WBS numbers may be replaced without changing the amount of the grant at CDOT's discretion.*

A. Agency Overview

Transit Services is a division of the City of Greeley Department of Public Works operating under the moniker "GET: Greeley-Evans Transit". Transit services are provided seven days a week in the Greeley small urban area. The service area includes the communities of Greeley, Evans, and Garden City. Transit services include public fixed routes, ADA complementary door-to-door paratransit, and evening & Sunday door-to-door public Call-n-Ride. As part of the fixed route system, Transit Services also provides transit services under contract with the students of the University of Northern Colorado students.

B. Project Description

City of Greeley shall use 2016 FTA-5339, along with local matching funds, to purchase equipment as more fully described below.

The total amount for this project is $293,553.00. The total project funding is comprised of the following components: $234,842.00 from 2016 FTA-5339 funds with a 20% match of $58,711.00 in local funds.

City of Greeley shall use FTA capital funds to purchase the following equipment:

- ALI 1 #: 11.42.06
- ALI 1 Qty: 1
- ALI 1 Description: Maintenance lift for maintenance facility
- ALI 1 Amount: $234,842

City of Greeley shall perform all project activities as described in the grant application(s) submitted to the State on November 12, 2015. The application and application update are incorporated herein by reference to the extent consistent with this Grant.

C. Performance Standards

1. Project Milestones

To the extent possible and practicable, provide details and information, data, explanations, descriptions, copies, and sample documents of milestone activities.

Milestone Name	Milestone Description	Original Est. Complete Date
MILE-030265	Submit Procurement Concurrence Request (PCR) to CDOT Project Manager for Approval	**December 2016**
MILE-030266	Submit Procurement Authorization (PA) and solicitation docs to CDOT Project Manager for Approval	**March 2017**
MILE-030267	Take Delivery of Project Property	**April 2017**
MILE-030268	Submit Reimbursement Request to DTR	**November 2017**
IMPORTANT NOTE: All milestones in this scope of work must be completed no later than the contract expiration date of 12/31/2018.		

2. City of Greeley will utilize the Project Property purchased through this project in its transit operations to achieve the performance goals established by CDOT. City of Greeley will comply with established CDOT requirements for maintenance of effort and effective utilization of equipment that maintains a State or Federal Interest.

3. Performance will be reviewed annually. If the State's review determines City of Greeley's performance does not meet the standards of performance set forth in this section, the following steps will be taken:

   a. The State will notify City of Greeley in writing that performance does not meet the requirements of this Grant.

   b. Thirty (30) calendar days after date of such notification, the City of Greeley will submit to the State a written explanation of the cause(s) of the substandard performance, which shall include a written plan for improving performance.

   c. The State will review the plan for improvement and notify City of Greeley its approval within 21 days.

   d. If the plan is approved by the Department, the City of Greeley will implement the plan immediately upon receipt of the State's notification. If the plan is not approved by the Department remedial measures will be determined on a case by case basis. Such remedial measures may include termination of this Grant and return of the grant funds or capital equipment purchased with such funds, in accordance with the terms of this Grant.

D. Project Budget

1. The Total Project Budget is estimated to be and shall be shared as follows:

*WBS	CO-34-0009.GREL
Federal Share (at 80% or less)	$234,842.00
Local Share (at 20% or more)	$58,711.00
TOTAL PROJECT BUDGET	$293,553.00

2. The Total Project Budget shall not exceed the maximum allowable cost of $293,553.00.

   The State will pay no more than 80% of the eligible, actual capital costs up to the maximum federal amount of $234,842.00. In the event the final, actual Project cost is less than the maximum allowable cost, the State is not obligated to provide any more than 80% of the eligible, actual capital costs. The State will retain any remaining balance of the federal share. The City of Greeley shall be solely responsible for all costs incurred in the Project in excess of the amount paid by the State from federal funds for the federal share of eligible, actual costs.

3. No refund or reduction of the amount of City of Greeley's share to be provided will be allowed unless there is at the same time a refund or reduction of the federal share of a proportionate amount.

4. City of Greeley may use federal funds for the local share, but those funds cannot be from other federal Department of Transportation (DOT) programs. City of Greeley's share, together with the federal share, must be enough to ensure payment of Total Project Budget.

5. The State shall have no obligation to provide State funds for use on this Project. The State will administer federal funds for this Project under the terms of this Grant, provided that the federal share of FTA funds to be administered by the State are made available and remain available. In no event shall the State have any obligation to provide State funds or provide federal FTA funds for City of Greeley's share of the Project. City of Greeley shall initiate and prosecute to completion all actions necessary to enable City of Greeley to provide its share of the total project budget at or prior to the time that such funds are needed to meet the total project budget.

E. Contract Expiration

This Grant will expire according to the terms and conditions of the Grant. The expiration date for this Grant is the date of 12/31/2018.

F. Procurement

Procurement of this capital equipment will comply with State procurement procedures outlined in "DTR Procurement Guidebook", as well as the FTA's requirements for Third Party Contracting outlined in Circular 4220.1F 11-01-08 (*found at:* https://www.codot.gov/programs/transitandrail/transit/transit-grant-programs/procurement-policies-and-practices/2009%20Procurement%20Handbook%20and%20Appendices%20FINAL_11_16_09.pdf.

In addition to the basic State requirements outlined below, State and FTA (where applicable) procedures for purchase of this Project Property must be followed and will be outlined prior to purchase.

1. Before proceeding with the purchase directly from the vendor, City of Greeley shall submit Procurement Authorization along with a purchase order for the Project Property to CDOT for approval.

    - If the Grantee is a non-profit organization, **AND** elects to use the State of Colorado State Price Agreement to purchase goods or services under this contract, the Grantee shall also submit an application to and be qualified by the State Procurement Office prior to proceeding with the purchase.

2. Once the purchase order is verified by CDOT and the Project Property is ordered, the State shall be notified of the agreed upon delivery date between the selected vendor and City of Greeley and CDOT may choose to attend the delivery of the Project Property.

3. Upon delivery, the City of Greeley shall be responsible for having the Project Property inspected and accepted within **ten (10) working days of delivery** from the vendor; unless Project Property defects discovered during inspection prevents City of Greeley from accepting the Project Property in the 10 day time frame, of at which time the vendor will be contacted to rectify the issue(s) of concern.

4. The City of Greeley shall be responsible for reimbursing the entire amount of the Project Property to the selected vendor within **three (3) working days after acceptance** of the Project Property.

5. It is City of Greeley's responsibility to pay the Project Property vendor in full under the terms of this contract, unless financial hardship is proven by the grantee that does not allow a grantee agency to pay the entire amount prior to seeking reimbursement from the State. CDOT must approve this hardship request in advance. In these cases, CDOT will only approve the situation if the vendor is willing to accept payment within a 30 day timeframe and also willing to withhold title and Manufactures Statement of Origin (MSO) paperwork until full payment is received from the grantee. Title paperwork can also be sent to CDOT to withhold if the vendor deems necessary.

The Federal Share provided for this capital purchase is $234,842.00.

G. Reimbursement Eligibility

Requests for reimbursement for project costs will be paid to the City of Greeley upon presentation of invoice(s) to the State for eligible costs incurred after the date of execution of this Grant through the date of 12/31/2018 and within the limits of this Grant.

Grantees must bill the State for the state share specified within the provisions set forth in *Paragraph F: Procurement* or as otherwise specified by the State prior to the receipt of capital equipment. The state share must be paid to the vendor whether or not the Grantee has received the reimbursement from the State. Grantees who fail to ensure quick payment to vendors will be designated as a "High Risk Grantee" and could receive lower scores in future grant applications.

H. Federal Interest-Service Life

Federal Interest in the Project Property will expire as determined by the State. Federal Interest is defined by the service life of the capital equipment, which is determined by the State.

1. No later than three (3) days after the purchase and acceptance of the Project Property, the City of Greeley shall provide, in writing, to the State a "Certificate of Procurement and Acceptance" form.

2. Federal Interest of the Project Property is based on and applied to the useful life of the Project Property.

3. The City of Greeley shall not sell or otherwise release the Project Property to any party while there is Federal Interest in the Project Property without written approval from the State. Any equipment with a market value of $5,000 or more has Federal Interest.

I. Training

In an effort to enhance transit safety, City of Greeley shall make a good faith effort to ensure that appropriate training of agency and contracted personnel is occurring and that personnel are up to date in appropriate certifications. In particular, City of Greeley shall ensure that driving personnel are provided professional training in defensive driving and training on the handling of mobility devices and transporting elderly and disabled clients.

J. Safety Data

City of Greeley shall maintain and submit, as requested, data related to bus safety. This may include, but not be limited to, the number of vehicle accidents within certain measurement parameters set forth by the State; the number and extent of passenger injuries or claims; and, the number and extent of employee accidents, injuries and incidents.

K. Restrictions on Lobbying

City of Greeley shall certify that it complies with P.L. 104-65, Section 10, amended from 49 CFR Part 19, Appendix A, Restrictions on Lobbying, prior to the expenditure of the Federal funds provided in this Grant.

L. Special Conditions

1. City of Greeley will ensure contractors comply with the Federal Transit Administration Drug and Alcohol Regulations.

2. Any costs reimbursed to City of Greeley from other grant programs funds may not be listed as a cost to be shared by FTA on a reimbursement request (i.e., no double billing).

3. City of Greeley shall maintain and report annually through submission of an annual report all information required by the National Transit Database and any other financial, fleet, service data set forth by the State for the purpose of annual reporting required of the State.

4. If City of Greeley is unable to perform the activities described under Paragraph B., Project Description, or must significantly change its level of service described herein, the Grantee shall notify the State in writing.

5. Except as provided in §7(B)(ii), City of Greeley shall not be reimbursed for any purchase, issued purchase order, or leased capital equipment before the contract with the State has been issued.

6. City of Greeley must obtain State approval if FTA funds are intended to be used for payment of a lease or for third-party contracts.

7. City of Greeley sub-grantees must maintain bus safety records, if applicable. These records must be

submitted to the State, if the State requests them. The records may include the number of vehicle accidents within certain time frames as requested by the State, the number and extent of passenger injuries and claims, and the number and extent of employee accidents, injuries, and incidents.

8. City of Greeley sub-grantees must demonstrate a good faith effort to provide, and certify as applicable, safety-related training for drivers and other appropriate personnel.

9. City of Greeley shall advertise its fixed route and/or rural based service as available to the general public and service will not be explicitly limited by trip purpose or client type.

10. City of Greeley will provide comparable transportation services to persons with disabilities according to the Americans with Disabilities Act of 1990.

11. Meal delivery for homebound individuals must not conflict with providing public transportation service or reduce service to public transportation passengers.

12. City of Greeley will work cooperatively with CDOT to market and/or publicize this project as requested by CDOT. Such efforts may include ribbon cuttings, news articles, photos, and/or other media to be supplied by City of Greeley as appropriate.

13. City of Greeley will be responsible for attending the annual Grant Partner meeting, which is held during the Fall CDOT/CASTA Conference.

24. EXHIBIT B - ADDITIONAL FTA REQUIREMENTS

1. Special Provisions for the Bus and Bus Facilities Formula Program. Except as FTA determines otherwise in writing:

a. Applicability of This Section. The Grantee understands and agrees that this section and section 61 of the Master Agreement applies to projects supported with funding appropriated or made available for 49 U.S.C. § 5339, as amended by section 20029 of MAP-21, which authorizes the Bus and Bus Facilities Formula Program, and

b. Federal Laws, Regulations, and Guidance. In administering its Project and Project activities under the Bus and Bus Facilities Formula Program supported with funding made available or appropriated for 49 U.S.C. § 5339, as amended by MAP-21:
   (1) The Grantee agrees to comply with:
      (a) The applicable requirements of 49 U.S.C. chapter 53, as amended by MAP-21,
      (b) Other applicable Federal laws and regulations, and
      (c) Its Underlying Agreement and all other applicable provisions of the Master Agreement, and
   (2) The Grantee agrees to follow:
      (a) The applicable edition of FTA Circular, "Bus and Bus Facilities: Guidance and Application Instructions" when issued, and
      (b) All other applicable Federal guidance.

2. Special Provisions for the Discretionary Bus and Bus Facilities Grants Program Formerly Authorized Before MAP-21 Became Effective. Except as FTA determines otherwise in writing:

a. Applicability of This Section. The Grantee understands and agrees that this section and section 62 of the Master Agreement applies to projects supported with funding appropriated or made available for former 49 U.S.C. § 5309 in effect in Fiscal Year 2012 or a previous fiscal year, which authorized the previous Discretionary Bus and Bus Facilities Grants Program,

b. Former 49 U.S.C. § 5309. The Grantee understands and agrees that MAP-21 did not reauthorize the discretionary Bus and Bus Facilities Grant Program, former 49 U.S.C. § 5309(b)(3), when section 20029 of MAP-21 amended 49 U.S.C. § 5339, establishing the Bus and Bus Facilities Formula Grants Program, and

c. Federal Laws, Regulations, and Guidance. In administering its Project and Project activities under the discretionary Bus and Bus Facilities Grants Program supported with funding made available or appropriated for former 49 U.S.C. § 5309(b)(3) in effect in Fiscal Year 2012 or a previous fiscal year:
   (1) The Grantee agrees to comply with:
      (a) The Program and eligibility requirements that apply to the former 49 U.S.C. § 5309(b)(3), for that fiscal year in which the Federal appropriations were then or will be made available for its discretionary Bus and Bus Facilities Project and Project activities, or
      (b) Other applicable Federal laws and regulations, and
      (c) Its Underlying Agreement, and section 49 and all other applicable provisions of the Master Agreement, and
   (2) The Grantee agrees to follow:
      (a) The applicable edition of FTA Circular 9300.1, "Capital Investment Program Guidance and Application Instructions," to the extent consistent with:
         1 The program and eligibility requirements applicable to the discretionary Bus and Bus Facilities Grants Program, former 49 U.S.C. § 5309, for that fiscal year in which funding was appropriated or made available for the Project,
         2 The MAP-21 cross-cutting requirements listed in section 49 of the Master Agreement, and
         3 All applicable Federal laws, regulations, and guidance, and
      (b) All other applicable Federal guidance.

3. FTA Master Agreement

The Grantee understands that this Grant includes requirements specifically prescribed by federal law or regulation and does not encompass all federal laws, regulations, and directives that may apply to the

Grantee or its Project. A comprehensive list of those federal laws, regulations and directives is contained in the Master Agreement at the FTA website http://www.fta.dot.gov/documents/21-Master.pdf. The clauses in this **Exhibit B** have been streamlined to remove most provisions not covered by statutory or regulatory certification and assurance requirements (see **Exhibit D**).

The Grantee also agrees to include these requirements in each subcontract to administer any system of records on behalf of the federal government financed in whole or in part with Federal Funds.

4. **Compliance with Laws**
Some of the clauses contained in this Grant are not governed solely by federal law, but are significantly affected by State law. The laws and regulations cited in this Grant are not all-inclusive of those which may apply to the successful completion of this Grant. The Grantee understands that it is its responsibility to learn what federal, state and local laws and regulations will apply to its operations under this Grant, and that Grantee is solely responsible for its lawful compliance with them.

5. **Federal Changes**
Grantee shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement, as they may be amended or promulgated from time to time during the term of this Grant. Grantee's failure to so comply shall constitute a material breach of this Grant.

6. **Coordination**
   a. Public transit systems funded under the 49 USC §5311 Formula Program are required to participate in the local coordinated planning process for public transit-human service transportation in areas applying for funds under 49 USC §§5310, 5316 or 5317.
   b. FTA 49 USC §5311 Formula Program requires maximum feasible coordination of public transportation service with transportation assisted by other federal sources. (49 USC § 5311 (b)(2)(c)(ii)).

7. **Buy America Provision**
The Grantee agrees that, in its execution of this Grant, it will comply with the requirements of 49 USC §5323(j), with the FTA regulations "Buy America" Requirements at 49 CFR Part 661, and with any implementing guidance that the FTA may issue.

8. **Equipment**
   a. **General.** The State, on behalf of the Grantee, or the Grantee with the State's prior approval, shall purchase all Project equipment in accordance with applicable State law and the standards set forth by the Uniform Administration Requirement for Grant and Cooperative Agreement to State and Local Government (49 CFR §§18.31 – 18.34).
   b. **Maintenance.** The Grantee agrees that it will maintain its Project property in good operating order, as required by federal laws and regulations, and as provided in federal directives, except as FTA determines otherwise in writing.
   c. **Title to Equipmen**t. The Grantee shall hold title to Project equipment. The State shall be the first secured party. The State may enforce this provision through legal action to protect its security interests in Project equipment.
   d. **Use of Equipment.** The Grantee shall use Project equipment for transportation Services described in Exhibit A, and in compliance with FTA Circular 9040.1F. If any Project equipment is no longer needed for this Grant, the Grantee shall immediately notify the State and the State shall dispose of such Project equipment.
   e. **Equipment Records.** The Grantee agrees to keep satisfactory records pertaining to the use of the Project property, and submit to FTA upon request such information as may be required to assure compliance with Section 19 of the Master Agreement.

9. **Reports**
As required by 49 USC §5311(b)(4) and 49 USC §5335(a), any Grantee that is a public transportation operator which receives federal assistance authorized under 49 USC §5311(b) agrees to conform to, the reporting system and the uniform system of accounts and records required by 49 USC §5335(a) for FTA's national transit database, and will comply with the implementing FTA regulations, "Uniform System of Accounts and Records and Reporting System," 49 CFR Part 630, and any additional regulations and directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing.

a. **Annual Program Status Report**
The State is required to submit to the FTA regional office by October 31 of each year an annual program status report for the program of projects of each active grant, covering the 12-month period ending September 30. States must submit a narrative progress report, update of milestones (milestone status report (MSR) and a Federal Financial Report (FFR)).

b. **National Transit Database Annual Report**
SAFETEA-LU added the requirement that each grantee under 49 USC §5311 shall submit an annual report to the National Transit Database (NTD) which is FTA's primary national database for statistics on the transit industry. Items to be reported include total annual revenue; sources of revenue; total annual operating costs; total annual capital costs; fleet size type, and related facilities; revenue vehicle miles; and ridership.

c. **Milestone Activity Reports (VI-9 of Circular)**
For activity line items (ALIs) for which milestones were required at the time of grant application (for example, for vehicle procurements, construction projects, and program reserve), the State shall enter revised milestone dates as part of the annual report. If the estimated completion date for the Grant has changed, the revised date should be entered, with an explanation as to why the date was changed.

d. **Federal Financial Report (FFR)**
The State must submit electronically an annual FFR for each active grant, for the period ending September 30. For the purpose of this report, funds are considered encumbered when this Grant is signed. States should prepare the reports using the accrual method of accounting.

10. Air Pollution
No facilities or equipment shall be acquired, constructed, or improved as a part of the Project unless the Grantee obtains satisfactory assurances that they are (or will be) deigned and equipped to limit air pollution as provided in accordance with EPA regulations, applicable federally-approved State Implementation Plan(s), appropriate FTA directives and all other applicable standards.

11. Energy Conservation
The Grantee and its third party contractors shall recognize mandatory standards and policies relating to energy efficiency which are contained in the "State Energy Program Plan" issued in compliance with the Energy Policy and Conservation Act (42 USC §6321, *et seq.*).

12. Charter Service Operations
The Grantee agrees that neither it nor any public transportation operator performing work in connection with a Project financed under 49 USC Chapter 53 or under 23 USC §§133 or 142, will engage in charter service operations, except as authorized by 49 USC §5323 (d) and FTA regulations, "Charter Service," 49 CFR Part 604, and any Charter Service regulations or FTA directives that may be issued, except to the extent that FTA determines otherwise in writing. Any charter service agreement required by FTA regulations is incorporated by reference and made part of this Grant for the Project. The Grantee understands and agrees that in addition to any remedy specified in the charter service agreement, if a pattern of violations of that agreement is found, the violator will be barred from receiving federal transit assistance in an amount to be determined by FTA or State.

13. School Transportation
The Grantee, or any operator of mass transportation acting on its behalf, shall not engage in school bus operations exclusively for the transportation of students or school personnel in competition with private school bus operators, except as provided under 49 USC §5323 (f) and applicable regulations, "School Bus Operations," set forth at 49 CFR Part 605, as amended. Any school bus agreement entered into under these regulations is incorporated into this Grant by reference.

14. Substance Abuse
The Grantee shall comply with FTA drug and alcohol rules as established in the "Implementation Guidelines for Drug and Alcohol Regulations in Mass Transit," set forth in 49 CFR Part 40 and Part 655; Drug-Free Workplace Act. Grantee understands and agrees that failure to comply with this section constitutes default pursuant to §15(A) of this Grant.

15. Ineligible Bidders

"Bidders" or "Suppliers" whose names appear on the US Comptroller General's List of Ineligible Contractors are not eligible for award of, or participation in, any contract that may be awarded as a result of this Grant. Submission of a bid by any bidder constitutes certification that he or any subcontractor or suppliers to him, on this Grant, if one is awarded, are not on the Comptroller General's List of Ineligible Contractors. A subsequent determination by FTA that a bidder knowingly made any misstatement of facts in this regard will be cause for immediate disqualification, suspension or termination of this Grant for cause.

16. Employee Political Activity

The provisions of 5 USC §§1501-1508 and 7324-7326 (the "Hatch Act"), and implementing regulations set forth in 5 CFR Part 151 are applicable to State and local agencies and their officers and employees to the extent covered by the statute and regulations. The Hatch Act restricts the political activity of an individual principally employed by a State or local executive agency in connection with a program financed in whole or in part by federal loans, grants, or cooperative agreements.

17. False or Fraudulent Statements or Claims

The Grantee acknowledges that, should it make a false, fictitious claim, statement, submission, or certification to the State or federal government in connection with this Project, FTA reserves the right to pursue the procedures and impose on the Grantee the penalties of 18 USC §1001, 31 USC §3801, *et seq.*, and/or 49 USC §5307(n)(1), as may be deemed by FTA to be appropriate.

18. Pre-Award and Post-Delivery Reviews

The Grantee shall comply with any regulations that may be issued to implement 49 USC §5323(m) and FTA regulations, "Pre-Award and Post-Delivery Audits of Rolling Stock Purchases," 49 CFR Part 663, and any revision thereto.

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25. EXHIBIT C - NON-DISCRIMINATION NOTICE

The Grantee agrees to comply with all applicable civil rights laws and regulations, in accordance with applicable federal directives, except to the extent that the Federal Government determines otherwise in writing. These include, but are not limited to, the following:

1. Nondiscrimination in Federal Public Transportation Programs. The Grantee agrees to comply, and assures the compliance of each Subgrantee, lessee, third party contractor, or other participant at any tier of the Project, with the provisions of 49 USC §5332, which prohibit discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity.

2. Nondiscrimination – Title VI of the Civil Rights Act. The Grantee agrees to comply, and assures the compliance of each subsequent Subgrantee, lessee, third party contractor, or other participant at any tier, with all provisions prohibiting discrimination on the basis of race, color, or national origin of Title VI of the Civil Rights Act of 1964, as amended, 42 USC §§2000d et seq., and with DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act," 49 CFR Part 21. Except to the extent FTA determines otherwise in writing, the Grantee agrees to follow all applicable provisions of the most recent edition of FTA Circular 4702.1A, "Title VI and Title VI-Dependent Guidelines for Federal Transit Administration Grantees," and any other applicable federal directives that may be issued.

3. Access to Services for Persons with Limited English Proficiency. The Grantee agrees to facilitate compliance with the policies of Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 USC §2000d-1 note, and follow applicable provisions of DOT Notice, "DOT Policy Guidance Concerning Grantees' Responsibilities to Limited English Proficiency (LEP) Persons," 70 Fed. Reg. 74087, December 14, 2005, except to the extent that FTA determines otherwise in writing.

4. Environmental Justice. The Grantee agrees to facilitate compliance with the policies of Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," 42 USC §4321 note; and DOT Order 5620.3, "Department of Transportation Actions To Address Environmental Justice in Minority Populations and Low-Income Populations," 62 Fed. Reg. 18377 et seq., April 15, 1997, except to the extent that the Federal Government determines otherwise in writing.

5. Equal Employment Opportunity. The Grantee agrees to comply, and assures the compliance of each subsequent Subgrantee, lessee, third party contractor, or other participant at any tier, with all equal employment opportunity (EEO) provisions of 49 USC §5332, with Title VII of the Civil Rights Act of 1964, as amended, 42 USC §2000e et seq., and implementing Federal regulations and any later amendments thereto. Except to the extent FTA determines otherwise in writing, the Grantee also agrees to follow all applicable federal EEO directives that may be issued. The Grantee agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, sex, disability, age, or national origin. The Grantee agrees to take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, disability, age, or national origin. Such action shall include, but not be limited to, employment, upgrading, demotions or transfers, recruitment or recruitment advertising, layoffs or terminations; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

6. Equal Employment Opportunity Requirements for Construction Activities. For activities determined by the US Department of Labor (DOL) to qualify as "construction," the Grantee agrees to comply and assures the compliance of each subsequent Subgrantee, lessee, third party contractor, or other participant, at any tier of the Project, with all requirements of DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR Parts 60 et seq.; with implementing Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order No. 11246 Relating to Equal Employment Opportunity," 42 USC §2000e note, and with other applicable EEO laws and regulations, and also agrees to follow applicable Federal directives, except as the Federal Government determines otherwise in writing.

7. Disadvantaged Business Enterprise. To the extent authorized by federal law, the Grantee agrees to facilitate participation by Disadvantaged Business Enterprises (DBEs) in the Project and assures that each

subsequent Subgrantee, lessee, third party contractor, or other participant at any tier will facilitate participation by DBEs in the project to the extent applicable as follows:

a. The Grantee agrees and assures that it shall comply with section 1101(b) of SAFETEA-LU, 23 USC §101 note, and DOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 CFR Part 26.

b. The Grantee shall abide by the following clause and ensure that it is included in each DOT-assisted contract: The Grantee, Subgrantee or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted procurement and contracts of products and services contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as Grantee deems appropriate. [Note – This language is to be used verbatim, as is stated in §26.13(b).]

c. CDOT's DBE program, which has been approved by the DOT, is incorporated by reference and made part of this Grant and all projects administered in accordance therewith.

8. Nondiscrimination on the Basis of Sex. The Grantee agrees to comply with all applicable requirements of Title IX of the Education Amendments of 1972, as amended, 20 USC §§1681 *et seq.*, and with implementing DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 CFR Part 25, that prohibit discrimination on the basis of sex.

9. Nondiscrimination on the Basis of Age. The Grantee agrees to comply with all applicable requirements of:

a. The Age Discrimination Act of 1975, as amended, 42 USC §§6101 et seq., and with implementing US Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 CFR Part 90, which prohibit discrimination against individuals on the basis of age in the administration of programs or activities receiving federal financial assistance.

b. The Age Discrimination in Employment Act (ADEA) 29 USC §§621 through 634 and with implementing US Equal Employment Opportunity Commission regulations, "Age Discrimination in Employment Act," 29 CFR Part 1625, which prohibits discrimination against individuals on the basis of age.

10. Access for Individuals with Disabilities. The Grantee agrees to comply with 49 USC §5301(d), which states the federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. The Grantee also agrees to comply with all applicable provisions of section 504 of the Rehabilitation Act of 1973, as amended, 29 USC §794, which prohibits discrimination on the basis of disability in the administration of programs or activities receiving federal financial assistance; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC §§12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities; with the Architectural Barriers Act of 1968, as amended, 42 USC §§4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities; and with other laws and amendments thereto pertaining to access for individuals with disabilities that may be applicable. In addition, the Grantee agrees to comply with applicable implementing federal regulations and any later amendments thereto, and agrees to follow applicable federal implementing directives, except to the extent FTA approves otherwise in writing. Among those regulations and directives are:

a. US DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37;

b. US DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 CFR Part 27;

c. Joint US Architectural and Transportation Barriers Compliance Board (US ATBCB)/US DOT

regulations, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 CFR Part 1192 and 49 CFR Part 38;

d. US DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 CFR Part 35;

e. US DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 CFR Part 36;

f. US General Services Administration (US GSA) regulations, "Accommodations for the Physically Handicapped," 41 CFR Subpart 101-19;

g. US EEOC, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630;

h. US Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 CFR Part 64, Subpart F;

i. US ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 CFR Part 1194; and

j. FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 CFR Part 609; and Federal civil rights and nondiscrimination directives implementing those Federal laws and regulations, except to the extent the Federal Government determines otherwise in writing.

11. Drug or Alcohol Abuse - Confidentiality and Other Civil Rights Protections. To the extent applicable, the Grantee agrees to comply with the confidentiality and civil rights protections of the Drug Abuse Office and Treatment Act of 1972, as amended, 21 USC §§1101 et seq., the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 USC §§4541 et seq., and the Public Health Service Act of 1912, as amended, 42 USC §§290dd through 290dd-2, and any amendments thereto.

12. Other Nondiscrimination Laws. The Grantee agrees to comply with applicable provisions of other federal laws and regulations, and follow applicable federal directives prohibiting discrimination, except to the extent the Federal Government determines otherwise in writing.

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26. EXHIBIT D - CERTIFICATIONS AND ASSURANCES

A. Standard Assurances

The Grantee assures that it will comply with all applicable federal statutes and regulations in carrying out any project supported by an FTA grant or cooperative agreement. The Grantee agrees that it is under a continuing obligation to comply with the terms and conditions of the incorporated by reference and made part of the latest amendment to its grant agreement or cooperative agreement with CDOT and the FTA issued for its Project. The Grantee recognizes that federal laws and regulations may be modified from time to time and those modifications may affect project implementation. The Grantee understands that Presidential executive orders and federal directives, including federal policies and program guidance may be issued concerning matters affecting the Grantee or its Project. The Grantee agrees that the most recent federal laws, regulations, and directives will apply to the Project, unless FTA issues a written determination otherwise.

B. Suspension and Debarment

The Grantee shall obtain from its third party contractors certifications required by Department of Transportation regulations, "Government-wide Debarment and Suspension (Nonprocurement)," 49 CFR Part 29, and otherwise comply with the requirements of those regulations.

C. US OMB Assurance

Consistent with US OMB assurances set forth in SF-424B and SF-424D, the Grantee assures that, with respect to itself or its Project, the Grantee:

1. Has the legal authority to apply for federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay the non-federal share of the project cost) to assure proper planning, management, and completion of the Project described in its application:
2. Will give FTA, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to an the right to examine all records, books, papers, or documents related to the award: and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives;
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain;
4. Will initiate and complete the work within the applicable Project time periods following receipt of FTA approval

D. Lobbying Certification

The Grantee or its subcontractor shall not use federal assistance funds for publicity or propoganda purposes designed to support or defeat legislation or appropriations pending before Congress or a state legislature.

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27. EXHIBIT E - VERIFICATION OF PAYMENT

This checklist is to assist the Grantee in preparation of its billing packets to CDOT. This checklist is provided as guidance and is subject to change by CDOT. CDOT shall provide notice of any such changes to Grantee. All items may not apply to your particular entity. CDOT's goal is to reimburse Grantees as quickly as possible and a well organized and complete billing packet helps to expedite payment.

☐ **Verification of Payment –**

- ✓ General Ledger Report must have the following:
  - Identify check number or EFT number
  - If no check number is available, submit Accounts Payable Distribution report with the General Ledger
  - In-Kind (must be pre-approved by CDOT) and/or cash match
  - Date of the report
  - Accounting period
  - Current period transactions
  - Account coding for all incurred expenditures.
- ✓ If no General Ledger Report, all of the following are acceptable:
  - copies of checks
  - check registers
  - paycheck stub showing payment number
  - showing the amount paid, the check number or electronic funds transfer (EFT) and the date paid.
- ✓ CDOT needs to ensure that expenditures incurred by the local agencies have been paid by the local agency ***before*** CDOT is invoiced by the local agency.
- ✓ Payment amounts should match the amount requested on the reimbursement. Additional explanation and documentation is required for any variances.

☐ **In-Kind or Cash Match – If an entity wishes to use these types of match, they must be approved by CDOT prior to any work taking place.**

- ✓ If in-kind or cash match is being used for the local match, the in-kind or cash match portion of the project must be included in the project application and the scope of work attached to the contract or purchase order. FTA does not require pre-approval of in-kind or cash match, but CDOT does.
- ✓ General ledger must also show the in-kind and/or cash match.

☐ **Indirect costs – If an entity wishes to use indirect costs, the rate must be approved by CDOT prior to applying it to the reimbursements.**

- ✓ If indirect costs are being requested, an approved indirect letter from CDOT or your cognizant agency must be provided. The letter must state what indirect costs are allowed, the approved rate and the time period for the approval. The indirect cost plan must be reconciled annually and an updated letter submitted each year thereafter.

☐ **Fringe Benefits- Considered part of the Indirect Cost Rate and must be reviewed and approved prior to including these costs in the reimbursements.**

- ✓ Submit an approval letter from cognizant agency that verifies fringe benefit or
- ✓ Submit the following fringe benefit rate proposal package to CDOT Audit Division:
  - Copy of Financial Statement
  - Personnel Cost Worksheet
  - State of Employee Benefits
  - Cost Policy Statement

28. EXHIBIT F - SUPPLEMENTAL FEDERAL PROVISIONS FOR FEDERALLY FUNDED CONTRACTS, GRANTS, and PURCHASE ORDERS-FFATA

State of Colorado
Supplemental Provisions for
Federally Funded Contracts, Grants, and Purchase Orders
Subject to
The Federal Funding Accountability and Transparency Act of 2006 (FFATA), As Amended
As of 3-20-13

The contract, grant, or purchase order to which these Supplemental Provisions are attached may be funded, in whole or in part, with an award of Federal funds. In the event of a conflict between the provisions of these Supplemental Provisions, the Special Provisions, the contract or any attachments or exhibits incorporated into and made a part of the contract, the provisions of these Supplemental Provisions shall control.

1. **Definitions**. For the purposes of these Supplemental Provisions, the following terms shall have the meanings ascribed to them below.

1.1. **"Award"** means an award of Federal financial assistance that a non-Federal Entity receives or administers in the form of:

- **1.1.1.** Grants;
- **1.1.2.** Contracts;
- **1.1.3.** Cooperative agreements, which do not include cooperative research and development agreements (CRDA) pursuant to the Federal Technology Transfer Act of 1986, as amended (15 U.S.C. 3710);
- **1.1.4.** Loans;
- **1.1.5.** Loan Guarantees;
- **1.1.6.** Subsidies;
- **1.1.7.** Insurance;
- **1.1.8.** Food commodities;
- **1.1.9.** Direct appropriations;
- **1.1.10.** Assessed and voluntary contributions; and
- **1.1.11.** Other financial assistance transactions that authorize the expenditure of Federal funds by non-Federal Entities.

Award ***does not*** include:

- **1.1.12.** Technical assistance, which provides services in lieu of money;
- **1.1.13.** A transfer of title to Federally-owned property provided in lieu of money; even if the award is called a grant;
- **1.1.14.** Any award classified for security purposes; or
- **1.1.15.** Any award funded in whole or in part with Recovery funds, as defined in section 1512 of the American Recovery and Reinvestment Act (ARRA) of 2009 (Public Law 111-5).

1.2. **"Contract"** means the contract to which these Supplemental Provisions are attached and includes all Award types in **§1.1.1** through **1.1.11** above.

1.3. **"Contractor"** means the party or parties to a Contract funded, in whole or in part, with Federal financial assistance, other than the Prime Recipient, and includes grantees, subgrantees, Subrecipients, and borrowers. For purposes of Transparency Act reporting, Contractor does not include Vendors.

1.4. **"Data Universal Numbering System (DUNS) Number"** means the nine-digit number established and assigned by Dun and Bradstreet, Inc. to uniquely identify a business entity. Dun and Bradstreet's website may be found at: http://fedgov.dnb.com/webform.

1.5. **"Entity"** means all of the following as defined at 2 CFR part 25, subpart C;

- **1.5.1.** A governmental organization, which is a State, local government, or Indian Tribe;
- **1.5.2.** A foreign public entity;

1.5.3. A domestic or foreign non-profit organization;
1.5.4. A domestic or foreign for-profit organization; and
1.5.5. A Federal agency, but only a Subrecipient under an Award or Subaward to a non-Federal entity.

1.6. **"Executive"** means an officer, managing partner or any other employee in a management position.

1.7. **"Federal Award Identification Number (FAIN)"** means an Award number assigned by a Federal agency to a Prime Recipient.

1.8. **"FFATA"** means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. FFATA, as amended, also is referred to as the "Transparency Act."

1.9. **"Prime Recipient"** means a Colorado State agency or institution of higher education that receives an Award.

1.10. **"Subaward"** means a legal instrument pursuant to which a Prime Recipient of Award funds awards all or a portion of such funds to a Subrecipient, in exchange for the Subrecipient's support in the performance of all or any portion of the substantive project or program for which the Award was granted.

1.11. **"Subrecipient"** means a non-Federal Entity (or a Federal agency under an Award or Subaward to a non-Federal Entity) receiving Federal funds through a Prime Recipient to support the performance of the Federal project or program for which the Federal funds were awarded. A Subrecipient is subject to the terms and conditions of the Federal Award to the Prime Recipient, including program compliance requirements. The term "Subrecipient" includes and may be referred to as Subgrantee.

1.12. **"Subrecipient Parent DUNS Number"** means the subrecipient parent organization's 9-digit Data Universal Numbering System (DUNS) number that appears in the subrecipient's System for Award Management (SAM) profile, if applicable.

1.13. **"Supplemental Provisions"** means these Supplemental Provisions for Federally Funded Contracts, Grants, and Purchase Orders subject to the Federal Funding Accountability and Transparency Act of 2006, As Amended, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institution of higher education.

1.14. **"System for Award Management (SAM)"** means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at http://www.sam.gov.

1.15. **"Total Compensation"** means the cash and noncash dollar value earned by an Executive during the Prime Recipient's or Subrecipient's preceding fiscal year and includes the following:

1.15.1. Salary and bonus;
1.15.2. Awards of stock, stock options, and stock appreciation rights, using the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2005) (FAS 123R), Shared Based Payments;
1.15.3. Earnings for services under non-equity incentive plans, not including group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of Executives and are available generally to all salaried employees;
1.15.4. Change in present value of defined benefit and actuarial pension plans;
1.15.5. Above-market earnings on deferred compensation which is not tax-qualified;
1.15.6. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the Executive exceeds $10,000.

1.16. **"Transparency Act"** means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. The Transparency Act also is referred to as FFATA.

1.17. **"Vendor"** means a dealer, distributor, merchant or other seller providing property or services required for a project or program funded by an Award. A Vendor is not a Prime Recipient or a

Subrecipient and is not subject to the terms and conditions of the Federal award. Program compliance requirements do not pass through to a Vendor.

2. **Compliance.** Contractor shall comply with all applicable provisions of the Transparency Act and the regulations issued pursuant thereto, including but not limited to these Supplemental Provisions. Any revisions to such provisions or regulations shall automatically become a part of these Supplemental Provisions, without the necessity of either party executing any further instrument. The State of Colorado may provide written notification to Contractor of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.

3. **System for Award Management (SAM) and Data Universal Numbering System (DUNS) Requirements.**

   3.1. **SAM.** Contractor shall maintain the currency of its information in SAM until the Contractor submits the final financial report required under the Award or receives final payment, whichever is later. Contractor shall review and update SAM information at least annually after the initial registration, and more frequently if required by changes in its information.

   3.2. **DUNS.** Contractor shall provide its DUNS number to its Prime Recipient, and shall update Contractor's information in Dun & Bradstreet, Inc. at least annually after the initial registration, and more frequently if required by changes in Contractor's information.

4. **Total Compensation.** Contractor shall include Total Compensation in SAM for each of its five most highly compensated Executives for the preceding fiscal year if:

   4.1. The total Federal funding authorized to date under the Award is $25,000 or more; and

   4.2. In the preceding fiscal year, Contractor received:

   4.2.1. 80% or more of its annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and

   4.2.2. $25,000,000 or more in annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Sub-awards subject to the Transparency Act; and

   4.3. The public does not have access to information about the compensation of such Executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or § 6104 of the Internal Revenue Code of 1986.

5. **Reporting.** Contractor shall report data elements to SAM and to the Prime Recipient as required in §7 below if Contractor is a Subrecipient for the Award pursuant to the Transparency Act. No direct payment shall be made to Contractor for providing any reports required under these Supplemental Provisions and the cost of producing such reports shall be included in the Contract price. The reporting requirements in §7 below are based on guidance from the US Office of Management and Budget (OMB), and as such are subject to change at any time by OMB. Any such changes shall be automatically incorporated into this Contract and shall become part of Contractor's obligations under this Contract, as provided in **§2** above. The Colorado Office of the State Controller will provide summaries of revised OMB reporting requirements at http://www.colorado.gov/dpa/dfp/sco/FFATA.htm.

6. **Effective Date and Dollar Threshold for Reporting.** The effective date of these Supplemental Provisions apply to new Awards as of October 1, 2010. Reporting requirements in §7 below apply to new Awards as of October 1, 2010, if the initial award is $25,000 or more. If the initial Award is below $25,000 but subsequent Award modifications result in a total Award of $25,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds $25,000. If the initial Award is $25,000 or more, but funding is subsequently de-obligated such that the total award amount falls below $25,000, the Award shall continue to be subject to the reporting requirements.

7. **Sub-recipient Reporting Requirements.** If Contractor is a Sub-recipient, Contractor shall report as set forth below.

7.1. **To SAM.** A Sub-recipient shall register in SAM and report the following data elements in SAM ***for each*** Federal Award Identification Number no later than the end of the month following the month in which the Subaward was made:

7.1.1. Sub-recipient DUNS Number;
7.1.2. Sub-recipient DUNS Number + 4 if more than one electronic funds transfer (EFT) account;
7.1.3. Sub-recipient Parent DUNS Number;
7.1.4. Sub-recipient's address, including: Street Address, City, State, Country, Zip + 4, and Congressional District;
7.1.5. Sub-recipient's top 5 most highly compensated Executives if the criteria in §4 above are met; and
7.1.6. Sub-recipient's Total Compensation of top 5 most highly compensated Executives if criteria in §4 above met.

7.2. **To Prime Recipient.** A Subrecipient shall report to its Prime Recipient, upon the effective date of the Contract, the following data elements:

7.2.1. Sub-recipient's DUNS Number as registered in SAM.
7.2.2. Primary Place of Performance Information, including: Street Address, City, State, Country, Zip code + 4, and Congressional District.

8. Exemptions.

8.1. These Supplemental Provisions do not apply to an individual who receives an Award as a natural person, unrelated to any business or non-profit organization he or she may own or operate in his or her name.

8.2. A Contractor with gross income from all sources of less than $300,000 in the previous tax year is exempt from the requirements to report Subawards and the Total Compensation of its most highly compensated Executives.

8.3. Effective October 1, 2010, "Award" currently means a grant, cooperative agreement, or other arrangement as defined in Section 1.1 of these Special Provisions. On future dates "Award" may include other items to be specified by OMB in policy memoranda available at the OMB Web site; Award also will include other types of Awards subject to the Transparency Act.

8.4. There are no Transparency Act reporting requirements for Vendors.

9. Event of Default. Failure to comply with these Supplemental Provisions shall constitute an event of default under the Contract and the State of Colorado may terminate the Contract upon 30 days prior written notice if the default remains uncured five calendar days following the termination of the 30 day notice period. This remedy will be in addition to any other remedy available to the State of Colorado under the Contract, at law or in equity.

29. EXHIBIT G - SUPPLIMENTAL FEDERAL PROVISIONS FOR FEDERAL AWARDS

Supplemental Provisions for Federal Awards
Subject to
The Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards ("Uniform Guidance"), Federal Register, Vol. 78, No. 248, 78590

The agreement to which these Uniform Guidance Supplemental Provisions are attached has been funded, in whole or in part, with an award of Federal funds. In the event of a conflict between the provisions of these Supplemental Provisions, the Special Provisions, the agreement or any attachments or exhibits incorporated into and made a part of the agreement, the provisions of these Uniform Guidance Supplemental Provisions shall control. In the event of a conflict between the provisions of these Supplemental Provisions and the FFATA Supplemental Provisions, the FFATA Supplemental Provisions shall control.

1. **Definitions.** For the purposes of these Supplemental Provisions, the following terms shall have the meanings ascribed to them below.
   - **1.1 "Award"** means an award by a Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Award unless the terms and conditions of the Federal Award specifically indicate otherwise. 2 CFR §200.38
   - **1.2 "Federal Award"** means an award of Federal financial assistance or a cost-reimbursement contract under the Federal Acquisition Requirements by a Federal Awarding Agency to a Recipient. "Federal Award" also means an agreement setting forth the terms and conditions of the Federal Award. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program.
   - **1.3 "Federal Awarding Agency"** means a Federal agency providing a Federal Award to a Recipient. 2 CFR §200.37
   - **1.4 "FFATA"** means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252.
   - **1.5 "Grant" or "Grant Agreement"** means an agreement setting forth the terms and conditions of an Award. The term does not include an agreement that provides only direct Federal cash assistance to an individual, a subsidy, a loan, a loan guarantee, insurance, or acquires property or services for the direct benefit of use of the Federal Awarding Agency or Recipient. 2 CFR §200.51.
   - **1.6 "OMB"** means the Executive Office of the President, Office of Management and Budget.
   - **1.7 "Recipient"** means a Colorado State department, agency or institution of higher education that receives a Federal Award from a Federal Awarding Agency to carry out an activity under a Federal program. The term does not include Subrecipients. 2 CFR §200.86
   - **1.8 "State"** means the State of Colorado, acting by and through its departments, agencies and institutions of higher education.
   - **1.9 "Subrecipient"** means a non-Federal entity receiving an Award from a Recipient to carry out part of a Federal program. The term does not include an individual who is a beneficiary of such program.
   - **1.10 "Uniform Guidance"** means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which supersedes requirements from OMB Circulars A-21, A-87, A-110, and A-122, OMB Circulars A-89, A-102, and A-133, and the guidance in Circular A-50 on Single Audit Act follow-up. The terms and conditions of the Uniform Guidance flow down to Awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise.
   - **1.11 "Uniform Guidance Supplemental Provisions"** means these Supplemental Provisions for Federal Awards subject to the OMB Uniform Guidance, as may be revised pursuant to ongoing guidance from relevant Federal agencies or the Colorado State Controller.

2. **Compliance**. Subrecipient shall comply with all applicable provisions of the Uniform Guidance, including but not limited to these Uniform Guidance Supplemental Provisions. Any revisions to such provisions automatically shall become a part of these Supplemental Provisions, without the necessity of either party executing any further instrument. The State of Colorado may provide written notification to Subrecipient of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.

3. **Procurement Standards.**
   - **3.1 Procurement Procedures.** Subrecipient shall use its own documented procurement procedures which reflect applicable State, local, and Tribal laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation, §§200.318 through 200.326 thereof.
   - **3.2 Procurement of Recovered Materials**. If Subrecipient is a State Agency or an agency of a political subdivision of a state, its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

4. **Access to Records.** Subrecipient shall permit Recipient and auditors to have access to Subrecipient's records and financial statements as necessary for Recipient to meet the requirements of §200.331 (Requirements for pass-through entities), §§200.300 (Statutory and national policy requirements) through 200.309 (Period of performance), and Subpart F-Audit Requirements of the Uniform Guidance. 2 CFR §200.331(a)(5).

5. **Single Audit Requirements.** If Subrecipient expends $750,000 or more in Federal Awards during Subrecipient's fiscal year, Subrecipient shall procure or arrange for a single or program-specific audit conducted for that year in accordance with the provisions of Subpart F-Audit Requirements of the Uniform Guidance, issued pursuant to the Single Audit Act Amendments of 1996, (31 U.S.C. 75017507). 2 CFR §200.501.
   - **5.1 Election**. Subrecipient shall have a single audit conducted in accordance with Uniform Guidance §200.514 (Scope of audit), except when it elects to have a program-specific audit conducted in accordance with §200.507 (Program-specific audits). Subrecipient may elect to have a program-specific audit if Subrecipient expends Federal Awards under only one Federal program (excluding research and development) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of Recipient. A program-specific audit may not be elected for research and development unless all of the Federal Awards expended were received from Recipient and Recipient approves in advance a program-specific audit.
   - **5.2 Exemption**. If Subrecipient expends less than $750,000 in Federal Awards during its fiscal year, Subrecipient shall be exempt from Federal audit requirements for that year, except as noted in 2 CFR §200.503 (Relation to other audit requirements), but records shall be available for review or audit by appropriate officials of the Federal agency, the State, and the Government Accountability Office.
   - **5.3 Subrecipient Compliance Responsibility**. Subrecipient shall procure or otherwise arrange for the audit required by Part F of the Uniform Guidance and ensure it is properly performed and submitted when due in accordance with the Uniform Guidance. Subrecipient shall prepare appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with Uniform Guidance §200.510 (Financial statements) and provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by Uniform Guidance Part F Audit Requirements.

6. **Contract Provisions for Subrecipient Contracts.** Subrecipient shall comply with and shall include all of the following applicable provisions in all subcontracts entered into by it pursuant to this Grant Agreement.

6.1 Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.".

"During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance:

Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States."

6.2 Davis-Bacon Act. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or Subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

6.3 Rights to Inventions Made Under a Contract or Agreement. If the Federal Award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," Subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

6.4 Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

6.5 Debarment and Suspension (Executive Orders 12549 and 12689). A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

6.6 Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

7. **Certifications**. Unless prohibited by Federal statutes or regulations, Recipient may require Subrecipient to submit certifications and representations required by Federal statutes or regulations on an annual basis. 2 CFR §200.208. Submission may be required more frequently if Subrecipient fails to meet a requirement of the Federal award. Subrecipient shall certify in writing to the State at the end of the Award that the project or activity was completed or the level of effort was expended. 2 CFR §200.201(3). If the required level of activity or effort was not carried out, the amount of the Award must be adjusted.

8. **Event of Default.** Failure to comply with these Uniform Guidance Supplemental Provisions shall constitute an event of default under the Grant Agreement (2 CFR §200.339) and the State may terminate the Grant upon 30 days prior written notice if the default remains uncured five calendar days following the termination of the 30 day notice period. This remedy will be in addition to any other remedy available to the State of Colorado under the Grant, at law or in equity.

9. **Effective Date.** The effective date of the Uniform Guidance is December 26, 2013. 2 CFR §200.110. The procurement standards set forth in Uniform Guidance §§200.317-200.326 are applicable to new Awards made by Recipient as of December 26, 2015. The standards set forth in Uniform Guidance Subpart F-Audit Requirements are applicable to audits of fiscal years beginning on or after December 26, 2014.

10. **Performance Measurement.** The Uniform Guidance requires completion of OMB-approved standard information collection forms (the PPR). The form focuses on outcomes, as related to the Federal Award Performance Goals that awarding Federal agencies are required to detail in the Awards.

    Section 200.301 provides guidance to Federal agencies to measure performance in a way that will help the Federal awarding agency and other non-Federal entities to improve program outcomes.

    The Federal awarding agency is required to provide recipients with clear performance goals, indicators, and milestones (200.210). Also, must require the recipient to relate financial data to performance accomplishments of the Federal award.

Council Agenda Summary

November 15, 2015
Agenda Item Number 13
Key Staff Contact: Victoria Runkle, Assistant City Manager, 350-9730

Title
Consideration of a resolution establishing the 2016 tax levy and directing the certification of the same to the board of county commissioners

Summary
This resolution establishes the 2016 tax levy for taxes to be collected in 2016 at 11.274 mills and authorizes the City Clerk to certify to the Board of County Commissioners that the tax levy has been established for 2016.

Fiscal Impact

Does this item create a fiscal impact on the City of Greeley?	Yes
If yes, what is the initial or onetime impact?	Property tax revenue collected in 2017
What is the annual impact?	$9,813,277
What fund of the City will provide funding?	
What is the source of revenue within the fund?	
Is there grant funding for this item?	No
If yes, does this grant require a match?	n/a
Is this grant onetime or ongoing?	n/a
Additional Comments: Based on the preliminary certification from the Weld County Assessor showing assessed valuation of property subject to property tax by the City of Greeley, tax assessed for 2016 and collected in 2017 will be $9,813,277.	

Legal Issues
City Charter requires the City Council to establish the tax levy and authorize the City Clerk to certify to the Board of County Commissioners that the tax levy for 2016 has been established.

Other Issues and Considerations
None

Applicable Council Goal or Objective
Image Priority – Quality of Life

Decision Options
1. Adopt the resolution as presented; or
2. Amend the resolution and adopt as amended; or
3. Deny the resolution; or
4. Continue consideration of the resolution to a date certain.

Council's Recommended Action
A motion to adopt the Resolution.

Attachments
Resolution
Certification of Tax Levy
Notice of Tax Levy for 2016
Certification of Valuation

CITY OF GREELEY

RESOLUTION NO._____, 2016

RESOLUTION ESTABLISHING THE 2016 TAX LEVY AND DIRECTING THE CERTIFICATION OF THE SAME TO THE BOARD OF COUNTY COMMISSIONERS.

WHEREAS, the Charter of the City of Greeley, Colorado, as well as the laws of the State of Colorado, require the City Council to establish the tax levy so as to fix the rate of taxation by the City of Greeley upon property subject to the ad valorem property tax; and,

WHEREAS, the City Council has considered a proposed budget, and has considered the certificate from the Weld County Assessor showing that the total assessed valuation of property subject to the ad valorem property tax by the City of Greeley for the year of 2016 is $870,434,370; and,

WHEREAS, based upon consideration of the data referred to above, the City Council has determined that the rate of taxation necessary to produce the required tax revenues for the 2017 budget is 11.274 mills.

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

Section 1. The tax levy to be applied to the valuation for assessment of property subject to taxation by the City of Greeley, Colorado, is hereby established at 11.274 mills.

Section 2. The City Clerk is hereby authorized and directed to sign a statement certifying to the Board of County Commissioners that the tax levy for 2016 has been established at 11.274 mills.

PASSED AND ADOPTED, SIGNED AND APPROVED THIS ____ DAY OF November, 2016.

ATTEST: THE CITY OF GREELEY

_____ _____

City Clerk Mayor

CITY OF GREELEY

CERTIFICATION OF TAX LEVY

FOR 2016

STATE OF COLORADO)
COUNTY OF WELD)
CITY OF GREELEY)

The undersigned Mayor of the City of Greeley, Colorado hereby certifies that the City Council of the City of Greeley, on November 15, 2016, established by resolution that the 2016 tax levy by the City of Greeley will be 11.274 mills. All steps and hearings required to be conducted and completed prior to the establishment of the tax levy were in fact taken and concluded, in accordance with law. A true copy of the resolution establishing said levy is attached hereto.

Dated this 15th day of November, 2016.

_____ _____

City Clerk Mayor

NOTICE OF TAX LEVY FOR 2016

STATE OF COLORADO)
COUNTY OF WELD)
CITY OF GREELEY)

Whereas, at the regular meeting of the Council of the City of Greeley held at 1025 9th Avenue, in the City of Greeley, on the 15th day of November, 2016, the following resolution was unanimously adopted:

"Be it Resolved and Ordered by the City Council, that upon valuation of assessable property in Greeley as certified by the County Assessor the current year, there be and is hereby levied for:

Ordinary Purposes	11.274 mills
Interest	mills
Payment of Bonds	mills
Outstanding Warrants	mills
Special Improvements	mills
Parks	mills
Library	mills
Streets and Alleys	mills
Contingent	mills
TOTALS	**11.274 mills**

Passed by the City Council of Greeley, Colorado and approved this 15th day of November, 2016.

ATTEST:

City Clerk

Mayor

(Seal) Note: The Clerk or Secretary will immediately upon passage of this resolution deliver or cause to be delivered to the County Commissioners of the County and State aforesaid, a certified copy of said resolution with the seal thereto attached; also signed by the Mayor or President and Clerk or Secretary of Board.

CERTIFICATION OF VALUATION BY WELD COUNTY ASSESSOR

Name of Jurisdiction: 0411 - GREELEY CITY

New Entity: No

IN WELD COUNTY ON 8/18/2016

USE FOR STATUTORY PROPERTY TAX REVENUE LIMIT CALCULATIONS (5.5% LIMIT) ONLY

IN ACCORDANCE WITH 39-5-121(2)(a) AND 39-5-128(1),C.R.S. AND NO LATER THAN AUGUST 25, THE ASSESSOR CERTIFIES THE TOTAL VALUATION FOR ASSESSMENT FOR THE TAXABLE YEAR 2016 IN WELD COUNTY. COLORADO

1.	PREVIOUS YEAR'S NET TOTAL TAXABLE ASSESSED VALUATION:	$875,154,990
2.	CURRENT YEAR'S GROSS TOTALTAXABLE ASSESSED VALUATION: *	$965,730,530
3.	LESS TIF DISTRICT INCREMENT, IF ANY:	$95,296,160
4.	CURRENT YEAR'S NET TOTAL TAXABLE ASSESSED VALUATION:	$870,434,370
5.	NEW CONSTRUCTION: **	$22,854,976
6.	INCREASED PRODUCTION OF PRODUCING MINES: #	$0
7.	ANNEXATIONS/INCLUSIONS:	$538,740
8.	PREVIOUSLY EXEMPT FEDERAL PROPERTY: #	$0
9.	NEW PRIMARY OIL OR GAS PRODUCTION FROM ANY PRODUCING OIL AND GAS LEASEHOLD OR LAND (29-1-301(1)(b) C.R.S.): ##	$9,876,160
10.	TAXES COLLECTED LAST YEAR ON OMITTED PROPERTY AS OF AUG. 1 (29-1-301(1))(a) C.R.S.):	$0.00
11	TAXES ABATED AND REFUNDED AS OF AUG. 1 (29-1-301(1)(a) C.R.S.) and (39-10-114(1)(a)(I)(B) C.R.S.):	$142,403.30

* This value reflects personal property exemptions IF enacted by the jurisdiction as authorized by Art. X, Sec.20(8)(b),Colo.

** New construction is defined as: Taxable real property structures and the personal property connected with the structure.

Jurisdiction must submit respective certifications (Forms DLG 52 AND 52A) to the Division of Local Government in order for the values to be treated as growth in the limit calculation.

Jurisdiction must apply (Forms DLG 52B) to the Division of Local Government before the value can be treated as growth in the limit calculation.

USE FOR 'TABOR' LOCAL GROWTH CALCULATIONS ONLY

IN ACCORDANCE WITH THE PROVISION OF ARTICLE X, SECTION 20, COLO CONST, AND 39-5-121(2)(b),C.R.S. THE ASSESSOR CERTIFIES THE TOTAL ACTUAL VALUATION FOR THE TAXABLE YEAR 2016 IN WELD COUNTY, COLORADO ON AUGUST 25, 2016

1.	CURRENT YEAR'S TOTAL ACTUAL VALUE OF ALL REAL PROPERTY: @	$6,766,514,568
	ADDITIONS TO TAXABLE REAL PROPERTY:	
2.	CONSTRUCTION OF TAXABLE REAL PROPERTY IMPROVEMENTS: !	$175,712,110
3.	ANNEXATIONS/INCLUSIONS:	$1,857,720
4.	INCREASED MINING PRODUCTION: %	$0
5.	PREVIOUSLY EXEMPT PROPERTY:	$4,809,128
6.	OIL OR GAS PRODUCTION FROM A NEW WELL:	$11,287,010
7.	TAXABLE REAL PROPERTY OMITTED FROM THE PREVIOUS YEAR'S TAX WARRANT:	$0
	(If land and/or a structure is picked up as omitted property for multiple years, only the most current year's actual value can be reported as omitted property.)	
	DELETIONS FROM TAXABLE REAL PROPERTY:	
8.	DESTRUCTION OF TAXABLE REAL PROPERTY IMPROVEMENTS:	$2,588
9.	DISCONNECTIONS/EXCLUSION:	$0
10.	PREVIOUSLY TAXABLE PROPERTY:	$4,556,027

@ This includes the actual value of all taxable real property plus the actual value of religious, private schools, and charitable real property.

! Construction is defined as newly constructed taxable real property structures.

% Includes production from new mines and increases in production of existing producing mines.

IN ACCORDANCE WITH 39-5-128(1),C.R.S. AND NO LATER THAN AUGUST 25, THE ASSESSOR CERTIFIES TO SCHOOL DISTRICTS : 1. TOTAL ACTUAL VALUE OF ALL TAXABLE PROPERTY:---------->	$0

NOTE: All levies must be Certified to the Board of County Commissioners NO LATER THAN DECEMBER 15, 2016

Data Date: 8/18/2016

Council Agenda Summary

November 15, 2016
Agenda Item Number 14
Key Staff Contact: Andy McRoberts, Director of Culture, Parks and Recreation

Title
Consideration of a resolution to amend and adopt a Joint Use Agreement / Intergovernmental Agreement between the City of Greeley and Weld County School District 6

Summary
This is an update to the current IGA with School District 6 regarding joint use of each other's facilities. Several items have now been combined in to the Agreement that have traditionally been brought to Council separately as individual IGA's. These items include the annual "Museums to You" program and Youth Enrichment's participation in the Century 21 program ("The Summit") for after school programs at the Rodarte Center.

Fiscal Impact

Does this item create a fiscal impact on the City of Greeley?	Not directly, although two specific items within the Agreement spell out financial contributions from District 6 to the City of Greeley for management of Middle School Sports and aquatics facilities.
If yes, what is the initial or onetime impact?	
What is the annual impact?	Current terms outline revenue of up to $41,000/yr from D6 to COG
What fund of the City will provide funding?	
What is the source of revenue within the fund?	
Is there grant funding for this item?	
If yes, does this grant require a match?	
Is this grant onetime or ongoing?	
Additional Comments:	

Legal Issues
The City Attorney's Office drafted the language within the Agreement

Other Issues and Considerations
None.

Applicable Council Goal or Objective
Help create a community environment that supports youth success.
Provide a framework of public services, facilities and equipment that support a safe, pleasing and successful community

Decision Options

1. Adopt the resolution as presented; or
2. Amend the resolution and adopt as amended; or
3. Deny the resolution; or
4. Continue consideration of the resolution to a date certain.

Council's Recommended Action

A motion to adopt the Resolution.

Attachments

Resolution
Intergovernmental Agreement

THE CITY OF GREELEY, COLORADO

RESOLUTION _____, 2016

A RESOLUTION OF THE CITY OF GREELEY COUNCIL AUTHORIZING THE CITY TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF GREELEY AND THE WELD COUNTY SCHOOL DISTRICT 6 APPROVING THE MASTER JOINT USE AGREEMENT

WHEREAS, in accordance with §29-1-203, governments may cooperate or contract with one another to provide function, service or facility lawfully authorized to each of the cooperating or contracting units of government; and

WHEREAS, pursuant to Colorado Revised Statute §22-32-122, the Weld County School District 6 ("District") is authorized to contract with the City of Greeley ("City") for the performance of services which District is lawfully authorized to perform; and

WHEREAS, City and District have joined together to provide opportunities for the youth in Greeley to participate in safe, fun and healthy activities which contribute to youth success; and

WHEREAS, City and District have cooperated for many years to share facilities in order to maximize each of their abilities to offer activities to the youth in Greeley;

WHEREAS, City and District have jointly administered programs benefiting youth in our community; and

WHEREAS, in 2000 City and District entered into an Intergovernmental Agreement entitled the "Master Joint Use Agreement" in order to outline the sharing of their facilities and to establish consistent policies and procedures for the use of these facilities; and

WHEREAS, City and District most recently amended their "Master Joint Use Agreement" in 2015; and

WHEREAS, City and District now desire to enter into a new Agreement which will govern the sharing of their facilities and related responsibilities; and

WHEREAS, City has for several years worked with District to bring historical presentations into the schools in the form of a "Museums to You" presentation; and

WHEREAS, District receives 21st Century grant funding to administer after school programs and City has agreed to host the after school programs at the Rodarte Center;

WHEREAS, City and District now wish to incorporate their various agreements into this Master Joint Use Agreement; and

WHEREAS, it is in the best interest of the citizens of the City of Greeley for Council to enter into this Agreement.

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

Section 1. The City Council hereby authorizes the City to enter into an Intergovernmental Agreement entitled "Master Joint Use Agreement", a copy of which is attached hereto and incorporated herein as Exhibit A.

Section 2. City staff is hereby authorized to make changes and modifications to the Agreement, so long as the substance of the Agreement remains unchanged.

Section 3. City staff is hereby authorized to renew this Agreement, to sign the renewal Agreement, and to make changes and modifications to the terms of the Agreement upon renewal, and specifically to make changes to the Exhibits setting forth the Scope of the Programs.

Section 4. This Resolution shall become effective immediately upon its passage.

PASSED AND ADOPTED, SIGNED AND APPROVED THIS _____ day of _____, 2016.

ATTEST: THE CITY OF GREELEY, COLORADO

_____ _____

City Clerk Mayor

JOINT USE AGREEMENT

This Agreement is made and entered into this _____ day of_____, 2016 by and between the City of Greeley, Colorado hereinafter referred to as "City", and WELD COUNTY SCHOOL DISTRICT 6 hereinafter referred to as "District".

WHEREAS, pursuant to Colorado Revised Statute §29-1-203, governments may cooperate or contract with one another to provide function, service or facility lawfully authorized to each of the cooperating or contracting units of government; and

WHEREAS, pursuant to Colorado Revised Statute § 22-32-122, District is authorized to contract with City for the performance of services which District is lawfully authorized to perform; and

WHEREAS, City and District have joined together to provide opportunities for the youth in Greeley to participate in safe, fun and healthy activities which contribute to youth success; and

WHEREAS, City and District have cooperated for many years to share facilities in order to maximize each of their abilities to offer activities to the youth in Greeley;

WHEREAS, in 2000 City and District entered into an Intergovernmental Agreement entitled the "Master Joint Use Agreement" in order to outline the sharing of their facilities and to establish consistent policies and procedures for the use of these facilities; and

WHEREAS, City and District most recently amended their "Master Joint Use Agreement" in 2016; and

WHEREAS, City and District now desire to amend the Master Joint Use Agreement to add additional programs and incorporate various other intergovernmental agreements into this Master Agreement; and

WHEREAS, City has longstanding partnerships with other organizations that support youth recreation and youth activities within the City of Greeley.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED HEREIN, AND OTHER GOOD AND VALUABLE CONSIDERATION, THE SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED BY AND BETWEEN THE PARTIES, THE PARTIES HEREBY AGREE AS FOLLOWS:

A. ***Term***. This Agreement may be renewed annually. The initial term shall begin July 1, 2016 and end June 30, 2017.

1. City and District shall meet to review the Agreement and recommend any changes, if any, each year by April 30th

2. Provided there are no changes to the body of this agreement, the Superintendent of the District and the City Manager of the City may extend this contract annually upon execution of a written extension agreement. The parties expressly authorize the Superintendent and the City Manager to negotiate amendments, additions, and/or deletions to the Exhibits attached to this Agreement. Such modifications, additions or deletions shall not be considered changes to the body of this agreement. The parties expressly agree that modifications, additions and deletions to the Exhibits are expressly authorized to be completed by the Superintendent and the City Manager.

B. ***Termination.*** This Agreement shall be deemed a revocable license to use the facilities as described herein and said license shall automatically renew by its own terms unless, thirty (30) days prior to the expiration date, City or District provides written notice of intention to terminate the Agreement.

1. Upon breach of this Agreement, the non-breaching party may give written notice of termination specifying the claimed breach and the action required to cure the breach. If the breaching party fails to cure the breach within five days from receipt of said notice, then the contract shall terminate ten days from receipt of the written notice of the breach.

C. ***Facility Use***. The parties' mutually agree to the joint use of their respective facilities as set forth herein and outlined more specifically on Exhibit "A" which is attached hereto and incorporated herein by this reference. Exhibit "A" shall be updated annually during the parties' annual review of this Agreement.

1. City agrees to make its facilities available to District, as outlined in Exhibit "A.1", provided that District's use does not interfere or conflict with any City programs. Use of City's facilities shall occur only during the hours the facilities are normally open and available.

2. District agrees to make its facilities available to City, as outlined in Exhibit "A.1", provided that City's use does not interfere or conflict with any District programs. Use of District's facilities shall occur only during the hours the facilities are normally open and available.

3. If one of the parties wishes to use the other party's facilities at a time when that facility is normally closed or not staffed, the using party agrees to pay all direct costs incurred for their use of the facility at that time. Direct costs may include utility, personnel and supply costs, at the rates prescribed by the owner of the facility. Should a party use a facility that is closed or not staffed, the facility owner shall have the right to provide a minimum of one on-duty staff person, which costs will be reimbursed by the using party.

4. If either party uses the facilities described on Exhibit "A.1" in excess of the amounts authorized, the using party may be charged an Excess Use fee.

5. Each party will schedule the use of the other party's facilities in accordance with subparagraphs (a) and (b) below.

   a. With the exception of UCCC use, the District shall appoint one person who will be responsible for scheduling use of City facilities for all District personnel. District shall use the scheduling forms provided by the City.

   b. The City shall appoint one person who will be responsible for scheduling use of District facilities for all City personnel. The City shall use the scheduling forms provided by the District.

   c. The parties anticipate that District will have the opportunity to rent District's facilities to users who are not a party to this agreement. City's use of District's facilities shall take precedence over all non-District uses. "City's use" shall be deemed to include use by City's partners. Neither party shall be entitled to cancel a scheduled use of the other party in favor of a non-party's use.

   d. District agrees that use by Charter, Private or other educational institutions within the City of Greeley shall also take precedence over private use of the District's Facilities.

6. Each party shall track and provide to the other party an annual report detailing the previous year's usage of specific facilities and hours of use. This tracking report shall be kept up to date and be provided as requested by either party throughout the year.

7. The party using the facility agrees to return it to a clean and sanitary condition after use by that party or any of its agents and invitees. In the event the facility is not returned to such condition and the operator of the facility incurs expenses to affect a clean and sanitary condition, the use of the facility may be invoiced for the direct costs incurred. In the event that equipment at the facility is damaged by the user due to improper use, it shall be repaired at the user's expense.

8. With regard to the shared facility use, each party shall provide its own personnel for the supervision of the programs it conducts.

9. City and District agree to make no unlawful, improper or offensive use of the other's facilities. All rights of the using party shall be terminated in the event that such use is permitted by the using party. All persons using facilities owned by City shall abide by City policies. All persons using facilities owned by District shall abide by District policies.

10. City and District will avoid bumping existing facilities and program uses. When a conflict exists, City and District shall attempt to find alternative sites for the non-City/district activity to take place.

11. Preventative and emergency maintenance of facilities shall take priority over all scheduled programs. However, preventative maintenance shall be scheduled prior to the parties determining the facility schedule each year. To the extent that preventative or non-emergency maintenance was not scheduled prior to determining the facility schedule, each party shall notify the other in advance of such maintenance closure and obtain the other party's consent for the closure in order to accommodate alternative schedule planning.

D. ***Fees.*** The parties respective obligations for the payment of fees related to this Agreement shall be set forth on Exhibit "B" which is attached hereto and incorporated herein by this reference. Exhibit "B" shall be updated annually during the parties' annual review of this Agreement.

E. ***District 6 Football Stadium and Soccer Stadium***

1. The parties have previously entered into an agreement regarding the installation of synthetic turf fields which was subject in some respects to the execution of this Agreement. Nothing within this Agreement is intended to supersede the parties' prior synthetic turf installation Agreement unless otherwise specifically stated herein.

2. District agrees to make its facilities available to City, as outlined in Exhibit "A", provided that City's use does not interfere or conflict with any District programs. Use of District's facilities shall occur only during the hours the facilities are normally open and available.

3. The parties agree that, to the extent known at this time, the specific use schedules are set forth on Exhibit "A".

    a. The District activities set forth on Exhibit "A" shall have priority over all other uses. Conflicts shall be resolved prior to the adoption of Exhibit "A" by the District's Director of Student Life/Athletics and the City's Director of Culture Parks and Recreation or their respective designees.

    b. No private use shall take precedence over the parties use.

    c. Rental fees associated with private use may be charged and retained by the District.

4. Football field activities at the District Football Stadium will not be allowed during times when track meets are occurring.

5. City shall be required to pay those fees set forth on Exhibit "B" for use of the District Football and Soccer Stadium Fees, which may include additional fees due to turning on athletic lighting fixtures for City events at the approved annual rates set forth on Exhibit "B".

F. ***Greeley Recreation Center Swimming Pool***

1. In 1986, the City of Greeley constructed a competition size swimming pool within the Greeley Recreation Center. This was done with the consent and agreement of the District. The District contributed 25% of the costs of constructing the swimming pool, which was $250,000. This contribution was memorialized in a Memorandum of Agreement dated February 18, 1986 (hereinafter referred to as the 1986 MOA).

2. The 1986 MOA provided that the City would be responsible for maintenance of the swimming pool, and District would be responsible for payment of 25% of the costs of utilities and water chemicals for the swimming pool.

3. The MOA by its terms expired on February 18, 2011.

4. The District has not historically contributed 25% of the costs of utilities and water chemicals for the swimming pool, but has contributed financially in other ways. In 2014, the District provided $40,000 towards the costs of bleachers for the swimming pool area.

5. The parties desire to continue the long standing partnership regarding the swimming pool area.

6. The parties will schedule uses for the swimming pool area on Exhibit "A.1."

7. The District will be allowed to collect fees for entrances into swimming meets and keep those fees.

8. The District will contribute financially towards the costs of utilities (electrical, gas and water), staffing, and chemicals for the swimming pool based on a percentage of their annual usage. This amount shall be negotiated on a yearly basis and shall be set forth on Exhibit "D" which is attached hereto and incorporated herein by this reference.

9. The District may provide concessions for events at the cost of $50.00 per event

10. When equipment replacement and capital construction costs arise, the District will contribute to the expense accordingly, based on facility usage.

11. The City shall be responsible for the costs of day to day maintenance of the swimming pool and the swimming pool area.

12. The financial obligations of the parties set forth in this paragraph shall be subject to adequate annual appropriations as detailed in Paragraph V of this agreement.

G. *Playgrounds*

1. The District agrees that all playground structures located on school grounds shall be open to the general public during non-school hours. The District may close playground structures located on school grounds during emergency, financial hardships, or law enforcement events.

2. All school playgrounds shall be considered by the parties to be neighborhood parks, as that term is defined in the City of Greeley Parks Master Plan.

3. Sherwood Park/Scott Elementary.

a. The parties acknowledge their mutual interests in providing playground facilities at the adjacent Sherwood Park and Scott Elementary School.

b. City has provided and owns the playground equipment and/or outdoor fitness equipment located on Sherwood Park property. District has provided and owns the playground equipment and/or outdoor fitness equipment located on Scott Elementary School property.

c. All equipment shall be open and available to the general public and to school activity as scheduling allows.

d. Each party shall maintain their own play structures and/or outdoor fitness equipment.

e. Notwithstanding any cost sharing that occurred in the past, the parties agree that each party shall henceforth bear the costs for replacement and or improvements to their equipment.

f. Each party shall bear liability and risk of loss associated with their respective property, including for equipment located on that property and activities occurring on that property.

4. East Memorial Park/ Bella Romero Academy K-3 campus

a. The City has supplied funding for installation of a playground in 2014 at the District's Bella Romero Academy K-3 campus. This playground structure is designed for ages 5-12.

b. The City has agreed to construct an additional playground structure on the District's property at Bella Romero Academy K-3 campus. This

playground structure shall be designed for ages 2-5.

c. The District has agreed that the playground located on the Bella Romero Academy K-3 campus shall be designated a neighborhood park.

d. District shall be responsible for inspecting all playground equipment monthly.

e. District shall be responsible for maintenance of all playground equipment per manufacture specifications.

f. District agrees to accept all liability associated with the use of the playground equipment and shall accept all risk of loss associated with the playground equipment. To the extent authorized by law, the District agrees to indemnify and hold the City harmless for any and all liability associated with the playground equipment except for any acts of City employee negligence.

H. ***Middle School Sports Program.***

1. City and District agree to cooperate in establishing and supporting a Middle School Sports Program for students in District's service area.

2. City and District agree that the Middle School Sports Program will provide the programs identified on Exhibit "C" which is attached hereto and incorporated herein by this reference. City and District agree that leagues shall be organized so that students may compete with students from all schools.

3. City and District agree that they shall mutually engage the services of a Coordinator who shall be responsible for managing the Middle School Sports Program.

   a. "Coordinator") will be employed by the City of Greeley to facilitate the Greeley Middle School Sports offerings to District's students.

      i. The employment of Coordinator shall be that of an at-will employee subject to the Personnel Policies and Procedures of City. However, the parties expressly agree that should a violation of District Personnel Policies and Procedures come to the attention of the District, that District shall forthwith notify City of said violation and request appropriate personnel action. It is the responsibility of City to prosecute and defend all actions by or against Coordinator, for violation of employment policies and procedures.

      ii. City shall provide Workmen's Compensation Insurance coverage

for Coordinator while performing the functions and duties of the set forth in this Contract and said City insurance coverage shall apply to all activities of Coordinator, whether performing services for the City or the District.

b. The Coordinator shall act in the best interests of both parties separately and/or jointly, in a manner that is reasonable and appropriate with respect to the circumstances at hand.

c. The Coordinator shall assume responsibilities and perform duties as set forth in the official job description prepared by City and as assigned by his Supervisor. City agrees that the Coordinator duties set forth on Exhibit "C" shall be included within the duties performed by Coordinator.

d. District hereby agrees to reimburse City for the services of the Coordinator in the annual amount of identified on Exhibit "B".

e. City and District will provide facilities for the Middle School Sports Program as set forth on Exhibit "A.1".

f. In coordination with City's Achieving Community Excellence (hereinafter referred to as "ACE") the City will support and encourage educational opportunities for District and City Coaches to provide Three Dimensional Coach Development, whether paid or volunteer.

g. City will provide concussion training to City and District Coaches, whether paid or volunteer. Said training is intended to assist City and District with meeting the requirements of C.R.S. § 25-43-103

h. City will provide grants, as available, through its existing Youth Assistance Fund (YAF) program to participants of the Middle School Sports Program. District will assist in solicitation of local sponsors with cash donations to help defray the cost of administering the YAF whenever possible in light of the City's significant expense in supplying YAF funds to District students.

i. City will be responsible for scheduling and providing referees for all athletic games and activities which are organized as part of the Middle School Sports Program.

j. City will facilitate communication with participants and their parents regarding the Middle School Sports Program, including information about practices and games. District will assist in providing adequate communication methods to students and parents through the Middle School administrative and athletic directors' offices.

k. District shall assist in, and accommodate through the coordination with the

Middle School Sports Coordinator, the collection of Middle School Sports student registrations and fee payments through the administrative offices of each school. Schools shall also assist in verification of those students who are eligible for scholarship funding through the City's YAF.

l. City will support District's eligibility requirements for student athletes, including physical/medical exams, and academic and behavioral standards.

I. ***Access for Community Partners***. The parties understand and agree that the City shall be allowed to schedule use at District facilities by its community partners in the same manner that City schedules use for its own programs. These community partners may include, but are not limited to, Greeley Evans Youth League, Bootleggers, and any other entity that serves citizens in the City of Greeley. City's community partners may include Private Schools and Charter Schools located within District's boundaries.

J. ***Community Forestry Program.***

1. The parties agree that City shall continue to conduct an Arbor Day program in District schools to educate students about the importance of trees and our urban forest.

The parties agree that the schedule for this program will be established yearly by the Greeley Forester via contact with the District. City shall not charge for this program.

K. ***Youth Enrichment Programs.***

1. 21st Century After-School Program.

   a. City operates Youth Enrichment programs to provide recreational activities to youth after school.

   b. District obtains grant funding from the State of Colorado to operate 21st Century Learning Center After-School Programs. District wishes to contract with City to provide services for the operation of the 21st Century Learning Center After-School Programs under the terms and conditions set forth on Exhibit "E" attached hereto and incorporated herein by this reference.

2. District will provide payment to the City for Youth Enrichment Programs in the amount set forth on Exhibit B, dependent upon annual grant funding and appropriation of funds.

L. ***Cultural and Historical Education Programs.***

1. Museum To You Presentations. City agrees to conduct "To School (Museum To You)" Presentations (hereinafter referred to as "Museum To You") to classrooms of grades 2-5 as an expectation of District 6 curriculum under the terms and conditions set forth on Exhibit "F" attached hereto and incorporated herein by this reference.

2. District will provide payment to the City for the Cultural and Historical Education Programs in the amount set forth on Exhibit B.

M. ***Assignment and Modification.***

1. Both parties agree that this Agreement may not be assigned, transferred, or conveyed without prior consent of the other party.

2. This Agreement grants authority to the parties to amend this Agreement in writing annually upon mutual agreement and signature of both parties.

N. ***Hold Harmless***. The City, its officers and employees, shall not be held liable for injuries or damages caused by any negligent acts or omissions of the District, its officers, employees, agents or volunteers while performing the functions or furnishing facilities as described in this Agreement. The District, its officers and employees, shall not be held liable for injuries or damages caused by any negligent acts or omissions of the City, its officers, employees, agents or volunteers while performing the functions or furnishing facilities as described in this Agreement.

O. ***Primary Liability Insurance Coverage***. With regard to any liability resulting from the negligent acts or omissions of City, its officers, employees, agents or volunteers while performing the functions or furnishing facilities as described in this Agreement, the City's self-insurance program shall be primary. With regard to any liability resulting from the negligent acts or omissions of District, its officers, employees, agents and volunteers while performing the functions or furnishing facilities as described in this Agreement, the liability insurance policy(s) of the District shall be primary.

P. ***Reservation of Immunity***. Nothing herein shall be construed as a waiver of any rights of either City or District under the Colorado Governmental Immunity Act as set forth in Title 24, Article 10, Sections 101 and following, Colorado Revised Statues. The parties specifically reserve unto themselves, any and all defenses, and rights to notice, provided in such statue.

Q. ***Interpretation.*** The parties agree that should there be issues concerning the interpretation of this written Agreement, or questions with regard to use, such will be referred to the Superintendent for District and to the City Manager for City, or their respective designees.

R. ***Force Majeure.*** No party shall be responsible for events beyond its reasonable control, such as acts of God, weather delays, government restrictions, or unforeseen commercial delays. If the event is postponed due to inclement weather or other conditions beyond City's control, it may be rescheduled for another time.

S. ***Notices.*** All Notices required or permitted hereunder shall be deemed duly given if sent by certified mail, postage prepaid, addressed to the parties as follows:

If to City:	If to District 6:
City of Greeley	Weld County District 6
Culture, Parks, and Recreation Department	District Athletic Director
ATTN: Andy McRoberts	ATTN: Bob Billings
651 10th Avenue	1025 9th Avenue
Greeley, Colorado 80631	Greeley, Colorado 80631

T. ***Entire Agreement*** This agreement contains the entire understanding between the parties hereto relating to the subject matter contained herein and supersedes any and all prior agreements, communications, or representations, whether oral or written. This agreement may not be amended, altered, modified or changed except by a writing signed by both parties hereto.

U. ***Venue and Governing Law.*** This Agreement is being executed and delivered and is intended to be performed in the State of Colorado, and the laws of Colorado shall govern the validity, construction, enforcement, and interpretation of this Agreement. Venue for all actions regarding this Agreement shall be Weld County, Colorado.

V. ***Severability.*** If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or illegal, such provision shall be re-written to affect the nearest intent of that provision, and the remaining provisions shall remain applicable.

W. ***Third Party Beneficiaries.*** It is expressly understood and agreed that the Enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement, shall be strictly reserved to City and District. Nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of City and District that any such person or entity, other than City or District, receiving services or benefits under this Agreement shall be deemed an incidental beneficiary only (see CRS §4-2-318).

X. ***No Multiple Year Debt.*** Nothing herein shall be construed to constitute an obligation of City or District in violation of Article X, Section 20 of the Constitution of the State of Colorado. Therefore, notwithstanding any other provision herein to the contrary, no obligation or debt created hereunder shall be enforceable if the same is in violation of such constitutional provision. Specifically, all obligations of the parties which extend beyond the current fiscal year, are subject to appropriation and failure to appropriate funds shall be a defense to any claim against any non-appropriating party.

Y. ***Prior Agreements.*** Unless specifically stated elsewhere herein, this Agreement shall supersede the parties prior Master Joint Use Agreements, and any other agreements covering the same subject matter as those items addressed herein. This Agreement shall not supersede the parties' Agreement "Regarding the Installation of Synthetic Turf Fields" except to the extent that the terms of this Agreement conflict with the terms set forth therein.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as first state above.

Weld County School District 6

_____
Deirdre Pilch, Ed.D.
Superintendent

_____
Roger A. Dewitt
Board President

City of Greeley

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO SUBSTANCE:

By:_____
Roy Otto, City Manager

AVAILABILITY OF FUNDS:

By:_____
Victoria Runkle, Director of Finance

APPROVED AS TO LEGAL FORM:

By:_____
Doug Marek, City Attorney

EXHIBIT "A"
TO CITY OF GREELEY AND WELD COUNTY SCHOOL DISTRICT 6 JOINT USE AGREEMENT 2016-2017

I. WELD COUNTY SCHOOL DISTRICT 6 USE OF CITY OF GREELEY SITES.

ALL HOURS ARE APPROXIMATE

A. **Downtown Recreation Center Swimming Pool 600 HOURS/YEAR**
Hours available to WCSD 6 are 7-9am (lap pool only) and 3-5:30pm M-F (full pool & diving well)

- Limited additional weekend or vacation practice/meets if requested in advance and mutually agreed upon.
- Use of the pool does not require the City to make special set ups (e.g. lane dividers, timing system).
- Use by WCSD 6 Special Education and Specialty Team Program will be during open gym or open/family swim.
- Swim Meet Scheduling, and usage outside of/in addition to initial agreement must be coordinated with the Recreation Superintendent or designee and may be subject to additional per hour per lane charges.

B. **Downtown Recreation Center, Senior Center Meeting Rooms, and Anna Gimmestad Modular 340 HOURS/YEAR**

C. Downtown Recreation Center gyms 600 HOURS/YEAR

- Use of the Main or Auxiliary Gyms does not require the City to make special set ups (e.g. volleyball courts when such was not scheduled by City as an activity that day) nor allow any use as exclusive, thus depriving use by general public.
- District 6 staff is expected to actively supervise students at all times during use.

D. **Downtown Recreation Center Weight Room & Racquetball Courts 140 HOURS/YEAR**

- Not available during the hours of 11AM-1PM and 4-7PM Monday through Friday
- Use by WCSD 6 Special Education and Specialty Team Program will be during open gym.
- District 6 staff is expected to actively supervise students at all times during use.

E. **Downtown Recreation Center Dance Studio 140 HOURS/YEAR**

F. **Park & Park Shelter Use** **155 HOURS/YEAR**

- Park Use requests require a full 2 weeks to process and must be submitted to accommodate this process

- Specific times of event must be included on request form, including set-up/tear-down

G. **Monfort Park Shelter & Park** **10 HOURS/YEAR**

- May be requested for Cross Country Meets, Invitationals and Regionals

- A Park Use Application is required if any sound equipment is to be used and/or tent or canopy use

H. **Youth Sports Complex** **50 games, 400 HOURS/YEAR (approx)**
90 practices (Saturday 3.5 hours)

- A game and practice schedule must be coordinated with the Ted Trujillo, Parks Program Manager, or designee

I. **Butch Butler Baseball Field 36 games** **125 HOURS/YEAR**

- A game schedule must be coordinated with Ted Trujillo, Parks Division Manager, or designee

J. **Centennial Tennis Courts** **447 HOURS/YEAR**

- A game schedule must be coordinated with Lorraine Zamora, Recreation Supervisor

- Usage hours will be based on number of courts, plus number of hours.

- District must provide their own equipment for practices and matches

- A minimum of three courts must remain open for public use during practice times

K. Rodarte Center **45 HOURS/YEAR**

L. Island Grove Regional Park Event Center **20 HOURS/YEAR**

- Island Grove will hold the Event Center as an alternate for School District 6 Graduation Ceremonies in case of inclement weather.

- The City will waive the deposit fee required to hold the reservation of the Event Center, however, in the event that the School District actually needs the building, building rental fees will apply as the City nor the County are able to waive these fees.

- The City will charge a separate $1500.00 set up fee if city personnel set up the equipment in the Event Center, including staging and chairs.

N. Greeley Ice Hans

- See fee schedule (Exhibit B)

O. Greeley Family Funplex

- See fee schedule (Exhibit B)
- Daytime usage of the Family FunPlex will be mutually agreed upon.

- The group must supply adequate adult/student ratios in all areas of the building being used.
- Children under 5: 1/1 ratio Children 6-12: 1/10 ratio Children 13 +: 1/20 ratio

P. **Union Colony Civic Center (UCCC)**
In order to provide the opportunity for student performances, awards and/or graduation ceremonies the UCCC will:

- Allow each Weld County School District 6 school (1) rent free use (subject to availability) of either the Hensel Phelps Theater or Monfort Concert Hall with the understanding that no admission is to be charged. Schools may charge a "user fee" of $2.00 or less per ticket strictly to cover labor, Technical and ticketing costs. Ticket Handling Fees assessed by the ticket vendor may be added to each ticket purchase.

- Require each Weld County School Dist. 6 school utilizing the facility to provide (10) volunteers to take tickets, usher, etc.

- Allow Weld County School District 6 Administration (3) rent free uses (subject to availability) of either Monfort Concert Hall or Hensel Phelps Theater each school year. Invoke the established UCCC fee schedule if at any time there is an admission charge implemented by the school(s).

- Provide a complete packet of informational materials for each District 6 school. This packet will include, but not be limited to; Contracts, Theatre Use Policies, Technical Guidelines, Ticket Office Policies and Rate Schedules. Each individual school will be responsible for attending a tenant meeting with the UCCC staff at least 60 days prior to their event. The meeting will be scheduled through the UCCC Administrative Specialist and the attendees must come prepared to make final ticketing, technical and front of house arrangements at this time. The UCCC Events Coordinator will contact the District 6 Facilities Office with the meeting schedules.

Q. Golf Courses

1. **CLASS USE**

a. A class schedule must be coordinated with the Golf Professional assigned to each Golf Course for usage at Boomerang Links GC and Highland Hills GC. Each class will be limited to 5 visits at either Boomerang or Highland Hills for their respective classes. These 5 visits will be categorized as follows:

- Boomerang Links GC — (3) times to use driving range and driving range use will be at the North end of the driving range.

- The class instructor will be responsible to get the students to and from the driving range without any interference to the patrons of the golf course.

- Highland Hills GC —(1) time on the putting green for testing and (1) time on the chipping green for testing. The class instructor will be responsible to keep students together in the testing area.

b. If for any reason the classes must visit the golf courses more than the scheduled (5) times, $10.00 per student per visit will be paid to the golf course Pro Shop.

2. **TEAM USE**

a. Tryouts — Each District 6 school supporting a boy's or girl's golf team will have up to (3) days for the tryouts at either Boomerang Links GC or Highland Hills GC. Times for tryouts will not be scheduled before 11 am on any weekday, not Saturday or Sunday and times will be scheduled at a minimum of (1) week or (7) days prior to date of tryouts.

b. Regular Practice — Each golf team can have up to 6 tee times per week at either Boomerang Links GC or Highland Hills GC and will not be scheduled before 11 am on any weekday, not Saturday or Sunday and times will be scheduled at a minimum of (1) week or (7) days prior to date of playing. Only coaches or school officials can schedule tee times for their respective teams. High school golf team players scheduling tee times and playing on their own without supervision of a coach or a school official will be subject to being charged full junior green fee rates.

c. Matches or Invites —Invitational events that will use a **shotgun start will be scheduled at 8am and conference matches with start times on hole #1 will not be scheduled before 12pm (noon). Schedules for matches or invites must be submitted to the Manager of Golf 60 days prior to the beginning of season.

d. Range — Driving Range punch cards are available for golf teams if teams do not want to make daily cash purchases for the driving range. The range punch cards are sold at pro shop counters and the cards can only be used at the golf course they are purchased at.

** Shotgun start has all players starting at the same time at different holes off the golf course. All players start at the same time and finish at the same time.

II. CITY OF GREELEY USE OF WELD COUNTY SCHOOL DISTRICT 6 SITES

A. Elementary Schools:

1. Bella Romero School gymnasiums and athletic fields.
2. Christa McAuliffe Elementary School gymnasium and athletic field.
3. Jackson Elementary School gymnasium and athletic field.
4. Madison Elementary School gymnasium and athletic field.
5. Maplewood Elementary School gymnasium and athletic field.
6. Meeker Elementary School gymnasium and athletic field.
7. Monfort Elementary School gymnasium and athletic field.
8. Shawsheen Elementary School gymnasium and athletic field.
9. Winograd School gymnasium and athletic field.
10. Other school sites as arranged to accommodate recreation programs practices and games.

B. Heath and Prairie Heights Outdoor Tracks

1. Use of Heath Track and Prairie Heights Tracks for the City to host the Rocky Mountain Senior Games in June of each year, as well as summer months for CARA track practices and events, is a negotiated use. Use of this site will be coordinated through the District Facilities Office and must be in accordance with limitations and restrictions as noted.

2. The City agrees to the following in regards to use of the Heath Track:

- provide all pertinent information in regards to day, times, and events well prior to the event date;
- be responsible for all setup and cleanup;
- have access to track, restrooms, electrical outlets, PA system, storage shed, hurdles, high jump pit/mats, pole vault pit/mats, long jump pit, and shot put area for softball throw, and disc area/cage net.

C. District Six Football Stadium

1. The District Six Football Stadium has been designated as a Community Park by the City of Greeley, which requires frequent access by the public.

2. City shall have priority access to the District 6 Football Stadium all day on Saturdays and Sundays between the hours of 8 a.m. to 5 p.m., with the following exceptions:
**To be determined by season*

3. The City shall have the use of the District 6 Stadium at the following additional times:
**To be determined by season*

4. District events will always have first priority for scheduling at the District Stadium. To the extent the district can control their schedules; the District will make all reasonable and appropriate efforts to limit scheduling on Saturdays, so as to allow the City to establish schedules that are as consistent as possible. Priority for the City on Saturday scheduling is the District 6 Football Stadium; however, should there be a conflict between a City program and a District program, both entities will work together to allow some flexibility in the schedules and bring a resolution to the conflict. Any scheduling conflicts shall be resolved and approved by District's Director of Student Life/Athletic Director and the City's Director of Culture, Parks and Recreation.

5. A master schedule shall be kept by the District and shared with the City as needed for scheduling purposes.

6. Football field activities at the District Football Stadium will not be allowed during times when track meets are occurring.

7. No event or private use of the facilities can take precedence over District and City events. Scheduling shall be approved by both parties. Any rental fees associated with such rentals may be retained by the District to compensate for maintenance of the fields. The City may not rent the fields nor collect any private rental fees for the fields. If scheduling permits, the District may rent the fields and may collect any and all rental fees pursuant to District's established rental fee schedule.

8. If an outside party (not District or City programs/partners) requests rental use of the football stadium field, communication between the District and the City shall take place prior to any approval of an outside groups usage. The City's schedule for field use shall take place a minimum of six weeks prior to scheduled use and release of dates/availability for outside groups shall not take place more than 6 weeks prior to any actual requested use.

D. District Six Soccer Stadium

1. The District 6 Soccer Stadium has been designated as a Community Park by the City of Greeley, which requires frequent access by the public.

2. City shall have priority access to the District 6 Soccer Stadium all day on Saturdays and Sundays between the hours of 8 a.m. to 5 p.m., with the following exceptions:
** To be determined by season*

3. The City shall have the use of the District 6 Soccer Stadium at the following additional times: **To be determined by season*

4. District events will always have first priority for scheduling at the District Stadium. To the extent the district can control their schedules, the District will make all reasonable and appropriate efforts to limit scheduling on Saturdays, so as to allow the City to establish schedules that are as consistent as possible. Priority for the City on Saturday scheduling is the District soccer stadium; however, should there be a conflict between a City program and a District program, both entities will work together to allow some flexibility in the schedules and bring a resolution to the conflict. Any scheduling conflicts shall be resolved and approved by District's Coordinator of School Leadership and the City's Director of Culture, Parks and Recreation.

5. A master schedule shall be kept by the District and shared with the City as needed for scheduling purposes.

6. No event or private use of the facilities can take precedence over District and City events. Scheduling shall be approved by both parties. Any rental fees associated with such rentals may be retained by the District to compensate for maintenance of the fields. The City may not rent the fields nor collect any private rental fees for the fields. If scheduling permits, the District may rent the fields and may collect any and all rental fees pursuant to District's established rental fee schedule.

7. If an outside party (not District or City programs/partners) requests rental use of the soccer stadium field, communication between the District and the City shall take place prior to any approval of an outside group's usage. The City's schedule for field use shall take place a minimum of six weeks prior to scheduled use and release of dates/availability for outside groups shall not take place more than 6 weeks prior to any actual requested use.

E. The following District owned sites will be available to the City for the Middle School Sports program:

1. Heath Middle School gymnasium, athletic field, and track
2. Franklin Middle School gymnasium, athletic field
3. John Evans athletic field and track
4. Prairie Heights gymnasium, athletic field, and track
5. Brentwood Middle School gymnasium
6. Winograd K-8 School gymnasium, athletic field
7. Bella Romero Academy School gymnasium, athletic field
8. Other school sites as needed to accommodate Middle School Sports Program practices and games

III. EQUIPMENT USE BY SCHOOL DISTRICT 6 AND THE CITY OF GREELEY

- The District and Island Grove agree to allow each other usage of tables and chairs. Each party is responsible for pick-up and return of borrowed equipment as well as any necessary set-up of equipment.

- Each party is liable for any damages or loss that may occur to said equipment.
- Equipment will not be loaned for a profitable usage by a third party.
- Any equipment usage has to be mutually agreed upon and scheduled in advance for usage.
- The City may use the District's synthetic turf maintenance equipment when/if the City installs any synthetic turf fields during the term of this Agreement.

EXHIBIT "B"

TO CITY OF GREELEY AND WELD COUNTY SCHOOL DISTRICT 6 JOINT USE AGREEMENT
2015-2016

FEE SCHEDULE

A. Rec Center Swimming Pool.

1. Use by WCSD 6 Special Education and Specialty Team Program will be during open gym or open/family swim.

2. Students will be expected to pay the daily use fee, and District 6 staff members will not be charged.

3. Extra lifeguards for use beyond normal operating hours will be charged at $15.00/hr/guard.

B. Rec Center Weight Room and Racquetball Courts

1. Use by WCSD 6 Special Education and Specialty Team Program will be during open gym.

2. Students will be expected to pay the daily use fee, and District 6 staff members will not be charged.

3. District 6 staff members are expected to supervise the students.

C. Downtown Main or Auxiliary Gym

1. Use by WCSD 6 Special Education and Specialty Team Program will be during open/family swim.

2. Students will be expected to pay the daily use fee, and District 6 staff members will not be charged.

D. Island Grove

1. The City will waive the deposit fee required to hold the reservation of the Event Center, however, in the event that the School District actually uses the building, facility rental fees will apply as the City nor the County are able to waive these fees.

2. The City will charge a separate $1500.00 set up fee if city personnel set up the equipment in the Event Center, including staging and chairs.

E. Greeley Ice Haus

1. Fee for WCSD 6 is $3 per child for an open skate session (M-F Noon-1:30pm).

2. This does not include exclusive use of venue, or use of any meeting or party rooms.

F. Greeley Family FunPlex

1. Room rental if needed will be available at non-profit rental rates.

2. The fee will be $2.75 per child for use of the Fieldhouse & Pool/ or adventure golf

3. The fee for multiple activities (field house, pool, adventure golf) will be $6.00 per child.

4. District 6 staff members will not be charged while they are acting as chaperones.

G. Union Colony Civic Center

1. All District 6 uses, either rent paid or rent free, will be contracted and invoiced through the District 6 Facilities Office.

2. As each Weld County School District 6 school is allowed one free rent (subject to availability) of either the Hensel Phelps Theater or Monfort Concert Hall it is with the understanding that no admission is to be charged. The District administration is allowed three rent free usages (subject to availability). However, schools may charge a "user fee" of $2.00 or less per ticket strictly to cover labor, Technical and ticketing costs. Ticket Handling Fees assessed by the ticket vendor may be charged to each ticket purchase.

3. All reservations for the use of the UCCC will follow the scheduling procedures included in the Theatre Use Policies. Individual schools may contact the UCCC Programming Coordinator directly to discuss available dates, and to make their reservations.

4. There will be no charge for full time operational staff (i.e. Programming Coordinator, Technical Services Coordinator, and Volunteer Coordinator, Finance Services Coordinator or advance ticket sales staff) for any use.

5. All out of pocket expenses, as well as hourly technical labor and or hourly ticketing labor will be charged to the school.

6. House Manager and ticket office staff are not included in rent. An estimate is available upon request prior to the event.

7. The District shall be charged for certain equipment such as projectors, pianos and the setup of the orchestra shell for both rent-free and rent-paid uses at annual non-profit rates established by the UCCC. Current fee schedule can be found online at UCSTARS.com

H. Golf Courses (Boomerang Links and Highland Hills)

1. **Class Use**. Any class schedule must be pre-approved by the respective Head Golf Professional at each golf course. A cost of $10.00 per student is to be paid to the City of Greeley at the respective golf course Pro Shop.

2. **Team Use.**

   a. Tryouts. Cost per player for each round will be $3.00. This fee is good for either 9 or 18 holes.

   b. Regular Practice. Cost per player each time of playing will be $3.00. This fee is good for either 9 or 18 holes.

   c. Matches or Invites. Cost per player is $8.00 for 18 holes and $5.00 for 9 holes. Coaches will be discounted to $26.00 for 18 holes and $15.00 for 9 holes.

3. **Range Use.**

   a. Range punch cards are available to each golf team at the price of $58.00 per card.

   b. Range balls will not be given unless punch card is being used or cash purchase at time of range use.

I. District 6 Football and Soccer Stadiums.

1. City shall pay additional fees above any regular associated fees due to turning on athletic lighting fixtures.

2. Fees shall be scheduled and calculated in advance of any use by the City.

3. In no event will City be responsible for light fees incurred for use of the facilities during District events/games or private use or rentals/events.

J. Excess Use Fee.

1. **Fee for excess use of City facilities.**
   Direct expenses may have to be covered for any before/after hour events including staff time for recreation building supervision at a cost of $15.00/hr/staff member. UCCC Ticket Handling Fees assessed by the ticket vendor may be charged to each ticket purchase if schools charge a "use fee" for tickets at events.

2. **Butch Butler**
   Staff OT ($25.00 per hour)
   Chalk ($6.50 per bag)
   Infield mix/diamond dry ($10.25 per bag)
   Field preps (additional preps $45.00 each)
   Lights ($45.00 an hour with a 2 hour minimum)

3. **Forbes Field**
   Staff OT ($25.00 per hour)
   Chalk ($6.50 per bag)
   Infield mix/diamond dry ($10.25 per bag)
   Field preps (additional preps $45.00 each)
   Lights ($45.00 an hour with a 2 hour minimum)

4. **Youth Sports Complex**
   Staff OT ($25.00 per hour)
   Chalk ($6.50 per bag)
   Infield mix/diamond dry ($10.25 per bag)
   Field preps (additional preps $45.00 each)
   Lights ($45.00 an hour with a 2 hour minimum)
   Portable Fencing ($75.00 per field, includes 1 setup and take down each)

5. **Community Parks**
   Soccer Practices ($200.00 per season, Spring or Fall)
   Soccer Goals ($125.00 per set per season, Spring or Fall)

K. Fee for excess use of District facilities.

1. Custodial - $25.00 per hr.
2. Concessions -$25.00 per use (includes one hour of cleaning each use)
3. Stadium lights - $20.00 per hr.

L. Fee for Youth Enrichment Programs.

1. 21st Century After-School Program.

   a. The 21st Century after school program will be scheduled and coordinated each school year dependent upon grant funding availability.

   b. The total amount to be paid to City for this Program shall not exceed six thousand three hundred and twenty seven dollars and twenty cents. ($6,327.20) for the 2016-2017 school year.

   c. On or before the last day of the Program session, City shall submit invoices for the services provided, stating the calendar period for which the invoice is made, the school at which the services were provided, the number of children enrolled in the program during the invoice period and the number of persons providing the services.

   d. District shall pay the City's invoices within fifteen (15) working days after receipt thereof.

   e. District shall be obligated only to pay for services actually provided. If at any time during the Term of the Program, City fails to provide the number of staff agreed upon, District will notify City of non-compliance. If within five (5) working days of delivery of such notice, City does not provide time and attendance documentation concerning the non-compliance, District may deduct any and all charges incurred in providing services from future payments to City. Such charges may include, but are not limited to, staff salary and associated benefits and costs.

M. Fee for Cultural and Historical Educational Programs.

1. Museums To You Presentations.

   a. District shall pay to the City a presentation fee of $25 per classroom and a materials fee of $1.00 per student.

   b. This amount shall be payable as follows:

      i. District will pay a deposit of $500.00 to City by November 1st of each year; and

      ii. City will then provide a quarterly statement to District for the number of classrooms/students served for that quarter at the rates set forth above. District shall pay the statement within 30 days; and

      iii. District will pay City $786.00 which shall reimburse City for mileage fees to the schools. This amount shall be payable by November 1st each year.

EXHIBIT "C"

TO CITY OF GREELEY AND WELD COUNTY SCHOOL DISTRICT 6
JOINT USE AGREEMENT 2016-2017

MIDDLE SCHOOL SPORTS

I. IDENTIFICATION OF SPORTS TO BE PROVIDED

A. Boys' football

B. Boys' and Girls' basketball

C. Girls' volleyball

D. Boys and Girls soccer (as needed)

II. MIDDLE SCHOOL SPORTS COORDINATOR DUTIES

A. Meet with Recreation Superintendent and recreation support staff and Middle School Administration staff to coordinate leagues and to cooperatively and collaboratively develop a comprehensive middle school sports program.

B. Facilitate and coordinate registration and recruitment of participants for the Middle School Sports Program in collaboration with District 6 administration and school sites.

C. Coordinate the assignment of Coaches to Middle School Sports Program teams.

D. Prepare schedules for practices and games for Middle School sports Program leagues.

E. Develop plans to connect Middle School athletes with High School sports programs.

III. REIMBURSEMENT OF CITY'S COSTS BY DISTRICT

A. District shall reimburse City for the services of the Middle School Sports Coordinator in an annual amount of $25,000.

B. District's contribution to City shall be made by January 31st of every year.

EXHIBIT "D"
TO CITY OF GREELEY AND WELD COUNTY SCHOOL DISTRICT 6
JOINT USE AGREEMENT
2016-2017

Greeley Recreation Center Natatorium (Swimming Pool)

I. IDENTIFICATION OF FACILTY USES TO BE PROVIDED

A. Girls and Boys Unified Middle School Swim Team(s)

B. High School Swim Teams
- Girls Swim Teams
  - Greeley Central High School
  - Greeley West High School
  - Northridge High School
- Boys Swim Teams
  - Greeley Central High School
  - Greeley West High School
  - Northridge High School

C. Special Education and Specialty Team Programs

II. SWIMMING POOL COSTS

A. For the basis of identifying operating costs of the natatorium (swimming pool area) at the Greeley Recreation Center, specific items include the cost of providing lifeguards, chemical controls, a pro-rated portion of utilities for the entire Recreation Center (natural gas, electricity, domestic water), cleaning supplies, and miscellaneous repairs and parts replacements for support equipment. The District utilizes approximately 10% of the available time that the Natatorium is open and the Natatorium incorporates approximately 10% of the square footage of the Recreation Center.

B. Annual review — staff from the City will affirm costs affiliated with the operation of the Natatorium and may include actual costs or a pro-ration of certain costs that are attributed to the larger Recreation Center as a whole (primarily utilities).

III. REIMBURSEMENT OF CITY'S COSTS BY DISTRICT

A. For 2016, the District shall reimburse City for the use of the Greeley Recreation Center in an annual amount of $15,000.

B. District's contribution to City shall be made by January 31st of every year.

EXHIBIT "E"
TO CITY OF GREELEY AND WELD COUNTY SCHOOL DISTRICT 6
JOINT USE AGREEMENT
2016-2017

YOUTH ENRICHMENT PROGRAMS

I. 21ST CENTURY AFTER-SCHOOL PROGRAM (AKA "THE SUMMIT").

A. Background Information.

1. City, through its Culture, Parks, Recreation Department, operates Youth Enrichment programs to provide recreational activities to youth after school. At the Rodarte Center the program will be staffed with one site supervisors and one (1) Youth Enrichment staff person per every fifteen (15) students.

2. The School District has obtained grant funding from the state of Colorado to operate a 21st Century Learning Center After-school Program (the "Program") at the Rodarte Center for Billie Martinez Elementary School and Maplewood Elementary School.

3. The Program's first session is intended to operate between September and November and its second session between January and March.

4. District wishes to contract with City to provide services for the operation of the Program under the terms and conditions set forth herein, and City wishes to provide said services under the terms and conditions set forth herein.

5. Annual programming of the 21st Century After-school program will be scheduled each per school year dependent upon sufficient grant funding and annual appropriations by both the School District and the City.

B. Services for Billie Martinez Elementary School and Maplewood Elementary School at the Rodarte Center.

1. The Program will operate Monday and Friday at the Rodarte Community Center (920 A Street).

2. City agrees to continue to staff the Program at the level of one (1) Staff Leaders and one (1) staff member per thirty (30) students enrolled up to a maximum of sixty (60) students in each block

3. District will reimburse City for the costs thereof as set forth in Exhibit B. The miscellaneous expenses identified in Exhibit B will

be provided by District, and City shall receive no additional compensation with respect to said expenses.

C. Qualifications and Duties of Youth Enrichment Staff Provided by City.

1. All Youth Enrichment staff provided by City will meet or exceed the qualifications currently required by City in the operation of its Youth Enrichment Program-After School Tutoring.

2. The Youth Enrichment staff will supervise the recreational activities of the Program on the days and during the hours the Program is operating.

3. All Youth Enrichment staff provided by City will be required to be fingerprinted and to have a background check performed prior to commencing to work with students in the Program. District will reimburse City for the costs of fingerprinting and background checks for no more than eight (8) persons during the Term of this Agreement, and City will be responsible for the costs of fingerprinting and background checks for all staff over eight (8) persons.

4. Special Education Students. District will provide the appropriate personnel to meet the individual needs of special education students enrolled in the Program in accordance with each student's Individualized Education Program ("IEP").

EXHIBIT "F"
TO CITY OF GREELEY AND WELD COUNTY SCHOOL DISTRICT 6
JOINT USE AGREEMENT
2016-2017

CULTURAL AND HISTORIC EDUCATIONAL PROGRAMS

I. Museum to You Program.

A. City agrees to conduct "To School (Museum To You)" Presentations (hereinafter referred to as "Museum To You") to classrooms of grades 2-5 as an expectation of District curriculum.

B. City Responsibilities.
   1. City shall provide adequate staff and supplies to plan, organize, obtain materials for, conduct and evaluate the event using teacher surveys.
   2. City shall conduct "Museum To You" educational presentations in classes of children grades 2-5. Each presentation will be grade tied to Colorado Department of Education Model Content Standards and District Pacing Guides.
   3. City will develop a different presentation for each grade level.

C. District Responsibilities.
   1. District shall promote/encourage booking of the above presentations by their 2nd-5th grade teachers as a curriculum expectation.

D. Non-Exclusivity. The parties agree that the "Museum To You" presentations, including any and all materials and intellectual properties, will be the sole and exclusive property of City and may be reproduced or re-presented at the sole and exclusive discretion of City.

Council Agenda Summary

November 15, 2016
Agenda Item Number 15
Key Staff Contact: Joel Hemesath, Public Works Director, (970) 350-9795

Title
Consideration of a resolution of the City of Greeley Council to enter into an agreement for architectural and construction administration services with Alm2s for City Center Phase 1

Summary
This contract is for architectural services for the City Center phase 1 design. This is the second contract with Alm2s with the first contract being for schematic design for phase 1 and phase 2, which is now complete. This new contract will complete the design development drawings and the final construction drawings, as well as provide construction administrative support from the architect to be able to answer questions during bidding and construction.

Section 4.20.135 of the Greeley Municipal Code authorizes contracts to be awarded by negotiation where an existing vendor offers to extend an existing contract under the same conditions and at the same or lower price, and such extension is in the best interest of the City . . . ." based on the extensive knowledge that alm2s has of the Project, it is in the best interests of the City to enter into an Agreement with alm2s for the provision of architectural and design services for the Design Development, Planning Approval/Entitlement, Construction Documents, Bidding, and Construction Administration phases for the Project. The contract administration services are for the architect to be able to answer construction questions that arise as well as to be able to address any redesign efforts that might be needed. The Owner's Rep is still under a separate contract which provides the project management oversight to the project.

Typically, Council is not required to approve contracts for professional services, and they are done administratively, but due to the significance of the project and in an effort to be transparent with the project and make known the work that is occurring Council is being asked to approve this contract.

Fiscal Impact

Does this item create a fiscal impact on the City of Greeley?	Yes
If yes, what is the initial or onetime impact?	$1,295,200
What is the annual impact?	One time contract
What fund of the City will provide funding?	General Fund/Certificates of Participation
What is the source of revenue within the fund?	Sales Tax Revenue
Is there grant funding for this item?	No
If yes, does this grant require a match?	
Is this grant onetime or ongoing?	

Additional Comments: First agreement for schematic design was for $492,232.00. Schematic design covered phase 2 also to determine space needs and overall building layout so both phases would be compatible.

Legal Issues
Contract has been reviewed the City Attorney's Office

Other Issues and Considerations
None.

Applicable Council Goal or Objective
Infrastructure & Growth: Public facilities & equipment

Decision Options
1. Adopt the resolution as presented; or
2. Amend the resolution and adopt as amended; or
3. Deny the resolution; or
4. Continue consideration of the resolution to a date certain.

Council's Recommended Action
A motion to adopt the Resolution.

Attachments
Resolution
Contract
Project Approach/Scope

THE CITY OF GREELEY, COLORADO

RESOLUTION _____, 2016

A RESOLUTION OF THE CITY OF GREELEY COUNCIL AUTHORIZING THE CITY TO ENTER INTO AN AGREEMENT FOR ARCHITECTURAL AND CONSTRUCTION ADMINISTRATION SERVICES WITH ALM2S FOR CITY CENTER PHASE 1.

WHEREAS, in August, 2015, the City of Greeley ("City") prepared a request for Statement of Qualifications/Request for Qualifications from architectural and design firms to provide services for Phase I of the Greeley Municipal Complex (now referred to as the "City Center") project ("Project") through Schematic Design; and

WHEREAS, the City entered into an agreement with alm2s ("alm2s") on October 9, 2015 for architectural services on the Project through Schematic Design; and

WHEREAS, the Project has been completed through Schematic Design and must now move to the Design Development, Planning Approval/Entitlement, Construction Documents, Bidding, and Construction Administration phases; and

WHEREAS, Section 4.20.135 of the Greeley Municipal Code authorizes contracts to be awarded by negotiation where an existing vendor offers to extend an existing contract under the same conditions and at the same or lower price, and such extension is in the best interest of the City . . . ."; and

WHEREAS, alm2s has provided a scope of work for the Design Development, Planning Approval/Entitlement, Construction Documents, Bidding, and Construction Administration phases of the Project at the same hourly rates and under the same terms and conditions as they are providing for the Schematic Design phase; and

WHEREAS, based on the extensive knowledge that alm2s has of the Project, it is in the best interests of the City to enter into an Agreement with alm2s for the provision of architectural and design services for the Design Development, Planning Approval/Entitlement, Construction Documents, Bidding, and Construction Administration phases for the Project; and

WHEREAS, the Purchasing Manager has found that award of the contract to alm2s satisfies the requirements of Section 4.20.135 of the Greeley Municipal Code.

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

Section 1. The City Council hereby authorizes the City to enter into an Agreement entitled "Contract for Consulting/Professional Services" with alm2s, a copy of which is attached hereto and incorporated herein as Exhibit A.

Section 2. City staff is hereby authorized to make changes and modifications to the

Agreement, so long as the substance of the Agreement remains unchanged.

Section 3. This Resolution shall become effective immediately upon its passage.

PASSED AND ADOPTED, SIGNED AND APPROVED THIS _____ day of _____, 2016.

ATTEST:

THE CITY OF GREELEY, COLORADO

_____
City Clerk

_____
Mayor

Exhibit A

CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES
RFQ # FG 15-08-111
Greeley Municipal Complex
Architectural Services

This Contract is made as of the ____ day of _____, 2016, by and between the City of Greeley, Greeley, Colorado, hereinafter referred to as the CITY, and alm2s authorized to do business in the State of Colorado, hereinafter referred to as the CONSULTANT, whose address is 712 Whalers Way, Building B, Suite 100, Fort Collins, CO 80525.

In consideration of the mutual promises contained herein, the CITY and the CONSULTANT agree as follows:

ARTICLE 1 - SERVICES

The CONSULTANT'S responsibility under this Contract is to provide professional Architectural Services and consultation services in the area of Design Development, Planning Approval/Entitlement, Construction Documents, Bidding and Construction Administration phases for Phase 1 of the Greeley Municipal Complex ("City Center) development.

More specifically, the scope of services is attached. The services of the CONSULTANT shall be under the direction of the Project Manager who has been designated by the City Manager to act as the CITY'S representative during the performance of this Contract.

ARTICLE 2 - SCHEDULE

The CONSULTANT shall commence services upon execution of the Contract and complete all services on or before August 31, 2018, in conjunction with the attached schedule.

ARTICLE 3 - PAYMENTS TO CONSULTANT

A. The CITY shall pay to the CONSULTANT for services satisfactorily performed, based on sum not to exceed ONE MILLION TWO HUNDRED NINETY FIVE THOUSAND TWO HUNDRED DOLLARS ($1,195,200.00), which includes all direct charges, indirect charges, and reimbursable expenses stated in the attached document. The CONSULTANT will bill the CITY on a monthly basis or as otherwise provided for services rendered toward the completion of the Scope of Work. The amounts billed shall represent the sum of billable time (including overhead and profit) for labor hours expended plus any other allowable costs and expenses for services stated in the attached document. The CONSULTANT shall track expenditures and inform the CITY of any possible cost overrun prior to completing work that would overrun the maximum contract sum. The CITY may choose to increase the budget for the work using a mutually acceptable contract amendment or it may choose not to increase the budget and terminate the work accordingly.

B. Invoices received from the CONSULTANT pursuant to this Contract will be reviewed and approved by the Project Manager, indicating that services have been rendered in conformity with the Contract and then will be sent to the Finance Department for payment.

ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Contract by the CONSULTANT shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this contract are accurate, complete, and current as of the date of this Contract.

The said rates and costs shall be adjusted to exclude any significant sums should the CITY determine that the rates and costs were increased due to inaccurate, incomplete, or non-current wage rates or due to inaccurate representations of fees paid to outside consultants. The CITY shall exercise its rights under this "Certificate" within one (1) year following final payment.

ARTICLE 5 - TERMINATION

This Contract may be terminated by the CONSULTANT upon 30 days' prior written notice to the CITY in the event of substantial failure by the CITY to perform in accordance with the terms of this Contract through no fault of the CONSULTANT. It may also be terminated by the CITY, with or without cause, immediately upon written notice to the CONSULTANT. Unless the CONSULTANT is in breach of this Contract, the CONSULTANT shall be paid for services rendered to the CITY'S satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the CITY the CONSULTANT shall:

A. Stop work on the date and to the extent specified.

B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.

C. Transfer all work in process, completed work, and other material related to the terminated work to the CITY.

D. Continue and complete all parts of the work that have not been terminated.

The CONSULTANT shall be paid for services actually rendered to the date of termination.

ARTICLE 6 - PERSONNEL

The CONSULTANT represents that it has, or will, secure at its own expense all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the CITY.

All of the services required hereinunder shall be performed by the CONSULTANT or under its supervision, and all personnel engaged in performing the services shall be fully qualified and if required, authorized or permitted under state and local law to perform such services. Any changes or substitutions in the CONSULTANT'S key personnel, as may be listed in the proposal for the work, must be made known to the CITY'S representative and written approval granted by the CITY before said changes or substitutions can become effective.

The CONSULTANT declares that all services shall be performed by skilled and competent personnel to the level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions.

ARTICLE 7 - SUBCONSULTANT

The CITY reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. The CONSULTANT is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities.

If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the CONSULTANT shall promptly do so, subject to acceptance of the new subcontractor by the CITY.

ARTICLE 8 - FEDERAL AND STATE TAX

The CITY is exempt from payment of Colorado State Sales and Use Taxes. The CITY will sign an exemption certificate submitted by the CONSULTANT. The CONSULTANT shall not be exempted from paying sales tax to their suppliers for materials used to fulfill contractual obligations with the CITY, nor is the CONSULTANT authorized to use the CITY'S tax exemption number in securing such materials.

The CONSULTANT shall be responsible for payment of his/her own FICA and Social Security benefits with respect to this Contract.

ARTICLE 9 - AVAILABILITY OF FUNDS

When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract may be cancelled and the CITY shall reimburse the CONSULTANT for expenses incurred during the contract period.

ARTICLE 10 - INSURANCE

A. The CONSULTANT shall not commence work under this Agreement until he/she has obtained all insurance required under this paragraph and such insurance has been approved by the CITY.

B. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Colorado. The CONSULTANT shall furnish Certificates of Insurance to the CITY prior to the commencement of operations. The Certificates shall clearly indicate that the CONSULTANT has obtained insurance of the type, amount, and classification as required for strict compliance with this paragraph and that no material change or cancellation of the insurance shall be effective without ten (10) days prior written notice to the CITY. Compliance with the foregoing requirements shall not relieve the CONSULTANT of its liability and obligations under this Contract.

C. The CONSULTANT shall maintain, during the life of this Contract, professional liability insurance (errors and omissions) in the amount of $1,000,000 per occurrence to protect the CONSULTANT of claims for damages for negligent acts, errors or omissions in the performance of professional services under this Contract, whether such acts, errors or omissions be by the CONSULTANT or by anyone directly employed by or contracting with the CONSULTANT.

D. The CONSULTANT shall maintain, during the life of this Contract, comprehensive automobile liability insurance in the amounts of $1,000,000 combined single limit bodily injury and $50,000 property damage to protect the CONSULTANT from claims for damages for bodily injury, including wrongful death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations by the CONSULTANT or by any directly or indirectly employed by the CONSULTANT.

E. The CONSULTANT shall maintain, during the life of this Contract, adequate Workmen's Compensation Insurance and Employer's Liability Insurance in at least such amounts as are required by law for all of its employees performing work for the CITY pursuant to this Contract.

F. All insurance, other than Workmen's Compensation and Professional Liability, is to be maintained by the CONSULTANT shall specifically include the CITY as an "Additional Insured".

ARTICLE 11 - INDEMNIFICATION

The CONSULTANT shall indemnify and save harmless the CITY, its agents, servants, and employees from and against any and all claims, liability, demands, losses, and/or expenses resulting from any negligent act or omission of the CONSULTANT, its agents, servants, subcontractors, suppliers or employees in the performance of services under this Contract. Such duty to indemnify and save harmless the CITY shall be for an amount represented by the degree or percentage of negligence or fault attributable to the CONSULTANT its agents, servants, subcontractors, suppliers or employees. If the CONSULTANT is providing architectural, engineering, design, or surveying services, the obligation to indemnify and pay costs, expenses, and attorneys' fees, is limited to the amount represented by the degree or percentage of negligence or fault attributable to the CONSULTANT, or the CONSULTANT'S

agents, representatives, employees, servants, subcontractors, or suppliers as determined by adjudication, alternative dispute resolution, or otherwise resolved by mutual agreement between the Contractor and the City. The CONSULTANT'S indemnification obligation shall not be construed to extend to any injury, loss, or damage caused by the City's own negligence.

ARTICLE 12 - SUCCESSORS AND ASSIGNS

The CITY and the CONSULTANT each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Contract and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the CITY not the CONSULTANT shall assign, sublet, convey, or transfer its interest on this Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer of agent of the CITY which may be party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the CITY and the CONSULTANT.

ARTICLE 13 - REMEDIES

This Contract shall be governed by the laws of the State of Colorado. Any and all legal action necessary to enforce the Contract will be held in Weld County and the contract will be interpreted according to the laws of Colorado. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

In any action brought by either party for the enforcement of the obligations of the other party, the prevailing party shall be entitled to recover reasonable attorney's fees.

ARTICLE 14 - COLORADO LAW

The Colorado Law shall prevail as the basis for contractual obligations between the CONSULTANT and the CITY for any terms and conditions not specifically stated in this Contract.

ARTICLE 15 - CONFLICT OF INTEREST

The CONSULTANT represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Colorado Statutes and ordinances of the City of Greeley. The CONSULTANT further represents that no person having any interest shall be employed for said performance.

The CONSULTANT shall promptly notify the CITY in writing by certified mail of all potential

conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the CONSULTANT'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONSULTANT may undertake and request an opinion of the CITY as to whether the association, interest or circumstance would, in the opinion of the CITY, constitute a conflict of interest if entered into by the CONSULTANT. The CITY agrees to notify the CONSULTANT of its opinion by certified mail within 30 days of receipt of notification by the CONSULTANT. If, in the opinion of the CITY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONSULTANT, the CITY shall so state in the notification and the CONSULTANT shall, at his/her option, enter into said association, of interest with respect to services provided to the CITY by the CONSULTANT under the terms of this Contract.

ARTICLE 16 - EXCUSABLE DELAYS

The CONSULTANT shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the CONSULTANT'S control and without its fault or negligence. Such causes may include, but are not limited to: acts of God; the CITY'S omissive and commissive failures; natural or public health emergencies; labor disputes; freight embargoes; and severe weather conditions. If failure to perform is caused by the failure of the CONSULTANT'S subcontractor(s) to perform or make progress, and if such failure arises out of causes reasonably beyond the control of the CONSULTANT and its subcontractor(s) and is without the fault or negligence of either of them, the CONSULTANT shall not be deemed to be in default.

Upon the CONSULTANT'S request, the CITY shall consider the facts and extent of any failure to perform the work and, if the CONSULTANT'S failure to perform was without its fault or negligence, the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly; subject to the CITY'S rights to change, terminate, or stop any or all of the work at any time.

ARTICLE 17 - ARREARS

The CONSULTANT shall not pledge the CITY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The CONSULTANT further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE 18 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The CONSULTANT shall deliver to the CITY for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the CITY under this Contract.

All written and oral information not in the public domain or not previously known, and all

information and data obtained, developed, or supplied by the CITY or at its expense will be kept confidential by the CONSULTANT and will not be disclosed to any other party, directly or indirectly, without the CITY'S prior written consent unless required by a lawful order. All drawings, maps, sketches, and other data developed, or purchased, under this Contract or at the CITY'S expense shall be and remain the CITY'S property and may be reproduced and reused at the discretion of the CITY. The CITY shall indemnify and hold CONSULTANT harmless for any claim or liability arising from any use or reuse of the documents for any purpose other than the project and scope of work for which they were prepared.

ARTICLE 19 - INDEPENDENT CONSULTANT RELATIONSHIP

The CONSULTANT is, and shall be, in the performance of all work services and activities under this Contract, as Independent Consultant, and not an employee, agent, or servant of the CITY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, e subject to the CONSULTANT'S sole direction, supervision, and control. The CONSULTANT shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONSULTANT'S relationship and the relationship of its employees to the CITY shall be that of an independent CONSULTANT and not as employees or agents of the CITY.

The CONSULTANT does not have the power or authority to bind the CITY in any promise, agreement, or representation other than specifically provided for in this agreement.

ARTICLE 20 - CONTINGENT FEES

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Contract and that is has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

ARTICLE 21 - ACCESS AND AUDITS

The CONSULTANT shall maintain adequate records to justify all charges, expenses, and costs incurred in performing the work for at least three (3) years after completion of this Contract. The CITY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the CITY'S cost, upon five (5) days written notice.

ARTICLE 22 - NONDISCRIMINATION

The CONSULTANT declares and represents that all of its employees are treated equally during employment without regard to race, color, religion, physical handicap, sex, age, or national origin.

ARTICLE 23 - SURVIVAL

All covenants, agreements, representations, and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

ARTICLE 24 - ENTIRETY OF CONTRACTUAL AGREEMENT

The CITY and the CONSULTANT agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms, and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

ARTICLE 25 - ENFORCEMENT COSTS

If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default, or misrepresentation in connection with any provisions of this Contract, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs, and all expenses (including taxes) even if not taxable as court costs (including, without limitation, all such fees, costs, and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

ARTICLE 26 - AUTHORITY TO PRACTICE

The CONSULTANT hereby represents and declares that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner.

ARTICLE 27 - SEVERABILITY

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this Contract, or the application of such terms or provision, to person or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 28 - AMENDMENTS AND MODIFICATION

No amendment and/or modifications of this Contract shall be valid unless in writing and signed by each of the parties.

The CITY reserves the right to make changes in the work, including alterations, reductions therein or additions thereto. Upon receipt by the CONSULTANT of the CITY'S notification of a contemplated change, the CONSULTANT shall (1) if requested by CITY, provide an estimate for the increase or decrease in cost due to the contemplated change, (2) notify the CITY of any estimated change in the completion date, and (3) advise the CITY in writing if the contemplated change shall effect the CONSULTANT'S ability to meet the completion dates or schedules of this Contract.

If the CITY so instructs in writing, the CONSULTANT shall suspend work on that portion of the Work affected by a contemplated change, pending the CITY'S decision to proceed with the change.

If the CITY elects to make the change, the CITY shall issue a Contract Amendment or Change Order and the CONSULTANT shall not commence work on any such change until such written amendment or change order has been issued and signed by each of the parties.

ARTICLE 29- COMPLIANCE WITH C.R.S. § 8-17.5-101

A. By signing this Agreement, the CONSULTANT certifies that at the time of the Certification, it does not knowingly employ or contract with any Illegal alien.

B. By signing this Agreement, the CONSULTANT certifies that it shall not knowingly employ or contract with any illegal aliens to perform work under this contract; nor enter into a contract with any sub-contractor that knowingly employs or contracts with an illegal alien.

C. By signing this Agreement, the CONSULTANT certifies that it has participated or attempted to participate in the basic pilot program in order to verify that it does not employ any illegal aliens.

D. The CONSULTANT is prohibited from using basic pilot program procedures to undertake pre-employment screening of job applicants while the public contract for services is being performed.

E. By signing this agreement the CONSULTANT affirmatively acknowledges that if the contractor obtains actual knowledge that a subcontractor performing work under the public contract for services knowingly employs or contracts with an illegal alien, the contractor shall be required to:

(i) notify the subcontractor and the contracting state agency or political subdivision within three days that the contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

(ii) terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to sub-subparagraph (i) of this subparagraph the subcontractor does not stop employing or contracting

with the illegal alien; except that the contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

F. By signing this Agreement, the CONSULTANT certifies that it shall in all respects comply with the provisions of C.R.S. § 8-17.5-101, et seq.

G. The CONSULTANT shall comply with all reasonable requests made in the course of an investigation by the Colorado Department of Labor and Employment. If the CONSULTANT fails to comply with any requirement of this provision or of C.R.S. § 8-17.5-101, et seq., the CITY may terminate this contract for breach and the CONSULTANT shall be liable for actual and consequential damages.

ARTICLE 30 - NOTICE

All notices required in this Contract shall be sent by certified mail, return receipt requested, and if sent to the CITY shall be mailed to:

City of Greeley
Joel Hemesath
1001 9th Avenue
Greeley, CO 80631
Ph: 970-350-9881
Fax: 970-336-4142
Email: joel.hemesath@greeleygov.com

and if sent to the CONSULTANT shall be mailed to:

alm2s
David Lingle
712 Whalers Way, Suite B-100
Fort Collins, CO 80525
Ph: 970-223-1820
Fax: 970-223-1833
Email: dlingle@alm2s.com

IN WITNESS WHEREOF, the City of Greeley, County of Weld, has made and executed this Contract on behalf of the CITY and CONSULTANT has hereunto set his/her hand the day and year above written.

City of Greeley, Colorado

Approved as to Substance

By:_____
City Manager-Roy Otto

Reviewed as to Legal Form

OFFICE OF THE CITY ATTORNEY

By: _____
City Attorney-Doug Marek

Certification of Contract
Funds Availability

_____
Director of Finance-Victoria Runkle

alm2s

_____
David Lingle
Principal

City of Greeley Colorado

CITY CENTER - PHASE 1

Architectural Services Amendment
Project No. 1541

PROJECT APPROACH - CITY CENTER - PHASE 1

To proceed through the balance of the design and construction phases, we have prepared the following Project Approach describing the basic steps in our proposed design process to add the **Design Development, Planning Approval/Entitlement, Construction Documents, Bidding and Construction Administration** phases for Phase 1 of the City Center development into our design contract by amendment. These phases will be based upon the scope and budget determined in our programming and schematic design completed to date, plus the value analysis process completed in conjunction with Hensel Phelps Construction.

PHASE 4 – DESIGN DEVELOPMENT

4.1 Design Development

The design team will develop complete Design Development documents, generally representing a 50% level of construction document completion. Documents will include complete architectural, interior design, civil, landscape architecture, structural, mechanical, electrical, IT/data, acoustics, audio/visual and building security layouts, building elevations and sections as appropriate for each component of the project, and preliminary technical materials specifications.

4.2 Owner's Representative Coordination

alm$_2$s and AndersonMasonDale (AMD) Architects will coordinate our design phases with Wember, Inc., the City's Owner's Representative.

4.3 Contractor Coordination

We shall work closely with Hensel Phelps (HP) through all of the design phases to monitor anticipated construction costs, evaluate proposed material selections and construction techniques, and provide assistance in their value analysis and pre-construction services.

4.4 Design Reviews

We will assist the City in making presentations of the project to the City Council and/or other interested groups during the design phases of the project.

Upon review of our Design Development submittal, we will attend a design review meeting with the City and Wember, Inc.

4.5 Code Review

We will expand upon our initial in-house building code review, with building and life-safety code concerns coordinated with all affected City agencies. This has proven very valuable in providing a basis for discussion if code concerns are interpreted differently by the reviewing officials at the building permit phase.

4.6 Interior Design

alm$_2$s will initiate preliminary interior design concepts for all public and office spaces and selection of materials, finishes and colors, with finish boards developed for review and approval of the City for carpeting, hard surface flooring, ceramic tile, window coverings and

Architects
alm$_2$s

other finishes.

Interior materials and finishes will be selected to enhance indoor air quality, using low VOC adhesives, paints and finishes, and to maximize recycled content and use of local materials.

4.7 Interior Signage Systems

AMD will design way-finding/interior directional signage and graphics concepts for the City's review.

4.8 Furnishings and Equipment

We will work with Wember Inc. and the City's selected furnishings vendor(s) to determine the scope of new furnishings, modular open office systems and equipment, as well as reviewing the design and specifications for new furnishings and open office systems.

4.9 Design Development Documents

The design team will create and submit the following Design Development documents:

- Updated site improvement plan, Phase 1 construction only
- Updated utility, grading and drainage plans, Phase 1 construction only
- Updated landscape plan, Phase 1 construction only
- Updated architectural floor plans
- Updated exterior building elevations
- Updated building sections and wall sections
- Preliminary interior design concepts for offices, lobbies, court rooms, council chambers and other common spaces
- Preliminary reflected ceiling plans
- Updated roof plan
- Preliminary room finish schedules
- Preliminary door and window schedules
- Updated foundation plan
- Updated structural floor and roof framing layout plans
- Updated plumbing, mechanical and electrical plans
- Updated acoustics and audio/visual plans
- Updated building security, communications and other specialty systems plans
- Preliminary technical specifications

Deliverables:

- Design Development drawings, 24" x 36" or 30" x 42"
- 50% level technical specifications
- Updated code analysis, as necessary
- Finish board for selected interior finishes and colors
- Minutes of client meetings
- Written responses to HP or City review comments

Anticipated number of meetings:

- Weekly Design Development phase client meetings, and meetings with those City departments that are included in the Phase 1 development, as needed
- In-house design team meetings, as needed
- Meetings for specialized systems, i.e., IT network and data systems, building security, etc., with the appropriate City departments
- One (1) Design Development review meeting

- One (1) Design Development materials/finishes review meeting
- Presentation to the Greeley City Council

PHASE 5 – PLANNING APPROVAL/ENTITLEMENT

5.1 Planning and Entitlement

alm$_2$s, BHA Design Inc. and **Interwest Consulting Group** shall coordinate and prepare all documentation required by the City of Greeley for Site Plan Review of the Phase 1 site. A Phase 1/Phase2 master plan will also be prepared for City staff, as recommended in the Pre-Application meeting. **BHA Design** will lead this effort. In response to the Pre-Application Meeting already held with City staff, planning and entitlement approvals will only be pursued for the portion of the site dedicated to Phase 1 work, generally south of the existing east-west alleyway.

5.2 Neighborhood Meeting

We shall present the proposed City Center design in a neighborhood meeting, scheduled and organized by the City of Greeley, prior to preparing S.P.R. documents, if desired.

5.3 S.P.R. Submittal

The required Site Plan Review (S.P.R.) documents will be prepared and submitted to the City of Greeley development review process. The S.P.R. is generally an administrative approval. No variances requiring Planning Commission approval are anticipated.

5.4 S.P.R. Resubmittal

Upon receipt of City staff's review comments, we will discuss concerns with the affected departments and develop solutions. The S.P.R. documents will then be revised and resubmitted.

Deliverables:

- Planning submittal drawings, 24" x 36", including site plan, landscape plan, grading and drainage plans, utility plans, site photometrics plan, and proposed building design
- Planning submittal documents, including design narrative, project design objectives, submittal checklists, etc.
- Storm drainage and erosion control reports
- Written responses to City staff review comments, if required
- Final recordation mylars, 24" x 36", if required

Anticipated number of meetings:

- City Development Review Team meeting(s)
- One (1) neighborhood meeting or public open house

PHASE 6 – CONSTRUCTION DOCUMENTS

6.1 Construction Documents

Upon approval of the Design Development submittal, the design team will develop full construction drawings and technical specifications to allow the project to be competitively bid to Subcontractors, and used to

negotiate a GMP (Guaranteed Maximum Price) with Hensel Phelps Construction. The drawings shall include all necessary site and landscape plans, floor plans, roof plan, reflected ceiling plans, building elevations, building and wall sections, schedules and details as necessary to adequately illustrate and describe the full scope of work. All drawings will be produced with Computer-Aided Design and Drafting (CAD) systems using Revit 2016 and AutoDesk 360 file sharing software. Construction drawings and technical specifications will also be included for work of all subconsultants, including civil, structural, mechanical and electrical engineering, IT/data, audio/ visual and building security.

The construction documents are generally developed to a 90% level of completion, submitted for review, then completed after receiving final review comments.

For purposes of this Project Approach it is assumed that all construction documents will be released in one bid package. Refer to Work Not Included, item 9 below.

6.2 Design of Special Systems

Due to the scope of work, the following special systems are included in our proposed scope:

- Emergency generator
- Access control system (rough-in design only)
- Building security system (rough-in design only)

6.3 Design Review

Upon review of our 90% Construction Documents submittal, we will attend a design review meeting with the City and Wember, Inc.

Deliverables:

- 90% and 100% Construction Document drawings, 24" x 36" or 30" x 42"
- Technical specifications in pdf electronic format
- Minutes of client meetings
- Written responses to HP or City review comments

Anticipated number of meetings:

- Weekly or bi-weekly Construction Documents phase client meetings, and meetings with Phase 1 City departments, as needed
- In-house design team meetings, as needed
- One (1) Construction Documents review meeting

PHASE 7 – BIDDING AND CONSTRUCTION ADMINISTRATION

7.1 Bidding

Bidding phase services shall include assistance to Wember, Inc. and HP in distribution of construction documents to prospective bidders, participation in a Pre-Bid Meeting to provide a project overview and to allow prospective bidders to tour the site and ask questions, issue addenda and participate in bid reviews and GMP review.

7.2 Value Analysis

We will participate in the discussion and analysis of contractor-proposed value analysis alternatives, as may be required by the bid results. HP shall be responsible for the initial analysis of all proposed alternatives prior to submitting to the City and Architect, based upon requirements in the Specifications.

7.3 Building Permit Application

We will submit final construction drawings and specifications to the City of Greeley for building permits and plan review, concurrent with the bidding process for the project.

7.4 Compiled Documents

alm$_2$s will reissue the bid documents for construction, with revisions and additions as required to incorporate addenda, building permit review comments and accepted bid alternates into the documents.

7.5 Construction Administration

Construction phase services shall include participation in a Pre-Construction Meeting, regular weekly on-site field observations of the work in progress by **alm$_2$s** and limited periodic site observations by our consultants, review of contractor pay requests and proposed changes in the work, review change orders, review of all submittals, shop drawings, final materials and color selections, and assistance in acquiring all project close-out documentation.

7.6 O/A/C Meetings

alm$_2$s, in conjunction with Wember Inc. and HP, will attend regular weekly jobsite meetings, concurrent with our schedule of construction observations, held to discuss the project's progress, schedule, field problems and any other construction-related issues.

The Contractor shall be responsible for providing agendas and minutes of the O/A/C meetings.

7.7 Special Material or Systems Installation Meetings

We will specify and attend, as appropriate, special meetings on installation of various critical systems (such as roofing assemblies, curtain wall assemblies, rainscreen wall assemblies, specialty brick masonry or stone construction, etc.) with HP and related specialty subcontractors involved to ensure that project requirements are fully understood prior to fabrication, application or installation. These meetings will be held in conjunction with the normally scheduled O/A/C meetings.

7.8 Record Drawings

The design team shall prepare a set of record documents for the use of the City, based upon redlined prints of the as-built conditions of the project provided by the Contractor.

7.9 Drainage Certification

Interwest Consulting Group, the civil engineering consultant, will provide a drainage certification at the completion of construction, based upon a Contractor-provided survey of as-built grading and drainage improvements.

7.10 Warranty Observation

alm$_2$s will participate in an 11-month, post-construction site observation of the project prior to the expiration of warranties, if desired.

Deliverables:

- Addenda, as needed
- Architect's Supplemental Instructions (ASIs), as needed
- Responses to Requests for Information (RFIs), as needed

- Building permit sets, 24" x 36"
- Compiled documents set, 24" x 36" or 30" x 42", in pdf electronic format
- Field observation reports through construction
- Punchlists at substantial completion
- One (1) CD of record drawings in AutoCAD format
- Drainage certification

Anticipated number of meetings:

- One (1) Pre-Bid Conference
- One (1) Pre-Construction Conference
- Weekly or bi-weekly O/A/C meetings through substantial completion of construction

ASSUMPTIONS

1. Civil engineering and landscape architecture services assume that the portion of the site to be developed for Phase 1 of the City Center will meet Greeley's land use code and full site development standards. No work is anticipated for the balance of the site, including streetscape improvements for 10th Street or 11th Avenue adjacent to the Phase 2 portion of the site. Civil engineering base services assumes neither street improvements nor off-site utility work will be required.
2. Further design refinement and construction documents will not be completed for Phase 2 of the City Center development, including any redesign of the surface parking lot west of the City Hall Annex.
3. Total development budget for Phase 1 of the City Center has been established as approximately $20.35 milion. Of this total budget, $16.8 million is allocated for construction costs.
4. Mechanical equipment will be placed in a ground level service area or on the roof of Phase 1 construction. The basement service area has been eliminated.
5. The structural design is based upon concrete slab-on-grade for the main floor, and conventional spread footings, with no basement.
6. IT network wiring and fiber optics, wifi, servers and telephone (PBX) systems shall be provided by the City's IT staff or separate vendor, and are not included in the scope of our IT/data consultant.
7. Construction documents will be released for bidding and construction in one bid package.

WORK NOT INCLUDED

1. Topographic and boundary surveying and geotechnical reports have been provided by the City by separate contracts. Any additional work required in the design phases will also be provided to the design team by King Surveyors or Terracon Inc., respectively.
2. Traffic Impact Report. Joel Hemesath has indicated that the City will take care of this in house.
3. On-site storm water detention design. Joel and the City's storm water staff have indicated that this will not be required.
4. Redesign required by third party structural or M/E/P peer review.
5. LEED consulting during design, including energy modeling and daylight analysis, and project registration, documentation and submittal services for the LEED certification process.
6. Asbestos or other hazardous material discovery, testing or abatement.
7. Interior design services, beyond specifications for paint, carpeting, tile, wood, laminate and other hard surfaces. Selection of furnishings, fabrics, upholstery, or design, specifications and procurement of furnishings, modular office systems and other movable equipment are not included. Review of the proposed systems by the City's selected vendor(s) will be provided by the design team.
8. Off-site civil design and engineering for any modifications to the existing adjacent streets, off-site grading, drainage or stormwater detention areas, or off-site utilities (except as listed in Optional Services in "Value/

Cost of Work".

9. Release of construction documents in multiple bid packages. If this is desired or required by the proposed schedule, it is available as listed in Optional Services in "Value/Cost of Work".
10. Design and engineering for the fire sprinkler system. Our mechanical engineering consultant will prepare a performance specification for use by the design/build fire protection subcontractor.
11. Electrical design of low-voltage systems for building security, access control systems, etc., beyond rough-in of conduit.
12. Design or energy modeling for solar, photovoltaic, ground-source heat pumps or other alternative energy systems.
13. Contract documents distribution to subcontractors or suppliers. This will be provided by Hensel Phelps. We will furnish Drawings and Specifications to HP in electronic PDF format.
14. Bid Alternates of a scope or scale that require redesign and/or additional drawings to describe the alternate scope shall be provided as Additional Services. Bid alternatives that can be described in writing are included in the basic scope of services.
15. Value analysis costing by Cumming, our cost consultant. We assume that this will be provided by Hensel Phelps, but is available as an Additional Service, if needed.
16. Commissioning and enhanced commissioning of mechanical and control systems. This should be a firm contracted for by the City, independent of the design team or the Contractor.
17. Construction staking of on-or off-site improvements.

INFORMATION PROVIDED BY CITY OF GREELEY

1. Topographic and boundary survey of the property, with contours at maximum 2' intervals, provided in AutoCAD format by a Colorado licensed surveyor. This has been provided.
2. Geotechnical testing and report, with recommendations for foundation and pavement designs. This has been provided.
3. "Potholing" for verification of site utilities. On properties where utility and other site infrastructure is at least 30 years old, it should be anticipated that as-built or City utility plans will be insufficient or inaccurate.
4. Design standards, technical specifications or other information required by the City of Greeley to be incorporated into the facility design.
5. Specialty consultants for environmental assessments or similar technical reports (if required) will be provided by the City separate from this Proposal.
6. Any required replatting of existing property lines, or dedication/vacation of rights-of-way or easements. We understand that at least some of this work is already underway. Vacation of the east-west alley is necessary for Phase 1 work, but a utility easement may still be required if existing utilities will remain in place for Phase 1.
7. Water pressure/flow calculations as needed for fire sprinkler system design parameters.

ADDITIONAL SERVICES

If the City of Greeley requests additional services beyond those set forth in this Proposal, such services shall be agreed to in writing between the City and the Architect, and the fees adjusted accordingly per our current hourly rates, subject to annual adjustment.

City of Greeley Colorado

alms

Architects

City of Greeley Colorado

CITY CENTER - PHASE 1

Architectural Services Amendment
Project No. 1541

VALUE/COST OF WORK

Design Fees

alm$_2$s, Anderson Mason Dale and our team of consultants propose to complete the Design Development, Planning Approval/Entitlement, Construction Documents and Bidding/Construction Administration phases for Phase 1 of the City Center project for the following design fees. These fees are based upon our revised Schematic Design documents, the allowable construction budget of approximately $16.8M, and an overall fee of 9%.

Phase 4 - Design Development:

alm$_2$s:		$ 159,670.00
AndersonMasonDale:		$ 124,000.00
BHA Design (Landscape Architecture/Urban Planning):		$ 10,500.00
Interwest Consulting Group (Civil Engineering):		$ 4,000.00
JVA Inc. (Structural Engineering):		$ 42,500.00
Cator, Ruma & Associates (Mechanical Engineering):		$ 41,650.00
Cator, Ruma & Associates (Electrical Engineering):		$ 27,650.00
K2 Audio (Acoustics and A/V):		$ 19,600.00
Rimrock Group (IT and Security):		$ 12,050.00
Carl Walker Inc. (Parking-Ph.1 S.D. work not required):	Credit	($ -17,000.00)
		$ 424,620.00

Phase 5 - Planning/Entitlement

alm$_2$s:	$ 9,400.00
BHA Design (Landscape Architecture/Urban Planning/Site Irrigation):	$ 6,050.00
Interwest Consulting Group (Civil Engineering):	$ 29,500.00
	$ 44,950.00

Phase 6 - Construction Documents

alm$_2$s:	$ 182,480.00
AndersonMasonDale:	$ 154,800.00
BHA Design (Landscape Architecture/Urban Planning):	$ 13,600.00
Interwest Consulting Group (Civil Engineering):	Included in Ph. 5 above
JVA Inc. (Structural Engineering):	$ 56,000.00
Cator, Ruma & Associates (Mechanical Engineering):	$ 57,050.00
Cator, Ruma & Associates (Electrical Engineering):	$ 35,550.00
K2 Audio (Acoustics and A/V):	$ 23,750.00
Rimrock Group (IT and Security):	$ 13,750.00
	$ 536,980.00

Phase 7 - Bidding and Construction Administration

alm$_2$s:	$ 114,050.00
Anderson Mason Dale:	$ 70,250.00
BHA Design (Landscape Architecture/Urban Planning):	$ 5,550.00
Interwest Consulting Group (Civil Engineering):	$ 3,000.00
JVA Inc. (Structural Engineering):	$ 25,000.00
Cator, Ruma & Associates (Mechanical Engineering):	$ 23,800.00
Cator, Ruma & Associates (Electrical Engineering):	$ 15,800.00

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City of Greeley Colorado

CITY CENTER - PHASE 1

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K2 Audio (Acoustics and A/V):	$	10,450.00
Rimrock Group (IT and Security):	$	10,750.00
	$	278,650.00
Subtotal Professional Fees:	**$**	**1,285,200.00**
Reimbursable Expenses Allowance (plus balance of existing allowance in current P.O.):	**$**	**10,000.00**
Total Professional Fees:	**$**	**1,295,200.00**

Optional Services

Optional Accelerated Foundations and Underslab Utilities Bid Package (Assume not earlier than 50% CD completion):	Add $	45,400.00
Optional Accelerated Structural Steel Bid Package (Assume not earlier than 75% CD completion):	Add $	39,900.00
Optional Accelerated MEP Bid Package (early purchase of boilers, RTUs, tranformers and electrical gear):	Add $	8,400.00
Optional 11th Street Widening for Diagonal Parking:	Add $	7,500.00
Optional Relocation of Sanitary Sewer Main in Phase 1:	Add $	8,500.00

Reimbursable Expenses

In addition to Basic Services, the following expenses in connection with this Project shall be reimbursable as itemized by the allowance above.

In-House Copying B/W (8-1/2" x 11" thru 11" x 17"):	$0.15-0.25/page
In-House Copying Color (8-1/2" x 11" thru 11" x 17"):	$1.00-2.00/page
In-House Copier Scans:	$1.00/each
In-House Large Format Scans:	$5.00/sheet
In-House Large Format Prints B/W (12" x 18" thru 36" x 48"):	$1.00-4.00/sheet
In-House Large Format Color Plots (12" x 18" thru 36" x 48"):	$7.50-30.00/each
In-House Mylar Plotting (24" x 36" thru 36" x 48"):	$20.00-40.00/sheet
Outsourced Printing and Copying:	Direct Cost x 1.1
Long-Distance Telephone/Fax:	Direct Cost x 1.1
Shipping/Postal/Courier Services:	Direct Cost x 1.1
Photography/Digital Print Processing:	Direct Cost x 1.1
Travel Expenses:	Direct Cost x 1.1
Mileage:	$0.565/mile

Hourly Rates

alm$_2$s:

Principal:	$160/hour
Associate Principal:	$125/hour
Sr. Project Manager/Architect:	$120/hour
Project Manager/Architect:	$115/hour
LEED AP Consulting:	$110/hour
Interior Designer:	$90/hour
Architectural Intern/CAD Technician 2:	$80/hour

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City of Greeley Colorado

CITY CENTER - PHASE 1

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Architectural Intern/CAD Technician 1:	$75/hour
Clerical/Administrative:	$60/hour

AndersonMasonDale:

Principal:	$235/hour
Principal I:	$201/hour
Project Manager:	$158/hour
Architect III:	$138/hour
SP/JC/CA:	$134/hour
Architect II:	$112/hour
Architect I:	$98/hour
Intern III:	$94/hour
Intern II:	$83/hour
Intern I:	$65/hour
Student Intern:	$58/hour
Clerical:	$82/hour

BHA Design:

Principal:	$140-155/hour
Sr. Project Manager/Project Manager:	$98-120/hour
Landscape Architect:	$70-95/hour
Administrative:	$55-85/hour

Interwest Consulting Group:

Principal:	$140/hour
Sr. Project Manager:	$120/hour
Project Manager:	$115/hour
Sr. Project Engineer:	$105/hour
Project Engineer:	$100/hour
Design Engineer:	$95/hour
CAD Technician:	$85/hour
Administrative:	$65/hour

JVA Inc.:

Principal:	$136-176/hour
Senior Project Manager:	$124-148/hour
Project Manager:	$112-120/hour
Senior Project Engineer:	$104/hour
Project Engineer:	$96/hour
Design Engineer II:	$88/hour
Design Engineer I:	$84/hour
CAD Manager/Director:	$96-100/hour
Senior CAD Drafter:	$96/hour
CAD Drafter:	$84/hour
Office Manager:	$116/hour
Administrative Support:	$84-88/hour

Cator, Ruma & Associates:

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Principal/Consultant:	$195/hour
Senior Associate:	$170/hour
Associate:	$160/hour
Project Manager/Senior Engineer:	$140/hour
Contract Administration:	$125/hour
Senior Designer:	$115/hour
Designer:	$100/hour
CAD/Revit Operator:	$90/hour
Administrative:	$70/hour

K2 Audio

Principal Consultant	$170/hour
Senior Consultant	$135/hour
Consultant	$120/hour
Senior Designer	$95/hour
Designer	$85/hour

Rimrock Group

Principal:	$210/hour
Senior Consultant:	$170/hour
Senior Project Manager:	$155/hour
Project Manager:	$132/hour
Senior Engineer/Designer:	$132/hour
Engineer/Designer III:	$116/hour
Senior Construction Administrator:	$116/hour
Engineer/Designer II:	$100/hour
Construction Administrator:	$105/hour
Project Coordinator:	$79/hour
CADD Operator II:	$88/hour
CADD Operator I:	$78/hour
Clerical:	$75/hour

Rates are subject to annual adjustment

Architects

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Council Agenda Summary

November 15, 2016
Agenda Item Number 16
Key Staff Contacts: Doug Marek, City Attorney (970) 350-9757
Joel Hemeseth, Public Works Director (970) 350-9795
Victoria Runkle, Assistant City Manager (970) 350-9730

Title
Introduction and first reading of an ordinance granting a non-exclusive franchise to Atmos Energy Corporation, a Texas Corporation, its successors and assigns, for the right to make reasonable use of, and to erect, construct, operate, and maintain through the public rights-of-way, easements, and other public property and equipment necessary and appurtenant to the operation and maintenance of a system for the furnishing, sale, and distribution of natural gas to citizens within the City, and fixing the terms and conditions thereof

Summary
Key provisions of the franchise agreement and ordinance include the following:

- 20 year term for non-exclusive franchise to provide natural gas service in Greeley
- Franchise fee payment to City based on 5% of revenues from sale of gas in Greeley
- Authority for City to conduct audit of computation of franchise fee
- Continuance of Atmos rights to use City right-of-way for gas facilities
- Allowances for location of Atmos facilities on city property other than right-of-way
- Obligations for Atmos to maintain facilities & avoid interference with City operations

Fiscal Impact

Does this item create a fiscal impact on the City of Greeley?	No
If yes, what is the initial or onetime impact?	
What is the annual impact?	
What fund of the City will provide funding?	
What is the source of revenue within the fund?	
Is there grant funding for this item?	
If yes, does this grant require a match?	
Is this grant onetime or ongoing?	
Additional Comments:	

Legal Issues
The City Charter provides that the grant of a franchise must be approved by adoption of an ordinance.

Other Issues and Considerations
None.

Applicable Council Goal or Objective
Economic Health and Development: Engaged Business and Industry Relationships

Decision Options
1. Introduce the ordinance as presented; or
2. Amend the ordinance and introduce as amended; or
3. Deny the ordinance; or
4. Continue consideration of the ordinance to a date certain

Council's Recommended Action
A motion to introduce the ordinance and schedule the public hearing and final reading for December 6, 2016

Attachments
Ordinance
Attachment 1 – Atmos Franchise Agreement

CITY OF GREELEY, COLORADO

ORDINANCE NO. _____, 2016

AN ORDINANCE OF THE CITY OF GREELEY, COLORADO, GRANTING A NON-EXCLUSIVE FRANCHISE TO ATMOS ENERGY CORPORATION, A TEXAS CORPORATION, ITS SUCCESSORS AND ASSIGNS, FOR THE RIGHT TO MAKE REASONABLE USE OF, AND TO ERECT, CONSTRUCT, OPERATE, AND MAINTAIN THROUGH THE PUBLIC RIGHTS-OF-WAY, EASEMENTS, AND OTHER PUBLIC PROPERTY AND EQUIPMENT NECESSARY AND APPURTENANT TO THE OPERATION AND MAINTENANCE OF A SYSTEM FOR THE FURNISHING, SALE, AND DISTRIBUTION OF NATURAL GAS TO CITIZENS WITHIN THE CITY, AND FIXING THE TERMS AND CONDITIONS THEREOF.

WHEREAS, the City of Greeley granted Atmos Energy Corporation ("Atmos") a natural gas distribution franchise by Ordinance, City of Greeley No. 1995-40; and

WHEREAS, by mutual agreement of Atmos and Greeley, the terms and conditions of that franchise agreement continue while the terms of a new franchise agreement are being negotiated; and

WHEREAS, since the spring of 2015, Atmos and Greeley have been negotiating a new gas distribution franchise agreement; and

WHEREAS, those negotiations have resulted in a proposed agreement (the "Franchise Agreement") that is being presented to the City Council for its consideration and approval;

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

Section 1. The City of Greeley hereby adopts the Atmos Franchise Agreement labeled as Exhibit 1 and attached to this Ordinance.

Section 2. This Council Ordinance adoption is authorized under Article XVIII of the Greeley City Charter.

Section 3. This Ordinance authorizes the Mayor and appropriate City staff to execute the attached Atmos Franchise Agreement.

Section 4. This Ordinance shall become effective five (5) days follows its final publication.

PASSED AND ADOPTED, SIGNED AND APRPOVED, THIS _____ DAY OF DECEMBER, 2016.

ATTEST: CITY OF GREELEY, COLORADO

_____ _____

City Clerk Mayor

Exhibit 1

FRANCHISE AGREEMENT

between

THE CITY OF GREELEY, COLORADO

and

ATMOS ENERGY CORPORATION

A Texas Corporation

ARTICLE I

Definitions

For the purpose of this franchise, the following words and phrases shall have the meaning given in this Article. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number and words in the singular number include the plural number. The word "shall" is mandatory and "may" is permissive. Words not defined in this Article shall be given their common and ordinary meaning.

1.1 "City" refers to and is the City of Greeley, Weld County, Colorado, and includes the territory as currently is or may in the future be included within the boundaries of the City of Greeley.

1.2 "City Facilities" refers to all facilities owned by the City including but not limited to, buildings, structures including City-owned street lights, parking lots, parks and recreational facilities, and water, sewer, stormwater, reclaimed water, telecommunication and transportation systems.

1.3 "Council" or "City Council" refers to and is the legislative body of the City of Greeley.

1.4 "Company" refers to and is Atmos Energy Corporation, a Texas and Virginia corporation, and its successors and assigns.

1.5 "Company Facilities" refers to all facilities of the Company reasonably necessary or desirable to provide gas service into, within and through the City, including but not limited to, plants, works, systems, distribution lines, equipment, pipes, mains, gas compressors, meters, meter reading devices, communication and data transfer equipment, control equipment, and gas regulator stations.

1.6 "Gas" or "Natural Gas" refers to and is such gaseous fuels as natural, artificial, synthetic, liquefied natural, liquefied petroleum, manufactured, or any mixture thereof.

1.7 "Other City Property" refers to the surface, the air space above the surface and the area below the surface of any property owned or hereafter owned by the City, that would not otherwise fall under the definition of Public Rights-of-Way, but which could provide a suitable location for the placement of Company facilities, as specifically provided in writing by the City as set forth in section 2.1 of this franchise. Other City Property includes parks and open space.

1.8 "Private Project" refers to any project which is not covered by the definition of public project.

1.9 "Public Project" refers to: (1) any public work or improvement within the City that is wholly or beneficially owned by the City; or (2) any public work or improvement within the City where

50 percent or more of the funding is provided by any combination of the City, the federal government, the State of Colorado, any Colorado county, the regional transportation district, but excluding all other entities established under C.R.S. tit. 32.

1.10 "PUC" refers to and is The Public Utilities Commission of the State of Colorado or other authority succeeding to the regulatory Prowers of The Public Utilities Commission of the State of Colorado.

1.11 "Public Rights-of-Way" shall mean public streets, alleys, highways, bridges, public easements, public thoroughfares, and sidewalks of the City, as they now exist or may be hereafter constructed, opened, laid out or extended within the present limits of the City, or in such territory as may hereafter be added to, consolidated or annexed to the City.

1.12 "Residents" refers to and includes all persons, businesses, industry, governmental agencies, and any other entity whatsoever, presently located or to be hereinafter located, in whole or in part, within the territorial boundaries of the City.

1.13 "Revenues" refer to and are those amounts of money which the Company receives from its customers within the City for the sale of gas under rates, temporary or permanent, authorized by the PUC and represents amounts billed under such rates as adjusted for refunds, the net write-off of uncollectible accounts, corrections or other regulatory adjustments.

1.14 "Tariffs" refers to those tariffs of the Company on file and in effect with the PUC, the Federal Energy Regulatory Commission or any successor entities with similar legal authority or jurisdiction over the Company, as amended from time to time.

1.15 "Utility service" refers to the sale of gas to residents by the Company under rates approved by the PUC, as well as the delivery of gas to residents by the Company.

ARTICLE II

Grant of Franchise

2.1 Grant of Franchise.

(A) The City hereby grants to the Company, for the period specified and subject to the conditions, terms and provisions contained in this Ordinance, the nonexclusive right to furnish, transport, sell and distribute gas to the City and to all persons, businesses and industries within the City; the nonexclusive right to acquire, construct, install, locate, maintain, operate and extend into, within and through the City all facilities reasonably necessary to provide gas to the City and to all persons, businesses and industries within the City and in the territory adjacent thereto; and the

nonexclusive right to make reasonable use of all streets and other public places as may be necessary to carry out the terms of the Ordinance.

(B) Company Facilities in Other City Property as of the Effective Date of this Franchise. Company Facilities currently located in Other City Property shall be subject to the terms and conditions set forth in City license agreements, permits, or other written agreements granting the Company the right to place its Facilities in such Other City Property. To the extent that such Company Facilities in Other City Property are not specifically authorized by separate license agreements, permits or other written agreements, the Company may continue use of such Company Facilities in Other City Property under the terms of this Franchise.

(C) New Company Facilities in Other City Property. For all Other City Property, the City's grant to the Company of the right to locate Company Facilities in, on, over or across such Other City Property shall be subject to the Company's receiving from the City a revocable license, permit or other agreement approving the location of such Company Facilities, which the City may grant or deny in its sole reasonable discretion; and (2) the terms and conditions of the use of such Other City Property shall be governed by this Franchise as may be reasonably supplemented in such revocable license, permit or other agreement to account for the unique nature of such Other City Property. Nothing in this subsection (C) shall modify or extinguish pre-existing Company property rights.

2.2 Terms of Franchise. The term of this franchise shall be for twenty (20) years, beginning _____, 2016, and expiring _____, 2036.

ARTICLE III

Conditions and Limitations

3.1 Scope of Franchise. This grant shall extend to all areas within the corporate boundaries of the City as it is now or hereafter constituted that are within the Company's PUC-certificated service territory; however, nothing contained in this franchise shall be construed to authorize the Company to engage in activities other than activities consistent with the provision of gas service, nor does it affect the Company's rights and obligations pursuant to any certificate of public convenience and necessity granted by the PUC.

3.2 Subject to City Usage. The right to make reasonable use of Public Rights-of-Way to provide gas service to the City and its residents under this franchise is subject to and subordinate to any City usage of said streets and public utility easements.

3.3 Prior Grants not Revoked. This grant does not, and is not intended to revoke any prior license, grant, or right to use the Public Right-of-Way or Other City Property.

3.4 Franchise not Exclusive. The rights granted by this franchise are not, and shall not be deemed to be, granted exclusively to the Company, and the City reserves the right to make or grant a gas franchise to any other person, firm or corporation.

3.5 Police Powers. The Company expressly acknowledges the City's right to adopt, from time to time, in addition to the provisions contained herein, such laws, including ordinances and regulations, as it may deem necessary in the exercise of its governmental powers. If the City considers making any substantive changes in its local codes or regulations that in the City's reasonable opinion will significantly impact the rights granted pursuant to this franchise or Company's operations in the City, it will make a good faith effort to advise the Company of such consideration; provided, however, that lack of notice shall not be justification for the Company's noncompliance with any applicable local requirements.

3.6 Regulation of Streets and Public Utility Easements. The Company expressly acknowledges the City's right to enforce applicable regulations concerning the Company's access to or use of the streets and public utility easements, including requirements for permits.

3.7 Compliance with Laws. The Company shall promptly and fully comply with all applicable laws, regulations, permits and orders enacted by City.

ARTICLE IV

Franchise Fee

4.1 Franchise Fee. In consideration for the grant of this franchise, the Company shall collect and remit to the City a sum equal to _____ percent (__%) of the revenues derived annually from the sale of gas within the City, excluding the amount received from the City itself for gas service furnished it.

4.2 Payment Schedule. For the franchise fee owed on revenues received after the effective date of this franchise, payment shall be made in monthly installments not more than thirty days following the close of business for the month for which payment is to be made. Initial and final payments shall be prorated for the portions of the months at the beginning and end of the term of this ordinance. All payments shall be made to the City Finance Director.

4.3 Audit of Franchise Fee Payments.

(A) *Access.* The City Finance Director, or other authorized representatives, shall have

access to the books of the Company for the purpose of auditing or checking to ascertain that the franchise fee has been correctly computed, upon at least ten (10) business days' notice by the City. City agrees that such representatives shall, on or before the date they are given access to the books of the Company. City agrees that any information marked by Company as confidential and proprietary shall be treated by City as confidential and proprietary in accordance with applicable law.

(B) *Company Response to Audit*. If an audit contemplated by this section reveals the Company has underpaid the City, then City shall provide Company written notification from City regarding the existence of such underpayment, and Company shall proceed in good faith to verify the existence of the underpayment. Company shall have 30 days within which to examine the City's findings. If Company agrees with the City's findings, it shall remit the amount of underpayment to City, plus interest on the past due amount at computed at the rate set by the PUC for customer security deposits held by the Company within ten (10) business days after the end of the 30-day period. The cost of the audit shall be borne by the City unless the audit discloses that the Company has underpaid the franchise fee by ten percent (10%) or more, in which case the reasonable costs of the audit shall be reimbursed to the City by the Company. If the Company disputes the underpayment it shall provide the City with its formal response and make available documentation in support of its position at the end of the 30-day period. If an audit contemplated by this section reveals Company has overpaid the City, then Company shall provide City written notification regarding the existence of such overpayment, and City shall proceed in good faith to examine the Company's findings and determine if it agrees with the claim of an overpayment. City shall have 30 days within which to examine the Company's findings. If City agrees with Company's finding of an overpayment, it shall remit the amount of overpayment to Company within ten (10) days after the end of the 30-day period; provided however that if the overpayment exceeds ten percent (10%) of the total payment for the period examined, the City may, in its discretion, repay the overpayment in monthly installments over a period of time equal to the time period that the overpayments were made. If the parties are not able to agree on the findings of an underpayment or overpayment, each party reserves all rights it may have to collect on any monies owed pursuant to this Franchise and/or any applicable law.

4.4 Correction of Franchise Fee Payments. In the event that either the City or the Company discovers that there has been an error in the calculation of the franchise fee payment to the City, it shall provide written notice to the other party of the error. If the party receiving written notice of error does not agree with the written notice of error, that party may challenge the written

notice of error pursuant to Section 4.5 of this Article; otherwise, the error shall be corrected in the next monthly payment that has not yet been processed by the Company. However, if the error results in an overpayment of the franchise fee to the City, and said overpayment is in excess of ten percent (10%), reimbursement for the overpayment shall be spread over the same period the error was undiscovered. All franchise fee underpayments shall be corrected in the next monthly payment, together with interest computed at the rate set by the PUC for customer security deposits held by the Company, from the date when due until the date paid. In no event shall either party be required to fund or refund any overpayment or underpayment made as a result of a Company error which occurred more than three (3) years prior to the discovery of the Company error.

4.5 Fee Disputes. Either party may challenge any written notification of error as provided for in Section 4.4 of this Article by filing a written notice to the other party within 30 days of receipt of the written notification of error. The written notice shall contain a summary of the facts and reasons for the party's notice. The parties shall make good faith efforts to resolve any such notice of error before initiating any formal legal proceedings for the resolution of such error.

4.6 Obligation in Lieu of Fee. In the event that the franchise fee specified herein is declared void for any reason by a court of competent jurisdiction, unless prohibited by law, the Company shall be obligated to pay the City, at the same times and in the same manner as provided in this franchise, an aggregate amount equal to the amount which the Company would have paid as a franchise fee as consideration for use of the Public Rights-of-Way. To the extent permitted by law, the Company may, but is not required to, collect the amounts agreed upon through a surcharge upon utility service provided to City residents, not including the City pursuant to Section 4.9 below.

4.7 Reports.

(A) *Other Gas Providers.* Upon written request by the City, the Company shall supply the City with reports, in such formats and providing such details as reasonably requested by the City, of all suppliers of gas services that utilize Company facilities to sell or distribute gas service to residents and the names and addresses of each such supplier; provided the Company shall not be required to disclose any confidential or proprietary information that may not be provided pursuant to state or federal law, the tariff, or commission rules. Additionally, the Company shall make available to the City the Company's 10-K report.

(B) *Other Franchise Fees.* The Company shall report to the City annually, as soon after the first of the year as practical, of a subsequent franchise or of any change of franchise in other Colorado municipalities that could have a significant financial impact on the franchise fee to be paid

by the Company to the City.

4.8 Franchise Fee Payment in Lieu of Other Fees. Payment of the franchise fee by the Company is accepted by the City in lieu of any occupancy tax, license tax, , inspection fee or similar tax, assessment or excise upon the pipes, mains, meters or other personal property of the Company or on the privilege of doing business or in connection with the physical operation thereof, but does not exempt the Company from any lawful taxation upon its real property or personal property, any other tax not related to the franchise or the physical operation thereof, or permit fees of general applicability imposed upon users of the rights-of-way.

4.9 Change of Franchise Fee. Once during each calendar year of the franchise, the City Council, upon giving 30 days' notice to the Company, may review and change the franchise fee that the City may be entitled to receive as a part of the franchise; provided, however, that the Council may only change the franchise fee amount such as to cause the City to receive a franchise fee under this franchise equivalent to the franchise fee that the Company may pay to any other City or City in any other franchise under which the Company renders gas service in Colorado.

4.10 Franchise Fee Payment not in Lieu of Other Fees. Payment of the franchise fee does not exempt the Company from any other lawful tax or fee imposed generally upon persons doing business within the City, including any fee for a street closure permit, an excavation permit, a street cut permit, or other lawful permits or licenses hereafter required by the City, and the franchise fee provided for herein shall not be in lieu of any occupation, occupancy or similar tax or fee for the use of City streets, other City property and public utility easements.

4.11 Utility Service Provided to the City. No franchise fee shall be charged to the City for utility service provided to the City for its own consumption.

ARTICLE V

Conduct of Business

5.1 Conduct of Business. The Company may establish, from time to time, such rules, regulations, terms and conditions governing the conduct of its business as shall be reasonably necessary to enable the Company to exercise its rights and perform its obligations under this franchise; provided, however, that such rules, regulations, terms and conditions shall not be in conflict with the laws of the State of Colorado.

5.2 Tariffs on File. The Company shall keep on file in its nearest office copies of all its tariffs currently in effect and on file with the PUC. Said tariffs shall be available for inspection by the

public.

5.3 Compliance with PUC Regulations. The Company shall comply with all rules and regulations adopted by the PUC.

5.4 Compliance with Company Tariffs. The Company shall furnish gas within the City to the City and to all persons, businesses and industries within the City at the rates and under the terms and conditions set forth in its tariffs on file with the PUC.

5.5 Applicability of Company Tariffs. The City and the Company recognize that the lawful provisions of the Company's tariffs on file and in effect with the PUC are controlling over any inconsistent provision in this franchise dealing with the same subject matter.

ARTICLE VI

Construction, Installation & Operation of Company Facilities

6.1 Supply of Gas. The Company shall take all reasonable steps to provide an adequate supply of gas to its customers at a reasonable cost consistent with long-term reliable supplies. The Company's facilities shall be of sufficient quality, durability and redundancy to provide adequate and efficient gas service to the City. If the supply of gas should be interrupted, the Company shall take all necessary and reasonable actions to restore such supply within the shortest practicable time.

6.2 Restoration of Service. In the event the Company's gas system, or any part thereof, is partially or wholly destroyed or incapacitated, the Company shall use due diligence to restore its system to satisfactory service within the shortest practicable time.

6.3 Obligations Regarding Company Facilities.

(A) *Company facilities.* All Company facilities within the Public Rights-of- or Other City Property shall be maintained in accordance with applicable law.

(B) *Company work on City Property.* All work within the Public Rights-of-Way or Other City Property performed or caused to be performed by the Company shall be done:

(1) In a manner that is in accordance with generally accepted gas utility standards;

(2) In a timely manner;

(3) In a manner which minimizes inconvenience to the public;

(4) In a cost-effective manner, which may include the use of qualified contractors; and

(5) In accordance with all applicable laws, ordinances and regulations.

(C) *No interference with City Facilities.* Company Facilities shall not interfere with any City Facilities. Company Facilities shall be installed and maintained in the Public Rights-of-Way so as to minimize interference with other property, trees, and other improvements and natural features in and adjoining the streets in light of the Company's obligation under Colorado law to provide safe and reliable utility facilities and services.

(D) *Permit and inspection.* The installation, renovation, maintenance, operation and replacement of any Company facilities in the Public Rights-of-Way and Other City Property by or on behalf of the Company shall be subject to applicable permit, inspection and approval by the City. Such inspection and approval may include, but shall not be limited to the following matters: location of Company Facilities, cutting and trimming of trees and shrubs (although the Company may fell and prune vegetation that interferes with the safety and operation of its utility facilities), and disturbance of pavement, sidewalks, and surfaces of the Public Rights-of-Way and Other City Property. The Company agrees to cooperate with the City in conducting inspections and shall promptly perform any remedial action lawfully required by the City pursuant to any such inspection.

(E) *Compliance.* The Company and all of its contractors shall comply with the requirements of all applicable municipal laws, ordinances, regulations, public land licenses, permits, and standards, including but not limited to, requirements of all building and zoning codes, and requirements regarding curb and pavement cuts, excavating, digging, and other construction activities. The Company shall require that its contractors working in the Public Rights-of-Way and Other City Property hold the necessary licenses and permits required by law.

(F) *As-built drawings.* When required for a public health or safety purpose, Company shall identify for the City the location of its Company Facilities within the Public Rights-of-Way. Company shall provide all location and "as built" plans on a going forward basis as required pursuant to the City's permitting process. As used in this section, as-built drawings refers to the facility drawings as maintained in the Company's geographical information system or any equivalent Company system. The Company shall not be required to create drawings that do not exist at the time of the request. Any maps or "as built" drawings provided by Company to the City shall be deemed confidential and shall be provided solely for the City's use. The City agrees to maintain the confidentiality of any non-public information obtained from Company to the extent allowed by law.

6.4 Excavation and Construction. The Company shall be responsible for obtaining, paying for, and complying with all applicable permits including, but not limited to, excavation, street closure and street cut permits, in the manner required by the applicable laws, ordinances and regulations of

the City. Although Company shall be responsible for obtaining and complying with the terms of such permits, the City will not require the Company to pay the fees charged for such permits when performing relocations requested by the City under Section 6.6 of this Article. Upon the Company submitting an excavation and construction design plan to the City, the City shall promptly and fully advise the Company in writing of all requirements for restoration of City streets in advance of Company excavation projects in the Public Rights-of-Way and Other City Property based on the design submitted, if the City's restoration requirements are not addressed in publicly-available standards.

6.5 Restoration. When the Company does any work in or affecting the Public Rights-of-Way or Other City Property, it shall, at its own expense, promptly remove any obstructions placed thereon or therein by the Company and restore such Public Rights-of-Way or Other City Property, to a condition that is substantially the same as existed before the work and meets applicable City standards. If weather or other conditions do not permit the complete restoration required by this section, the Company may, with the approval of the City, temporarily restore the affected Public Rights-of-Way or Other City Property, provided that such temporary restoration is not at the City's expense, and provided further that the Company promptly undertakes and completes the required permanent restoration when the weather or other conditions no longer prevent such permanent restoration. Upon the request of the City, the Company shall restore the Public Rights-of-Way or Other City Property to a better condition than existed before the work was undertaken, provided that the City shall be responsible for any incremental costs of such restoration if not required by then-current City standards and provided that the City seeks or grants, as applicable, any additional required approvals. If the Company fails to promptly restore the Public Rights-of-Way or Other City Property as required by this section, and if, in the reasonable discretion of the City immediate action is required for the protection of public health and safety, the City may restore such Public Rights-of-Way or Other City Property, or remove the obstruction therefrom; provided however, City actions do not interfere unreasonably with Company Facilities. The Company shall be responsible for the reasonable cost incurred by the City to restore such Public Rights-of-Way or Other City Property, or to remove any obstructions therefrom. In the course of its restoration of the Public Rights-of-Way or Other City Property under this section, the City shall not perform work on Company facilities unless specifically authorized by the Company in writing on a project by project basis and subject to the terms and conditions agreed to in such authorization.

6.6 Relocation of Company Facilities.

(A) *Relocation Obligation.* The Company shall temporarily or permanently remove, relocate, change or alter the position of any Company facility (collectively, "relocate(s)," "relocation(s)," or "relocated") in Public Rights-of-Way at no cost or expense to the City whenever the City determines such relocation is necessary for the completion of any Public Project. In the case of relocation that is necessary for the completion of any Public Project in a public utility easement that is not in a City street, the Company shall not be responsible for any relocation costs. For all relocations, the Company and the City agree to cooperate on the location and relocation of the Company facilities in the Public Rights-of-Way or Other City Property in order to achieve relocation in the most efficient and cost-effective manner possible. Notwithstanding the foregoing, once the Company has relocated any Company Facility at the City's direction, if the City requests that the same Company Facility be relocated within one year, the subsequent relocation shall not be at the Company's expense. Nothing provided herein shall prevent the Company from recovering its relocation costs and expenses from third parties.

(B) *Private Projects.* The Company shall not be responsible for the expenses of any relocation required by Private Projects, and the Company has the right to require the payment of estimated relocation expenses from the affected private party before undertaking the relocation.

(C) *Relocation performance.* The relocations set forth in 6.6(A) above shall be completed within a reasonable time with respect to the scope of the project, not to exceed ninety (90) days from the later of the date on which the City requests, in writing, that the relocation commence, or the date when the Company is provided all supporting documentation, subject to the parties' ability to negotiate a longer period given specific circumstances affecting the project. The Company shall notify the City within twenty (20) days of receipt of the request if the supporting documentation is insufficient to complete the project. The Company shall receive an extension of time to complete a relocation where the Company's performance was delayed due to force majeure, the actions of a third party that is not a contractor or subcontractor or otherwise working on behalf of the Company, or the failure of the City to provide adequate supporting documentation. The Company has the burden of presenting evidence to reasonably demonstrate the basis for the delay. Upon written request of the Company, the City may also grant the Company reasonable extensions of time for good cause shown and the City shall not unreasonably withhold any such extension.

(D) *Completion.* Each relocation shall be complete only when the Company actually relocates the Company Facilities, restores the relocation site in accordance with Section 6.5 of this

Article or as otherwise agreed with the City, and removes from the site or properly abandons on-site all unused facilities, equipment, material and other impediments.

(E) *Scope of obligation.* Notwithstanding anything to the contrary in this franchise, the Company shall not be required to relocate any Company Facilities from property: (a) owned by the Company in fee; or (b) in which the Company has a property right, grant or interest, including without limitation an easement, but excluding public utility easements.

(F) *Coordination.* When requested in writing, the City and the Company shall meet to share information regarding coordination of anticipated projects that will require relocation of Company Facilities in the City. Such meetings shall be for the purpose of minimizing conflicts where possible and to facilitate coordination with any reasonable timetable established by the City for any public project. The City shall provide the Company with one year's advance notice of any planned street repaving to the extent the City has such information. The Company shall make reasonable best efforts to complete any necessary or anticipated repairs or upgrades to Company Facilities that are located underneath the street within the one-year period if practicable.

(G) *City revision of supporting documentation.* Any revision by the City of supporting documentation provided to the Company that causes the Company to substantially redesign and/or change its plans regarding facility relocation shall be deemed good cause for a reasonable extension of time to complete the relocation under this franchise.

(H) *Delays.* Should the City believe that the Company has failed to comply with any of its obligations contained in this Section, where the alleged delay has caused damages to be incurred by the City, the City will pursue its claim through the Company's internal claims process in an attempt to resolve the issues. The Company will process the claim in accordance with its policies and pay any amount the parties agree is due pursuant to the terms of a written settlement agreement. If the parties are unable to resolve the disputed issues through the Company's internal claims process, the City reserves all rights to seek compensation from the Company for any alleged damages and the Company reserves the right to assert no damages are owed to the City.

(I) *Underground relocation.* Underground facilities shall be relocated underground unless underground location is no longer the generally accepted standard for gas utilities. Above ground facilities shall be relocated above ground.

6.7 Adjustments to Certain Company Facilities. The Company shall perform adjustments to Company Facilities, to accommodate City street maintenance, repair and paving operations at no cost to the City. "Adjustments" means raising or lowering manholes and other appurtenances,

utilizing the methodology provided by the City consistent with generally accepted standards for gas utilities. At the City's request, the Company shall provide manhole extension rings to the City or City's contractor for installation directly behind paving operations whenever this method for adjustment is deemed appropriate by the Company. In providing such adjustments to Company Facilities, the Company agrees to perform as follows:

(A) *Performance.* The Company shall complete each requested adjustment within a reasonable time, from the date upon which the City makes a written request and provides to the Company all information reasonably necessary to perform the adjustment. The Company shall be entitled to an extension of time to complete an adjustment where the Company's performance was delayed due to force majeure or the actions of another party that is not a contractor or subcontractor or otherwise working on behalf of the Company. Upon request of the Company, the City may also grant the Company reasonable extensions of time for good cause shown and the City shall not unreasonably withhold any such extension.

(B) *Completion/Restoration.* Each such adjustment shall be complete only when the Company actually adjusts the Company Facility to accommodate the City's operations in accordance with City instructions and, if required, readjusts, following City maintenance, repair and paving operations.

(C) *Coordination.* As requested by the City or the Company, representatives of the City and the Company shall meet regarding anticipated street maintenance or other operations that will require such adjustments to Company Facilities in Public Rights-of-Way or Other City Property. Such meetings shall be for the purpose of coordinating and facilitating performance under this section.

6.8 Service to New Areas. If during the term of this franchise the boundaries of the City are expanded, the City will promptly notify Atmos in writing of any geographic areas annexed by the City during the term hereof ("Annexation Notice"). Any such Annexation Notice shall be sent to Atmos by certified mail, return receipt requested, and shall contain the effective date of the annexation, maps showing the annexed area and such other information as Atmos may reasonably require in order to ascertain whether there exist any customers of Atmos receiving natural gas service in said annexed area. To the extent there are such Atmos customers therein, then the gross revenues of Atmos derived from the sale and distribution of natural gas to such customers shall become subject to the franchise fee provisions hereof effective on the first day of Atmos' billing cycle immediately following Atmos' receipt of the Annexation Notice. The failure by the City to advise

Atmos in writing through proper Annexation Notice of any geographic areas which are annexed by the City shall relieve Atmos from any obligation to remit any franchise fees to City based upon gross revenues derived by Atmos from the sale and distribution of natural gas to customers within the annexed area until City delivers an Annexation Notice to Atmos in accordance with the terms hereof.

6.9 City Not Required to Advance Funds. Upon receipt of the City's authorization for billing and construction, the Company shall extend its facilities to provide gas service to the City for municipal uses within the City limits or for any major municipal facility outside the City limits, without requiring the City to advance funds prior to construction.

6.10 Inspection, Audit and Quality Control. The City shall have the right to inspect, at all reasonable times, any portion of the Company's system used to serve the City and its residents. The City also shall have the right to inspect and conduct an audit of Company records relevant to compliance with any terms of this Ordinance at all reasonable times. The Company agrees to cooperate with the City in conducting the inspection and/or audit and to correct any discrepancies affecting the City's interest in a prompt and efficient manner.

ARTICLE VII

Assignment

7.1 Assignment. Nothing in this Ordinance shall prevent the Company from assigning its rights under this franchise.

ARTICLE VIII

Indemnification and Immunity

8.1 City Held Harmless. The Company shall indemnify, defend and hold the City harmless from and against claims, demands, liens and all liability or damage of whatsoever kind on account of or arising from the exercise by the Company of the rights related to the operations of the Company within the City, and shall pay the costs of defense plus reasonable attorneys' fees. The City shall: (a) give prompt written notice to the Company of any claim, demand or lien with respect to which the City seeks indemnification hereunder; and (b) unless in the City's judgment a conflict of interest may exist between the City and the Company with respect to such claim, demand or lien, shall permit the Company to assume the defense of such claim, demand, or lien with counsel reasonably satisfactory to the City. If such defense is assumed by the Company, the Company shall not be subject to liability for any settlement made without its consent. If such defense is not

assumed by the Company or if the City determines that a conflict of interest exists, the parties reserve all rights to seek all remedies available in this franchise against each other. Notwithstanding any provision hereof to the contrary, neither the City nor the Company shall be obligated to indemnify, defend or hold the other party harmless to the extent any claim, demand or lien arises out of or in connection with any negligent act or failure to act of the other party or any of its officers or employees. If litigation arises between the parties, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs.

8.2 Immunity. Nothing in this section or any other provision of this franchise shall be construed as a waiver of the notice requirements, defenses, immunities and limitations the City may have under the Colorado Governmental Immunity Act (C.R.S. § 4-10-101 et seq.) or of any other defenses, immunities, or limitations of liability available to the City by law.

ARTICLE IX

Breach

9.1 Noncontestability.The City and the Company agree to take all reasonable and necessary actions to assure that the terms of this franchise are performed. However, the Company reserves the right to seek a change in its tariffs, including but not limited to the rates, charges, terms, and conditions of providing utility service to the City and its residents, and the City retains all rights that it may have to intervene and participate in any such proceedings.

9.2 Notice / Cure / Remedies. Except as otherwise provided in this franchise, if a party (the "breaching party") to this franchise fails or refuses to perform any of the terms or conditions of this franchise (a "breach"), the other party (the "nonbreaching party") may provide written notice to the breaching party of such breach. Upon receipt of such notice, the breaching party shall be given a reasonable time, not to exceed thirty (30) days, in which to remedy the breach, or, if such breach cannot be remedied in thirty (30) days, such additional time as reasonably needed to remedy the breach, but not exceeding an additional thirty (30) day period, or such other time as the parties may agree. If the breaching party does not remedy the breach within the time allowed in the notice, the nonbreaching party may exercise the following remedies for such breach:

(A) Specific performance of the applicable term or condition; and

(B) Recovery of actual damages (excluding special or consequential damages) from the date of such breach incurred by the nonbreaching party in connection with the breach.

9.3 Termination of Franchise by City. In addition to the foregoing remedies, if the

Company fails or refuses to perform any material term or condition of this franchise (a "material breach"), the City may provide written notice to the Company of such material breach. Upon receipt of such notice, the Company shall be given a reasonable time, not to exceed ninety (90) days, in which to remedy the material breach or, if such material breach cannot be remedied in ninety (90) days, such additional time as reasonably needed to remedy the material breach, but not exceeding an additional ninety (90) day period, or such other time as the parties may agree. If the Company does not remedy the material breach within the time allowed in the notice, the City may, at its sole option, terminate this franchise. This remedy shall be in addition to the City's right to exercise any of the remedies provided for elsewhere in this franchise. Upon such termination, the Company shall continue to provide utility service to the City and its residents (and shall continue to have associated rights and grants needed to provide such service) until the City makes alternative arrangements for such service and until otherwise ordered by the PUC and the Company shall be entitled to collect from residents and shall be obligated to pay the City, at the same times and in the same manner as provided in this franchise, an aggregate amount equal to the amount which the Company would have paid as a franchise fee as consideration for use of the Public Rights-of-Way.

9.4 No Limitation. Except as provided herein, nothing in this franchise shall limit or restrict any legal rights or remedies that either party may possess arising from any alleged breach of this franchise.

9.5 Force Majeure. Notwithstanding anything expressly or impliedly to the contrary contained herein, in the event the Company is prevented, wholly or partially, from complying with any obligation or undertaking contained herein by reason of any event of force majeure, then, while so prevented, compliance with such obligations or undertakings shall be suspended, and the time during which Company is so prevented shall not be counted against the Company. The term "force majeure" refers to the inability to undertake an obligation of this franchise due to a cause that could not be reasonably anticipated by a party or is beyond its reasonable control after exercise of best efforts to perform, including but not limited to, fire, strike, war, terrorist acts, riots, acts of governmental authority, acts of God, floods, epidemics, quarantines, unavailability or shortages of labor, materials or equipment or failures or delays in delivery of materials.

ARTICLE X

Condemnation

10.1 Right and Privilege of City. The right and privilege of the City to condemn any

Company facilities located within the territorial boundaries of the City, and the Company's rights in connection therewith, as set forth in applicable provisions of the Constitution, case law and statutes of the State of Colorado relating to the acquisition of public utilities, are expressly recognized. The City shall have the right to condemn pursuant to applicable law Company facilities, land, rights-of-way and easements now-owned or to be owned by the Company located within the territorial boundaries of the City. In the event of any such condemnation, no value shall be ascribed or given to the rights granted under this franchise in the valuation of the property thus taken.

10.2 Continued Cooperation by Company. In the event the City exercises its authority to condemn, the Company agrees that, at the City's request, it will continue to supply any service it supplies under this franchise, for the duration of the term of this franchise pursuant to terms and conditions negotiated for such continued operation.

ARTICLE XI

Continuation of Utility Service

In the event this franchise is not renewed at the expiration of its term or is terminated for any reason, and the City has not provided for alternative utility service, the Company shall have no right or obligation to remove any Company Facilities from the Public Rights-of-Way pending resolution of the disposition of the system unless otherwise ordered by the PUC, and shall continue to provide utility service within the City until the City arranges for utility service from another provider. The City acknowledges and agrees that the Company has the right to use the Public Rights-of-Way and Other City Property during such time. The Company further agrees that it will not withhold any temporary utility services necessary to protect the public. The City agrees that in the circumstances of this article, the Company shall be entitled to monetary compensation as provided in the tariffs and to the extent consistent with applicable law, the Company shall be entitled to collect from residents and shall be obligated to pay the City, at the same times and in the same manner as provided in this franchise, an aggregate amount equal to the amount which the Company would have paid as a franchise fee as consideration for use of the City's Public Rights-of-Way. Only upon receipt of written notice from the City stating that the City has adequate alternative utility service for residents and upon order of the PUC shall the Company be allowed to discontinue the provision of utility service to the City and its residents.

ARTICLE XII

Amendments

12.1 Proposed Amendments. At any time during the term of this franchise, the City or the Company may propose amendments to this franchise by giving thirty (30) days' written notice to the other of the proposed amendment(s) desired, and both parties thereafter will, within a reasonable time, negotiate in good faith in an effort to agree upon mutually satisfactory amendment(s). However, nothing contained in this section shall be deemed to require either party to consent to any amendment proposed by the other party.

12.2 Effective Amendments. No alterations, amendments or modifications to this franchise shall be valid unless executed by an instrument in writing by the parties, adopted with the same formality used in adopting this franchise, to the extent required by law. Neither this franchise, nor any term hereof, may be changed, modified or abandoned, in whole or in part, except by an instrument in writing, and no subsequent oral agreement shall have any validity whatsoever.

ARTICLE XIII

Miscellaneous

13.1 No Waiver. Neither the City, nor the Company shall be excused from complying with any of the terms and conditions of this franchise by any failure of the other, or any of its officers, employees, or agents, upon any one or more occasions, to insist upon or to seek compliance with any such terms and conditions.

13.2 Successors and Assigns. The rights, privileges and obligations, in whole or in part, granted and contained in this franchise shall inure to the benefit of and be binding upon the Company, its successors and assigns, to the extent that such successors or assigns have succeeded to or been assigned the rights of the Company pursuant to Article VII of this chapter. Upon a transfer or assignment pursuant to Article VII, the Company shall be relieved from all liability from and after the date of such transfer.

13.3 Third Parties. Nothing contained in this franchise shall be construed to provide rights to third parties.

13.4 Conflict of Interest. The parties agree that no official, officer or employee of the City shall have any personal or beneficial interest whatsoever in the services or property described herein and the Company further agrees not to hire or contract for services any official, officer or employee of the City to the extent prohibited by law, including ordinances and regulations of the City.

13.5 Certificate of Public Convenience and Necessity. The City agrees to support the Company's application to the PUC to obtain a certificate of public convenience and necessity to exercise its rights and obligations under this franchise.

13.6 Authority. Each party represents and warrants that except as set forth below, it has taken all actions that are necessary or that are required by its ordinances, regulations, procedures, bylaws, or applicable law, to legally authorize the undersigned signatories to execute this franchise on behalf of the parties and to bind the parties to its terms. The persons executing this franchise on behalf of each of the parties warrant that they have full authorization to execute this franchise. The City acknowledges that notwithstanding the foregoing, the Company requires a certificate of public convenience and necessity from the PUC in order to operate under the terms of this franchise.

13.7 Severability. Should any one or more provisions of this franchise be determined to be unconstitutional, illegal, unenforceable or otherwise void, all other provisions nevertheless shall remain effective; provided, however, to the extent allowed by law, the parties shall forthwith enter into good faith negotiations and proceed with due diligence to draft one or more substitute provisions that will achieve the original intent of the parties hereunder.

13.8 Representatives. Both parties shall designate from time to time in writing representatives for the Company and the City who will be the persons to whom notices shall be sent regarding any action to be taken under this ordinance. Notice shall be in writing and forwarded by certified mail or hand delivery to the persons and addresses as hereinafter stated, unless the persons and addresses are changed at the written request of either party, delivered in person or by certified mail. Until any such change shall hereafter be made, notices shall be sent to the City Manager and to the Atmos Energy Manager of Public Affairs.

13.9 Parks and Open Space. The Company will offer to grant to the City use of transmission right-of-way which it now, or in the future, owns or has an interest in within the City for the purposes set forth in and pursuant to the provisions of the Park and Open Space Act of 1984, provided that the Company shall not be required to make such an offer in any circumstance where such offer would interfere with public safety or the Company's use of the transmission right-of-way. The Company's standard easement document shall be used. If the Company's offer is accepted by the City, then any improvements deemed appropriate by the City, approved by the Company, and consistent with the purpose of the Park and Open Space Act of 1984 shall be made by the City at its expense.

INTRODUCED, READ AND ORDERED PUBLISHED THE ___ DAY OF _____, 2016.

PASSED, ADOPTED AND APPROVED THIS ___ DAY OF _____, 2016.

THE CITY OF GREELEY, COLORADO

By: _____
Mayor

ATTEST:

_____
City Clerk

DATE OF FINAL PUBLICATION: _____, 20___.

ACCEPTED AND AGREED TO:

ATMOS ENERGY CORPORATION

By: _____
Gary W. Gregory
President (Colorado-Kansas Division)

City's Mailing Address and Phone Number:

_____

_____

_____

_____

_____

Council Agenda Summary

November 15, 2016
Agenda Item Number 17

Title
Pulled Consent Agenda Items

Council Agenda Summary

November 15, 2016
Agenda Item Number 18
Key Staff Contact: Joel Hemesath, Public Works Director, 350-9795

Title
Public hearing and final reading of an ordinance authorizing the transfer of City property in exchange for a water line easement and property access

Summary
Best-Way gravel pit, at the northwest corner of 35th Avenue and 4th Street ("the Property"), was purchased by the City of Greeley for the purposes of a regional storm water detention facility and a new Public Safety Training Facility.

During the planning/approval phase of the Public Safety Training Facility project, it was identified that the existing privacy fence along the western boundary of the Property should be replaced due to its dilapidated and unsightly condition. This review process was required to allow the Training Facility to be approved under a use by special review. Various alternatives were reviewed for the location of the new fence, with the final determination to place the new fence in the same location as the existing fence to allow resident to the west access to her private irrigation ditch and because given the gravel pit grading the fence would remain the Property's highest point and provide good screening of the City's uses of the Property. This left a 25 foot wide strip of land on the Property that the City would be required to maintain (adjacent to the Johnson Subdivision) even though it is outside (west) the fence.

During the design of a new waterline to serve the Training Facility, it was noted that an existing City waterline in "B" Street, within the Johnson Subdivision, needed to be extended to the east and into and across the Property to serve the Training Facility and connect to a waterline in 35th Avenue.

The eastern eighty (80) feet of "B" Street, within Johnson Subdivision, had been vacated prior to annexation into the City, to prohibit a future "B" Street connection to development within Best-Way Park that was being considered at that time. The vacation of this "B" Street ROW included provision for a utility easement across the vacated ROW area, with language stating the utility easement was in effect for existing utilities. This was interpreted by owners and the City Attorney's Office that to mean a new waterline could not be constructed within this vacated ROW.

Negotiations with the property owner on the north side of the vacated ROW of "B" Street, Daniel A. Delventhal, resulted in an agreement to pursue a land transfer of the portion of the 25 foot strip of land between the new fence and the Property to Dalventhal in exchange for an easement to construct the new waterline within that portion of the vacated "B" Street ROW. This allowed the City to construct the new waterline through the vacated 80 foot strip of ROW and connect to the existing waterline.

The owner of the south half of the vacated strip of "B" Street, TracySue Trentlage, demanded access to the 25 foot strip of land adjacent to her property to maintain access to a historic irrigation ditch. It was agreed to pursue a land transfer of this strip of land to her.

Transferring title to the this 25 foot strip of land to these adjacent property owners in Johnson Subdivision relieves the City of the maintenance responsibility as well as possible liability for strip of land that is a dead end and could constitute an attractive nuisance. The property owners plan to maintain and keep this strip in good repair.

An ordinance is needed to authorize the transfer of this City owned land to the adjacent property owners. This ordinance was introduced at the November 1, 2016 Council meeting.

Fiscal Impact

Does this item create a fiscal impact on the City of Greeley?	No
If yes, what is the initial or onetime impact?	NA
What is the annual impact?	None
What fund of the City will provide funding?	NA
What is the source of revenue within the fund?	NA
Is there grant funding for this item?	NA
If yes, does this grant require a match?	NA
Is this grant onetime or ongoing?	NA
Additional Comments:	

Legal Issues
The City Attorney's Office has reviewed this matter and has raised no issues.

Consideration of this matter is a legislative process which includes the following public hearing steps:

1) City staff presentation (if requested)
2) Council questions of staff
3) Public input (hearing opened, testimony - up to three minutes per person, hearing closed)
4) Council discussion
5) Council decision

Other Issues and Considerations
As a part of the subdivision of the Property, the plat (Best-Way Park Minor Subdivision Plat – 1st Replat) will show these parcels as held by these two property owners.

Applicable Council Goal or Objective
Image: Healthy Neighborhoods
Infrastructure: Public Facilities

Decision Options

1. Adopt the ordinance as presented; or
1. Amend the ordinance and introduce as amended; or
2. Deny the ordinance; or
3. Continue consideration of the ordinance to a date certain.

Council's Recommended Action

A motion to adopt the ordinance and publish with reference to title only.

Attachments

Ordinance
Best-Way Park Minor Subdivision Plat – 1st Replat
Site Exhibits

THE CITY OF GREELEY, COLORADO

ORDINANCE _____, 2016

AN ORDINANCE AUTHORIZING THE TRANSFER OF CITY PROPERTY IN EXCHANGE FOR A WATER LINE EASEMENT AND PROPERTY ACCESS

WHEREAS, Best-Way gravel pit, at the northwest corner of 35th Avenue and 4th Street ("the Property"), was purchased by the City of Greeley for the purposes of a regional storm water detention facility and a new Public Safety Training Facility (the "PSTF"); and

WHEREAS, during the planning/approval phase of the PSTF project, it was identified that the existing privacy fence along the western boundary of the Property should be replaced due to its dilapidated and unsightly condition; and

WHEREAS, the best alternative was determined to be to place the new fence in the same location as the existing fence which left a 25-foot wide strip of land on the Property that the City would be required to maintain even though it is located outside the new fence and would not be used by the City; and

WHEREAS, during the design of a new waterline to serve the PSTF, it was noted that an existing City waterline needed to be extended into and across the Property to connect to a waterline in 35th Avenue; and

WHEREAS, Daniel and Rachel Delventhal have agreed to grant the City an easement in the form of the attached Permanent Exclusive Water Line Easement to construct the new waterline on their property, and connect to the existing waterline, in exchange for the northern portion of the 25 foot strip of land between the new fence and the Property; and

WHEREAS, it was determined that the City should transfer the southern portion of the 25 foot strip of land between the new fence and the Property to Wade and Tracy Sue Trentlage to relieve the City of the maintenance responsibility and possible liability for that portion of the 25 foot strip of land; and

WHEREAS, the City Council has the authority to approve by ordinance the transfer of real property that is not being used for governmental purposes pursuant to C.R.S. §31-15-713(b).

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

Section 1. The Greeley City Council hereby finds and determines that the 25 foot strip of property described above is not being held or used for governmental purposes.

Section 2. The Greeley City Council authorizes the conveyance of the property, in accordance with the terms and conditions of the attached Quit Claim Deeds and authorizes the Mayor to execute the same.

Section 3. The Greeley City Council hereby ratifies all actions heretofore taken (not inconsistent with the provisions of this ordinance) by the officers, agents and employees of the City in connection with the actions described above.

Section 4. This ordinance shall take effect five (5) days after its final publication as provided by the City's Charter, Section 3-16.

PASSED AND ADOPTED, SIGNED AND APPROVED THIS ____ DAY OF

_____, 2016.

Attest:

_____ _____

City Clerk Mayor

Attachments:
Permanent Exclusive Water Line Easement with exhibit(s)
Quit Claim Deed from Greeley to Delventhal with exhibit(s)
Quit Claim Deed from Greeley to Trentlage with exhibit(s)

PERMANENT EXCLUSIVE WATER LINE EASEMENT

Daniel A. Delventhal and Rachel L. Delventhal, whose address is P.O. Box 33745, Greeley, Colorado 80633-0624 ("Grantors"), for consideration, the receipt and adequacy of which is hereby acknowledged, convey to the CITY OF GREELEY, COLORADO, a Colorado municipal corporation, whose address is 1000 10th Street, Greeley, Colorado 80631 ("Grantee"), its successors and assigns, a permanent exclusive water line easement ("Easement"). The Easement is described in Exhibit A, attached hereto and incorporated herein.

The Easement entitles Grantee, its successors and assigns, to install, lay, construct, relocate, change the size of, replace, repair, inspect, maintain, remove and operate an underground water pipeline and all appurtenances thereto. The Easement permits uses clearly incidental to those specified, including the right of ingress and egress over and across Grantor's adjoining property to the extent reasonably necessary to exercise and accomplish the specified uses. The Easement also entitles Grantee to remove trees and other obstructions from the Easement as necessary.

Grantors may make use of the surface overlying the Easement so long as such use does not interfere with Grantee's exercise of its rights. No permanent structures or detention ponds may be built within the Easement. Grantors may not install berms, fences or plantings that exceed three feet in height when mature in the Easement. Grantee is not liable to Grantors for damage to any improvements or fixtures installed by Grantors within the Easement.

EXECUTED by Grantors on this _____ day of _____, 2016.

_____
Daniel A. Delventhal

STATE OF COLORADO)
) ss.
COUNTY OF WELD)

Acknowledged before me on this _____ day of _____, 2016,

by _____.

WITNESS MY HAND AND MY SEAL.
MY COMMISSION EXPIRES _____

_____
(Notary Public)

_____
Rachel L. Delventhal

STATE OF COLORADO)
) ss.
COUNTY OF WELD)

Acknowledged before me on this _____ day of _____, 2016,

by _____.

WITNESS MY HAND AND MY SEAL.
MY COMMISSION EXPIRES _____

_____
(Notary Public)

EXHIBIT A

LEGAL DESCRIPTION

20 FOOT WATER LINE EASEMENT

A parcel of land located in Lot 15 of Johnson Subdivision First Addition, recorded in Reception Number 1540736 of the Records of Weld County, Colorado, and a " Resubdivision for the Vacation of Right of Way RS-1063" and recorded in Reception Number 3243860 of the records of Weld County, Colorado, more particularly described as follows:

Beginning at the Southeast corner of said Lot 15 as shown on said Resubdivision for the Vacation of Right of Way RS-1063; Thence N 80°43'00" W, a distance of 80.00', said point furthermore being a point on the centerline of existing B Street; thence N 09°12'16" E, a distance of 20.00'; Thence S80°43'00" E, a distance of 80.00' to a point on the East line of said Lot 15; Thence S 09°12'16" E, a distance of 20.00' to the Point of Beginning and containing 1600 Sq. Ft or 0.037 Acres more or less.

Prepared By:_____

Robert F. Muirheid, P.L.S.
Colo. P.L.S. Number 13225
For and on Behalf of:
City of Greeley
1001 9th Avenue
Greeley, Co. 80631

QUIT CLAIM DEED

This deed is a conveyance from the CITY OF GREELEY, COLORADO, a Colorado municipal corporation, whose address is 1000 10th Street, Greeley, Colorado 80631 ("Grantor") to Daniel A. Delventhal and Rachel L. Delventhal, whose address is P.O. Box 33745, Greeley, CO 80633-0624 ("Grantees").

Grantor, for consideration, the receipt and adequacy of which is hereby acknowledged, conveys to Grantees their successors and assigns forever, whatever right, title, interest, claim, and demand Grantor has in and to the real property, with all its appurtenances, described in Exhibit A and Exhibit B, attached hereto and incorporated herein.

EXECUTED by Grantor on this _____ day of _____, 2016.

THE CITY OF GREELEY, COLORADO

By:_____
Tom Norton, Mayor

ATTEST:

By: _____ (Seal)
Betsy Holder, City Clerk

EXHIBIT A

LEGAL DESCRIPTION

A TRACT OF LAND LOCATED IN THE NORTHEAST ¼ OF SECTION 2, TOWNSHIP 5 NORTH, RANGE 66 WEST OF THE 6TH P.M., CITY OF GREELEY, COUNTY OF WELD, STATE OF COLORADO MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARING: THE BASIS OF BEARING FOR THIS DESCRIPTION BEING THE NORTH-WESTERLY LINE OF BEST-WAY PARK MINOR SUBDIVISION BEING N 09°12'16" E, AS RECORDED UNDER RECEPTION NO.3687990 OF THE RECORDS OF SAID WELD COUNTY COLORADO, AND ALL OTHER BEARING CONTAINED HEREIN BEING RELATIVE THERETO.

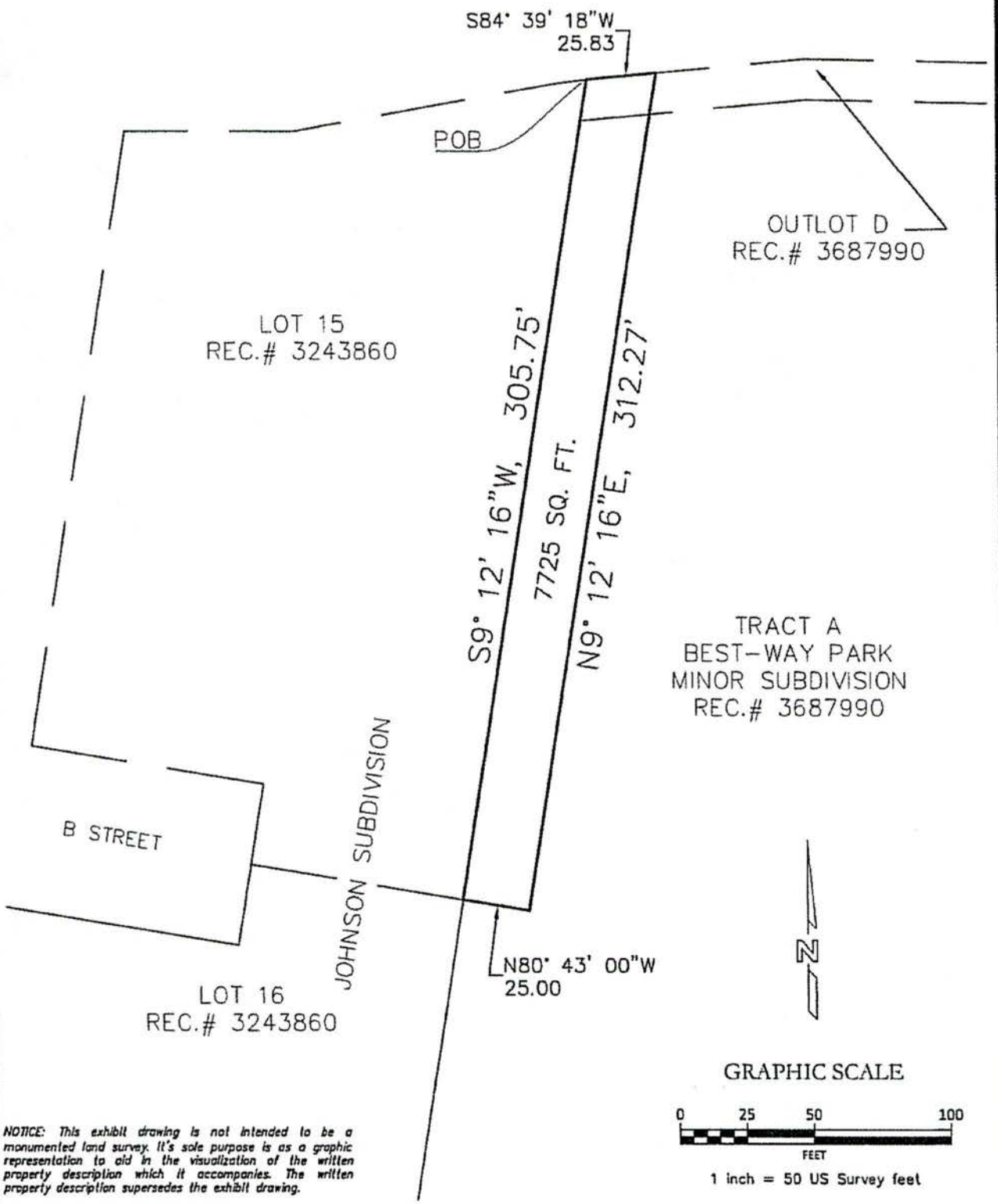
BEGINNING AT THE NORTHWEST CORNER OF THE BEST-WAY PARK MINOR SUBDIVISION AS RECORDED UNDER RECEPTION NO. 3687990 IN THE RECORDS OF SAID WELD COUNTY, SAID POINT FUTHERMORE BEING THE NORTHWEST CORNER OF OUTLOT D AND BEING ON THE WESTERLY LINE OF SAID OUTLOT D AND TRACT A OF SAID BEST-WAY MINOR SUBDIVISION; THENCE S 09°12'16" W ALONG THE WESTERLY LINES OF SAID OUTLOT D AND SAID TRACT A, A DISTANCE OF 305.75'; THENCE S 80°43'00" E, A DISTANCE OF 25.00'; THENCE N 09°12'16" E, A DISTANCE OF 312.27' TO A POINT OF THE NORTH LINE OF SAID OUTLOT D; THENCE ALONG THE NORTH LINE OF SAID OUTLOT D S 84°39'18" W, A DISTANCE OF 25.83' TO THE POINT OF BEGINNING AND CONTAINING 7725 SQUARE FEET MORE OR LESS.

COLORADO REGISTERED ROBERT F. MUIRHEID 13225 10-26-15 PROFESSIONAL LAND SURVEYOR

PREPARED BY: _____

Robert F. Muirheid, PLS
Co. PLS No. 13225
For and on behalf of the City of Greeley
1001 9th Ave.
Greeley, Co. 80631
970-350-9799

EXHIBIT B



NOTICE: This exhibit drawing is not intended to be a monumented land survey. It's sole purpose is as a graphic representation to aid in the visualization of the written property description which it accompanies. The written property description supersedes the exhibit drawing.

City of Greeley

Department of Public Works
Engineering Division
1001 9th Avenue
Greeley, CO 80631
PH: 970.336.4047 FAX: 970.336.4142

PROJECT NO: EXHIBIT B
DATE: 12-26-2015
CLIENT:
DWG NO:
DRAWN: BM CHECKED: BM

QUIT CLAIM DEED

This deed is a conveyance from the CITY OF GREELEY, COLORADO, a Colorado municipal corporation, whose address is 1000 10th Street, Greeley, Colorado 80631 ("Grantor") to Wade David Trentlage and TracySue Trentlage, whose address is 3914 B Street, Greeley, CO 80634 ("Grantees").

Grantor, for consideration, the receipt and adequacy of which is hereby acknowledged, conveys to Grantees their successors and assigns forever, whatever right, title, interest, claim, and demand Grantor has in and to the real property, with all its appurtenances, described in Exhibit A and Exhibit B, attached hereto and incorporated herein.

EXECUTED by Grantor on this _____ day of _____, 2016.

THE CITY OF GREELEY, COLORADO

By:_____
Tom Norton, Mayor

ATTEST:

By: _____ (Seal)
Betsy Holder, City Clerk

EXHIBIT

CITY of Greeley to LARSON

A parcel of land located in Track A of "BEST-WAY PARK MINOR SUBDIVISION PLAT " located in the Northeast ¼ of Section 2, Township 5 North, Range 66 West of the 6th P.M., City of Greeley, Weld County, Colorado as recorded in Reception Number 3687990 of the records of said Weld County, more particularly described as Follows;

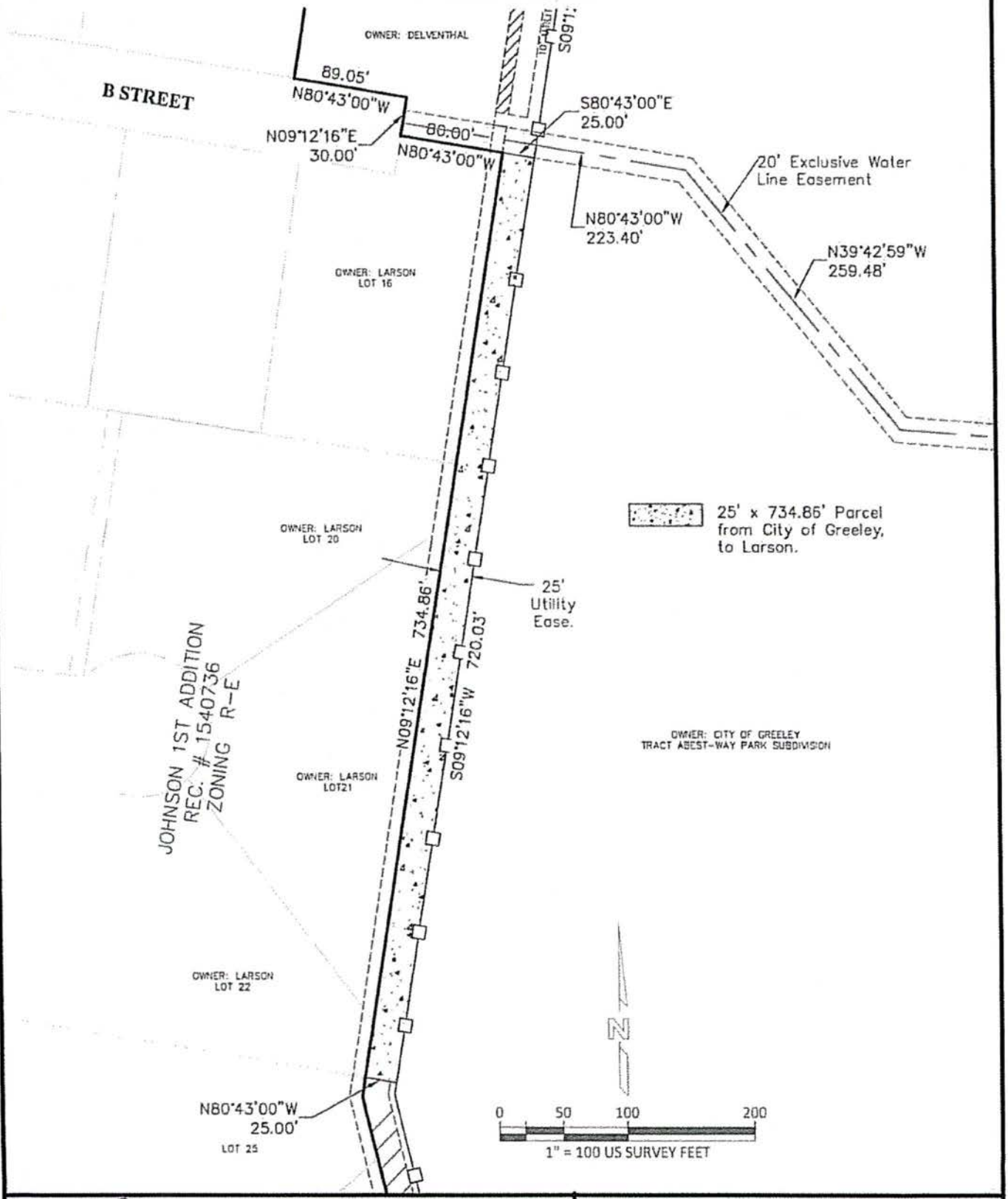
Beginning at the Northwest corner of Lot 16 of "RESUBDIVISION FOR THE VACATION OF RIGHT OF WAY RS-1063" as recorded in Reception Number 3243860 of the records of said Weld County, said point furthermore being a point on the Westerly line of Tract A of said 'BEST-WAY PARK MINOR SUBDIVISION PLAT", Thence S 80°43'00" E, s distance of 25.00', Thence S 09°12'16" W, a distance of 720.03', Thence N 80°43'00" W, a distance of 25.00' to the Southeast corner of Lot 22 of "JOHNSON 1st ADDITION" as recorded in Reception Number 1540736 of the records of said Weld County, said point also being a point on the Westerly line of said "BEST-WAY PARK MINOR SUBDIVISION PLAT"; Thence along said Westerly line N 09°12'16" E, a distance of 734.86' to the Point of Beginning and containing 18000 Sq. Feet or 0.413 Acres more or less.

Prepared By:_____

Robert F. Muirheid, P.L.S.
Colo. PLS Number 13225

For and on Behalf of:
City of Greeley
1001 9th Avenue
Greeley Colorado 80631
970.350.9799

EXHIBIT
CITY of GREELEY TO LARSON



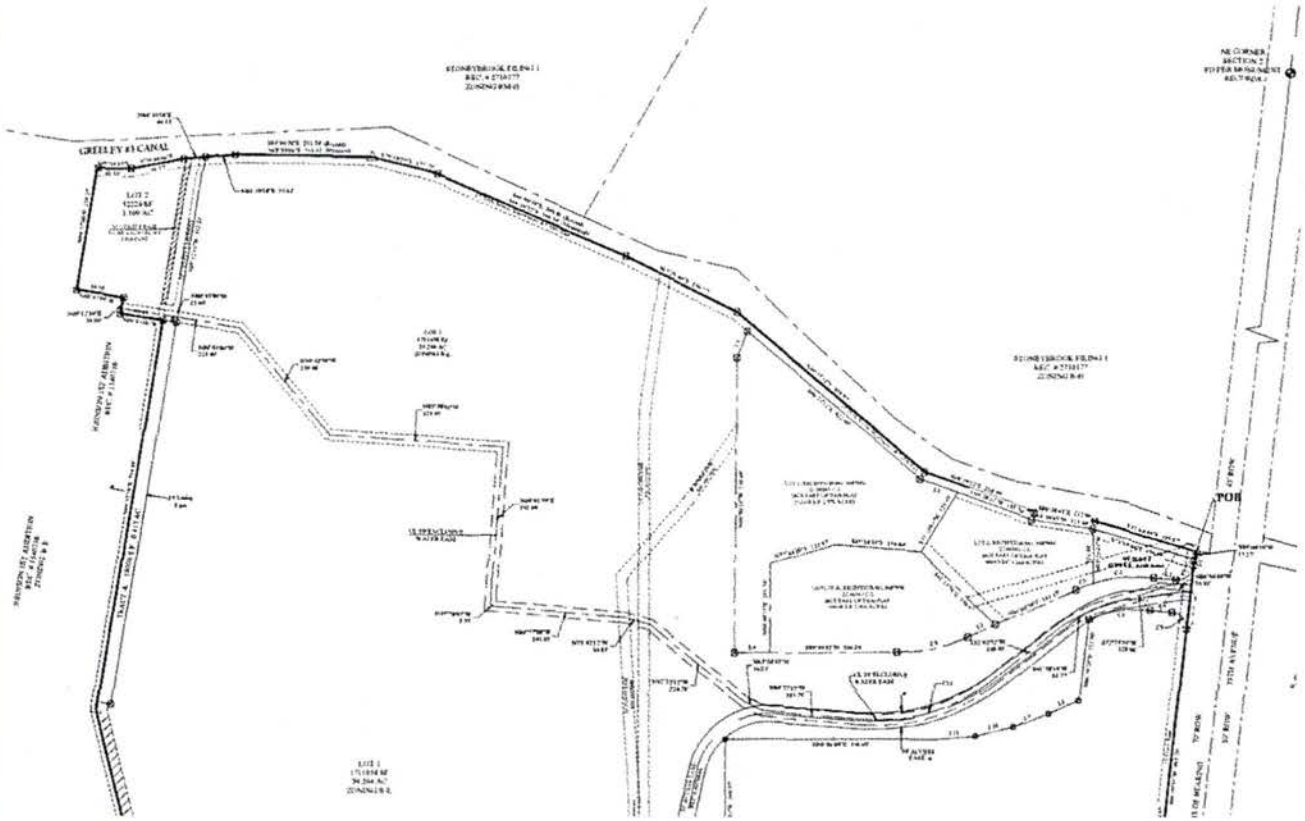
City of Greeley Colorado — Great. From the Ground Up.	**PUBLIC WORKS DEPARTMENT** DIVISION OF ENGINEERING 1001 NINTH AVENUE GREELEY, COLORADO 80631	PROJECT: Larson Property Exchanges with City of Greeley DATE: Oct. 21,2016 DRAWN: CHECKED BY:

BEST-WAY PARK MINOR SUBDIVISION PLAT 1st REPLAT

A REPLAT OF TRACT A and OUTLOT B,C,D and E of BEST WAY PARK MINOR SUBDIVISION PLAT 4

LOT 13 RESUBDIVISION for VACATION OF RIGHT-OF-WAY RS-1003, A REPLAT OF Subjects SUBDIVISION FIRST ADDITION

LOCATED IN THE NORTHEAST ¼ OF SECTION 2, TOWNSHIP 3 NORTH RANGE 66 WEST OF THE 6th P.M., CITY OF GREELEY, WELD COUNTY, COLORADO



LEGEND

- Aliquot Corner
- Set #4 x 24" Rebar with Orange Plastic Cap PLS 13235
- Found #5 Rebar with Plastic Cap PLS 14193
- Found #5 Rebar with 2" Aluminum Cap PLS 34193
- Found #5 Rebar with Plastic Cap Illegible
- Easement Line
- (M) Field Measured
- (R) Recorded
- 20' Access & Utility Easement

N

0 50 100 200

Parcel Line Table

Line #	Length	Direction
L13	50.42	N67°18'11.03"W
L14	34.97	S88°19'41.03"W
L15	151.03	S86°29'10.95"E

Drawing Date: 9/12/14			
Drawing File Name:			
Full Path:			
Horiz. Scale:	Vert. Scale:		
Unit Information	Unit Leader		
Drawn by:	Checked by:		

Greeley

PUBLIC WORKS DEPARTMENT
DIVISION OF ENGINEERING
1001 NINTH AVENUE
GREELEY, COLORADO 80631

BEST-WAY PARK MINOR SUBDIVISION PLAT 1ST REPLAT

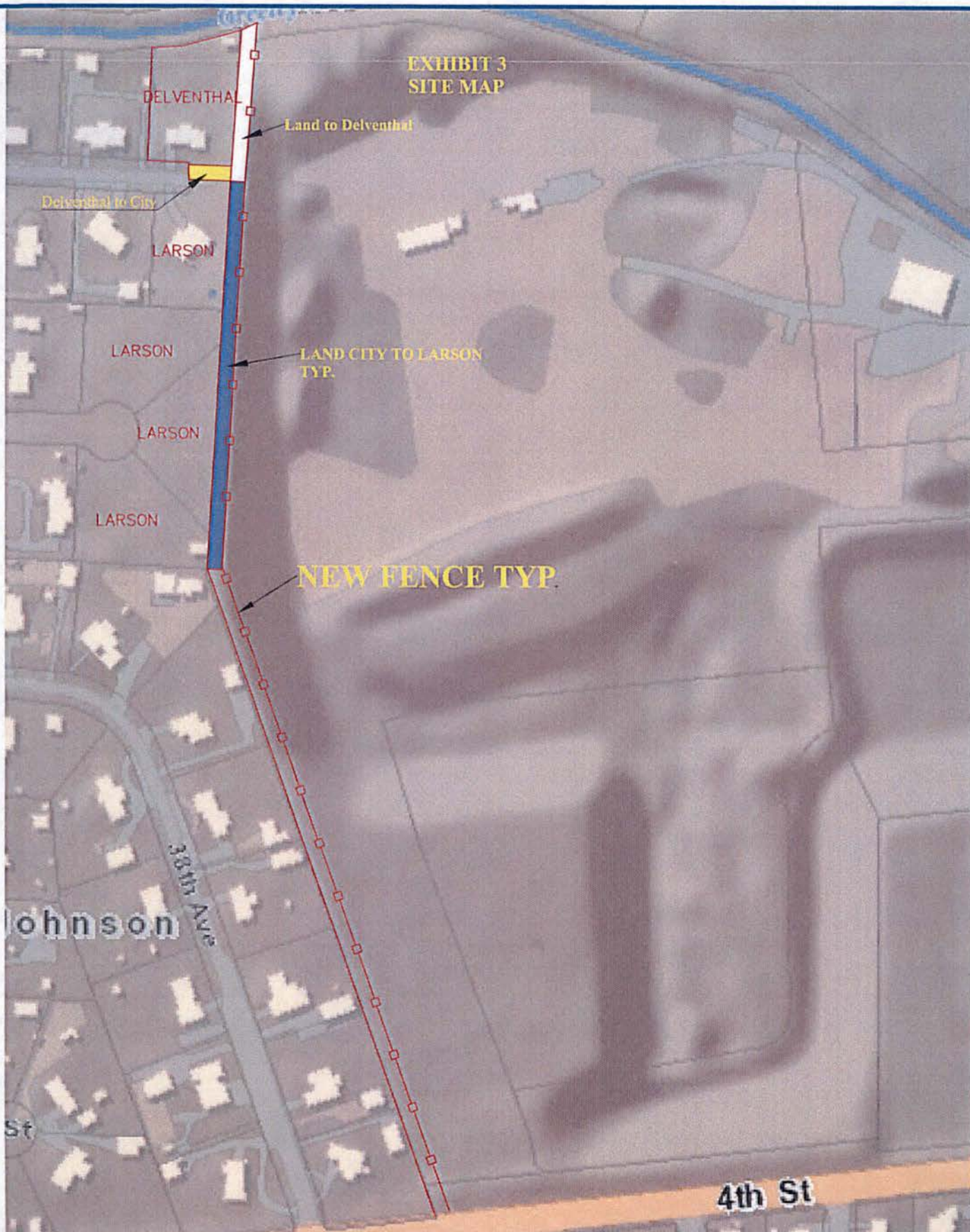
Sheet Revisions

Date	Comments	Init
06/23/2014	REV. per CITY COMMENTS	
07/29/2014	REV. per CITY COMMENTS	
8/26/2014	ADDED ALL CITY PROPERTIES	

WELD COUNTY COLORADO

SECTION 2
TOWNSHIP 3 NORTH
RANGE 66 WEST OF 6TH P.M.

SHEETS 3 / 3



PUBLIC WORKS DEPARTMENT
DIVISION OF ENGINEERING
1001 NINTH AVENUE
GREELEY, COLORADO 80631

PROJECT: Larson Property Exchanges with City of Greeley
DATE: Oct. 21,2016
DRAWN:
CHECKED BY:

Council Agenda Summary

November 15, 2016
Agenda Item Number 19
Key Staff Contact: Betsy Holder, City Clerk, 350-9742

Title
Appointment to Greeley Housing Authority

Summary
On February 1, 2000, City Council adopted a resolution authorizing that the local housing authority shall be composed of seven commissioners appointed by the Mayor pursuant to the newly enacted Sections of C.R.S. 29-4-205. Two of the commissioners shall be recommended by the Board of County Commissioners of Weld County for appointment by the Mayor. Not more than one commission shall be an official of the City of Greeley.

Fiscal Impact
None.

Legal Issues
None.

Other Issues and Considerations
None.

Applicable Council Goal or Objective
Infrastructure & Growth – Establish the capital & human infrastructure to support & maintain a safe, competitive, appealing, and dynamic community.

Decision Options
1) Approve the appointment of Havilah Lilly; or
2) Deny the appointment.

Council's Recommended Action
A motion to approve the appointment of Havilah Lilly to the Greeley Housing Authority.

Attachments
- Letter from Board of County Commissioners
- Resolution

OFFICE OF BOARD OF COMMISSIONERS
PHONE: 970-336-7204
FAX: 970-352-0242
1150 O STREET
P.O. BOX 758
GREELEY, COLORADO 80632

September 14, 2016

The Honorable Tom Norton
Mayor of Greeley
1000 10th Street
Greeley, Colorado 80631

RE: Housing Authority of City of Greeley

Dear Mayor Norton:

In accordance with the City of Greeley resolution dated February 1, 2000, regarding membership of the Greeley Housing Authority, the Board of Commissioners passed a resolution recommending the appointment of Havilah Lilly.

We are enclosing a copy of our resolution stating we recommend appointment. Please advise our office of your decision.

Sincerely,

BOARD OF COUNTY COMMISSIONERS

Mike Freeman

Mike Freeman, Chair

C: Tom Teixeira
Havilah Lilly

RESOLUTION

RE: APPROVE RECOMMENDATION TO APPOINT HAVILAH LILLY TO GREELEY HOUSING AUTHORITY BOARD

WHEREAS, the Board of County Commissioners of Weld County, Colorado, pursuant to Colorado statute and the Weld County Home Rule Charter, is vested with the authority of administering the affairs of Weld County, Colorado, and

WHEREAS, a vacancy currently exists on the Greeley Housing Authority Board, and

WHEREAS, the Weld County Board of Commissioners recommends to the Mayor of the City of Greeley that Havilah Lilly be appointed to said board as a commissioner, to replace Ricardo Garza, with a term to expire September 30, 2020.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Weld County, Colorado, that Havilah Lilly be, and hereby is, recommended for appointment to the Greeley Housing Authority Board, with a term to expire September 30, 2020.

The above and foregoing Resolution was, on motion duly made and seconded, adopted by the following vote on the 31st day of August, A.D., 2016.

BOARD OF COUNTY COMMISSIONERS
WELD COUNTY, COLORADO

ATTEST: Esther E. Gesick
Weld County Clerk to the Board

EXCUSED
Mike Freeman, Chair

EXCUSED
Sean P. Conway, Pro-Tem

BY: Chloe A. Rempel
Deputy Clerk to the Board

Julie A. Cozad
Julie A. Cozad, Acting Chair Pro-Tem

APPROVED AS TO FORM:

Barbara Kirkmeyer
Barbara Kirkmeyer

County Attorney

Steve Moreno
Steve Moreno

Date of signature: 9/28/16

cc: CTB (KF)
10/5/16

2016-2782
HA0031

Council Agenda Summary

November 15, 2016
Agenda Item Number 20
Key Staff Contact: Betsy Holder, City Clerk, 350-9742

Title
Appointment of applicants to the Citizen's Transportation Advisory Board, Construction Trades Advisory and Appeals Board, Greeley Art Commission, Judicial Review Board, Museum Board, Rodarte Community Center Advisory Board, and Stormwater Board

Summary
Council appointment is needed to the above-mentioned boards and commissions due to vacancies and term expirations. Staff continues to actively recruit to fill all vacant positions.

Fiscal Impact
None.

Legal Issues
The City Attorney's Office reviewed the applications and the attached memorandum addresses potential conflicts of interest.

It should be noted that there is a possibility that the applicants currently serve as a volunteer on a board or commission besides the one they are applying to. It is also important to point out to the applicants that there are always potential conflicts that exist with business and investments, current jobs or relatives and family members coming before the Board or Commission.

Should such conflicts arise, the Board or Commission member simply excuses themselves from that particular item but such a potential conflict does not preclude anyone from serving on a Board or Commission in general, just that particular agenda item.

Other Issues and Considerations
Not applicable.

Applicable Council Goal or Objective
Infrastructure & Growth – Establish the capital & human infrastructure to support & maintain a safe, competitive, appealing, and dynamic community.

Decision Options
1) Appoint or reappoint the individuals to serve on applicable board or commission; or
2) Direct staff to re-advertise applicable vacancy.

Council's Recommended Action
No motion is necessary. The City Council's Policies and Protocol authorize appointment of Board and Commission members by written ballot, which can be used in lieu of a motion or

voice vote for individual or multiple appointments. This policy was adopted by Council as a time-savings measure. Accordingly, a ballot is attached for Council's use in making appointments. Candidates receiving a majority vote (at least 4 votes) are appointed with no further action needed by Council.

Attachments

- Boards and Commissions Transmittal
- Ballots

Boards & Commissions Transmittal

November 3, 2016
Key Staff Contact: Betsy Holder, City Clerk, 350-9742

Interview Date	Council Interview Team	Council Appointment Date
November 8, 2016	Councilmembers Casseday & Elder	November 15, 2016

Boards and Commissions Being Interviewed and Number of Vacancies

- **Citizen's Transportation Advisory Board** (2 vacancies; 1 applicant)
- **Greeley Art Commission** (3 vacancies; 1 applicant and 3 re-applicants)
- **Judicial Review Board** (1 vacancy; 1 applicant)
- **Museum Board** (1 vacancy; 2 applicants)
- **Rodarte Community Center Advisory Board** (1 vacancy; 1 applicant)
- **Stormwater Board** (1 vacancy; 1 applicant)
- There are two applicants that are willing to fill any vacancy that Council needs. Other vacancies currently include (possible membership requirements attached):
    - **Commission on Disabilities** (5 vacancies)
    - **Construction Trades Advisory and Appeals Board** (4 vacancies)
    - **Human Relations Commission** (1 vacancy)
    - **Youth Commission** (1 adult position needed)

Council's Recruitment and Qualifications Policy

General recruitment efforts shall be made with special measures being taken to balance ward representation and attract minority and special population applicants. Generally, volunteers will be limited to serving on one board or commission at a time. (14.2. (c)(2) City Council, Policies and Protocol)

Demographic information of existing board members and any specialty requirements are contained within the attached Membership Rosters.

Legal Issues

The City Attorney's Office reviewed the applications and the attached memorandum addresses potential conflicts of interest.

It should be noted that there is a possibility that the applicants currently serve as a volunteer on a board or commission besides the one they are applying to. It is also important to point out to the applicants that there are always potential conflicts that exist with business and investments, current jobs or relatives and family members coming before the Board or Commission.

Should such conflicts arise, the Board or Commission member simply excuses themselves from that particular item but such a potential conflict does not preclude anyone from serving on a Board or Commission in general, just that particular agenda item.

Applicable Council Goal or Objective

Infrastructure & Growth – Establish the capital & human infrastructure to support & maintain a safe, competitive, appealing, and dynamic community.

Decision Options

1) Recommend candidates for appointment; or
2) Direct staff to re-advertise applicable vacancy.

Attachments

1. Interview Schedule
2. Conflict Memorandum from City Attorney's Office
3. Membership Roster
4. Greeley Art Commission Attendance Record
5. Applications

Transmittal reviewed by:

Victoria Runkle, Assistant City Manager
Betsy Holder, City Clerk

City of Greeley
Boards & Commissions
Appointment Ballot
November 15, 2016

Applicants for the boards and/or commission listed below are in alphabetical order and recommendations from the interviewing team of Councilmembers are shown in bold.

********** BALLOT **********

Citizen's Transportation Advisory Board
2 Vacancies
____ **ROTELLA, LOU**
____ (Recruit for additional applicants)

Construction Trades Advisory & Appeals Board
4 Vacancies
____ **SEDAGHAT, AHMAN**
____ (Recruit for additional applicants)

Museum Board
1 Vacancy
____ **NOFFSINGER, PAUL**
____ Rojas, Sebastian
____ (Recruit for additional applicants)

Rodarte Board
1 Vacancy
____ **BUTLER, KATIE**
____ (Recruit for additional applicants)

Judicial Review Board
1 Vacancy
____ **MILNE, LESLIE**
____ (Recruit for additional applicants)

Stormwater Board
1 Vacancy
____ Rotella, Lou
____ **(Recruit for additional applicants)**

Greeley Art Commission
3 Vacancies
____ **ROGERS, ED**
____ **KELLEY, MICHAEL**
____ **LLAFET, SHIRLEY**
____ Warren, Steve
____ (Recruit for additional applicants)

Council Agenda Summary

November 15, 2016
Agenda Item Number 21

Title
Scheduling of Meetings, Other Events

Summary
During this portion of the meeting the City Manager or City Council may review the attached Council Calendar or Worksession Schedule regarding any upcoming meetings or events.

Attachments
Council Meetings/Other Events November/December 2016 Calendar
Council Meeting/Worksession Schedule

November 2016 - December 2016

November 2016

Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

December 2016

Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Nov 13	14	15 7:30am Visit Greeley (Finn) 11:30am Profiles 2016: Making Your Wish (University of Northern Colorado, University 6:30pm City Council Meeting (1025 9th Ave)	16 7:30am United Way of Weld County - Annual Community Leaders 2:00pm Water & Sewer Board (Norton) (School 3:30pm Water Budget Open House (Island Grove	17 7:30am DDA (Elder/Casseday) 3:30pm Airport Authority (Elder/Finn) 4:00pm 115 Years Celebration - Great Western Railway of	18	19
20	21	22 5:00pm City Council Worksession (1025 9th Ave)	23	24	25	26 5:30pm Greeley Lights the Nights Holiday Parade (More Info to Come Later) - Council Master Calendar
27	28 11:30am Greeley Chamber of Commerce (Gates) 6:30pm Youth Commission (Sleight)	29	30 7:00am Upstate Colorado Economic Development (Norton/Finn)	Dec 1 7:00am Poudre River Trail (Finn) 3:30pm IG Adv. Board (Gates) 6:00pm MPO (Norton; Casseday)	2	3
4	5	6 9:00am COGCC Local Government Designee Program Training 6:30pm City Council Meeting (1025 9th Ave)	7	8 9:00am COGCC / LGD training (Colorado Oil Gas Conservation Commission, Local Government Designee) (Greeley Recreation Center, 651 10th Avenue,	9	10
11	12	13 5:00pm City Council Worksession (1025 9th Ave)	14	15 7:30am DDA (Elder/Casseday) 11:30am Employee Holiday Luncheon (UNC (more details coming)) - Council 3:30pm Airport Authority (Elder/Finn)	16	17 10:00am Wreaths Across America Proclamation Presentation (Linn Grove Cemetary) - Council Master Calendar

City Council Meeting Schedule

Date	Description	Staff Contact	
November 22, 2016 Worksession	Public Safety Call Screening and Alternative Response	Dale Lyman	0.50
	Council Compensation	Sharon McCabe	0.50
	Monthly Financial Report	Victoria Runkle	0.50
December 6, 2016 Regular Meeting	Human Rights Day Proclamation	Betsy Holder	Recognitions
	Resolution-Establishment and Certification of the DDA Tax Levy	Victoria Runkle	Consent
	Resolution-Approving 2017 DDA Budget	Victoria Runkle	Consent
	Resolution-Re-Appointment of Assistant Judges	Betsy Holder	Consent
	Resolution-Grant Agreement w/ the State of Colorado	Jerry Garner	Consent
	Ordinance-Intro-Triennial Reviews	Betsy Holder	Consent
	Ordinance-Intro of Final Supplemental Appropriation Ordinance	Victoria Runkle	Consent
	Ordinance-Intro-Business License Revisions	Victoria Runkle	Consent
	Ordinance-Final-Atmos Franchise Renewal	Doug Marek	Regular
December 13, 2016 Worksession	Police Body-Worn Cameras	Jerry Garner	0.50
	Ambulance Transport Discussion	Dale Lyman	0.50
	Special Systems & Hazardous Inspection Program	Dale Lyman	0.50
	ROW Maintenance Practices	Andy McRoberts	0.50
December 20, 2016 Regular Meeting	Resolution-IGA with CDOT for FTA Section 5339 Grant Agreement	Joel Hemesath	Consent
	Ordinance-Final-Triennial Reviews	Betsy Holder	Regular
	Ordinance-Final-Final Supplemental Appropriation Ordinance	Victoria Runkle	Regular
	Ordinance-Final-Business License Revisions	Victoria Runkle	Regular
	Board and Commission Appointments	Betsy Holder	Regular
December 27, 2016 Worksession	Monthly Financial Report	Victoria Runkle	0.50
January 3, 2017 Regular Meeting			
January 10, 2017 Worksession	Long Range Captial Projects	Victoria Runkle	0.50
January 17, 2017 Regular Meeting			
	Board and Commission Appointments	Betsy Holder	Regular
January 24, 2017 Worksession	Monthly Financial Report	Victoria Runkle	0.50
February 7, 2017 Regular Meeting			
February 14, 2017 Worksession	Year-End CIP Report	Joel Hemesath	0.50
February 21, 2017 Regular Meeting			
February 28, 2017 Worksession			
March 7, 2017 Regular Meeting			
March 14, 2017 Worksession			
March 21, 2017 Regular Meeting			
	Board and Commission Appointments	Betsy Holder	Regular
March 28, 2017 Worksession			
April 4, 2017 Regular Meeting			
April 11, 2017 Worksession			
April 18, 2017 Regular Meeting			
	Board and Commission Appointments	Betsy Holder	Regular
To be scheduled:	Sign Code review/changes		
	CDOT Grant Acceptance for Sheep Draw Trail		
	Update on Comcast Customer Service-February 2017		

Council Agenda Summary

November 15, 2016
Agenda Item Number 22

Title
Consideration of a motion authorizing the City Attorney to prepare any required resolutions, agreements, and ordinances to reflect action taken by the City Council at this meeting and at any previous meetings, and authorizing the Mayor and City Clerk to sign all such resolutions, agreements and ordinances

Council's Recommended Action
A motion to approve the above authorizations.

Council Agenda Summary

November 15, 2016
Agenda Item Number 23

Title
Adjournment

Council's Recommended Action
If there is no further business, the presiding officer declares the meeting adjourned.