



**MEETING DATE:** March 24, 2014

**TO:** Members of City Council  
**FROM:** City Council President Keith King  
**SUBJECT: WORK SESSION AGENDA**

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The Work Session meeting of the City Council of Colorado Springs is scheduled to commence on Monday, March 24, 2014, at 1:00 p.m. at City Hall, 107 N. Nevada Avenue, in Council Chambers.

- 1. CALL TO ORDER**
- 2. CHANGES TO THE WORK SESSION AGENDA**
- 3. REGULAR MEETING COMMENTS**
- 4. MARCH 10, 2013 WORK SESSION MINUTES**
- 5. EXECUTIVE SESSION**

A. Closed Executive

In accord with City Charter art. III, § 3-60(d) and its incorporated Colorado Open Meetings Act, C.R.S. § 24-6-402(4)(b) and (e), the City Council, in Open Session, is to determine whether it will hold a Closed Executive Session. The issues to be discussed involve: (1) legal advice and negotiation consultation with the City Attorney regarding a franchise matter, (2) legal advice and negotiation consultation with the City Attorney regarding an insurance matter, (3) legal advice negotiation consultation with the City Attorney regarding a bankruptcy matter.

The President of Council shall poll the City Councilmembers, and, upon consent of two-thirds of the members present, may hold a Closed Executive Session. If consent to the Closed Executive Session is not given, the item may be discussed in Open Session or withdrawn from consideration.

**THESE ITEMS WILL BE TAKEN UP NO EARLIER THAN 2:30P.M.**

**6. STAFF AND APPOINTEE REPORTS**

- A. Agenda Planner Review – Eileen Gonzalez, Council Administrator
- B. Memorial Health System Enterprise Update – Kara Skinner, Chief Financial Officer

**7. PRESENTATIONS FOR GENERAL INFORMATION**

- A. Academy Boulevard Corridor Annual Progress Report – Peter Wysocki, Planning & Development Director and Carl Schueler, Planning Manager – Comprehensive Planner
- B. Council Budget Committee Summary Report – Councilmember Knight
- C. Stormwater Task Force Update on Governance, Recommendations – Dave Munger, Interim Chair, Stormwater Task Force
- D. City for Champions Project Update – Bob Cope, Principal Analyst

**8. ITEMS FOR INTRODUCTION**

- A. Olympia Delegate Visit for Sister Cities Program – Julie Smith, Senior Public Communications Specialist; Dan Hannaway, President, Colorado Springs Sister Cities International and Councilmember Gaebler
- B. A Resolution Acknowledging a Land Donation of a 1.65 Acre Parcel Near Cowpoke Road from David D. Jenkins to the City of Colorado Springs – Dave Lethbridge, Public Works Director and Timothy Mitros, Subdivision Engineering Review Manager
- C. A Resolution Approving and Authorizing an Intergovernmental Agreement Between The City of Colorado Springs and the Colorado Department of Public Safety Division of Homeland Security and Emergency Management for the NRCS Flood Exigent Grant Project NRCS-EWP 14NRC14CS - Dave Lethbridge, Public Works Director and Timothy Mitros, Subdivision Engineering Review Manager

**9. ITEMS UNDER STUDY**

- A. City for Champions Resolution and Milestone Report – Council President Keith King

**10. COUNCILMEMBER REPORTS AND OPEN DISCUSSION**

**11. ADJOURN**

CITY COUNCIL WORK SESSION MEETING  
CITY OF COLORADO SPRINGS  
MARCH 10, 2014

1. **CALL TO ORDER**

City Clerk Johnson called the roll. Eight Councilmembers were present; Councilmember Martin was excused.

2. **CHANGES TO THE AGENDA**

Council Administrator Gonzalez stated there is a request to postpone for two weeks the Work Session Agenda Item 7-D: City Council Engagement Program, Boards and Commissions. Consensus of Council approved.

3. **REGULAR MEETING COMMENTS FOR MARCH 11, 2014**

Peter Wysocki, Planning and Development Director, stated that for the Public Hearing on Item 14, Whistling Pines West indoor shooting range, the developer and two separate appellants requested postponement from the March 11<sup>th</sup> Public Hearing date to April 8<sup>th</sup>. This will be at Council's discretion to approve.

4. **REVIEW OF FEBRUARY 24, 2014 WORK SESSION MINUTES**

There were no comments.

5. **EXECUTIVE SESSION**

No Executive Session was requested.

6. **STAFF AND APPOINTEE REPORTS**

A. Agenda Planner Review

Ms. Gonzalez provided an overview of upcoming Council Agenda items. On March 24<sup>th</sup>, there will be an Introduction of the Ancient Greece Sister City partnership activities and upcoming delegate visit. The delegate visit will be scheduled on April 8<sup>th</sup> under Recognition.

Councilmember Knight asked for clarification on whether an Ordinance proposed and discussed at a Utilities Board meeting should be brought to Council first for review at a Work Session then presented for action at the following Regular Session. President King stated he did not think it needed to be presented at a March 24<sup>th</sup> Work Session after having been reviewed at the Utilities Board meeting, therefore the item could be added under "Utilities Business" on the March 25<sup>th</sup> agenda.

Councilmember Miller asked about the April 8<sup>th</sup>, Consent Calendar item, City of Colorado Springs Drainage Criteria Manual, Volume 1. He and Councilmember Knight requested an update at the Work Session on the status of Volume 2, which they understood was being held up at the State level. Deputy Chief of Staff Waters responded they will have to get back to the Councilmembers on that information.

B. *City for Champions* Project Update

Bob Cope, Senior Business Climate Specialist, reported on the governance for *City for Champions* that includes a very public, collaborative process led by County Commissioner Amy Lathen and Councilmember Merv Bennett. He noted current recommendations that the Regional Tourism Act Advisory Board co-chairs will be Mayor Bach, Council President King, and County Commissioner Dennis Hisey. He reported on current deadline dates, the master planning process, and announced the schedule for the monthly public meetings will be held in collaboration with the City, El Paso County, and the project partners scheduled for the third Tuesday of every month, the next of which is March 18<sup>th</sup>, from 4:00 – 6:00 p.m. at the Pikes Peak Regional Building Department.

Councilmember Miller requested Council receive a copy of the letters of intent and milestone report when it is finalized; as well as, he requested updated information showing the numbers behind the increased projections. Mr. Cope stated he will provide that information once he receives it.

President King and Councilmember Knight asked about the status of the draft Resolution expected to be received over the course of the past 10 days. Mr. Cope responded that this is in the hands of the City and County Attorneys and he will have to get back to Council with that answer.

Councilmember Pico noted the Museum was hiring staff and asked how that was being funded. Mr. Cope responded it was his understanding Mr. Celeste had successfully raised funds from philanthropic organizations for the project and it was from these funds that the administrative and due diligence costs were being paid.

7. **PRESENTATIONS FOR GENERAL INFORMATION**

A. South Academy Economic Opportunity Zone Action Plan

Councilmember Bennett introduced Solutions Team members Fred Vietch, Lead, and Tiffany Colvert, Chair, who gave a presentation on the background, existing conditions, specific areas focused for initial improvement, enhanced design elements and infrastructure needs.

B. North Nevada Economic Opportunity Zone Findings & Recommendations

Councilmember Knight acknowledged the excellent work being performed by the Solutions Team on the North Nevada project. Mr. Vietch provided an update on

progress for the area and was encouraged by the massive expansion currently underway at UCCS that affords great opportunities for plans going forward.

C. Fire Department Briefing on Ambulance Contract

Fire Chief Riley described the basis for the Ground Emergency Ambulance Service contract, commitments to continue collaboration with El Paso County and expressed encouragement for the improved and expanded response area.

Deputy Chief Colas walked through details of the presentation and responded to Councilmembers' questions. He acknowledged that the contract includes an annual 5% rate increase for patients based on annual Consumer Price increases.

D. See action taken earlier in the meeting.

**8. ITEMS FOR INTRODUCTION**

A. An Ordinance Pertaining to a Sales or Use Tax Exemption within a Commercial Aeronautical Zone

Dan Gallagher, Aviation Director, introduced Tom Bennings, Senior Partner with Summit Economics, who provided a presentation based on the research for the proposed Commercial Aeronautical Zone ("CAZ") at the Colorado Springs Airport concluding the proposal appears fiscally neutral to the General Fund with potential diversification for the economy and enhanced airport revenues.

Dr. Christopher Thornton, Chair, and Andi Diancur, Vice Chair, of the Airport Advisory Commission, stated the Commission has been fully briefed and are in full support of the Ordinance.

Richard Janitell, Chairman of Westside Operators, described the organization that was established in 1998 with the purpose of unifying the diverse activities at the airport and to attract more businesses.

Additional individuals who spoke in support of the Commercial Aviation Zone included: Tony Porterfield, President & CEO of GTG International Inc. and Rampart Aviation, LLC; Britt Ham, President & COO with Trine Aerospace & Defense; and, Andy Merritt from Regional Business Alliance.

B. A Resolution supporting a Local Government Grant Application to Great Outdoors Colorado for the Colorado Springs Fitness Zone Park Development Project.

Karen Palus, Parks, Recreation and Cultural Services Director, announced the National Recreation Park Association has teamed up with Macy's Corporation to raise awareness and support for community parks. Between March 7<sup>th</sup> and March 31<sup>st</sup>, you may donate to "Heart your Park" when shopping at Macy's. Of the 550

parks across the nation selected for the program, Garden of the Gods is the park locally chosen. Macy's has guaranteed to match up to \$250,000 in donations.

Jeff Webb, Parks' Grants Coordinator, described the opportunity that Parks, Recreation and Cultural Services Department has, in partnership with the Trust for Public Land ("TPL"), to pursue a grant through the Great Outdoors Colorado ("GOCO") to develop two new outdoor "fitness zone parks" in the parks adjacent to Deerfield and Meadows community centers.

Councilmembers Bennett and Gaebler expressed appreciation for the pursuit of healthful, active opportunities for the community.

Councilmember Knight asked about why this project is being given consideration ahead of others on the list of requests for development and improvements. Ms. Palus responded that this was an opportunity that came up about a year and a half ago and came to fruition with TPL funding and the GOCO grant. She stated you take these opportunities when there's private funding and an opportunity to receive a match grant.

Councilmember Knight expressed concern relative to the Resolution's language in Sections 3 and 4 relative to an obligation for the City to provide matching funds. Ms. Palus responded that there are matching funds required but they will be provided by the Trust for Public Land. Councilmember Knight asked for confirmation from the Legislative Counsel Andrews whether it is a requirement to include that requirement in the Resolution if the City is not obligated. Mr. Andrews stated he will get an answer back to Council by tomorrow.

## 9. **ITEMS UNDER STUDY**

- A. Introduction to Local Improvement Districts (LIDs) and Discussion of Possible Code Change Addressing Petition Signature Requirements

Carl Schueler, Comprehensive Planning Manager, provided a presentation that described the City LIDs' purpose, history, authorization and administration; the requested code change and impacts.

Bob Loevy, representing the Old North End Neighborhood, described why the request has been made and encouraged approval of the LID code change.

## 10. **COUNCILMEMBER REPORTS AND OPEN DISCUSSION**

- A. Councilmember Miller encouraged Council's attendance at Councilmember Gaebler's strategic planning meetings, the first of which is scheduled for March 11<sup>th</sup>.
- B. Councilmember Knight described last week's Council Budget Committee meeting at which they discussed possible questions for each City department in preparation for the budget cycle. The list of recommended questions for Council's consideration

City Council Work Session  
March 10, 2014

will be introduced at the Work Session on March 24<sup>th</sup>. He described that the Budget timeline will begin on October 6<sup>th</sup> with votes on the Budget scheduled during both November Regular Council meetings.

- C. President King inquired as to when the interviews for the confirmation process for Wynetta and Dan Gallagher would take place. Ms. Gonzalez responded that she is working with the Mayor's designee, Michael Sullivan, Human Resource Director, relative to these matters as well as the salary considerations.

11. **ADJOURN**

4:29 p.m.



**DATE:** March 14, 2014  
**TO:** Keith King, City Council President  
**FROM:** Wynetta Massey, Interim City Attorney  
**RE:** March 24, 2014, Executive Session Agenda

Please schedule the following legal matters for **Closed Executive Session:**

In accord with City Charter art. III, § 3-60(d) and its incorporated Colorado Open Meetings Act, C.R.S. § 24-6-402(4)(b) and (e), the City Council, in Open Session, is to determine whether it will hold a Closed Executive Session. The issues to be discussed involve: (1) legal advice and negotiation consultation with the City Attorney regarding a franchise matter, (2) legal advice and negotiation consultation with the City Attorney regarding an insurance matter, (3) legal advice negotiation consultation with the City Attorney regarding a bankruptcy matter.

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Wynetta Massey  
Interim City Attorney

C: Steve Bach, Mayor  
Steve Cox, Chief of Staff  
Denny Nester, City Auditor  
Sarah B. Johnson, City Clerk  
Eileen Gonzalez, City Council Administrator



## WORK SESSION ITEM

**COUNCIL MEETING DATE:** March 24, 2014

**TO:** President and Members of City Council

**FROM:** Eileen Lynch Gonzalez, City Council Administrator

**SUBJECT:** Agenda Planner Review

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The following agenda items have been proposed for the Work Session and Regular Meetings on April 7 and 8 and April 21 and 22, 2014.

### **Work Session Meeting – April 7**

#### **Items for Introduction**

1. An ordinance regarding the City's use of the power of Eminent Domain – Councilmember Joel Miller
2. A Resolution Authorizing Banning Lewis Ranch Metropolitan District No. 2 to Issue Additional Subordinate Debt – Peter Wysocki, Planning & Development Director; Carl Schueler, Senior Planner
3. A Resolution Approving an Intergovernmental Agreement of the Colorado Information Sharing Consortium – Pete Carey, Chief of Police
4. A Proposed Ordinance Relating to Licenses/Permits for Funeral Escorts by Private Companies – Councilmember Jan Martin
5. A Proposed Ordinance Pertaining to Hoofed Pets – Councilmember Jill Gaebler
6. An Ordinance Amending Ordinance 13-77 for a Supplemental Appropriation for the Purpose of Road Repairs – Dave Lethbridge, Interim Director of Public Works

### **Regular Meeting – April 8**

#### **Consent Calendar**

1. A resolution acknowledging a land donation of a 1.65 acre parcel near Cowpoke Road from David D. Jenkins to the City of Colorado Springs – Dave Lethbridge, Interim Public Works Director; Tim Mitros, Subdivision Engineering Review Manager
2. A Resolution Approving and Authorizing an Intergovernmental Agreement Between the City of Colorado Springs and the Colorado Department of Public Safety Division of Homeland Security and Emergency Management for the NRCS Flood Exigent Grant Project – Dave Lethbridge, Interim Public Works Director; Tim Mitros, Subdivision Engineering Review Manager
3. A Resolution Requesting Permission to Close on Consensual Land Transaction for the Southern Delivery System (CSLA easement) – John Fredell, General Manager, Southern Delivery System

## **Recognitions**

1. Ancient Olympia Delegate Visit for Sister Cities Program – Donna Nelson, Economic Vitality Specialist

## **Utilities Business**

1. Water Shortage Ordinance (1st reading) – Gary Bostrom, Chief Water Services Officer, Colorado Springs Utilities
2. An Ordinance Amending the Code of the City of Colorado Springs 2001, Pertaining to Contract Authority – Jerry Forte, CEO, Colorado Springs Utilities

## **Public Hearing**

1. Public hearing on appeal by G.W. Flanders and Angus and Gail Morrison regarding the Planning Commission action of January 16, 2014 approving the Whistling Pines Gun Club West, LLC for a conditional use to allow an Indoor Sports and Recreation use – Peter Wysocki, Planning & Development Director
2. Public hearing on an appeal by the City of Colorado Springs Administration regarding the Planning Commission's action on February 20, 2014, approval of an appeal of the Notice and Order issues against Studio A64 located at 332 E. Colorado Avenue (postponed from March 25, 2014 regular meeting) – Peter Wysocki, Planning & Development Director

## **Work Session Meeting – April 21**

### **Staff and Appointee Reports**

1. Memorial Health System Enterprise Update – Kara Skinner, Chief Financial Officer
2. City Wildfire Preparedness Report – Christopher Riley, Fire Chief

### **Presentations for General Information**

1. 2013 Financial Update and 2015 Budget Forecast – Kara Skinner, Chief Financial Officer

### **Items for Introduction**

1. 2014 Housing Action Plan – Aimee Cox, Senior Economic Vitality Specialist

## **Regular Meeting – April 22**

### **Consent Calendar**

1. Water Shortage Ordinance (2nd reading) – Gary Bostrom, Chief Water Services Officer, Colorado Springs Utilities

### **New Business**

1. Resolution Authorizing Banning Lewis Ranch Metropolitan District No. 2 to Issue Additional Subordinate Debt – Peter Wysocki, Planning & Development Director; Carl Schueler, Senior Planner
2. An ordinance regarding the City's use of the power of Eminent Domain – Councilmember Joel Miller



**WORK SESSION AGENDA ITEM**

**COUNCIL MEETING DATE:** March 24, 2014

**TO:** President and Members of City Council

**CC:** Mayor Steve Bach

**VIA:** Steven W. Cox, Chief of Staff/Chief Administrative Officer

**FROM:** Kara Skinner, Chief Financial Officer

**SUBJECT: Memorial Health System Enterprise Financial Report**

On October 1, 2012, the City of Colorado Springs executed the Memorial Health System (MHS) Operating Lease Agreement and the Integration and Affiliation Agreement by and among the City of Colorado Springs, University of Colorado Health, Poudre Valley Health Care, Inc., and UCH-MHS. The MHS Enterprise endures and is primarily a leasing enterprise.

Below is the monthly cash flow report of revenue and expenditures as requested:

<b>Beginning February 1, 2014 balance</b>		<b>\$ 14,274,210</b>
<b>Revenue:</b>		
February lease payment	467,676	
<b>Total Revenue</b>		<b>467,676</b>
<b>Expenses:</b>		
Run-out workers' comp, liability claims & insurance costs	(9,080)	
Medical Network claims/refunds	839	
RBA payments	(72,050)	
City administration costs	(1,234)	
Colorado Springs Health Foundation	(4,151)	
Legal fees	(5,591)	
Bank charges	(284)	
<b>Total Expenses</b>		<b>(91,551)</b>
<b>Ending February 28, 2014 balance</b>		<b>\$ 14,650,335</b>



## Work Session Agenda Item

**COUNCIL MEETING DATE:** March 24, 2014

**TO:** President and Members of City Council

**CC:** Mayor Steve Bach

**VIA:** Steven W. Cox, Chief of Staff/Chief Administrative Officer

**FROM:** Peter Wysocki, Planning and Development Director  
Carl Schueler, Planning Manager-Comprehensive Planning

**Subject Title:** **Academy Boulevard Corridor Annual Progress Report**

**SUMMARY:** This is the third in a series of annual reports of measures and progress for the Academy Boulevard Corridor and planning area.

**PREVIOUS COUNCIL ACTION:** City Council approved the *Academy Boulevard Corridor Great Streets Plan* as an amendment of the City Comprehensive Plan on August 23, 2011. The entire Plan is available on the City's web site: [http://www.springsgov.com/units/transit/GreatStreets/AcademyBlvd\\_FinalText\\_110609.pdf](http://www.springsgov.com/units/transit/GreatStreets/AcademyBlvd_FinalText_110609.pdf)

**BACKGROUND:** The *Great Streets Plan* emphasizes the importance of measuring positive and negative trends within the Academy Boulevard Corridor, celebrating progress, and keeping a focus on the next steps. This is the third of what are expected to be ongoing annual reports of measures and progress. This Academy Boulevard Corridor planning area overlaps with the Mayor's Academy Boulevard Economic Opportunity Zone (EOZ). On March 10, 2014, City Council received a report and recommendations from a Solutions Team created to recommend further strategies for this area.

**FINANCIAL IMPLICATIONS:** This is a report item, and therefore there are no direct financial implications. However, one of the general measures included is an assessment of the allocation of scarce City and regional resources for this area.

**BOARD/COMMISSION RECOMMENDATION:** Not applicable. This report may also be presented to Planning Commission and will be shared with stakeholders including the Mayor's EOZ Solutions Team.

**STAKEHOLDER PROCESS:** Applicable City and external staff were coordinated with in creation of this report.

**ALTERNATIVES:** No formal action recommended, other than soliciting any comments on the report and its implications.

**RECOMMENDATION:** Not applicable.

**Attachment:**

- Academy Boulevard Corridor Annual Progress Report - 2013

# Great Streets Measures

## Academy Boulevard Corridor Annual Progress Report – 2013

City of Colorado Springs Land Use Review Division  
March 2014



## Executive Summary

Two and one half years after City Council's approval of the *Academy Boulevard Corridor Great Streets Plan* ("the Plan") there is growing optimism regarding proactive steps being taken to reverse negative trends in the Academy Planning Area. However, there are also ongoing challenges that will continue to take substantial time and commitment to fully address. This document is the third in a series of annual reports identifying progress in implementing the Plan and reporting on positive and negative trends pertaining to the economic and community vitality of the corridor. This report centers on five overarching principles – *Complete Streets, Built Environment, Economic Vitality, Community, and Support and Implementation* – as the guides to successful measurement and achievement of the Plan.

Highlights and Lowlights pertaining to these five pillars of success are summarized below:

### Complete Streets

#### Highlights

- The area contains some of the more robust transit corridors in the City, and transit days and hours of service have been largely restored to 2008 levels
- Traffic volumes continue to be steady or increase after two decades of decline
- The long-awaited first steps toward redesign of the Academy Boulevard/Hancock Expressway intersection are now being taken

#### Lowlights

- Automobile dependent land use is still prevalent

### Built Environment

#### Highlights

- A new retail user (Garden Ridge) now occupies the former Target store near Platte and Academy which was vacant in 2012
- New tenants (including Passages and Gold's Gym) have occupied substantial space in Rustic Hills Shopping Center

#### Lowlights

- The Rustic Hills North Mall remains predominantly vacant, as does the former Macy's anchor store at Citadel Mall, and the Sam's Club is still expected to close

## Economic Vitality

### Highlights

- Shopping center and office vacancies decreased in 2013 compared with the prior year

### Lowlights

- Shopping center and office vacancies in this corridor remain unacceptably high both for this area and when compared with the overall region
- The City-wide unemployment rate is decreasing but is still higher than desired

## Community

### Highlights

- Community and neighborhood organizations are harnessing creativity
- Population appears to be stable or slowly rising
- School facilities continue to be repositioned including the former Irving Middle School building now being used as a charter school
- CSPD is actively supporting a Fountain and Chelton Partnership Group which has the objective of addressing crime and public safety concerns in the this neighborhood

### Lowlights

- Crime rates are still higher than City averages, and per capita violent crime rates rose for this area in 2013
- High school test scores continue to trail State averages
- Overall community engagement levels remain low compared with the City at-large

## Support and Implementation

### Highlights

- Over thirty million dollars in federal and state transportation funds are designated for this area in the PPACG 2035 Plan
- Additionally, voters approved an extension of the Pikes Peak Rural Transportation Authority (PPRTA) capital sales tax; with over \$20 Million dollars in discretely identified Planning Area improvements included with the City "A list" projects

One significant federally funded transportation project will be initiated in the planning area in early 2014 (a major planning and redesign effort focused on the Hancock Expressway/ Academy Boulevard intersection).

- In August 2013 Mayor Bach convened a well-attended “Town Hall” community meeting in the planning area focusing on southeastern Colorado Springs.
- The area is also becoming a focus for City economic development efforts and has been designated by the Mayor as an Economic Opportunity Zone (EOZ).
- A Mayor’s Solutions Team has been appointed, and their report and recommendations for this area are expected in 2014.

#### Lowlights

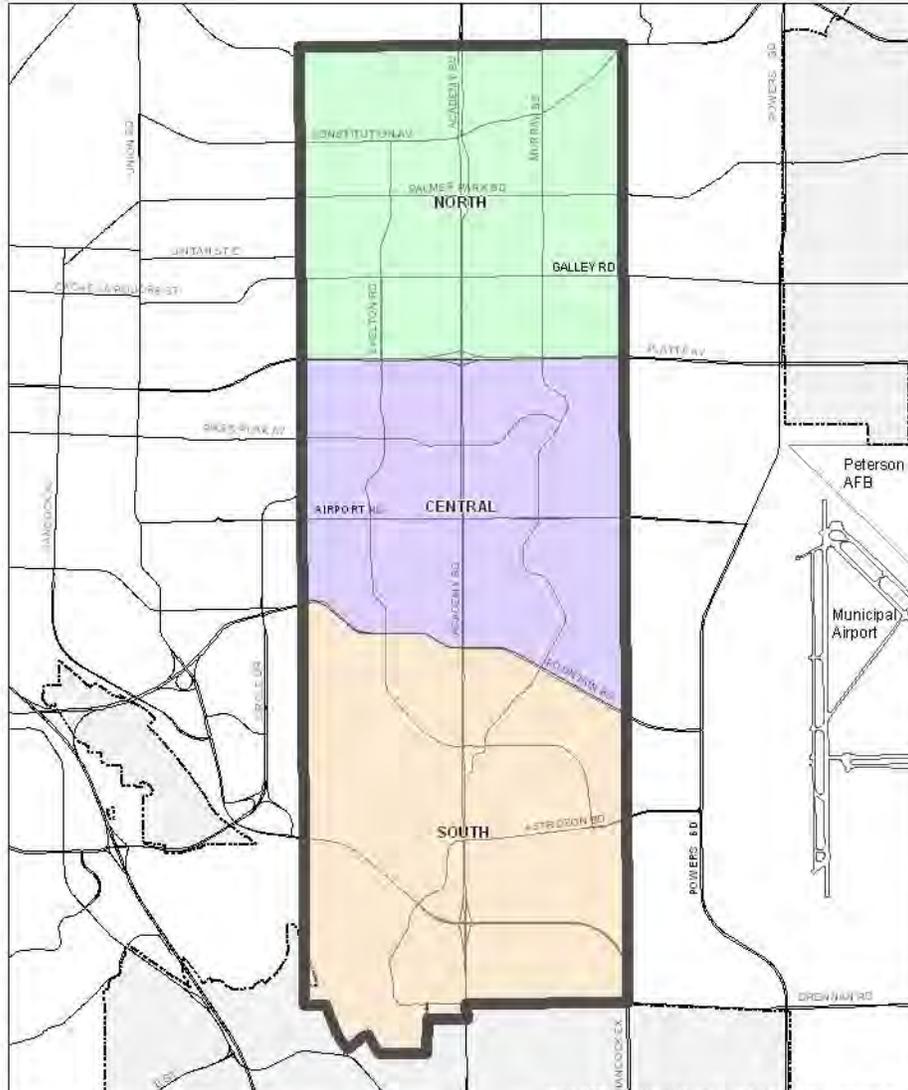
- Limited improvement funds have been rolled forward yet into near term budgets and implementation plans
- Resources for CSPD community policing continue to be limited
- Limited funding available for major transit projects or service enhancements in the area in the corridor

#### What’s Next for the Academy Planning Area?

- The Mayor’s Economic Opportunity Zone (EOZ) Solutions Team will issue its report and recommendations in early 2014., with implementation initiatives to follow.
- In 2014, the City will initiate the Hancock Expressway/Academy intersection planning and redesign process.
- Prioritization will also take place for the next level of PPACG and PPRTA capital reauthorization projects.
- The City will continue to work with business owners, residents and developers to support investment in the corridor, and support the community engagement process.

## Introduction

The approximately 12-square mile Academy Boulevard Corridor Planning Area is located in southeastern City of Colorado Springs and extends one mile either side of Academy Boulevard between Maizeland Road on the north and Proby Parkway on the south.



South Academy Revitalization Sub-areas Vicinity Map



- NORTH
- CENTRAL
- SOUTH



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The *Academy Boulevard Corridor Great Streets Plan* is an adopted element of the Colorado Springs Comprehensive Plan and Intermodal Transportation Plan (ITP). Tracking the changes within the Corridor is important in measuring outcomes and success. There are five overarching concepts related to measuring the Plan's efficacy:

- 1) Complete Streets
- 2) Built Environment
- 3) Economic Vitality
- 4) Community, and
- 5) Support and Implementation.

*Complete Streets* measures the accessibility and quality of multimodal transportation; *Built Environment* measures the perception of the corridor as a comfortable and inviting place; *Economic Vitality* measures the diversity and robustness of business and industry along the corridor; *Community* measures the social environment regarding socioeconomic opportunities and how community members relate to one another; and *Support and Implementation* measures the governmental policies and actions that promote or hinder the redevelopment of the corridor according to the vision of the Great Streets Plan.

This is the second of what is expected to be ongoing annual reports on both the community health of the Academy Boulevard Corridor and on direct implementation of the Plan. Data for some of the measures is available well into the past. Other measures are just now being introduced, so there are no trends that can be reported yet. It is anticipated that a few entirely new measures will become available and should be considered for future reports. For several measures the Year 2008 is established as a "baseline" because that is when the Academy revitalization planning process began in earnest.

Many of these measures are quantitative in nature, but some are more qualitative. The area of focus for these measures is intended to be the six-mile segment of Academy between Drennan Road and Maizeland Road and/or the surrounding 12-square mile Planning Area (refer to the Vicinity Map on the following page). However, in some cases data are only readily available for different geographies, and in this case substitutions are made.

These measures utilize three symbols to suggest whether the trends are positive (  ), negative (  ), or neutral (  ).

## Complete Streets Measures

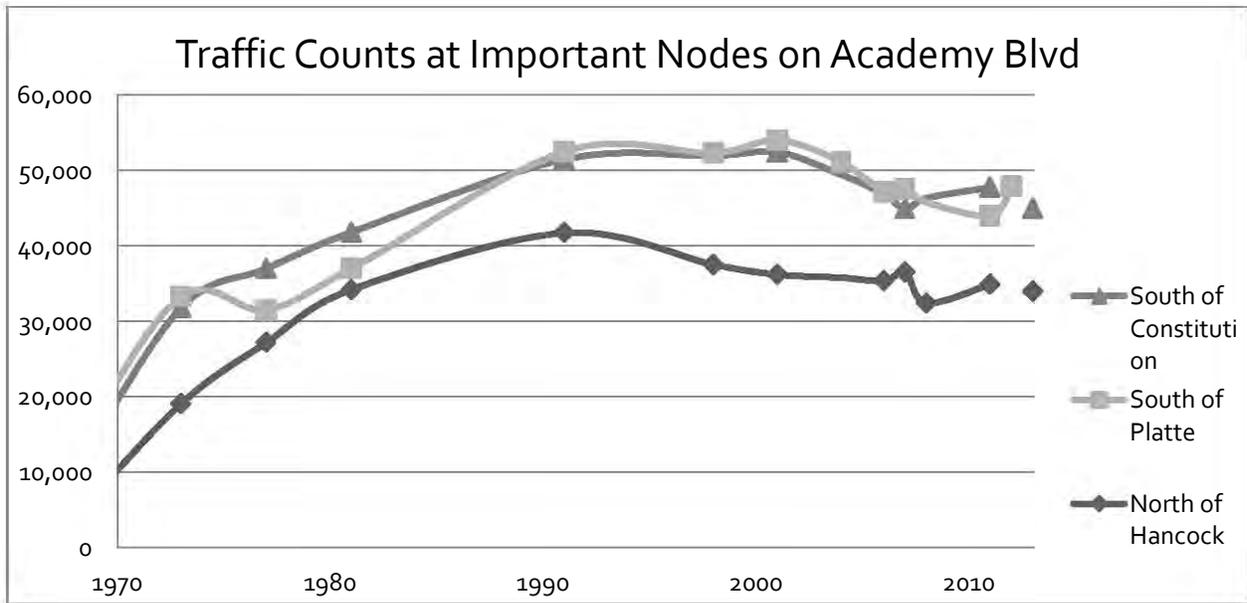
Accessibility and connectivity are important for a robust corridor. The *Complete Streets Measures*' focus is on multimodal transportation. These measures monitor use and viability by mode. Overall, this measure reveals slightly negative trends throughout the Planning Area.



### *Complete Streets Measure 1: Total Transportation Trips within the Corridor*

Although an important objective of a multi-modal transportation strategy is to ultimately reduce the length and frequency of single-occupancy motor vehicle trips, it is recognized that the Academy Boulevard area is very auto dependent, and even incremental change will take time. One measure of vitality of the corridor is “busyness” and at this point this translates mostly into automotive trips. Therefore, one of the appropriate nearer term indicators for the corridor is automotive traffic. Increased traffic in the corridor relates to its attractiveness and success of its businesses. To a degree the goal for this corridor is to first attract and retain traffic within the corridor as a destination, and then over time shift some of this activity and these trips to other modes such as transit and walking by supporting more pedestrian oriented land uses. Put another way, it takes a certain amount of intensity and potential congestion to create the conditions necessary to support a multi-modal transportation system.

The following figure shows the change in average daily vehicle trips over the past few decades for selected points along the corridor. Overall, there had been a decline in traffic over the past 20 years uniformly across the corridor. However, in the past three years counts appear to be stabilizing or increasing. (Data gathered from PPACG, CDOT and City of Colorado Springs Engineering)



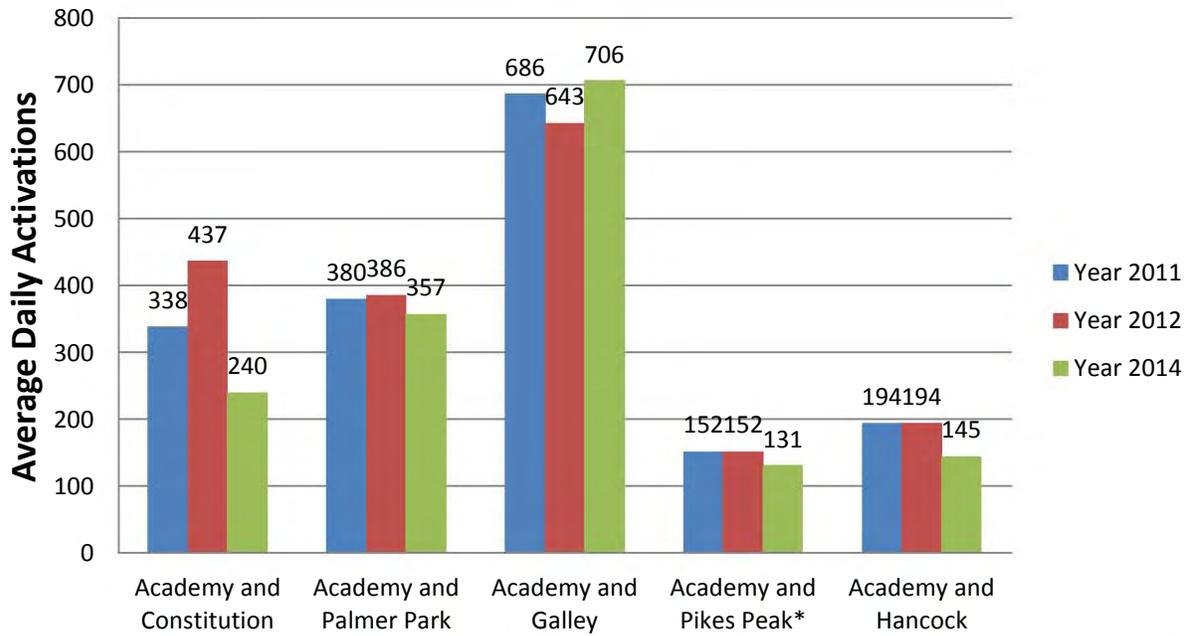
Note: Line breaks in right part of chart are due to 2012 and 2013 data not being available for all intersections



### *Complete Streets Measure 2: Pedestrian Activity at Key Intersections*

Although automobile traffic predominates on Academy Boulevard and is expected to continue to do so in the future, pedestrian activity will become an important secondary measure of the vitality of the street. The following figure shows an average weekday number of pedestrian signal activations at selected intersections over time. Although there are a variety of sources of variance error for this data, over time it should provide a sense for the relative trends in 'busyness' of the street for pedestrians. Not surprisingly, the intersection of Academy and Galley has significantly higher pedestrian activity because this intersection is more pedestrian-friendly and connects activities and uses on all four corners. This indicator is shown as neutral because the 2014 count is likely to be seasonally low.

## Academy Intersection Pedestrian Signal Activations



Notes: Numbers represent an average of Wednesday and Thursday counts. 2011 and 2012 counts were for dates in late summer. No 2013 counts were available. 2014 counts were for days in late January, and therefore are likely reflect seasonality. The counts for Academy and Pikes Peak are lower because not all crossings have pedestrian activations.

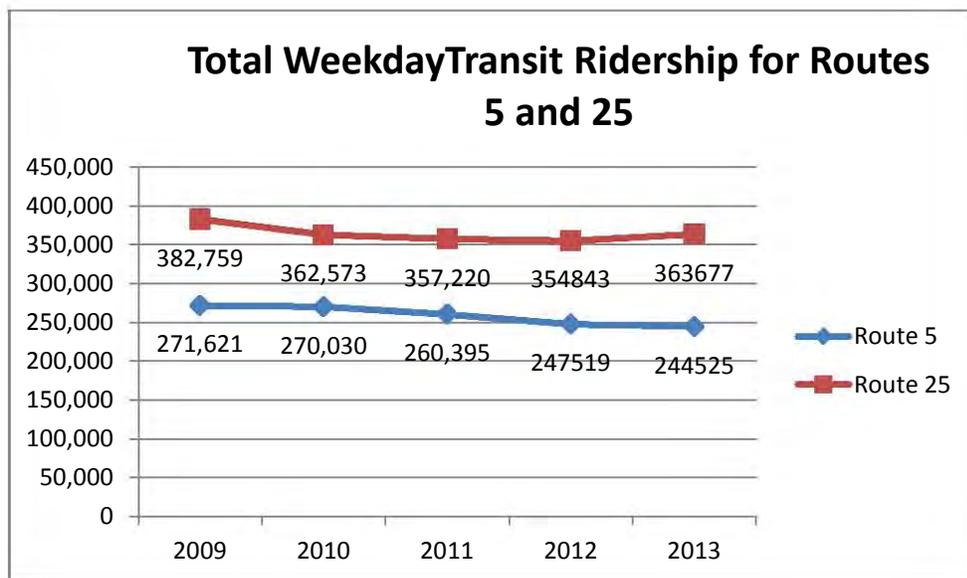


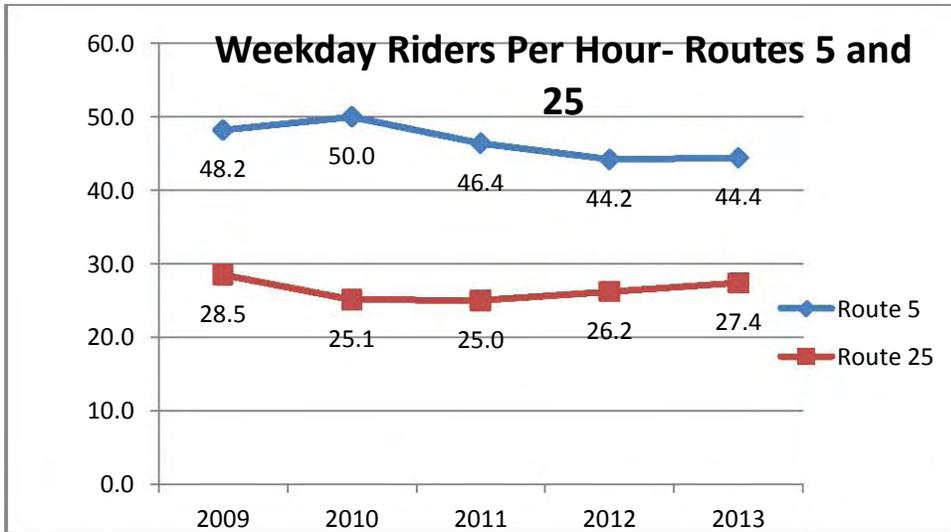
Pedestrian Activity on Academy Boulevard, April 2013

### Complete Streets Measure 3: Transit Ridership

Colorado Springs Metro Bus routes #5 and #25 are two of the most utilized routes in the corridor and the City. Route #5 connects the Planning Area with Downtown and is the busiest route in the region measured by trips per hour of service. Route #25 runs the entire length of Academy from Pikes Peak Community College on the south end to Chapel Hills Mall in the north, having the most riders for any one route. Monitoring the number of riders on the routes in the corridor over the years reveals that the Planning Area remains a capable transit corridor. Total weekday ridership on these routes has held fairly steady over the past four years. These figures do not include evening or weekend service. All weekend and evening service was eliminated throughout the service area in 2009. Limited Saturday service was restarted on these routes in 2011, followed by more recent restoration of limited evening and Sunday service. If weekend ridership figures were included, the trends would be significantly more positive, compared with the low point of 2009. For example the total 2013 counts for Route #25 are now about 16% higher when evening and Saturday trips are factored in. Weekday productivity (measured as riders served per hour of service) appears to be increasing on Route #25 (the main Academy route) but is declining somewhat on the still-productive Route #5

(Data provided by Mountain Metropolitan Transit)





The next logical step for enhancement of transit service in the Academy corridor would likely be moving toward 15-minute service for routes #5 and #25 at least during peak service demand times. Currently, the service is provided with 30 minute 'headways' at most times. This level of enhanced service is part of the "H-System" recommendation contained within the 2013 Comprehensive Operations Analysis. More frequent service on the main routes may begin to shift the system towards meeting the needs of "choice" rather than just transit-dependent riders.



**Parking Lot at Sam's Club.** The transportation infrastructure in the Academy Planning Area places tremendous emphasis on the automobile prompting over 75 percent of all workers living in the corridor to drive alone to their place of employment. (Photo taken July 23, 2011)

## Built Environment Measures

The opportunities and appearance of the built environment have a strong influence on whether the corridor transforms as a place of vibrant activity. The *Built Environment Measures* focus is on the physical appearance and comfort of buildings and infrastructure. These measures monitor the physical condition of the built environment as a viable place to live, work, play, or shop. These indicators suggest an improving built environment in the Academy Planning Area.



### *Built Environment Measure 1: Streetscape and Façade Improvement Projects*

The physical appearance and accessibility of streets and facades influences whether people will interact with a place because of the comfort or discomfort of the space. Monitoring changes in sidewalk conditions, building appearances, and overall maintenance reveals the status of this built environment indicator.

Two+ years into the Great Streets Plan, changes have occurred. In the future, this measure should reflect the Plan's desire to bury the power lines to open up opportunities closer to the street; at this point, there are no plans for implementing this strategy.

In 2014 City Utilities will begin the more visible phases of a major expansion of the electrical substation located near the northeast intersection of Hancock Expressway and Academy. Even some attention to landscaping and design, the size and nature of this facility will be such that it will not likely contribute positively to a human scale built environment.



**Wal-Mart Community Market at Pace Drive.** This was one of two new grocery stores to open in the planning area in 2012. (Photo taken April 2013.)



**Victory Outreach Remodel.** The church at the intersection of Hancock and Academy improved their façade and curbs. (Photo taken April 2013.)

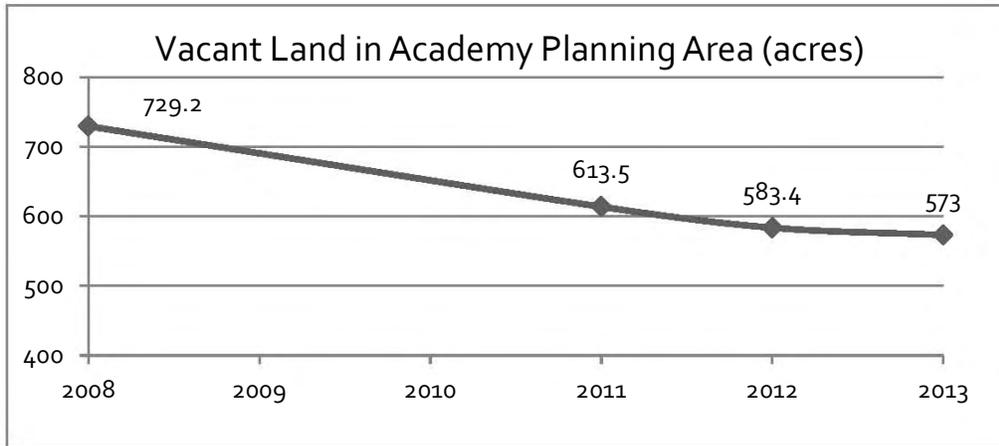


### *Built Environment Measure 2: Vacant Undeveloped Property*

Entirely vacant parcels often perpetuate the negative image of a disinvested corridor, creating a domino effect that leads to even greater disinvestment.

Since the inception of the plan, there has been a trend to develop vacant parcels (where buildings did not exist). In 2008 there were 729.2 acres of vacant property, whereas by 2013 this figure has dropped to 573 acres. Examples of this type of recent infill are: , the Kum and Go near the corner of Hancock Expressway and Academy Boulevard , and the Wal-Mart Market that is now open at Chelton Road, and. As of mid-2012, only about 7% of all the property in the Planning Area is classified as vacant and undeveloped, and this number is slowly declining. Although this trend is continues to be positive, 2013 was not a particularly good year for construction of new development on formerly vacant property.

(Data compiled by City of Colorado Springs Information Technology Department and GIS Services as of June 30, 2013.)



**Sierra Springs New Residential Construction.** Development of vacant parcels is filling in the Academy Boulevard Planning Area. (Photo taken April 2013)



*Built Environment Measure 3: Significant Development Activities and Announcements in the Corridor*

Land use and business change and turnover is common and should be expected many areas, and especially in retail corridors. A substantial number of positive as well as negative activities or announcements should be anticipated over time. What is more important as a built environment measure is the overall trajectory of major construction, leasing activities, and

announcements of projects. For instance, when Lowe's moved into Citadel Crossing this was a positive business outcome for the Citadel Mall area. Conversely, the mid- 2013 closure of the Bally's Total Fitness operation across the street in the Pace Plaza Shopping Center put the viability of that center at risk . The maps on the following two pages depict several of the larger positive and negative investment and disinvestment activities and announcements in the corridor since 2008. The most positive activity occurred (and continues to occur) in the south of the Planning Area, recognizing the potential for the Hancock and Academy intersection. Large malls on the north end of the Planning Area – particularly Rustic Hills – have large unoccupied structures that could propel further disinvestment. This measure produced mixed results for project activity in 2013 with the south end of the Planning Area producing positive results and the north end of the Planning Area producing less new activity.

(Map data compiled from City staff observations.)

### **Economic Vitality Measures**

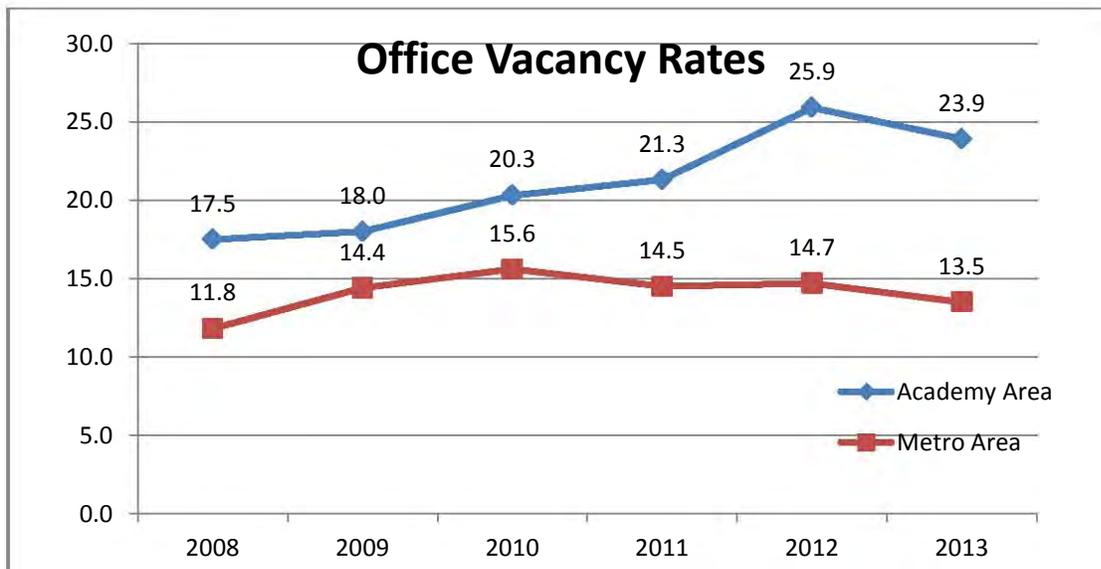
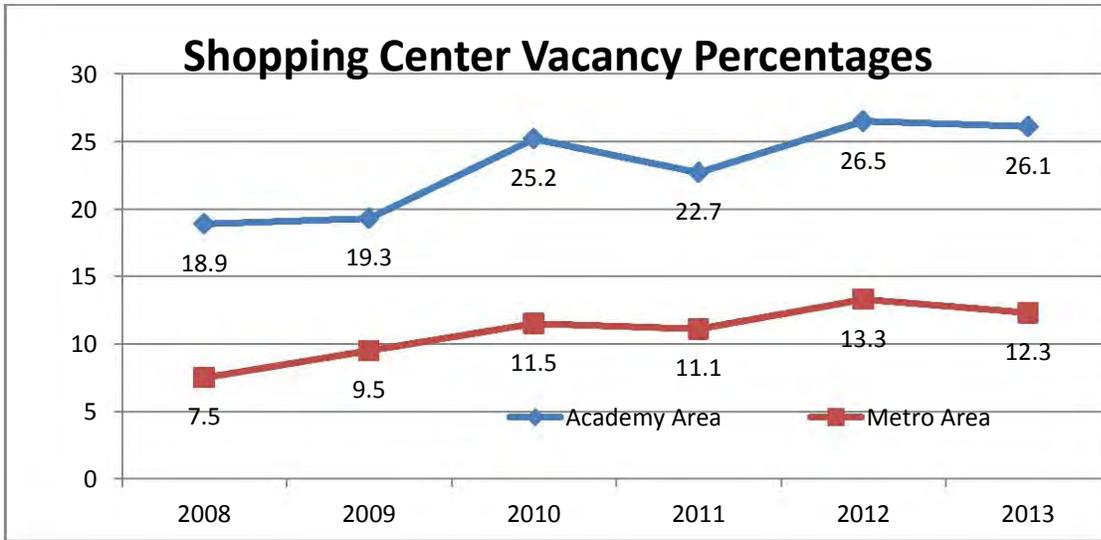
Commerce and industry are a fundamental determinant of the health of a community, as businesses, consumers, and residents alike seek places with vibrant fiscal opportunities. The *Economic Vitality Measures* focus is on the financial trends of the corridor.



#### *Economic Vitality Measure 1: Commercial and Office Vacancy Rates*

Business vacancy rates reveal how appropriately the land use and infrastructure aligns with market-driven forces. This measure also tracks the faith that businesses have in the Planning Area as a place for conducting business. After increasing dramatically from mid-2008 levels, vacancy rates for shopping centers and office uses began to improve in 2011, but then took a decidedly negative turn 2012. For 2013 the trend returned to positive, especially for office vacancies . However, both shopping center and office vacancy rates remain extremely high and do not compare favorably with the overall region. The shopping center vacancy rate for this area is more than double that of the region.

(Data compiled by Turner Commercial Research; all figures are for end of the second quarter for each year.)



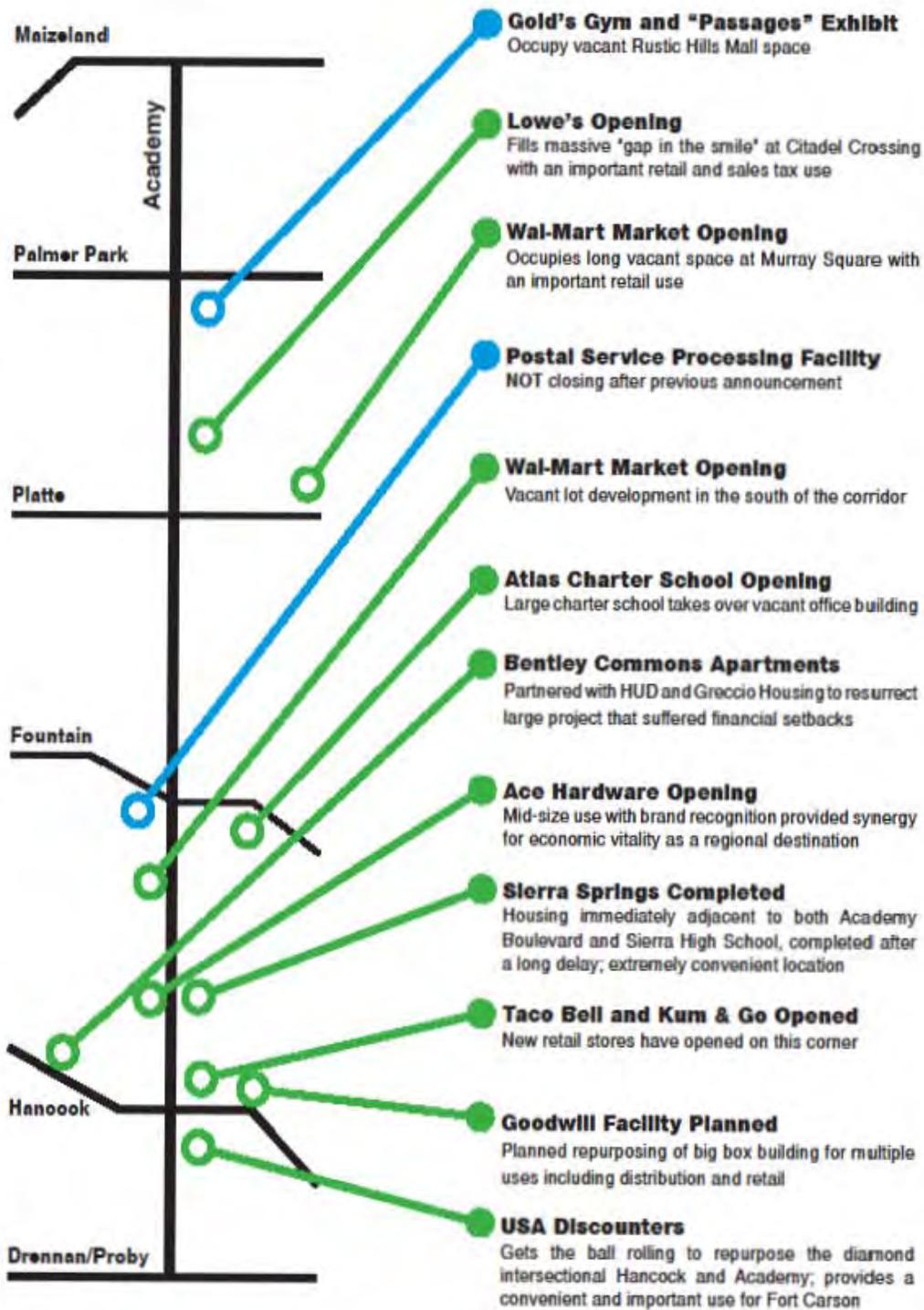


**Gold's Gym at Rustic Hills Shopping Center.** This use has taken the place of a Sports Authority store that recently closed. Shopping centers in this area continue to have high vacancies (Photo taken February 2014.)

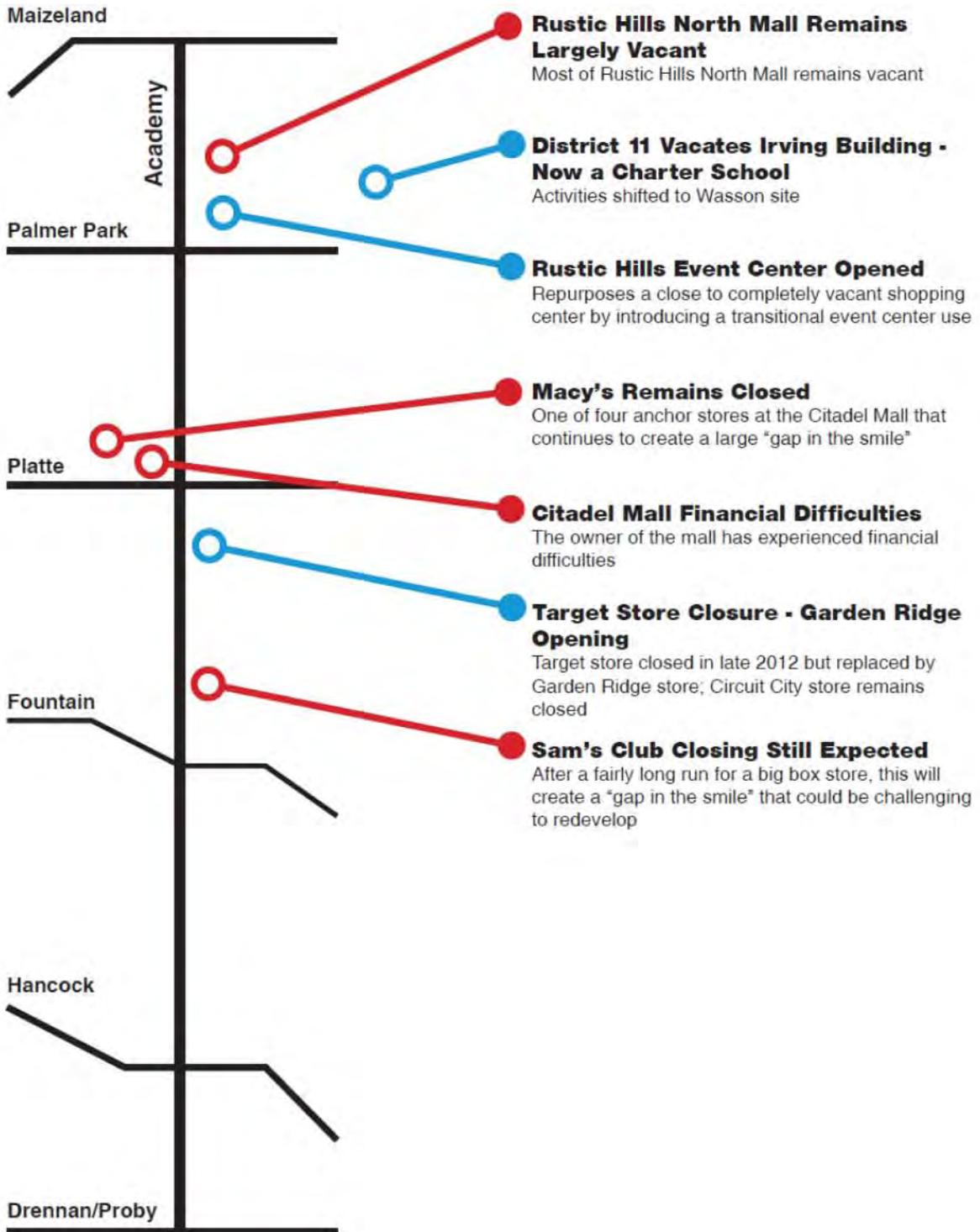


**Recently Opened Garden Ridge store South of Platte Ave.** This use had taken the place of a closed Target store (Photo taken February 2014)

## Positive Development or Redevelopment Activity



## Negative or Less Positive Development or Redevelopment Activity



The graphics above highlight some of the major positive and negative development and built environment activities in the planning area from 2010 through the present. **Green** indicates positive, **red** negative and **blue** neutral. Examples of neutral situations include those where a structure was vacated and then reoccupied with a less intensive use.



Vacant and deteriorated property in Rustic Hills North Shopping Center (photo taken February 2014)

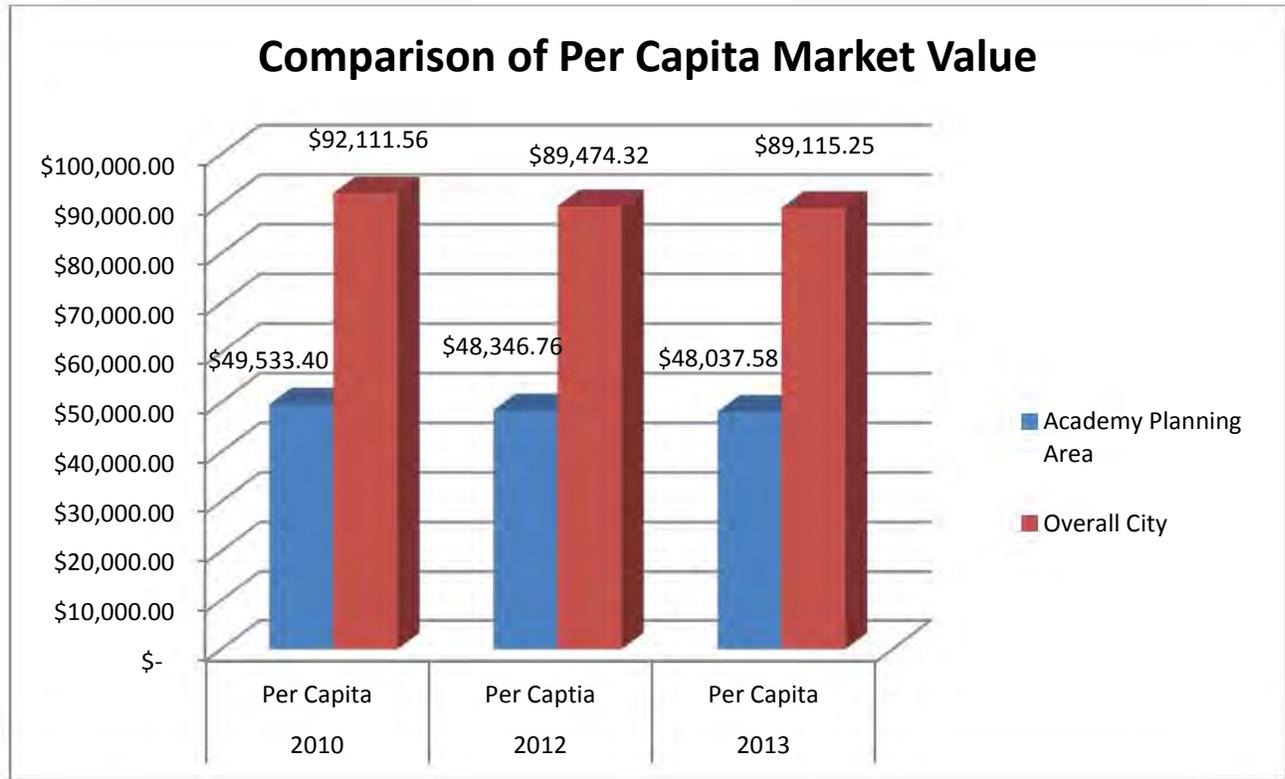


### *Economic Vitality Measure 2: Property Valuation*

The County Assessor's value of properties in the corridor correlates with the overall economic vitality of planning area, compare with the City at-large. Market value data for years before the 2010/2011 is not readily available to the City. In 2013/14 the per acre market value of property in the Academy Boulevard Planning Area was higher than the overall City, at 411,255 dollars per acre versus approximately 310,618 dollars per acre. However, the per capita market value of the planning area is much lower, at 48,038 dollars per capita versus 89,115 dollars for the overall City. The reasons for this distinction include the Planning Area having a higher population density than most other developed areas of the City, and the presence of large undeveloped tracts (such as Banning Lewis Ranch) that contribute to the City's overall lower per acre valuations. These figures also reflect the Planning Area's relatively lower economic productivity per capita when compared to the City as a whole. Between 2010 and 2013 the per capita proportion of Assessor's valuation for the Academy Boulevard Corridor equated to 54%

of the overall City average, and this proportion has held fairly steady. Over time, what will be important is achieving both an overall upward trajectory of property valuation in this Planning Area, and a favorable comparison with values in other parts of the region.

(Data compiled by City of Colorado Springs Information Technology Department and GIS Services using the El Paso County Assessor's database.)





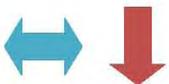
**New Kum & Go store at Hancock Expressway and Academy.** New businesses add property values to the Planning Area. (Photo taken April 2013)

### *What's Next for the Economic Vitality Measures?*

Two more *Economic Vitality* measures to consider are 1) *sales tax collection in the Planning Area* and 2) *the balance of service sector versus primary employment jobs in the corridor*. Gathering this data will be more of a challenge as neither sales tax information nor detailed occupational type is readily available to City Planning staff.

### **Community Measures**

The health and success of the Planning Area will be highly dependent on whether the essential economic needs of residents are being met and whether the community is engaged and vital. If core needs for economic opportunity and safety are not being met, it will be unlikely that any other investments will achieve positive outcomes. The *Community Measures* focus is on the socioeconomic indicators that track these basis supporting conditions. The recent trends in the Academy Corridor have been mostly positive.

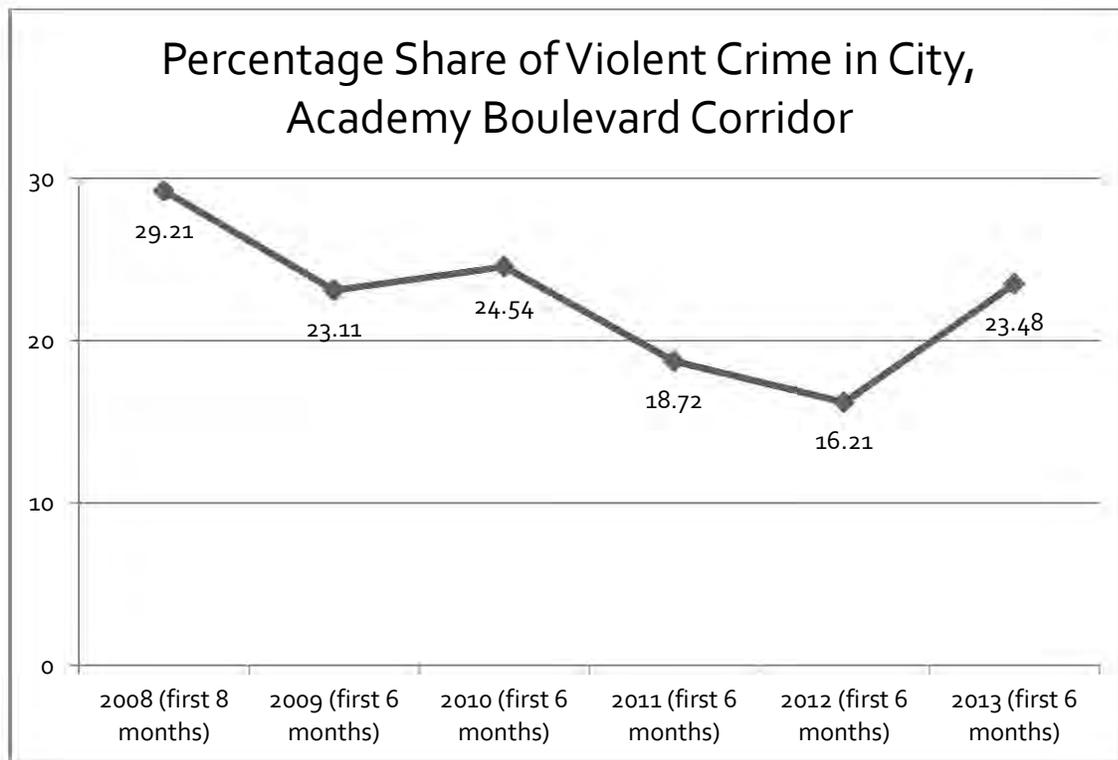


#### *Community Measure 1: Crime Rates*

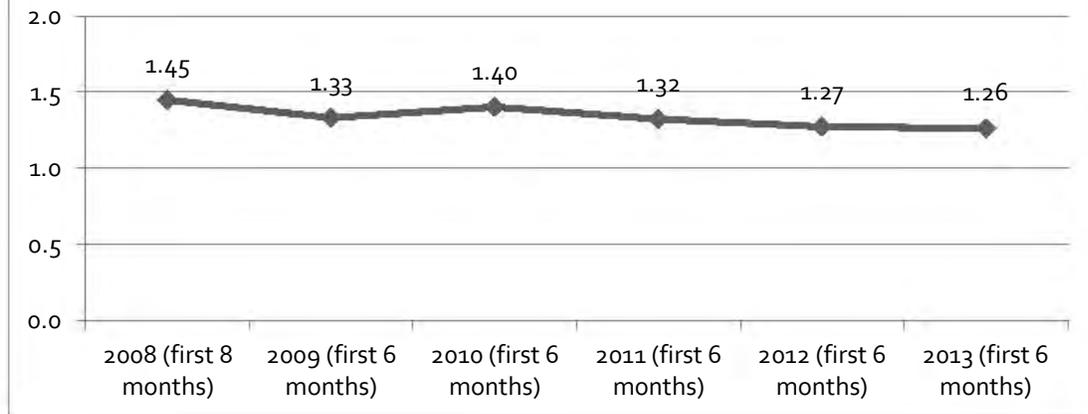
Crime rate is an important determinant in the health of a community. Potential businesses and residents compare one community to another and crime (and the perception of crime) is a

significant factor in location decisions. Over the past five years the proportional amount of violent crime in the Academy area had been generally decreasing relative to the City as a whole. However, in 2013 the area's share of violent crime (measured as calls for service) experienced a jump. Although area residents continue to experience about 25% more than "their share" of overall (violent and non-violent) this is a relatively positive sign for an area that has a negative reputation because of crime.

(Data sources: Crime data (calls for service) from Colorado Springs Police Department for 2013 and prior years; analysis and comparisons provided by City Planning Department)



## Academy Boulevard Corridor:City Per Capita Crime Rate Ratio



Note: A ratio of 1.00 would mean the population of planning area would have an "equal share" of crime compared with the City as a whole





## *Community Measure 2: School Performance and High School Completion and Dropout Rates*

There is a strong correlation between economic and social achievement and high school education attainment. This measure follows students of high schools within the corridor. The two High Schools in the Planning Area are Sierra High School (Harrison School District) and Mitchell High School (Colorado Springs School District 11). When it was a traditional high school, Wasson High School served a substantial proportion of the planning area, although located outside of it. At this point in time all three high schools have a four-year graduation rates slightly below the Colorado average<sup>1</sup>. However, their rates are fairly comparable with the State, and the trend for the two remaining high schools positive for this measure.

For dropout rates<sup>2</sup> the recent trend for Mitchell has been somewhat negative whereas the experience for Sierra and Wasson has been positive. With the major closure of Wasson and corresponding changes at Mitchell it is probably best to wait one more year to draw any conclusions.

It is also noteworthy that the Colorado Department of Education annually ranks all districts and all schools within a performance framework. Based on the scores and criteria each is placed in one of four plan categories with “performance” being the highest and “turnaround” being the lowest and cause for the highest levels of State concern and involvement:

- Performance
- Improvement
- Priority Improvement
- Turnaround

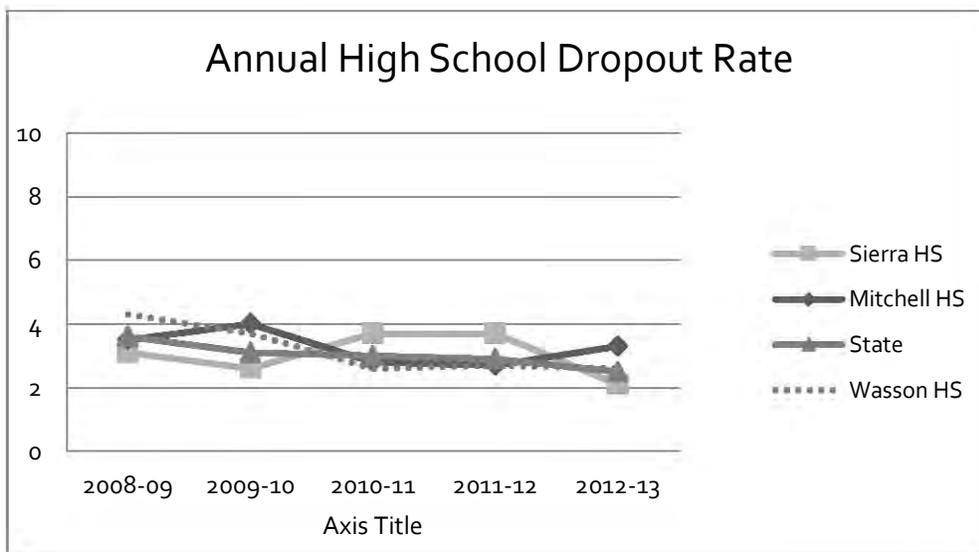
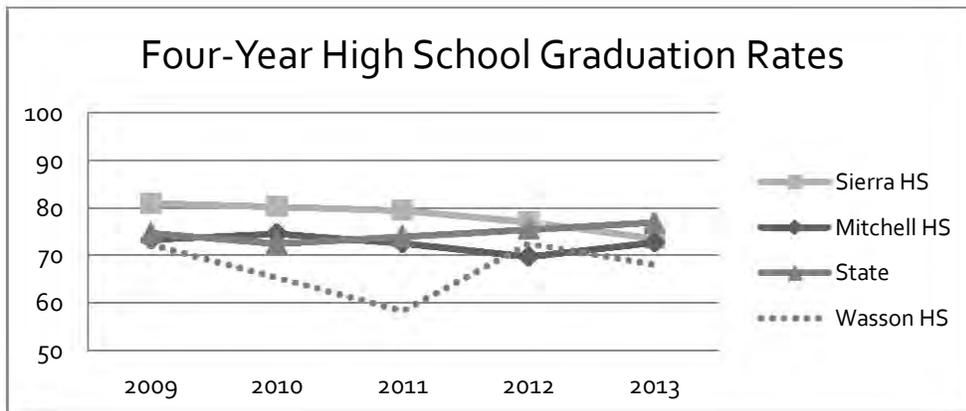
For the 2012-2013 school year, both Mitchell and Sierra were in the “Improvement” category. Overall, the Harrison District was rated in the higher “Performance” category while the D-11 was in the “Improvement” category overall.

(Data also gathered from Colorado Department of Education website and school districts)

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<sup>1</sup> The 4-year completion rate is the percentage of students who graduate on or ahead of time

<sup>2</sup> The dropout rate is the annual rate for non-graduating students who no longer are participating in the educational system



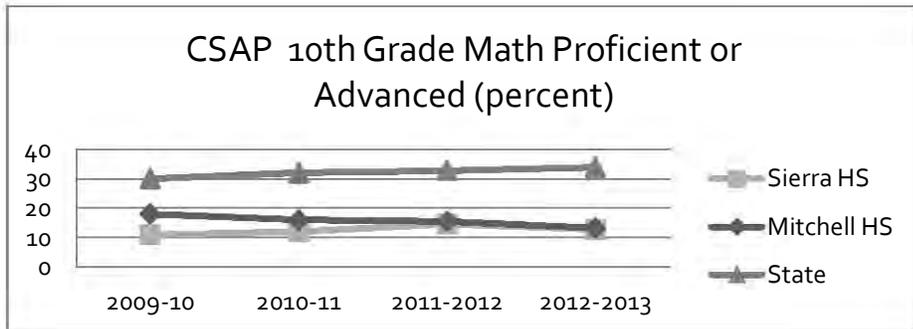
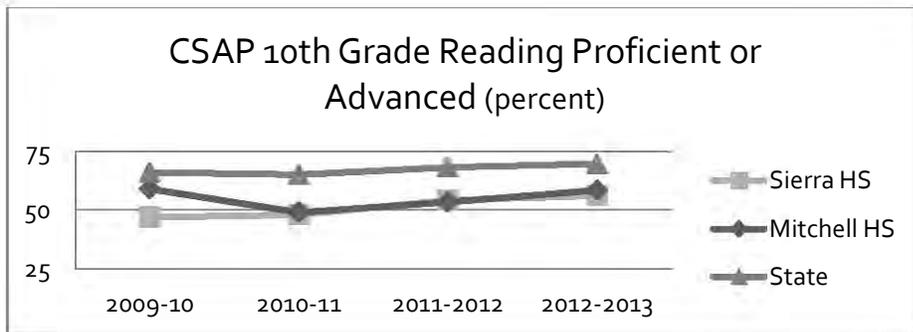
### Community Measure 3: High School Test Scores

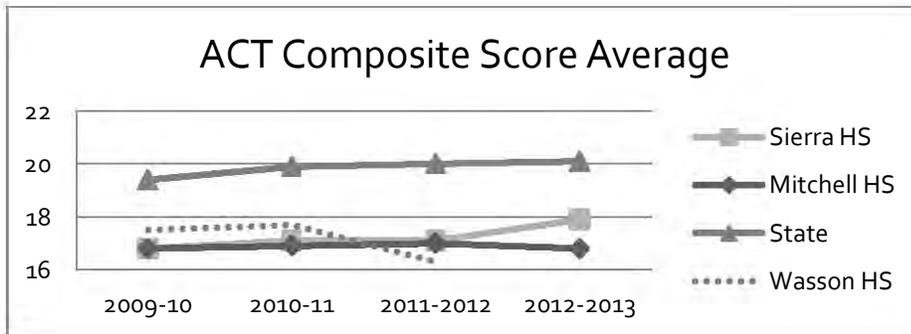
A parallel measure to high school completion and dropout rates are test scores, revealing the academic capabilities of the next generation. Both high schools – Sierra, Mitchell – lag behind the State in CSAP and ACT scores. The CSAP scores reveal varying changes for the schools, although these trail the State averages in every academic category. Generally, reading performance is on the upswing, with a negative trend in math scores. The math score appear particularly concerning because of the trends, the low levels of proficient and advanced students, and because of substantial difference from State averages.

The ACT test is taken in high school as one measure of level of preparation for college. Mitchell High School experienced a decrease in composite ACT scores over the past year, whereas Sierra has been showing positive improvement.

In 2013 District 11 closed Wasson High School as a traditional high school and consolidated its students within its four remaining traditional facilities. Wasson’s enrollment boundaries had encompassed a significant portion of the Planning Area west of Academy. The Wasson facility remains active and open for a variety of District-wide purposes and programs, some of which have moved from the Irving Building within the planning area. The former Irving Middle School building has been sold to a charter school not directly associated with the District.

(Data obtained from CO Department of Education website and other sources.)





Data from Colorado Department of Education web site



#### *Community Measure 4: Community and Neighborhood Associations*

Communities benefit from strong neighborhood associations. Tracking the influence of neighborhood associations reveals the ability for issues to settle themselves in a decentralized fashion. This measure places existing and former neighborhood associations within the Academy Planning Area on a spectrum of activity levels. “Very Active” means meeting on a regular basis and implementing significant policies within their domain. “Active” means meeting on a regular basis without implementing significant policies. “Infrequently Active” means meeting on an infrequent basis without implementing significant policies. “No Longer Meeting” is self explanatory. “Unknown Status” means that the Comprehensive Planning Team does not have up-to-date knowledge of HOA or Neighborhood Association activity. This measure suggests that neighborhood and community organizations are more active than initially assumed. Some neighborhoods are able to improve the quality of life and efficiency regarding economies of scale, such as in the case of Rustic Hills where the neighborhood association implemented a community-wide trash contract. In 2012 CONO suggested two more groups for addition to the “Very Active” category. For 2013 staff suggests the addition of the Fountain and Chelton Partnership (FCP) group which is being actively supported by the Colorado Springs Police Department. While these additions represent good and welcome progress, it should still be noted that the overall planning area-wide level of active neighborhood participation continues to lag behind the region.

## Active Neighborhood and Business Watch Groups in Sand Creek Division



As of early 2013 the Sand Creek Division had a total of 132 registered neighborhood watch groups (residential and business). In early 2014 this number had decreased slightly to 126. However, it should be noted that other efforts including the above-referenced Fountain and Chelton Partnership also have a direct impact on community involvement in public safety

(Data compiled by Planning Department staff in consultation with the Council of Neighborhoods and Organizations- CONO and CSPD.)

"Very Active" Neighborhood Associations	"Active" Neighborhood Associations	"Infrequently Active" Neigh. Associations	Neighborhood Associations No Longer Meeting	Unknown Status of Neighborhood Association
<ul style="list-style-type: none"> <li>• Deerfield Hills</li> <li>• Park Hill</li> <li>• Rustic Hills</li> <li>• Soaring Eagles HOA</li> <li>• Georgetown Square HOA</li> <li>• Fountain and Chelton Partnership</li> </ul>	<ul style="list-style-type: none"> <li>• Crestline Heights HOA</li> <li>• Platte Avenue Business HOA</li> </ul>	<ul style="list-style-type: none"> <li>• Satellite Townhome Association</li> <li>• Bridlewood Bluffs HOA</li> </ul>	<ul style="list-style-type: none"> <li>• Pride of the Park</li> <li>• Pikes Peak Park HOA</li> <li>• Palmer Park South</li> </ul>	<ul style="list-style-type: none"> <li>• Silver Hawk at Hancock HOA</li> <li>• Mazatlan Circle Owners Association</li> <li>• Spring Lane HOA</li> <li>• Satellite Hotel HOA</li> <li>• Henry Park HOA</li> <li>• Wildflower Neighborhood</li> </ul>



Fountain and Chelton Partnership Rally- 2013



### *Community Measure 5: Total Population*

Population is an important indicator of the vitality of a community. Businesses and services need a healthy population size to be sustainable. The Academy Boulevard Corridor has grown at a very slow pace over the past decade, which is a positive when compared to other communities in the City's core that have declined due to factors including aging in place. The corridor is gaining population (63,953 in 2000 to 64,142 in 2010, and 66,078 in 2013), (Data extracted from ESRI Business Analyst Online for 2013, and are subject to estimation error.)

## Total Planning Area Population- Year 2000 to Present

Year	Population
2000	63,953
2010	64,142
2013	66,078

Notes: All figures are derived from ESRI Business Analyst Online, with 2000 and 2010 being based on actual complete Census counts and the 2013 figure estimated from sample data and modeling. There are minor differences from prior year's cited reports, presumably due to the ESRI product.

### Support and Implementation Measures

Some of the barriers and opportunities for the successful implementation of the Great Streets Plan's vision are political in nature. The *Support and Implementation Measures* focus is on the different scales of government and their abilities to influence the vision of the plan.



**Atlas Charter School.** Large new charter school to occupy vacant General Dynamics building SE of Fountain Boulevard and Academy. (Photo taken April 2013)



*Support and Implementation Measure 1: Local Government Policies, Regulations, and Initiatives*

The City of Colorado Springs and El Paso County (along with School Districts No. 2 and No. 11) are the local governments that primarily influence the *Academy Boulevard Corridor Great Streets Plan*. The County is not as involved given the location of the corridor within the City. Although there have been few changes to relevant City policies, regulations or plans since the adoption of the Great Streets Plan, there are options being considered on a going forward basis. These include potential outcomes of the City's infill initiatives, the Mayor's Economic Opportunity Zones (EOZs) Solutions Teams, the Mayor's and City Council's Strategic Plans, and the newly initiated City Comprehensive Plan update process.

Possibilities for a "pilot primary employment" project within the Planning Area are also being considered. This effort could involve identification of a donated site for a primary employment use combined with the strategic use of targeted public infrastructure investments and tax-related incentives.

(Data gathered from Planning Department staff observations)



### *Support and Implementation Measure 2: State and Federal Government Grants*

There are a number of Federal grants available for urban and infrastructure development. In 2013, the City obtained a \$100,000 grant from Kaiser Permanente related to active lifestyle enhancement. This provides bicycle-related improvements for community centers including Deerfield. A \$30,000 grant from Trust for Public Lands has also been approved for installing fitness centers at the Deerfield and Meadows Park Centers, with the work to occur in 2014.

(Data gathered by Planning Department staff communication with other City departments)



## Fountain and Helton Partnership

Non-Profit Corporation

Connecting Neighbors  
Building Community  
Sharing Information  
Promoting Civic Involvement

Logo for Fountain and Helton Partnership



Deerfield Hills Sprayground; 2013

### *What's Next for the Support and Implementation Measures?*

A total of more than 50 million dollars of transportation-related public funding has been allocated or is anticipated for projects in the planning area. This includes over \$30 million for roadway revitalization projects identified in the Pikes Peak Area Council of Governments (PPACG) Fiscally Constrained 2035 Transportation Plan. There likely will be some additional funding available from pools for smaller projects such as signal improvements, trails and sidewalks. PPACG projects need to compete regionally in order to be shifted from this approximately 25-year long range plan to the nearer term six-year Transportation Improvement Program (TIP) budget. The City is in the process of identifying the highest priority project(s) for potential inclusion in the TIP. As noted earlier in the report the \$500,000 Academy Boulevard/ Hancock Expressway intersection Planning and Environmental Linkages (PEL) project is currently in process, Although another Academy Boulevard project could score very well, it is unlikely that any significant additional, TIP funding will be available to prioritize for other area projects until 2015 at the earliest.

The voter-approved Pikes Peak Rural Transportation Authority (PPRTA) Board- "A List" extension project lists include about \$20 million in specifically identified improvements in the corridor. These are primarily associated with fully reconstructing the highly deteriorated pavement sections that characterize much of Academy in the planning area. There are also significant funding pools available for smaller projects such as intersections and traffic signal upgrades. None of these new projects can start before 2015 and, planning area projects will need to compete with others on the City list for early year funding.



## Work Session Agenda Item

**Council Meeting Date:** March 24, 2014

**To:** President and Members of City Council

**cc:** Mayor Steve Bach

**From:** Councilmembers Don Knight, Helen Collins, Jill Gaebler

**Subject Title:** City Council Budget Committee Update

**Summary:** City Council's Budget Committee met on January 22 and February 11 & 27 to discuss a variety of issues affecting the 2015 Budget process. In attendance were Councilmembers Knight, Collins, and Gaebler, Budget Director Charae Moore and Council Administrator Eileen Gonzalez. Councilmember Knight will provide highlights of the discussions that took place during those meetings.

**Attachments (to follow):**

- City Council Budget Committee Meeting Notes
  - o January 22, 2014
  - o February 11 & 27, 2014



## Work Session Agenda Item

**Council Meeting Date:** March 24, 2014

**To:** President and Members of City Council

**cc:** Mayor Steve Bach

**From:** Councilmembers Jan Martin and Val Snider

**Subject Title:** Stormwater Task Force Update on Governance and Recommendations

**Summary:** Dave Munger, Interim Chair of the Stormwater Task Force, will provide Council with an update regarding new economic impact and financial analysis data, and a draft management recommendation from the group's governance team. He will also outline the group's next steps, and be available to answer questions.

**Attachments:**

- PowerPoint – Stormwater Citizens Advisory Group, March 17, 2014

# Stormwater Citizens Advisory Group

March 17, 2014



# Today's agenda

- Economic analysis
- Governance team draft management recommendation
- Group discussion and input



# Economic impact and financial analysis of options

Preliminary report prepared by  
Tom Zwirlein, PhD, and Fred Crowley, PhD  
Professors of Finance, College of Business  
University of Colorado Colorado Springs



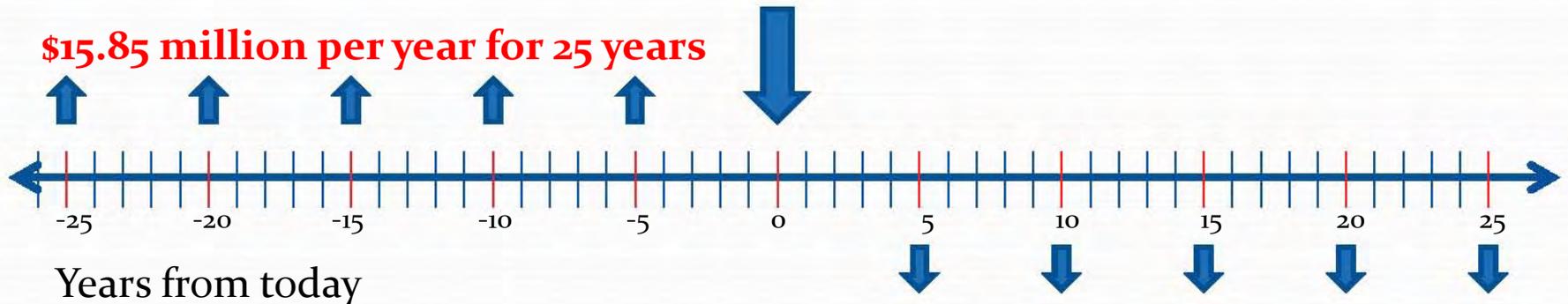
# The price of deferral (capital only)

Current estimate of  
necessary capital  
improvements:

**\$706.679 Million**

An equivalent annuity over  
25 years at 4.5 %

**\$15.85 million per year for 25 years**



**\$47.66 million per year for 25 years**

An equivalent annuity  
over 25 years at 4.5 %

# Objectives

- Prepare a long-range financing plan for stormwater capital needs
- Determine an appropriate level of annual funding to address capital backlog and annual operations and maintenance
- Evaluate a stormwater program's economic impact to the region

# Funding scenarios

8 scenarios considered thus far:

- Various timing for capital project completion
  - Address current backlog in 30 years or less
- Annual operations/maintenance addressed
- Various bonding options
- Pay-as-you-go

# Preliminary results

- Range of first-year revenue:
  - \$46 to \$55 million
  - \$13.9 million for operations and maintenance
- Estimated payment shares:

• Commercial/Industrial/Government	45%
• Single Family Residences	46%
• Not for Profit	9%

# How rates compare

## Preliminary results

Cost to the “average” single-family residence:

- \$100 to \$140 annually/  
\$8 - \$12 per month
- Most communities have been addressing stormwater needs for many years

Boulder	\$92.28 to \$138.48 + a mill levy
Fort Collins (7,000 sq.ft. lot size)	\$139.29
Longmont	\$156.60
Manitou Springs	\$132.00
Denver (2,750 sq.ft. imp) variable rates	\$88.55 + a mill levy
Aurora	\$97.92 per year + a mill levy
SEMSWA (Arapahoe County, impervious area schedule)	\$52.40 to \$266.42 + a mill levy

# Economic impact of funding program

- Future amounts adjusted for inflation
- Fiscal effects are limited to consumer sales taxes
- Costs for projects were allocated for engineering, construction, consultants and landscaping
- Commercial, government and non-profits experience pass-through costs
- Use tax for construction equipment is  $\approx 7\%$  of sales tax amount

# Economic impact of funding program

- Increase in jobs, income, GMP, output and sales taxes
  - 360 new, well-paying jobs
  - \$50 million increase in gross metropolitan product
- Lower insurance rates
- Improved critical community infrastructure
- Stable funding and well-maintained infrastructure to attract new businesses

# Economic analysis conclusions

- Critical to address this looming infrastructure need
- Further delays will make matters increasingly expensive
- Additional funding needed to address backlog
- Proposed fees are in line with other Front Range communities
- Net effect: safer community, improved infrastructure, opportunities for recreational development, new jobs
- At a minimum, any region must have a modern and well-maintained infrastructure to attract businesses

# Draft management proposal



# Selection criteria

- Address capital, operations and maintenance needs for stormwater on an ongoing basis
- Fulfill citizens' stated criteria
  - Dedicated, continuous funding
  - Regional
  - Approved by citizen vote
- Be legally defensible and equitable

# Selection criteria

- Governance team also considered:
  - Legal analysis
  - Economic analysis
  - Best practices around the state
  - Economic efficiencies
  - Joint city-county resolution



# Draft proposal tenets

## Structure:

- Regional authority
- Governed by a board of elected representatives from each participant
  - Colorado Springs majority
  - Super-majority vote required for budget decisions
- Intergovernmental agreements will form the authority and guide its operations
- Funds to be spent within area collected over a 5-year rolling average
  - Exceptions: Regional projects and emergency allocation

# Draft proposal tenets

## Funding:

- Fee based on impervious surface
  - Taxable and non-taxable organizations included
  - Commercial, nonprofit and government caps
- Funds dedicated to stormwater in 5 categories: capital, O&M, emergency, planning and administration
- Funds collected on county property tax bill
- Fee range for average single-family residence:  
\$8 - \$12/month
- Continue authority members' current stormwater funding

# Draft proposal tenets

## Scope:

- Fountain Creek Watershed within El Paso County
- Project list will include high-priority projects; criteria for determining future projects
- Master planning process
- Minimal staff and overhead
- Use private, local contractors to maximize economic impacts
- PPRTA / SEMSWA hybrid structure



# Next steps

- Joint City Council – County Commission meeting
  - March 26, 8 a.m.
- Focus groups with industry sectors
- Public input and proposal vetting
- Draft and negotiate intergovernmental agreements
- Public opinion polling



## Work Session Agenda Item

**Council Meeting Date:** March 24, 2014

**To:** President and Members of City Council

**Cc:** Mayor Steve Bach

**FROM:** Donna Nelson, Economic Vitality Specialist  
Julie Smith, Senior Communications Specialist

**Subject Title:** City of Ancient Olympia, Greece – Sister City Proposal

**Summary:** The City of Colorado Springs and the City of Ancient Olympia, Greece are pursuing a Sister City relationship. A delegation from Olympia will be in Colorado Springs from April 6 – 9, 2014 with the intention of signing the official Sister City agreement at that time. Based on the history and Olympic connections between Ancient Olympia and Colorado Springs, the main pillars of cooperation between the two cities will be 1) Academics, 2) Olympism and 3) Tourism.

Academic – Potential activities include academic programs at the University of Colorado Colorado Springs and Colorado College endorsed by the International Olympic Academy, student exchange programs and international promotions of these programs to increase the number of international students in Colorado Springs.

Olympic - Potential activities include a unique opportunity to host a series of artifacts from the Ancient Olympic Games, joint promotional efforts around Olympic theme projects such as replicating an Ancient Olympic site/park in Colorado Springs, and promoting Colorado Springs internationally as an ideal location for young professionals to start their career in sports.

Tourism – Potential activities include joint international marketing campaigns promoting Colorado Springs as a top academic, medical and Olympic training destination, and hosting annual conferences and events to attract an Olympic-minded audience from around the world.

**Previous Council Action:** City Council assigned Council Members Jill Gaebler and Andy Pico to assist with the initiative to become Sister Cities with the City of Ancient Olympia, Greece.

**Background:** Colorado Springs currently has six sister cities: Bankstown, Australia; Bishkek, Kyrgyzstan; Fujiyoshida, Japan; Kaohsiung, Taiwan; Nuevo Casas Grandes, Mexico; and Smolensk, Russia. Colorado Springs Sister Cities International (CSSCI) is the official Sister City organization for the City of Colorado Springs. All sister cities activities are coordinated through CSSCI with assistance from representatives the Mayor's Office. Sister Cities now falls under the Spirit of the Springs staff in order to support this initiative and help sustain and enhance all of our Sister City relationships.

Ancient Olympia is the birthplace of the Olympic Games more than 2,700 years ago. Currently, the city hosts the torch lighting Ceremony of the Modern Olympic Games every 2 years and is the home of the International Olympic Academy (IOA). The IOA is the academic arm of the International Olympic Committee and works to promote Olympic ideals throughout the world. Ancient Olympia numbers approximately 14,000 residents and receives about 2 million visitors a year.

Colorado Springs is home to the United States Olympic Committee, 22 National Governing Bodies of Olympic and Paralympic Sport, and the world's finest high altitude Olympic Training Center. Becoming sister cities with Ancient Olympia, Greece can enhance the unique relationship our community has with the modern Olympic movement.

**Financial Implications:** None anticipated.

**Stakeholder Process:** The proposal has the support of Colorado Springs Sister Cities International, the United States Olympic Committee, the University of Colorado Colorado Springs, Colorado College, the Colorado Springs Convention and Visitors Bureau, and Downtown Partnership.

**Recommendation:** Approve the Sister City relationship between the City of Ancient Olympia, Greece and the City of Colorado Springs at the April 8 Regular Council Meeting.

c: Dan Hannaway, President of Colorado Springs Sister Cities International  
Harris Kalofonos, International Consultant, International Olympic Academy

**Attachments:**

- Resolution
- PowerPoint Presentation
- April Delegate Visit Itinerary

**A RESOLUTION APPROVING THE CITY OF ANCIENT OLYMPIA, GREECE AS A SISTER CITY OF THE CITY OF COLORADO SPRINGS, COLORADO, USA**

WHEREAS, Colorado Springs' willingness to expand globally has resulted in the creation of six sister city relationships throughout the world for the purpose of promoting good will and understanding between the people of different nationalities; and

WHEREAS, representatives of the City of Ancient Olympia, Greece have indicated a desire to become a sister city of the City of Colorado Springs; and

WHEREAS, the cities of Ancient Olympia, Greece and Colorado Springs, Colorado, USA share similar goals of international cooperation, mutual prosperity, respect for education, and world peace; and

WHEREAS, Ancient Olympia is the birthplace of the Olympic Games more than 2,700 years ago and is now home to the International Olympic Academy; and

WHEREAS, no place outside of Greece plays as distinctive a role in the modern Olympic tradition as does Colorado Springs, home to the United States Olympic Committee and 22 National Governing Bodies of Olympic and Paralympic sports; and

WHEREAS, the concept of Colorado Springs and Ancient Olympia as sister cities has engendered a great deal of support from the community at large, educational institutions, and the amateur sports community; and

WHEREAS, Colorado Springs Sister Cities International will assume all responsibilities for the administration of this sister city relationship; and

WHEREAS, the City of Colorado Springs believes that there are great and lasting cultural, educational, governmental, and business-related benefits to be derived from the adoption of a sister city relationship with Ancient Olympia, Greece.

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

Section 1. The City of Ancient Olympia, Greece is hereby adopted as the seventh sister city of Colorado Springs.

Section 2. Colorado Springs Sister Cities International is authorized to administer this sister city relationship and ensure that all procedural requirements are met.

Dated at Colorado Springs, Colorado, this \_\_\_\_ day of April, 2014.

---

Keith King, Council President

ATTEST:

---

Sarah B. Johnson, City Clerk

**Delegation from Ancient Olympia, Greece  
April 6 – 9, 2014**

**Visiting Delegates:**

Aristideis Panagiotopoulos, Vice Mayor  
Isidoros Kouvelos, President of the International Olympic Academy  
Dr. Dionyssi S. Gangas, Director of the International Olympic Academy

**Itinerary:**

April 6

Arrive COS

April 7

- Meeting with University of Colorado Colorado Springs Chancellor
- Tour of the Olympic Training Center and Lunch in the OTC Dining Hall
- Meeting with Colorado College President and Colorado Springs School

April 8

- Meeting with United States Olympic Committee Young Professionals
- Meeting with Colorado Springs Sister Cities International
- City Council Meeting
- Reception at El Pomar

April 9

- Meeting with the Downtown Partnership and Convention and Visitors Bureau
- Depart

# Sister City Proposal: Ancient Olympia, Greece

March 24, 2014

# Colorado Springs Sister Cities

Currently, six sister cities: (By order of adoption)

- Fujiyoshida, Japan 1962
- Kaohsiung, Taiwan 1983
- Smolensk, Russia 1993
- Bishkek, Kyrgyzstan 1994
- Nuevo Casas Grandes 1996
- Bankstown, Australia 1999

All activities coordinated through Colorado Springs Sister Cities International (CSSCI)

# Ancient Olympia, Greece

- Birthplace of the Olympic Games, 776 BC
- Torch lighting ceremony of the Modern Olympic Games every 2 years
- Home of the International Olympic Academy



Singapore 2010 Youth Olympic Games  
<http://creativecommons.org/licenses/by-nc/2.0/>



Ronny Siegel <http://creativecommons.org/licenses/by/2.0/>

# Colorado Springs, CO, USA

- Proud Home of the United States Olympic Committee
- 22 National Governing Bodies of Olympic and Paralympic Sport
- World's finest high altitude Olympic Training Center



[www.teamusa.org](http://www.teamusa.org)



David Shankbone - <http://blog.shankbone.org/>

# Areas of Cooperation

- Academics
- Olympism
- Tourism

# Academics

## **POSSIBILITIES**

- Academic programs at UCCS and CC endorsed by the International Olympic Academy
  - History of the Olympic Movement
  - Event Management and Marketing of the modern Olympic Games
- Exchange programs for local students to visit the IOA
- IOA promotion of local programs to increase the number of international students attending UCCS and CC

# Olympism

## **POSSIBILITIES**

- Ancient Artifacts
  - Future US Olympic Museum could host a series of Ancient artifacts from the Ancient Olympic Games
- Joint Olympic-theme Projects and Promotions
  - Replicating an Ancient Olympic Site/Park in Colorado Springs
  - Promoting Colorado Springs as an ideal location for young professionals to start their careers in sports
- Many areas of potential with the Olympic connection

# Tourism

## POSSIBILITIES

- Joint International Marketing Campaigns
  - Promoting Colorado Springs as a top academic, medical and Olympic training destination
- Annual conferences and events in coordination with Ancient Olympia and the IOA
  - TED Talks or Olympic Sponsor business meetings and retreats
  - Attracting people and corporations from around the world to Colorado Springs

Possibilities are endless...

# Olympia Delegation Visit

- Vice Mayor of Ancient Olympia, Greece
- President and Director of the International Olympic Academy (IOA)
- Itinerary includes meetings with:
  - United States Olympic Committee
  - University of Colorado Colorado Springs
  - Colorado College
  - Colorado Springs School
  - Convention and Visitors Bureau
  - Downtown Partnership
  - El Pomar reception



**Work Session Agenda Item**

**Council Meeting Date:** March 24, 2014

**To:** President and Members of City Council

**cc:** Mayor Steve Bach

**Via:** Steve Cox, Chief of Staff/Chief Administrative Officer

**From:** Dave Lethbridge, Interim Public Works Director  
Tim Mitros, Engineering Development Review and Stormwater Manager

**Subject Title:**

**A RESOLUTION ACKNOWLEDGING A LAND DONATION OF A 1.65-ACRE PARCEL NEAR COWPOKE ROAD FROM DAVID D. JENKINS TO THE CITY OF COLORADO SPRINGS**

**Summary:** The property owner, David D. Jenkins, has requested that the City accept a land donation of approximately 1.65 acres in-fee simple interest (Property) which is located and traverses along a portion of the most southerly boundary line of the owner's parcel of land (TSN 5200000357, 235.23 acres) and formerly known as Cowpoke extension. Please see attached Exhibit A, the legal description of the Property being donated, and Exhibit B, an aerial view of the Property.

**Previous Council Action:** None.

**Background:** The proposed donated Property has been used as a private roadway which serves the owner's parcel of land as well as east/west rural access off the end of the developed public Cowpoke Road for rural properties to the west.

When the owner's parcel of land, approximately 235.23 acres, was annexed into the City of Colorado Springs, as part of the Briargate Addition No. 5 in 1982, and the proposed donated Property was reconfigured in 2006 and 2007 by Platting of Cumbre Vista Subdivision Nos. 1 and 2, and the 2009 Plat for Cowpoke Road filing No. 1, these segmented previously approved projects resulted in separating the proposed donated Property from the end of platted public Cowpoke Road, and consequently affected continued access to the rural properties to the west.

Mr. Jenkins desires to donate the Property to the City of Colorado Springs as a donation for tax purposes. Pursuant to §4.4 of the City of Colorado Springs Procedure Manual for the Acquisition and Disposition of Real Property Interests, "A donation cannot be accepted by the City until the City Council passes a resolution authorizing the acceptance of this donation."

**Financial Implications:** The Property will be donated at no charge to the City. The City will pay for the costs to close at the title company. Less than \$1.00 of annual property tax revenue will be lost to the City as a consequence of this donation.

**Board/Commission Recommendation:** None

**Stakeholder Process:** None

**Alternatives:** City Council could decline to adopt the resolution.

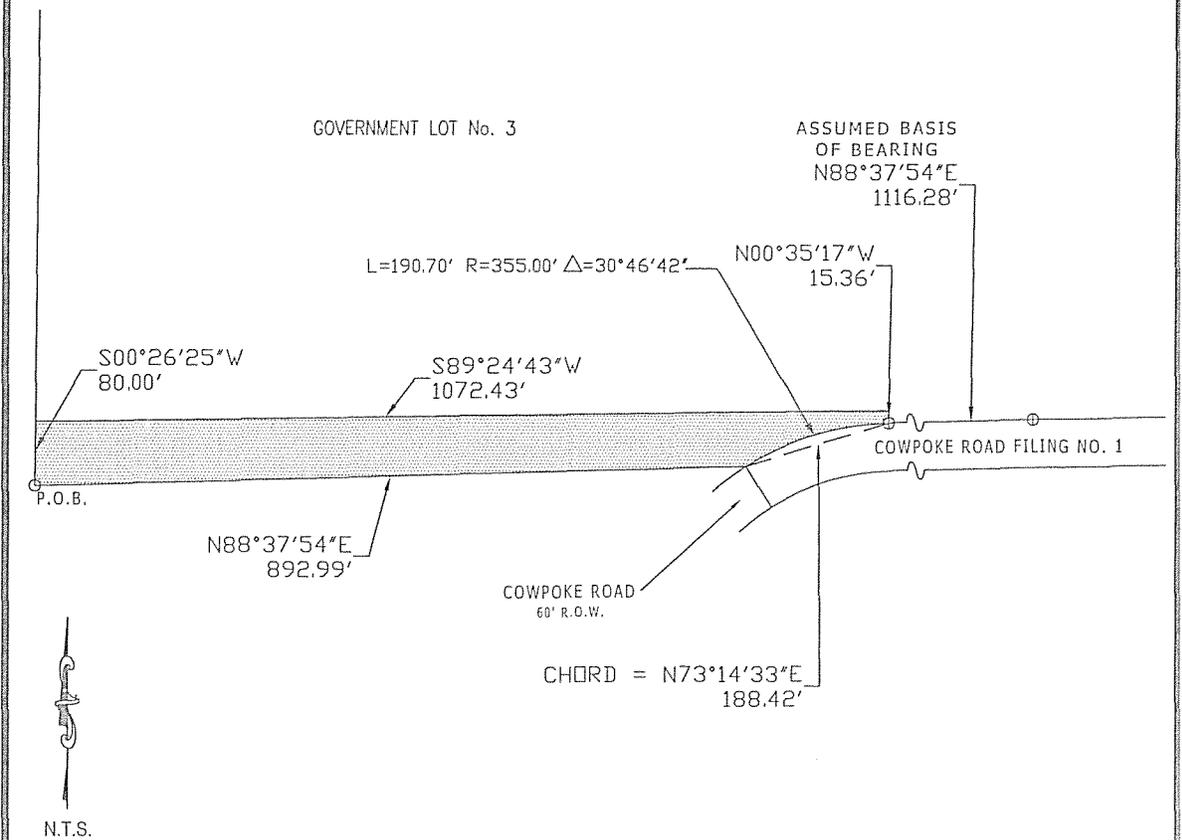
**Recommendation:** Staff recommends approval of the resolution acknowledging and accepting land donation of 1.65 acres.

c: Stuart King, CIP Manager

**Attachments:** (examples below)

- Exhibits A and B
- PowerPoint Presentation

# EXHIBIT A

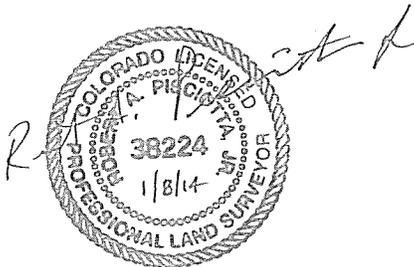


A parcel of land in the South 1/2 of Government lot 3 in Section 6, Township 13 South, Range 65 West of the 6th P.M., in El Paso County, Colorado, more particularly described as follows;

Beginning at the Southwest corner of government lot 3 in said section 6 ; Thence N88°37'54"E (all bearings in this legal description are relative to the North line of the westerly portion of Cowpoke Road Filing No. 1 a subdivision recorded at reception no. 209712921 of the records filed in the office of the County Clerk and Recorder, El Paso County ,Colorado, said line as monumented at each end with a found 1 1/2" aluminum cap stamped "MATRIX P.L.S. 34977" is assumed to bear N88°37'54"E) on the South line of said lot 3 a distance of 892.99 feet to the most westerly corner of said Cowpoke Road Filing No. 1; thence northeasterly on a non tangent curve to the right and coincident with the north line of said Cowpoke Road Filing No. 1 said curve having a radius of 355.00 feet, a central angle of 30°46'42" an arc distance of 190.70 feet, the chord bearing N73°14'33"E a distance of 188.42 feet; thence N00°35'17"W a distance of 15.36 feet; thence S89°24'43"W a distance of 1072.43 feet to a point on the west boundary line of said lot 3; thence S00°26'25"W and coincident with said west line a distance of 80.00 feet to the point of beginning.

Said parcel containing an area of 71,856 square feet, more or less.

This legal description was prepared for and on behalf of The City of Colorado Springs by Robert A. Pisciotta Jr., Colorado P.L.S. 38224 Suite 402 30 S. Nevada Ave. Colorado Springs, CO. 719-385-5545



 CITY OF COLORADO SPRINGS	
Northwest 1/4 of Section 6, Township 13 South, Range 65 West of the 6th P.M.	
Drawn By: <u>R. Kotwica</u>	Date: <u>JANUARY 7, 2014</u>
Job Number: <u>2013057</u>	

This map does not represent a monumented survey and is only intended to illustrate the attached parcel description.

**EXHIBIT B**

TSN 520000046

TSN 520000357

TSN 530600002

**1.65-ACRE DONATION AREA**

Cowpoke Rd, Colorado Springs, CO





## Work Session Agenda Item

**Council Meeting Date:** March 24, 2014

**To:** President and Members of City Council

**cc:** Mayor Steve Bach

**Via:** Steve Cox, Chief of Staff/Chief Administrative Officer

**From:** Dave Lethbridge, Interim Public Works Director  
Tim Mitros, Engineering Development Review and Stormwater Manager

**Subject Title:**

A RESOLUTION APPROVING AND AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF COLORADO SPRINGS AND THE COLORADO DEPARTMENT OF PUBLIC SAFETY DIVISION OF HOMELAND SECURITY AND EMERGENCY MANAGEMENT FOR THE NRCS FLOOD EXIGENT GRANT PROJECT NRCS-EWP 14NRC14CS

**Summary:**

Acceptance of this grant will provide funding to perform exigent actions to stabilize and/or restore stream banks and prevent future flooding and erosion to private properties impacted by the September 2013 floods within the City of Colorado Springs.

Approval of the attached resolution will

Authorize the Mayor to execute and administer the Intergovernmental Agreement (IGA). Any amendment that would increase or decrease the amount of the grant or expand or decrease the project scope must be approved by City Council Resolution; and,

Authorize the Finance to move \$935,946 to this grant.

The funding source is federal funds received from the Colorado Department Public Safety Division of Homeland Security and Emergency Management (CDEM) in the amount of \$638,145, state funds received from the Colorado Department Public Safety Division of Homeland Security and Emergency Management (CDEM) in the amount of \$106,357.50 and previously budgeted local funds and in-kind match in the amount of \$106,357.50.

**Previous Council Action:**

City Council passed ordinance 13-77 (2014 appropriation ordinance) which authorized the 2014 budget.

**Background:**

The flooding experienced in September 2013 impacted stream banks along Camp Creek, Douglas Creek and Cheyenne Creek in Colorado Springs. The National Resources Conservation Service (NRCS) has

authorized the Colorado Department of Homeland Security and Emergency Management (CDEM) to provide federal funding to perform exigent actions to stabilize and/or restore stream banks and prevent future flooding and erosion to private properties impacted by the September 2013 floods within the City of Colorado Springs.

**Financial Implications:**

Per Ordinance 13-77 (2014 Appropriation Ordinance), \$30,000,000 was appropriated for anticipated grants to be awarded in 2014. With approval of this Resolution, the Finance Department will move \$935,946 from the \$30,000,000 approved budget to this grant.

**Board/Commission Recommendation:**

N/A

**Stakeholder Process:**

N/A

**Alternatives:**

City Council has the following alternatives related to this issue

1. City Council could approve the resolution.
2. City Council could modify the resolution.
3. City Council could decline to approve the resolution.

**Recommendation:**

Staff recommends approval of the attached resolution approving and authorizing the IGA, authorizing the Mayor to execute and administer the IGA and directing Finance to move \$935,946 to this grant project.

c: Sheri Landeck, Senior Grants Analyst

**Attachments:**

- Resolution
- IGA

**RESOLUTION NO. \_\_\_\_\_ - 14**

A RESOLUTION APPROVING AND AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF COLORADO SPRINGS AND THE COLORADO DEPARTMENT OF PUBLIC SAFETY DIVISION OF HOMELAND SECURITY AND EMERGENCY MANAGEMENT FOR THE NRCS FLOOD EXIGENT GRANT PROJECT NRCS-EWP 14NRC14CS

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

Section 1: The City Council finds that the funding for the NRCS Flood Exigent Grant Project provided by the Colorado Department of Public Safety Division of Homeland Security and Emergency Management (CDEM) is in the best interest of the City of Colorado Springs for the health, safety and welfare of its residents.

Section 2: Pursuant to the Colorado Revised Statutes 29-1-203, the City Council has the authority to approve the Intergovernmental Agreement (IGA) between CDEM and the City of Colorado Springs to ensure receipt of CDEM NRCS flood exigent project funding.

Section 3: The IGA between CDEM and the City of Colorado Springs must be approved and fully executed for the following amount:

<u>NRCS-EWP 14NRC14CS</u>	
City Project Number:	TBD
CDEM Project Number:	NRCS-EWP 14NRC14CS
Funding:	\$935,946

Section 4: The City Council passed ordinance 13-77 (2014 Appropriation Ordinance) which authorized appropriation of \$30,000,000.00 for anticipated grants to be awarded in 2014.

Section 5: Upon receipt of a fully executed IGA between CDEM and the City of Colorado Springs, Finance will move the funds shown above from the \$30,000,000.00 approved budget to this grant project.

Section 6: On behalf of the City, the Mayor is hereby authorized to execute and administer the IGA. Any amendment that would increase or decrease the amount of the grant or expand or decrease the project scope must be approved by City Council Resolution.

Dated at Colorado Springs, Colorado, this \_\_\_\_\_ day of \_\_\_\_\_ 2014.

\_\_\_\_\_  
Keith King, Council President

ATTEST: \_\_\_\_\_  
City Clerk

**GRANT AGREEMENT**

**Between the**

**STATE OF COLORADO  
DEPARTMENT OF PUBLIC SAFETY  
DIVISION OF HOMELAND SECURITY AND EMERGENCY  
MANAGEMENT**

**And the**

**CITY OF COLORADO SPRINGS**

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## 1. PARTIES

This Agreement (hereinafter called "Grant") is entered into by and between the CITY OF COLORADO SPRINGS (hereinafter called "Grantee"), and the STATE OF COLORADO acting by and through the Department of Public safety, Division of Homeland Security and Emergency Management (hereinafter called the "State").

## 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. (*Check options below if appropriate*):

- A.  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.
- B.  Provided, however, that all Project costs specifically authorized in the NATURAL RESOURCES CONSERVATION SERVICE Notice of Award that have been incurred after SEPTEMBER 24, 2013 but prior to the Effective Date may be submitted for reimbursement from Federal Funds, as provided in §7(B)(v) below.
- C.  Provided, however, that all or some of the costs or expenses incurred by Grantee prior to the Effective Date which have been or will be paid from Matching Funds, if such costs or expenses are properly documented as eligible expenses in 33 U.S.C. 701B1 AND 16 U.S.C. 2203-2205, may be reimbursed from such Matching Funds, as provided in §7(B)(v) below.

## 3. RECITALS

### A. Authority, Appropriation, and Approval

Authority to enter into this Grant exists in CRS §24-1-128.6, funds have been budgeted, appropriated and otherwise made available pursuant to said statute and 33 U.S.C. 701B1 AND 16 U.S.C. 2203-2205; and a sufficient unencumbered balance 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

Grant funds are hereby made available for the purpose of enhancing Homeland Security and Emergency Management related Prevention, Protection, Mitigation, Response and Recovery capabilities throughout the State, as more specifically described in the Statement of Work, attached as **Exhibit B**.

### 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 B**.

### B. Evaluation

"Evaluation" means the process of examining Grantee's Work and rating it based on criteria established in **§8** and **Exhibit B**.

### C. Exhibits and Other Attachments

The following are attached hereto and incorporated by reference herein:

- i. Exhibit A (Applicable Federal Laws).
- ii. Exhibit B (Statement of Work - Reporting and Administrative Requirements - Budget).
- iii. Exhibit C (Federal Funding Accountability and Transparency Act of 2006 – FFATA).
- iv. Form 1 (Grant Change Letter).

### D. Federal Funds

“Federal Funds” means the funds provided by NATURAL RESOURCES CONSERVATION SERVICE to fund performance of the Work, which may be used to reimburse Pre-award Costs, if authorized in this Grant.

**E. Goods**

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

**F. Grant**

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

**G. Grant Funds**

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

**H. Matching Funds**

“Matching Funds” means funds provided by the Grantee for performance of the Work, which may be either cash or in-kind funds, as permitted and specified in **Exhibit B**. Matching Funds cannot include any Federal Funds, and State Matching Funds may not be used to reimburse Pre-award Costs, unless authorized in this Grant.

**I. Party or Parties**

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

**J. Pre-award Costs**

“Pre-award Costs,” when applicable, means the costs incurred or performance of Work by Grantee or Sub-grantees prior to the Effective Date of this Grant. Such costs shall have been detailed in Grantee’s grant application and specifically authorized by the State and identified in the Statement of Work, attached hereto as **Exhibit B**.

**K. Program**

“Program” means the grant program, as specified on the first page, which provides funding for this Grant.

**L. Project**

“Project” means the total project, as specified on the first page, which is the purpose of the Work described in **Exhibit B**.

**M. 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 B**.

**N. Services**

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

**O. Sub-grantee**

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

**P. Work**

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

**Q. Work Product**

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

**5. TERM and EARLY TERMINATION**

**A. Initial Term**

Unless otherwise permitted in §2 above, the Parties respective performances under this Grant shall commence on the Effective Date. This Grant shall terminate on **July 4, 2014** 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.

## **6. STATEMENT OF WORK**

### **A. Completion**

Grantee shall complete the Work and its other obligations as described herein and in **Exhibit B**. 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, except as expressly permitted in this Grant.

### **B. Goods and Services**

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

### **C. Employees**

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

## **7. PAYMENTS TO GRANTEE**

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

### **A. Maximum Amount**

The maximum amount payable under this Grant to Grantee by the State is \$935,946, as determined by the State from available funds. Payments to Grantee are limited to the unpaid obligated balance of the Grant as set forth in **Exhibit B**.

### **B. Payment**

#### **i. Advance, Interim and Final Payments**

Any advance payment allowed under this Grant or in **Exhibit B** shall comply with State Fiscal Rules and be made in accordance with the provisions of this Grant or such Exhibit. Grantee shall initiate any payment requests by submitting invoices or reimbursement requests (referred to as "invoices" herein) to the State in the form and manner set forth and approved by the State. If permitted by the federal Program, the State may pay certain eligible, Pre-award Costs incurred within the applicable federal grant period from Federal Funds or Matching Funds.

#### **ii. Interest**

The State shall fully pay each invoice within 45 days of receipt thereof if the amount represents performance by Grantee previously accepted by the State. The State shall not pay interest on Grantee invoices.

#### **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 or Matching 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, Federal Funds or Matching Funds are not fully appropriated, or otherwise become unavailable for this Grant, the State may 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 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 party other than the State.

**v. Retroactive Payments**

The State shall pay Pre-award Costs only if (1) the NATURAL RESOURCES CONSERVATION SERVICE 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 application, authorized by the State and incorporated in the Budget for the Work described in **Exhibit B**. 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 so identified in the Budget. Grantee may request budget modifications by submitting a written Grant Change Request to the State. In response to such requests, the State may, in its sole discretion, agree to modify, adjust, and revise the Budget, delivery dates, and the goals and objectives for the Work, and make such other modifications that do not change the total amount of the Budget.

**D. Matching Funds**

If applicable, Grantee shall provide Matching Funds as provided in **Exhibit B**.

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

**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 Department of Public Safety.

**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.

**9. GRANTEE RECORDS**

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

**A. Maintenance**

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

audit is occurring, or Grantee has received notice that an audit is pending, then until such audit has been completed and its findings have been resolved (the "Record Retention Period").

**B. Inspection**

Grantee shall permit the State, the federal government and any other duly authorized agent of a governmental agency to audit, inspect, examine, excerpt, copy and/or transcribe Grantee's records related to this Grant during the Record Retention Period as set forth in §9(A), 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 comply with all laws and regulations concerning confidentiality of information. Any request or demand by a third party for State records and information in the possession of Grantee shall be immediately forwarded to the State's principal representative.

**B. Notification**

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

**C. Use, Security, and Retention**

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

**D. Disclosure-Liability**

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

## **11. CONFLICTS OF INTEREST**

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

## **12. REPRESENTATIONS AND WARRANTIES**

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

### **A. Standard and Manner of Performance**

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

### **B. Legal Authority – Grantee and Grantee's Signatory**

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

### **C. Licenses, Permits, Etc.**

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

## **13. INSURANCE**

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

### **A. Grantee**

#### **i. Public Entities**

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

**ii. Non-Public Entities**

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

**B. Grantees and Sub-Grantees**

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

**i. Worker's Compensation**

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

**ii. General Liability**

Commercial General Liability Insurance written on ISO occurrence form CG 00 01 10/93 or equivalent, covering premises operations, fire damage, independent contractors, products and completed operations, blanket Grantual 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, Sub-grantee 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**

Grantee and the State shall be named as additional insured on the Commercial General Liability and Automobile 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 Sub-grantees shall be primary over any insurance or self-insurance program carried by Grantee or the State.

**vi. Cancellation**

The above insurance policies shall include provisions preventing cancellation or non-renewal without at least 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 Sub-grantees as required herein shall include clauses stating that each carrier shall waive all rights of recovery, under subrogation or otherwise, against Grantee or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

**C. Certificates**

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

**14. BREACH**

**A. Defined**

In addition to any breaches specified in other sections of this Grant, the failure of either Party to perform any of its material obligations hereunder in whole or in part or in a timely or satisfactory manner,

constitutes a breach. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Grantee, or the appointment of a receiver or similar officer for Grantee or any of its property, which is not vacated or fully stayed within 20 days after the institution or occurrence thereof, shall also constitute a breach.

**B. Notice and Cure Period**

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

**15. REMEDIES**

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

**A. Termination for Cause and/or Breach**

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

**i. Obligations and Rights**

To the extent specified in any termination notice, Grantee shall not incur further obligations or render further performance hereunder past the effective date of such notice, and shall terminate outstanding orders and sub-grants/contracts 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 sub-grants/contracts. 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, at its sole discretion, may exercise one or more of the following remedies in addition to other remedies available to it:

### **i. Suspend Performance**

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

### **ii. Withhold Payment**

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

### **iii. Deny Payment**

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

### **iv. Removal**

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

### **v. Intellectual Property**

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

## **16. NOTICES and REPRESENTATIVES**

Each individual identified below is the principal representative of the designating Party. All notices required to be given hereunder shall be hand delivered with receipt required or sent by certified or registered mail to such Party's principal representative at the address set forth below. In addition to, but not in lieu of a hard-copy

notice, notice also may be sent by e-mail to the e-mail addresses, if any, set forth below. Either Party may from time to time designate by written notice substitute addresses or persons to whom such notices shall be sent. Unless otherwise provided herein, all notices shall be effective upon receipt.

**A. State:**

Kevin R. Klein, Director
Department of Public Safety, Division of Homeland Security and Emergency Management
690 Kipling Street, Suite 2000
Denver, CO 80215
Kevin.Klein@cdps.state.co.us

**B. Grantee:**

Tim Mitros, Development Review/Stormwater Manager
Public Works, Engineering
30 S. Nevada Avenue
Colorado Springs, CO 80901
tmitros@springsgov.com

**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 exclusive property of the State and, all Work Product shall be delivered to the State by Grantee upon request. The State's rights in such Work Product shall include, but not be limited to, the right to copy, publish, display, transfer, and prepare derivative works. Grantee shall not use, willingly allow, cause or permit such Work Product to be used for any purpose other than the performance of Grantee's obligations hereunder without the prior written consent of the State.

**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 and the Grantee, their respective departments, institutions, agencies, boards, officials, and employees is controlled and limited by the provisions of the Governmental Immunity Act and the risk management statutes, CRS §24-30-1501, et seq., as amended.

**19. STATEWIDE CONTRACT MANAGEMENT SYSTEM**

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

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

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

Should the final performance Evaluation and Review determine that Grantee demonstrated a gross failure to meet the performance measures established hereunder, the Executive Director of the Colorado Department of Personnel and Administration (Executive Director), upon request by the Division of Homeland Security and Emergency Management, 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 sub-grantees approved by Grantee or the State are subject to all of the provisions hereof. Grantee shall be solely responsible for all aspects of 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 affect whatsoever, unless embodied herein.

### **F. Indemnification-General**

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

### **G. Jurisdiction and Venue**

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

### **H. List of Selected Applicable Laws**

Grantee at all times during the performance of this Grant shall comply with all applicable Federal and State laws and their implementing regulations, currently in existence and as hereafter amended, including without limitation those set forth on **Exhibit A**, Applicable Laws, attached hereto, which laws and regulations are incorporated herein and made part hereof. Grantee also shall require compliance with such laws and regulations by subgrantees under subgrants permitted by this Grant.

### **I. Modification**

#### **i. By the Parties**

Except as specifically provided in this Grant, modifications hereof shall not be effective unless agreed to in writing by the Parties in an amendment hereto, 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 MODIFICATION 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.

**iii. Grant Change Letter**

The State may increase or decrease Grant Funds available under this Grant using a Grant Change Letter substantially equivalent to attached **Form 1**. The provisions of the Grant Change Letter shall become part of and be incorporated into this Grant agreement. The Grant Change Letter is not valid until it has been approved by the State Controller or designee.

**J. Order of Precedence**

The provisions of this Grant shall govern the relationship of the State and Grantee. 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 C (Federal Funding Accountability and Transparency Act)
- ii.** Colorado Special Provisions
- iii.** The provisions of the main body of this Grant
- iv.** Exhibit A (Applicable Federal Laws)
- v.** Exhibit B (Statement of Work)

**K. 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.

**L. 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.

**M. 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.

**N. 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.

**O. 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.

**P. 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**

The 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 Grantee and not as an employee. Neither Grantee nor any agent or employee of Grantee shall be deemed to be an agent or employee of the State. Grantee and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Grantee or any of its agents or employees. Unemployment insurance benefits shall be available to Grantee and its employees and agents only if such coverage is made available by Grantee or a third party. Grantee shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Grant. Grantee shall not have authorization, express or implied, to bind the State to any Grant, 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 contact 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. 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 Grant with an illegal alien who shall perform work under this Grant and shall confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Grant, through participation in the E-Verify Program or the State program established pursuant to CRS §8-17.5-102(5)(c), Grantee shall not knowingly employ or Grant with an illegal alien to perform work under this Grant or enter into a Grant with a Sub-grantee that fails to certify to Grantee that the Sub-grantee shall not knowingly employ or Grant with an illegal alien to perform work under this Grant. Grantee (a) shall not use E-Verify Program or State program procedures to undertake pre-employment screening of job applicants while this Grant is being performed, (b) shall notify the Sub-grantee and the Granting State agency within three days if Grantee has actual knowledge that a Sub-grantee is employing or Granting with an illegal alien for work under this Grant, (c) shall terminate the subGrant if a Sub-grantee does not stop employing or Granting 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.

**THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK**

**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.**

<p style="text-align: center;"><b>GRANTEE</b> <b>THE CITY OF COLORADO SPRINGS</b></p> <p>By: Steve Bach Title: Mayor</p> <p>_____</p> <p style="text-align: center;">*Signature</p> <p>Date: _____</p>	<p style="text-align: center;"><b>STATE OF COLORADO</b> <b>John Hickenlooper, GOVERNOR</b> Department of Public Safety, Division of Homeland Security and Emergency Management Kevin R. Klein, Director</p> <p>_____</p> <p style="text-align: center;">By: Kevin R. Klein, Director</p> <p>Date: _____</p>
<p style="text-align: center;">2nd Grantee Signature if Needed</p> <p>By: _____</p> <p>Title: _____</p> <p>_____</p> <p style="text-align: center;">*Signature</p> <p>Date: _____</p>	<p style="text-align: center;"><b>LEGAL REVIEW</b> John W. Suthers, Attorney General</p> <p>By: _____</p> <p style="text-align: center;">Signature – Assistant Attorney General</p> <p>Date: _____</p>

**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.**

<p style="text-align: center;"><b>STATE CONTROLLER</b> Robert Jaros, CPA, MBA, JD</p> <p>By: _____</p> <p style="text-align: center;">Colorado Department of Public Safety, Tom Jagow, Controller</p> <p>Date: _____</p>
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## **EXHIBIT A – APPLICABLE FEDERAL LAWS AND STATE GRANT GUIDANCE**

The following are incorporated into this contract without limitation:

1. Age Discrimination Act of 1975, 42 U.S.C. Sections 6101, et seq.
2. Age Discrimination in Employment Act of 1967, 29 U.S.C. 621-634
3. Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. 12101, et seq.
4. Equal Pay Act of 1963, 29 U.S.C. 206(d)
5. Immigration Reform and Control Act of 1986, 8 U.S.C. 1324b
6. Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794
7. Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d
8. Title VII of the Civil Rights Act of 1964, 42 U.S.C. 2000e
9. Title IX of the Education Amendment of 1972, 20 U.S.C. 1681, et seq.
10. Section 24-34-301, et seq., Colorado Revised Statutes 1997, as amended
11. The applicable of the following:
  - 11.1. Cost Principals for State, Local and Indian Tribal Governments, 2 C.F.R. 225, (OMB Circular A-87);
  - 11.2. Cost Principals for Education Institutions, 2 C.F.R. 220, (OMB Circular A-21);
  - 11.3. Cost Principals for Non-Profit Organizations, 2 C.F.R. 230, (OMB Circular A-122), and
  - 11.4. Audits of States, Local Governments, and Non-Profit Organizations (OMB Circular A-133); and/or the Colorado Local Government Audit Law, 29-1-601, et seq, C.R.S., and State implementing rules and regulations.
  - 11.5. Immigration Status -Cooperation with Federal Officials, CRS 29-29-101, et seq.
  - 11.6. Davis-Bacon Act, 40 U.S.C. SS 276a to 276a-7.
  - 11.7. Copeland Act, 40 U.S.C. S 276c and 18 U.S.C. SS 874.
  - 11.8. Contract Work Hours and Safety Standards Act, 40 U.S.C. SS 327-333, regarding labor standards for federally assisted construction sub-awards.
  - 11.9. Wild and Scenic Rivers Act of 1968, 16 U.S.C. SS 1271 et. seq., related to protecting components or potential components of the national wild and scenic rivers system.
  - 11.10. National Historic Preservation Act of 1966, as amended, 16 U.S.C. 470, Executive Order No. 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974, 16 U.S.C. 469a-1 et. seq.
  - 11.11. Robert T. Stafford Disaster Assistance and Emergency Relief Act (Stafford Act), 42 U.S.C. 5121 et seq., as amended.
  - 11.12. National Flood Insurance Act of 1968, 42 U.S.C. 4001 et. seq.
  - 11.13. Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA), 42 U.S.C. 104.
  - 11.14. Department of Defense Authorization Act of 1986, Title 14, Part B, Section 1412, Public Law 99-145, 50 U.S.C. 1521.
  - 11.15. USA PATRIOT Act of 2001, (Pub. L. 107-56).
  - 11.16. Digital Television Transition and Public Safety Act of 2005, (Pub L. 109-171)
12. Federal Emergency Management Agency, Department of Homeland Security Regulations: All Applicable Portions of 44 CFR Chapter 1, with the following Parts specially noted and applicable to all grants of FEMA/DHS funds:
  - 12.1 Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, 44 C.F.R. 13.
  - 12.2 Governmentwide Debarment and Suspension (Nonprocurement) and Requirements for Drug-Free Workplace, 44 C.F.R. 17.
  - 12.3 New Restrictions on Lobbying, 44 C.F.R. 18.
13. Privacy Act of 1974, 5 U.S.C. S 5529 and Regulations adopted thereunder (44 C.F.R. 6).
14. Prohibition against use of Federal Funds for Lobbying, 31 U.S.C. 1352
15. None of the funds made available through this agreement shall be used in contravention of the Federal buildings performance and reporting requirements of Executive Order No. 13123, part 3 of title V of the National Energy Conservation Policy Act, 42 U.S.C. 8251 et. Seq., or subtitle A of title I of the Energy Policy Act of 2005 (including the amendments made thereby).
16. None of the funds made available shall be used in contravention of section 303 of the Energy Policy Act of 1992, 42 U.S.C. 13212.
17. Buy American Act, 41 U.S.C. 10a et seq.
18. Relevant Federal and State Grant Program Guidance

**EXHIBIT B- STATEMENT OF WORK-REPORTING & ADMINISTRATIVE REQUIREMENTS- BUDGET**

**1. GENERAL DESCRIPTION OF THE PROJECT(S).**

**1.1 Project Description.** Grantee will perform exigent actions to stabilize and/or restore stream banks and prevent future flooding and erosion to private properties impacted by the September 2013 floods within the City of Colorado Springs.

**1.2 Project Expenses.** Project expenses include construction and materials cost to complete the project described in §1.1. All eligible expenses are listed in the budget table in §7 of this Exhibit B. Non-federal and non-state share expenses associated with completion of this project may be counted towards the local share of this project in accordance with rules and guidelines associated with the NRCS Emergency Watershed Protection Program. Expenses incurred before the effective date of this contract may be reimbursed. All pre-award work completed is still subject to time limitations identified below in §6.3.2.

**1.3 Non-Federal Match:** This non-federal match section [check one]  applies to or does not apply  to this Grant. If it applies, this Grant requires a non-federal match contribution of 12.5% of the construction activities budget. Documentation of expenditures for the non-federal match contribution is required with each drawdown request. The match [check one]  may or may not  include in-kind match.

**2. DELIVERABLES:**

**2.1** Grantee shall submit narrative and financial reports describing project progress and accomplishments, any delays in meeting the objectives and expenditures to date as described in §3 of this Exhibit B.

**2.2** List additional grant deliverables: Grantee shall provide a final report documenting actions taken to reduce risk of future flooding and erosion.

**3. REPORTING REQUIREMENTS:**

**3.1 Quarterly Financial Status and Progress Reports.** The project(s) approved in this Grant are to be completed on or before the termination date stated in §5 of the Grant Agreement. Grantee shall submit quarterly financial status and programmatic progress reports for each project identified in this agreement using the forms provided by the Division of Homeland Security and Emergency Management throughout the life of the grant. One copy of each required report with original or electronic signatures shall be submitted in accordance with the schedule below: (The order of the reporting period quarters below are irrelevant to the grant. If the grant is open during the “report period” reports for that period are due on the dates listed. If the grant is for more than one year, reports are due for every quarter that the grant remains open.)

Report Period	Due Date
October – December	January 30
January –March	April 30
April – June	July 24
July – September	October 30

**3.2 Final Reports:** Grantee shall submit final financial status and progress reports that provide final financial reconciliation and final cumulative grant/project accomplishments within 45 days of the end of the project/grant period. The final report may not include unliquidated obligations and must indicate the exact balance of unobligated funds. The final reports may substitute for the quarterly reports for the final quarter of the grant period. If all projects are completed before the end of the grant period, the final report may be submitted at any time before its final due date. Further reports are not due after the Division of Homeland Security and Emergency Management has received, and sent notice of acceptance of the final grant report.

**4. TESTING AND ACCEPTANCE CRITERIA:**

The Division of Homeland Security and Emergency Management shall evaluate this Project(s) through the review of Grantee submitted financial and progress reports. The Division of Homeland Security and Emergency Management may also conduct on-site monitoring to determine whether the Grantee is meeting/has met the performance goals, administrative standards, financial management and other requirements of this grant. The Division of Homeland Security and Emergency Management will notify Grantee in advance of such on-site monitoring.

**5. PAYMENT:**

**5.1 Payment Schedule:** Grantee shall submit requests for reimbursement using the Division of Homeland Security and Emergency Management’s provided form at least quarterly. One original or electronically signed/submitted copy of the reimbursement request is due on the same dates as the required financial reports. All requests shall be for eligible actual expenses incurred by Grantee, as described in detail in the budget table(s) of this Exhibit. Requests shall be accompanied by supporting documentation totaling at least the amount requested for reimbursement and any required non-federal match contribution. If any financial or progress reports are delinquent at the time of a payment request, the Division of Homeland Security and Emergency Management may withhold such reimbursement until the required reports have been submitted.

**5.2 Payment Amount:** If non-federal match is required, such match shall be documented with every payment request. Excess match documented and submitted with one reimbursement request shall be applied to subsequent requests as necessary to maximize the allowable reimbursement.

**5.3 Remittance Address.** If mailed, payments shall be sent to the representative identified in §16 of the Grant:

Tim Mitros, Development Review/Stormwater Manager  
City of Colorado Springs  
Public Works, Engineering  
30 S. Nevada Avenue  
Colorado Springs, CO 80901

**6. ADMINISTRATIVE REQUIREMENTS:**

**Required Documentation:** Grantees shall retain all procurement and payment documentation on site for inspection. This shall include, but not be limited to, purchase orders, receiving documents, invoices, vouchers, equipment/services identification, and time and effort reports.

**6.1** Sufficient detail shall be provided with reimbursement requests to demonstrate that expenses are allowable and appropriate as detailed below:

**6.1.1 Equipment or tangible goods.** When requesting reimbursement for equipment items with a purchase price of or exceeding \$5,000, and a useful life of more than one year, the Grantee shall provide a unique identifying number for the equipment, with a copy of the Grantee’s invoice and proof of payment. The unique identifying number can be the manufacturer’s serial number or, if the Grantee has its own existing inventory numbering system, that number may be used. The location of the equipment shall also be provided. In addition to ongoing tracking requirements, Grantee shall ensure that equipment items with per unit cost of \$5,000 or more are prominently marked in a manner similar to the following: Purchased with funds provided by the U.S. Department of Homeland Security.

**6.1.2 Services.** Grantees shall include contract/purchase order number(s) or employee names, the date(s) the services were provided and the nature of the services.

**6.2 Procurement:** A Grantee shall ensure its procurement policies meet or exceed local, state, and federal requirements. Grantees should refer to local, state, and federal guidance prior to making decisions regarding competitive bids, sole source or other procurement issues. In addition:

**6.2.1** Any sole source transaction in excess of \$100,000 shall be approved in advance by the Division of Homeland Security and Emergency Management.

**6.2.2** Grantees shall ensure that: (a) All procurement transactions, whether negotiated or competitively bid, and without regard to dollar value, are conducted in a manner that provides maximum open and free competition; (b) Grantee shall be alert to organizational

conflicts of interest and/or non-competitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade; (c) Contractors who develop or draft specifications, requirements, statements of work, and/or Requests for Proposals (RFPs) for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award of such procurement; and (d) Any request for exemption of item a-c within this subsection shall be submitted in writing to, and be approved by the authorized Grantee official.

- 6.2.3 Grantee shall verify that the Contractor is not debarred from participation in state and federal programs. Sub-grantees should review contractor debarment information on <http://www.epls.gov>.
- 6.2.4 When issuing requests for proposals, bid solicitations, and other published documents describing projects or programs funded in whole or in part with these grant funds, Grantee and Subgrantees shall use the phrase -“This project was supported by grant #14NRC14CS , issued by the Division of Homeland Security and Emergency Management.”
- 6.2.5 Grantee shall verify that all purchases are listed in §1 or §7 of this Exhibit. Equipment purchases, if any, shall be for items listed in the Approved Equipment List (A.E.L) for the grant period on the Responder Knowledge Base (RKB), at <http://www.rkb.mipt.org>. Additionally, funds used to support emergency communications activities should comply with the FY 2012 SAFECOM Guidance for Emergency Communication Grants, at <http://www.safecomprogram.gov>
- 6.2.6 Grantee shall ensure that no rights or duties exercised under this grant, or equipment purchased with Grant Funds having a purchase value of \$5,000 or more, are assigned without the prior written consent of the Division of Homeland Security and Emergency Management.
- 6.2.7 Grantee shall ensure that all funds are needed to supplement and not to supplant the Grantee’s own funds.

**6.3 Additional Administrative Requirements:**

- 6.3.1 The Grantee must request approval in advance for any change to this Grant Agreement, using the forms and procedures established by the Division of Homeland Security and Emergency Management.
- 6.3.2 Once grantee begins work on an exigent site, grantee will have 10 days to complete the work. Grantee may request an extension of up to 20 days more to the State and NRCS. An additional 30 days extension may be requested from the NRCS, however, this extension request must be made on the first day of the first extension period.
- 6.3.3 The Grantee must obtain all permits required to complete the project, including a U.S. Army Corps of Engineers 404 Permit. Grantee should consult the State and the NRCS District Conservationist to confirm what permits are required. Grantee shall provide the Division of Homeland Security and Emergency Management copies of all permits.
- 6.3.4 Grantee shall provide The Division of Homeland Security and Emergency Management with available design documents and a list of project sites before initiating construction.
- 6.3.5 The Grantee must obtain right of entry before completing work on private property using the forms and procedures established by the Division of Homeland Security and Emergency Management and Natural Resources Conservation Service.
- 6.3.6 Grantee must provide detailed written documentation of in-kind and volunteer hours counted towards local match costs.
- 6.3.7 The Grantee must provide written certification of maintenance responsibility for a minimum of 5 years in an Operations and Maintenance Agreement.

**7. BUDGET:**

<i>Project Activity/Line Item</i>	<i>Federal Share up to 75%: \$638,145 State Share up to 12.5%: \$106,357.50 Matching Non-Federal Share 12.5%: \$106,357.50</i>
	<b>Total for Category/Line Item Grant Funds and Grantee Matching Contribution</b>
<b>Construction Activities – Stream bank stabilization and/or restoration</b>	<b>\$850,860</b>
	<i>Federal Share Technical Assistance up to 100%: \$85,086</i>
<b>Technical Assistance</b>	<b>\$85,086</b>
<b>Total Budget</b>	<b>\$935,946</b>

**EXHIBIT C – FFATA Provisions**

**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 10-15-10**

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. “Central Contractor Registration (CCR)” means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at <http://www.bpn.gov/ccr>.

1.3. “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.

1.4. “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.

1.5. “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>.

1.6. “Entity” means all of the following as defined at 2 CFR part 25, subpart C;

1.6.1. A governmental organization, which is a State, local government, or Indian Tribe;

1.6.2. A foreign public entity;

1.6.3. A domestic or foreign non-profit organization;

1.6.4. A domestic or foreign for-profit organization; and

1.6.5. A Federal agency, but only a Subrecipient under an Award or Subaward to a non-Federal entity.

1.7. "Executive" means an officer, managing partner or any other employee in a management position.

1.8. "Federal Award Identification Number (FAIN)" means an Award number assigned by a Federal agency to a Prime Recipient.

1.9. "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."

1.10. "Prime Recipient" means a Colorado State agency or institution of higher education that receives an Award.

1.11. "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.

1.12. "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.

1.13. "Subrecipient Parent DUNS Number" means the subrecipient parent organization's 9-digit Data Universal Numbering System (DUNS) number that appears in the subrecipient's Central Contractor Registration (CCR) profile, if applicable.

1.14. "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.

1.15. "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. Central Contractor Registration (CCR) and Data Universal Numbering System (DUNS) Requirements.

3.1. CCR. Contractor shall maintain the currency of its information in the CCR 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 CCR 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 CCR 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 CCR 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 applies 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 CCR. A Subrecipient shall register in CCR and report the following data elements in CCR 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 CCR.

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 Supplemental 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.

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**FORM 1 – GRANT CHANGE LETTER**

**GRANT CHANGE LETTER  
NUMBER “SAMPLE ONLY”**

**To The  
AGREEMENT**

**Between the**

**STATE OF COLORADO  
DEPARTMENT OF PUBLIC SAFETY  
DIVISION OF HOMELAND SECURITY AND EMERGENCY MANAGEMENT**

**And**

**INSERT GRANTEE’S FULL LEGAL NAME (CAPITALIZED)**

<b>Date:</b>	<b>Original Contract #:</b>	<b>Original Contract CMS #</b>	<b>CMS Routing #</b>
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In accordance with Section \_\_\_\_\_ of the Original Grant Agreement between the State of Colorado, acting by and through the Department of Public Safety, Division of Homeland security and Emergency Management, and Contractor's Name beginning Insert start date and ending on Insert ending date, the provisions of the Contract and any amendments thereto affected by this Grant Award Letter are modified as follows:

- 1) Project Description.** Grantee shall perform the activities listed in Grantee’s Application dated \_\_\_\_\_, which is incorporated by reference herein in accordance with the provisions of the Original Contract.

**Budget**

<i>Project Activity/Line Item</i>	<i>Federal Share (Up to 50%)</i>	<i>Non-Federal Match (At least 50%)</i>	<i>Total</i>
Planning			
Operating			
Equipment			
Training			
Exercise			
<b>Total Budget</b>			

- 2) Price/Cost.** The maximum amount payable by the State for performance of this Award Letter is

\$ \_\_\_\_\_ and the maximum amount of Matching funds, if applicable, is \$ \_\_\_\_\_. The total amount of Homeland Security and Emergency Management activities is \$ \_\_\_\_\_.

3) **Performance Period.** Grantee shall complete its obligations under this Award Letter on or before \_\_\_\_\_.

4) **Effective Date.** The effective date hereof is upon approval of the State Controller or \_\_\_\_\_, whichever is later.

5) **Additional Requirements.** None

<p style="text-align: center;"><b>STATE OF COLORADO</b> <b>John W. Hickenlooper, GOVERNOR</b> DEPARTMENT OF PUBLIC SAFETY Division of Homeland Security and Emergency Management</p> <p>By: _____ Kevin Klein, Director</p> <p>Date: _____</p>	<p style="text-align: center;"><b><u>ALL GRANTS REQUIRE APPROVAL BY THE STATE CONTROLLER</u></b></p> <p><b>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.</b></p>
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<p style="text-align: center;"><b>STATE CONTROLLER</b> <b>Robert Jaros, CPA, MBA, JD</b></p> <p>By: _____ "SAMPLE ONLY" Department of Public Safety</p> <p>Date: _____</p>
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