



City of Littleton

Littleton Center
2255 West Berry Avenue
Littleton, CO 80120

Meeting Agenda

City Council

Tuesday, February 16, 2016

6:30 PM

Council Chamber

Regular Meeting

1. Roll Call

2. Pledge of Allegiance

3. Approval of Agenda

4. Public Comment

Public Comment on Consent Agenda and General Business items

5. Consent Agenda Items

- a) [Resolution 16-2016](#) Resolution approving a grant agreement with the Colorado Department of Transportation, Division of Transit and Rail, for the purchase of two buses for the Omnibus program
- Attachments: [Resolution 16 - 2016](#)
[IGA with CDOT - Grant - Omnibuses](#)
- b) [Resolution 10-2016](#) Resolution approving a Memorandum of Understanding and Business Associate Agreement with the Colorado Springs Fire Department for the CONNECT Colorado Mobile Integration Health Demonstration Project
- Attachments: [MOU MIH CONNECT FStein-2015-12-5](#)
[MOU Resolution](#)
[BAA Connect.pdf](#)
- c) [ID# 15-322](#) Motion to approve Council's 2016-2017 Legislative Rules
- Attachments: [2016 Legislative Rules](#)
- d) [Resolution 18-2016](#) Resolution approving an Intergovernmental Agreement with Arapahoe County concerning community service case management
- Attachments: [Resolution 18 - IGA with Arapahoe County](#)
[IGA with Arapahoe County Judicial Services](#)

- e) [ID# 16-25](#) Certification of the February 2, 2016 regular meeting minutes

Attachments: [02-02-2016 Journal.pdf](#)

6. Ordinances for Second Reading and Public Hearing

7. General Business

- a) [Resolution 17-2016](#) Resolution approving an updated neighborhood boundaries map and updated maps, goals, and policies for seven of the city's neighborhoods as an amendment to the city's comprehensive plan

Attachments: [ATTACHMENT A - STATUS OF SMALL AREA PLANS](#)
[ATTACHMENT B - MAP](#)
[ATTACHMENT C - INVITATION TO REVIEW](#)
[ATTACHMENT D - COMMENTS](#)
[ATTACHMENT E - PLANNING BOARD RESOLUTION](#)
[ATTACHMENT F - UPDATED MAP AND PLANS](#)
[ATTACHMENT G - RESOLUTION 17-2016](#)

8. Public Comment

9. Comments / Reports

- a) City Manager
- b) Council Members
- c) Mayor

10. Adjournment

The public is invited to attend all regular meetings or study sessions of the City Council or any City Board or Commission. Please call 303-795-3780 at least forty-eight (48) hours prior to the meeting if you believe you will need special assistance or any reasonable accommodation in order to be in attendance at or participate in any such meeting. For any additional information concerning City meetings, please call the above referenced number.



Staff Communication

File #: Resolution 16-2016, **Version:** 1

Agenda Date: 02/16/2016

Subject:

Resolution approving a grant agreement with the Colorado Department of Transportation, Division of Transit and Rail, for the purchase of two buses for the Omnibus program

Presented By: Wendy Heffner, City Clerk

POLICY QUESTION:

Does city council support the adoption of a grant agreement with the Colorado Department of Transportation (CDOT) to receive an \$88,000 grant to purchase two new buses for the Omnibus program?

BACKGROUND:

The city applied for a grant from the Federal Transit Administration through the Colorado Department of Transportation, Division of Transit and Rail, to purchase two new Omnibuses. The city was awarded one of the 2015 5310 Large Urban Awards.

STAFF ANALYSIS:

Approval of the grant agreement would replace two buses in the fleet, a 2006 and a 2008 14-passenger bus.

FISCAL IMPACTS:

\$88,000 was awarded, with a \$22,000 required match from the city, for a total of no more than \$110,000. This grant will be part of the year-end clean-up ordinance, amending the 2016 budget.

STAFF RECOMMENDATION:

Staff recommends approval of the grant agreement.

PROPOSED MOTION:

I move to approve the resolution approving a grant agreement with the Colorado Department of Transportation, Division of Transit and Rail, for the purchase of two buses for the Omnibus program.

1 **CITY OF LITTLETON, COLORADO**

2
3 **Resolution No. 16**

4
5 **Series, 2016**

6
7 **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF**
8 **LITTLETON, COLORADO, APPROVING A GRANT AGREEMENT**
9 **WITH THE COLORADO DEPARTMENT OF TRANSPORTATION,**
10 **DIVISION OF TRANSIT AND RAIL, FOR THE PURCHASE OF TWO**
11 **BUSES FOR THE OMNIBUS PROGRAM**
12

13
14 **WHEREAS,** the city council, by resolution, may enter into contracts with other
15 governmental bodies to furnish or receive governmental services, to make or pay charges for
16 such services, and to enter into cooperative or other joint activities with other governmental
17 bodies;
18

19 **WHEREAS,** the city applied to the Colorado Department of Transportation,
20 Division of Transit and Rail, for a Federal Transit Administration (FTA) Section 5310 Grant to
21 purchase two Omnibuses;
22

23 **WHEREAS,** Colorado Department of Transportation has awarded FTA Section
24 5310 Grant funds for the purchase of two Omnibuses and requires an intergovernmental
25 agreement to receive such funds; and
26

27 **WHEREAS,** the city council desires to enter into an intergovernmental
28 agreement with Colorado Department of Transportation, Division of Transit and Rail, for the
29 purchase of the Omnibuses.
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31 **NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF**
32 **THE CITY OF LITTLETON, COLORADO, THAT:**
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34 The FTA Section 5310 Grant Agreement with the State of Colorado, Colorado
35 Department of Transportation, Division of Transit and Rail, is hereby approved.
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39 **INTRODUCED, READ AND ADOPTED** at a regularly scheduled meeting of the
40 City Council of the City of Littleton, Colorado, on the ____ day of _____, 2016, at 6:30
41 p.m. at the Littleton Center, 2255 West Berry Avenue, Littleton, Colorado.
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43 **ATTEST:**

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Wendy Heffner
CITY CLERK

APPROVED AS TO FORM:

Kristin Schledorn
CITY ATTORNEY

Bruce O. Beckman
MAYOR

STATE OF COLORADO
Colorado Department of Transportation
Division of Transit and Rail
FTA Section 5310 Grant Agreement
with
CITY OF LITTLETON

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1. PARTIES

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

2. EFFECTIVE DATE AND NOTICE OF NONLIABILITY

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

3. RECITALS

A. Authority, Appropriation, and Approval

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

B. Consideration

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

C. Purpose

In accordance with 49 USC §5310, the purpose of this Grant is to provide funding to assist the transportation needs of elderly individuals and individuals with disabilities. The work to be completed under this Grant by the Grantee is more specifically described in **Exhibit A**.

D. References

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

4. DEFINITIONS

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

A. Budget

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

B. Evaluation

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

C. Exhibits and other Attachments

The following are attached hereto and incorporated by reference herein: **Exhibit A** (Scope of Work and Budget), **Exhibit B** (Additional FTA Requirements), **Exhibit C** (Non-Discrimination Notice), **Exhibit D** (Certifications and Assurances), **Exhibit E** (Verification of Payment), and **Exhibit F** (Supplemental Federal Provisions).

D. Federal Funds

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

E. Goods

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

F. Grant

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

G. Grant Funds

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

H. Grantee

“Grantee” for the purposes of this Grant means the Grantee named in Section 1.

I. Local Funds

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

J. Master Agreement

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

K. Other than Urbanized (Non-urbanized) Area

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

L. Party or Parties

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

M. Project

“Project” means Work identified in **Exhibit A**.

N. Public Transportation

“Public Transportation” for purposes of the federal transit program, has the same meaning as “transit,” and “mass transportation,” and:

- (1) Includes transportation by a conveyance that provides regular and continuing:
 - a. General transportation to the public, or
 - b. Special transportation to the public, but
- (2) Does not include:
 - a. School bus transportation,
 - b. Charter transportation
 - c. Sightseeing transportation,
 - d. Intercity bus transportation, or
 - e. Intercity passenger rail transportation provided by Amtrak or a successor to the entity described in 49 USC chapter 243 (Amtrak).

O. Review

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

P. Rural Area

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

Q. Services

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

R. Subgrantee

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

S. Third Party Participant

“Third Party Participant” means, unless FTA determines otherwise in writing, all participants in the Grantee’s Project that are not CDOT or FTA, such as:

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

T. Urban Area

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

U. Urbanized Area

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

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

V. Work

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

W. Work Product

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

5. TERM

A. Initial Term-Work Commencement

The Parties' respective performances under this Grant shall commence on **the Effective Date**. This Grant shall terminate on **December 31, 2018** unless sooner terminated or further extended as specified elsewhere herein.

B. Two Month Extension

The State, at its sole discretion upon written notice to Grantee as provided in **§16**, may unilaterally extend the term of this Grant for a period not to exceed two months if the Parties are negotiating a replacement Grant (and not merely seeking a term extension) at or near the end of any 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 / CONTRACT OBJECTIVE PLAN

A. Completion

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

B. Goods and Services

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

C. Employees

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

D. Federal Laws, Rules and Regulations

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

7. PAYMENTS TO GRANTEE

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

A. Maximum Amount

The maximum amount payable under this Grant to Grantee by the State is \$88,000.00, as determined by the State from available funds. Grantee agrees to provide any additional funds required for the successful

completion of the Work. Payments to Grantee are limited to the unpaid obligated balance of the Grant as set forth in **Exhibit A**.

B. Payment

i. Invoicing

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

ii. Interest

The State shall fully pay each invoice within 30 days of receipt thereof if the amount invoiced represents performance by Grantee previously accepted by the State. Uncontested amounts not paid by the State within 30 days may, if Grantee so requests, bear interest on the unpaid balance beginning on the 31st day at a rate not to exceed one percent per month until paid in full; provided, however, that interest shall not accrue on unpaid amounts that are subject to a good faith dispute. Grantee shall invoice the State separately for accrued interest on delinquent amounts. The billing shall reference the delinquent payment, the number of day's interest to be paid and the interest rate.

iii. Available Funds-Contingency-Termination

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

iv. Erroneous Payments

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

v. Retroactive Payments

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

C. Use of Funds

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

D. Local Funds

Grantee shall provide Local Funds as provided in **Exhibit A**. Payments to Grantee of Grant Funds will be made for Project expenditures reported by Grantee and submitted to and accepted by the State for payment based on the ratio of required Federal Funds and Local Funds for which Grantee has submitted to the State.

E. Payment Compliance

All Grant reimbursements shall comply with 49 CFR Part 18 of the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments. Additionally, Grantee shall only be reimbursed for costs allowable under 2 CFR Part 125, Appendix A.

8. REPORTING - NOTIFICATION

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

A. Performance, Progress, Personnel, and Funds

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

B. Litigation Reporting

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

C. Noncompliance

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

D. Subgrants

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

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 until the last to occur of the following: (i) a period of three years after the date this Grant is completed or terminated, or (ii) final payment is made hereunder, whichever is later, or (iii) for such further period as may be necessary to resolve any pending matters, or (iv) if an audit is occurring, or Grantee has received notice that an audit is pending, then until such audit has been completed and its findings have been resolved (the "Record Retention Period").

B. Inspection

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

C. Monitoring

Grantee shall permit the State, the federal government, and other governmental agencies having jurisdiction, in their sole discretion, to monitor all activities conducted by Grantee pursuant to the terms of this Grant using any reasonable procedure, including, but not limited to: internal evaluation procedures,

examination of program data, special analyses, on-site checking, formal audit examinations, or any other procedures. All monitoring controlled by the State shall be performed in a manner that shall not unduly interfere with Grantee's performance hereunder.

D. Final Audit Report

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

10. CONFIDENTIAL INFORMATION-STATE RECORDS

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

A. Confidentiality

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

B. Notification

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

C. Use, Security, and Retention

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

D. Disclosure-Liability

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

11. CONFLICTS OF INTEREST

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

12. REPRESENTATIONS AND WARRANTIES

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

A. Standard and Manner of Performance

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

B. Legal Authority – Grantee and Grantee's Signatory

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

C. Licenses, Permits, Etc.

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

13. INSURANCE

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

A. Grantee

i. Public Entities

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

ii. Non-Public Entities

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

B. Grantee and Subgrantees

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

i. Worker's Compensation

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

ii. General Liability

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

iii. Automobile Liability

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

iv. Additional Insured

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

v. Primacy of Coverage

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

vi. Cancellation

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

vii. Subrogation Waiver

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

C. Certificates

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

14. BREACH**A. Defined**

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

B. Notice and Cure Period

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

15. REMEDIES

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

A. Termination for Cause and/or Breach

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

i. Obligations and Rights

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

ii. Payments

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

iii. Damages and Withholding

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

B. Early Termination in the Public Interest

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

i. Method and Content

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

ii. Obligations and Rights

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

iii. Payments

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

C. Remedies Not Involving Termination

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

i. Suspend Performance

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

ii. Withhold Payment

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

iii. Deny Payment

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

iv. Removal

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

v. Intellectual Property

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

16. NOTICES and REPRESENTATIVES

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

A. State:

Brodie Ayers
Division of Transit and Rail
4201 E. Arkansas Ave.
Denver, CO 80222
303-757-9767
brodie.ayers@state.co.us

B. Grantee:

Mike Braaten
CITY OF LITTLETON
2255 WEST BERRY AVENUE
LITTLETON, CO, 80120
303-795-3732
mbraaten@littleton.org

17. RIGHTS IN DATA, DOCUMENTS, AND COMPUTER SOFTWARE

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

18. GOVERNMENTAL IMMUNITY

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

19. STATEWIDE CONTRACT MANAGEMENT SYSTEM

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

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

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

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

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

20. GENERAL PROVISIONS

A. Assignment and Subgrants

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

B. Binding Effect

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

C. Captions

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

D. Counterparts

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

E. Entire Understanding

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

F. Indemnification-General

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

G. Jurisdiction and Venue

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

H. Modification

i. By the Parties:

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

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

ii. By Operation of Law

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

I. Order of Precedence

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

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

J. Severability

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

K. Survival of Certain Grant Terms

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

L. Taxes

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

M. Third Party Beneficiaries

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

N. Waiver

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

O. CORA Disclosure

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

21. COLORADO SPECIAL PROVISIONS

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

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

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

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

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

C. GOVERNMENTAL IMMUNITY

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

D. INDEPENDENT CONTRACTOR

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

E. COMPLIANCE WITH LAW

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

F. CHOICE OF LAW

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

G. BINDING ARBITRATION PROHIBITED

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

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

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

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

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

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

[Not applicable to intergovernmental agreements]

Subject to CRS §24-30-202.4 (3.5), the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: (a) unpaid child support debts or child support arrearages; (b) unpaid balances of tax, accrued interest, or other charges specified in CRS §39-21-101, *et seq.*; (c) unpaid loans due to the Student Loan Division of the Department of Higher Education; (d) amounts required to be paid to the Unemployment Compensation Fund; and (e) other unpaid debts owing to the State as a result of final agency determination or judicial action.

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

[Not applicable to agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental agreements, or information technology services or products and services]

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

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

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

SPs Effective 1/1/09

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22. SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS GRANT

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

<p style="text-align: center;">GRANTEE CITY OF LITTLETON</p> <p>By: _____ Print Name of Authorized Individual</p> <p>Title: _____ Print Title of Authorized Individual</p> <p>_____</p> <p>*Signature</p> <p>Date: _____</p>	<p style="text-align: center;">STATE OF COLORADO John W. Hickenlooper, Governor Colorado Department of Transportation Shailen P. Bhatt – Executive Director</p> <p>By: _____</p> <p>Signatory avers to the State Controller or delegate that, except as specified herein, Grantee has not begun performance or that a Statutory Violation waiver has been requested under Fiscal Rules</p> <p>Date: _____</p>
<p style="text-align: center;">2nd Grantee Signature if Needed</p> <p>By: _____</p> <p>Title: _____</p> <p>_____</p> <p>*Signature</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;">STATE CONTROLLER Robert Jaros, CPA, MBA, JD</p> <p>By: _____ Colorado Department of Transportation</p> <p>Date: _____</p>

23. EXHIBIT A - SCOPE OF WORK AND BUDGET

City of Littleton - Littleton Omnibus

Title of Project	Littleton Omnibus 2015	ALI # 1	11.12.03
Project Description	2015 5310 Large Urban award - Two Replacement BOC's		
Recipient	City of Littleton - Littleton Omnibus	DUNS	016532020
Contact Name	Mike Braaten	Vendor Number	2000049
Address	2255 W. Berry Ave. Littleton, CO 80120,	Phone	303.795.3732
Email	mbraaten@littleton.org	Fax	303.795.3819
Project Budget		CO-16-0047.LITT	
Federal Share (at 80% or less)		\$ 88,000	
Local Share (at 20% or more)		\$ 22,000	
Total Project Budget		\$ 110,000	

**The grants and line item WBS numbers may be replaced without changing the amount of the grant at CDOT's discretion.*

A. Agency Overview

Currently operating with a fleet of 5 buses, the city offers two programs: 1) Omnibus: demand response transit operating 5 days per week and 2) Shopping Cart: fixed route transit for Littleton residents 55+ operating Monday-Saturday weekly.

B. Project Description

City of Littleton-Littleton Omnibus shall use 2015 FTA-5310, along with local matching funds to purchase, as more fully described below. The total amount for this project is \$110,000. The total project funding is comprised of the following components: \$88,000 2015 FTA-5310 funds, with a 20% match of \$22,000; in local funds.

City of Littleton-Littleton Omnibus shall use FTA capital funds to purchase the following vehicles:

- 11.12.03
- 2
- GA
- Replacement BOC
- \$110,000

Options may include but are not limited to, the following

- Gasoline/Diesel/Electric Hybrid/Compressed natural gas CNG
- 2 wheelchair securement locations
- ADA compliant lift
- Back-up cameras
- Lettering
- Mud & snow tires
- Drop-down chains
- Fold away seats
- Wheel chair anchorage systems
- TDSS – Tie Down Securement System

The vehicles being purchased are to replace existing vehicles in the fleet, as listed below:

VIN#	COTRAMS Cap Inv #	Year	Model	Make
1FDXE45S76HB07568	1510	2006	E-450	Ford
1FD4E45S18DA00125	1505	2008	E-450	Ford

City of Littleton-Littleton Omnibus shall perform all project activities as described in the grant application(s) submitted to the State on February 24, 2015. The application and application update are incorporated herein by reference to the extent consistent with this Grant.

C. Performance Standards

1. Project Milestones

To the extent possible and practicable, provide details and information, data, explanations, descriptions, copies, and sample documents of milestone activities.

Milestone Name	Milestone Description	Original Est. Complete Date
MILE-015778	Grant Agreement with CDOT is Executed	January 2016
MILE-015779	Submit Procurement Process and Bid Package to CDOT Project Manager for Approval	January 2016
MILE-015780	Bid Package is Released	January 2016
MILE-015781	Bids are Due	February 2016
MILE-015782	Process Documentation Submitted to CDOT Project Manager for Concurrence	March 2016
MILE-015783	Submit Procurement Authorization to CDOT Project Manager for Approval	April 2016
MILE-015784	Issue Purchase Order to Vendor for Vehicle	May 2016
MILE-015785	Take Delivery of First Vehicle	August 2016
MILE-015786	Accept First Vehicle	August 2016
MILE-015787	Take Delivery of and Accept All Vehicles	September 2016
MILE-015788	Submit Reimbursement Request to DTR	October 2016
MILE-015789	Close out Project with DTR	November 2016
IMPORTANT NOTE: All milestones in this scope of work must be completed no later than the contract expiration date of December 31, 2018.		

- City of Littleton-Littleton Omnibus will utilize the Project Property purchased through this project in its transit operations to achieve the performance goals established by CDOT. City of Littleton-Littleton Omnibus will

comply with established CDOT requirements for maintenance of effort and effective utilization of equipment that maintains a State or Federal Interest.

3. Performance will be reviewed annually. If the State's review determines the City of Littleton-Littleton Omnibus performance does not meet the standards of performance set forth in this section, the following steps will be taken:
 - a. The State will notify City of Littleton-Littleton Omnibus in writing that performance does not meet the requirements of this Grant.
 - b. Thirty (30) calendar days after date of such notification, the City of Littleton-Littleton Omnibus will submit to the State a written explanation of the cause(s) of the substandard performance, which shall include a written plan for improving performance.
 - c. The State will review the plan for improvement and notify City of Littleton-Littleton Omnibus of its decision within 21 days.
 - d. If the plan is approved by the Department, the City of Littleton-Littleton Omnibus will implement the plan immediately upon receipt of the State's notification. If the plan is not approved by the Department remedial measures will be determined on a case by case basis. Such remedial measures may include termination of this Grant and return of the grant funds or capital equipment purchased with such funds, in accordance with the terms of this Grant.

D. Project Budget

1. The Total Project Budget is estimated to be and shall be shared as follows:

*WBS	CO-16-0047.LITT
Federal Share (at 80% or less)	\$ 88,000
Local Share (at 20% or more)	\$ 22,000
TOTAL PROJECT BUDGET	\$ 110,000

2. The Total Project Budget shall not exceed the maximum allowable cost of **\$110,000**. State will pay no more than 80% of the eligible, actual capital costs up to the maximum federal amount of **\$88,000**. In the event the final, actual Project cost is less than the maximum allowable cost, the State is not obligated to provide any more than 80% of the eligible, actual capital costs. The State will retain any remaining balance of the federal share. City of Littleton-Littleton Omnibus shall be solely responsible for all costs incurred in the Project in excess of the amount paid by the State from federal funds for the federal share of eligible, actual costs.
3. No refund or reduction of the amount of City of Littleton-Littleton Omnibus share to be provided will be allowed unless there is at the same time a refund or reduction of the federal share of a proportionate amount.
4. City of Littleton-Littleton Omnibus may use federal funds for the local share, but those funds cannot be from other federal Department of Transportation (DOT) programs. City of Littleton-Littleton Omnibus share, together with the federal share, must be enough to ensure payment of Total Project Budget.
5. The State shall have no obligation to provide State funds for use on this Project. The State will administer federal funds for this Project under the terms of this Grant, provided that the federal share of FTA funds to be administered by the State are made available and remain available. In no event shall the State have any obligation to provide State funds or provide federal FTA funds for City of Littleton-Littleton Omnibus share of the Project. City of Littleton-Littleton Omnibus shall initiate and prosecute to completion all actions necessary to enable City of Littleton-Littleton Omnibus to provide its share of the total project budget at or prior to the time that such funds are needed to meet the total project budget.

E. Contract Expiration

This Grant will expire according to the terms and conditions of the Grant. The expiration date for this Grant is **December 31, 2018**.

F. Procurement

Procurement of this capital equipment will comply with State procurement procedures outlined in “A Handbook for the Procurement of Goods and Services using FTA/CDOT Funds, November 2009”, (found at: http://www.coloradodot.info/programs/transitandrail/transit/transit-grant-programs/procurement-policies-and-practices/2009%20Procurement%20Handbook%20and%20Appendices%20FINAL_11_16_09.pdf/) as well as the FTA’s requirements for Third Party Contracting outlined in Circular 4220.1F 11-01-08 (found at: http://www.fta.dot.gov/legislation_law/12349_8641.html).

Where available, purchase by the Grantee of the capital equipment may be pursuant to the most current State Price Agreement, (found at: <http://www.gssa.state.co.us/co/portal.nsf/xpPriceAgreementsByCategory.xsp>).

In addition to the basic State requirements outlined below, State and FTA (where applicable) procedures for purchase of this Project Property must be followed and will be outlined prior to purchase.

1. Before proceeding with the purchase directly from the vendor, City of Littleton-Littleton Omnibus shall submit Procurement Authorization along with a purchase order for the Project Property to CDOT for approval.
 - If the Grantee is a non-profit organization, **AND** elects to use the State of Colorado State Price Agreement to purchase goods or services under this contract, the Grantee shall also submit an application to and be qualified by the State Procurement Office prior to proceeding with the purchase.
2. Once the purchase order is verified by CDOT and the Project Property is ordered, the State shall be notified of the agreed upon delivery date between the selected vendor and City of Littleton-Littleton Omnibus and CDOT may choose to attend the delivery of the Project Property.
3. Upon delivery, the City of Littleton-Littleton Omnibus shall be responsible for having the Project Property inspected and accepted within **ten (10) working days of delivery** from the vendor; unless Project Property defects discovered during inspection prevents City of Littleton-Littleton Omnibus from accepting the Project Property in the 10 day time frame, of at which time the vendor will be contacted to rectify the issue(s) of concern.
4. City of Littleton-Littleton Omnibus shall be responsible for reimbursing the entire amount of the Project Property to the selected vendor within **three (3) working days after acceptance** of the Project Property.
5. It is City of Littleton-Littleton Omnibus responsibility to pay the Project Property vendor in full under the terms of this contract, unless financial hardship is proven by the grantee that does not allow a grantee agency to pay the entire amount prior to seeking reimbursement from the State. CDOT must approve this hardship request in advance. In these cases, CDOT will only approve the situation if the vendor is willing to accept payment within a 30 day timeframe and also willing to withhold title and Manufactures Statement of Origin (MSO) paperwork until full payment is received from the grantee. Title paperwork can also be sent to CDOT to withhold if the vendor deems necessary.

The Federal Share provided for this capital purchase is \$88,000.

G. Reimbursement Eligibility

Requests for reimbursement for project costs will be paid to the City of Littleton-Littleton Omnibus upon presentation of invoice(s) to the State for eligible costs incurred after the date of execution of this Grant through December 31, 2018 and within the limits of this Grant.

Grantees must bill the State for the state share specified within the provisions set forth in Paragraph F: Procurement or as otherwise specified by the State prior to the receipt of capital equipment. The state share must be paid to the vendor whether or not the Grantee has received the reimbursement from the State. Grantees who fail to ensure quick payment to vendors will be designated as a "High Risk Grantee" and could receive lower scores in future grant applications.

H. Federal Interest-Service Life

Federal Interest in the Project Property will expire as determined by the State. Federal Interest is defined by the service life of the capital equipment, which is determined by the State.

1. No later than three (3) days after the purchase and acceptance of the Project Property, the City of Littleton-Littleton Omnibus shall provide, in writing, to the State a "Certificate of Procurement and Acceptance" form.
2. Federal Interest of the Project Property is based on and applied to the useful life of the Project Property.
3. The City of Littleton-Littleton Omnibus shall not sell or otherwise release the Project Property to any party while there is Federal Interest in the Project Property without written approval from the State.

I. Training

In an effort to enhance transit safety, City of Littleton-Littleton Omnibus shall make a good faith effort to ensure that appropriate training of agency and contracted personnel is occurring and that personnel are up to date in appropriate certifications. In particular, City of Littleton-Littleton Omnibus shall ensure that driving personnel are provided professional training in defensive driving and training on the handling of mobility devices and transporting elderly and disabled clients.

J. Safety Data

City of Littleton-Littleton Omnibus shall maintain and submit, as requested, data related to bus safety. This may include, but not be limited to, the number of vehicle accidents within certain measurement parameters set forth by the State; the number and extent of passenger injuries or claims; and, the number and extent of employee accidents, injuries and incidents.

K. Restrictions on Lobbying

City of Littleton-Littleton Omnibus shall certify that it complies with P.L. 104-65, Section 10, amended from 49 CFR Part 19, Appendix A, Restrictions on lobbying, prior to the expenditure of the Federal funds provided in this Grant.

L. Special Conditions

1. City of Littleton-Littleton Omnibus will ensure contractors comply with the Federal Transit Administration Drug and Alcohol Regulations.
2. Any costs reimbursed to City of Littleton-Littleton Omnibus from other grant programs funds may not be listed as a cost to be shared by FTA on a reimbursement request (i.e., no double billing).
3. City of Littleton-Littleton Omnibus shall maintain and report annually through submission of an annual report all information required by the National Transit Database and any other financial, fleet, service data set forth by the State for the purpose of annual reporting required of the State.
4. If City of Littleton-Littleton Omnibus is unable to perform the activities described under Paragraph B., Project Description, or must significantly change its level of service described herein, the Grantee shall notify the State in writing.

5. Except as provided in §7(B) (v), City of Littleton-Littleton Omnibus shall not be reimbursed for any purchase, issued purchase order, or leased capital equipment before the contract with the State has been issued.
6. City of Littleton-Littleton Omnibus must obtain State approval if FTA funds are intended to be used for payment of a lease or for third-party contracts.
7. City of Littleton-Littleton Omnibus sub-grantees must maintain bus safety records, if applicable. These records must be submitted to the State, if the State requests them. The records may include the number of vehicle accidents within certain time frames as requested by the State, the number and extent of passenger injuries and claims, and the number and extent of employee accidents, injuries, and incidents.
8. City of Littleton-Littleton Omnibus sub-grantees must demonstrate a good faith effort to provide, and certify as applicable, safety-related training for drivers and other appropriate personnel.
9. City of Littleton-Littleton Omnibus shall advertise its fixed route and/or rural based service as available to the general public and service will not be explicitly limited by trip purpose or client type.
10. City of Littleton-Littleton Omnibus will provide comparable transportation services to persons with disabilities according to the Americans with Disabilities Act of 1990.
11. Meal delivery for homebound individuals must not conflict with providing public transportation service or reduce service to public transportation passengers.
12. City of Littleton-Littleton Omnibus will work cooperatively with CDOT to market and/or publicize this project as requested by CDOT. Such efforts may include ribbon cuttings, news articles, photos, and/or other media to be supplied by City of Littleton-Littleton Omnibus as appropriate.

24. EXHIBIT B - ADDITIONAL FTA REQUIREMENTS

1. Special Provisions for the Enhanced Mobility of Seniors and Individuals with Disabilities Formula

Program. Except as FTA determines otherwise in writing:

- a. Applicability of This Section. Grantee understands and agrees that this section and section 63 of the Master Agreement applies to projects supported with funding authorized or made available for 49 U.S.C. § 5310, as amended by section 20009 of MAP-21, which authorizes the Enhanced Mobility of Seniors and Individuals with Disabilities Formula Program,
- b. MAP-21 Amendments. Grantee understands and agrees that, among other things:
 - (1) MAP-21 amends the Special Needs of Elderly Individuals and Individuals with Disabilities Program, former 49 U.S.C. § 5310, by:
 - (a) Changing the name of the program supporting seniors and individuals with disabilities from the "Formula Grants for the Special Needs of Elderly Individuals and Individuals with Disabilities Program" to the "Enhanced Mobility of Seniors and Individuals with Disabilities Formula Program,"
 - (b) Substituting the term "seniors" for "elderly individuals,"
 - (c) Authorizing Designated Recipients, in addition to States, to serve as direct Recipients of 49 U.S.C. § 5310 funding,
 - (d) Authorizing any Recipient or Subrecipient to use 49 U.S.C. § 5310 funds for operations,
 - (e) Authorizing the funding of projects and activities under 49 U.S.C. § 5310 that had been eligible for funding under repealed 49 U.S.C. § 5317, which authorized the New Freedom Program, and
 - (f) Authorizing, but not requiring, the use of a competitive process to award funds to Subrecipients, in addition to the authority to make discretionary awards of funds to Subrecipients, and
 - (2) Section 20002(c)(3) expressly repeals section 3012(b) of SAFETEA-LU, 49 U.S.C. § 5310 note, without re-authorizing the Elderly Individuals and Individuals with Disabilities Pilot Program,
- c. Federal Laws, Regulations, and Guidance. In administering its Project and Project activities under the Enhanced Mobility of Seniors and Individuals with Disabilities Formula Program supported with funding made available or appropriated for 49 U.S.C. § 5310, as amended by MAP-21:
 - (1) Grantee agrees to comply with:
 - (a) The applicable requirements of 49 U.S.C. chapter 53, as amended by MAP-21,
 - (b) Other applicable Federal laws and regulations, and
 - (c) Its Underlying Agreement and all other applicable provisions of the Master Agreement, and
 - (2) Grantee agrees to follow:
 - (a) The most recent edition of FTA Circular 9070.1, "Enhanced Mobility of Seniors and Individuals with Disabilities Program Guidance and Application Instructions," and
 - (b) All other applicable Federal guidance, and
- d. Other Special Provisions for the Enhanced Mobility of Seniors and Individuals with Disabilities Formula Program Authorized by MAP-21.
 - (1) Eligible Subrecipients. Grantee agrees to provide 49 U.S.C. § 5310 funds only to a Subrecipient that qualifies as:
 - (a) A private nonprofit organization, or
 - (b) A State or local governmental authority that:
 - 1 Is approved by a State to coordinate services for seniors and individuals with disabilities, or
 - 2 Certifies that there are no private nonprofit organizations readily available in Grantee's geographical area to provide services authorized under the Enhanced Mobility of Seniors and Individuals with Disabilities Formula Program,
 - (2) Eligible Project Activities. Federal funds provided for its Underlying Agreement and subagreements may be used for the following projects:
 - (a) Capital,
 - (b) Purchase of service agreements with private providers of public transportation service,
 - (c) Operations,
 - (d) Technical assistance,
 - (e) Administrative,

- (f) Planning,
- (g) Meal delivery service, as permitted by 49 U.S.C. § 5310(b)(7), as amended by MAP-21, and
- (h) Alternatives to public transportation that assist seniors and individuals with disabilities with transportation,
- (3) Consistency with Transportation Plans. The Projects selected must be consistent with:
 - (a) The locally developed and coordinated public transit-human services transportation plan applicable to the Grantee, and
 - (b) The applicable State management plan,
- (4) Transfers of Funds.
 - (a) Transfers from Other Federal Programs. Grantee agrees that funds transferred from other Federal programs to this Program must be used for projects eligible for funding under 49 U.S.C. § 5310, as amended by MAP-21,
 - (b) Transfers of Funds Apportioned to Small Urbanized Areas and Rural Areas under 49 U.S.C. § 5310(c)(1)(B) and (C). Grantee understands and agrees that it may transfer funds apportioned to Small Urbanized Areas or Rural Areas under 49 U.S.C. § 5310(c)(1)(B) and (C):
 - 1 To a project in a large urbanized area (an urbanized area with a population of 200,000 or more individuals, as determined by the Bureau of the Census) if the Governor of the Grantee's State certifies that the objectives of the Section 5310 Program are being met in the small urbanized or rural areas that receive the initial apportionment, or
 - 2 To a project anywhere in the Grantee's State, provided that the State has established a statewide program for meeting the objectives of 49 U.S.C. § 5310, but
 - 3 Any funds apportioned to an area and transferred to another area are available only for eligible projects under 49 U.S.C. § 5310, and
- (5) Transfer of Project Property. As provided by 49 U.S.C. § 5310(g), the Grantee understands and agrees that it may transfer Section 5310 funded property to another entity eligible to receive funding under 49 U.S.C. chapter 53, provided that:
 - (a) The Subrecipient possessing the property consents to the transfer, and
 - (b) The transferred property will continue to be used to meet the special needs of seniors or individuals with disabilities for public transportation service, and
- (6) Written Agreements with Subrecipients. The Grantee agrees to enter into a written agreement with each Subrecipient, which agreement includes provisions that describe the Subrecipient's responsibilities and assures that the Subrecipient will not compromise the Grantee's compliance with:
 - (a) Any Federal requirements that apply to the Project, and
 - (b) The Grantee's commitments under its Underlying Agreement and the Master Agreement.

2. Special Provisions for the Formula Grants Program for the Special Needs of Elderly Individuals and Individuals with Disabilities Formerly Authorized Before MAP-21 Became Effective. Except as FTA determines otherwise in writing:

- a. Applicability of This Section. The Grantee understands and agrees that this section of the Grant Agreement and section 64 of the Master Agreement applies to projects supported with funding appropriated or made available for former 49 U.S.C. § 5310 in effect in Fiscal Year 2012 or a previous fiscal year, which authorized the Special Needs of Elderly Individuals and Individuals with Disabilities Program,
- b. Former 49 U.S.C. § 5310. The Grantee understands and agrees that, among other things:
 - (1) MAP-21 amends the Special Needs of Elderly Individuals and Individuals with Disabilities Program, former 49 U.S.C. § 5310, including those changes listed in section 2.b(1) of the Grant Agreement and section 63.b(1) of the Master Agreement,
 - (2) Section 20002(c)(3) expressly repeals section 3012(b) of SAFETEA-LU, 49 U.S.C. § note, without re-authorizing the Elderly Individuals and Individuals with Disabilities Pilot Program, and
 - (3) Section 20002(b) expressly repeals section 3038 of TEA-21, as amended, 49 U.S.C. § 5310 note, without re-authorizing the Over-the-Road Bus Accessibility Program,
- c. Federal Laws, Regulations, and Guidance. In administering its Project and Project activities under the Special Needs of Elderly Individuals and Individuals with Disabilities Program supported with funding made available or appropriated for former 49 U.S.C. § 5310 in effect in Fiscal Year 2012 or a previous fiscal year:
 - (1) The Grantee agrees to comply with:

- (a) The program and eligibility requirements applicable to the former 49 U.S.C. § 5310 for that fiscal year in which the Federal appropriations were then or will be made available for its Formula Grants for the Special Needs of Elderly Individuals and Individuals with Disabilities Project and Project activities,
- (b) Other applicable Federal laws and regulations, and
- (c) Its Underlying Agreement, and section 49 and all other applicable provisions of this and the Master Agreement, and
- (2) The Grantee agrees to follow:
 - (a) The applicable edition of FTA Circular 9070.1, "Elderly Individuals and Individuals with Disabilities Program Guidance and Application Instructions," to the extent consistent with:
 - 1 The program and eligibility requirements applicable to the Formula Grants for the Special Needs of Elderly Individuals and Individuals with Disabilities, former 49 U.S.C. § 5310,
 - 2 The MAP-21 cross-cutting requirements listed in section 49 of the Master Agreement, and
 - 3 All applicable Federal guidance, and
 - (b) All other applicable Federal guidance, and
- d. Other Special Provisions for the Elderly Individuals and Individuals with Disabilities Program in Effect in Fiscal Year 2012 or a Previous Fiscal Year. The Grantee understands and agrees to the following:
 - (1) Eligible Subrecipients. Except as FTA determines otherwise, it will provide Section 5310 funds only to a Subrecipient that qualifies as:
 - (a) A private nonprofit organization meeting the public transportation service needs of seniors and individuals with disabilities for whom public transportation services are otherwise unavailable, insufficient, or inappropriate,
 - (b) A governmental authority approved by the Grantee to coordinate services for elderly individuals and individuals with disabilities, or
 - (c) A governmental authority that certifies to the Governor of its Recipient that its area does not have any nonprofit organizations readily available to provide public transportation services meeting the special needs of elderly individuals and individuals with disabilities,
 - (2) Eligible Project Activities. Federal funds provided for its Underlying Agreement and subagreements may be used for the following projects:
 - (a) Capital,
 - (b) Purchase of service agreements with private providers of public transportation service,
 - (c) Operations in those States participating in the section 3012(b) of SAFETEA-LU pilot program,
 - (d) Technical assistance,
 - (e) Administrative,
 - (f) Planning, and
 - (g) Meal delivery service, as permitted by former 49 U.S.C. § 5310(g),
 - (3) Consistency with Transportation Plans. The Projects selected must be consistent with:
 - (a) The locally developed and coordinated public transit-human services transportation plan applicable to the Grantee, and
 - (b) The applicable State management plan,
 - (4) Transfers of Funds. Funds transferred to other Federal programs must be used for projects eligible for Section 5310 funding,
 - (5) Transfer of Project Property. As provided by 49 U.S.C. § 5310(h), it may transfer Section 5310 funded property to another entity eligible to receive funding under 49 U.S.C. chapter 53, provided that:
 - (a) The Subrecipient possessing the property consents to the transfer, and
 - (b) The transferred property will continue to be used to meet the special needs of elderly individuals or individuals with disabilities for public transportation service,
 - (6) Leasing of Vehicles. It and its Subrecipients may lease Section 5310 funded vehicles to local governmental authorities to improve transportation services to meet the special needs of elderly individuals or individuals with disabilities, and
 - (7) Written Agreements with Subrecipients. The Grantee agrees to enter into a written agreement with each Subrecipient, which agreement includes provisions that describe the Subrecipient's responsibilities and assures that the Subrecipient will not compromise the Grantee's compliance with:
 - (a) Any Federal requirements that apply to the Project, and
 - (b) The Recipient's commitments under its Underlying Agreement and the Master Agreement.

3. FTA Master Agreement

The Grantee understands that this Grant includes requirements specifically prescribed by federal law or regulation and does not encompass all federal laws, regulations, and directives that may apply to the Grantee or its Project. A comprehensive list of those federal laws, regulations and directives is contained in the Master Agreement at the FTA website <http://www.fta.dot.gov/documents/21-Master.pdf>. The clauses in this **Exhibit B** have been streamlined to remove most provisions not covered by statutory or regulatory certification and assurance requirements (see **Exhibit D**).

The Grantee also agrees to include these requirements in each subcontract to administer any system of records on behalf of the federal government financed in whole or in part with Federal Funds.

4. Compliance with Laws

Some of the clauses contained in this Grant are not governed solely by federal law, but are significantly affected by State law. The laws and regulations cited in this Grant are not all-inclusive of those which may apply to the successful completion of this Grant. The Grantee understands that it is its responsibility to learn what federal, state and local laws and regulations will apply to its operations under this Grant, and that Grantee is solely responsible for its lawful compliance with them.

5. Federal Changes

Grantee shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement, as they may be amended or promulgated from time to time during the term of this Grant. Grantee's failure to so comply shall constitute a material breach of this Grant.

6. Coordination

- a. Public transit systems funded under the 49 USC §5311 Formula Program are required to participate in the local coordinated planning process for public transit-human service transportation in areas applying for funds under 49 USC §§5310, 5316 or 5317.
- b. FTA 49 USC §5311 Formula Program requires maximum feasible coordination of public transportation service with transportation assisted by other federal sources. (49 USC § 5311 (b)(2)(c)(ii)).

7. Buy America Provision

The Grantee agrees that, in its execution of this Grant, it will comply with the requirements of 49 USC §5323(j), with the FTA regulations "Buy America" Requirements at 49 CFR Part 661, and with any implementing guidance that the FTA may issue.

8. Equipment

- a. **General.** The State, on behalf of the Grantee, or the Grantee with the State's prior approval, shall purchase all Project equipment in accordance with applicable State law and the standards set forth by the Uniform Administration Requirement for Grant and Cooperative Agreement to State and Local Government (49 CFR §§18.31 – 18.34).
- b. **Maintenance.** The Grantee agrees that it will maintain its Project property in good operating order, as required by federal laws and regulations, and as provided in federal directives, except as FTA determines otherwise in writing.
- c. **Title to Equipment.** The Grantee shall hold title to Project equipment. The State shall be the first secured party. The State may enforce this provision through legal action to protect its security interests in Project equipment.
- d. **Use of Equipment.** The Grantee shall use Project equipment for transportation Services described in Exhibit A, and in compliance with FTA Circular 9040.1F. If any Project equipment is no longer needed for this Grant, the Grantee shall immediately notify the State and the State shall dispose of such Project equipment.
- e. **Equipment Records.** The Grantee agrees to keep satisfactory records pertaining to the use of the Project property, and submit to FTA upon request such information as may be required to assure compliance with Section 19 of the Master Agreement.

9. Reports

As required by 49 USC §5311(b)(4) and 49 USC §5335(a), any Grantee that is a public transportation operator which receives federal assistance authorized under 49 USC §5311(b) agrees to conform to, the reporting system and the uniform system of accounts and records required by 49 USC §5335(a) for FTA's

national transit database, and will comply with the implementing FTA regulations, “Uniform System of Accounts and Records and Reporting System,” 49 CFR Part 630, and any additional regulations and directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing.

a. Annual Program Status Report

The State is required to submit to the FTA regional office by October 31 of each year an annual program status report for the program of projects of each active grant, covering the 12-month period ending September 30. States must submit a narrative progress report, update of milestones (milestone status report (MSR) and a Federal Financial Report (FFR)).

b. National Transit Database Annual Report

SAFETEA-LU added the requirement that each grantee under 49 USC §5311 shall submit an annual report to the National Transit Database (NTD) which is FTA’s primary national database for statistics on the transit industry. Items to be reported include total annual revenue; sources of revenue; total annual operating costs; total annual capital costs; fleet size type, and related facilities; revenue vehicle miles; and ridership.

c. Milestone Activity Reports (VI-9 of Circular)

For activity line items (ALIs) for which milestones were required at the time of grant application (for example, for vehicle procurements, construction projects, and program reserve), the State shall enter revised milestone dates as part of the annual report. If the estimated completion date for the Grant has changed, the revised date should be entered, with an explanation as to why the date was changed.

d. Federal Financial Report (FFR)

The State must submit electronically an annual FFR for each active grant, for the period ending September 30. For the purpose of this report, funds are considered encumbered when this Grant is signed. States should prepare the reports using the accrual method of accounting.

10. Air Pollution

No facilities or equipment shall be acquired, constructed, or improved as a part of the Project unless the Grantee obtains satisfactory assurances that they are (or will be) designed and equipped to limit air pollution as provided in accordance with EPA regulations, applicable federally-approved State Implementation Plan(s), appropriate FTA directives and all other applicable standards.

11. Energy Conservation

The Grantee and its third party contractors shall recognize mandatory standards and policies relating to energy efficiency which are contained in the “State Energy Program Plan” issued in compliance with the Energy Policy and Conservation Act (42 USC §6321, *et seq.*).

12. Charter Service Operations

The Grantee agrees that neither it nor any public transportation operator performing work in connection with a Project financed under 49 USC Chapter 53 or under 23 USC §§133 or 142, will engage in charter service operations, except as authorized by 49 USC §5323 (d) and FTA regulations, “Charter Service,” 49 CFR Part 604, and any Charter Service regulations or FTA directives that may be issued, except to the extent that FTA determines otherwise in writing. Any charter service agreement required by FTA regulations is incorporated by reference and made part of this Grant for the Project. The Grantee understands and agrees that in addition to any remedy specified in the charter service agreement, if a pattern of violations of that agreement is found, the violator will be barred from receiving federal transit assistance in an amount to be determined by FTA or State.

13. School Transportation

The Grantee, or any operator of mass transportation acting on its behalf, shall not engage in school bus operations exclusively for the transportation of students or school personnel in competition with private school bus operators, except as provided under 49 USC §5323 (f) and applicable regulations, “School Bus Operations,” set forth at 49 CFR Part 605, as amended. Any school bus agreement entered into under these regulations is incorporated into this Grant by reference.

14. Substance Abuse

The Grantee shall comply with FTA drug and alcohol rules as established in the “Implementation Guidelines for Drug and Alcohol Regulations in Mass Transit,” set forth in 49 CFR Part 40 and Part 655; Drug-Free Workplace Act. Grantee understands and agrees that failure to comply with this section constitutes default pursuant to §15(A) of this Grant.

15. Ineligible Bidders

“Bidders” or “Suppliers” whose names appear on the US Comptroller General’s List of Ineligible Contractors are not eligible for award of, or participation in, any contract that may be awarded as a result of this Grant. Submission of a bid by any bidder constitutes certification that he or any subcontractor or suppliers to him, on this Grant, if one is awarded, are not on the Comptroller General’s List of Ineligible Contractors. A subsequent determination by FTA that a bidder knowingly made any misstatement of facts in this regard will be cause for immediate disqualification, suspension or termination of this Grant for cause.

16. Employee Political Activity

The provisions of 5 USC §§1501-1508 and 7324-7326 (the “Hatch Act”), and implementing regulations set forth in 5 CFR Part 151 are applicable to State and local agencies and their officers and employees to the extent covered by the statute and regulations. The Hatch Act restricts the political activity of an individual principally employed by a State or local executive agency in connection with a program financed in whole or in part by federal loans, grants, or cooperative agreements.

17. False or Fraudulent Statements or Claims

The Grantee acknowledges that, should it make a false, fictitious claim, statement, submission, or certification to the State or federal government in connection with this Project, FTA reserves the right to pursue the procedures and impose on the Grantee the penalties of 18 USC §1001, 31 USC §3801, *et seq.*, and/or 49 USC §5307(n)(1), as may be deemed by FTA to be appropriate.

18. Pre-Award and Post-Delivery Reviews

The Grantee shall comply with any regulations that may be issued to implement 49 USC §5323(m) and FTA regulations, “Pre-Award and Post-Delivery Audits of Rolling Stock Purchases,” 49 CFR Part 663, and any revision thereto.

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25. EXHIBIT C - NON-DISCRIMINATION NOTICE

The Grantee agrees to comply with all applicable civil rights laws and regulations, in accordance with applicable federal directives, except to the extent that the Federal Government determines otherwise in writing. These include, but are not limited to, the following:

1. **Nondiscrimination in Federal Public Transportation Programs.** The Grantee agrees to comply, and assures the compliance of each Subgrantee, lessee, third party contractor, or other participant at any tier of the Project, with the provisions of 49 USC §5332, which prohibit discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity.
2. **Nondiscrimination** – Title VI of the Civil Rights Act. The Grantee agrees to comply, and assures the compliance of each subsequent Subgrantee, lessee, third party contractor, or other participant at any tier, with all provisions prohibiting discrimination on the basis of race, color, or national origin of Title VI of the Civil Rights Act of 1964, as amended, 42 USC §§2000d et seq., and with DOT regulations, “Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act,” 49 CFR Part 21. Except to the extent FTA determines otherwise in writing, the Grantee agrees to follow all applicable provisions of the most recent edition of FTA Circular 4702.1A, “Title VI and Title VI-Dependent Guidelines for Federal Transit Administration Grantees,” and any other applicable federal directives that may be issued.
3. **Access to Services for Persons with Limited English Proficiency.** The Grantee agrees to facilitate compliance with the policies of Executive Order No. 13166, “Improving Access to Services for Persons with Limited English Proficiency,” 42 USC §2000d-1 note, and follow applicable provisions of DOT Notice, “DOT Policy Guidance Concerning Grantees’ Responsibilities to Limited English Proficiency (LEP) Persons,” 70 Fed. Reg. 74087, December 14, 2005, except to the extent that FTA determines otherwise in writing.
4. **Environmental Justice.** The Grantee agrees to facilitate compliance with the policies of Executive Order No. 12898, “Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations,” 42 USC §4321 note; and DOT Order 5620.3, “Department of Transportation Actions To Address Environmental Justice in Minority Populations and Low-Income Populations,” 62 Fed. Reg. 18377 et seq., April 15, 1997, except to the extent that the Federal Government determines otherwise in writing.
5. **Equal Employment Opportunity.** The Grantee agrees to comply, and assures the compliance of each subsequent Subgrantee, lessee, third party contractor, or other participant at any tier, with all equal employment opportunity (EEO) provisions of 49 USC §5332, with Title VII of the Civil Rights Act of 1964, as amended, 42 USC §2000e et seq., and implementing Federal regulations and any later amendments thereto. Except to the extent FTA determines otherwise in writing, the Grantee also agrees to follow all applicable federal EEO directives that may be issued. The Grantee agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, sex, disability, age, or national origin. The Grantee agrees to take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, disability, age, or national origin. Such action shall include, but not be limited to, employment, upgrading, demotions or transfers, recruitment or recruitment advertising, layoffs or terminations; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
6. **Equal Employment Opportunity Requirements for Construction Activities.** For activities determined by the US Department of Labor (DOL) to qualify as “construction,” the Grantee agrees to comply and assures the compliance of each subsequent Subgrantee, lessee, third party contractor, or other participant, at any tier of the Project, with all requirements of DOL regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” 41 CFR Parts 60 et seq.; with implementing Executive Order No. 11246, “Equal Employment Opportunity,” as amended by Executive Order No. 11375, “Amending Executive Order No. 11246 Relating to Equal Employment Opportunity,” 42 USC §2000e note, and with other applicable EEO laws and regulations, and also agrees to follow applicable Federal directives, except as the Federal Government determines otherwise in writing.
7. **Disadvantaged Business Enterprise.** To the extent authorized by federal law, the Grantee agrees to facilitate participation by Disadvantaged Business Enterprises (DBEs) in the Project and assures that each

subsequent Subgrantee, lessee, third party contractor, or other participant at any tier will facilitate participation by DBEs in the project to the extent applicable as follows:

- a. The Grantee agrees and assures that it shall comply with section 1101(b) of SAFETEA-LU, 23 USC §101 note, and DOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 CFR Part 26.
 - b. The Grantee shall abide by the following clause and ensure that it is included in each DOT-assisted contract: The Grantee, Subgrantee or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted procurement and contracts of products and services contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as Grantee deems appropriate. [Note – This language is to be used verbatim, as is stated in §26.13(b).]
 - c. CDOT's DBE program, which has been approved by the DOT, is incorporated by reference and made part of this Grant and all projects administered in accordance therewith.
8. Nondiscrimination on the Basis of Sex. The Grantee agrees to comply with all applicable requirements of Title IX of the Education Amendments of 1972, as amended, 20 USC §§1681 *et seq.*, and with implementing DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 CFR Part 25, that prohibit discrimination on the basis of sex.
9. Nondiscrimination on the Basis of Age. The Grantee agrees to comply with all applicable requirements of:
- a. The Age Discrimination Act of 1975, as amended, 42 USC §§6101 *et seq.*, and with implementing US Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 CFR Part 90, which prohibit discrimination against individuals on the basis of age in the administration of programs or activities receiving federal financial assistance.
 - b. The Age Discrimination in Employment Act (ADEA) 29 USC §§621 through 634 and with implementing US Equal Employment Opportunity Commission regulations, "Age Discrimination in Employment Act," 29 CFR Part 1625, which prohibits discrimination against individuals on the basis of age.
10. Access for Individuals with Disabilities. The Grantee agrees to comply with 49 USC §5301(d), which states the federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. The Grantee also agrees to comply with all applicable provisions of section 504 of the Rehabilitation Act of 1973, as amended, 29 USC §794, which prohibits discrimination on the basis of disability in the administration of programs or activities receiving federal financial assistance; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC §§12101 *et seq.*, which requires that accessible facilities and services be made available to individuals with disabilities; with the Architectural Barriers Act of 1968, as amended, 42 USC §§4151 *et seq.*, which requires that buildings and public accommodations be accessible to individuals with disabilities; and with other laws and amendments thereto pertaining to access for individuals with disabilities that may be applicable. In addition, the Grantee agrees to comply with applicable implementing federal regulations and any later amendments thereto, and agrees to follow applicable federal implementing directives, except to the extent FTA approves otherwise in writing. Among those regulations and directives are:
- a. US DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37;
 - b. US DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 CFR Part 27;
 - c. Joint US Architectural and Transportation Barriers Compliance Board (US ATBCB)/US DOT

regulations, “Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles,” 36 CFR Part 1192 and 49 CFR Part 38;

- d. US DOJ regulations, “Nondiscrimination on the Basis of Disability in State and Local Government Services,” 28 CFR Part 35;
 - e. US DOJ regulations, “Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities,” 28 CFR Part 36;
 - f. US General Services Administration (US GSA) regulations, “Accommodations for the Physically Handicapped,” 41 CFR Subpart 101-19;
 - g. US EEOC, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 CFR Part 1630;
 - h. US Federal Communications Commission regulations, “Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled,” 47 CFR Part 64, Subpart F;
 - i. US ATBCB regulations, “Electronic and Information Technology Accessibility Standards,” 36 CFR Part 1194; and
 - j. FTA regulations, “Transportation for Elderly and Handicapped Persons,” 49 CFR Part 609; and Federal civil rights and nondiscrimination directives implementing those Federal laws and regulations, except to the extent the Federal Government determines otherwise in writing.
11. Drug or Alcohol Abuse - Confidentiality and Other Civil Rights Protections. To the extent applicable, the Grantee agrees to comply with the confidentiality and civil rights protections of the Drug Abuse Office and Treatment Act of 1972, as amended, 21 USC §§1101 et seq., the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 USC §§4541 et seq., and the Public Health Service Act of 1912, as amended, 42 USC §§290dd through 290dd-2, and any amendments thereto.
12. Other Nondiscrimination Laws. The Grantee agrees to comply with applicable provisions of other federal laws and regulations, and follow applicable federal directives prohibiting discrimination, except to the extent the Federal Government determines otherwise in writing.

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26. EXHIBIT D - CERTIFICATIONS AND ASSURANCES

A. Standard Assurances

The Grantee assures that it will comply with all applicable federal statutes and regulations in carrying out any project supported by an FTA grant or cooperative agreement. The Grantee agrees that it is under a continuing obligation to comply with the terms and conditions of the incorporated by reference and made part of the latest amendment to its grant agreement or cooperative agreement with CDOT and the FTA issued for its Project. The Grantee recognizes that federal laws and regulations may be modified from time to time and those modifications may affect project implementation. The Grantee understands that Presidential executive orders and federal directives, including federal policies and program guidance may be issued concerning matters affecting the Grantee or its Project. The Grantee agrees that the most recent federal laws, regulations, and directives will apply to the Project, unless FTA issues a written determination otherwise.

B. Suspension and Debarment

The Grantee shall obtain from its third party contractors certifications required by Department of Transportation regulations, "Government-wide Debarment and Suspension (Nonprocurement)," 49 CFR Part 29, and otherwise comply with the requirements of those regulations.

C. US OMB Assurance

Consistent with US OMB assurances set forth in SF-424B and SF-424D, the Grantee assures that, with respect to itself or its Project, the Grantee:

1. Has the legal authority to apply for federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay the non-federal share of the project cost) to assure proper planning, management, and completion of the Project described in its application;
2. Will give FTA, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to an the right to examine all records, books, papers, or documents related to the award: and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives;
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain;
4. Will initiate and complete the work within the applicable Project time periods following receipt of FTA approval

D. Lobbying Certification

The Grantee or its subcontractor shall not use federal assistance funds for publicity or propoganda purposes designed to support or defeat legislation or appropriations pending before Congress or a state legislature.

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27. EXHIBIT E – VERIFICATION OF PAYMENT

This checklist is to assist the Grantee in preparation of its billing packets to CDOT. This checklist is provided as guidance and is subject to change by CDOT. CDOT shall provide notice of any such changes to Grantee. All items may not apply to your particular entity. CDOT's goal is to reimburse Grantees as quickly as possible and a well organized and complete billing packet helps to expedite payment.

☐ **Verification of Payment –**

- ✓ General Ledger Report must have the following:
 - Identify check number or EFT number
 - If no check number is available, submit Accounts Payable Distribution report with the General Ledger
 - In-Kind (must be pre-approved by CDOT) and/or cash match
 - Date of the report
 - Accounting period
 - Current period transactions
 - Account coding for all incurred expenditures.
- ✓ If no General Ledger Report, all of the following are acceptable:
 - copies of checks
 - check registers
 - paycheck stub showing payment number
 - showing the amount paid, the check number or electronic funds transfer (EFT) and the date paid.
- ✓ CDOT needs to ensure that expenditures incurred by the local agencies have been paid by the local agency before CDOT is invoiced by the local agency.
- ✓ Payment amounts should match the amount requested on the reimbursement. Additional explanation and documentation is required for any variances.

☐ **In-Kind or Cash Match – If an entity wishes to use these types of match, they must be approved by CDOT prior to any work taking place.**

- ✓ If in-kind or cash match is being used for the local match, the in-kind or cash match portion of the project must be included in the project application and the scope of work attached to the contract or purchase order. FTA does not require pre-approval of in-kind or cash match, but CDOT does.
- ✓ General ledger must also show the in-kind and/or cash match.

☐ **Indirect costs – If an entity wishes to use indirect costs, the rate must be approved by CDOT prior to applying it to the reimbursements.**

- ✓ If indirect costs are being requested, an approved indirect letter from CDOT or your cognizant agency must be provided. The letter must state what indirect costs are allowed, the approved rate and the time period for the approval. The indirect cost plan must be reconciled annually and an updated letter submitted each year thereafter.

☐ **Fringe Benefits- Considered part of the Indirect Cost Rate and must be reviewed and approved prior to including these costs in the reimbursements.**

- ✓ Submit an approval letter from cognizant agency that verifies fringe benefit or
- ✓ Submit the following fringe benefit rate proposal package to CDOT Audit Division:
 - Copy of Financial Statement
 - Personnel Cost Worksheet
 - State of Employee Benefits
 - Cost Policy Statement

28. EXHIBIT F - SUPPLEMENTAL FEDERAL PROVISIONS

**State of Colorado
Supplemental Provisions for
Federally Funded Contracts, Grants, and Purchase Orders
Subject to
The Federal Funding Accountability and Transparency Act of 2006 (FFATA), As Amended
As of 3-20-13**

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

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

Award *does not* include:

 - 1.1.12.** Technical assistance, which provides services in lieu of money;
 - 1.1.13.** A transfer of title to Federally-owned property provided in lieu of money; even if the award is called a grant;
 - 1.1.14.** Any award classified for security purposes; or
 - 1.1.15.** Any award funded in whole or in part with Recovery funds, as defined in section 1512 of the American Recovery and Reinvestment Act (ARRA) of 2009 (Public Law 111-5).
 - 1.2. “Contract”** means the contract to which these Supplemental Provisions are attached and includes all Award types in §1.1.1 through 1.1.11 above.
 - 1.3. “Contractor”** means the party or parties to a Contract funded, in whole or in part, with Federal financial assistance, other than the Prime Recipient, and includes grantees, subgrantees, Subrecipients, and borrowers. For purposes of Transparency Act reporting, Contractor does not include Vendors.
 - 1.4. “Data Universal Numbering System (DUNS) Number”** means the nine-digit number established and assigned by Dun and Bradstreet, Inc. to uniquely identify a business entity. Dun and Bradstreet’s website may be found at: <http://fedgov.dnb.com/webform>.
 - 1.5. “Entity”** means all of the following as defined at 2 CFR part 25, subpart C;
 - 1.5.1.** A governmental organization, which is a State, local government, or Indian Tribe;
 - 1.5.2.** A foreign public entity;
 - 1.5.3.** A domestic or foreign non-profit organization;

- 1.5.4. A domestic or foreign for-profit organization; and
- 1.5.5. A Federal agency, but only a Subrecipient under an Award or Subaward to a non-Federal entity.
- 1.6. **“Executive”** means an officer, managing partner or any other employee in a management position.
- 1.7. **“Federal Award Identification Number (FAIN)”** means an Award number assigned by a Federal agency to a Prime Recipient.
- 1.8. **“FFATA”** means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. FFATA, as amended, also is referred to as the “Transparency Act.”
- 1.9. **“Prime Recipient”** means a Colorado State agency or institution of higher education that receives an Award.
- 1.10. **“Subaward”** means a legal instrument pursuant to which a Prime Recipient of Award funds awards all or a portion of such funds to a Subrecipient, in exchange for the Subrecipient’s support in the performance of all or any portion of the substantive project or program for which the Award was granted.
- 1.11. **“Subrecipient”** means a non-Federal Entity (or a Federal agency under an Award or Subaward to a non-Federal Entity) receiving Federal funds through a Prime Recipient to support the performance of the Federal project or program for which the Federal funds were awarded. A Subrecipient is subject to the terms and conditions of the Federal Award to the Prime Recipient, including program compliance requirements. The term “Subrecipient” includes and may be referred to as Subgrantee.
- 1.12. **“Subrecipient Parent DUNS Number”** means the subrecipient parent organization’s 9-digit Data Universal Numbering System (DUNS) number that appears in the subrecipient’s System for Award Management (SAM) profile, if applicable.
- 1.13. **“Supplemental Provisions”** means these Supplemental Provisions for Federally Funded Contracts, Grants, and Purchase Orders subject to the Federal Funding Accountability and Transparency Act of 2006, As Amended, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institution of higher education.
- 1.14. **“System for Award Management (SAM)”** means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at <http://www.sam.gov>.
- 1.15. **“Total Compensation”** means the cash and noncash dollar value earned by an Executive during the Prime Recipient’s or Subrecipient’s preceding fiscal year and includes the following:
 - 1.15.1. Salary and bonus;
 - 1.15.2. Awards of stock, stock options, and stock appreciation rights, using the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2005) (FAS 123R), Shared Based Payments;
 - 1.15.3. Earnings for services under non-equity incentive plans, not including group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of Executives and are available generally to all salaried employees;
 - 1.15.4. Change in present value of defined benefit and actuarial pension plans;
 - 1.15.5. Above-market earnings on deferred compensation which is not tax-qualified;
 - 1.15.6. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the Executive exceeds \$10,000.
- 1.16. **“Transparency Act”** means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. The Transparency Act also is referred to as FFATA.
- 1.17. **“Vendor”** means a dealer, distributor, merchant or other seller providing property or services required for a project or program funded by an Award. A Vendor is not a Prime Recipient or a

Subrecipient and is not subject to the terms and conditions of the Federal award. Program compliance requirements do not pass through to a Vendor.

2. **Compliance.** Contractor shall comply with all applicable provisions of the Transparency Act and the regulations issued pursuant thereto, including but not limited to these Supplemental Provisions. Any revisions to such provisions or regulations shall automatically become a part of these Supplemental Provisions, without the necessity of either party executing any further instrument. The State of Colorado may provide written notification to Contractor of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.
3. **System for Award Management (SAM) and Data Universal Numbering System (DUNS) Requirements.**
 - 3.1. **SAM.** Contractor shall maintain the currency of its information in SAM until the Contractor submits the final financial report required under the Award or receives final payment, whichever is later. Contractor shall review and update SAM information at least annually after the initial registration, and more frequently if required by changes in its information.
 - 3.2. **DUNS.** Contractor shall provide its DUNS number to its Prime Recipient, and shall update Contractor's information in Dun & Bradstreet, Inc. at least annually after the initial registration, and more frequently if required by changes in Contractor's information.
4. **Total Compensation.** Contractor shall include Total Compensation in SAM for each of its five most highly compensated Executives for the preceding fiscal year if:
 - 4.1. The total Federal funding authorized to date under the Award is \$25,000 or more; and
 - 4.2. In the preceding fiscal year, Contractor received:
 - 4.2.1. 80% or more of its annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and
 - 4.2.2. \$25,000,000 or more in annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Sub-awards subject to the Transparency Act; and
 - 4.3. The public does not have access to information about the compensation of such Executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or § 6104 of the Internal Revenue Code of 1986.
5. **Reporting.** Contractor shall report data elements to SAM and to the Prime Recipient as required in §7 below if Contractor is a Subrecipient for the Award pursuant to the Transparency Act. No direct payment shall be made to Contractor for providing any reports required under these Supplemental Provisions and the cost of producing such reports shall be included in the Contract price. The reporting requirements in §7 below are based on guidance from the US Office of Management and Budget (OMB), and as such are subject to change at any time by OMB. Any such changes shall be automatically incorporated into this Contract and shall become part of Contractor's obligations under this Contract, as provided in §2 above. The Colorado Office of the State Controller will provide summaries of revised OMB reporting requirements at <http://www.colorado.gov/dpa/dfp/sco/FFATA.htm>.
6. **Effective Date and Dollar Threshold for Reporting.** The effective date of these Supplemental Provisions apply to new Awards as of October 1, 2010. Reporting requirements in §7 below apply to new Awards as of October 1, 2010, if the initial award is \$25,000 or more. If the initial Award is below \$25,000 but subsequent Award modifications result in a total Award of \$25,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds \$25,000. If the initial Award is \$25,000 or more, but funding is subsequently de-obligated such that the total award amount falls below \$25,000, the Award shall continue to be subject to the reporting requirements.
7. **Sub-recipient Reporting Requirements.** If Contractor is a Sub-recipient, Contractor shall report as set forth below.

7.1. To SAM. A Sub-recipient shall register in SAM and report the following data elements in SAM *for each* Federal Award Identification Number no later than the end of the month following the month in which the Subaward was made:

- 7.1.1.** Sub-recipient DUNS Number;
- 7.1.2.** Sub-recipient DUNS Number + 4 if more than one electronic funds transfer (EFT) account;
- 7.1.3.** Sub-recipient Parent DUNS Number;
- 7.1.4.** Sub-recipient's address, including: Street Address, City, State, Country, Zip + 4, and Congressional District;
- 7.1.5.** Sub-recipient's top 5 most highly compensated Executives if the criteria in §4 above are met; and
- 7.1.6.** Sub-recipient's Total Compensation of top 5 most highly compensated Executives if criteria in §4 above met.

7.2. To Prime Recipient. A Subrecipient shall report to its Prime Recipient, upon the effective date of the Contract, the following data elements:

- 7.2.1.** Sub-recipient's DUNS Number as registered in SAM.
- 7.2.2.** Primary Place of Performance Information, including: Street Address, City, State, Country, Zip code + 4, and Congressional District.

8. Exemptions.

8.1. These Supplemental Provisions do not apply to an individual who receives an Award as a natural person, unrelated to any business or non-profit organization he or she may own or operate in his or her name.

8.2. A Contractor with gross income from all sources of less than \$300,000 in the previous tax year is exempt from the requirements to report Subawards and the Total Compensation of its most highly compensated Executives.

8.3. Effective October 1, 2010, "Award" currently means a grant, cooperative agreement, or other arrangement as defined in Section 1.1 of these Special Provisions. On future dates "Award" may include other items to be specified by OMB in policy memoranda available at the OMB Web site; Award also will include other types of Awards subject to the Transparency Act.

8.4. There are no Transparency Act reporting requirements for Vendors.

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



Staff Communication

File #: Resolution 10-2016, **Version:** 1

Agenda Date: 02/16/2016

Subject:

Resolution approving a Memorandum of Understanding and Business Associate Agreement with the Colorado Springs Fire Department for the CONNECT Colorado Mobile Integration Health Demonstration Project

Presented By: Chris Armstrong, Fire Chief

POLICY QUESTION:

Does city council support a Memorandum of Understanding (MOU) for participation in the CONNECT Mobile Integrated Health (MIH) demonstration project?

BACKGROUND:

Glossary of terms:

MIH - Mobile Integrated Health (as it stands now LFR Cares Car)

CONNECT - Community Outreach Navigation Network Education & Collaboration Team

CSFD - Colorado Springs Fire Department (the anchor for the project)

BAA - Business Associate Agreement (standard language for HIPAA (Health Insurance Portability and Accountability Act) agreement between agencies)

There are individuals that frequently access 911 for non-911 related health care needs. The state is looking at providing funding for EMS-based programs that better address their needs. To do this they need certain data points captured, which we are now doing. We want to collaborate with other fire departments in effort to secure long-term funding from the state for all municipalities involved. The CONNECT project achieves this goal, using a set of data requirements that have already allowed some municipalities to receive limited funding.

In the next two years, there is an opportunity to receive state funding to address healthcare needs of those 'super-users' that access 911 the most. In order to be eligible for this opportunity, fire departments across the state are standardizing data collection methods to provide specific data needed to secure this funding. This project utilizes a set of metrics already approved by state agencies to extend this opportunity to our citizens.

Each department involved in this project would base the specific intervention on the needs and resources present in their communities, however all would share a basic structure. This MOU details a suggested shared structure, with the details to be agreed upon once all participating parties are officially signed on to the project. All programs must be community collaborations, based on addressing the needs of a medically underserved community in their area.

This demonstration project would show how a scalable community mobile integrated health intervention could improve health outcomes across different geographic regions in the state and with different types and sizes of communities. It will give fire and EMS departments the opportunity to define what these types of programs

mean for them and may influence the decisions made about similar projects at the state level, in the form of statutes and regulations that may govern the work that they will do.

The BAA is a HIPAA requirement for all entities entering into the MOU with the CONNECT MIH project. The BAA assures that all entities provide the required minimum level of security and protection regarding patient information and the sharing of patient information. As a certified EMS agency, LFR already meets these requirements and no further action is needed to accommodate these provisions. The BAA ensures that we will continue to maintain our privacy measures as we always have and anyone signing onto the project will be held to the same standards.

STAFF ANALYSIS:

Staff sees this project as integral framework, data collection, and administrative support for a statewide collaborative effort to identify and better serve those within our community that most likely include the following:

- Super utilizers (high number of 911 calls)
- Super utilizers (high number of ED visitations/admissions)
- Polypharmacy (patients with numerous prescriptions)
- Other criteria deemed appropriate by collaborating partners

FISCAL IMPACTS:

No new fiscal impact

STAFF RECOMMENDATION:

Staff recommends approval

PROPOSED MOTION:

I move to approve the resolution approving a Memorandum of Understanding, and Business Associate Agreement with the Colorado Springs Fire Department, for the CONNECT Colorado Mobile Integration Health Demonstration Project

MEMORANDUM OF UNDERSTANDING BETWEEN COLORADO MOBILE INTEGRATED HEALTH DEMONSTRATION PROJECT MEMBERS

MEMORANDUM OF UNDERSTANDING FOR THE PARTICIPATION IN AND COMMITMENT TO THE Statewide COLORADO MOBILE INTEGRATED HEALTH DEMONSTRATION PROJECT Community Outreach Navigation Network: Education & Collaboration Team(C.O.N.N.E.C.T.) BETWEEN THE AURORA FIRE DEPARTMENT, COLORADO RIVER FIRE DEPARTMENT, COLORADO SPRINGS FIRE DEPARTMENT, DENVER FIRE DEPARTMENT, GRAND JUNCTION FIRE DEPARTMENT, LITTLETON FIRE DEPARTMENT, LONGMONT FIRE DEPARTMENT, PUEBLO FIRE DEPARTMENT, SOUTH METRO FIRE DEPARTMENT, WEST METRO FIRE DEPARTMENT AND WESTMINSTER FIRE DEPARTMENT. For purposes of this MOU, each Party may be referred to as a “Party” or collectively as “Parties”.

WHEREAS, the Colorado Mobile Integrated Health Demonstration Project (“MIH Project”) is a Demonstration Project organized & developed to provide an intervention to address “Super-Utilizers” of the 911 and Emergency Department system with fire department agencies in Adams, Arapahoe, Boulder, Denver, Douglas, El Paso, Garfield, Jefferson, Mesa, Pueblo and Weld Counties; and

WHEREAS, the MIH Project was formed in 2015 in response to a small number of People disproportionately utilizing Emergency community resources for non-emergent needs; and

WHEREAS, member agencies of the MIH Project (“Parties”) have a vested interest in reducing the number of low acuity medical and mental health issues accessing and over utilizing the Emergency system by identifying those utilizers who are better suited to receive care in a non-emergent setting; and

WHEREAS, the Parties have a vested interest in the education and increased awareness of the community regarding the negative aspects of overutilization of the Emergency system; and

WHEREAS, the Parties recognize and acknowledge the importance of pooling resources and collecting data to address the issue to inform policy makers and the wider community across the state of Colorado.

IN CONSIDERATION of the mutual and valuable benefit to the Parties, this Memorandum of Understanding (“MOU”) is hereby entered into.

THE PARTIES AGREE:

1. The Colorado Springs Fire Department along with the Longmont Department of Public Safety will Co-Chair a Collaboration of Fire Departments Across the State of Colorado to Provide and deploy an Evidence based intervention hereafter referred to as the CONNECT intervention, to reduce the low acuity medical and mental health 911 calls, and increase patient health by providing the right care, at the right time, by the right resource.
2. The Parties will participate in and contribute to this CONNECT intervention, to the extent that logistics and resources permit, for a period of 24 months.
3. That each participating Department has equal standing and representation within the collaboration.
4. Parties agree to share project required data that includes Pertinent Patient Health information for the purpose of care coordination and project evaluation. Each individual's department data belongs to each department and can be used as they see fit, all program wide data that includes other departments belong to the collaboration and can only be shared in a manner in which the collaboration decides.
5. All data collected in the performance of work under this MOU shall be accessible to all of the collaborators and each party shall retain the right to share such data freely and unilaterally. All works of authorship and all developments made, conceived, created, discovered, invented or reduced to practice in the performance of work hereunder shall remain the sole and absolute property of the party whose employee, agent, or representative authored, made, conceived, created, discovered, invented or reduced to practice any such development.
6. Each Party agrees to be responsible for its own liability incurred as a result of its participation in this Agreement. In the event any claim is litigated, each Party will be responsible for its own expenses of litigation or other costs associated with enforcing this MOU. No provision of the MOU shall be deemed or construed to be a relinquishment or waiver of any kind of the application limitations of liability provided to the Parties by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et. seq. and Article XI of the Colorado Constitution.
7. Parties agree to treat as confidential, and preserve the confidentiality of the CONNECT intervention process, forms, training material, logos, and all Confidential Patient Information; (2) use of any of this Confidential Information is solely for the purposes of this MOU; (3) not copy such Confidential Information unless specifically authorized by collaboration Chair(s) in writing to do so; and (4) limit dissemination of the Confidential Information to those to Agents whom disclosure is necessary for the purposes of this

Agreement, provided such Agents have agreed to maintain the confidentiality thereof in a written agreement no less restrictive than this Agreement.

8. No Party to this MOU shall be required to pay any compensation to any other Party or to the other Party's personnel for any personnel, services or equipment rendered hereunder, unless negotiated in advance and agreed to and executed under a separate and independent agreement or contract. Grants applied for by the entire collaboration will be distributed based upon grant budget approved by the collaboration. The Colorado Springs Fire Department shall serve as the fiscal pass through for any such grants.
9. This MOU shall be effective for 24 months. Any Party to this MOU may terminate its participation in the MOU, with or without cause, upon thirty (30) days prior written notice to all other Parties. Any notice of termination shall state the actual termination date.
10. In the event of a dispute between the Parties, the Parties agree that they will use their best efforts to informally resolve that dispute through consultation and communication between the Parties.
11. It is expressly understood and agreed that this MOU is for the benefit of the Parties only, and nothing contained herein shall give or allow any claim or right of action by any other third person or entity on or under this MOU. It is the express intention of the Parties hereto that any person or entity, other than the Parties to this MOU, receiving services or benefits under or resulting from this MOU shall be deemed to be incidental beneficiaries only.
12. This MOU, together with all exhibits attached hereto, constitutes the entire agreement between the Parties, and all other representations or statements heretofore made, verbal or written, are merged herein, and this MOU may be amended only in writing, and executed by duly authorized representative of the Parties hereto.
13. Authorization. The signing of this MOU is not a formal undertaking, but rather signifies that the signatory Parties will strive to reach, to the best of their ability, the objectives of this MOU.

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FOR THE COLORADO MOBILE INTEGRATED HEALTH DEMONSTRATION PROJECT:

Co-Chair

Date

Co-Chair

Date

AGENCY REPRESENTATIVES:

Littleton Fire Rescue – Chief Chris Armstrong

Agency Name:

Date

Littleton Fire Rescue – Tyson Hungerford

Agency Name:

Date

Agency Name:

Date

Agency Name:

Date

1 **CITY OF LITTLETON, COLORADO**

2
3 **Resolution No. 10-2016**

4
5 **Series, 2016**

6
7 **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LITTLETON,**
8 **COLORADO, APPROVING A MEMORANDUM OF UNDERSTANDING, AND**
9 **BUSINESS ASSOCIATE AGREEMENT WITH THE COLORADO SPRINGS FIRE**
10 **DEPARTMENT, FOR THE CONNECT COLORADO MOBILE INTEGRATED HEALTH**
11 **DEMONSTRATION PROJECT**

12
13
14 **WHEREAS**, the Colorado Mobile Integrated Health Demonstration Project (“MIH
15 Project”) is a demonstration project organized and developed to provide an intervention to
16 address “super-utilizers” of the 911 and emergency department system with fire department
17 agencies in Adams, Arapahoe, Boulder, Denver, Douglas, El Paso, Garfield, Jefferson, Mesa,
18 Pueblo and Weld Counties;

19
20 **WHEREAS**, the MIH Project was formed in 2015 in response to a small number of
21 people disproportionately utilizing emergency community resources for non-emergent needs;

22
23 **WHEREAS**, member agencies of the MIH Project have a vested interest in reducing the
24 number of low acuity medical and mental health issues accessing and over-utilizing the
25 emergency system by identifying those utilizers who are better suited to receive care in a non-
26 emergent setting;

27
28 **WHEREAS**, member agencies of the MIH Project also have a vested interest in the
29 education and increased awareness of the community regarding the negative aspects of
30 overutilization of the emergency system; and

31
32 **WHEREAS**, member agencies of the MIH Project recognize and acknowledge the
33 importance of pooling resources and collecting data to address the issue to inform policy makers
34 and the wider community across the State of Colorado;

35
36
37 **NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF**
38 **THE CITY OF LITTLETON, COLORADO, THAT:**

39
40 The Memorandum of Understanding, and Business Associate Agreement with the
41 Colorado Springs Fire Department, for the CONNECT Colorado Mobile
42 Integrated Health Demonstration Project is hereby approved.

43
44
45 **INTRODUCED, READ AND ADOPTED** at a regularly scheduled meeting of the

City Council of the City of Littleton, Colorado, on the _16th_ day of __February__, 2016, at
6:30 p.m. at the Littleton Center, 2255 West Berry Avenue, Littleton, Colorado.

ATTEST:

Wendy Heffner
CITY CLERK

Bruce O. Beckman
MAYOR

APPROVED AS TO FORM:

Kristin Schledorn
CITY ATTORNEY

HIPAA BUSINESS ASSOCIATE AGREEMENT

This Business Associate Addendum (“Addendum”) is a part of the MOU dated December 1, 2015 between the Colorado Springs Fire Department, 375 Printers Pkwy, Colorado Springs, CO 80910, a Municipal Government Entity, and Littleton Fire Rescue.

For purposes of this Agreement, the Colorado Springs Fire Department is referred to as “Covered Entity” or “CE” and Littleton Fire Rescue is referred to as “Associate”. Unless the context clearly requires a distinction between the MOU document and this Agreement, all references herein to “the MOU” or “this MOU” include this Agreement.

RECITALS

- A. CE wishes to disclose certain information to Associate pursuant to the terms of the Contract, some of which may constitute Protected Health Information (“PHI”) (defined below).
- B. CE and Associate intend to protect the privacy and provide for the security of PHI disclosed to Associate pursuant to this Contract in compliance with the Health Insurance Portability and Accountability Act of 1996, 42 U.S.C. § 1320d – 1320d-8 (“HIPAA”) as amended by the American Recovery and Reinvestment Act of 2009 (“ARRA”)/HITECH Act (P.L. 111-005), and its implementing regulations promulgated by the U.S. Department of Health and Human Services, 45 C.F.R. Parts 160, 162 and 164 (the “HIPAA Rules”) and other applicable laws, as amended.
- C. As part of the HIPAA Rules, the CE is required to enter into a written agreement containing specific requirements with Associate prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 160.103, 164.502(e) and 164.504(e) of the Code of Federal Regulations (“C.F.R.”) and contained in this Agreement.

The parties agree as follows:

1. Definitions.

a. Except as otherwise defined herein, capitalized terms in this Agreement shall have the definitions set forth in the HIPAA Rules at 45 C.F.R. Parts 160, 162 and 164, as amended. In the event of any conflict between the mandatory provisions of the HIPAA Rules and the provisions of this agreement, the HIPAA Rules shall control. Where the provisions of this agreement differ from those mandated by the HIPAA Rules, but are nonetheless permitted by the HIPAA Rules, the provisions of this agreement shall control.

b. “Protected Health Information” or “PHI” means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be

used to identify the individual, and shall have the meaning given to such term under the HIPAA Rules, including, but not limited to, 45 C.F.R. Section 164.501.

c. “Protected Information” shall mean PHI provided by CE to Associate or created received, maintained or transmitted by Associate on CE’s behalf. To the extent Associate is a covered entity under HIPAA and creates or obtains its own PHI for treatment, payment and health care operations, Protected Information under this Contract does not include any PHI created or obtained by Associate as a covered entity and Associate shall follow its own policies and procedures for accounting, access and amendment of Associate’s PHI.

d. “Subcontractor” shall mean a third party to whom Associate delegates a function, activity, or service that involves CE’s Protected Information, in order to carry out the responsibilities of this Agreement.

2. Obligations of Associate.

a. Permitted Uses. Associate shall not use Protected Information except for the purpose of performing Associate’s obligations under this Contract and as permitted under this Addendum. Further, Associate shall not use Protected Information in any manner that would constitute a violation of the HIPAA Rules if so used by CE, except that Associate may use Protected Information: (i) for the proper management and administration of Associate; (ii) to carry out the legal responsibilities of Associate; or (iii) for Data Aggregation purposes for the Health Care Operations of CE. Additional provisions, if any, governing permitted uses of Protected Information are set forth in Attachment A to this Addendum. Associate accepts full responsibility for any penalties incurred as a result of Associate’s breach of the HIPAA Rules.

b. Permitted Disclosures. Associate shall not disclose Protected Information in any manner that would constitute a violation of the HIPAA Rules if disclosed by CE, except that Associate may disclose Protected Information: (i) in a manner permitted pursuant to this Contract; (ii) for the proper management and administration of Associate; (iii) as required by law; (iv) for Data Aggregation purposes for the Health Care Operations of CE; or (v) to report violations of law to appropriate federal or state authorities, consistent with 45 C.F.R. Section 164.502(j)(1). To the extent that Associate discloses Protected Information to a third party Subcontractor, Associate must obtain, prior to making any such disclosure: (i) reasonable assurances through execution of a written agreement with such third party that such Protected Information will be held confidential as provided pursuant to this Addendum and only disclosed as required by law or for the purposes for which it was disclosed to such third party; and that such third party will notify Associate within two (2) business days of any breaches of confidentiality of the Protected Information, to the extent it has obtained knowledge of such breach. Additional provisions, if any, governing permitted disclosures of Protected Information are set forth in Attachment A.

c. Appropriate Safeguards. Associate shall implement appropriate safeguards as are necessary to prevent the use or disclosure of Protected Information other than as permitted by this Contract. Associate shall comply with the requirements of the HIPAA Security Rule at 45 C.F.R. Sections 164.308, 164.310, 164.312, and 164.316. Associate shall maintain a

comprehensive written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Associate's operations and the nature and scope of its activities. Associate shall review, modify, and update documentation of, its safeguards as needed to ensure continued provision of reasonable and appropriate protection of Protected Information.

d. Reporting of Improper Use or Disclosure. Associate shall report to CE in writing any use or disclosure of Protected Information other than as provided for by this agreement within five (5) business days of becoming aware of such use or disclosure.

e. Associate's Agents. If Associate uses one or more Subcontractors or agents to provide services under the Contract, and such Subcontractors or agents receive or have access to Protected Information, each Subcontractor or agent shall sign an agreement with Associate containing the same provisions as this Addendum and further identifying CE as a third party beneficiary with rights of enforcement and indemnification from such Subcontractors or agents in the event of any violation of such Subcontractor or agent agreement. The Agreement between the Associate and Subcontractor or agent shall ensure that the Subcontractor or agent agrees to at least the same restrictions and conditions that apply to Associate with respect to such Protected Information. Associate shall implement and maintain sanctions against agents and Subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation.

f. Access to Protected Information. If Associate maintains Protected Information contained within CE's Designated Record Set, Associate shall make Protected Information maintained by Associate or its agents or Subcontractors in such Designated Record Sets available to CE for inspection and copying within ten (10) business days of a request by CE to enable CE to fulfill its obligations to permit individual access to PHI under the HIPAA Rules, including, but not limited to, 45 C.F.R. Section 164.524. If such Protected Information is maintained by Associate in an electronic form or format, Associate must make such Protected Information available to CE in a mutually agreed upon electronic form or format.

g. Amendment of PHI. If Associate maintains Protected Information contained within CE's Designated Record Set, Associate or its agents or Subcontractors shall make such Protected Information available to CE for amendment within ten (10) business days of receipt of a request from CE for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, and shall incorporate any such amendment to enable CE to fulfill its obligations with respect to requests by individuals to amend their PHI under the HIPAA Rules, including, but not limited to, 45 C.F.R. Section 164.526. If any individual requests an amendment of Protected Information directly from Associate or its agents or Subcontractors, Associate must notify CE in writing within five (5) business days of receipt of the request. Any denial of amendment of Protected Information maintained by Associate or its agents or Subcontractors shall be the responsibility of CE.

h. Accounting Rights. If Associate maintains Protected Information contained within CE's Designated Record Set, Associate and its agents or Subcontractors shall make available to CE within ten (10) business days of notice by CE, the information required to

provide an accounting of disclosures to enable CE to fulfill its obligations under the HIPAA Rules, including, but not limited to, 45 C.F.R. Section 164.528. In the event that the request for an accounting is delivered directly to Associate or its agents or Subcontractors, Associate shall within five (5) business days of the receipt of the request forward it to CE in writing. It shall be CE's responsibility to prepare and deliver any such accounting requested. Associate shall not disclose any Protected Information except as set forth in Section 2(b) of this Agreement.

i. Governmental Access to Records. Associate shall keep records and make its internal practices, books and records relating to the use and disclosure of Protected Information available to the Secretary of the U.S. Department of Health and Human Services (the "Secretary"), in a time and manner designated by the Secretary, for purposes of determining CE's or Associate's compliance with the HIPAA Rules. Associate shall provide to CE a copy of any Protected Information that Associate provides to the Secretary concurrently with providing such Protected Information to the Secretary when the Secretary is investigating CE. Associate shall cooperate with the Secretary if the Secretary undertakes an investigation or compliance review of Associate's policies, procedures or practices to determine whether Associate is complying with the HIPAA Rules, and permit access by the Secretary during normal business hours to its facilities, books, records, accounts, and other sources of information, including Protected Information, that are pertinent to ascertaining compliance.

j. Minimum Necessary. Associate (and its agents or subcontractors) shall only request, use and disclose the minimum amount of Protected Information necessary to accomplish the purpose of the request, use or disclosure, in accordance with the Minimum Necessary requirements of the HIPAA Rules including, but not limited to 45 C.F.R. Sections 164.502(b) and 164.514(d).

k. Data Ownership. Associate acknowledges that Associate has no ownership rights with respect to the Protected Information.

l. Retention of Protected Information. Except upon termination of the agreement as provided in Section 4(d) of this agreement, Associate and its Subcontractors or agents shall retain all Protected Information throughout the term of this agreement and shall continue to maintain the information required under Section 2(h) of this agreement for a period of six (6) years.

M. Notice of Privacy Practices. Associate shall be responsible for reviewing CE's Notice of Privacy Practices, available from CE to determine any requirements applicable to Associate per this agreement.

N. Notification of Breach. During the term of this agreement, Associate shall notify CE within two (2) business days of any suspected or actual breach of security, intrusion or unauthorized use or disclosure of PHI and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. Associate shall not initiate notification to affected individuals per the HIPAA Rules without prior notification and approval of CE. Information provided to CE shall include the identification of each individual whose unsecured PHI has been, or is reasonably believed to have been accessed, acquired or disclosed

during the breach. Associate shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.

o. Audits, Inspection and Enforcement. Within ten (10) business days of a written request by CE, Associate and its agents or subcontractors shall allow CE to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of Protected Information pursuant to this Agreement for the purpose of determining whether Associate has complied with this Agreement; provided, however, that: (i) Associate and CE shall mutually agree in advance upon the scope, timing and location of such an inspection; and (ii) CE shall protect the confidentiality of all confidential and proprietary information of Associate to which CE has access during the course of such inspection. The fact that CE inspects, or fails to inspect, or has the right to inspect, Associate's facilities, systems, books, records, agreements, policies and procedures does not relieve Associate of its responsibility to comply with this Addendum, nor does CE's (i) failure to detect or (ii) detection, but failure to notify Associate or require Associate's remediation of any unsatisfactory practices, constitute acceptance of such practice or a waiver of CE's enforcement rights under the Agreement.

p. Safeguards During Transmission. Associate shall be responsible for using appropriate safeguards, including encryption of PHI, to maintain and ensure the confidentiality, integrity and security of Protected Information transmitted pursuant to the Agreement, in accordance with the standards and requirements of the HIPAA Rules.

q. Restrictions and Confidential Communications. Within ten (10) business days of notice by CE of a restriction upon uses or disclosures or request for confidential communications pursuant to 45 C.F.R. Section 164.522, Associate will restrict the use or disclosure of an individual's Protected Information. Associate will not respond directly to an individual's requests to restrict the use or disclosure of Protected Information or to send all communication of Protected Information to an alternate address. Associate will refer such requests to the CE so that the CE can coordinate and prepare a timely response to the requesting individual and provide direction to Associate.

3. Obligations of CE.

a. Safeguards During Transmission. CE shall be responsible for using appropriate safeguards, including encryption of PHI, to maintain and ensure the confidentiality, integrity and security of Protected Information transmitted pursuant to the Contract, in accordance with the standards and requirements of the HIPAA Rules.

b. Notice of Changes. CE maintains a copy of its Notice of Privacy Practices at its site. CE shall provide Associate with any changes in, or revocation of, permission to use or disclose Protected Information, to the extent that it may affect Associate's permitted or required uses or disclosures. To the extent that it may affect Associate's permitted use or disclosure of PHI, CE shall notify Associate of any restriction on the use or disclosure of Protected Information that CE has agreed to in accordance with 45 C.F.R. Section 164.522.

4. Termination.

a. Material Breach. In addition to any other provisions in the agreement regarding breach, a breach by Associate of any provision of this Agreement, as determined by CE, shall constitute a material breach of this Agreement and shall provide grounds for immediate termination of this Agreement by CE pursuant to the provisions of the Contract covering termination for cause, if any. If the Contract contains no express provisions regarding termination for cause, the following terms and conditions shall apply:

(1) Default. If Associate refuses or fails to timely perform any of the provisions of this Agreement, CE may notify Associate in writing of the non-performance, and if not promptly corrected within the time specified, CE may terminate this Agreement.

(2) Associate's Duties. Notwithstanding termination of this Agreement, and subject to any directions from CE, Associate shall take timely, reasonable and necessary action to protect and preserve property in the possession of Associate in which CE has an interest.

(3) Compensation. In the event of a material breach under paragraph 4a, CE may withhold amounts due Associate as CE deems necessary to protect CE against loss from third party claims of improper use or disclosure and to reimburse CE for the excess costs incurred in procuring similar goods and services elsewhere.

(4) Erroneous Termination for Default. If after such termination it is determined, for any reason, that Associate was not in default, or that Associate's action/inaction was excusable, such termination shall be treated as a termination for convenience, and the rights and obligations of the parties shall be the same as if this Agreement had been terminated for convenience, as described in this Agreement.

b. Reasonable Steps to Cure Breach. If CE knows of a pattern of activity or practice of Associate that constitutes a material breach or violation of the Associate's obligations under the provisions of this Agreement or another arrangement and does not terminate this Contract pursuant to Section 4(a), then CE shall take reasonable steps to cure such breach or end such violation.. If CE's efforts to cure such breach or end such violation are unsuccessful, CE shall either (i) terminate the Contract, if feasible or (ii) if termination of this Contract is not feasible, CE shall report Associate's breach or violation to the Secretary of the Department of Health and Human Services. If Associate knows of a pattern of activity or practice of a Subcontractor or agent that constitutes a material breach or violation of the Subcontractor's or agent's obligations under the written agreement between Associate and the Subcontractor or agent, Associate shall take reasonable steps to cure such breach or end such violation, if feasible.

c. Judicial or Administrative Proceedings. Either party may terminate the Agreement, effective immediately, if (i) the other party is named as a defendant in a criminal proceeding for a violation of the HIPAA Rules or other security or privacy laws or (ii) a finding or stipulation that the other party has violated any standard or requirement of the HIPAA Rules or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.

d. Effect of Termination.

(1) Except as provided in paragraph (2) of this subsection, upon termination of this Agreement, for any reason, Associate shall return or destroy all Protected Information that Associate or its agents or Subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If Associate elects to destroy the PHI, Associate shall certify in writing to CE that such PHI has been destroyed.

(2) If Associate believes that returning or destroying the Protected Information is not feasible, Associate shall promptly provide CE notice of the conditions making return or destruction infeasible. Associate shall continue to extend the protections of Sections 2(a), 2(b), 2(c), 2(d) and 2(e) of this Agreement to such Protected Information, and shall limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible.

5. Injunctive Relief. CE shall have the right to injunctive and other equitable and legal relief against Associate or any of its Subcontractors or agents in the event of any use or disclosure of Protected Information in violation of this Agreement or applicable law.

6. No Waiver of Immunity. No term or condition of this Agreement shall 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 in effect or hereafter amended.

7. Limitation of Liability. Any limitation of Associate's liability in the Agreement shall be inapplicable to the terms and conditions of this Agreement.

8. Disclaimer. CE makes no warranty or representation that compliance by Associate with this Contractor the HIPAA Rules will be adequate or satisfactory for Associate's own purposes. Associate is solely responsible for all decisions made by Associate regarding the safeguarding of PHI.

9. Certification. To the extent that CE determines an examination is necessary in order to comply with CE's legal obligations pursuant to the HIPAA Rules relating to certification of its security practices, CE or its authorized agents or contractors, may, at CE's expense, examine Associate's facilities, systems, procedures and records as may be necessary for such agents or contractors to certify to CE the extent to which Associate's security safeguards comply with the HIPAA Rules or this Agreement.

10. Amendment.

a. Amendment to Comply with Law. The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of this Addendum may be required to provide for procedures to ensure compliance with such

developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of the HIPAA Rules and other applicable laws relating to the confidentiality, integrity, availability and security of PHI. The parties understand and agree that CE must receive satisfactory written assurance from Associate that Associate will adequately safeguard all Protected Information and that it is Associate's responsibility to receive satisfactory written assurances from Associate's Subcontractors and agents. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this Agreement embodying written assurances consistent with the standards and requirements of the HIPAA Rules or other applicable laws. CE may terminate this Agreement upon thirty (30) days written notice in the event (i) Associate does not promptly enter into negotiations to amend this Agreement when requested by CE pursuant to this Section, or (ii) Associate does not enter into an amendment to this Agreement providing assurances regarding the safeguarding of PHI that CE, in its sole discretion, deems sufficient to satisfy the standards and requirements of the HIPAA Rules.

b. Amendment of Attachment A. Attachment A may be modified or amended by mutual agreement of the parties in writing from time to time without formal amendment of this Agreement.

11. Assistance in Litigation or Administrative Proceedings. Associate shall make itself, and any Subcontractors, employees or agents assisting Associate in the performance of its obligations under the Contract, available to CE, at no cost to CE up to a maximum of 30 hours, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against CE, its directors, officers or employees based upon a claimed violation of the HIPAA Rules or other laws relating to security and privacy or PHI, except where Associate or its Subcontractor, employee or agent is a named adverse party.

12. No Third Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than CE, Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

13. Interpretation and Order of Precedence. The provisions of this Agreement shall prevail over any provisions in the Agreement that may conflict or appear inconsistent with any provision in this Agreement. This Agreement shall be interpreted as broadly as necessary to implement and comply with the HIPAA Rules. The parties agree that any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with the HIPAA Rules. This Agreement super cedes and replaces any previous separately executed HIPAA Agreement between the parties.

14. Survival of Certain Contract Terms. Notwithstanding anything herein to the contrary, Associate's obligations under Section 4(d) ("Effect of Termination") and Section 12 ("No Third Party Beneficiaries") shall survive termination of this Agreement and shall be enforceable by CE as provided herein in the event of such failure to perform or comply by the Associate. This Agreement shall remain in effect during the term of any extensions.

15. Representatives and Notice.

a. Representatives. For the purpose of the Agreement, the individuals identified and listed below are hereby designated as the parties' respective representatives for purposes of this Agreement. Either party may from time to time designate in writing new or substitute representatives.

b. Notices. All required notices shall be in writing and shall be hand delivered or given by certified or registered mail to the representatives at the addresses set forth below.

State/Covered Entity Representative:

Name: Jefferson D. Martin.
Title: Community & Public Health Administrator
Company: Colorado Springs Fire Department
Address: 375 Printers Parkway
Colorado Springs, Colorado 80910

Contractor/Business Associate Representative:

Name: Tyson Hungerford
Title: Paramedic/FF
Company: Littleton Fire Rescue
Address: 1221 W Mineral Ave Suite 100
Littleton, CO 80120

ATTACHMENT A

This Attachment sets forth additional terms to the HIPAA Business Associate Addendum, which is part of the Agreement dated December 1, 2015, between the Colorado Springs Fire Department and _____ and is effective as of December 1, 2015 (the "Attachment Effective Date"). This Attachment may be amended from time to time as provided in Section 10(b) of the Agreement.

1. Additional Permitted Uses. In addition to those purposes set forth in Section 2(a) of the Agreement, Associate may use Protected Information as follows: _____

2. Additional Permitted Disclosures. In addition to those purposes set forth in Section 2(b) of the Agreement, Associate may disclose Protected Information as follows:

3. Subcontractor(s). The parties acknowledge that the following subcontractors or agents of Associate shall receive Protected Information in the course of assisting Associate in the performance of its obligations under this Agreement:

4. Receipt. Associate's receipt of Protected Information pursuant to this Contract shall be deemed to occur as follows, and Associate's obligations under the Agreement shall commence with respect to such PHI upon such receipt: _____

5. Additional Restrictions on Use of Data. CE is a Business Associate of certain other Covered Entities and, pursuant to such obligations of CE, Associate shall comply with the following restrictions on the use and disclosure of Protected Information: _____

6. Additional Terms. *[This section may include specifications for disclosure format, method of transmission, use of an intermediary, use of digital signatures or PKI, authentication, additional security of privacy specifications, de-identification or re-identification of data and other additional terms.]*



Staff Communication

File #: ID# 15-322, **Version:** 2

Agenda Date: 02/16/2016

Subject:

Motion to approve Council's 2016-2017 Legislative Rules

Presented By: Bruce Beckman, Mayor

POLICY QUESTION:

Does city council support approving Council's 2016-2017 Legislative Rules?

BACKGROUND:

City council met in study sessions December 8, 2015 and January 26, 2016 to discuss and update Council's Legislative Rules. On February 2, 2016, city council voted to postpone voting on an amended motion to approve the Legislative Rules, to the next regular meeting of the city council.

PROPOSED MOTION:

I move to approve Council's 2016-2017 Legislative Rules



LEGISLATIVE RULES

Adopted 02/16/2016

I. Rules of Order and Business Adopted; Purpose

- a. These rules shall govern all meetings and proceedings of the City Council, Boards, Commissions, and Authorities and the order of business, and the conduct of the Mayor, City Council and Board and Commission members and persons in attendance at such meetings.
- b. All City Commissions, Boards, and Authorities shall adhere to these rules and procedures to the extent that these rules and procedures are not inconsistent with the public business to be conducted by such bodies. Where applicable throughout this document, references to City Council will be interchangeable with Boards, Commissions, and Authorities, and references to Mayor or Mayor Pro tem will be interchangeable with Chair, Vice Chair or other Presiding Officer of any Board, Commission or Authority.
- c. These rules are simple. Strict technical rules may impede rather than advance the legislative process. Reason, common sense, and cooperation must prevail in the conduct of City business. Dissent and debate are essential and beneficial elements of our system of free and open government. No action of the City shall be deemed invalid because of failure to follow any rule of order or business provided herein.
- d. The Council may hold joint meetings with Boards, Commissions, or Authorities in addition to other meetings.
- e. Non-substantive changes may be made to this document and then distributed to Council.

II. Council Meetings

- a. **Regular Meetings.** The City Council shall conduct regular meetings generally on the first and third Tuesdays of each month. All regular meetings shall begin promptly at 6:30 p.m. Meetings shall be held at the City Hall unless otherwise posted in accordance with state law. The time, date, and location of any meeting can be changed by majority vote of Council and posted in accordance with state law.
- b. **Special Meetings.** Special meetings shall be called by the Mayor at the request of a

majority of Council, in action taken at a publicly noticed Council meeting, or may be noticed by the City Clerk upon the request of the Mayor or two or more members of the City Council. Generally, special meetings shall start at 6:30 p.m. Notice of special meetings of Council shall be given to the members not less than 24 hours before the time fixed for the meeting.

- c. Emergency Meetings. In the event an emergency has been declared by the City Manager, notice of emergency meetings shall be given by the most expedient mechanism available in such event; emergency meetings may be called by the Mayor or the City Manager. Notice of the date, time, and place of any emergency meeting shall be given to the Council members and the public not less than one hour prior to the time fixed for the meeting.
- d. Study Sessions. The City Council may conduct study sessions generally on the second and fourth Tuesday of each month. The City Council may hold study sessions on such dates and at such times as called by City Council or the City Manager. Generally, study sessions shall begin at 6:30 p.m. Such study sessions may coincide with regular or special meetings of City Council. The purpose of the study session is to discuss and study items. Council may vote or take a consensus to give direction to staff. Study sessions shall not be a forum for public hearings.
- e. Meeting Cancellation. Except for those cancellations necessitated by Acts of God, notice of cancelling a meeting of City Council shall be posted and given to the members not less than 24 hours before the time fixed for the meeting.
- f. Meeting Duration. Regular and Special meetings of the City Council shall end at approximately 10:00 p.m. unless formal action is taking by the Council to extend the meeting duration.
- g. Agenda. The agenda for meetings of City Council shall be prepared by the City Manager and posted by the City Clerk in the manner required by law.
- h. Order of Agenda. The agenda, for regular and special meetings, may be organized as follows: call to order, roll call, Pledge of Allegiance, first public comment for consent agenda and general business items, consent agenda, public hearing and second reading of ordinances, general business, second public comment, reports, and adjournment.
- i. Review and Approval of Minutes. At each regular meeting of non-quasi-judicial Board, Commission or Authority that is not recorded, the draft minutes of the preceding meetings shall be reviewed, amended if appropriate, and approved.
- j. Approval of Video Certification. For City Council, quasi-judicial boards and authorities: At each regular meeting of the City Council or quasi-judicial board or authority, a certification of the video will be presented by the city clerk/recording secretary to be approved by City Council, Board or Authority.

III. Council Proceedings

- a. Roll Call. The Mayor shall call the meeting to order and the City Clerk shall call roll. In the absence of a quorum at the time appointed for a meeting, the members present may, by a majority vote, take a recess or recesses, and direct the City Clerk to procure the attendance of absent members.
- b. Temporary Chair. In both the absence of the Mayor and Mayor Pro Tem, the City Clerk shall call the Council to order and call the roll of the members. If a quorum is found to be present, the Council shall proceed to elect, by a majority vote of those present, a chair of the meeting, to act until the Mayor or Mayor Pro Tem of the Council appears.
- c. Decorum. During the meeting, the Mayor shall preserve order and decorum and decide all questions of order, decide who is allowed to speak, and in what order, be it either a Council member or a member of the audience.
- d. Appeals from Decisions of the Chair. The Mayor shall preserve decorum and decide all questions of order, subject to appeal to Council. In case of an appeal by a Council member of a ruling of the Mayor, the question shall be: "Shall the decision of the Mayor stand as the decision of the Council?" The Council shall vote either to affirm or reverse the decision of the Mayor. If a member transgresses the rules of Council, the Mayor shall call him or her to order.

IV. Parliamentary Rules

As a guiding principle, the following rules of procedure will be observed at regular and special meetings.

- a. Addressing Presiding Officer. Every member speaking to a question or making a motion shall address the presiding officer, who shall thereupon state the nature of the question under debate.
- b. Debate Limitation. No member shall be allowed to speak more than once to a motion before all members have had an opportunity to speak.
- c. Questions to Contain One Subject. All questions (motions) submitted for a vote shall contain only one subject.
- d. Discussion. Discussion on an agenda item may be held prior to a motion.
- e. Main Motion. A subject is introduced by a main motion. Once seconded, no other topics should be taken up until after the motion is disposed of.

- f. Motion to Amend. This motion is used when the intention is to change, add, or omit some part of a main motion. This motion is debatable and requires a majority vote of the members present for passage. A motion to amend is not amendable. First, a vote is held on the motion to amend. If that vote is affirmative, the second vote is held on the main motion as amended. Only one amendment to a motion may be on the floor at any one particular time. Any motion to amend shall consist of but one amendment. An amendment once rejected may not be moved again in the same form.
- g. Motion to Table or Postpone to a Date Certain. This motion requires that consideration of the main motion be delayed until a certain, stated time for, among other reasons, obtaining more information. A future date certain shall be set when the subject is considered. This motion is debatable and requires a majority vote of the members present for passage.
- h. Motion to Table Indefinitely. This motion postpones consideration of the main motion in such a way that the issue being discussed may be taken up at an unspecified, later date when a majority of the members present vote to “call it from the table.” This motion is not debatable and requires a majority vote of the members present for passage.
- i. Motion to Call the Question. This motion is made to end discussion that has become lengthy or repetitious. When the motion is seconded, the Mayor immediately calls the vote on the question of closing the discussion. This motion is not debatable and requires a 2/3 vote of the members present for passage.
- j. Motion to Reconsider. The Council may reconsider a vote during the same meeting on the motion by a member who voted on the prevailing (winning) side of the issue. If that vote is affirmative, a second vote is held on the issue to be reconsidered. A motion to reconsider a proposal that has been acted upon must be made prior to adjournment of the meeting. A majority vote, of members present, of the Council, Board or Commission shall be sufficient for reconsideration of a vote.
- k. Vote. The Mayor shall call for a vote by requesting the ayes in favor of the motion and nays opposed to the motion be reflected on the vote board. If there is no vote board, the members shall cast their vote by voice.
- l. Show of Hands. The Mayor or any other member may request a show of hands at any time. No member may vote by proxy.
- m. Point of Order, Questions, and Inquiries. A point of order may be raised at any time and supersedes any issue being discussed at the time. The Mayor shall rule on the point of order before proceeding. If a member disagrees with the ruling by the Mayor, such member may appeal such ruling by stating “Shall the decision of the Mayor be sustained?” A majority

vote in the negative is required to overturn the Mayor's ruling. The appeal is debatable and the Mayor may participate in the debate without giving up the chair.

- n. Procedures. Whenever necessary, advice may be asked as to correct procedures or facts may be requested. The Mayor shall respond to the question or refer it to the proper person.
- o. Withdrawal of Motions. When a motion is made and seconded, it shall be stated by the Chair before debate. A motion may not be withdrawn by the mover without the consent of the member seconding it and the approval of a majority of Council.
- p. Motion to Adjourn or Recess. A motion to adjourn or recess is not debatable and shall be in order at any time, except as follows:
 - 1. When repeated without intervening business or discussion;
 - 2. When made as an interruption of a member while speaking;
 - 3. When the previous questions have been ordered;
 - 4. While a vote is being taken.
- q. Motion to Adjourn. At the conclusion of business, the Mayor may declare the meeting adjourned without waiting for a motion or a member may move to adjourn. A motion to adjourn by a member is not debatable and a majority vote of the members present is required for passage. When the meeting is adjourned, the meeting is immediately halted.
- r. Suspension. Unless otherwise provided by Charter or ordinance, any rule except such as required by a two-thirds (2/3) vote may be suspended by the vote of a majority of the members of Council present without debate. A rule requiring a 2/3 vote may be suspended upon a vote of 2/3 of the members, of the Council present.
- s. Committees/Liaisons. The Mayor shall appoint Board and Commission liaisons and the chair of any special Committee and such appointments shall be ratified by Council. The Mayor may appoint special committees of Council members or citizens, which shall be ratified by Council, to assist in the study of items before the Council and the committee so appointed shall serve until the matter is disposed of by the Council.
- t. Election of Mayor. The Mayor and Mayor Pro Tem shall be elected by Council. Nominations will be accepted at the meeting by the City Clerk and each Council member will cast a public vote for their selected candidates. Council members may be allowed questions of the candidates prior to voting.
- v. "Robert's Rules of Order Newly Revised." Robert's Rules of Order may be considered persuasive authority in deciding any questions arising on points of order not covered by these parliamentary rules.

V. Changes/Additions

Changes and additions to these rules and procedures may be made at any regular or special meeting of the City Council for which the proposed changes have been publicly posted at the same time the agenda for the meeting is posted by an affirmative vote of at least four members of the entire Council. Changes and/or additions shall be effective at the next regular or special meeting.



Staff Communication

File #: Resolution 18-2016, **Version:** 1

Agenda Date: 02/16/2016

Subject:

Resolution approving an Intergovernmental Agreement with Arapahoe County concerning community service case management

Presented By: Wendy Heffner, City Clerk

POLICY QUESTION:

Does city council support an Intergovernmental Agreement with Arapahoe County to provide community service case management for the Littleton Municipal Court?

BACKGROUND:

Community service can be ordered by the municipal judge as part of a defendant's sentence. Typically, it is ordered for juvenile defendants, but occasionally it is ordered for adults. The defendant is sentenced to a specific number of community service hours, to be completed through Arapahoe County Judicial Service (ACJS). ACJS does all monitoring and reporting of the community service hours and sends reports to the court with updates, final reports of completion, and any non-compliant reports.

ACJS offers this service at no cost to the city. The costs associated with this program are paid by defendants to ACJS. The IGA establishes an intake fee of \$75 for 1 to 16 hours of court ordered community service; or \$120 for 17 or more hours of community service. The fee for juveniles is \$75 regardless of the number of hours ordered. This intake fee includes a \$6 ACJS insurance premium.

STAFF ANALYSIS:

This program is beneficial to the Littleton Municipal Court as a means of monitoring community service. In 2015, the city referred 146 defendants to the county for community service. This is the fifth year of this agreement; previously the city paid \$56,000 per year to an external company to manage community service.

FISCAL IMPACTS:

There may be minimal costs associated with referrals of indigent defendants. These referral fees would have to be paid by the city. However, as a general policy the court will allow indigent defendants to complete community service on their own, at a non-profit organization, and pay the city a \$6 ACJS insurance fee.

STAFF RECOMMENDATION:

Staff recommends approving the resolution approving the Intergovernmental Agreement with Arapahoe County for community service case management.

PROPOSED MOTION:

I move to approve the resolution approving the Intergovernmental Agreement with Arapahoe County for community service case management.

INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement ("IGA") is entered into this ____ day of _____, 2016, by and between the Board of County Commissioners of the County of Arapahoe, on behalf of Arapahoe County Judicial Services, hereinafter collectively referred to as the "County" and the City of Littleton, Colorado, hereinafter referred to as the "City".

WHEREAS, the County, through its Judicial Services Division of the Arapahoe County Community Resources Department, provides case management services for individual offenders ordered by the courts to complete useful public service or community service; and

WHEREAS, the City desires to utilize the services of the County, through Judicial Services, for the provision of services outlined herein and

WHEREAS, pursuant to the provision of C.R.S. § 29-1-203, the County and the City may cooperate and contract to provide such functions and services as noted herein.

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

1. The County will provide case management for offenders ordered by the Littleton Municipal Court to complete useful public service or community service hours.
2. The County will refer offenders to non-profit organizations which have been approved by Arapahoe County Judicial Services to accept community service workers. At the discretion of Judicial Services, qualifying offenders may be permitted to complete useful public service or community service hours through the Arapahoe County Toyland Project.
3. The County will verify the hours completed by each individual offender. Verification will be completed with the non-profit organizations' representatives approved by Arapahoe County Judicial Services to provide such verification.
4. The County will report, in writing, to the Littleton Municipal Court whether or not each individual offender successfully completes the community service hours ordered.
5. The City will submit to the County a referral form for each individual offender ordered to complete useful public service or community service. Such referrals will be submitted via Arapahoe County Judicial Services' form(s) and will include information needed for the Arapahoe County Judicial Services to establish a case file for each individual offender.
6. Each individual offender referred by the City will be responsible for contacting Arapahoe County Judicial Services to complete an intake.

7. Each individual offender will be required to pay the established intake fee of \$75 (seventy-five dollars) for 1 (one) to 16 (sixteen) hours of court ordered useful public service/community service; or \$120 (one-hundred twenty dollars) for 17 (seventeen) or more hours of court ordered useful public service/community service. Offenders under the age of 18 (eighteen) years will be required to pay an intake fee of \$75 (seventy-five dollars), regardless of the number of useful public service/community service hours ordered. The intake fee includes \$6.00 (six dollars) for Arapahoe County Judicial Services' insurance premium. Arapahoe County Judicial Services will not complete the intake for any offender and provide services described herein, until the offender pays the required fee, or in the case of an indigent offender, the City pays the required fee.
8. The County agrees that no official, officer or employee of the City shall have any personal or beneficial interest in the services described herein.
9. The County and the City understand and agree that each party is relying on, and does not waive or intend to waive, any provision, right, immunity or protection provided by the Colorado Governmental Immunity Act, §§ 24-10-101 to 120, C.R.S.
10. In connection with the services provided pursuant to this IGA, the County shall not discriminate against any City participant because of race, creed, color, national origin, religion, sex, mental or physical disability, or age.
11. This Agreement shall be in effect for a period of one (1) year from the date of execution by both parties, unless sooner terminated or extended pursuant to the provisions of this Agreement.
12. The County and the City shall have the right to terminate this IGA, with or without cause, by giving not less than thirty days written notice to the other party of such termination and specifying the effective date of such termination.
13. Notices to be provided under this IGA shall be given in writing and either delivered by hand or deposited in the U. S. mail with sufficient postage to the following addressees:

To City of Littleton:

City of Littleton
Attn: City Attorney
2255 W. Berry Ave.
Littleton, CO 80120

To the County:

Arapahoe County Judicial Services
Attn: Brad Kamby
6984 South Lima Street, Suite A
Centennial, CO 80112

With a copy to:

Arapahoe County Attorney
5334 S. Prince Street
Littleton, CO 80120

14. This IGA shall be governed by and construed in accordance with the laws of the State of Colorado.
15. The rights and remedies of the County as set forth in this Agreement shall not be exclusive and are in addition to any other rights or remedies provided by law.
16. A waiver by either party to this Agreement of the breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either party.
17. Nothing in this Agreement shall give or allow any claim or right of action whatsoever by any third party, including, but not limited to, any agents or contractors of the County or the City.
18. Should any one or more provisions of this Agreement be determined to be illegal or unenforceable, all other provisions nevertheless shall remain effective; provided, however, the parties shall forthwith enter into good faith negotiations and proceed with due diligence to draft a provision that will achieve the original intent of the parties hereunder.
19. This Agreement may be amended, modified, or changed, in whole or in part, only by written agreement duly authorized and executed by the County and the City.
20. Venue for the trial of any action arising out of any dispute hereunder shall be in Arapahoe County District Court, pursuant to the appropriate rules of civil procedure.

21. This Agreement constitutes the entire agreement of the parties hereto. The parties agree that there have been no representations made regarding the subject matter hereof other than those, if any, contained herein, that this Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof, and further agree that the various promises and covenants contained herein are mutually agreed upon and are in consideration of one another.
22. The rights, or any parts thereof, granted to the parties herein may be assigned only with the prior written consent of the non-assigning party.
23. The signatories of this Agreement represent that they are fully authorized to execute this Agreement and bind their respective entities.

CITY OF LITTLETON COLORADO

By: _____
Bruce O. Beckman, Mayor

ATTEST: _____
Wendy Heffner, City Clerk

Approved as to Form: _____
Kristin Schledorn, City Attorney

**BOARD OF COUNTY COMMISSIONERS
ARAPAHOE COUNTY, COLORADO**

By: _____
Chair

ATTEST:

Clerk to the Board



Staff Communication

File #: ID# 16-25, **Version:** 1

Agenda Date: 02/16/2016

Subject:

Certification of the February 2, 2016 regular meeting minutes

Presented By: Wendy Heffner, City Clerk

RECORDING SECRETARY'S CERTIFICATION:

I hereby certify that I have reviewed the video recording for the February 2, 2016 regular meeting of the Littleton City Council and that the video recording is a full, complete, and accurate record of the proceedings and there were no malfunctions in the video or audio functions of the recording

PROPOSED MOTION:

I move to approve, based on the city clerk's certification, the February 2, 2016 video as the minutes for the February 2, 2016 regular meeting of the city council.



City of Littleton

Littleton Center
2255 West Berry Avenue
Littleton, CO 80120

Meeting Journal

City Council

Tuesday, February 2, 2016

7:00 PM

Council Chamber

Regular Meeting

1. Roll Call

Present: 7 - Mayor Pro-Tem Brinkman, Council Member Cernanec, Mayor Beckman, Council Member Clark, Council Member Cole, Council Member Hopping and Council Member Valdes

2. Pledge of Allegiance

3. Approval of Agenda

4. Bega/Littleton Student Ambassador Gabriella Ahles presents "Littleton - My Hometown"

5. Public Comment

Public Comment on Consent Agenda and General Business items

*Carol Brzeczek
Paul Bingham
Patrick Fitzgerald
Pat Cronenberger*

6. Consent Agenda Items

- a) [ID# 15-321](#) Motion to approve Council's 2016-2017 Protocols and Standards of Conduct

Item 6(a) was removed from the consent agenda by Council Member Clark.

Council Member Brinkman moved and Council Member Cernanec seconded to approve Council's 2016-2017 Protocols and Standards of Conduct.

Aye: 6 - Mayor Pro Tem Brinkman, Council Member Cernanec, Mayor Beckman, Council Member Cole, Council Member Hopping and Council Member Valdes

Nay: 1 - Council Member Clark

b) ID# 15-322 Motion to approve Council's 2016-2017 Legislative Rules

Item 6(b) was removed from the consent agenda by Council Member Valdes.

Mayor Pro Tem Brinkman moved and Council Member Valdes seconded to approve Council's 2016-2017 Legislative Rules.

Council Member Valdes moved and Mayor Pro Tem Brinkman seconded to amend the main motion to change the language in the Legislative Rules, Section II (j) to reflect the certification of the video, remove reviewing of the minutes and include language for all non-recorded boards.

The motion carried 6-1, with Council Member Clark voting no.

Mayor Beckman moved and Mayor Pro Tem Brinkman seconded to amend the main motion to change the start time for council and all board meetings to 6:30 p.m. in the Legislative Rules.

The motion carried 4-3, with Council Members Cole, Clark and Valdes voting no.

Council Member Cole moved and Council Member Clark seconded to postpone the vote on the main motion to the February 16, 2016 council meeting.

The motion carried 4-3, with Mayor Beckman, Mayor Pro Tem Brinkman and Council Member Hopping voting no.

c) [ID# 15-324](#) Motion to approve Council's 2016-2017 Policy Statement

Item 6(c) was removed from the consent agenda by Council Member Clark.

Mayor Pro Tem Brinkman moved and Council Member Cernanec seconded to approve Council's 2016-2017 Policy Statement

Aye: 6 - Mayor Pro Tem Brinkman, Council Member Cernanec, Mayor Beckman, Council Member Cole, Council Member Hopping and Council Member Valdes

Nay: 1 - Council Member Clark

- d) [Resolution 09-2016](#) Resolution authorizing the mayor, on behalf of the city as the property owner, to sign an Administrative Amendment to the Planned Development, the Site Development Plan and the Subdivision Exemption and accepting quit claim deeds from South Suburban Parks and Recreation in connection therewith.

Item 6(d) was removed from the consent agenda by Council Member Clark.

Mayor Pro Tem Brinkman moved and Council Member Cernanec seconded to approve the resolution authorizing the mayor, on behalf of the city as the property owner, to sign an Administrative Amendment to the Planned Development, the Site Development Plan, and the Subdivision Exemption and accepting quit claim deeds from South Suburban Parks and Recreation in connection therewith.

Council Member Hopping moved and Mayor Pro Tem Brinkman seconded to call the question. The motion carried 5-2 with Council Members Cole and Clark voting no.

Vote on the main motion:

Aye: 6 - Mayor Pro Tem Brinkman, Council Member Cernanec, Mayor Beckman, Council Member Cole, Council Member Hopping and Council Member Valdes

Nay: 1 - Council Member Clark

- e) [Resolution 14-2016](#) Resolution approving a Second Amendment to Funding Agreement for RTD Funding of Local Transportation Services

Mayor Pro Tem Brinkman moved and Council Member Cernanec seconded to approve consent agenda item 6(e).

Aye: 7 - Mayor Pro Tem Brinkman, Council Member Cernanec, Mayor Beckman, Council Member Clark, Council Member Cole, Council Member Hopping and Council Member Valdes

- f) [ID# 16-18](#) Certification of the January 19, 2016 regular meeting minutes

Item 6(f) was removed from the consent agenda by Council Member Clark.

Mayor Pro Tem Brinkman moved and Council Member Cernanec seconded to approve the certification of the January 19 video as the minutes for the regular meeting minutes of January 19, 2016.

Aye: 6 - Mayor Pro Tem Brinkman, Council Member Cernanec, Mayor Beckman, Council Member Cole, Council Member Hopping and Council Member Valdes

Nay: 1 - Council Member Clark

7. Ordinances for Second Reading and Public Hearing

8. General Business

9. Public Comment

*Don Bruns
Marty Brzeczek
Pam Chadbourne
Kent Bagley*

10. Comments / Reports

- a) City Manager
- b) Council Members
- c) Mayor

11. Adjournment

The public is invited to attend all regular meetings or study sessions of the City Council or any City Board or Commission. Please call 303-795-3780 at least forty-eight (48) hours prior to the meeting if you believe you will need special assistance or any reasonable accommodation in order to be in attendance at or participate in any such meeting. For any additional information concerning City meetings, please call the above referenced number.



Staff Communication

File #: Resolution 17-2016, **Version:** 1

Agenda Date: February 16, 2016

Subject:

Resolution approving an updated neighborhood boundaries map and updated maps, goals, and policies for seven of the city's neighborhoods as an amendment to the city's comprehensive plan

Presented By: Jocelyn Mills, Community Development Director

POLICY QUESTION:

Does city council support approving an updated neighborhood boundaries map and updated maps, goals, and policies for seven of the city's neighborhoods as an amendment to the comprehensive plan?

BACKGROUND:

With the recent adoption of new citywide and downtown plans, the initiation of station area master plans for the Mineral and Downtown Littleton light rail stations, and this minor update of seven of Littleton's ten neighborhood plans, the city is moving forward with its commitment to update its comprehensive plan. These seven neighborhoods are components of a larger planning process that will provide more detailed and current direction for how the city's evolution should proceed.

The Citywide Plan identifies and establishes priorities for updating or creating small area plans for the city's ten neighborhoods, five corridors, and seven activity areas. (See Attachment A, the Status of Small Area Plans, and Attachment B, a map of Neighborhoods, Corridors, and Activity Areas). The Citywide Plan assigns highest priority to those activity areas and corridors that do not have a current plan or have an existing plan that is seriously outdated and inadequate; that are experiencing the most intense development pressure; and that raise the most difficult questions for city council, planning board, staff, and citizens. Except for the Progress Park Neighborhood, which is assigned high priority, and TrailMark, which is assigned medium priority, the neighborhoods are assigned low priority because they are relatively stable; the volume of development activity within the neighborhood is relatively low; and there is not a pattern of difficult issues that must be addressed; or because the existing plan for the neighborhood is relatively new and considered current.

The schedule of updating and creating the other small area plans will also follow the priorities assigned in the Citywide Plan. The focus for the next two years will be on developing station area plans for the Mineral and Downtown Littleton light rail stations.

While the groundwork was being laid for the Mineral and Downtown Littleton station area master plans, the planning board initiated a relatively simple and quick update of the seven plans

The seven updated neighborhood plans, with the board's minor revisions, were posted on the city's website,

Littletongov.org. On the city's openlittleton.org interactive website, the board posted the updated plans with this statement:

The City of Littleton Planning Board requests our citizens read the two documents provided (Invite and the draft Plan update) for their neighborhood and provide comments to be shared with the planning board. What do you think of the proposed changes? (See Attachment C, Invitation to Review the Updated Plan for Your Neighborhood).

The seven updated neighborhood plans were posted from April 10, 2015, through July 21, 2015. During those three months, the plans were viewed by 150 people, who provided eleven statements and comments. At its August 24 meeting, the board reviewed the public comments and considered revisions to the draft update.

Of comments received, only one is a direct critique of the proposed revisions. That comment supports the deletion of Transportation Policy #2 in the South Neighborhood Plan, which calls for the extension of a street or streets to provide access between residential developments in the Heritage and South Neighborhoods. All of the other statements and comments anticipate future, broader, and more intense neighborhood planning efforts and will be valuable when that process is underway. (See Attachment D, Statements and Comments from Open Littleton).

Planning board held a public hearing on September 28, 2015, to consider a resolution recommending approval of an updated neighborhood boundaries map and updated maps, goals, and policies for seven of the city's neighborhoods as an amendment to the comprehensive plan. Following the public hearing, the board voted unanimously to support the resolution (See Attachment E, Planning Board Resolution 12-2015)

STAFF ANALYSIS:

Although the Citywide Plan assigned a low priority to updating the plans for the Centennial, Goddard, Heritage, Ketrang Park, Progress Park, South, and Sterne Park neighborhoods, the planning board agreed that each of these plans needed a simple, technical update in order to provide clear direction and eliminate confusion. The resulting draft plans for these neighborhoods (See Attachment F, DRAFT UPDATED COPY, NEIGHBORHOOD AREAS, GOALS, AND POLICIES) update the original neighborhood boundaries to reflect subsequent annexations and delete references to projects completed, goals and policies replaced, and goals and policies that are no longer feasible because of changed conditions. The board did not add new language or change any other goals or policies. To date, public comment has been supportive of this approach and the proposed changes.

STAFF RECOMMENDATION:

Staff supports the approval of Resolution 17-2016 (Attachment G), amending the city's comprehensive plan to replace the current maps, goals, and policies for the Centennial, Goddard, Heritage, Ketrang Park, Progress Park, South, and Sterne Park neighborhoods as approved by the planning board at its September 28, 2015, public hearing.

PROPOSED MOTION:

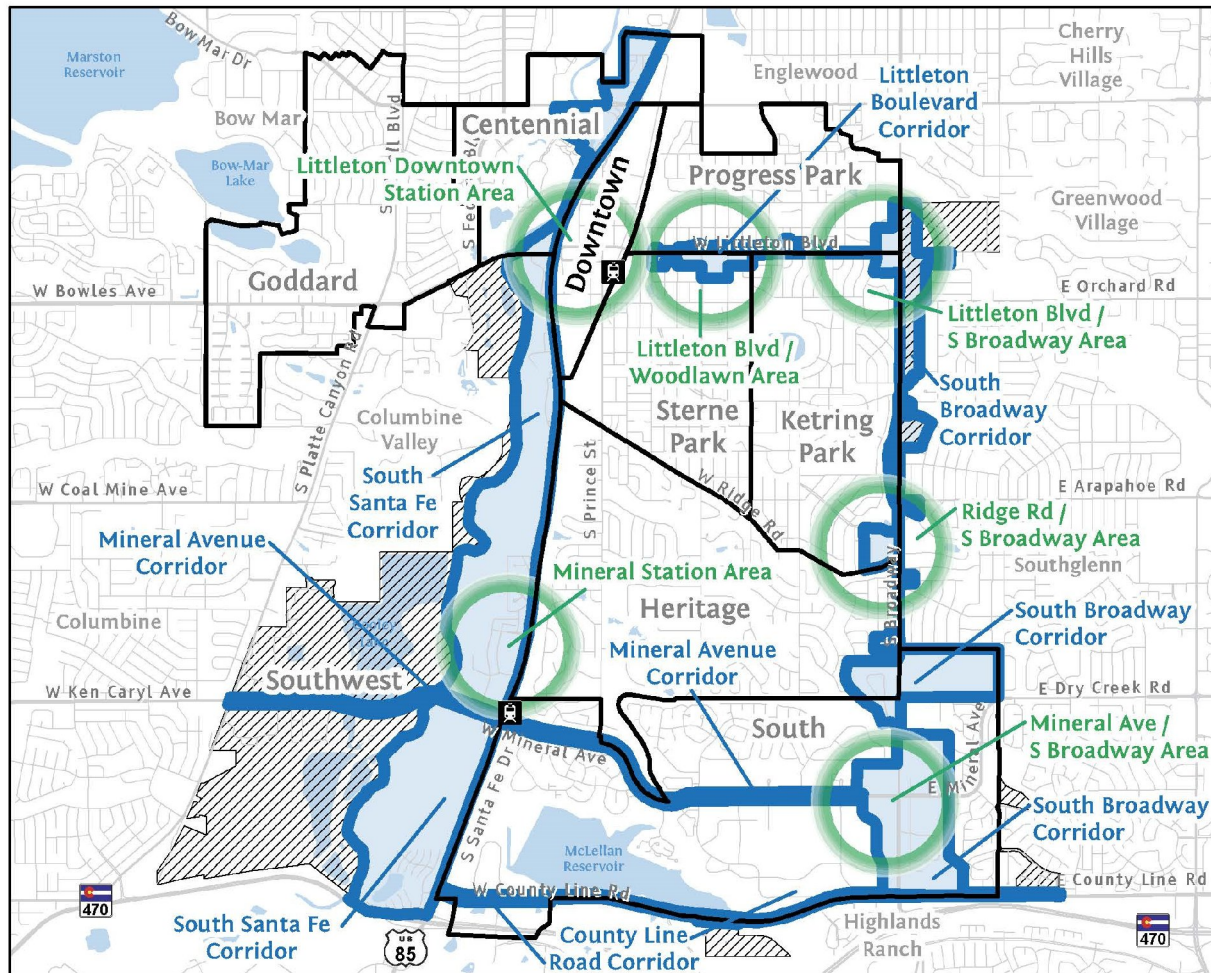
I move to approve the resolution approving an updated boundaries map and updated maps, goals, and policies for seven of the city's neighborhoods as an amendment to the comprehensive plan.

ATTACHMENT A – STATUS OF SMALL AREA PLANS

STATUS OF SMALL AREA PLANS			
	YEAR COMPLETED OR YEAR UPDATED	UPDATE OR CREATE	PRIORITY FOR UPDATE OR CREATION
NEIGHBORHOODS			
Centennial	2000	Update	Low
Downtown	2012	-----	Low
Goddard	2000	Update	Low
Heritage	2000	Update	Low
Ketring Park	2000	Update	Low
Progress Park	2000	Update	HIGH
South	2000	Update	Low
Southwest	-----	Create	Low
Sterne Park	2000	Update	Low
Trailmark	2000	Update	Medium
CORRIDORS			
Broadway	1989	Update	HIGH
County Line	-----	Create	Low
Littleton Boulevard	2002	Update	HIGH
Mineral	-----	Create	Low
South Santa Fe Drive	2000	Update	HIGH
ACTIVITY AREAS			
Dry Creek / South Broadway	-----	Create	Medium
Littleton Blvd / South Broadway	-----	Create	High
Littleton Blvd / Woodlawn	-----	Create	High
Littleton Downtown Light Rail Station Area, extending east along Littleton Blvd	-----	Create	High
Mineral Light Rail Station Area, extending north along the South Santa Fe Corridor	-----	Create	High
Mineral Ave / South Broadway	-----	Create	Medium
Ridge Road / South Broadway	-----	Create	Medium

Attachment A provides a list of all existing and proposed neighborhood, corridor, and activity area plans along with the status and a recommended program of action for each. It identifies three categories of recommended actions: 1) dashes for plans that are considered current and need no major attention, 2) "Update" for plans that are out of date and should be revised, and 3) "Create" for areas for which a plan is recommended, but not yet been developed.

ATTACHMENT B – MAP OF NEIGHBORHOODS, CORRIDORS, AND ACTIVITY AREAS



Legend

- Neighborhood Plan Area
- Corridors
- Activity Areas
- Areas to be included in future small plan areas

Neighborhoods, Corridors, and Activity Areas



ATTACHMENT C: AN INVITATION TO REVIEW THE UPDATED PLAN FOR YOUR NEIGHBORHOOD

As of 03/09//2015

NOTES TO THE READER

JOIN THE ONGOING PROCESS

With the recent adoption of new Citywide and Downtown Plans and this update of Littleton's neighborhood plans, the city is moving forward with its commitment to update our comprehensive plan. This is just the beginning of a larger planning process that will provide more detailed direction for how the city's evolution will proceed.

REVIEW YOUR NEIGHBORHOOD PLAN

If you live in one of the eight neighborhoods addressed by the 1981 / 2000 neighborhood plans, the planning board encourages you to review the updated plan for your neighborhood.

REMEMBER THAT THIS IS THE FIRST STEP

As you are reviewing the plan for your neighborhood, please remember that this is the first step in a much more extensive process for updating the eight neighborhood plans, updating the plan for the South Santa Fe Drive corridor, creating new plans for areas not addressed by the existing neighborhood plans, and developing plans for additional corridors and the areas around the light rail stations. For this minor update, planning board has deleted only the goals and policies that it believes are clearly no longer valid. The process for fully updating the existing neighborhood plans and creating new ones will include extensive neighborhood outreach and the identification of current conditions, issues, goals, and policies, but for now the board asks you to focus on these minor updates to your neighborhood plan.

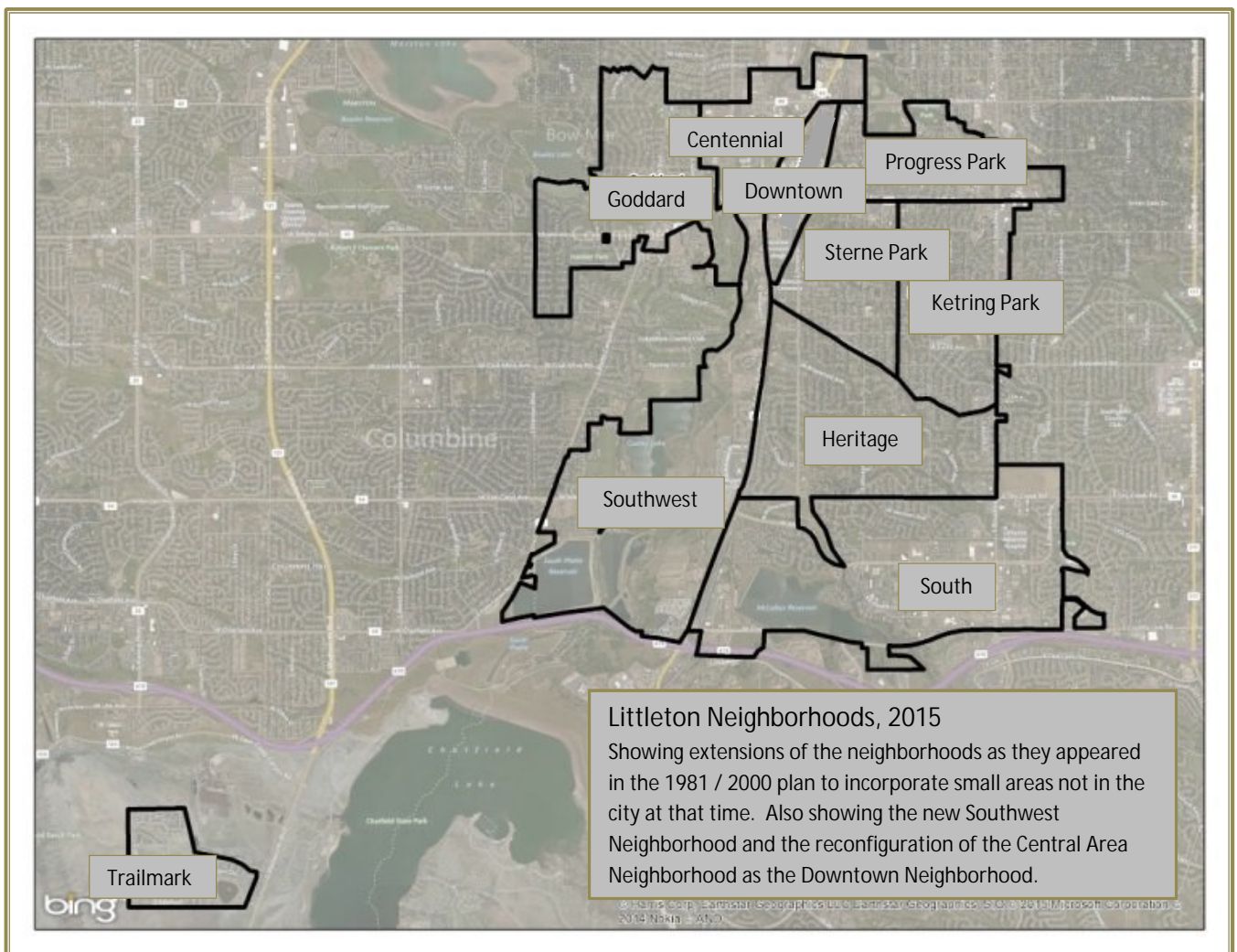
LET THE BOARD HEAR FROM YOU

Please provide your comments on the updated plan for your neighborhood to Dennis Swain, Senior Planner, Littleton Community Development Department, 2255 West Berry Street, Littleton, CO 80202. Dennis' email address is dswain@littletongov.org. Dennis will compile comments and forward them to the planning board. The board will review all public comments, consider revisions to the draft update, hold a public hearing on the updates, and forward their recommendation to city council for their consideration. If adopted by city council, the update plans will serve as elements of the city's comprehensive plan until a more comprehensive update can be completed.

LITTLETON'S 1981 / 2000 COMPREHENSIVE PLAN includes plans for nine neighborhoods and one corridor. These include the 1) Centennial Neighborhood; 2) Central Area Neighborhood; 3) Goddard Neighborhood; 4) Heritage Neighborhood; 5) Ketring Park Neighborhood; 6) Progress Park Neighborhood; 7) South Neighborhood; 8) Sterne Park Neighborhood; 9) Trailmark Neighborhood; and 10) the South Santa Fe Corridor.

The comprehensive plan does not include neighborhood plans for areas that had not been annexed into the city by the time the plan was written. Many of these were small areas that can easily be incorporated as extensions of existing neighborhoods. The primary exception is the Southwest Neighborhood, which is too large and too distinct to be incorporated into another neighborhood. Similarly, although a development plan for what is now the Trailmark Neighborhood was included in the 2005 reprint of the 1981 / 2000 plan, that development plan was completed before there were any residents in Trailmark. As a development plan rather than a neighborhood plan, it provides standards for how the neighborhood was to be initially developed but does not include resident-generated issues, goals, or policies. Accordingly, both the Southwest and Trailmark neighborhoods need completely new plans.

The 1981 / 2000 comprehensive plan also includes one corridor plan, the South Santa Fe Corridor Plan. That plan evolved from a 1984 corridor study, which was revised in 1988 and again in 2000. Because of the dramatic shifts in the market along the corridor since 2000 and the significance of the development that is occurring and anticipated there, and the resulting need for current direction, its update is considered a high priority.



TIMELINE OF PLAN ADOPTION (1981) AND SUBSEQUENT CHANGES TO THE COMPRHENSIVE PLAN

1980's										1990's										2000's										2010's										+	
0	1	2	3	4	5	6	7	8	9	0	1	2	3	4	5	6	7	8	9	0	1	2	3	4	5	6	7	8	9	0	1	2	3	4	5	6	7	8	9	+	
	C			1				2		3									4	5					6								7		8	9	10				+

NOTE: The letter and numbers in the table reference the milestones in the life of the comprehensive plan, as noted below.

ADOPTION OF THE COMPREHENSIVE PLAN

- C** In 1981, the comprehensive plan was adopted as the blueprint for the city's evolution

PRIOR UPDATES TO THE COMPRHENSIVE PLAN

- 1** In 1984, the Santa Fe Corridor Study was added.
- 2** In 1988, Santa Fe Corridor Study policies were amended
- 3** In 1990, the South Industrial Neighborhood was revised and retitled the South Neighborhood.
- 4** In 1999, the regional plan, MetroVision 2020, and the accompanying growth boundaries were added
- 5** In 2000, the planning board and city council updated the eight original neighborhood plans by deleting the goals and policies that had been accomplished or were no longer feasible.
- 6** In 2005, the plan was reformatted and reprinted. The Trailmark Neighborhood
- 7** In 2012, city council adopted a totally new Downtown Plan that replaced the goals and policies that applied exclusively to sub-neighborhoods 2 and 3 in the Central Area Plan and included a boundary change and new configuration for Downtown, which are reflected in the current map.
- 8** In 2014, council adopted a totally new Citywide Plan that replaced the community-wide goals and policies in the 1981 / 2000 plan. Included in the Citywide Plan is the status and priority for updating or creating each of the neighborhood, corridor, and activity area plans that will comprise the fully updated comprehensive plan.

CURRENT AND FUTURE UPDATES TO THE COMPREHENSIVE PLAN

- 9** Consistent with this set of priorities, the focus for the next two years will be on developing station area plans for the Mineral and Littleton Downtown light rail stations.

In 2015, while the groundwork is being laid for the Mineral and Littleton Downtown station area plans, the planning board has initiated a relatively simple and quick update of the original eight neighborhood plans. Consistent with the update completed in 2000, the board has deleted the goals and policies that it believes are clearly no longer valid because:

- The projects that they reference have been completed,
- They have been replaced by goals and policies in newer plans that have been adopted for their area (e.g. downtown), or
- They are no longer feasible because of changed conditions; e.g. streets constructed, houses built, parks

improved; or other changes that have occurred since 2000.

The updated plans include new maps that reflect the addition of small areas that were not included in the 1981 plan, in most cases because those areas had not yet been annexed into the city. Neighborhood boundaries have been adjusted to include these small areas and to be consistent with the boundaries of the Downtown Neighborhood.

10

Other high priority plans include those for the Progress Park neighborhood; the Broadway, Littleton Boulevard, and South Santa Fe Drive corridors; and the Littleton Boulevard / South Broadway, and Littleton Boulevard / Woodlawn Activity Areas. Each of these high priority plans will be time and energy consuming for city staff and the board. As a result, the schedule of updating and creating plans will follow the priorities assigned in the Citywide Plan and will reflect the relative complexity of each plan.

With the exception of the Trailmark and Prospect Park neighborhoods, the neighborhood plans are all assigned low priority relative to other plans in areas with more development pressures and questions. Despite their generally low priority status, the board and staff are committed to updating the neighborhood plans as time and resources are available.

REMEMBER:

LET THE BOARD HEAR FROM YOU

Please provide your comments on the updated plan for your neighborhood to Dennis Swain, Senior Planner, Littleton Community Development Department, 2255 West Berry Street, Littleton, CO 80202. Dennis' email address is dswain@littletongov.org. Dennis will compile comments and forward them to the planning board.

ATTACHMENT D: STATEMENTS AND COMMENTS

As of July 21, 2015, at 1:03 PM, this forum had:

Attendees: 150

On Forum Statements: 8

All Statements: 11

Minutes of Public Comment: 33

This topic started on April 10, 2015 3:27 PM.

This topic ended on July 21, 2015 1:03 PM.

Name not shown Inside District 3 May 8, 2015, 5:33 AM

"CODE ENFORCEMENT

Policy1: That the environmental code of the City which requires land owners to maintain the landscaping of rental property, including renter-occupied single-family residences, be strongly enforced to preserve the well- maintained character of the neighborhood and to protect owners from adverse impacts of poor maintenance."...

...In the Ketring Park area, it seems that this policy is not strongly enforced. In passing by a property, one can easily surmise whether it is a rental or not, simply by viewing the quality of landscape maintenance. Similarly, enforcement of the code regarding the timely shoveling of sidewalks has been lax. We've many pedestrians/students that walk throughout the neighborhood daily.

5 Supporters

Name not shown Inside District 2 April 17, 2015, 2:52 PM

Reference Neighborhood Goal 2 & Transportation Policy 1.

Last summer, we polled the neighborhood, door-to-door, along the length of W. Lake Avenue from Windemere to Prince, to determine our neighbors' opinions about the existing 30 mph speed limit in this residential and park area. With very few exceptions, residents were irate about issues of speeding, the higher speed limit here vs. other areas (Caley Ave., etc.), stop-sign runners at Bemis and W. Lake, and traffic volume and

noise. Some have previously tried to get the City's attention on issues, without results.

As a result, we presented a petition from 21 of the neighbors to the Director of Public Works to change the speed limit to 25 mph. Charlie Bloston agreed to the lower limit, and also provided a temporary speed-check trailer at Sterne Park to facilitate the change.

While this was appreciated, and a good first step, speeding, pedestrian safety, traffic volume, and noise issues persist. W. Lake Avenue is a popular pedestrian and bicycle route for adults, teens, small children, parents with strollers, the visually impaired and otherwise handicapped people, who walk to and from the Museum, Pioneer Farm, Ketring Park, Library, Sterne Park, and ACC. This is a public school bus route, picking up and dropping off children.

Addressing the City's planning process, additional traffic controls should be seriously considered along W. Lake Avenue and eastward to eliminate dangers from traffic, and to improve the quality of use of the area. Please consider in your planning process the following improvements:

1. Enforcement of the 25 mph limit – including flashing 25 mph signage at various places along W. Lake Avenue (such as on Caley Avenue);
2. At Sterne Parkway and W. Lake Avenue, consider effective speed reduction devices such as a speed hump, raised crosswalk, median, traffic circle, or neckdown;
3. Pedestrian crosswalk, with pedestrian right-of-way signage at Sterne Parkway and W. Lake Avenue, across Windemere at W. Lake, and across Gallup at the Library Lane exit across from the Museum. (Crossing Windemere at W. Lake can be particularly harrowing).
4. Extension of a sidewalk on the north side of W. Lake Avenue, east of Spotswood, where people have to walk in the street.
5. Noise-reduction signage. The traffic noise can be deafening from the garbage trucks, Fed Ex and UPS trucks, school buses, motorcycles, and diesel pickups in particular. Traffic volume significantly adds to the noise problem.

We hope and assume that the planning process is not simply a routine administrative process, and that there will be actionable remedies forthcoming on input such as from the Sterne Park neighborhood. As we are fortunate to be retired and live near Sterne Park, we can see all of the traffic, motor and pedestrian, during the day, and we feel that conditions are such that an accident is waiting to happen. Thanks to the City for giving us an opportunity for input.

2 Supporters

Name not shown inside

District 2

May 11, 2015, 11:40 AM

This seems like an exercise in futility. While everyone would agree that single-family neighborhoods are not going to be rezoned, change is occurring elsewhere and affects many neighborhoods positively and negatively. For example, deteriorating commercial areas along Littleton Boulevard and Broadway have negative impacts while the presence of light rail has potential positive impacts. The aging of the population presents challenges. Also, are there more single-family rentals (usually in poor shape) in the older neighborhoods and what is their effect on the neighborhoods? These are just a few subjects that this update process should provide opportunities for discussion. Lord knows that after the debacle of the urban renewal election these matters need lots of discussing!

1 Supporter

Name not shown inside

District 4

May 18, 2015, 12:40 PM

Can you please share any plans you may have for the neighborhood of TrailMark?

Sharleen Williams

Inside District 2

May 12, 2015, 10:19 PM

In the 1981 plan Progress Park was subdivided, the northeast is between Broadway, Huron St, east to west, Littleton Blvd to the south, Belleview to the north. The northside neighborhood, commonly known as Starksdale is Huron to Windemere, east to west, Littleton Blvd to the south, Belleview to the north. In northside it is stated very clearly that the northside neighborhood will never allow an apartment building. I hope the Board takes the time to look at northside and decides to stick with the 1981 plan and treat the northside as a separate and distinct area separate from the northeast as we are a single family area with a small area of duplex/triplex as well as 1 town home development with 36 HOMEOWNER OCCUPIED homes on 5 and 1/2 acres which is less dense than the rest of our area. They each have double car garages with additional visitor parking in a well landscaped, park like atmosphere. We are not in any way akin to the rest of the Progress Park area namely the northeast community. We are very concerned the Board will not understand the division or honor the split as the 1981 plan clearly did.

Name not shown inside

District 4

May 12, 2015, 1:49 PM

Would like to have the terms "commercial" and "industrial" defined in the document. Could someone build and operate a heavy manufacturing facility? A commercial/industrial facility open 24/7? A theme park? A drilling/fracking operation? A race track? (Etc.)

South Neighborhood, Goal #2 (p. 50) - do the owners of McClellan Reservoir agree that they also have a responsibility to prevent degradation of the water quality?

South Neighborhood, Land Use Policy #1: in addition to visual and auditory impacts, there should be mention of physical impacts, such as vibration, land shifting, and the introduction of physical, chemical and other contaminants into the residential and non-residential areas.

South Neighborhood Land Use: Commercial/Industrial development should also preserve and enhance the existing residential areas.

Name not shown	Inside District 3	April 16, 2015, 3:33 PM
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South Neighborhood plan.

Transportation - Policy 2 (old policy 2). I am glad to see this is to be removed. I would strongly object to any attempt to re-introduce it or a variation of it.

Land Use - Policy 3. I would like to object to the potential placement of "Industrial" development north of Mineral Avenue. I can put up with commercial as there is already some of that, but I think industrial use would be too close to the Southbridge II neighborhood's southern boundary. Commercial and industrial are not the same thing.

Land Use Policy 4. This sounds to me like an attempt to increase housing density development. I would remove the phrase "provides a mix of housing types" and simply replace it with the word "proceeds".

Name not shown	Inside District 3	April 15, 2015, 2:55 PM
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Question related to the Sterne Park neighborhood. It says prohibiting commercial zoning beyond what is already zoned commercial. I'm not necessarily for sweeping through and making the neighborhood more commercial, but I'd be curious what some areas slightly off Littleton blvd are zoned. It seems having some flexibility in this statement might be a better idea depending on what the current zoning looks like.

CITY OF LITTLETON, COLORADO

RESOLUTION NO. 12

Series of 2015

A RESOLUTION OF THE PLANNING BOARD OF THE CITY OF LITTLETON, COLORADO, RECOMMENDING APPROVAL OF AN UPDATED NEIGHBORHOOD BOUNDARIES MAP AND UPDATED MAPS, GOALS, AND POLICIES FOR SEVEN OF THE CITY'S NEIGHBORHOODS AS AN AMENDMENT TO THE COMPREHENSIVE PLAN.

WHEREAS, §2-9-1 of the city code defines the powers and duties of the planning board and states that the planning board shall recommend to the city council comprehensive plans to guide the future growth and development within the city, and states that such comprehensive plans shall be approved by city council; and

WHEREAS, the planning board held a public hearing on September 28, 2015, to consider recommending to city council a proposed amendment to the comprehensive plan, consisting of updates to the neighborhood boundaries map and to the maps, goals, and policies for the Centennial, Goddard, Heritage, Ketrington Park, Progress Park, South, and Sterne Park neighborhoods; and

WHEREAS, following the public hearing on September 28, 2015, the planning board, after considering such evidence and testimony, voted to recommend approval of updated maps, goals, and policies for the Centennial, Goddard, Heritage, Ketrington Park, Progress Park, South, and Sterne Park neighborhoods, as an amendment to the comprehensive plan, and to forward the proposed amendment to City Council for approval.

NOW, THEREFORE, BE IT RESOLVED BY THE PLANNING BOARD OF THE CITY OF LITTLETON, COLORADO, THAT:

The Planning Board does hereby recommend approval to the City Council of the updated maps, goals, and policies for the Centennial, Goddard, Heritage, Ketrington Park, Progress Park, South, and Sterne Park neighborhoods as an amendment to the comprehensive plan.

INTRODUCED, READ AND ADOPTED at a regularly scheduled meeting of the Planning Board of the City of Littleton, Colorado, on the 28th day of September, 2015, at 7:00 p.m. in the Littleton Center, 2255 West Berry Avenue, Littleton, Colorado by the following vote:

AYES: Chairwoman Elrod, Chair Pro Tem Rudnicki, Board Member Moore, Board Member Samuelson and Board Member Krueger

NAYS: None

ABSENT: Board Member Bolt, Board Member Graham, Board Member Myles and Board Member Corbett

DocuSigned by:
Denise Ciernia

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Denise Ciernia, Recording Secretary

DocuSigned by:

Karina Elrod

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Karina Elrod, Chair

DocuSigned by:
APPROVED AS TO FORM:

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Kristin Schledorn
City Attorney

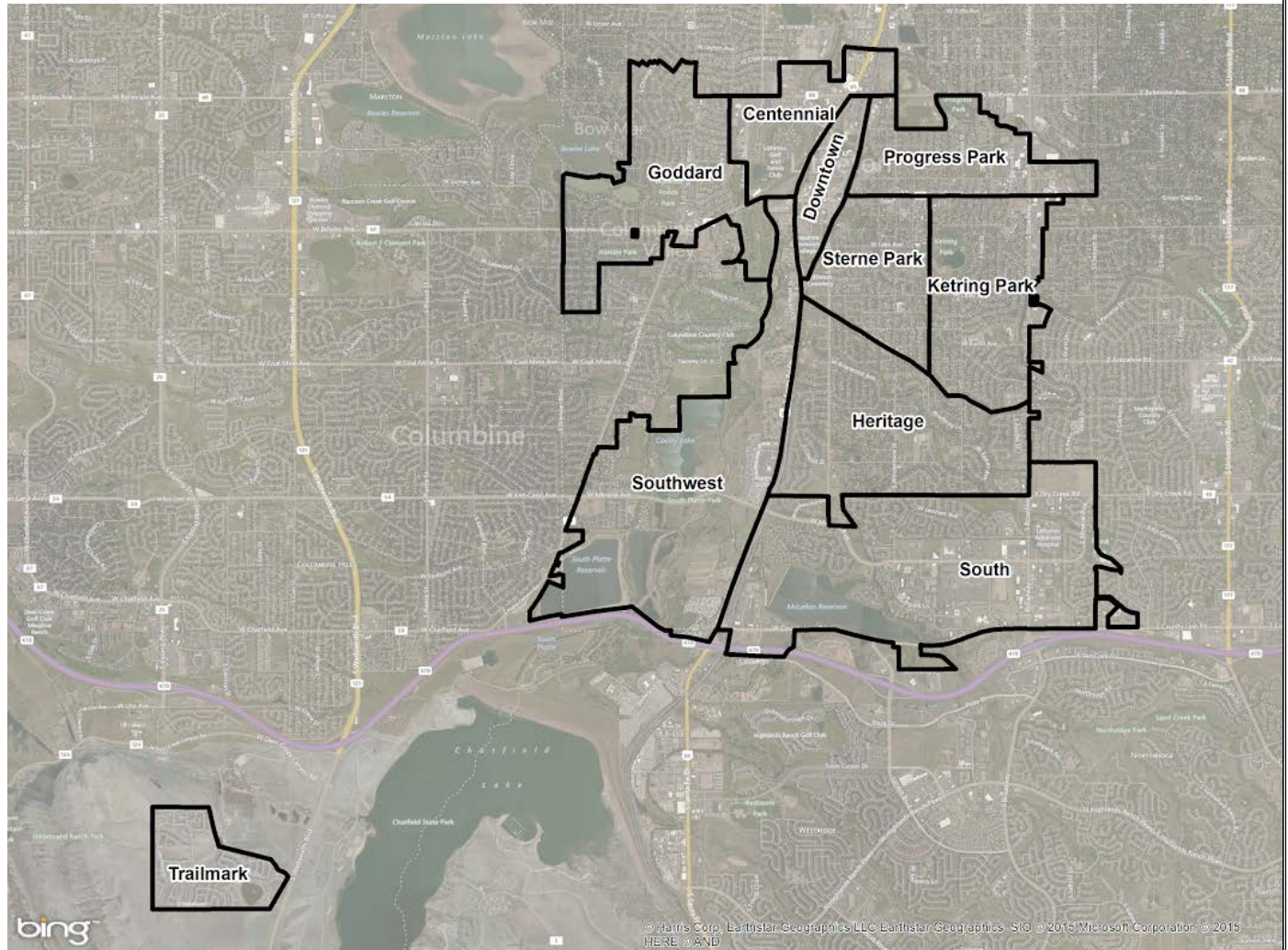
DRAFT UPDATED COPY

Updates the planning board approved Scheduled for public review
08/28/01/12/15

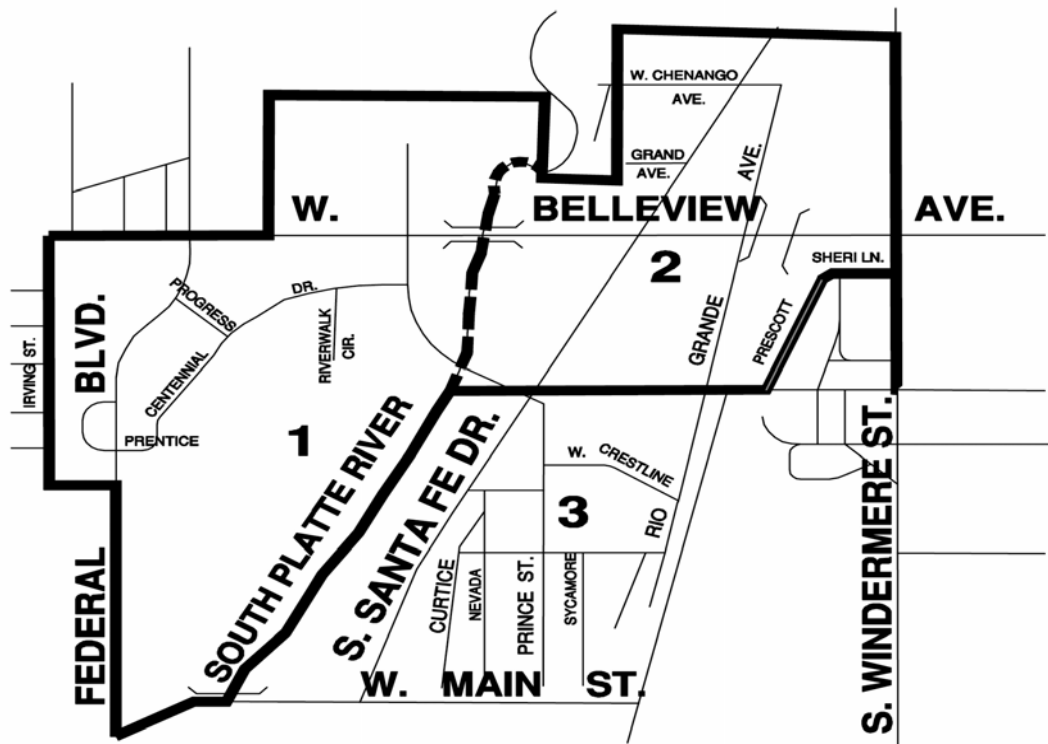
NEIGHBORHOOD AREAS *Goals and Policies*

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NEIGHBORHOOD BOUNDARIES



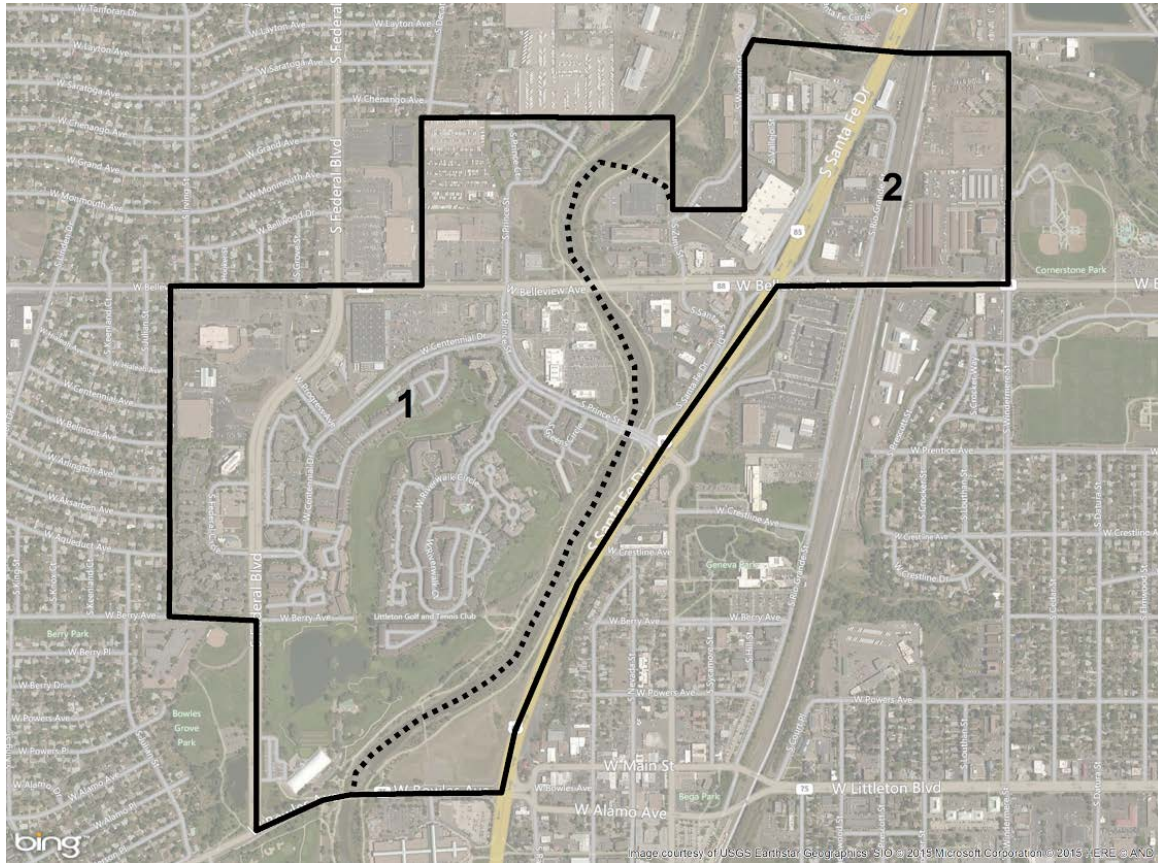
CENTENNIAL NEIGHBORHOOD



NEIGHBORHOOD BOUNDARY

SUB-NEIGHBORHOOD BOUNDARY

CENTENNIAL NEIGHBORHOOD



CENTENNIAL NEIGHBORHOOD

NEIGHBORHOOD GOALS

- Goal 1:** Preserve the existing character of the neighborhood as exemplified by retail and commercial uses.
- Goal 2:** Encourage an improved street system that will increase ease of access to the area and promote the viability of the area as a commercial and retail center.
- Goal 3:** Encourage joint action of landowners and merchants and the City in solving or minimizing neighborhood problems.

NEIGHBORHOOD POLICIES

TRANSPORTATION

- Policy 1:** Pedestrian crossings on Santa Fe drive to the Platte River greenbelt should be encouraged where feasible.

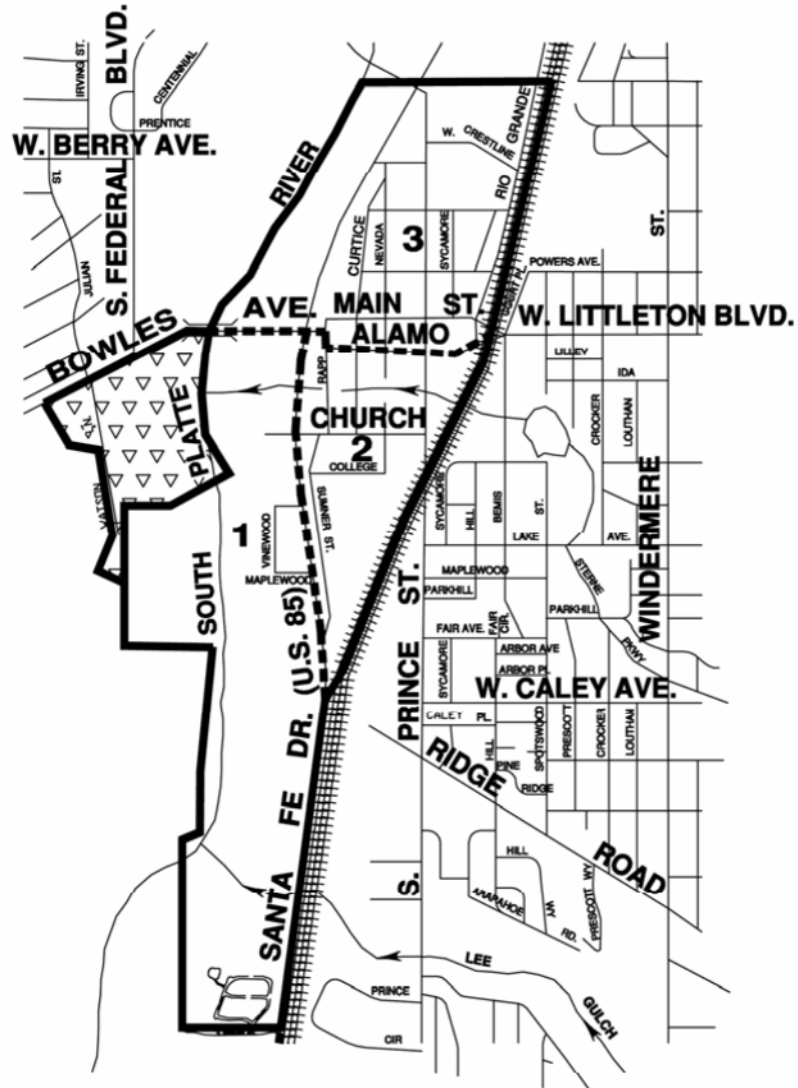
LAND USE

- Policy 1:** Land made available for redevelopment as a result of the South Platte channelization project should be zoned and developed in keeping with the character of the surrounding neighborhood and the Riverfront plans.
- Policy 2:** Remnant parcels of land should be considered for such public uses as open space, parks and parking lots and RTD park and ride locations and should be jointly developed by the Highway Department and the City or other public agencies.
- Policy 3:** ~~The Old Littleton Sewage Treatment Plant should be retained in City ownership until anticipated highway improvements are completed, to assure proper disposition.~~ **THIS PROJECT HAS BEEN COMPLETED**

Policy 4: That any development proposals be carefully scrutinized to assure adequate buffering and compatibility between residential and commercial neighborhoods.

DRAFT UPDATE

CENTRAL AREA NEIGHBORHOOD



- NEIGHBORHOOD BOUNDARY
- - - - -** SUB-NEIGHBORHOOD BOUNDARY
- ▽▽▽▽▽** not in complan area

This aerial map of the Harlow Park area in Lincoln, Nebraska, is divided into three numbered regions (1, 2, 3) and a dashed line. The map includes labels for Bowles Lake, Upper Tule Lake, Lower Tule Lake, Wyneceta Ponds Park, and Harlow Park. Major roads like W. Bowles Ave, W. 160th St, and W. 168th St are visible. The map is credited to Bing and USGS.

DRAFT

CENTRAL AREA NEIGHBORHOOD

COMMENT: The following neighborhood goals have been developed as a result of the Central Area Task Force reports and neighborhood citizen meetings.

NEIGHBORHOOD GOALS

- Goal 1:** Encourage and promote the Central Area as the major activity center of Littleton and prepare a detailed "activity center" plan with specific recommendations and schedules to implement innovative economic and development techniques to achieve the activity center concept. Further, the implementation of this program should be led by strong cooperative actions taken by the City of Littleton.
- Goal 2:** Improve traffic circulation throughout the Central Area.
- Goal 3:** Plan and implement a program to provide additional off-street parking and special pedestrian access to Main Street and the light rail facility.
- Goal 4:** ~~Encourage the retention of the historic and "small town" character of Main Street.~~ **THE 2012 DOWNTOWN NEIGHBORHOOD PLAN REPLACES THIS GOAL**
- Goal 5:** ~~Acquire and develop additional open space land for the Central Area to provide exclusive pedestrian ways connecting Arapahoe Community College and Main Street.~~ **THE 2012 DOWNTOWN NEIGHBORHOOD PLAN REPLACES THIS GOAL**
- Goal 6:** Encourage and accommodate the private rehabilitation of older residential and commercial structures.
- Goal 7:** ~~Main Street should be developed and redeveloped as a pedestrian oriented, walk-in retail shopping area with special efforts given to the establishment of a wider range of retail goods and services to attract as great a consumer market as possible.~~ **THE 2012 DOWNTOWN NEIGHBORHOOD PLAN REPLACES THIS GOAL**
- Goal 8:** Continue public and private efforts to beautify the neighborhood.
- Goal 9:** ~~Portions of the Central Area, known as the Littleton Main Street Historic District, and~~ Individual structures (e.g., Richard Little home) **and collections of structures** have been

designated locally significant historic areas/structures and districts, respectively. Preservation of these areas and structures and districts is essential to maintain Littleton's unique character. **THIS GOAL HAS BEEN REVISED TO REFLECT CHANGED CONDITIONS**

NEIGHBORHOOD POLICIES

TRANSPORTATION

Policy 1: That all alternatives be examined to reduce traffic congestion in the Central Area.

Policy 2: ~~That South Rio Grande Street from Belleview to Main Street be improved to a four-lane parkway to carry the additional traffic loads caused by the Arapahoe County Office Complex, the Littleton City Hall, and light rail facility.~~ **THIS POLICY HAS BEEN DELETED BECAUSE OF CHANGED CONDITIONS**

Policy 3: ~~That South Santa Fe Drive be improved to a six-lane, controlled access facility.~~ **THIS PROJECT HAS BEEN COMPLETED**

Policy 4: ~~That additional parking be located adjacent to the Main Street business core with special pedestrian access to Main Street and the light rail facility.~~ **THE 2012 DOWNTOWN NEIGHBORHOOD PLAN REPLACES THIS POLICY**

LAND USE

Sub-neighborhood Number 1:

Policy 1: That the detailed activity center plan make specific recommendations on the future zoning and development of land now affected by the floodplain. Further, that all areas within the sub-neighborhood be re-examined, and specific zoning recommendations be made, so that future development will protect and enhance the river environment, and the rest of the neighborhood.

Policy 2: That the existing mobile home use in a B-3 Zone District at the southernmost end of the neighborhood be rezoned to the MH Mobile Home District as soon as possible.

Sub-neighborhood Number 2:

THE 2012 DOWNTOWN NEIGHBORHOOD PLAN REPLACES ALL POLICIES FOR THIS SUB-NEIGHBORHOOD

Policy 1: ~~That as the existing industrial uses eventually relocate, new uses be encouraged to locate in this area, through techniques detailed in the~~

activity center plan. The City should take the initiative in promotional and marketing areas to assure the successful implementation of the plan.

Policy 2: That efforts be made to negotiate with owners of non-conforming uses to establish specific mutually acceptable termination periods for these non-conformances.

Policy 3: The Richard Little home has been designated by the City as a historic structure and should be preserved as a local historic monument.

Policy 4: That an exclusive pedestrian and bicycle way be provided in the neighborhood from Arapahoe Community College to Main Street, from Arapahoe Community College north to Berry Avenue along the railroad tracks.

Sub-neighborhood Number 3:

THE 2012 DOWNTOWN NEIGHBORHOOD PLAN REPLACES ALL POLICIES FOR THIS SUB-NEIGHBORHOOD

Policy 1: That the Central Area be promoted as the major activity center of Littleton, through techniques detailed in the activity center plan and implemented through City initiative.

Policy 2: That the scale of Main Street be preserved through a building height limitation of 40 feet on all parcels with frontage on Main Street from Rapp to Rio Grande Streets. This will require amendments to the CA Zone District to assure maintenance of the architectural integrity of Main Street.

Policy 3: That continued use and adaptive re-use of the existing structures along Main Street be encouraged.

Policy 4: That all codes of the City pertaining to structural rehabilitation be examined with the purpose of removing or modifying unnecessary impediments to rehabilitation of older structures.

Policy 5: That continued beautification efforts along major thoroughfares be encouraged as a joint effort of the property owners and the City government.

Policy 6: That the boundaries of the area zoned R-5 be amended to exclude the one-half blocks facing on both sides of Nevada, between Powers and Berry, and the balance of the R-5 zoned area be preserved for permitted residential uses.

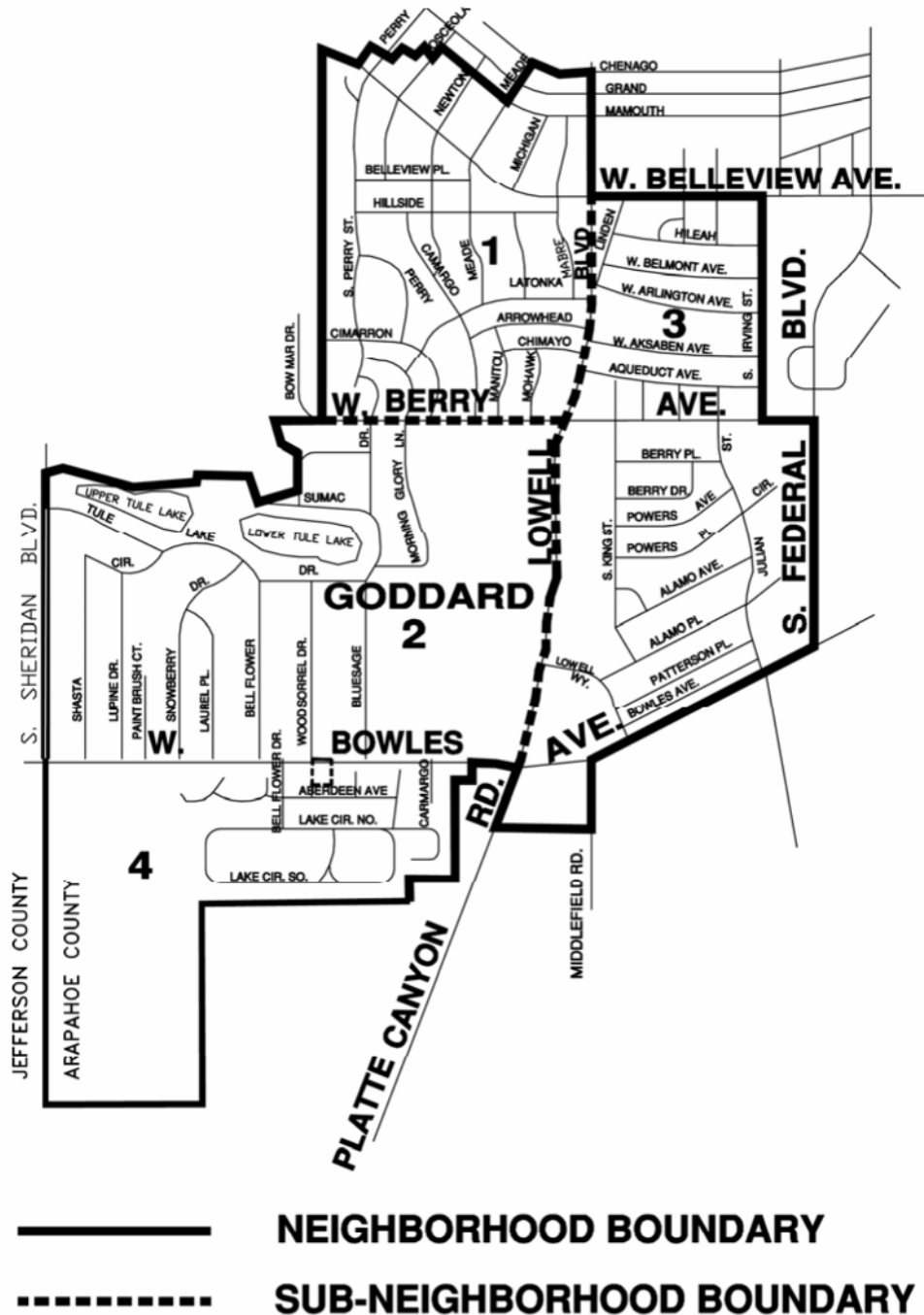
Policy 7: That the one-half blocks facing on both sides of Nevada, between Powers and Berry, be rezoned to be included in the CA Zone District.

Policy 8: That new commercial and multiple-family residential development be especially encouraged within the following area:

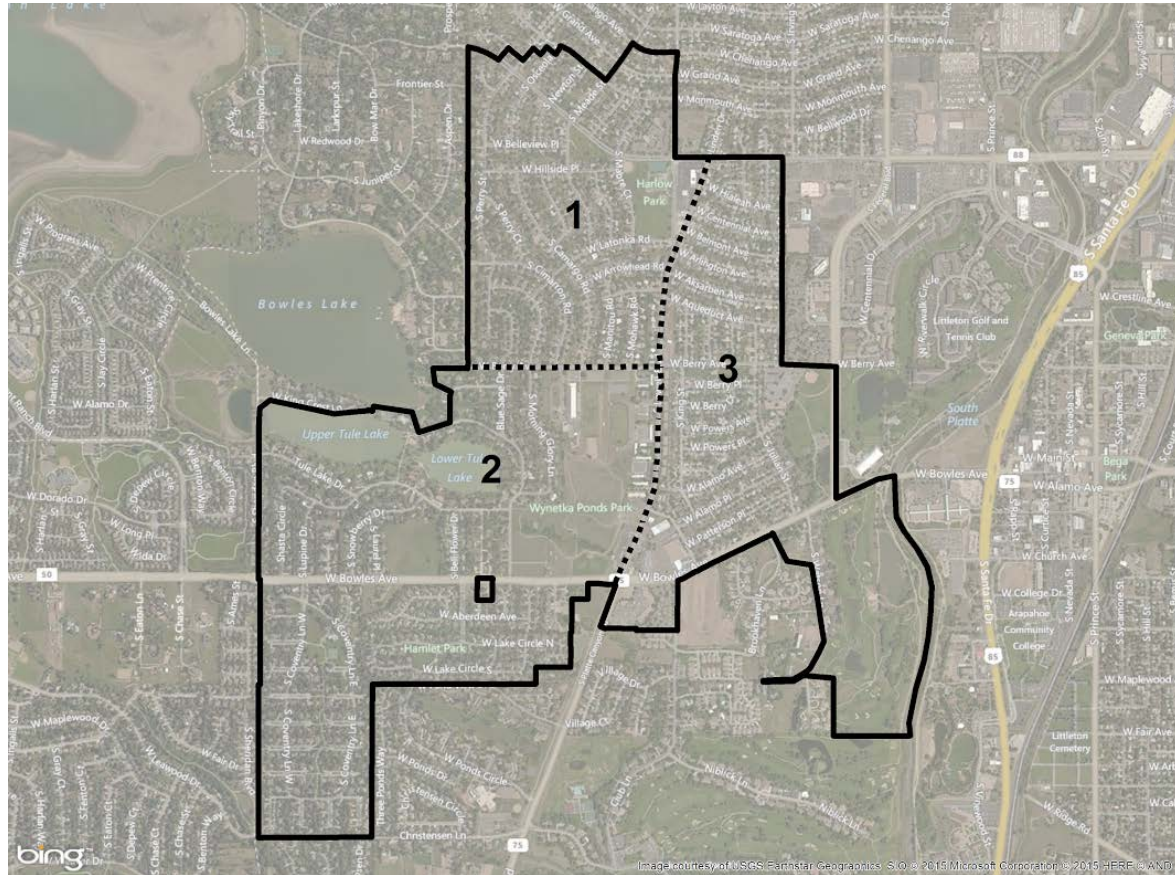
- a. ~~From Alamo Avenue north to the alley between Main Street and Alamo Avenue, between Santa Fe and the railroad tracks.~~
- b. ~~All the area from the rear of the structures on the north side of Main Street to Berry Avenue, except that area to be retained in the R-5 district.~~
- c. ~~The western frontage of Prince Street from the intersection with South Santa Fe Drive south to Crestline Avenue.~~

DRAFT UPDATE

GODDARD NEIGHBORHOOD



GODDARD NEIGHBORHOOD



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GODDARD NEIGHBORHOOD

NEIGHBORHOOD GOALS

- GOAL 1:** Preserve the existing character of the neighborhood as exemplified by single-family residential uses, open space and suburban atmosphere.
- GOAL 2:** Encourage new commercial uses to concentrate in established presently zoned business districts to arrest development of "strip commercial", which encroach into residential areas and create traffic congestion.
- GOAL 3:** Institute intergovernmental review procedures with neighboring jurisdictions so that impacts of development in those areas can be identified and planned for.
- GOAL 4:** Encourage improved public transportation service, thus heavier utilization, as a means of decreasing auto traffic, conserving energy and improving air quality.
- GOAL 5:** Provide a balanced mix of recreational opportunities, including organized, active sports facilities and natural passive areas.
- GOAL 6:** Enhance neighborhood quality of life by supporting code enforcement programs, to minimize nuisance and protect property owners from adverse impacts of poor maintenance.

NEIGHBORHOOD POLICIES

TRANSPORTATION

- Policy 1:** That an intensified program of traffic code enforcement, in conjunction with increased fines and penalties be undertaken to control speed violations, particularly on Lowell Boulevard/Berry Avenue, Morning Glory/Blue Sage Drive, and other areas of heavy violations.
- Policy 2:** That a program of sidewalk and/or bike path improvements be devised to provide safe pedestrian access along major arterials.
- Policy 3:** That RTD be urged to revise routes and schedules in the Southwest Metro area to encourage more ridership.

LAND USE

- Policy 1:** That new commercial uses be encouraged to locate in concentrated, established commercial districts, primarily downtown.
- Policy 2:** That development of any land zoned for business within the neighborhood, if it occurs, be encouraged to develop as less intensive, neighborhood-oriented uses.
- Policy 3:** That any further residential development be compatible with the existing single-family residential character of the neighborhood.
- Policy 4:** That the City closely monitors development proposals in adjacent jurisdictions which will affect the neighborhood, and aggressively seek input to resolve or minimize adverse impacts of such development.
- Policy 5:** That the environmental integrity of the neighborhood, particularly as affected by floodplains, storm runoff, and soil types, be protected by strict enforcement of applicable regulations to assure that development will not cause environmental damage.

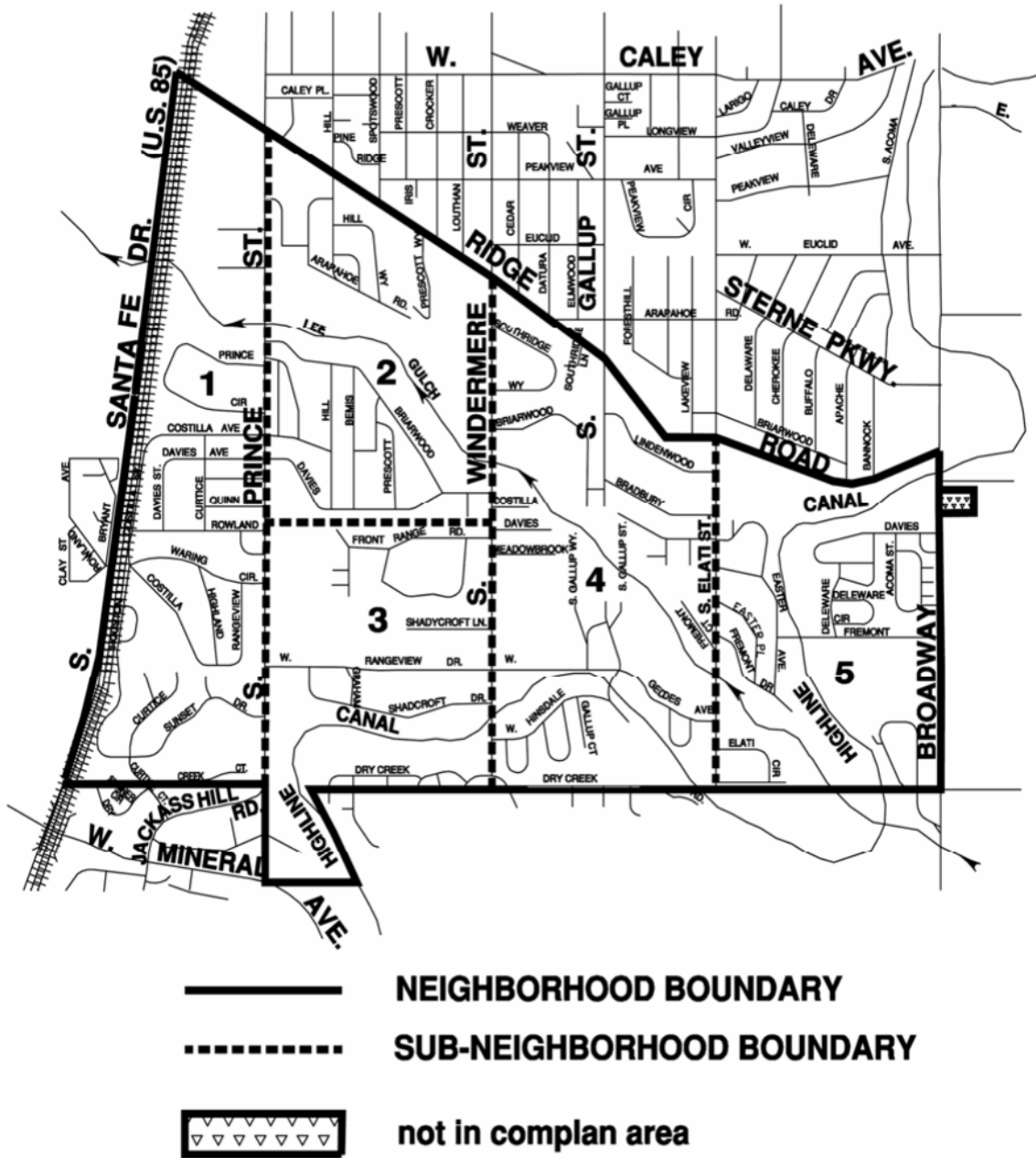
PARKS AND RECREATION

- Policy 1:** That an east-west bicycle/pedestrian trail linking Columbine Trail with other parks in the neighborhood, be given higher priority, and that it be viewed as a multi-purpose facility rather than purely as a recreational resource.

CODE ENFORCEMENT

- Policy 1:** That the City's environmental codes covering landscape maintenance; trash, weeds and abandoned vehicles, be strictly enforced to preserve the well maintained character of the neighborhood and to protect adjacent property owners from adverse impacts of poor maintenance.
- Policy 2:** That enforcement of the City's animal control ordinance be upgraded to curb the magnitude of animal-related nuisances in the neighborhood.
- Policy 3:** That the enforcement of the City's noise control ordinance be upgraded to assure peaceful enjoyment in the neighborhood residential areas.

HERITAGE NEIGHBORHOOD



This is an aerial map of the City of San Jose, California, divided into five numbered regions (1-5) by a thick black outline. The map shows streets, parks, and landmarks. Region 1 is the westernmost area, Region 2 is the central area, Region 3 is the southern area, Region 4 is the eastern area, and Region 5 is the northeastern area. The map is credited to Bing and the City of San Jose.

DRAFT

HERITAGE NEIGHBORHOOD

NEIGHBORHOOD GOALS

- Goal 1:** Preserve existing character of the neighborhood, open space, semi-rural atmosphere, and general “quality of life” aspects, especially the predominantly low-density single-family residential areas.
- Goal 2:** Prohibit new high-density residential and commercial uses from encroaching into existing low-density residential areas.
- Goal 3:** Limit multi-family residential and light commercial uses to areas along major arterials such as Santa Fe and Broadway.
- Goal 4:** Preserve and enhance existing parks and open space, and acquire additional land for parks and open space to provide more recreational opportunities for the residents.
- Goal 5:** Improve transportation facilities and traffic control only to the extent necessary to provide safety and good traffic patterns, but not to an extent which would encourage through traffic.
- Goal 6:** Provide a safe and interconnected system of bike paths that will facilitate bicycle traffic as an alternative to automobile traffic for local trips.

NEIGHBORHOOD POLICIES

TRANSPORTATION

Policy 1: ~~Access to Heritage High School should be improved by providing an alternate route to the school via Gallup Street; and the City should undertake feasibility studies to determine how to accomplish this.~~

THIS PROJECT IS NO LONGER FEASIBLE BECAUSE OF CHANGED CONDITIONS

Policy 2: Safety around elementary schools should be improved. ~~by installation of flashing signals to be operated only during school hours when the 20 mph speed limit is in effect.~~ **THIS PROJECT HAS BEEN COMPLETED**

Policy 3: The police patrols on those residential streets which have been repeatedly identified as problem areas should continue to be intensified for some period of time to discourage speeders.

Policy 4: Ridge Road should be kept essentially in its present character as a residential collector street with improvements limited to safety and maintenance rather than increased traffic load.

Policy 5: ~~North-south streets should be kept as local residential carriers. Any connection between existing north-south streets and new residential development to the south will be limited to serving that development and will be completely separate from the nonresidential traffic system.~~ **THIS PROJECT HAS BEEN COMPLETED**

Policy 6: The use of alternatives to the private automobile should be encouraged by safe and convenient mass transit facilities and bike paths.

Policy 7: That direct access onto South Broadway between Fremont and County Line Road be in accordance with the South Broadway Access Control Plan, so as to provide maximum efficiency of traffic movement and accessibility to Broadway frontage property.

LAND USE

Policy 1: Further development in the neighborhood should be consistent with existing development, primarily low density, single-family residential uses.

Policy 2: Any new development in the neighborhood should be designed and sited so as to protect views and maximize open space.

Policy 3: Low intensity commercial and office uses and residential uses other than single-family shall be limited to the peripheral areas of the neighborhood with direct vehicular access only to major arterial streets. Common access points, clustering of buildings and similar techniques should be employed to preserve the open, low intensity character of the neighborhood and avoid the appearance of strip development along the arterial streets.

Policy 4: Development proposals for commercial and multi-family residential developments should be carefully scrutinized to assure compatibility with existing adjacent residential development. A transitional area not less than 50 feet in width, landscaped and maintained by the owner of the non-residential/multi-family development shall be considered a minimum acceptable separation.

Policy 5: In addition to the requirements of the zoning ordinance, in order to preserve the character of the neighborhood, any parcels proposed to be rezoned shall not exceed densities in adjacent developments.

Policy 6: ~~Moderate amounts of single-family residential development should be accomplished in an orderly, staged pattern consistent with adequate public service capacities, analysis of impact on schools, and traffic impact and treatment.~~ **THIS PROJECT HAS BEEN COMPLETED**

Policy 7 Environmentally sensitive areas such as floodplains, steep slopes, etc., should be discouraged from developing or severely limited to development that will not adversely affect such sensitive areas.

Policy 8: That floodplain development restrictions be imposed on applicable portions of Lee Gulch in compliance with the Federal Emergency Management Agency (FEMA) national flood insurance program requirements, and that all property owners in the floodplain be encouraged to participate in the federal flood insurance program.

PARKS AND RECREATION

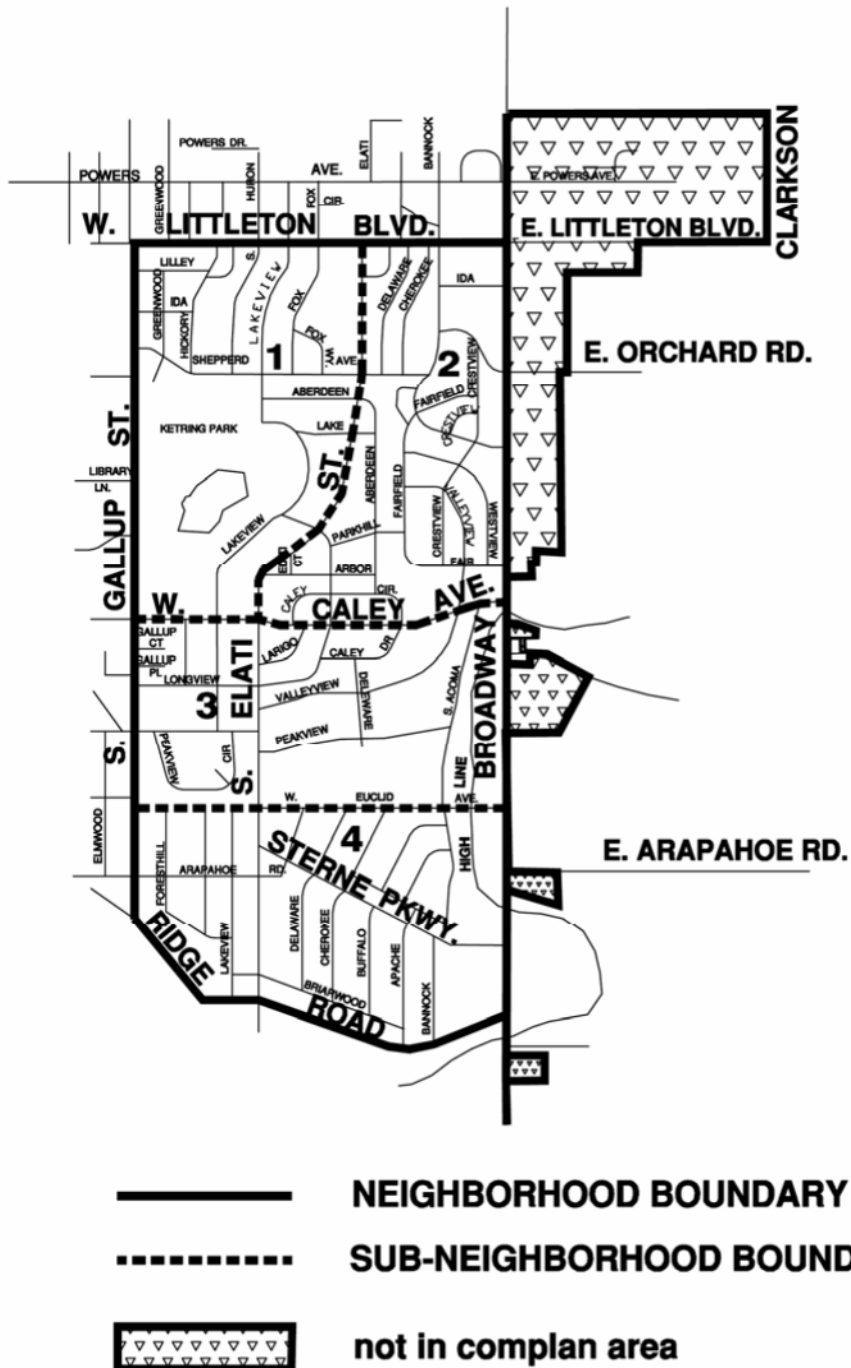
Policy 1: The Highline Canal represents one of the most cherished neighborhood features and as such its preservation and enhancement should be supported.

Policy 2: That further development of subdivisions in the neighborhood be required to dedicate adequate public open space to meet the needs of the area residents.

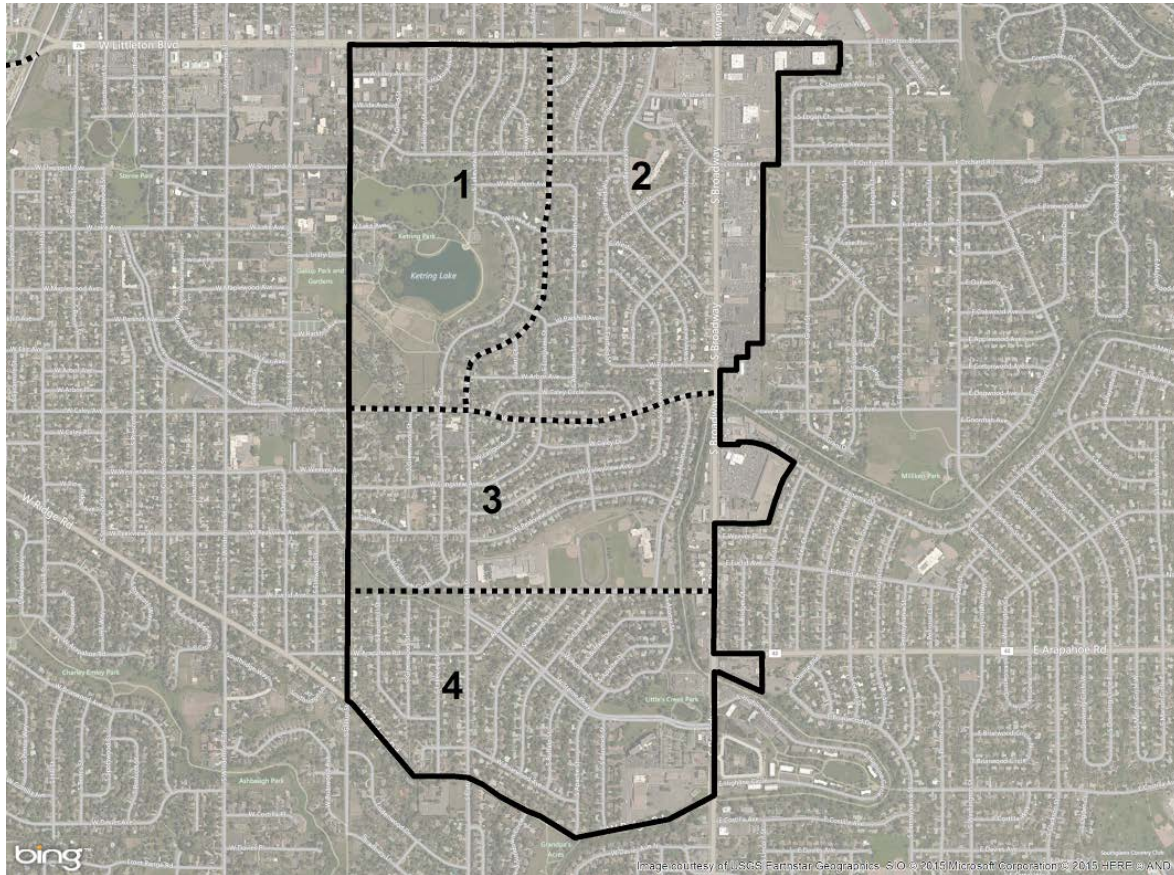
Policy 3: The development of park pockets along the Lee Gulch greenbelt should be encouraged.

Policy 4: Private development of any nature should be encouraged to utilize design and siting principles to maximize open space.

KETRING PARK NEIGHBORHOOD



KETRING NEIGHBORHOOD



DRAFT

KETRING PARK NEIGHBORHOOD

NEIGHBORHOOD GOALS

- Goal 1:** Preserve the existing character of the neighborhood, open space and general “quality of life” aspects, especially the “well-maintained, attractive” single-family residential areas.
- Goal 2:** Improve transportation facilities and traffic controls only to the extent necessary to improve safety and to provide good traffic circulation within the neighborhood, and to discourage vehicular traffic in the neighborhood.
- Goal 3:** Prohibit further development of new commercial and continued conversion of residential structures to commercial uses, in existing single-family residential areas.
- Goal 4:** Preserve existing parks and open space and limit further development of existing park and open space to passive recreational facilities.

NEIGHBORHOOD POLICIES

TRANSPORTATION

COMMENTS: A substantial portion of the items on the residents’ questionnaire and discussion at the neighborhood meetings related to transportation issues. Some of the specific questions included the extension of Gallup Street, south of Ridge Road, to Heritage High School, the function of neighborhood collector streets, and pedestrian safety in school zones and miscellaneous traffic related issues. The neighborhood also supported both the extension of Gallup Street south to provide an alternate access to Heritage High School and completion of Sterne Parkway from Broadway to Lake Street, terminating at Sterne Park. Both of these projects have been abandoned due to subsequent policy decisions by the City. The questions with respect to internal traffic produced a general response that these streets were carrying too much through traffic and that this role should be discouraged and downplayed as much as possible. The following plan policies addressing

transportation and traffic issues were formulated as a result of neighborhood input.

- Policy 1:** That traffic controls be maintained or improved on internal residential collector streets, for example Caley and Elati, to prevent further increases in speed and traffic volumes.
- Policy 2:** That the function of Caley Avenue and Elati Street as carriers of through traffic be de-emphasized.
- Policy 3:** That an intensified program of traffic code enforcement, in conjunction with increased fines and penalties, be undertaken to improve pedestrian safety in school zones.
- Policy 4:** That Gallup Street be improved to provide an alternate route to Heritage High School. **THIS PROJECT IS NO LONGER FEASIBLE BECAUSE OF CHANGED CONDITIONS**
- Policy 5:** That Ridge Road be maintained in its present character with improvements to improve safety and facilitate traffic flow.

LAND USE

- Policy 1:** That further development of commercial uses south of Littleton Boulevard along north-south streets (e.g., Gallup and Datura) be prohibited.
- Policy 2:** That further conversion of existing single-family residences to commercial uses, especially along South Broadway, be prohibited.
- Policy 3:** That emphasis be placed in the decision-making process on the preservation of existing single-family areas as sound, desirable areas in which to live.
- Policy 4:** That storm water runoff be controlled through a combined program of increasing the capacity of storm sewers, prohibiting further development, or redevelopment within floodplains to minimize potential flood damage.

PARKS AND RECREATION

- Policy 1:** That the Ketrang/Gallup Park complex be maintained essentially as it currently exists, with future improvements, if any, limited to passive recreational uses such as fishing piers, and picnic areas.
- Policy 2:** That a “linear park” be developed on uncompleted portions of Sterne Parkway with emphasis placed on pedestrian and bicycle use.

CODE ENFORCEMENT

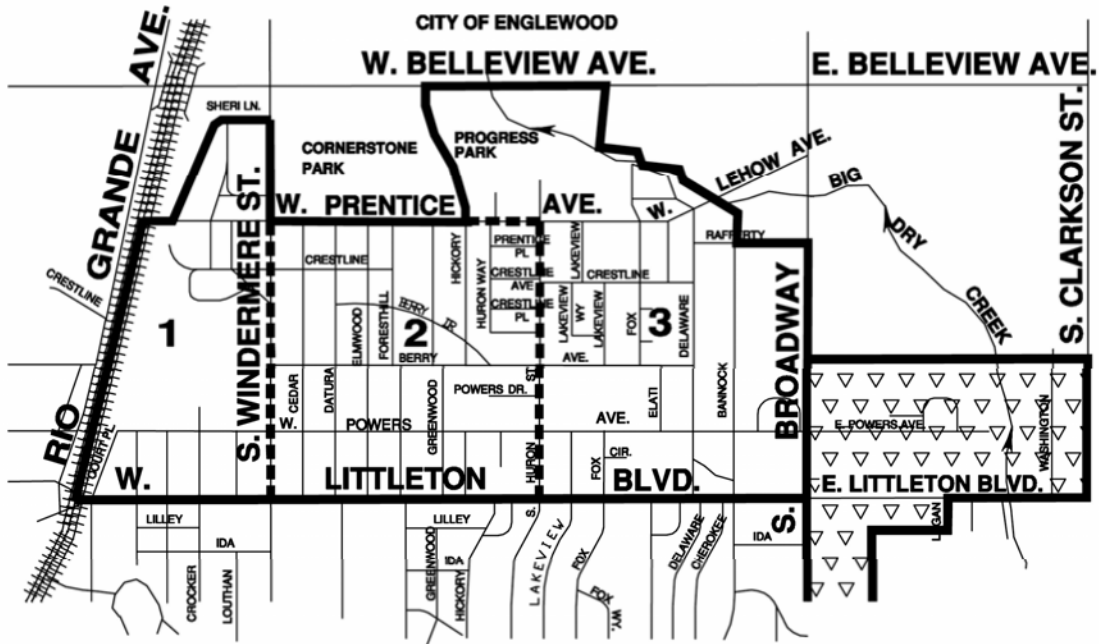
- Policy 1:** That the environmental code of the City which requires land owners to maintain the landscaping of rental property, including renter-occupied single-

family residences, be strongly enforced to preserve the well- maintained character of the neighborhood and to protect owners from adverse impacts of poor maintenance.

Policy 2: That a concerted, intensified effort should be undertaken to control vandalism.

DRAFT UPDATE

PROGRESS PARK NEIGHBORHOOD



 NEIGHBORHOOD BOUNDARY
 SUB-NEIGHBORHOOD BOUNDARY
 not in complan area

DRAFT

PROGRESS PARK NEIGHBORHOOD

NEIGHBORHOOD GOALS

- Goal 1:** Preserve the existing character of the neighborhood as much as possible, preserving especially the single-family home areas.
- Goal 2:** Limit new high-density residential development as well as the encroachment of commercial and industrial development into existing residential areas.
- Goal 3:** Develop existing parks fully and acquire additional parkland, open space, to provide increased recreational opportunities for the residents.
- Goal 4:** Improve transportation facilities and traffic controls to provide more safety for children walking to school as well as the elderly and other pedestrians.

NEIGHBORHOOD POLICIES

TRANSPORTATION

COMMENTS: The transportation system of a neighborhood should be designed to perform the dual role of providing access for its residents and visitors as well as protecting the neighborhood from the negative impacts of unnecessary traffic congestion. Presently, four streets perform the role of collector streets, i.e., they collect and distribute traffic between major arterial streets; these are:

1. Prentice Avenue between Windermere and Delaware Street;
2. Delaware Street between Littleton Boulevard and Prentice Avenue;
3. Lehow Avenue from Delaware to Broadway; and
4. Short segment of Powers Avenue between Delaware and Broadway.

Bellevue, Littleton Boulevard and Broadway all perform the function of arterials, i.e., they permit rapid and relatively unimpeded movement of

carrying sufficient volumes to be classified as an arterial. It is the traffic through the City; in addition, Windermere Street is presently recommendation of the plan that these be officially designated as arterial

or collector as noted above, and that measures should be designated as residential in character.

The recommendations of the neighborhood are as follows:

- Policy 1:** Upgrading South Windermere to arterial status by providing four-lane striping and turn lanes.
- Policy 2:** Officially designate the above-mentioned segments of Prentice Avenue, Delaware Street, Lehow Avenue and Powers Avenue as collector streets; and Broadway, Littleton Boulevard, Belleview Avenue, and Windermere Street as arterials.
- Policy 3:** Provide traffic signal at West Powers Avenue and Bannock Street.
- Policy 4:** Mitigate high volume school bus traffic on residential streets.

LAND USE

- Policy 1:** The Progress Park residents desire to preserve the low-density residential character of their neighborhood.

COMMENTS: *The existing zoning appears to be compatible with this goal. Infilling of individual homes in the single-family residential areas and multi-family in existing high-density areas can occur only on a relatively small scale. There is a sufficient supply of vacant land within the neighborhood to allow for moderate industrial growth.*

- Policy 2:** In accordance with the expressed goals of the residents, the neighborhood land use policy for Progress Park proposes that the existing zoning boundaries not be changed except as might reduce the potential intensity of development in the neighborhood.

COMMENTS: *Present zones both conform with the existing character of the neighborhood and allow for limited new development and growth.*

STORM DRAINAGE

COMMENTS: *The floodplain of Slaughterhouse Gulch is predominately within the Progress Park neighborhood. In order to eliminate potential risk to the health and safety of residents, minimize property damage from*

flooding, and to meet requirements of FEMA, the following recommendations are made:

- Policy 1:** Floodplain overlay restrictions be imposed for applicable portions of both Slaughterhouse Gulch and Big Dry Creek which requires the following:
- a. Residential structures, including basements, must be at or above the 100-year flood level;
 - b. Non-residential structures must be adequately flood proofed;
 - c. Encroachment into the floodplain is permitted only to the extent that it does not increase the downstream flood surface area;
 - d. Encroachment into the floodplain is permitted only to the extent that it does not significantly decrease the amount of valley flood storage.
- Policy 2:** Encourage all property owners both within and at the fringe of the floodplain to participate in the flood insurance program.

SCHOOL DISTRICT FACILITIES

COMMENTS: *Littleton Public Schools maintains North Elementary School and the adjacent bus maintenance and parking facility. It is recommended that North Elementary School be retained as an important resource to the community, and that an attempt be made to better utilize it facilities as a community center for off-hours use of athletic and meeting **CHECK** facilities and as a location for continuing education programs.*

The school bus maintenance facility, however, has proved to be a nuisance to the neighborhood and is poorly located. Complaints have been made by the nearby residents of bus drivers parking on public streets; noise and air pollution; use of residential streets for ingress and egress of buses; and danger to school children.

- Policy 1:** It is the recommendation of the neighborhood plan, therefore, that the bus facility be eventually phased out and be relocated to a more suitable site that is more centrally located in the School District.

- Policy 2:** Until the bus facility fan is eliminated, measures should be taken to reduce its impact.

PARKS AND RECREATION

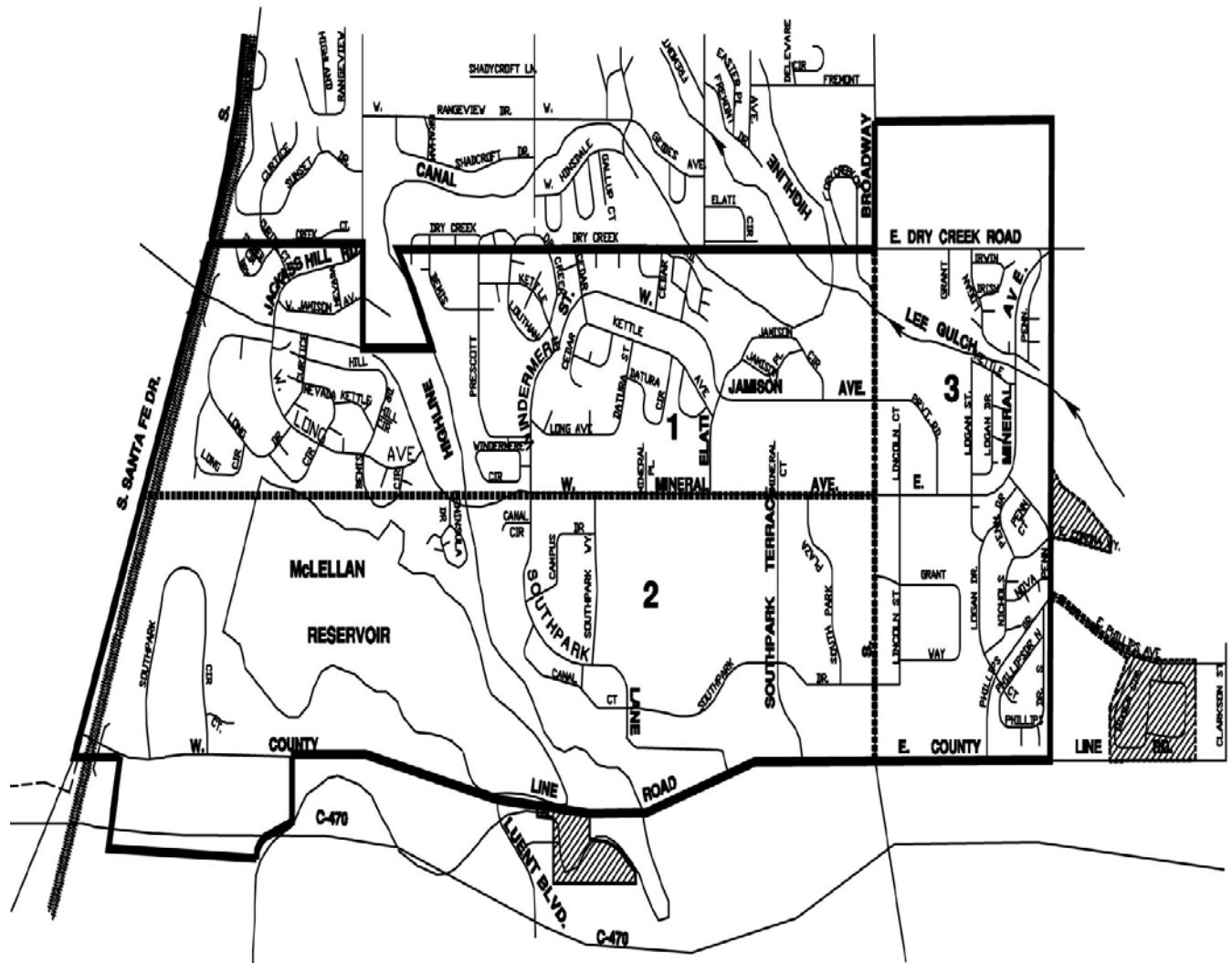
COMMENTS: *Of the two existing parks in the neighborhood, Powers Park is completely developed. Progress Park has been incorporated in the overall master plan for the Cornerstone Park complex.*

Policy 1: The neighborhood plan recommends the acquisition of additional park or open space land throughout the Progress Park Neighborhood. Possibilities for land acquisition would be:

- a. A trail along Slaughterhouse Gulch connecting to the **South** Platte River greenbelt;
- b. Use of presently vacant properties for tot lots or small neighborhood parks; and
- c. A greenbelt and trail along Big Dry Creek.

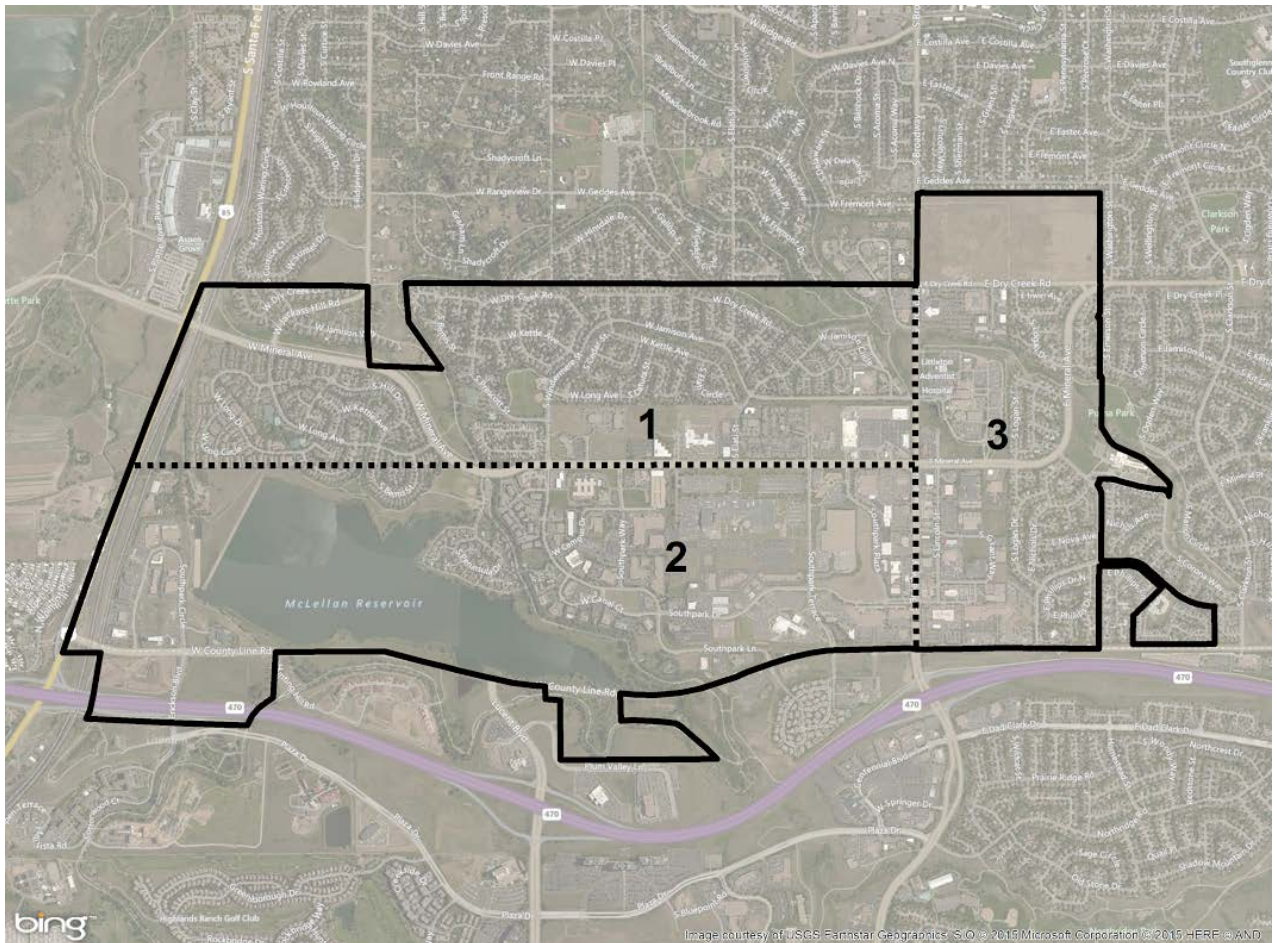
DRAFT UPDATE

SOUTH NEIGHBORHOOD



- NEIGHBORHOOD BOUNDARY**
- SUB-NEIGHBORHOOD BOUNDARY**
- not in complan area**

SOUTH NEIGHBORHOOD



SOUTH NEIGHBORHOOD

NEIGHBORHOOD GOALS

- Goal 1:** To develop a Regional Employment Center in the South Neighborhood while assuring adequate buffering of adjacent residential and recreational uses from adverse effects of commercial and industrial uses.
- Goal 2:** To prevent degradation of the water quality of McLellan Reservoir, the Highline Canal or any surface or subsurface water body within the South Neighborhood.
- Goal 3:** To provide adequate vehicular access to and from industrial areas in the neighborhood without introducing commercial or industrial traffic onto residential streets.
- Goal 4:** To protect residential and recreational areas from negative visual and audible intrusions of commercial and industrial development.
- Goal 5:** To provide adequate mass transit facilities in close proximity to commercial, residential and employment areas.
- Goal 6:** To provide and maintain infrastructure and facilities including: schools; parks and open space; streets; and water, sewer and drainage systems required to support development.

NEIGHBORHOOD POLICIES

TRANSPORTATION

- Policy 1:** That commercial and industrial traffic be discouraged from using "local" residential streets through design and regulatory controls.

Policy 2: ~~That a street or streets be extended to provide access between residential developments in the Heritage and South Neighborhoods, if warranted, after technical studies, have been conducted, and a report presented to the Council for review.~~ **THIS PROJECT IS NO LONGER FEASIBLE BECAUSE OF CHANGED CONDITIONS**

Policy 2: That separate pedestrian linkages be provided connecting the residential, recreational, industrial, and commercial areas.

~~**Policy 4:** That County Line Road be designed and constructed as a facility to support C-470.~~ **THIS PROJECT IS NO LONGER FEASIBLE BECAUSE OF CHANGED CONDITIONS**

~~**Policy 3:** That Mineral Avenue be designated and completed as a major east-west arterial route connecting East Dry Creek Road with Santa Fe Drive.~~ **THIS PROJECT HAS BEEN COMPLETED**

Policy 4: That the Regional Transportation District be encouraged to acquire land in the neighborhood in anticipation of providing additional mass transit service to the area.

LAND USE

Policy 1: That residential areas be protected from commercial and industrial development by utilizing a combination of setback “buffers”, screening, and other measures to reduce the visual and audible impacts created by the development.

Policy 2: That the portion of the neighborhood east of the Highline Canal, excluding the residential areas of South Park, Southbridge and Oakbrook, be designated as a regional employment center.

Policy 3: That residential and industrial development be staged to provide a balance of types of development in accordance with a detailed plan for each development area. Any development of an industrial or commercial nature shall not be located north of Jamison Avenue and west of Broadway.

Policy 4: That residential development in the area provides a mix of housing types, in a manner that preserves or enhances the character of existing residential areas.

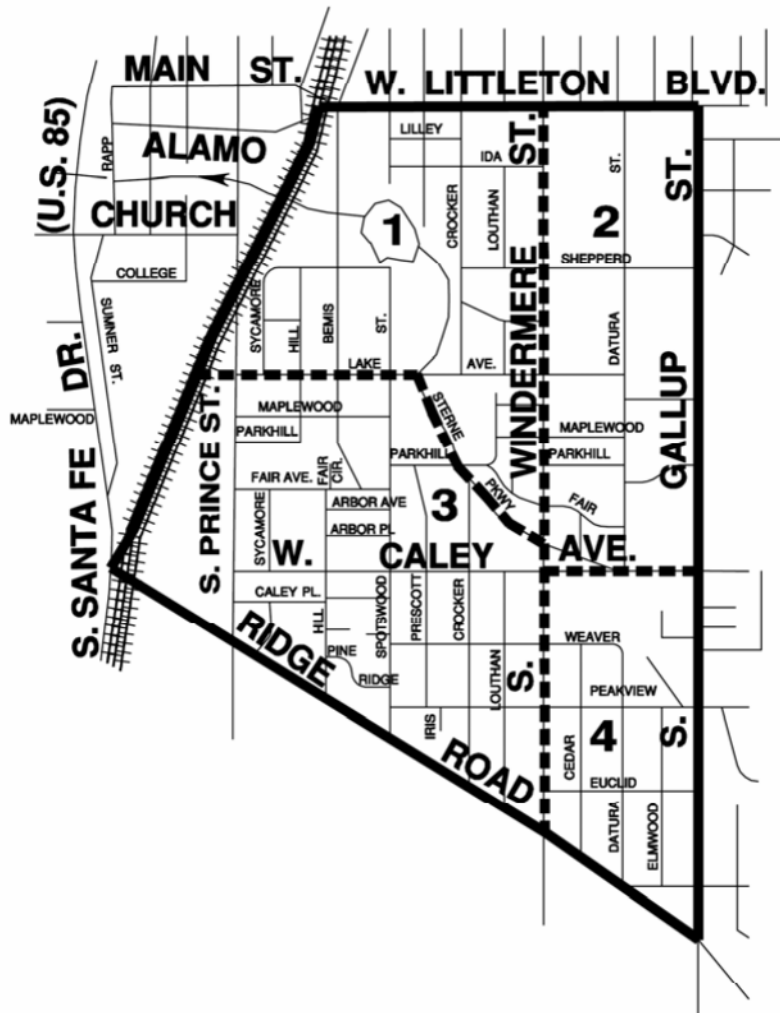
Policy 5: That the Broadway frontage in South Neighborhood should be developed as low-intensity commercial and multi-family uses consistent with development patterns in the area.

Policy 6: That general development plans for each development area be submitted for approval prior to detailed planning which shall include sufficient data to determine the adequacy of City service systems, the impact and treatment of traffic with respect to adjacent neighborhoods, and the impact of residential development on schools.

PARKS, OPEN SPACE, AND PUBLIC SERVICES

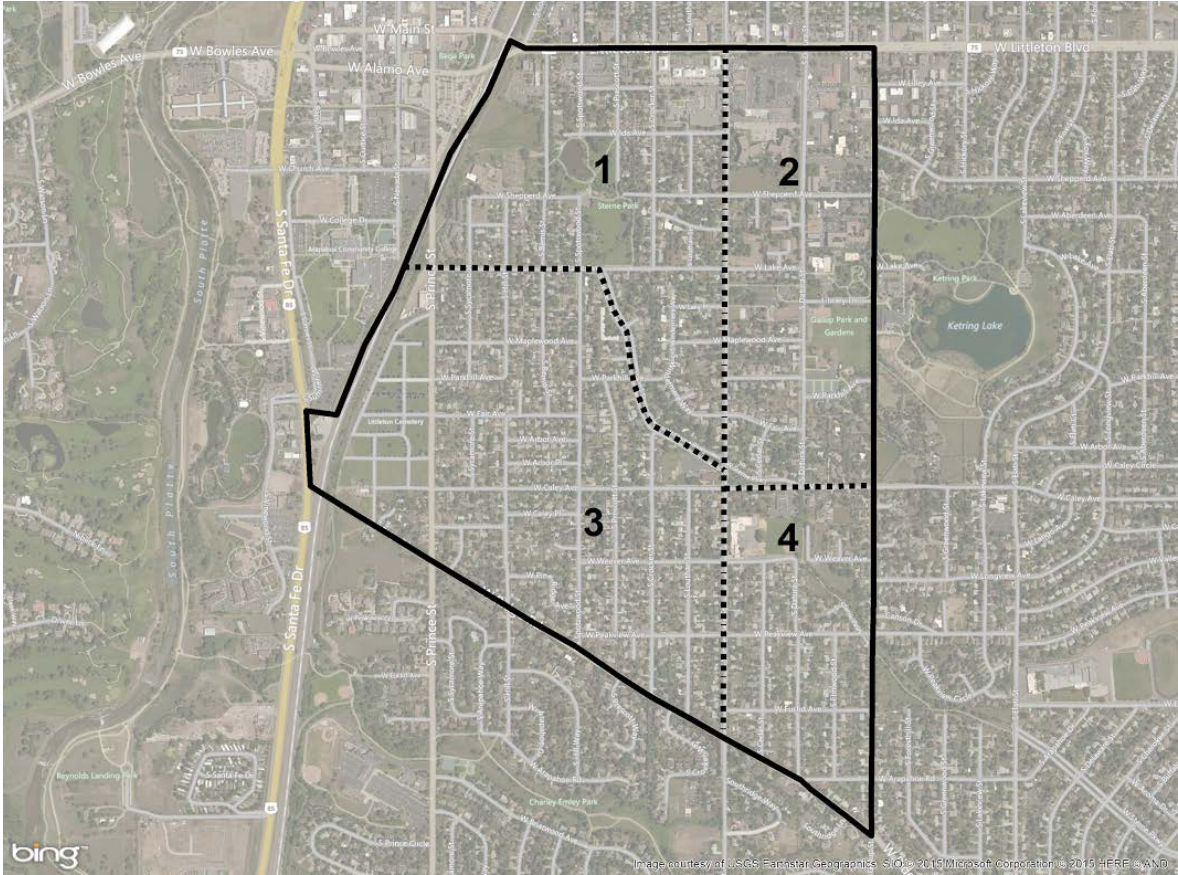
- Policy 1:** That adequate land be made available by the appropriate private or public body for schools, fire protection, and public recreation.
- Policy 2:** That open space be established and maintained around the perimeter of McLellan Reservoir as a buffer from adjacent development.
- Policy 3:** That parks with formalized recreational facilities such as swimming, golf, ball fields, etc., be developed to serve the South Neighborhood and surrounding areas.
- Policy 4:** That the Highline Canal be surrounded by Open Space throughout the neighborhood to protect and enhance its recreational opportunities, in conjunction with preservation of the area around the "Horseshoe Park" segment of the canal as a natural, passive recreation area.
- Policy 5:** That development be required to provide adequate measures to prevent water quality degradation of McLellan Reservoir, the Highline Canal or any surface or subsurface water body within the neighborhood that is attributable to the development.
- Policy 6:** That all drainage ways be designed and maintained as open space to accommodate recreational facilities, including trails, and where practical, to preserve natural vegetation and habitats.
- Policy 7:** That the City enforce all agreements and commitments by the property owners and other governmental entities made at the time of annexation relative to public infrastructure, facilities and services, including schools, parks and open space, streets, water, sewer, and drainage systems, and other improvements.
- Policy 8:** That land for open space be provided by development to protect and enhance the natural state of McLellan Reservoir and the recreational use of the Highline Canal.

STERNE PARK NEIGHBORHOOD



 NEIGHBORHOOD BOUNDARY
 SUB-NEIGHBORHOOD BOUNDARY

STERNE PARK NEIGHBORHOOD



DRAFT

STERNE PARK NEIGHBORHOOD

NEIGHBORHOOD GOALS

- Goal 1:** Preserve the unique character of the neighborhood and general “quality of life” aspects, especially the mix of architectural styles, mature trees, and quiet atmosphere of the residential areas.
- Goal 2:** Improve transportation facilities and traffic controls only to the extent necessary to improve safety and to provide good traffic circulation within the neighborhood.
- Goal 3:** Prohibit encroachment of commercial uses into established residential areas by limiting such uses to existing commercial districts such as Littleton Boulevard.
- Goal 4:** Preserve existing parks and open space and encourage new or expanded recreational areas to be developed to provide natural, passive recreation opportunities.
- Goal 5:** Improve enforcement of the City’s environmental codes to assure neighborhood preservation through good maintenance, adherence to noise ordinance, and crime prevention.

NEIGHBORHOOD POLICIES

TRANSPORTATION

- Policy 1:** That traffic controls in internal residential and collector streets be maintained or improved to improve safety and to prevent further increases in speed and volume of traffic.

Policy 2: ~~That Gallup Street be improved to provide an alternate route to Heritage High School.~~ **THIS PROJECT IS NO LONGER FEASIBLE BECAUSE OF CHANGED CONDITIONS**

Policy 2: That Ridge Road be maintained in its present character to the extent possible, with improvements limited to those necessary to improve safety and accommodate the existing traffic load.

Policy 3: That pedestrian safety in school zones be improved through an intensified program of traffic code enforcement, in conjunction with higher fines and penalties; and the City's active support and participation in safety education programs in the schools.

LAND USE

Policy 1: That development of commercial uses south of Littleton Boulevard, beyond that which is presently zoned commercial, in residential areas of the neighborhood, be prohibited.

Policy 2: That emphasis in the decision-making process be placed on the preservation of the neighborhood as a sound, desirable residential area.

Policy 3: That storm water runoff be controlled through a combined program of increasing the capacity of storm sewers and prohibiting further development or redevelopment within floodplains. -

PARKS AND RECREATION, OPEN SPACE

Policy 1: That a "lineal park" be developed on uncompleted portions of Sterne Parkway with emphasis on bicycle and pedestrian use.

CODE ENFORCEMENT

Policy 1: That the environmental code adopted by the City, which requires land owners to maintain the landscaping on rental property, including renter-occupied, single-family dwellings, be strongly enforced to preserve the well-maintained character of the neighborhood and to protect adjacent property owners from adverse impacts of poor maintenance.

Policy 2: That a concerted, intensified effort should be undertaken to control vandalism.

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46 APPROVED AS TO FORM:

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Kristin Schledorn

51 City Attorney