



City of Littleton

Littleton Center
2255 West Berry Avenue
Littleton, CO 80120

Meeting Agenda

City Council

Tuesday, October 18, 2016

6:30 PM

Council Chamber

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) [Ordinance 21-2016](#) An ordinance on first reading to be known as the "Annual Appropriation Bill", adopting the annual budget for all municipal purposes of the City of Littleton, Counties of Arapahoe, Douglas, and Jefferson, State of Colorado, for the fiscal year beginning January 1, 2017 and ending December 31, 2017.

Attachments: [Ordinance No 21-2016](#)

- b) [Ordinance 22-2016](#) An ordinance on first reading establishing the tax levy of 6.662 mills to defray the costs of municipal government of the City of Littleton, counties of Arapahoe, Douglas, and Jefferson, State of Colorado, for the city's fiscal year beginning January 1, 2017 and ending December 31, 2017.

Attachments: [Ordinance No 22-2016](#)

- c) [Ordinance 24-2016](#) An ordinance on first reading approving the modification of the Term of the Master Services Agreement with Comcast Cable Communications Management, LLC, for telecommunications connectivity services.

Attachments: [Ordinance No 24-2016](#)
[Ordinance 2014-01 - Comcast MSA \(010714\)](#)
[City of Littleton MSA \(092116\)](#)
[Enterprise Services general terms and conditions \(091916\)](#)
[City of littleton First Amendment \(092116\)](#)

- d) [Resolution 58-2016](#) A resolution adopting the Aspen Grove Business Improvement District 2017 Operating Plan and Budget
Attachments: [Resolution No 58-2016](#)
[2017 Operating Plan and Budget for Aspen Grove BID](#)
- e) [ID# 16-246](#) Motion to amend the contract with Waters & Company to include recruitment for a city attorney
Attachments: [Amendment to Waters and Company Agreement](#)
[Scope of Services - Amendment](#)
[Waters and Company Agreement](#)
- f) [Resolution 46-2016](#) A resolution of the City Council of the Littleton City of Littleton, Colorado, approving the City of Littleton Title VI Plan
Attachments: [Resolution No 46-2016](#)
[Title VI Plan](#)
- g) [ID# 16-245](#) Certification of the October 4, 2016 regular meeting minutes
Attachments: [10-04-2016 Minutes](#)

6. Ordinances for Second Reading and Public Hearing

7. General Business

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.



City of Littleton

5(a)

Littleton Center
2255 West Berry Avenue
Littleton, CO 80120

Staff Communication

File #: Ordinance 21-2016, **Version:** 1

Agenda Date: 10/18/2016

Subject:

An ordinance on first reading to be known as the "Annual Appropriation Bill", adopting the annual budget for all municipal purposes of the City of Littleton, Counties of Arapahoe, Douglas, and Jefferson, State of Colorado, for the fiscal year beginning January 1, 2017 and ending December 31, 2017.

Presented By: Doug Farnen, Finance Director

POLICY QUESTION:

Does council approve the 2017 annual appropriation ordinance, adopting the annual budget for the City of Littleton?

BACKGROUND:

During the 2017 budget review process, council considered 21 Policy Questions (PQs). The following are changes to the 2017 proposed budget due to council direction or other adjustments.

General Fund Revenues:

The city recently received 2016 (to be collected in 2017) estimated assessed values from Arapahoe, Douglas, and Jefferson Counties. These assessed value estimates decreased 2017 tax collections by \$126,000.

Due to the assessed value changes, fire partner (contract reimbursements) revenues increased by \$4,990.

Due to fire department expenditure changes as outlined below, fire partner (contract reimbursement) revenues decreased by \$64,360.

2017 total revenues decreased by \$185,370.

General Fund Expenditures:

The city council approved a PQ1 addendum of \$95,500 for the fire department related to holiday hour compensation. There were two corrections (reductions) to fire department expenditures related to personal protective equipment (01-222-7447) of \$96,000 and vehicle maintenance (01-222-7551) of \$85,000.

The city council did not approve PQ2 related to Place-Making grants of \$25,000.

The city council did not approve PQ7 related to audio visual engineering contracted services of \$60,000.

The public works department withdrew PQ14 related to increasing personnel hours of \$14,990.

The city council reduced the contribution level of not-for-profit sponsorships by \$3,500 in PQ21.

The \$75,000 General Fund transfer to the Geneva Village Fund for emergency gas line repairs will be completed in 2016 and removed from 2017 expenditures.

2016 expenditure year-end estimates will increase by \$189,040 due to the Geneva Village transfer and the \$114,040 for LIFT (sales tax increment) payment. This reduces the 2017 General Fund beginning fund balance by \$189,040.

Total 2017 expenditures decreased by \$263,990.

These changes will result in 2017 lower estimated General Fund ending fund balance of \$110,420 and is 16.62% of the 2017 operating expenditures:

2017 proposed ending fund balance:	\$10,284,980
Beginning fund balance reductions from 2016	(189,040)
Revenue reduction	(185,370)
Expenditure reduction	<u>263,990</u>
2017 revised General Fund ending fund balance	\$10,174,560

Capital Projects Fund Revenues:

Interfund loan payments increased 2017 beginning fund balance by \$893,000.

The 2017 fire partner contract reimbursements were decreased by \$26,160 due to the deferral of cot replacement (\$37,360).

Interfund interest revenues were increased by \$7,100 in 2016 and \$8,780 in 2017 for interfund loan payments from Impact Fee funds.

Capital Projects Fund Expenditures:

The fire department cot replacement of \$37,360 was deferred.

The city council approved staff's recommendation to fund street rehabilitation by an additional \$400,000 and traffic signals by an additional \$100,000.

The 2017 Capital Projects Fund ending fund balance increased by \$420,080:

2017 proposed ending fund balance:	\$10,745,650
Beginning fund balance increases from 2016	900,100
Revenue reduction	(17,380)
Expenditure increase	<u>(462,640)</u>
2017 Revised Capital Projects Fund ending fund balance	\$11,165,730

Geneva Village Fund Expenditures:

The gas line repair project of \$75,000 was completed in 2016 and will be removed from 2017 expenditures. The revised appropriation is \$133,000; this has no effect on fund balance.

Open Space Fund

A request is now being made for the South Platte River project for planning, engineering and permitting of in-

river improvements at Riverside Downs and Reynolds Landing with the Army Corps of Engineers. It is likely the city's funds will be leveraged with other South Platte Working Group partners' funds to assist in funding the permitting process. The request is \$50,000 and would reduce the 2017 ending fund balance to \$229,120.

Impact Fee Funds

Due to the interfund loan payments as described in the Capital Projects Fund, there will be \$8,780 added to 2017 appropriations.

In addition, \$7,100 interfund interest will be paid in 2016 and there was an error of \$1,705,560 shown as "Transfers In" in the "Other Financing Sources" in the 2017 Proposed Budget document.

The overall change to the 2017 estimated Impact Fee Fund ending fund balance is a reduction of \$1,721,440 to \$3,097,010.

STAFF ANALYSIS:

A thorough review process involved all members of the executive team to develop the 2017 budget.

FISCAL IMPACTS:

The policy questions and budget were reviewed by council over three nights and information is available at the Bemis Public Library, the City of Littleton website and the City Clerk's Office for public review.

STAFF RECOMMENDATION:

Staff recommends approving the 2017 annual appropriation ordinance on first reading.

PROPOSED MOTION:

I move to adopt on first reading the ordinance to be known as the "Annual Appropriation Bill," adopting the annual budget for all municipal purposes of the City of Littleton, Counties of Arapahoe, Douglas, and Jefferson, State of Colorado, for the fiscal year beginning January 1, 2017 and ending December 31, 2017, and to schedule a public hearing for November 1, 2016, at 6:30 pm.

CITY OF LITTLETON, COLORADO

ORDINANCE NO. 21

Series, 2016

INTRODUCED BY COUNCILMEMBERS:

AN ORDINANCE OF THE CITY OF LITTLETON, COLORADO, TO BE KNOWN AS THE "ANNUAL APPROPRIATION BILL", ADOPTING THE BUDGET FOR ALL MUNICIPAL PURPOSES OF THE CITY OF LITTLETON, COUNTIES OF ARAPAHOE, DOUGLAS, AND JEFFERSON, STATE OF COLORADO, FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2017 AND ENDING DECEMBER 31, 2017.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LITTLETON, COLORADO, THAT:

Section 1: There shall be and is hereby appropriated from and out of the general revenues derived from taxation in the City of Littleton, Colorado, to be obtained from the mill levy of 6.662 mills on each dollar of valuation of all taxable property within said City, and heretofore levied, and from franchises, licenses, fees, fines, grants, surplus and other sources of money or revenue of said City during the fiscal year commencing January 1, 2017, the following sums of money are deemed necessary to satisfy the expenses and liabilities of said City for said fiscal year. The sum or sums of money so appropriated for the various funds of the City are:

<u>FUND</u>	<u>EXPENDITURES</u>
General Fund	\$62,483,040
Conservation Trust Fund	190,000
Consolidated Special Revenue Fund	677,350
Grants Fund	1,085,750
Open Space Fund	1,499,770
Impact Fee Fund	8,780
Capital Projects Fund	9,029,410
South Metro Communication Center Fund	1,614,060
Geneva Village Fund	133,000
Employee Insurance Fund	9,421,440
Property & Liability Insurance Fund	940,120
<u>TOTAL</u>	<u>\$87,082,720</u>

Section 2: Severability. If any part, section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be invalid, such invalidity shall not affect the validity of the remaining sections of this ordinance. The City Council hereby declares that it would have passed this ordinance, including each part, section, subsection, sentence, clause or phrase hereof, irrespective of the fact that one or more parts, sections, subsections, sentences, clauses or phrases may be declared invalid.

Section 3: Repealer. All ordinances or resolutions, or parts thereof, in conflict with this ordinance are hereby repealed, provided that this repealer shall not repeal the repealer clauses of such ordinance nor revive any ordinance thereby.

INTRODUCED AS A BILL at a regularly scheduled meeting of the City Council of the City of Littleton on the 18th day of October, 2016, passed on first reading by a vote of _ FOR and _ AGAINST; and ordered published by posting at Littleton Center, Bemis Library, the Municipal Courthouse and on the City of Littleton Website.

PUBLIC HEARING on the Ordinance to take place on the 1st day of November, 2016, in the Council Chambers, Littleton Center, 2255 West Berry Avenue, Littleton, Colorado, at the hour of 6:30 p.m., or as soon thereafter as it may be heard.

PASSED on second and final reading, following public hearing, by a vote of FOR and _____ AGAINST on the 1st day of November, 2016, and ordered published by posting at Littleton Center, Bemis Library, the Municipal Courthouse and on the City of Littleton Website.

ATTEST:

Wendy Heffner
CITY CLERK

Bruce O. Beckman
MAYOR

APPROVED AS TO FORM:

Ken S. Fellman
CITY ATTORNEY



City of Littleton

5(b)
Littleton Center
2255 West Berry Avenue
Littleton, CO 80120

Staff Communication

File #: Ordinance 22-2016, Version: 1

Agenda Date: 10/18/2016

Subject:

An ordinance on first reading establishing the tax levy of 6.662 mills to defray the costs of municipal government of the City of Littleton, counties of Arapahoe, Douglas, and Jefferson, State of Colorado, for the city's fiscal year beginning January 1, 2017 and ending December 31, 2017.

Presented By: Doug Farnen, Finance Director

POLICY QUESTION:

Does council support the proposed 2016 tax (mill) levy ordinance for the City of Littleton (to be collected in 2017)?

BACKGROUND:

The mill levy rate remains the same as last year at 6.662 mills.

STAFF ANALYSIS:

Property taxes represent 8% of General Fund revenues that fund city operations.

FISCAL IMPACTS:

The tax (mill) levy provides for the assessment and collection of property taxes. The estimated amount of property tax revenues presented in the 2017 proposed budget was \$4,949,000. A more recent estimate from the counties of \$4,823,000 is \$126,000 lower than the proposed budget estimate.

STAFF RECOMMENDATION:

Staff recommends approving the 2016 tax (mill) levy ordinance on first reading.

PROPOSED MOTION:

I move to adopt on first reading the ordinance establishing the tax levy of 6.662 mills to defray the costs of municipal government of the City of Littleton, counties of Arapahoe, Douglas, and Jefferson, State of Colorado, for the city's fiscal year beginning January 1, 2017 and ending December 31, 2017, and scheduling a public hearing on November 1, 2016, at 6:30 pm.

1 CITY OF LITTLETON, COLORADO

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3 ORDINANCE NO. 22

4
5 Series, 2016

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8 INTRODUCED BY COUNCILMEMBERS:

9
10 AN ORDINANCE OF THE CITY OF LITTLETON,
11 COLORADO, ESTABLISHING THE TAX LEVY OF 6.662
12 MILLS TO DEFRAY THE COSTS OF MUNICIPAL
13 GOVERNMENT OF THE CITY OF LITTLETON,
14 COUNTIES OF ARAPAHOE, DOUGLAS, AND
15 JEFFERSON, STATE OF COLORADO, FOR THE CITY'S
16 FISCAL YEAR BEGINNING JANUARY 1, 2017 AND
17 ENDING DECEMBER 31, 2017.

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20 BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF
21 LITTLETON, COLORADO, THAT:

22
23 **Section 1:** For the purposes of defraying expenses of municipal government
24 for the City of Littleton, Colorado for the fiscal year beginning January 1, 2017, and ending
25 December 31, 2017, there is hereby levied a tax of 6.662 mills upon each dollar of total assessed
26 valuation of the taxable property, whether real, personal, or mixed, so situated within the City of
27 Littleton, Counties of Arapahoe, Douglas, and Jefferson, State of Colorado.

28
29 **Section 2:** The 6.662 mills are levied for the following purposes:

30	General Government	6.662 mills
31	Debt Service	<u>0.000</u>
32	TOTAL	6.662 mills

33
34
35 **Section 3:** To the effect and purpose that said levy mentioned herein may be
36 properly apportioned and billed, the city clerk of the City of Littleton is hereby authorized and
37 directed to notify the county commissioners of the Counties of Arapahoe, Douglas, and
38 Jefferson, State of Colorado, of the adoption and passage of this ordinance, and to certify to such
39 officials the levy herein set forth.

40
41 **Section 4:** Severability. If any part, section, subsection, sentence, clause or
42 phrase of this ordinance is for any reason held to be invalid, such invalidity shall not affect the
43 validity of the remaining sections of this ordinance. The city council hereby declares that it
44 would have passed this ordinance, including each part, section, subsection, sentence, clause or
45 phrase hereof, irrespective of the fact that one or more parts, sections, subsections, sentences,
46 clauses or phrases may be declared invalid.

47
48 **Section 5:** Repealer. All ordinances or resolutions, or parts thereof, in
49 conflict with this ordinance are hereby repealed, provided that this repealer shall not repeal the

1 repealer clauses of such ordinance nor revive any ordinance thereby.

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3
4 INTRODUCED AS A BILL at a regularly scheduled meeting of the city council

5 of the City of Littleton on the 18th day of October, 2016, passed on first reading by a vote of __

6 FOR and __ AGAINST; and ordered published by posting at Littleton Center, Bemis Library, the

7 Municipal Courthouse and on the City of Littleton Website.

8 PUBLIC HEARING on the Ordinance to take place on the 1st day of November,

9 2016, in the Council Chambers, Littleton Center, 2255 West Berry Avenue, Littleton, Colorado,

10 at the hour of 6:30 p.m., or as soon thereafter as it may be heard.

11 PASSED on second and final reading, following public hearing, by a vote of _____FOR

12 and _____ AGAINST on the 1st day of November, 2016, and ordered published by posting at

13 Littleton Center, Bemis Library, the Municipal Courthouse and on the City of Littleton Website.

14 ATTEST:

15 _____
16 Wendy Heffner
17 CITY CLERK

Bruce O. Beckman
MAYOR

18
19 APPROVED AS TO FORM:

20
21 _____
22 Ken S. Fellman
23 CITY ATTORNEY
24
25



City of Littleton

5(c)
Littleton Center
2255 West Berry Avenue
Littleton, CO 80120

Staff Communication

File #: Ordinance 24-2016, Version: 1

Agenda Date: 10/18/2016

Subject:

An ordinance on first reading approving the modification of the Term of the Master Services Agreement with Comcast Cable Communications Management, LLC, for telecommunications connectivity services.

Presented By: Ken Price, Information Services Director
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POLICY QUESTION:

Does city council support modifying the term of the Master Services Agreement (MSA) with Comcast Cable Communications Management, LLC, for telecommunications connectivity services?

BACKGROUND:

By Ordinance, on January 21, 2014, the city entered into a 60-month (5-year) Master Services Agreement (MSA) with Comcast Cable Communications Management, LLC for telecommunications connectivity services to the Littleton Fire Rescue (LFR) Administration Office at 1221 West Mineral Avenue, LFR Station 17 at 9554 South University Boulevard, and LFR Station 18 at 401 West Timbervale Trail.

The term of the MSA needs modification due to the addition of Comcast telecommunication connectivity services to the following service locations: the Littleton Center at 2255 West Berry Avenue, the Bellevue Service Center at 1800 West Bellevue Avenue, LFR Station 12 at 6529 South Broadway, LFR Station 13 at 6290 West Coal Mine Avenue, LFR Station 14 at 6600 South Colorado Boulevard, LFR Station 15 at 2702 East Dry Creek Road, LFR Station 16 at 8119 Blakeland Drive, and LFR Station 19 at 8490 West TrailMark Parkway.

The addition of these locations to the MSA requires modifying the MSA. The original term was 60-months (5-years), so the MSA will expire January 20, 2019. This resolution will extend 60-months (5-years) from the date this resolution is approved.

STAFF ANALYSIS:

Comcast has provided network services to the City of Littleton for 12 years as part of the INET in the 2000 Cable Franchise Agreement. This includes the fiber optic connections to all city buildings for voice, video, and data. The city's franchise agreement has expired and Comcast has informed the city that in order for us to continue to use the fiber optic connections to all city buildings, the INET must be removed from the new franchise agreement and added to the MSA..

FISCAL IMPACTS:

The new monthly fee for Comcast's telecommunication connectivity services will be \$10,400. This fee will be split between the city, LFR, and the fire partners.

STAFF RECOMMENDATION:

Since this is the only form of connectivity between city buildings, the staff recommends approving the modifications to the MSA.

PROPOSED MOTION:

I move to approve the ordinance on first reading to modify the term of the Master Services Agreement with Comcast Cable Communications Management, LLC, for telecommunications connectivity services and to schedule a public hearing for November 1, 2016 at 6:30 p.m. in the council chamber

1 **CITY OF LITTLETON, COLORADO**

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3 **ORDINANCE NO. 24**

4
5 **Series, 2016**

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7 **INTRODUCED BY COUNCILMEMBERS:**

8
9 **AN ORDINANCE OF THE CITY OF LITTLETON,**
10 **COLORADO, APPROVING THE MODIFICATION OF THE**
11 **TERM OF THE MASTER SERVICES AGREEMENT**
12 **BETWEEN THE CITY AND COMCAST CABLE**
13 **COMMUNICATIONS MANAGEMENT, LLC FOR**
14 **TELECOMMUNICATIONS CONNECTIVITY SERVICES**

15
16 **WHEREAS**, by Ordinance, on January 21, 2014 the city entered into a 60-month
17 (5-year) Master Services Agreement (MSA) with Comcast Cable Communications Management,
18 LLC for telecommunications connectivity services to the Fire Administration Office at 1221
19 West Mineral Avenue, Littleton Fire Rescue (LFR) Station 17 at 9554 South University Blvd,
20 and LFR Station 18 at 401 West Timbervale Trail;

21
22 **WHEREAS**, the city desires to add telecommunications connectivity services to
23 the Littleton Center at 2255 West Berry Avenue, the Belleview Service Center at 1800 West
24 Belleview Avenue, LFR Station 12 at 6529 South Broadway, LFR Station 13 at 6290 West Coal
25 Mine Avenue, LFR Station 14 at 6600 South Colorado Boulevard, LFR Station 15 at 2702 East
26 Dry Creek Road, LFR Station 16 at 8119 Blakeland Drive, and LFR Station 19 at 8490 West
27 Trailmark Parkway;

28
29 **WHEREAS**, adding these locations to the MSA requires modifying the original
30 term of the MSA, so that it will expire 60-months (5-years) from the date this Ordinance is
31 approved;

32
33 **NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF**
34 **THE CITY OF LITTLETON, COLORADO, THAT:**

35
36 **Section 1:** The modification of the term of the Master Services Agreement
37 between the city and Comcast Cable Communications Management, LLC, attached hereto, is
38 hereby approved.

39
40 **Section 2:** Severability. If any part, section, subsection, sentence, clause or
41 phrase of this ordinance is for any reason held to be invalid, such invalidity shall not affect the
42 validity of the remaining sections of this ordinance. The City Council hereby declares that it
43 would have passed this ordinance, including each part, section, subsection, sentence, clause or
44 phrase hereof, irrespective of the fact that one or more parts, sections, subsections, sentences,
45 clauses or phrases may be declared invalid.

46
47 **Section 3:** Repealer. All ordinances or resolutions, or parts thereof, in
48 conflict with this ordinance are hereby repealed, provided that this repealer shall not repeal the
49 repealer clauses of such ordinance nor revive any ordinance thereby.

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INTRODUCED AS A BILL at a regularly scheduled meeting of the City Council of the City of Littleton on the 18th day of October, 2016, passed on first reading by a vote of ____ FOR and ____ AGAINST; and ordered published by posting at Littleton Center, Bemis Library, the Municipal Courthouse and on the City of Littleton Website.

PUBLIC HEARING on the Ordinance to take place on the 1st day of November, 2016, in the Council Chambers, Littleton Center, 2255 West Berry Avenue, Littleton, Colorado, at the hour of 6:30 p.m., or as soon thereafter as it may be heard.

PASSED on second and final reading, following public hearing, by a vote of _____ FOR and _____ AGAINST on the 1st day of November, 2016 and ordered published by posting at Littleton Center, Bemis Library, the Municipal Courthouse and on the City of Littleton Website.

ATTEST:

Wendy Heffner
CITY CLERK

Bruce O. Beckman
MAYOR

APPROVED AS TO FORM:

Ken S. Fellman
CITY ATTORNEY

CITY OF LITTLETON, COLORADO

ORDINANCE NO. 1

Series, 2014

INTRODUCED BY COUNCILMEMBERS:

AN ORDINANCE OF THE CITY OF LITTLETON, COLORADO, APPROVING A MASTER SERVICES AGREEMENT AND FIRST AMENDMENT WITH COMCAST CABLE COMMUNICATIONS MANAGEMENT, LLC, FOR TELECOMMUNICATIONS CONNECTIVITY SERVICES

WHEREAS, the current telecommunications connectivity to the Fire Prevention Office (FPO) (1221 W Mineral Ave), Littleton Fire Rescue (LFR) Station 17 (9554 S University Blvd), and LFR Station 18 (401 W Timbervale Trl) is not sufficient for the services provided by the city;

WHEREAS, the city desires to enter into a 60-month (5-year) Master Services Agreement (MSA) with Comcast for improved telecommunications connectivity services to these locations; and

WHEREAS, City Charter, Section 103, states that no contract for service shall be made by the city for a period longer than two years, unless authorized by an ordinance;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LITTLETON, COLORADO, THAT:

Section 1: The Master Services Agreement and First Amendment between the city and Comcast Cable Communications Management, LLC, for telecommunication connectivity services is hereby approved.

Section 2: Severability. If any part, section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be invalid, such invalidity shall not affect the validity of the remaining sections of this ordinance. The City Council hereby declares that it would have passed this ordinance, including each part, section, subsection, sentence, clause or phrase hereof, irrespective of the fact that one or more parts, sections, subsections, sentences, clauses or phrases may be declared invalid.

Section 3: Repealer. All ordinances or resolutions, or parts thereof, in conflict with this ordinance are hereby repealed, provided that this repealer shall not repeal the repealer clauses of such ordinance nor revive any ordinance thereby.

INTRODUCED AS A BILL at a regularly scheduled meeting of the City Council of the City of Littleton on the 7th day of January, 2014, passed on first reading by a vote of

1 5 FOR and 0 AGAINST; and ordered published by posting at Littleton Center, Bemis

2 Library, the Municipal Courthouse and on the City of Littleton Website.

3 PUBLIC HEARING on the Ordinance to take place on the 21st day of

4 January, 2014, in the Council Chambers, Littleton Center, 2255 West Berry Avenue,

5 Littleton, Colorado, at the hour of 6:30 p.m., or as soon thereafter as it may be heard.

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7 PASSED on second and final reading, following public hearing, by a vote of 7 FOR

8 and 0 AGAINST on the 21st day of January, 2014 and ordered published by

9 posting at Littleton Center, Bemis Library, the Municipal Courthouse and on the City of Littleton

10 Website.

11 ATTEST:

DocuSigned by:

Wendy Heffner

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Wendy Heffner

CITY CLERK

DocuSigned by:

Phil Cernanec

8432418D3EEB403...

Phil Cernanec

PRESIDENT OF CITY COUNCIL

16 APPROVED AS TO FORM:

DocuSigned by:

Kristin Schledorn

4A3FB34EA4884FE...

Kristin Schledorn

DEPUTY CITY ATTORNEY

21

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COMCAST ENTERPRISE SERVICES MASTER SERVICES AGREEMENT (MSA)

MSA ID#: CO-292706-mande	MSA Term: 60 months	Account Name: City of Littleton
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CUSTOMER INFORMATION

Primary Contact: Ken Price	<u>Primary Contact Address Information</u>
Title: Information Services Director	Address 1: 2255 W. Berry Ave
Phone: (303) 795-3722	Address 2:
Cell:	City: Littleton
Fax:	State: CO
Email: kprice@littletongov.org	Zip Code: 80120

This Master Service Agreement ("Agreement") sets forth the terms and conditions under which Comcast Cable Communications Management, LLC and its operating affiliates ("Comcast") will provide communications and other services ("Services") to the above Customer. The Agreement consists of this fully executed Master Service Agreement Cover Page ("Cover Page"), the Enterprise Services General Terms and Conditions ("General Terms and Conditions"), any written amendments to the Agreement executed by both parties ("Amendments"), the Product-Specific Attachment for the applicable Services ("PSA(s)") and each Sales Order accepted hereunder ("Sales Orders"). In the event of any inconsistency among these documents, precedence will be as follows: (1) this Cover Page (2) General Terms and Conditions, (3) PSA(s), , and (4) Sales Orders. This Agreement shall be legally binding when signed by both parties and shall continue in effect until the expiration date of any Service Term specified in a Sales Order referencing the Agreement, unless terminated earlier in accordance with the Agreement.


The Customer referenced above may submit Sales Orders to Comcast during the Term of this Agreement ("MSA Term"). After the expiration of the initial MSA Term, Comcast may continue to accept Sales Orders from Customer under the Agreement, or require the parties to execute a new MSA.

The Agreement shall terminate in accordance with the General Terms and Conditions. The General Terms and Conditions and PSAs are located at <http://business.comcast.com/enterprise-terms-of-service/index.aspx> (or any successor URL). Use of the Services is also subject to the High-Speed Internet for Business Acceptable Use Policy ("AUP") located at <http://business.comcast.com/customer-notifications/acceptable-use-policy> (or any successor URL), and the High-Speed Internet for Business Privacy Policy (Privacy Policy) located at <http://business.comcast.com/customer-notifications/customer-privacy-statement> (or any successor URL). Comcast may update the General Terms and Conditions, PSAs, AUP and Privacy Policy from time to time upon posting to the Comcast website.

Services are only available to commercial customers in wired and serviceable areas in participating Comcast systems (and may not be transferred). Minimum Service Terms are required for most Services and early termination fees may apply. Service Terms are identified in each Sales Orders, and early termination fees are identified in the applicable Product Specific Attachments.

BY SIGNING BELOW, CUSTOMER AGREES TO THE TERMS AND CONDITIONS OF THIS AGREEMENT.

CUSTOMER SIGNATURE (by authorized representative)

Signature:	
Name:	Phil Cernone
Title:	President of Council
Date:	1/28/2014

COMCAST USE ONLY (by authorized representative)

Signature:	Sales Rep: James McGarry
Name:	Sales Rep Email: james_mcgarry@cable.comcast.com
Title:	Region: Mile High
Date:	Division: West

COMCAST ENTERPRISE SERVICES GENERAL TERMS AND CONDITIONS

VERSION: 1.2

DEFINITIONS

Affiliate: Any entity that controls, is controlled by or is under common control with Comcast.

Agreement, Enterprise Services Master Services Agreement or MSA: Consists of the Enterprise Master Services Agreement Cover Page executed by the Customer and accepted by Comcast, these Enterprise Services General Terms and Conditions ("General Terms and Conditions"), the then current Product-Specific Attachment for each ordered Service ("PSA"), any written amendments to the Agreement executed by both Parties including any supplemental terms and conditions ("Amendment(s)"), and each Sales Order accepted by Comcast under the Agreement.

Amendment(s): Any written amendment to the Agreement, executed by both Parties, including any supplemental terms and conditions.

Comcast: The operating company affiliate or subsidiary of Comcast Cable Communications Management, LLC that provides the Services under the Enterprise Services Master Service Agreement. References to Comcast in the Limitation of Liability, Disclaimer of Warranties and Indemnification Articles shall also include its directors, officers, employees, agents, Affiliates, suppliers, licensors, successors, and assigns, as the case may be.

Comcast Website or Website: The Comcast website where the General Terms and Conditions, PSAs and other Comcast security and privacy policies applicable to the Agreement will be posted. The current URL for the Website is <http://business.comcast.com/enterprise-terms-of-service>. Comcast may update the Website documents and/or URL from time to time.

Comcast Equipment: Any and all facilities, equipment or devices provided by Comcast or its authorized contractors at the Service Location(s) that are used to deliver any of the Services including, but not limited to, all terminals, wires, modems, lines, circuits, ports, routers, gateways, switches, channel service units, data service units, cabinets, and racks. Notwithstanding the above, inside telephone wiring within the Service Location, whether or not installed by Comcast, shall not be considered Comcast Equipment.

Confidential Information: All information regarding either Party's business which has been marked or is otherwise communicated as being "proprietary" or "confidential." or which reasonably should be known by the receiving party to be proprietary or confidential information. Without limiting the generality of the foregoing, Confidential Information shall include, even if not marked, the Agreement, all Licensed

Software, promotional materials, proposals, quotes, rate information, discount information, subscriber information, network upgrade information and schedules, network operation information (including without limitation information about outages and planned maintenance) and invoices, as well as the Parties' communications regarding such items.

Customer: The company, corporation, or other entity named on the Enterprise Services Master Service Agreement Cover Page and a Sales Order.

Customer-Provided Equipment (CE): Any and all facilities, equipment or devices supplied by Customer for use in connection with the Services.

Demarcation Point: The point of interconnection between the Network and Customer's provided equipment located at a Service Location. In some cases the Demarcation Point shall be the User to Network Interface (UNI) port on Comcast Equipment at a Service Location.

General Terms and Conditions: These Enterprise Services General Terms and Conditions.

Licensed Software: Computer software or code provided by Comcast or required to use the Services, including without limitation, associated documentation, and all updates thereto.

Network: Consists of the Comcast Equipment, facilities, fiber optic cable associated with electronics and other equipment used to provide the Services.

Party: A reference to Comcast or the Customer; and in the plural, a reference to both companies.

Product Specific Attachment(s) (PSA): The additional terms and conditions applicable to Services ordered by Customer under the Agreement.

Revenue Commitment: A commitment by Customer to purchase a minimum volume of Service during an agreed term, as set forth in a Sales Order.

Sales Order: A request for Comcast to provide the Services to a Service Location(s) submitted by Customer to Comcast (a) on a then-current Comcast form designated for that purpose or (b) if available, through a Comcast electronic order processing system designated for that purpose.

Service(s): A service provided by Comcast pursuant to a Sales Order. All Services provided under the Agreement are for commercial use only. Services available under this Agreement are identified on the Website.

Service Commencement Date: The date(s) on which Comcast first makes Service available for use by Customer. A single Sales Order containing multiple Service Locations or Services may have multiple Service Commencement Dates.

Service Location(s): The Customer location(s) where Comcast provides the Services, to the extent the Customer owns, leases, or otherwise controls such location(s).

Service Term: The duration of time (commencing on the Service Commencement Date) for which Services are ordered, as specified in a Sales Order.

Tariff: A federal or state Comcast tariff and the successor documents of general applicability that replace such tariff in the event of detariffing.

Termination Charges: Charges that may be imposed by Comcast if, prior to the end of the applicable Service Term (a) Comcast terminates Services for cause or (b) Customer terminates Services without cause. Termination Charges are as set forth in each PSA, and are in addition to any other rights and remedies under the Agreement.

ARTICLE 1. CHANGES TO THE AGREEMENT TERMS

Comcast may change or modify the Agreement, and any related policies from time to time ("Revisions") by posting such Revisions to the Comcast Website. The Revisions are effective upon posting to the Website. Customer will receive notice of the Revisions in the next applicable monthly invoice. Customer shall have thirty (30) calendar days from the invoice notice of such Revisions to provide Comcast with written notice that the Revisions adversely affect Customer's use of the Service(s). If after notice Comcast is able to verify such adverse affect but is unable to reasonably mitigate the Revision's impact on such Services, then Customer may terminate the impacted Service(s) without further obligation to Comcast beyond the termination date, including Termination Charges, if any. This shall be Customer's sole and exclusive remedy.

ARTICLE 2. DELIVERY OF SERVICE

2.1 Orders. Customer shall submit to Comcast a properly completed Sales Order to initiate Service to a Service Location(s). A Sales Order shall become binding on the Parties when (i) it is specifically accepted by Comcast either electronically or in writing, (ii) Comcast begins providing the Service described in the Sales Order or (iii) Comcast begins Custom Installation (as defined in Article 2.7) for delivery of the Services described in the Sales Order, whichever is earlier. When a Sales Order becomes effective it shall be deemed part of, and shall be subject to, the Agreement.

2.2 Access. In order to deliver certain Services to Customer, Comcast may require access, right-of-way, conduit, and/or common room space ("Access"), both within and/or outside each Service Location. Customer shall provide an adequate environmentally controlled space and such electricity as may be required for installation, operation, and

maintenance of the Comcast Equipment used to provide the Services within the Service Location(s). Customer shall be responsible for securing, and maintaining on an initial and ongoing basis during the applicable Service Term and/or Renewal Term, such Access within each Service Location unless Comcast has secured such access prior to this Agreement. In the event that Customer, fails to secure or maintain such Access within a particular Service Location, Comcast may cancel or terminate Service at such particular Service Location, without further liability, upon written notice to Customer. In such event, if Comcast has incurred any costs or expense in installing or preparing to install the Service that it otherwise would not have incurred, a charge equal to those costs and expenses shall apply to Customer's final invoice for that particular Service Location. If Comcast is unable to secure or maintain Access outside a particular Service Location, which Access is needed to provide Services to such Service Location, Customer or Comcast may cancel or terminate Service at such particular Service Location, without further liability beyond the termination date, upon a minimum thirty (30) days' prior written notice to the other party. In such event, if Comcast has incurred any costs or expense in installing or preparing to install the Service that it otherwise would not have incurred, Comcast shall be responsible for such costs or expenses. Any other failure on the part of Customer to be ready to receive Service, or any refusal on the part of Customer to receive Service, shall not relieve Customer of its obligation to pay charges for any Service that is otherwise available for use.

2.3 Hazardous Materials. If the presence of asbestos or other hazardous materials exists or is detected at a Service Location or within the building where the Service Location is located, Comcast may immediately stop providing Services until such a time as such materials are removed. Alternatively Customer may notify Comcast to install the applicable portion of the Service in areas of any such Service Location not containing such hazardous material. Any additional expense incurred by Comcast as a result of encountering hazardous materials, including but not limited to, any additional equipment shall be borne by Customer. Customer shall use reasonable efforts to maintain its property and Service Locations in a manner that preserves the integrity of the Services.

2.4 Comcast Equipment. At any time Comcast may remove or change Comcast Equipment in its sole discretion in connection with providing the Services. Customer shall not move, rearrange, disconnect, remove, attempt to repair, or otherwise tamper with any Comcast Equipment or permit others to do so, and shall not use the Comcast Equipment for any purpose other than that authorized by the Agreement. Comcast shall maintain Comcast Equipment in good operating condition during the term of this Agreement; provided, however, that such maintenance shall be at Comcast's expense only to the extent that it is related to and/or resulting from the ordinary and proper use of the Comcast Equipment. Customer is responsible for damage to, or loss of, Comcast Equipment caused by its acts or omissions, and its noncompliance with this Article, or by fire, theft or other casualty at the Service Location(s), unless caused by the gross negligence or willful misconduct of Comcast.

2.5 Ownership, Impairment and Removal of Network.

The Network is and shall remain the property of Comcast regardless of whether installed within or upon the Service Location(s) and whether installed overhead, above, or underground and shall not be considered a fixture or an addition to the land or the Service Location(s) located thereon. Customer agrees that it shall take no action that directly or indirectly impairs Comcast's title to the Network, or any portion thereof, or exposes Comcast to any claim, lien, encumbrance, or legal process, except as otherwise agreed in writing by the Parties. Nothing in this Agreement shall preclude Comcast from using the Network for services provided to other Comcast customers. For a period of twelve (12) months following Comcast's discontinuance of Service to the Service Location(s), Comcast retains the right to remove the Network including, but not limited to, that portion of the Network that is located in the Service Location. To the extent Comcast removes such portion of the Network it shall be responsible for returning the Service Location(s) to its prior condition, reasonable wear and tear excepted.

2.6 Customer-Provided Equipment ("CE"). Comcast shall have no obligation to install, operate, or maintain CE. Customer shall have sole responsibility for providing maintenance, repair, operation and replacement of all CE, inside telephone wiring and other Customer equipment and facilities on the Customer's side of the Demarcation Point. Neither Comcast nor its employees, Affiliates, agents or contractors will be liable for any damage, loss, or destruction to CE, unless caused by the gross negligence or willful misconduct of Comcast. CE shall at all times be compatible with the Network as determined by Comcast in its sole discretion. In addition to any other service charges that may be imposed from time to time, Customer shall be responsible for the payment of service charges for visits by Comcast's employees or agents to a Service Location when the service difficulty or trouble report results from the use of CE or facilities provided by any party other than Comcast.

2.7 Engineering Review. Each Sales Order submitted by Customer may be subject to an engineering review. The engineering review will determine whether and to what extent the Network must be extended, built or upgraded ("Custom Installation") in order to provide the ordered Services at the requested Service Location(s). Comcast will provide Customer written notification in the event Service installation at any Service Location will require an additional non-recurring installation fee ("Custom Installation Fee"). Custom Installation Fees may also be referred to as Construction Charges on a Sales Order or Invoice. Customer will have five (5) days from receipt of such notice to reject the Custom Installation Fee and terminate, without further liability, the Sales Order with respect to the affected Service Location(s). For certain Services, the Engineering Review will be conducted prior to Sales Order submission. In such case, Customer will have accepted the designated Custom Installation Fee upon submission of the applicable Sales Order.

2.8 Service Acceptance. Except as may otherwise be identified in the applicable PSA, the Service Commencement Date shall be the date Comcast completes installation and connection of the necessary facilities and equipment to provide the Service at a Service Location.

2.9 Administrative Website. Comcast may furnish Customer with one or more user identifications and/or passwords for use on the Administrative Website. Customer shall be responsible for the confidentiality and use of such user identifications and/or passwords and shall immediately notify Comcast if there has been an unauthorized release, use or other compromise of any user identification or password. In addition, Customer agrees that its authorized users shall keep confidential and not distribute any information or other materials made available by the Administrative Website. Customer shall be solely responsible for all use of the Administrative Website, and Comcast shall be entitled to rely on all Customer uses of and submissions to the Administrative Website as authorized by Customer. Comcast shall not be liable for any loss, cost, expense or other liability arising out of any Customer use of the Administrative Website or any information on the Administrative Website. Comcast may change or discontinue the Administrative Website, or Customer's right to use the Administrative Website, at any time. Additional terms and policies may apply to Customer's use of the Administrative Website. These terms and policies will be posted on the site.

ARTICLE 3. BILLING AND PAYMENT

3.1 Charges. Except as otherwise provided in the applicable PSA, Customer shall pay Comcast one hundred percent (100%) of the Custom Installation Fee prior to the installation of Service. Customer further agrees to pay all charges associated with the Services, as set forth or referenced in the applicable PSA, Sales Order(s) or invoice from Comcast. These charges may include, but are not limited to standard and custom non-recurring installation charges, monthly recurring service charges, usage charges including without limitation charges for the use of Comcast Equipment, per-call charges, pay-per-view charges, charges for service calls, maintenance and repair charges, and applicable federal, state, and local taxes, fees, surcharges and recoupments (however designated). Some Services such as measured and per-call charges, pay-per-view movies or events, and interactive television (as explained in the applicable PSA) may be invoiced after the Service has been provided to Customer. Except as otherwise indicated herein or in the applicable PSA(s) monthly recurring charges for Ethernet, Video and Internet Services that are identified on a Sales Order shall not increase during the Service Term. Except as otherwise indicated herein or in the Sales Order(s), Voice Service pricing, charges and fees can be found in the applicable PSA.

3.2 Third-Party Charges. Customer may incur charges from third party service providers that are separate and apart from, or based on the amounts charged by Comcast. These may include, without limitation, charges resulting from wireless services including roaming charges, accessing on-line services, calls to parties who charge for their telephone based

services, purchasing or subscribing to other offerings via the Internet or interactive options on certain Video services, or otherwise. Customer agrees that all such charges, including all applicable taxes, are Customer's sole responsibility. In addition, Customer is solely responsible for protecting the security of credit card information provided to others in connection with such transactions.

3.3 Payment of Bills. Except as otherwise indicated herein or in a PSA, Comcast will invoice Customer in advance on a monthly basis for all monthly recurring charges and fees arising under the Agreement. All other charges will be billed monthly in arrears, including without limitation certain usage based charges and third party pass through fees. Payment is due upon presentation of an invoice. Payment will be considered timely made to Comcast if received within thirty (30) days after the invoice date. Any charges not paid to Comcast within such period will be considered past due. If a Service Commencement Date is not the first day of a billing period, Customer's first monthly invoice shall include any pro-rated charges for the Services, from the date of installation to the start of the next billing period. In certain cases, Comcast may agree to provide billing services on behalf of third parties, as the agent of the third party. Any such third-party charges shall be payable pursuant to any contract or other arrangement between the third party and Customer and/or Comcast. Comcast shall not be responsible for any dispute regarding these charges between Customer and such third party. Customer must address all such disputes directly with the third party.

3.4 Partial Payment. Partial payment of any bill will be applied to the Customer's outstanding charges in amounts and proportions solely determined by Comcast. No acceptance of partial payment(s) by Comcast shall constitute a waiver of any rights to collect the full balance owed under the Agreement.

3.5 Credit Approval and Deposits. Initial and ongoing delivery of Services may be subject to credit approval. Customer shall provide Comcast with credit information requested by Comcast. Customer authorizes Comcast to make inquiries and to receive information about Customer's credit history from others and to enter this information in Customer's records. Customer represents and warrants that all credit information that it provides to Comcast will be true and correct. Comcast, in its sole discretion, may deny the Services based upon an unsatisfactory credit history. Additionally, subject to applicable regulations, Comcast may require Customer to make a deposit (in an amount not to exceed an estimated two months charge for the Services) as a condition to Comcast's provision of the Services, or as a condition to Comcast's continuation of the Services. The deposit will not, unless explicitly required by law, bear interest and shall be held by Comcast as security for payment of Customer's charges. Comcast may apply the deposit to any delinquent Customer charges upon written notice to Customer. If Comcast uses any or all of the deposit to pay an account delinquency, Customer will replenish the deposit by that amount within five (5) days of its receipt of written notice from Comcast. If the provision of Service to Customer is terminated, or if Comcast determines in its sole discretion that

such deposit is no longer necessary, then the amount of the deposit (plus any required deposit interest) will be credited to Customer's account or will be refunded to Customer, as determined by Comcast.

3.6 Taxes and Fees. Except to the extent Customer provides a valid tax exemption certificate prior to the delivery of Service, Customer shall be responsible for the payment of any and all applicable local, state, and federal taxes or fees (however designated). Customer also will be responsible to pay any Service fees, payment obligations and taxes that become applicable retroactively.

3.7 Other Government-Related Costs and Fees. Comcast reserves the right to invoice Customer for any fees or payment obligations in connection with the Services imposed by governmental or quasi-governmental bodies in connection with the sale, installation, use, or provision of the Services, including, without limitation, applicable franchise fees, right of way fees and Universal Service Fund charges (if any), regardless of whether Comcast or its Affiliates pay the fees directly or are required by an order, rule, or regulation of a taxing jurisdiction to collect them from Customer. Taxes and other government-related fees and surcharges may be changed with or without notice. In the event that any newly adopted law, rule, regulation or judgment increases Comcast's costs of providing Services, Customer shall pay Comcast's additional costs of providing Services under the new law, rule, regulation or judgment.

3.8 Disputed Invoice. If Customer disputes any portion of an invoice by the due date, Customer must pay fifty percent (50%) of the disputed charges, in addition to the undisputed portion of the invoice and submit a written claim, including all documentation substantiating Customer's claim, to Comcast for the disputed amount of the invoice by the invoice due date. The Parties shall negotiate in good faith to resolve any billing dispute. Comcast will refund/credit all valid disputes resolved in Customer's favor as of the date the disputed charges first appeared on the Customer's invoice.

3.9 Past-Due Amounts. Any payment not made when due will be subject to a late charge of 1.5% per month or the highest rate allowed by law on the unpaid invoice, whichever is lower. If Customer's account is delinquent, Comcast may refer the account to a collection agency or attorney that may pursue collection of the past due amount and/or any Comcast Equipment which Customer fails to return in accordance with the Agreement. If Comcast is required to use a collection agency or attorney to collect any amount owed by Customer or any unreturned Comcast Equipment, Customer agrees to pay all reasonable costs of collection or other action. The remedies set forth herein are in addition to and not in limitation of any other rights and remedies available to Comcast under the Agreement or at law or in equity.

3.10 Rejected Payments. Except to the extent otherwise prohibited by law, Customer will be assessed a service charge up to the full amount permitted under applicable law for any check or other instrument used to pay for the Services that has been rejected by the bank or other financial institution.

3.11 Fraudulent Use of Services. Customer is responsible for all charges attributable to Customer with respect to the Service(s), even if incurred as the result of fraudulent or unauthorized use of the Service. Comcast may, but is not obligated to, detect or report unauthorized or fraudulent use of Services to Customer. Comcast reserves the right to restrict, suspend or discontinue providing any Service in the event of fraudulent use of Customer's Service.

ARTICLE 4. TERM; REVENUE COMMITMENT

4.1 Agreement Term. Upon execution of the Agreement, Customer shall be allowed to submit Sales Orders to Comcast during the term referenced on the Master Service Agreement Cover Page ("MSA Term"). After the expiration of the initial MSA Term, Comcast may continue to accept Sales Orders from Customer under the Agreement, or require the Parties to execute a new agreement. This Agreement shall continue in effect until the expiration or termination date of the last Sales Order entered under the Agreement, unless terminated earlier in accordance with the Agreement.

4.2 Sales Order Term/Revenue Commitment. The applicable Service Term and Revenue Commitment (if any) shall be set forth in the Sales Order. Unless otherwise stated in these terms and conditions or the applicable PSA, if a Sales Order does not specify a term of service, the Service Term shall be one (1) year from the Service Commencement Date. In the event Customer fails to satisfy a Revenue Commitment, Customer will be billed a shortfall charge pursuant to the terms of the applicable PSA.

4.3 Sales Order Renewal. Upon the expiration of the Service Term, and unless otherwise agreed to by the Parties in the Sales Order, each Sales Order shall automatically renew for successive periods of one (1) year each ("Renewal Term(s)"), unless otherwise stated in these terms and conditions or prior notice of non-renewal is delivered by either Party to the other at least thirty (30) days before the expiration of the Service Term or the then current Renewal Term. Effective at any time after the end of the Service Term and from time to time thereafter, Comcast may, modify the charges for Ethernet, Internet and/or Video Services subject to thirty (30) days prior written notice to Customer. Customer will have thirty (30) days from receipt of such notice to cancel the applicable Service without further liability. Should Customer fail to cancel within this timeframe, Customer will be deemed to have accepted the modified Service pricing.

ARTICLE 5. TERMINATION WITHOUT FAULT; DEFAULT

5.1 Termination for Convenience. Notwithstanding any other term or provision in this Agreement, Customer shall have the right, in its sole discretion, to terminate any or all Sales Order(s) at any time during the Service Term(s), upon thirty (30) days prior written notice to Comcast and subject to payment to Comcast of all outstanding amounts due for the

Services, any and all applicable Termination Charges, and the return of all applicable Comcast Equipment. Comcast may terminate the Agreement if Customer does not take any Service under a Sales Order for twelve (12) consecutive months or longer.

5.2 Termination for Cause. If either Party breaches any material term of the Agreement, other than a payment term, and the breach continues un-remedied for thirty (30) days after written notice of default, the other Party may terminate for cause any Sales Order materially affected by the breach. If Customer is in breach of a payment obligation (including failure to pay a required deposit) and fails to make payment in full within ten (10) days after receipt of written notice of default, Comcast may, at its option, terminate the Agreement, terminate the affected Sales Orders, suspend Service under the affected Sales Orders, and/or require a deposit, advance payment, or other satisfactory assurances in connection with any or all Sales Orders as a condition of continuing to provide Service; except that Comcast will not take any such action as a result of Customer's non-payment of a charge subject to a timely billing dispute, unless Comcast has reviewed the dispute and determined in good faith that the charge is correct. A Sales Order may be terminated by either Party immediately upon written notice if the other Party has become insolvent or involved in liquidation or termination of its business, or adjudicated bankrupt, or been involved in an assignment for the benefit of its creditors. Termination by either Party of a Sales Order does not waive any other rights or remedies that it may have under this Agreement. The non-defaulting Party shall be entitled to all available legal and equitable remedies for such breach.

5.3 Effect of Expiration/Termination of a Sales Order.

Upon the expiration or termination of a Sales Order for any reason:

- A.** Comcast shall disconnect the applicable Service;
- B.** Comcast may delete all applicable data, files, electronic messages, or other information stored on Comcast's servers or systems;
- C.** If Customer has terminated the Sales Order prior to the expiration of the Service Term for convenience, or if Comcast has terminated the Sales Order prior to the expiration of the Service Term as a result of material breach by Customer, Comcast may assess and collect from Customer applicable Termination Charges (if any);
- D.** Customer shall, permit Comcast to retrieve from the applicable Service Location any and all Comcast Equipment. If Customer fails to permit such retrieval or if the retrieved Comcast Equipment has been damaged and/or destroyed other than by Comcast or its agents, normal wear and tear excepted, Comcast may invoice Customer for the manufacturer's list price of the relevant Comcast Equipment, or in the event of minor damage to the retrieved Comcast Equipment, the cost of repair, which amounts shall be immediately due and payable; and

E. Customer's right to use applicable Licensed Software shall automatically terminate, and Customer shall be obligated to return all Licensed Software to Comcast.

5.4 Resumption of Service. If a Service has been discontinued by Comcast for cause and Customer requests that the Service be restored, Comcast shall have the sole and absolute discretion to restore such Service. At Comcast's option, deposits, advanced payments, nonrecurring charges, and/or an extended Service Term may apply to restoration of Service.

5.5 Regulatory and Legal Changes. The Parties acknowledge that the respective rights and obligations of each Party as set forth in this Agreement upon its execution are based on applicable law and regulations as they exist on the date of execution of this Agreement. The Parties agree that in the event of any subsequent decision by a legislative, regulatory or judicial body, including any regulatory or judicial order, rule, regulation, decision in any arbitration or other dispute resolution or other legal or regulatory action that materially affects the provisions or ability to provide Services on economic terms of the Agreement, Comcast may, by providing written notice to the Customer, require that the affected provisions of the Agreement be renegotiated in good faith. If Customer refuses to enter such renegotiations, or the Parties can't reach resolution on new Agreement terms, Comcast may, in its sole discretion, terminate this Agreement, in whole or in part, upon sixty (60) days written notice to Customer.

ARTICLE 6. LIMITATION OF LIABILITY; DISCLAIMER OF WARRANTIES; WARNINGS

6.1 Limitation of Liability.

A, THE AGGREGATE LIABILITY OF COMCAST FOR ANY AND ALL LOSSES, DAMAGES AND CAUSES ARISING OUT OF THE AGREEMENT, INCLUDING, BUT NOT LIMITED TO, THE PERFORMANCE OF SERVICE, AND NOT OTHERWISE LIMITED HEREUNDER, WHETHER IN CONTRACT, TORT, OR OTHERWISE, SHALL NOT EXCEED DIRECT DAMAGES EQUAL TO THE SUM TOTAL OF PAYMENTS MADE BY CUSTOMER TO COMCAST DURING THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE EVENT FOR WHICH DAMAGES ARE CLAIMED. THIS LIMITATION SHALL NOT APPLY TO COMCAST'S INDEMNIFICATION OBLIGATIONS AND CLAIMS FOR DAMAGE TO PROPERTY AND/OR PERSONAL INJURIES (INCLUDING DEATH) ARISING OUT OF THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMCAST WHILE ON THE CUSTOMER SERVICE LOCATION.

B. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, INDIRECT, SPECIAL, COVER, PUNITIVE OR CONSEQUENTIAL DAMAGES, WHETHER OR NOT FORESEEABLE, OF ANY KIND INCLUDING BUT NOT LIMITED TO ANY

LOSS REVENUE, LOSS OF USE, LOSS OF BUSINESS, OR LOSS OF PROFIT WHETHER SUCH ALLEGED LIABILITY ARISES IN CONTRACT OR TORT HOWEVER, THAT NOTHING HEREIN IS INTENDED TO LIMIT CUSTOMER'S LIABILITY FOR AMOUNTS OWED FOR THE SERVICES, FOR ANY EQUIPMENT OR SOFTWARE PROVIDED BY COMCAST OR FOR TERMINATION CHARGES.

6.2 Disclaimer of Warranties.

A. Services shall be provided pursuant to the terms and conditions in the applicable PSA and Service Level Agreement, and are in lieu of all other warranties, express, implied or statutory, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement. **TO THE MAXIMUM EXTENT ALLOWED BY LAW, COMCAST EXPRESSLY DISCLAIMS ALL SUCH EXPRESS, IMPLIED AND STATUTORY WARRANTIES.**

B. Without limiting the generality of the foregoing, and except as otherwise identified in a PSA or Service Level Agreement, Comcast does not warrant that the Services, Comcast Equipment, or Licensed Software will be uninterrupted, error-free, or free of latency or delay, or that the Services, Comcast Equipment, or Licensed Software will meet customer's requirements, or that the Services, Comcast Equipment, or Licensed Software will prevent unauthorized access by third parties.

C. In no event shall Comcast, be liable for any loss, damage or claim arising out of or related to: (i) stored, transmitted, or recorded data, files, or software; (ii) any act or omission of Customer, its users or third parties; (iii) interoperability, interaction or interconnection of the Services with applications, equipment, services or networks provided by Customer or third parties; or (iv) loss or destruction of any Customer hardware, software, files or data resulting from any virus or other harmful feature or from any attempt to remove it. Customer is advised to back up all data, files and software prior to the installation of Service and at regular intervals thereafter.

6.3 Disruption of Service. Notwithstanding the performance standards identified in a PSA, the Services are not fail-safe and are not designed or intended for use in situations requiring fail-safe performance or in which an error or interruption in the Services could lead to severe injury to business, persons, property or environment ("High Risk Activities"). These High Risk Activities may include, without limitation, vital business or personal communications, or activities where absolutely accurate data or information is required.

6.4 Customer's sole and exclusive remedies are expressly set forth in the Agreement. Certain of the above exclusions may not apply if the state in which a Service is provided does not allow the exclusion or limitation of implied warranties or does not allow the limitation or exclusion of incidental or consequential damages. In those states, the liability of Comcast is limited to the maximum extent permitted by law.

ARTICLE 7. INDEMNIFICATION

7.1 Comcast's Indemnification Obligations. Comcast shall indemnify, defend, and hold harmless Customer and its parent company, affiliates, employees, directors, officers, and agents from and against all claims, demands, actions, causes of actions, damages, liabilities, losses, and expenses (including reasonable attorneys' fees) ("Claims") incurred as a result of: infringement of U.S. patent or copyright relating to the Comcast Equipment or Comcast Licensed Software hereunder; damage to tangible personal property or real property, and personal injuries (including death) arising out of the gross negligence or willful misconduct of Comcast while working on the Customer Service Location.

7.2 Customer's Indemnification Obligations. Customer shall indemnify, defend, and hold harmless Comcast from any and all Claims arising on account of or in connection with Customer's use or sharing of the Service provided under the Agreement, including with respect to: libel, slander, infringement of copyright, or unauthorized use of trademark, trade name, or service mark arising out of communications via the Service; for patent infringement arising from Customer's combining or connection of CE to use the Service; for damage arising out of the gross negligence or willful misconduct of Customer with respect to users of the Service.

7.3 Indemnification Procedures. The Indemnifying Party agrees to defend the Indemnified Party for any loss, injury, liability, claim or demand ("Actions") that is the subject of this Article 7. The Indemnified Party agrees to notify the Indemnifying Party promptly, in writing, of any Actions, threatened or actual, and to cooperate in every reasonable way to facilitate the defense or settlement of such Actions. The Indemnifying Party shall assume the defense of any Action with counsel reasonably satisfactory to the Indemnified Party. The Indemnified Party may employ its own counsel in any such case, and shall pay such counsel's fees and expenses. The Indemnifying Party shall have the right to settle any claim for which indemnification is available; provided, however, that to the extent that such settlement requires the Indemnified Party to take or refrain from taking any action or purports to obligate the Indemnified Party, then the Indemnifying Party shall not settle such claim without the prior written consent of the Indemnified Party, which consent shall not be unreasonably withheld, conditioned or delayed.

ARTICLE 8. SOFTWARE & SERVICES

8.1 License. If and to the extent that Customer requires the use of Licensed Software in order to use the Service supplied under any Sales Order, Customer shall have a personal, nonexclusive, nontransferable, and limited license to use such Licensed Software in object code only and solely to the extent necessary to use the applicable Service during the corresponding Service Term. All Licensed Software provided to Customer, and each revised version thereof, is licensed (not sold) to Customer by Comcast only for use in conjunction with the Service. Customer may not claim title to, or an ownership interest in, any Licensed Software (or any derivations or improvements thereto), and Customer shall execute any documentation reasonably required by Comcast,

including, without limitation, end-user license agreements for the Licensed Software. Comcast and its suppliers shall retain ownership of the Licensed Software, and no rights are granted to Customer other than a license to use the Licensed Software under the terms expressly set forth in this Agreement.

8.2 Restrictions. Customer agrees that it shall not: (i) copy the Licensed Software (or any upgrades thereto or related written materials) except for emergency back-up purposes or as permitted by the express written consent of Comcast; (ii) reverse engineer, decompile, or disassemble the Licensed Software; (iii) sell, lease, license, or sublicense the Licensed Software; or (iv) create, write, or develop any derivative software or any other software program based on the Licensed Software.

8.3 Updates. Customer acknowledges that the use of Service may periodically require updates and/or changes to certain Licensed Software resident in the Comcast Equipment or CE. If Comcast has agreed to provide updates and changes, such updates and changes may be performed remotely or on-site by Comcast, at Comcast's sole option. Customer hereby consents to, and shall provide free access for, such updates deemed reasonably necessary by Comcast. If Customer fails to agree to such updates, Comcast will be excused from the applicable Service Level Agreement and other performance credits, and any and all liability and indemnification obligations regarding the applicable Service.

8.4 Export Law and Regulation. Customer acknowledges that any products, software, and technical information (including, but not limited to, services and training) provided pursuant to the Agreement may be subject to U.S. export laws and regulations. Customer agrees that it will not use distribute, transfer, or transmit the products, software, or technical information (even if incorporated into other products) except in compliance with U.S. export regulations. If requested by Comcast, Customer also agrees to sign written assurances and other export-related documents as may be required for Comcast to comply with U.S. export regulations.

8.5 Ownership of Telephone Numbers and Addresses. Customer acknowledges that use of certain Services does not give it any ownership or other rights in any telephone number or Internet/on-line addresses provided, including but not limited to Internet Protocol ("IP") addresses, e-mail addresses and web addresses.

8.6 Intellectual Property Rights in the Services. Title and intellectual property rights to the Services are owned by Comcast, its agents, suppliers or affiliates or their licensors or otherwise by the owners of such material. The copying, redistribution, bundling or publication of the Services, in whole or in part, without express prior written consent from Comcast or other owner of such material, is prohibited.

ARTICLE 9. CONFIDENTIAL INFORMATION AND PRIVACY

9.1 Disclosure and Use. All Confidential Information disclosed by either Party shall be kept by the receiving party in

strict confidence and shall not be disclosed to any third party without the disclosing party's express written consent. Notwithstanding the foregoing, such information may be disclosed (i) to the receiving party's employees, affiliates, and agents who have a need to know for the purpose of performing this Agreement, using the Services, rendering the Services, and marketing related products and services (provided that in all cases the receiving party shall take appropriate measures prior to disclosure to its employees, affiliates, and agents to assure against unauthorized use or disclosure); or (ii) as otherwise authorized by this Agreement. Each Party agrees to treat all Confidential Information of the other in the same manner as it treats its own proprietary information, but in no case using a degree of care less than a reasonable degree of care.

9.2 Exceptions. Notwithstanding the foregoing, each Party's confidentiality obligations hereunder shall not apply to information that: (i) is already known to the receiving party without a pre-existing restriction as to disclosure; (ii) is or becomes publicly available without fault of the receiving party; (iii) is rightfully obtained by the receiving party from a third party without restriction as to disclosure, or is approved for release by written authorization of the disclosing party; (iv) is developed independently by the receiving party without use of the disclosing party's Confidential Information; or (v) is required to be disclosed by law or regulation.

9.3 Publicity. The Agreement provides no right to use any Party's or its affiliates' trademarks, service marks, or trade names, or to otherwise refer to the other Party in any marketing, promotional, or advertising materials or activities. Neither Party shall issue any publication or press release relating to, or otherwise disclose the existence of, the terms and conditions of any contractual relationship between Comcast and Customer, except as permitted by the Agreement or otherwise consented to in writing by the other Party.

9.4 Passwords. Comcast may furnish Customer with user identifications and passwords for use in conjunction with certain Services, including, without limitation, for access to certain non-public Comcast website materials. Customer understands and agrees that such information shall be subject to Comcast's access policies and procedures located on Comcast's Web Site.

9.5 Remedies. Notwithstanding any other Article of this Agreement, the non-breaching Party shall be entitled to seek equitable relief to protect its interests pursuant to this Article 9, including, but not limited to, injunctive relief.

9.6 Monitoring of Services. Except as otherwise expressly set forth in a PSA, Comcast assumes no obligation to pre-screen or monitor Customer's use of the Service, including without limitation postings and/or transmission. However, Customer acknowledges and agrees that Comcast and its agents shall have the right to pre-screen and monitor such use from time to time and to use and disclose such results to the extent necessary to operate the Service properly, to ensure compliance with applicable use policies, to protect the rights and/or property of Comcast, or in emergencies when physical safety is at issue, and that Comcast may disclose the

same to the extent necessary to satisfy any law, regulation, or governmental request. Comcast shall have no liability or responsibility for content received or distributed by Customer or its users through the Service, and Customer shall indemnify, defend, and hold Comcast and its directors, officers, employees, agents, subsidiaries, affiliates, successors, and assigns harmless from any and all claims, damages, and expenses whatsoever (including reasonable attorneys' fees) arising from such content attributable to Customer or its users. For the avoidance of doubt, the monitoring of data described in this Section 9.6 refers to aggregate data and types of traffic (protocol, upstream/downstream utilization, etc.). Comcast does not have access to the content of encrypted data transmitted across Comcast networks.

9.7 Survival of Confidentiality Obligations. The obligations of confidentiality and limitation of use described in this Article 9 shall survive the expiration and termination of the Agreement for a period of two (2) years (or such longer period as may be required by law).

ARTICLE 10. USE OF SERVICE; USE AND PRIVACY POLICIES

10.1 Prohibited Uses and Comcast Use Policies.

Customer is prohibited from using, or permitting the use of, any Service (i) for any purpose in violation of any law, rule, regulation, or policy of any government authority; (ii) in violation of any Use Policy (as defined below); (iii) for any use as to which Customer has not obtained all required government approvals, authorizations, licenses, consents, and permits; or (iv) to interfere unreasonably with the use of Comcast service by others or the operation of the Network. Customer is responsible for assuring that any and all of its users comply with the provisions of the Agreement. Comcast reserves the right to act immediately and without notice to terminate or suspend the Services and/or to remove from the Services any information transmitted by or to Customer or users, if Comcast determines that such use is prohibited as identified herein, or information does not conform with the requirements set or Comcast reasonably believes that such use or information may violate any laws, regulations, or written and electronic instructions for use. Furthermore, to the extent applicable, Services shall be subject to Comcast's acceptable use policies ("Use Policies") that may limit use. The Use Policies and other security policies concerning the Services are posted on the Website, and are incorporated into this Agreement by reference. Comcast may update the Use Policies from time to time, and such updates shall be deemed effective immediately upon posting, with or without actual notice to Customer. Comcast's action or inaction in enforcing acceptable use shall not constitute review or approval of Customer's or any other users' use or information.

10.2 Privacy Policy. In addition to the provisions of Article 9, Comcast's commercial privacy policy applies to Comcast's handling of Customer confidential information. Comcast's privacy policy is available on the Website.

10.3 Privacy Note Regarding Information Provided to Third Parties. Comcast is not responsible for any information provided by Customer to third parties. Such information is not subject to the privacy provisions of this Agreement. Customer assumes all privacy and other risks associated with providing personally identifiable information to third parties via the Services.

10.4 Prohibition on Resale. Customer may not sell, resell, sublease, assign, license, sublicense, share, provide, or otherwise utilize in conjunction with a third party (including, without limitation, in any joint venture or as part of any outsourcing activity) the Services or any component thereof.

10.5 Violation. Any breach of this Article 10 shall be deemed a material breach of this Agreement. In the event of such material breach, Comcast shall have the right to restrict, suspend, or terminate immediately any or all Sales Orders, without liability on the part of Comcast, and then to notify Customer of the action that Comcast has taken and the reason for such action, in addition to any and all other rights and remedies under this Agreement.

ARTICLE 11. MISCELLANEOUS TERMS

11.1 Force Majeure. Neither Party (and in the case of Comcast, Comcast affiliates and subsidiaries) shall be liable to the other Party for any delay, failure in performance, loss, or damage to the extent caused by force majeure conditions such as acts of God, fire, explosion, power blackout, cable cut, acts of regulatory or governmental agencies, unavailability of right-of-way or materials, or other causes beyond the Party's reasonable control, except that Customer's obligation to pay for Services provided under the Agreement shall not be excused. Changes in economic, business or competitive condition shall not be considered force majeure events.

11.2 Assignment or Transfer. Customer shall not assign any right, obligation or duty, in whole or in part, nor of any other interest hereunder, without the prior written consent of Comcast, which shall not be unreasonably withheld. All obligations and duties of either Party under this Agreement shall be binding on all successors in interest and assigns of such Party. Nothing herein is intended to limit Comcast's use of third-party consultants and contractors to perform Services under a Sales Order.

11.3 Notices. Any notice sent pursuant to the Agreement shall be deemed given and effective when sent by facsimile (confirmed by first-class mail), or when delivered by overnight express or other express delivery service, in each case as follows: (i) with respect to Customer, to the address set forth on any Sales Order; or (ii) with respect to Comcast, to: Vice President/Enterprise Sales, One Comcast Center, 1701 JFK Blvd., Philadelphia, PA 19103, with a copy to Cable Law Department, One Comcast Center, 50th Floor, 1701 JFK Blvd., Philadelphia, PA 19103. Each Party shall notify the other Party in writing of any changes in its address listed on any Sales Order.

11.4 Entire Understanding. The Agreement, together with any applicable Tariffs, constitutes the entire understanding of the Parties related to the subject matter hereof. The Agreement supersedes all prior agreements, proposals, representations, statements, or understandings, whether written or oral, concerning the Services or the Parties' rights or obligations relating to Services. Any prior representations, promises, inducements, or statements of intent regarding the Services that are not embodied in the Agreement are of no effect. No subsequent agreement among the Parties concerning Service shall be effective or binding unless it is made in writing by authorized representatives of the Parties. Terms or conditions contained in any Sales Order, or restrictive endorsements or other statements on any form of payment, shall be void and of no force or effect.

11.5 Tariffs. Notwithstanding anything to the contrary in the Agreement, Comcast may elect or be required to file with regulatory agencies tariffs for certain Services. In such event, the terms set forth in the Agreement may, under applicable law, be superseded by the terms and conditions of the Tariffs. Without limiting the generality of the foregoing, in the event of any inconsistency with respect to rates, the rates and other terms set forth in the applicable Sales Order shall be treated as individual case based arrangements to the maximum extent permitted by law, and Comcast shall take such steps as are required by law to make the rates and other terms enforceable. If Comcast voluntarily or involuntarily cancels or withdraws a Tariff under which a Service is provided to Customer, the Service will thereafter be provided pursuant to the Agreement and the terms and conditions contained in the Tariff immediately prior to its cancellation or withdrawal. In the event that Comcast is required by a governmental authority to modify a Tariff under which Service is provided to Customer in a manner that is material and adverse to either Party, the affected Party may terminate the applicable Sales Order upon a minimum thirty (30) days' prior written notice to the other Party, without further liability.

11.6 Construction. In the event that any portion of the Agreement is held to be invalid or unenforceable, the Parties shall replace the invalid or unenforceable portion with another provision that, as nearly as possible, reflects the original intention of the Parties, and the remainder of the Agreement shall remain in full force and effect.

11.7 Survival. The rights and obligations of either Party that by their nature would continue beyond the termination or expiration of a Sales Order shall survive termination or expiration of the Sales Order.

11.8 Choice of Law. The domestic law of the state in which the Service is provided shall govern the construction, interpretation, and performance of this Agreement, except to the extent superseded by federal law.

11.9 No Third Party Beneficiaries. This Agreement does not expressly or implicitly provide any third party (including users) with any remedy, claim, liability, reimbursement, cause of action, or other right or privilege.

11.10 Parties' Authority to Contract. The persons whose signatures appear below are duly authorized to enter into the Agreement on behalf of the Parties name therein.

11.11 No Waiver; Etc. No failure by either Party to enforce any right(s) hereunder shall constitute a waiver of such right(s). This Agreement may be executed in counterpart copies.

11.12 Independent Contractors. The Parties to this Agreement are independent contractors. Neither Party is an agent, representative, or partner of the other Party. Neither Party shall have any right, power, or authority to enter into any agreement for, or on behalf of, or incur any obligation or liability of, or to otherwise bind, the other Party. This

Agreement shall not be interpreted or construed to create an association, agency, joint venture, or partnership between the Parties or to impose any liability attributable to such a relationship upon either Party.

11.13 Article Headings. The article headings used herein are for reference only and shall not limit or control any term or provision of this Agreement or the interpretation or construction thereof.

11.14 Compliance with Laws. Each of the Parties agrees to comply with all applicable local, state and federal laws and regulations and ordinances in the performance of its respective obligations under this Agreement.

FIRST AMENDMENT
to
Comcast Enterprise Services Master Services Agreement No. CO-292706-mande

This First Amendment ("Amendment") is concurrently entered into on December 27, 2013 ("Effective Date") in conjunction with the Comcast Enterprise Services Master Services Agreement No. CO-292706-mande ("Agreement") by and between Comcast Cable Communications Management, LLC ("Comcast") and City of Littleton ("Customer"), individually referred to herein as "Party" and jointly referred to as "Parties". In the event of an explicit conflict between this Amendment and the Agreement, the terms and conditions of this Amendment shall take precedence in the interpretation of the explicit matter in question. Unless otherwise set forth herein, all capitalized terms set forth herein shall have the same meaning as set forth in the Agreement.

Whereas, the Parties desire to amend the Agreement by this writing to reflect the amended or additional terms and conditions to which the Parties have agreed to;

Now, therefore, in consideration of the mutual covenants, promises, and consideration set forth in this Amendment, the Parties agree as follows:

1. Article 2.2 of the Enterprise Services General Terms and Conditions ("General Terms and Conditions") is hereby modified to read as follows:

"Access. In order to deliver certain Services to Customer, Comcast may require access, right-of-way, conduit, and/or common room space ("Access"), both within and/or outside each Service Location. Customer shall provide an adequate environmentally controlled space and such electricity as may be required for installation, operation, and maintenance of the Comcast Equipment used to provide the Services within the Service Location(s). Customer shall be responsible for securing, and maintaining on an initial and ongoing basis during the applicable Service Term and/or Renewal Term, such Access within each Service Location unless Comcast has secured such access prior to this Agreement. In the event that Customer, fails to secure or maintain such Access within a particular Service Location, Customer or Comcast may cancel or terminate Service at such particular Service Location, without further liability, upon thirty (30) days prior written notice to the other Party. In such event, if Comcast has incurred any costs or expense in installing or preparing to install the Service that it otherwise would not have incurred, a charge equal to those costs and expenses shall apply to Customer's final invoice for that particular Service Location. If Comcast is unable to secure or maintain Access outside a particular Service Location, which Access is needed to provide Services to such Service Location, Customer or Comcast may cancel or terminate Service at such particular Service Location, without further liability beyond the termination date, upon a minimum thirty (30) days' prior written notice to the other Party. In such event, if Comcast has incurred any costs or expense in installing or preparing to install the Service that it otherwise would not have incurred, Comcast shall be responsible for such costs or expenses. Any other failure on the part of Customer to be ready to receive Service, or any refusal on the part of Customer to receive Service, shall not relieve Customer of its obligation to pay charges for any Service that is otherwise available for use."

2. Article 2.9 of the General Terms and Conditions is hereby modified to read as follows:

"Administrative Website. Comcast may furnish Customer with one or more user identifications and/or passwords for use on the Administrative Website. Customer shall be responsible for the confidentiality and use of such user identifications and/or passwords and shall immediately notify Comcast if there has been an unauthorized release, use or other compromise of any user identification or password. In addition, to the extent permitted by the Colorado Open Records Act ("CORA"), Customer agrees that its authorized users shall keep confidential and not distribute any information or other materials made available by the Administrative Website. Customer shall be solely responsible for all use of the Administrative Website, and Comcast shall be entitled to rely on all Customer uses of and submissions to the Administrative Website as authorized by Customer. Comcast shall not be liable for any loss, cost, expense or other liability arising out of any Customer use of the

Administrative Website or any information on the Administrative Website. Comcast may change or discontinue the Administrative Website, or Customer's right to use the Administrative Website, at any time. Additional terms and policies may apply to Customer's use of the Administrative Website. These terms and policies will be posted on the site."

3. Article 3.11 of the General Terms and Conditions is hereby modified to read as follows:

"Fraudulent Use of Services. Customer is responsible for all charges attributable to Customer with respect to the Service(s), even if incurred as the result of fraudulent or unauthorized use of the Service, except to the extent such charges are incurred after Customer notifies Comcast of such use and requests Comcast to restrict, suspend or discontinue providing Service to limit any such charges. Comcast may, but is not obligated to, detect or report unauthorized or fraudulent use of Services to Customer. Comcast reserves the right to restrict, suspend or discontinue providing any Service in the event of fraudulent use of Customer's Service."

4. Article 7.2 of the General Terms and Conditions is hereby modified to read as follows:

"Customer's Indemnification Obligations. To the extent permitted under Colorado law, Customer shall indemnify, defend, and hold harmless Comcast from any and all Claims arising on account of or in connection with Customer's use or sharing of the Service provided under the Agreement, including with respect to: libel, slander, infringement of copyright, or unauthorized use of trademark, trade name, or service mark arising out of communications via the Service; for patent infringement arising from Customer's combining or connection of CE to use the Service; for damage arising out of the gross negligence or willful misconduct of Customer with respect to users of the Service."

5. Article 7.3 of the General Terms and Conditions is hereby modified to read as follows:

"Indemnification Procedures. To the extent permitted under Colorado law, the Indemnifying Party agrees to defend the Indemnified Party for any loss, injury, liability, claim or demand ("Actions") that is the subject of this Article 7. The Indemnified Party agrees to notify the Indemnifying Party promptly, in writing, of any Actions, threatened or actual, and to cooperate in every reasonable way to facilitate the defense or settlement of such Actions. The Indemnifying Party shall assume the defense of any Action with counsel reasonably satisfactory to the Indemnified Party. The Indemnified Party may employ its own counsel in any such case, and shall pay such counsel's fees and expenses. The Indemnifying Party shall have the right to settle any claim for which indemnification is available; provided, however, that to the extent that such settlement requires the Indemnified Party to take or refrain from taking any action or purports to obligate the Indemnified Party, then the Indemnifying Party shall not settle such claim without the prior written consent of the Indemnified Party, which consent shall not be unreasonably withheld, conditioned or delayed."

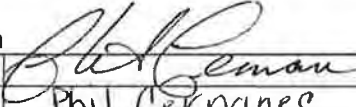
6. Article 9.1 of the General Terms and Conditions is hereby modified to read as follows:

"Disclosure and Use. All Confidential Information disclosed by either Party shall be kept by the receiving party in strict confidence and shall not be disclosed to any third party without the disclosing party's express written consent. Notwithstanding the foregoing, such information may be disclosed (i) to the receiving party's employees, affiliates, and agents who have a need to know for the purpose of performing this Agreement, using the Services, rendering the Services, and marketing related products and services (provided that in all cases the receiving party shall take appropriate measures prior to disclosure to its employees, affiliates, and agents to assure against unauthorized use or disclosure); (ii) as required to be disclosed by Customer pursuant to CORA; or (iii) as otherwise authorized by this Agreement. Each Party agrees to treat all Confidential Information of the other in the same manner as it treats its own proprietary information, but in no case using a degree of care less than a reasonable degree of care."

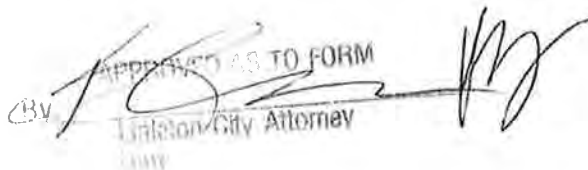
7. Article 11.15 is hereby added to the General Terms and Conditions to read as follows:

"Non-Appropriation of Funds. In the event Customer is unable to secure funds or if funds are not appropriated by the applicable local or state agency for performance during any fiscal period of the term of a Sales Order, such Sales Order may be terminated ("Termination") by the Customer upon written notification to Comcast, to include a copy of the non-appropriation of funds notification, as of the beginning of the fiscal year for which funds are not appropriated or otherwise secured. In the event Customer terminates a Sales Order under this "Non-Appropriation of Funds" provision, neither Party shall have any further obligation to the other Party, excepting Customer shall be responsible for the payment of any and all unpaid charges for Services rendered and for Comcast equipment, and, any and all unpaid capital expenses incurred by Comcast on behalf of the applicable Sales Order, all of which are to be paid by Customer to Company within thirty (30) days from the Company provided invoice date. Customer hereby agrees to notify Comcast in writing as soon as it has knowledge that funds are not available for the continuation of the performance as set forth in the Sales Order, for any fiscal period under the applicable Sales Order Term."

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment as of the day and year written below and the persons signing covenant and warrant that they are duly authorized to sign for and on behalf of the respective Parties. Except as otherwise modified by this Amendment, all other terms and conditions set forth in the Agreement shall remain in full force and effect.

City of Littleton		Comcast Cable Communications Management, LLC	
Signature:		Signature:	
Printed Name:	Phil Cernanec	Printed Name:	
Title:	Mayor	Title:	
Date:	1/24/2014	Date:	

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APPROVED AS TO FORM
BY 
Littleton City Attorney



Staff Communication

File #: Resolution 58-2016, Version: 1

Agenda Date: 10/18/2016

Subject:

A resolution adopting the Aspen Grove Business Improvement District 2017 Operating Plan and Budget

Presented By: Mike Braaten, Deputy City Manager

POLICY QUESTION:

Does city council support adopting the 2017 Operating Plan and Budget for the Aspen Grove Business Improvement District (BID)?

BACKGROUND:

The Aspen Grove BID was formed to finance the public improvements necessary for the development and operation of the Aspen Grove Lifestyle Center. Aspen Grove is owned by DDR Aspen Grove Lifestyle Center Properties, LLC, and managed and operated by DDR Corp.

STAFF ANALYSIS AND FISCAL IMPACTS:

The BID did not construct improvements in 2016. The BID's 2016 activities focused on maintaining the BID-owned public improvements and servicing the debt incurred by the BID to finance the public improvements necessary for the development of Aspen Grove.

Because of historically low interest rates in the municipal credit markets, the BID's Board of Directors ("Board") made a determination in the summer of 2016 to refund its outstanding Limited Tax General Obligation Refunding Bonds, Series 2007. On July 1, 2016 the BID submitted an Amended 2016 Operating Plan and Budget to the city council to permit the BID to refund the 2007 Bonds. The amended Operating Plan and Budget was approved by the city council on July 19, 2016.

As of this date, the 2007 Bonds have not been refunded, although such refunding may occur before the end of the year. If the 2007 Bonds are not refunded by the end of the year, they may be refunded in early 2017. Accordingly, the 2017 Operating Plan and Budget contemplates refunding the 2007 Bonds in case the planned refunding does not occur before the end of 2016.

In 2008, city council excluded Lot 2, Block 3, Aspen Grove Subdivision ("Lot 2") from the BID's territorial boundaries so that Lot 2 could be developed into residential apartment units. Even though Lot 2 was excluded from the BID's territorial boundaries, it remains subject to the BID's debt service mill levy for the bonds that were in place at the time of the exclusion (Lot 2 will remain subject to any debt service mill levy that is necessary to pay principal and interest on the refunded bonds).

The economy in general combined with the development that has occurred within Lot 2 has helped increase the BID's assessed valuation. The 2016 preliminary assessed valuation for the BID is \$21,074,303.00 as compared

to a 2015 assessed valuation of \$20,783,431. As a result of the increase in assessed valuation, the BID's debt service mill levy will remain constant at approximately 42.000 mills. This is a reduction from the 60.000 mills that were assessed for collection during 2015.

STAFF RECOMMENDATION:

Staff recommends approval of the resolution adopting the 2017 Operating Plan and Budget for the Aspen Grove BID.

PROPOSED MOTION:

I move to approve the resolution adopting the 2017 Operating Plan and Budget for the Aspen Grove Business Improvement District.

COLLINS COCKREL & COLE

A PROFESSIONAL CORPORATION

COPY

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ERIC C. JORGENSEN
Direct Dial & Email

September 30, 2016

Ms. Wendy Heffner
Littleton City Clerk
2255 West Berry Avenue
Littleton, Colorado 80120

**Re: Aspen Grove Business Improvement District
2017 Operating Plan and Budget**

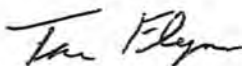
Dear Ms. Heffner:

Enclosed with this letter please find a proposed 2017 Operating Plan and Budget for the Aspen Grove Business Improvement District ("BID"), which is filed pursuant to Section 31-25-1211, C.R.S., together with a Petition asking for approval of the 2017 Operating Plan and Budget by City Council. Pursuant to the above-referenced statute, the BID's 2017 Operating Plan and Budget should be approved by the City Council no later than December 5, 2016.

I would appreciate it if you would let me know in writing when City Council is scheduled to consider approval of the BID's 2017 Operating Plan and Budget.

If you have any questions, please do not hesitate to contact me.

Sincerely yours,



Timothy J. Flynn

/cs

Enclosure

cc w/ Encl: Kristin Schledorn

TO: THE CITY COUNCIL OF THE CITY OF LITTLETON, COLORADO

PETITION FOR APPROVAL OF 2017 OPERATING PLAN AND BUDGET

IN RE THE MATTER OF THE ASPEN GROVE BUSINESS IMPROVEMENT
DISTRICT, LITTLETON, COLORADO

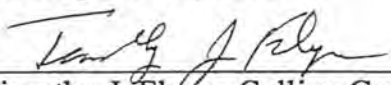
Comes now the Aspen Grove Business Improvement District ("BID"), by and through its undersigned attorney, and pursuant to §31-25-1211, C.R.S., hereby petitions the City Council to approve by appropriate motion or resolution BID's Operating Plan and Budget for 2017.

AS GROUNDS THEREFORE, Petitioner states as follows:

1. The BID was established by City of Littleton, Colorado, Ordinance No. 24 Series 2000 as finally passed on the 15th day of August, 2000.
2. Pursuant to §31-25-1211, C.R.S., the BID is to file a proposed operating plan and budget for the next fiscal year with the Clerk of the City no later than September 30th of each year. The same is to be approved by City Council no later than December 5th of each year. Attached hereto is the proposed Operating Plan and Budget for the BID for calendar year 2017.

WHEREFORE, Petitioner respectfully requests that the City Council hear this Petition at a duly called public meeting and that an appropriate Resolution or Motion approving the BID's 2017 Operating Plan and Budget be duly adopted by City Council.

Respectfully submitted this 28th day of September, 2016.



Timothy J. Flynn, Collins Cockrel & Cole
Attorney for Aspen Grove Business
Improvement District
390 Union Blvd., Suite 400
Denver, Colorado 80228
(303) 986-1551

2017
Operating Plan and Budget
for
Aspen Grove Business Improvement District
In the City of Littleton, Arapahoe County, Colorado

September 2016

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2017 OPERATING PLAN AND BUDGET
FOR
ASPEN GROVE BUSINESS IMPROVEMENT DISTRICT

ARTICLE I.
BACKGROUND

The Aspen Grove Business Improvement District ("BID") was formed for the purpose of financing the public improvements and services necessary for the development and continued operation of the Aspen Grove Lifestyle Center ("Lifestyle Center"), and in connection therewith, to acquire, construct, install and in certain instances, own, operate and maintain various public improvements. The Aspen Grove Lifestyle Center is owned by DDR Aspen Grove Lifestyle Center Properties, LLC, a Delaware limited liability company. The Lifestyle Center is managed and operated by DDR Corp., an Ohio corporation.

Pursuant to Section 31-25-1211, C.R.S., by September 30 of each calendar year, the BID is to submit an annual Operating Plan and Budget for the next calendar year to the City Council for review and approval on or before December 5 of the calendar year, but in no event later than thirty (30) days after final submittals have been received by the City. This Operating Plan and Budget for 2017 ("2017 Operating Plan") may be amended in the future, but only with the approval of the City Council.

ARTICLE II.
2016 BID ACTIVITIES

The BID did not construct improvements during 2016. The BID's 2016 activities focused on maintaining the BID owned public improvements and servicing the debt incurred by the BID to finance the public improvements that were necessary for the development of the Lifestyle Center.

Because of historically low interest rates in the municipal credit markets, the BID's Board of Directors ("Board") made a determination in the early summer of 2016 to refund its outstanding Limited Tax General Obligation Refunding Bonds, Series 2007 ("2007 Bonds"). On July 1, 2016 the BID submitted an Amended 2016 Operating Plan and Budget to the City Council to permit the BID to refund the 2007 Bonds. The Amended Operating Plan and Budget was approved by the City Council on July 19, 2016.

As of the date of this 2017 Operating Plan, the 2007 Bonds have not been refunded, although such refunding may occur before the end of the year. If the 2007 Bonds are not refunded by the end of the year, it is believed the 2007 Bonds will be refunded in early 2017. Accordingly, the 2017 Operating Plan and Budget contemplates

refunding the 2007 Bonds just in case the planned refunding does not occur before the end of 2016.

In 2008 City Council excluded Lot 2, Block 3, Aspen Grove Subdivision ("Lot 2") from the BID's territorial boundaries so that Lot 2 could be developed into residential apartment units. Even though Lot 2 was excluded from the BID's territorial boundaries, it remains subject to the BID's debt service mill levy for the bonds that were in place at the time of the exclusion (Lot 2 will remain subject to any debt service mill levy that is necessary to pay principal and interest on the refunded bonds).

The economy in general combined with the development that has occurred within Lot 2 has helped to increase the BID's assessed valuation. The 2016 preliminary assessed valuation for the BID is \$21,074,303.00 as compared to a 2015 assessed valuation of \$20,783,431. As a result of the increase in assessed valuation, the BID's debt service mill levy will remain constant at approximately 42.000 mills. This is a significant improvement over the 60.000 mills that were assessed for collection during 2015.

ARTICLE III. **2017 SERVICES**

The BID has no plans to construct any improvements during 2017.

In 2017, the BID's focus will be to refund the 2007 Bonds, if they have not been refunded. Once the refunding has been completed, the BID's focus will be to service the BID's then outstanding bonds and to maintain the public improvements the BID currently owns. The BID has sufficient funds to make its next debt service payment due December 1, 2016 in the amount of \$505,000. Further, based on the BID's contemplated 2017 budget, the BID will have sufficient funds to make all scheduled 2017 debt service payments.

ARTICLE IV. **BUDGET**

A proposed 2017 budget for the BID prepared in accordance with the Local Government Budget Law, Section 29-1-101, C.R.S., et seq., is attached hereto as Exhibit 1 (consisting of three pages). The 2017 budget was prepared by the BID's budget officer, Roberta Stake. The BID's 2017 budget as finally adopted, is expected to be substantially in accordance with the proposed budget as attached hereto, subject to whatever changes may be necessary as a result of the final certification of assessed valuation received from the Arapahoe County Assessor's Office in December 2016, and/or any refunding of the 2007 Bonds that occurs between now and the end of the year.

ARTICLE V.
CONCLUSION

The BID would like to take this opportunity to thank the City Council and the City staff for their continued assistance with the ongoing operations of the BID. To enable the BID to comply with the provisions of Section 31-25-1211, C.R.S., the BID respectfully requests that City Council adopt a Resolution approving the BID's 2017 Operating Plan and Budget as submitted.

EXHIBIT 1

ASPEN GROVE BUSINESS IMPROVEMENT DISTRICT

**CITY OF LITTLETON
COUNTY OF ARAPAHOE
COLORADO**

PROPOSED 2017 BUDGET

September 2016

BUDGET MESSAGE

The modified accrual basis of accounting for governmental funds was used in the preparation of this budget. Revenue is recorded when susceptible to accrual and expenditures are recorded when the liability is incurred.

The Aspen Grove Business Improvement District ("BID") was formed pursuant to City of Littleton Ordinance No. 24, Series 2000, adopted on August 15, 2000 pursuant to Section 31-25-1201, et seq., C.R.S. for the purpose of financing the public improvements and services needed for the Aspen Grove Lifestyle Center, a commercial business area located within Arapahoe County, and entirely within the City of Littleton, Colorado. By way of explanation and not limitation, the initial approved Operating Plan for the BID provided for the BID to construct, install and/or acquire street improvements, including bicycle paths, curbs, gutters, traffic safety control devices, sidewalks, pedestrian malls, street lights, drainage facilities, water and sewer facilities, and landscaping of common areas.

In 2007, the BID refunded its \$9,100,000.00 Limited Tax General Obligation Bonds, Series 2001 through the issuance of \$9,100,000.00 in Limited Tax General Obligation Bonds, Series 2007 and the issuance of \$1,605,000.00 (maturity amount) of Supplemental B interest registered coupons dated June 4, 2007.

The primary function of the BID during 2017 will be to refund the BID's outstanding Limited Tax General Obligation Refunding Bonds, Series 2007, if such refunding does not occur before the end of 2016.

The BID has not entered into nor does it contemplate entering into any lease purchase contracts during 2017. Accordingly, no lease purchase contract transactions are contemplated in the proposed 2017 budget.

ASPEN GROVE BUSINESS IMPROVEMENT
DISTRICT
Proposed Budget
General Fund
2017

	2015 Actual	2016 Estimated	2017 Proposed
BEGINNING FUNDS AVAILABLE	<u>383,815</u>	<u>448,060</u>	<u>498,060</u>
REVENUE			
Specific ownership taxes	74,928	67,000	66,000
Interest income	1,578	3,000	1,500
Total revenue	<u>76,506</u>	<u>70,000</u>	<u>67,500</u>
Total funds available	<u>460,321</u>	<u>518,060</u>	<u>565,560</u>
EXPENDITURES			
Accounting	1,784	1,700	2,000
Audit	4,000	4,000	4,500
Legal	6,232	12,000	15,000
Maintenance	0	0	0
Miscellaneous	245	300	300
Developer reimbursement	0	0	0
Emergency reserves and contingency		2,000	45,700
Total expenditures	<u>12,261</u>	<u>20,000</u>	<u>67,500</u>
ENDING FUNDS AVAILABLE	<u><u>448,060</u></u>	<u><u>498,060</u></u>	<u><u>498,060</u></u>

9/28/2016

ASPEN GROVE BUSINESS IMPROVEMENT
DISTRICT
Proposed Budget
Debt Service Fund
2016

	<u>2015 Actual</u>	<u>2016 Estimated</u>	<u>2017 Proposed</u>
BEGINNING FUNDS AVAILABLE	<u>839,798</u>	<u>981,808</u>	<u>824,904</u>
REVENUE			
Property taxes	991,985	872,904	885,121
Specific ownership taxes	0	0	0
Interest	524	200	200
Bond proceeds	0	6,525,000	6,525,000
Total revenue	<u>992,509</u>	<u>7,398,104</u>	<u>7,410,321</u>
 Total funds available	 <u>1,832,307</u>	 <u>8,379,912</u>	 <u>8,235,225</u>
EXPENDITURES			
Bond interest	352,463	164,232	113,066
Bond principal	480,000	0	590,000
Trustee/Paying agent fees	3,150	5,000	5,000
Treasurer's fee	14,886	13,500	13,500
Payment to refunding escrow	0	7,200,999	7,200,999
Bond issuance costs	0	171,277	170,000
Contingency	0	0	100,000
Total expenditures	<u>850,499</u>	<u>7,555,008</u>	<u>8,192,565</u>
ENDING FUNDS AVAILABLE	<u><u>981,808</u></u>	<u><u>824,904</u></u>	<u><u>42,660</u></u>

ASPEN GROVE BUSINESS IMPROVEMENT
 DISTRICT
 Property tax summary
 2017

	2015 <u>Actual</u>	2016 <u>Estimated</u>	2017 <u>Proposed</u>
Assessed valuation - Arapahoe County	16,551,832	20,783,431	21,074,303
Mill levy	<u>60.000</u>	<u>42.000</u>	<u>42.000</u>
Property tax revenue	<u><u>993,110</u></u>	<u><u>872,904</u></u>	<u><u>885,121</u></u>



City of Littleton

5 (e)
Littleton Center
2255 West Berry Avenue
Littleton, CO 80120

Staff Communication

File #: ID# 16-246, Version: 1

Agenda Date: 10/18/2016

Subject:

Motion to amend the contract with Waters & Company to include recruitment for a city attorney

Presented By: Mark Relph, Acting City Manager

POLICY QUESTION:

Does city council support amending the Waters & Company contract to include recruitment for the city attorney?

BACKGROUND:

City council interviewed four executive search firms on September 13, 2016 following an RFP process that had nine responses. After discussion of the merits of each firm, the council direction provided to staff was to present council with a motion for consideration to select Waters and Company. The Waters and Company contract was approved for \$24,500 on September 20, 2016

FISCAL IMPACTS:

The amendment would add \$21,000 to the original contract with Waters and Company

STAFF RECOMMENDATION:

Staff recommends approval

PROPOSED MOTION:

I move to approve the amendment to the Water and Company contract to include recruitment of a city attorney the contract will have an additional all-inclusive professional fee of \$21,000 and to authorize the acting city attorney to make minor modifications to the contract prior to execution by the Mayor.

CITY OF LITTLETON
AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES

THIS AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (“Amendment”) is entered into on October 18, 2016 by and between WATERS & COMPANY INCORPORATED whose business address is 14285 MIDWAY ROAD, SUITE 340, ADDISON, TEXAS 75001 (the “Contractor”) and the **CITY OF LITTLETON, COLORADO** (“City”), a Home Rule municipality of the State of Colorado. The City and the Contractor may be collectively referred to as the “Parties.”

RECITALS AND REPRESENTATIONS

WHEREAS, the City and Contractor entered into that certain Professional Services Agreement dated September 19, 2016 (the “Agreement”); and

WHEREAS, the Parties desire to amend the Agreement;

NOW, THEREFORE, in consideration of the benefits and obligations of this Agreement, the Parties mutually agree as follows:

1. Contractor shall provide the additional services described on Attachment 1 and City agrees to compensate Contractor for such additional services as described on Attachment 1, pursuant to the terms and conditions of the Agreement.
2. No other terms and conditions of the Agreement are modified except as provided in this Amendment.
3. The individuals executing this Amendment represent that they are expressly authorized to enter into this Amendment on behalf of the City and the Contractor and bind their respective entities.

THIS AMENDMENT is executed and made effective as provided above.

ATTEST

CITY OF LITTLETON, COLORADO

By: _____
Wendy Heffner, City Clerk

By: _____
Mayor Beckman

APPROVED AS TO FORM

CONTRACTOR

By: _____
City Attorney

By: _____
Chuck Rohre, Senior Vice President

SCOPE OF PROFESSIONAL SERVICES

W&C will provide professional services in the area of an executive recruitment for the position of City Attorney. This Agreement includes W&C's commitment to provide all elements of the recruitment process, services, and conditions described in our proposal dated August 5, 2016, and attached as Exhibit C.

Phase	Description of Professional Services
Phase I	<u>Task 1</u> – Candidate Profile Development/Advertising/Marketing (includes one day on site by Project Team Leader). Task 1a. Web-based Community and Staff Survey <u>Task 2</u> – Identify Quality Candidates.
Phase II	<u>Task 3</u> – Screening of Applications and Submission of Recommended Semi-Finalists to Client. (includes one day onsite by Project Team Leader) <u>Task 4</u> – Reference Checks, Background Checks, and Academic Verifications.
Phase III	<u>Task 5</u> – Final Process/On-Site Interviews with Finalists (includes two days on site by Project Team Leader).
Conclusion	Acceptance of offer by candidate.

ALL-INCLUSIVE PROFESSIONAL FEE

1. The all-inclusive professional fee to conduct the recruitment is \$21,000.00 and includes the cost of professional services by the Project Team Leader and the project support staff, and all project-related expenses such as advertising, printing, candidate background and reference checks, and travel expenses for on-site visits by the Project Team Leader. Travel expenses incurred by candidates for on-site interviews with the Client are not the responsibility of W&C and are handled directly by the client organization. The Client will make payments for the project upon receipt of an invoice submitted by W&C. Payment to W&C is due upon receipt. All invoices will be forwarded to the Client for processing unless otherwise directed. For reporting purposes, W&C's tax identification number is 47-1064404.
2. The all-inclusive professional fee will be billed in four installments; 30% of the fee will be billed at the beginning of the recruitment; 30% at the implementation of Phase I; 30% at the implementation of Phase II; and the final 10% upon acceptance of offer by the candidate.
3. Additional work related to the recruitment process and as specifically requested by the Client which is outside the scope of this project (i.e. additional on-site visits) will include an additional fee. The fixed professional fee for this recruitment anticipates no more than three on-site visits

which include four consulting days with one consultant. However, we would be pleased to provide additional on-site consulting visits for our standard daily rate of \$1,500 plus expenses.

TRIPLE GUARANTEE

1. A commitment to remain with the recruitment assignment until you have made an appointment for the fee and tasks quoted in the proposal. If you are unable to make a selection from the initial group of finalists, W&C will work to identify a supplemental group until you find a candidate to hire.
 2. Your executive recruitment is guaranteed for 24 months against termination or resignation. Within the first two years following the date of hire, the replacement recruitment will be repeated with no additional professional fee, but only for project-related expenses. Candidates appointed from within your organization do not qualify for this guarantee. This guarantee is subject to further limitations and restrictions of your state laws.
 3. W&C will not solicit any candidates selected under this contract for any other position while the candidate is employed with your organization.
-

DEVOTION OF TIME

W&C shall devote such time to the performance of its duties under this Agreement as is necessary for the completion of all project phases.

PROJECT STAFFING

W&C shall assign Chuck Rohre, Senior Vice President, as the Project Team Leader and primary contact with the City of Littleton. No change will be made in this assignment without prior approval of the Client.

**CITY OF LITTLETON
AGREEMENT FOR PROFESSIONAL SERVICES**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into on September 19, 2016 by and between WATERS & COMPANY whose business address is 14285 MIDWAY ROAD, SUITE 340, ADDISON, TEXAS 75001 (the "Contractor") and the **CITY OF LITTLETON, COLORADO** ("City"), a Home Rule municipality of the State of Colorado. The City and the Contractor may be collectively referred to as the "Parties."

RECITALS AND REPRESENTATIONS

WHEREAS, the City needs for certain services to be performed as described in this Agreement; and

WHEREAS, the Contractor represents that it has the skill, ability, and expertise to perform the services described in this Agreement; and

WHEREAS, the Contractor represents that it can perform the services described in this Agreement within the deadlines provided in this Agreement; and

WHEREAS, the Parties desire to enter into this Agreement.

NOW, THEREFORE, in consideration of the benefits and obligations of this Agreement, the Parties mutually agree as follows:

1.0 SERVICES AND PERFORMANCE. As directed by the City, the Contractor shall provide the services described in **Exhibit A** (the "Services"). Exhibit A is incorporated herein in its entirety. The City may request a change or changes in the Services. Any changes that are mutually agreed upon between the City and the Contractor shall be made in writing and upon execution by both Parties shall become an amendment to this Agreement.

2.0 Independent Contractor. The Contractor shall perform the Services as an independent contractor and shall not be deemed by virtue of this Agreement to have entered into any partnership, joint venture, employer/employee or other relationship with the City other than as a contracting party and independent contractor. The City shall not be obligated to secure, and shall not provide, any insurance coverage or employment benefits of any kind or type to or for the Contractor or the Contractor's employees, sub-consultants, contractors, agents, or representatives, including coverage or benefits related but not limited to: local, state, or federal income or other tax contributions; insurance contributions (e.g., FICA); workers' compensation; disability, injury, or health; professional liability insurance, errors and omissions insurance; or retirement account contributions.

3.0 Standard of Performance. In performing the Services, the Contractor shall use that degree of care, skill, and professionalism ordinarily exercised under similar circumstances by members of the same profession practicing in the State of Colorado. The Contractor

represents to the City that the Contractor is, and its employees performing such Services are, properly licensed and/or registered within the State of Colorado for the performance of the Services (if licensure and/or registration is required by applicable law) and that the Contractor and employees possess the skills, knowledge, and abilities to competently, timely, and professionally perform the Services in accordance with this Agreement.

- 3.1 The Contractor shall become fully acquainted with the available information related to the Services. The Contractor is obligated to affirmatively request from the City such information that the Contractor, based on the Contractor's professional experience, should reasonably expect is available and which would be relevant to the performance of the Services.
- 3.2 The Contractor shall promptly inform the City concerning ambiguities and uncertainties related to the Contractor's performance that are not addressed by the Agreement.
- 3.3 The Contractor shall provide all of the Services required in the Agreement in a timely and professional manner.
- 3.4 The Contractor shall promptly comply with any written request for the City or any of its duly authorized representatives to reasonably access, review and audit any books, documents, papers, and records of the Contractor that are pertinent to the Contractor's performance under this Agreement for the purpose of the City performing any review of the Services.
- 3.5 The Contractor shall comply with all applicable federal, state and local laws, ordinances, regulations, and resolutions.
- 3.6 The Contractor shall be responsible at the Contractor's expense for obtaining, and maintaining in a valid and effective status, all licenses and permits necessary to perform the Services unless specifically stated otherwise in this Agreement.

4.0 COMPENSATION. Following execution of this Agreement by the City, the City shall compensate the Contractor in accordance with Section 3 of Exhibit A. Any increases or modification of compensation shall be subject to the approval of the City and shall be made only by a written amendment of the Agreement executed by both Parties.

5.0 TERM AND TERMINATION

- 5.1 **Unilateral Termination.** This Agreement may be terminated by the City for any or no reason upon written notice at least thirty (30) days prior to termination. In the event of the exercise of the right of unilateral termination as provided by this paragraph:

The Contractor shall continue to provide the Services under this Agreement until the thirty (30) day notice period has passed, unless otherwise provided in any notice of termination delivered by the City; and

All finished or unfinished documents, data, studies and reports prepared by the Contractor pursuant to this Agreement shall be delivered by the Contractor to the City and shall become the property of the City.

- 5.2 **Termination for Non-Performance.** Should a Party to this Agreement fail to materially perform in accordance with the terms and conditions of this Agreement, this Agreement may be terminated by the performing Party if the performing Party first provides written notice to the non-performing Party which notice shall specify the non-performance, provide both a demand to cure the non-performance and reasonable time to cure the non-performance, and state a date upon which the Agreement shall be terminated if there is a failure to timely cure the non-performance. For purpose of this Subsection, "reasonable time" shall be not less than five (5) business days. Provided that notice of non-performance is provided in accordance with this Subsection, nothing in this Subsection shall prevent, preclude, or limit any claim or action for default or breach of contract resulting from non-performance by a Party.
- 5.3 **Mutual Termination.** The City and the Contractor may agree in writing to mutually terminate this Agreement.
- 5.4 **City Unilateral Suspension of Services.** The City may suspend the Contractor's performance of the Services at the City's discretion and for any reason by delivery of written notice of suspension to the Contractor which notice shall state a specific date of suspension. Upon receipt of such notice of suspension, the Contractor shall immediately cease performance of the Services on the date of suspension except: (1) as may be specifically authorized by the notice of suspension (e.g., to secure the work area from damage due to weather or to complete a specific report or study); or (2) for the submission of an invoice for Services performed prior to the date of suspension in accordance with this Agreement.
- 5.5 **Reinstatement of Services Following City's Unilateral Suspension.** The City may at its discretion direct the Contractor to continue performance of the Services following suspension. If such direction by the City is made within (30) days of the date of suspension, the Contractor shall recommence performance of the Services in accordance with this Agreement. If such direction to recommence suspended Services is made more than thirty-one (31) days following the date of suspension, the Contractor may elect to: (1) provide written notice to the City that the suspension is considered a unilateral termination of this Agreement; or (2) recommence performance in accordance with this Agreement; or (3) if suspension exceeded sixty (60) consecutive days, request from the City an

equitable adjustment in compensation or a reasonable re-start fee and, if such request is rejected by the City, to provide written notice to the City that such suspension and rejection of additional compensation is considered a unilateral termination of this Agreement. Nothing in this Agreement shall preclude the Parties from executing a written amendment or agreement to suspend the Services upon terms and conditions mutually acceptable to the Parties for any period of time.

- 5.6 **Delivery of Notice of Termination.** Any notice of termination permitted by this Section shall be addressed to the person signing this Agreement on behalf of the Contractor or to the City at the address shown below or such other address as either Party may notify the other of and shall be deemed given upon delivery if personally delivered, or forty-eight (48) hours after deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested.

6. INSURANCE

- 6.1 **Insurance Generally.** The Contractor shall obtain and shall continuously maintain during the term of this Agreement insurance of the kind and in the minimum amounts specified ("Required Insurance"):

A. Worker's Compensation Insurance in the minimum amount required by applicable law for all employees and other persons as may be required by law. Such policy of insurance shall be endorsed to include the City as a Certificate Holder.

B. Comprehensive General Liability insurance with minimum combined single limit for each occurrence of One Million Dollars (\$1,000,000.00) and of One Million Dollars (\$1,000,000.00) aggregate. The policy shall be applicable to all premises and all operations of the Contractor. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall contain a severability of interests provision. Coverage shall be provided on an "occurrence" basis as opposed to a "claims made" basis. Such insurance shall be endorsed to name the City as a Certificate Holder and name the City, and its elected and appointed officials, officers, employees and agents as additional insured parties.

C. Professional Liability (errors and omissions) Insurance with a minimum limit of coverage of One Million Dollars (\$1,000,000.00) per claim and annual aggregate. Such policy of insurance shall be obtained and maintained for one (1) year following completion of all Services under this Agreement. Such policy of insurance shall be endorsed to include the City as a Certificate Holder.

The Required Insurance shall be procured and maintained with insurers with an A- or better rating as determined by Best's Key Rating Guide. All Required Insurance shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Contractor.

6.2 **Additional Requirements for Insurance.** In addition to specific requirements imposed on insurance by this Section and its subsections, insurance shall conform to all of the following:

A. All policies of insurance shall be primary insurance, and any insurance carried by the City, its officers, or its employees shall be excess and not contributory insurance to that provided by the Contractor; provided, however, that the City shall not be obligated to obtain or maintain any insurance whatsoever for any claim, damage, or purpose arising from or related to this Agreement and the Services provided by the Contractor. The Contractor shall not be an insured party for any City-obtained insurance policy or coverage.

B. The Contractor shall be solely responsible for any deductible losses.

C. For Required Insurance, no policy of insurance shall contain any exclusion for bodily injury or property damage.

D. Contractor shall provide the City with notice no less than thirty (30) days prior to any cancellation, termination, or a material change in such policy.

6.3 **Failure to Obtain or Maintain Insurance.** The Contractor's failure to obtain and continuously maintain policies of insurance in accordance with this Section and its subsections shall not limit, prevent, preclude, excuse, or modify any liability, claims, demands, or other obligations of the Contractor arising from performance or non-performance of this Agreement. Failure on the part of the Contractor to obtain and to continuously maintain policies providing the required coverage, conditions, restrictions, notices, and minimum limits shall constitute a material breach of this Agreement upon which the City may immediately terminate this Agreement, or, at its discretion, the City may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the City shall be repaid by the Contractor to the City immediately upon demand by the City, or at the City's sole discretion, the City may offset the cost of the premiums against any monies due to the Contractor from the City pursuant to this Agreement.

6.4 **Insurance Certificates.** Prior to commencement of any Services under this Agreement, the Contractor shall submit to the City certificates of insurance for all Required Insurance. Insurance limits, term of insurance, insured parties, and other information sufficient to demonstrate conformance with this Section and its

subsections shall be indicated on each certificate of insurance. The City may request and the Contractor shall provide within three (3) business days of such request a current certified copy of any policy of Required Insurance and any endorsement of such policy. The City may, at its election, withhold payment for Services until the requested insurance policies are received and found to be in accordance with the Agreement.

7.0 OWNERSHIP OF DOCUMENTS

Any work product, materials, and documents produced by the Contractor pursuant to this Agreement shall become property of the City upon delivery and shall not be made subject to any copyright unless authorized by the City. Other materials, methodology and proprietary work used or provided by the Contractor to the City not specifically created and delivered pursuant to the Services outlined in this Agreement may be protected by a copyright held by the Contractor and the Contractor reserves all rights granted to it by any copyright. The City shall not reproduce, sell, or otherwise make copies of any copyrighted material, subject to the following exceptions: (1) for exclusive use internally by City staff and/or employees; or (2) pursuant to a request under the Colorado Open Records Act, § 24-72-203, C.R.S., to the extent that such statute applies; or (3) pursuant to law, regulation, or court order. The Contractor waives any right to prevent its name from being used in connection with the Services.

8.0 COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT AND OTHER LAWS CONCERNING ACCESSIBILITY

Consultant covenants that all designs, plans and drawings produced or utilized under this Agreement will address and comply with all federal, state and local laws and regulations regarding accessibility standards for persons with disabilities or environmentally limited persons including the following: the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 *et seq.* and the Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities ("ADAAG"); the Architectural Barriers Act, Pub. L. 90-480 (1968), and the Uniform Federal Accessibility standards ("UFAS"); and the Illinois Environmental Barriers Act, 410 ILCS 25/1 *et seq.*, and all regulations promulgated thereunder, *see* Illinois Administrative Code, Title 71, Chapter 1, Section 400.110.

If the above standards are inconsistent, Consultant must assure that its designs, plans, and drawings comply with the standard providing the greatest accessibility. Also Consultant must, prior to construction, review the plans and specifications to insure compliance with these standards. If Consultant fails to comply with the foregoing standards, the City may, without limiting any of its remedies set forth in Section 9.2 or otherwise available at law, in equity or by statute, require Consultant to perform again, at no expense, all Services required to be reperformed as a direct or indirect result of such failure.

9.0 CONFLICT OF INTEREST

The Contractor shall refrain from providing any services to other persons, firms, or entities that would create a conflict of interest for the Contractor with regard to providing the Services pursuant to this Agreement. The Contractor shall not offer or provide anything of benefit to any City official or employee that would place the official or employee in a position of violating the public trust as provided by C.R.S. § 24-18-109, as amended, or any City-adopted Code of Conduct or ethical principles.

10.0 REMEDIES

In addition to any other remedies provided for in this Agreement, and without limiting its remedies available at law, the City may exercise the following remedial actions if the Contractor substantially fails to perform the duties and obligations of this Agreement. Substantial failure to perform the duties and obligations of this Agreement shall mean a significant, insufficient, incorrect, or improper performance, activities or inactions by the Contractor. The remedial actions include:

- A. Suspend Contractor's performance pending necessary corrective actions as specified by the City;
- B. Withhold payment to the Contractor until the necessary Services or corrections in performance are satisfactorily completed; and/or
- C. Deny payment for those Services which have not been satisfactorily performed, and which, due to circumstances caused by the Contractor, cannot be performed, or if performed would be of no value to the City; and/or
- D. Recover actual and/or consequential damages; and/or
- E. Terminate this Agreement.

The foregoing remedies are cumulative and the City, at its sole discretion, may exercise any or all of the remedies individually or simultaneously.

11.0 MISCELLANEOUS PROVISIONS

- 11.1 **No Waiver of Rights.** A waiver by any 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. The City's approval or acceptance of, or payment for, Services shall not be construed to operate as a waiver of any rights or benefits to be provided under this Agreement. No covenant or term of this Agreement shall be deemed to be waived by the City except in writing signed and any written waiver of a right shall not be construed

to be a waiver of any other right or to be a continuing waiver unless specifically stated.

- 11.2 **No Waiver of Governmental Immunity.** Nothing in this Agreement shall be construed to waive, limit, or otherwise modify any governmental immunity that may be available by law to the City, its elected and appointed officials, employees, contractors, or agents, or any other person acting on behalf of the City and, in particular, governmental immunity afforded or available pursuant to the Colorado Governmental Immunity Act, Title 24, Article 10, Part 1 of the Colorado Revised Statutes.
- 11.3 **Equal Employment Opportunity.** The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to ensure applicants are employed, and employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- 11.4 **Binding Effect.** The Parties agree that this Agreement, by its terms, shall be binding upon the successors, heirs, legal representatives, and assigns; provided that this Section shall not authorize assignment.
- 11.5 **No Third Party Beneficiaries.** Nothing contained in this Agreement is intended to or shall create a contractual relationship with, cause of action in favor of, or claim for relief for, any third party, including any agent, sub-consultant or sub-contractor of the Contractor. Absolutely no third party beneficiaries are intended by this Agreement. Any third-party receiving a benefit from this Agreement is an incidental and unintended beneficiary only.
- 11.6 **Article X, Section 20/TABOR.** The Parties understand and acknowledge that the City is subject to Article X, § 20 of the Colorado Constitution ("TABOR"). The Parties do not intend to violate the terms and requirements of TABOR by the execution of this Agreement. It is understood and agreed that this Agreement does not create a multi-fiscal year direct or indirect debt or obligation within the meaning of TABOR and, therefore, notwithstanding anything in this Agreement to the contrary, all payment obligations of the City are expressly dependent and conditioned upon the continuing availability of funds beyond the term of the City's current fiscal period ending upon the next succeeding December 31. Financial obligations of the City payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of the City, and other applicable law. Upon the failure to appropriate such funds, this Agreement shall be terminated.

- 11.7 **Governing Law, Venue, and Enforcement.** This Agreement shall be governed by and interpreted according to the law of the State of Colorado. Venue for any action arising under this Agreement shall be in the appropriate court for Arapahoe County, Colorado. To reduce the cost of dispute resolution and to expedite the resolution of disputes under this Agreement, **the Parties hereby waive any and all right either may have to request a jury trial in any civil action relating primarily to the enforcement of this Agreement.** The Parties agree that the rule that ambiguities in a contract are to be construed against the drafting party shall not apply to the interpretation of this Agreement.
- 11.8 **Survival of Terms and Conditions.** The Parties understand and agree that all terms and conditions of the Agreement that require continued performance, compliance, or effect beyond the termination date of the Agreement shall survive such termination date and shall be enforceable in the event of a failure to perform or comply.
- 11.9 **Assignment and Release.** All or part of the rights, duties, obligations, responsibilities, or benefits set forth in this Agreement shall not be assigned by the Contractor without the express written consent of the City. Any written assignment shall expressly refer to this Agreement, specify the particular rights, duties, obligations, responsibilities, or benefits so assigned. No assignment shall release the Contractor from performance of any duty, obligation, or responsibility unless such release is clearly expressed in such written document of assignment.
- 11.10 **Headings.** The captions in this Agreement are for the convenience and reference of the Parties and are not intended in any way to define, limit or describe the scope or intent of this Agreement.
- 11.11 **Integration and Amendment.** This Agreement represents the entire and integrated agreement between the City and the Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral. Any amendments to this Agreement must be in writing and be signed by both the City and the Contractor.
- 11.12 **Severability.** Invalidity of any of the provisions of this Agreement or any paragraph, sentence, clause, phrase, or word herein or the application thereof in any given circumstance shall not affect the validity of any other provision of this Agreement.
- 11.13 **Employment of or Contracts with Illegal Aliens.** The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. The Contractor shall not contract with a subcontractor that fails to certify that the subcontractor does not knowingly employ or contract with any illegal aliens. By entering into this Agreement, the Contractor certifies as of the date of this Agreement that it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement and that the Contractor

will participate in the e-verify program or department program in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement. The Contractor is prohibited from using either the e-verify program or the department program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed. If the Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, the Contractor shall be required to notify the subcontractor and the City within three (3) days that the Contractor has actual knowledge that a subcontractor is employing or contracting with an illegal alien. The Contractor shall terminate the subcontract if the subcontractor does not stop employing or contracting with the illegal alien within three (3) days of receiving the notice regarding the Contractor's actual knowledge. The Contractor shall not terminate the subcontract if, during such three days, the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien. The Contractor is required to comply with any reasonable request made by the Department of Labor and Employment in the course of an investigation undertaken to determine compliance with this provision and applicable state law. If the Contractor violates this provision, the City may terminate this Agreement, and the Contractor may be liable for actual and/or consequential damages incurred by the City, notwithstanding any limitation on such damages provided by such Agreement.

- 11.14 **Notices.** Any notice required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by certified mail or registered mail, postage and fees prepaid, addressed to the Party to whom such notice is to be given at the address set forth below or at such other address as has been previously furnished in writing, to the other Party. Such notice shall be deemed to have been given when deposited in the United States Mail properly addressed to the intended recipient.

If to the City:**If to the Contractor:**

Human Resources Director City of Littleton 2255 W. Berry Avenue Littleton, Colorado 80120	WATERS & COMPANY 14285 MIDWAY ROAD, SUITE 340 ADDISON, TX 75001
With Copy to: City Attorney City of Littleton 2255 W. Berry Avenue Littleton, Colorado 80120	

12. INDEMNIFICATION AND HOLD HARMLESS

The Contractor expressly agrees to, and shall, indemnify and hold harmless the City and any of its elected and appointed officials, officers, agents, or employees from any and all claims, damages, liability, or court awards, including costs and reasonable attorney fees that are or may be awarded as a result of any loss, injury or damage sustained or claimed to have been sustained by anyone, including but not limited to, any person, firm, partnership, or corporation, to the extent caused by the negligent acts, errors or omissions of the Contractor or any of its employees, agents, partners, subcontractors, consultants, or others working on behalf of the Contractor in performance of the Services under this Agreement. Nothing in this paragraph shall constitute an agreement by the Contractor to indemnify or hold the City harmless for any omission or action by the City or any of its elected and appointed officials, officers, agents, or employees. By demanding this right to indemnification, the City in no way waives or limits its rights under the Colorado Governmental Immunity Act, C.R.S. § 24-20-101, *et. seq.*

13. AUTHORITY

The individuals executing this Agreement represent that they are expressly authorized to enter into this Agreement on behalf of City and the Contractor and bind their respective entities. THIS AGREEMENT is executed and made effective as provided above.

CITY OF LITTLETON, COLORADO

DocuSigned by:
By: B. O. B.
10761CE9A16B465...

ATTEST:

DocuSigned by:
By: Colleen Norton
CF35EE7F11B64D4...

APPROVED AS TO FORM

DocuSigned by:
By: [Signature]
4A3FB34EA4384FE...

Revised 060116

CONTRACTOR

DocuSigned by:
By: [Signature]
DDD1D30ABFC9400

Chuck Rohre
Senior Vice President

EXHIBIT A

To Agreement between the City and WATERS & COMPANY

1. Scope of Services. The Contractor hereby agrees to and accepts responsibility to perform the services described on the attached Exhibit B (Scope of Services/Proposal).
2. Time of Performance. Performance of the Services of the Contractor shall commence on 09/19/2016 and shall be completed, or shall end, by 03/19/2017.
3. Compensation. The City agrees to compensate the Contractor for the performance of the Services as described on the attached Exhibit B.

Exhibit B

SCOPE OF PROFESSIONAL SERVICES

W&C will provide professional services in the area of an executive recruitment for the position of City Manager. This Agreement includes W&C's commitment to provide all elements of the recruitment process, services, and conditions described in our proposal dated August 5, 2016, and attached as Exhibit C.

Phase	Description of Professional Services
Phase I	<u>Task 1</u> – Candidate Profile Development/Advertising/Marketing (includes one day on site by Project Team Leader). Task 1a. Web-based Community and Staff Survey <u>Task 2</u> – Identify Quality Candidates.
Phase II	<u>Task 3</u> – Screening of Applications and Submission of Recommended Semi-Finalists to Client. (includes one day onsite by Project Team Leader) <u>Task 4</u> – Reference Checks, Background Checks, and Academic Verifications.
Phase III	<u>Task 5</u> – Final Process/On-Site Interviews with Finalists (includes two days on site by Project Team Leader).
Conclusion	Acceptance of offer by candidate.

ALL-INCLUSIVE PROFESSIONAL FEE

1. The all-inclusive professional fee to conduct the recruitment is \$24,500.00 and includes the cost of professional services by the Project Team Leader and the project support staff, and all project-related expenses such as advertising, printing, candidate background and reference checks, and travel expenses for on-site visits by the Project Team Leader. The Web-based Community and Staff Survey will be an additional \$1650.00, all-inclusive. Travel expenses incurred by candidates for on-site interviews with the Client are not the responsibility of W&C and are handled directly by the client organization. The Client will make payments for the project upon receipt of an invoice submitted by W&C. Payment to W&C is due upon receipt. All invoices will be forwarded to the Client for processing unless otherwise directed. For reporting purposes, W&C's tax identification number is 47-1064404.
2. The all-inclusive professional fee will be billed in four installments; 30% of the fee will be billed at the beginning of the recruitment; 30% at the implementation of Phase I; 30% at the implementation of Phase II; and the final 10% upon acceptance of offer by the candidate.
3. Additional work related to the recruitment process and as specifically requested by the Client which is outside the scope of this project (i.e. additional on-site visits) will include an additional

Exhibit B

fee. The fixed professional fee for this recruitment anticipates no more than three on-site visits which include four consulting days with one consultant. However, we would be pleased to provide additional on-site consulting visits for our standard daily rate of \$1,500 plus expenses.

TRIPLE GUARANTEE

1. A commitment to remain with the recruitment assignment until you have made an appointment for the fee and tasks quoted in the proposal. If you are unable to make a selection from the initial group of finalists, W&C will work to identify a supplemental group until you find a candidate to hire.
2. Your executive recruitment is guaranteed for 24 months against termination or resignation. Within the first two years following the date of hire, the replacement recruitment will be repeated with no additional professional fee, but only for project-related expenses. Candidates appointed from within your organization do not qualify for this guarantee. This guarantee is subject to further limitations and restrictions of your state laws.
3. W&C will not solicit any candidates selected under this contract for any other position while the candidate is employed with your organization.

DEVOTION OF TIME

W&C shall devote such time to the performance of its duties under this Agreement as is necessary for the completion of all project phases.

PROJECT STAFFING

W&C shall assign Chuck Rohre, Senior Vice President, as the Project Team Leader and primary contact with the City of Littleton. No change will be made in this assignment without prior approval of the Client.



City of Littleton

5 (f)
Littleton Center
2255 West Berry Avenue
Littleton, CO 80120

Staff Communication

File #: Resolution 46-2016, Version: 1

Agenda Date: 10/18/2016

Subject:

A resolution of the City Council of the Littleton City of Littleton, Colorado, approving the City of Littleton Title VI Plan

Presented By: Wendy Heffner, City Clerk

POLICY QUESTION:

Does city council support approving a Title VI Plan for the Omnibus program?

BACKGROUND:

Title VI of the Civil Rights Act of 1964 protects people from discrimination based on race, color, and national origin in programs and activities receiving federal financial assistance. The Federal Transit Administration (FTA) provides financial assistance to develop new transit systems and improve, maintain, and operate existing systems. The FTA works to ensure nondiscriminatory transportation to enhance the social and economic quality of life for all Americans.

As a requirement of receiving any funds from the Colorado Department of Transportation (CDOT), the City of Littleton must have a Title VI Plan on file with the Division of Transit and Rail and this plan must be approved by CDOT's Civil Rights and Business Resource Center.

Title VI prohibits discrimination by recipients of federal financial assistance on the basis of race, color, and national origin, including the denial of meaningful access for limited English proficient persons. It prohibits, among other things, using "criteria or methods of administering its program which have the effect of subjecting individuals to discrimination based on their race, color, or national origin." In addition, Title VI and CDOT regulations prohibit recipients from intentionally discriminating against people on the basis of race, color, and national origin.

STAFF ANALYSIS:

The city applied for a grant from the FTA through CDOT's Division of Transit and Rail, to purchase two new Omnibuses. The city was awarded one of the 2015, 5310 Large Urban Awards. Approval of the grant agreement will replace two buses in the fleet - a 2006 and a 2008 14-passenger bus.

FISCAL IMPACTS:

Adopting this program will allow the city to accept the \$88,000 in grant funds.

STAFF RECOMMENDATION:

A Title VI Plan is required for the city to accept the funding; therefore, staff recommends approval.

PROPOSED MOTION:

I move to approve a resolution approving the City of Littleton Title VI Plan for the Omnibus program.

1 **CITY OF LITTLETON, COLORADO**

2
3 **Resolution No. 46**

4
5 **Series, 2016**

6
7 **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF**
8 **LITTLETON, COLORADO, APPROVING THE CITY OF LITTLETON TITLE VI**
9 **PLAN FOR THE OMNIBUS PROGRAM**

10
11 **WHEREAS**, the city applied to the Colorado Department of Transportation,
12 Division of Transit and Rail, for a Federal Transit Administration (FTA) Section 5310 Grant to
13 purchase two Omnibuses;

14
15 **WHEREAS**, Colorado Department of Transportation has awarded FTA Section
16 5310 Grant funds for the purchase of two Omnibuses and requires the city adopt a Title VI Plan
17 to receive such funds;

18
19 **WHEREAS**, Title VI of the Civil Rights Act of 1964 protects people from
20 discrimination based on race, color, and national origin in programs and activities receiving
21 federal financial assistance; and

22
23 **WHEREAS**, the city council desires to approve a Title VI Plan.

24
25 **NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF**
26 **THE CITY OF LITTLETON, COLORADO, THAT:**

27
28 The City of Littleton Title VI Plan for the Omnibus program is hereby approved.

29
30 **INTRODUCED, READ AND ADOPTED** at a regularly scheduled meeting of the
31 City Council of the City of Littleton, Colorado, on the 18th day of October, 2016, at 6:30 p.m. at
32 the Littleton Center, 2255 West Berry Avenue, Littleton, Colorado.

33
34 **ATTEST:**

35
36 _____
37 Wendy Heffner
38 CITY CLERK

36 _____
37 Bruce O. Beckman
38 MAYOR

39
40 **APPROVED AS TO FORM:**

41
42 _____
43 Ken S. Fellman
44 CITY ATTORNEY

Title VI Plan for CDOT FHWA Sub Recipient

CITY OF LITTLETON, STATE OF COLORADO

(Date)

Prepared by: Wendy Heffner, City Clerk

I. Non-Discrimination Policy Statement

It is the policy of the City of Littleton that no person shall on the grounds of race, color, national origin, sex, disability, or age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination in any operation of the City of Littleton as provided by Title VI of the Civil Rights Act of 1964 and related statutes.

This policy applies to all operations of the City of Littleton, including its contractors and anyone who acts on behalf of the City of Littleton. This policy also applies to the operations of any department or agency to which the City of Littleton extends federal financial assistance. Federal financial assistance includes grants, training, use of equipment, donations of surplus property, and other assistance.

Prohibited discrimination may be intentional or unintentional. Seemingly neutral acts that have disparate impacts on individuals of a protected group and lack a substantial legitimate justification are a form of prohibited discrimination. Harassment and retaliation are also prohibited forms of discrimination.

Examples of prohibited types of discrimination based on race, color, national origin, sex, disability, or age include: Denial to an individual any service, financial aid, or other benefit; Distinctions in the quality, quantity, or manner in which a benefit is provided; Segregation or separate treatment; Restriction in the enjoyment of any advantages, privileges, or other benefits provided; Discrimination in any activities related to highway and infrastructure or facility built or repaired; and Discrimination in employment.

Title VI compliance is a condition of receipt of federal funds. The Title VI Coordinator is authorized to ensure compliance with this policy, Title VI of the Civil Rights Act of 1964, 42 U.S.C § 2000d and related statutes, and the requirements of 23 Code of Federal Regulation (CFR) pt. 200 and 49 CFR pt. 21.

Deputy City Manager
Mike Braaten

Date

II. Organization, Staffing, and Structure

Deputy City Manager Mike Braaten is ultimately responsible for assuring full compliance with the provisions of Title VI of the Civil Rights Act of 1964 and related statutes and has directed that non-discrimination is required of all agency employees, contractors, and agents pursuant to 23 CFR Part 200 and 49 CFR Part 21.

The City of Littleton has delegated the position of Deputy City Manager to perform the duties of the Title VI Coordinator and ensure implementation of agency's Title VI program. The position of Deputy City Manager is located within the City Manager's Department.

The Title VI Coordinator is responsible for:

- Submitting a Title VI plan and annual reports on the agency's behalf;
- Developing procedures for the prompt processing and disposition of complaints;
- Investigating complaints, compiling a complaint log, and reporting to CDOT.
- Developing procedures for the collection and analysis of statistical data.
- Developing a program to conduct Title VI reviews of program areas;
- Conducting annual Title VI assessments of pertinent program areas;
- Developing Title VI information for dissemination;
- Establishing procedures for resolving deficiency status and reducing to writing the remedial action agreed to be necessary.

III. Primary Program Area Descriptions & Review Procedures

The Omnibus Program engages in the following program areas:

Program Area	General Description	Title VI/Non-Discrimination Concerns and Responsibilities	Review Procedures for Ensuring Non-Discrimination
The City of Littleton-Littleton Omnibus	An on-demand service, primarily for medical appointments, but also available for grocery, personal care, and recreation when seating is available. The City runs three Omnibuses per day, Monday through Friday. To ride the Omnibus the passenger must be a resident within the city limits of the City of Littleton and be 55 years of age or older or disabled.	There are no concerns at this time. We will continue to monitor the LEP population and continue to include LEP persons in our program.	Staff provides monthly reports on ridership on the Omnibus. LEP persons are included in the reports.

IV. Title VI Complaint Procedures

The complaint procedure is posted in the lobby of the Littleton Center and on the Littleton Omnibuses. The complaint procedure is available in English and Spanish.

Discrimination Complaint Procedure for the City of Littleton

Federal law prohibits discrimination on the basis of race, color, national origin, age, sex, or disability in any City of Littleton program or activity. This prohibition applies to all branches of the City of Littleton, its contractors, consultants, and anyone else who acts on behalf of the City of Littleton to the extent provided in Title VI of the Civil Rights Act of 1964.

Federal law requires that the City of Littleton investigate, track, and report discrimination complaints. Complaints must be filed in writing and will be investigated within sixty days of submission. If you need assistance to file your complaint or need interpretation services, please contact Mike Braaten, Deputy City Manager. (Agency's Title VI Coordinator).

Who is eligible to file a complaint?

Anyone who believes they have been excluded from participation in, denied the benefits of, or otherwise subjected to discrimination under any City of Littleton program or activity because of their race, color, national origin, age, sex, or disability may file a complaint.

Discrimination includes lack of access, harassment, retaliation and disparate impacts from a program or activity. Harassment includes a wide range of abusive and humiliating verbal or physical behaviors. Retaliation includes intimidating, threatening, coercing, or engaging in other discriminatory conduct against anyone because they filed a complaint or otherwise participated a discrimination investigation.

How do you file a complaint?

Complaints must be filed in writing within 180 days from the last date of the alleged discrimination. The City of Littleton will only process complaints that are complete.

Reasonable efforts will be made to assist persons with disabilities, non-English speakers, and others unable to file a written complaint. For assistance in filing a complaint, please contact the City Clerk at 303-795-3753.

Complaints may be submitted via mail or in person to:
City of Littleton Title VI Coordinator
Mike Braaten, Deputy City Manager
2255 West Berry Avenue
Littleton, CO 80120

Complaints may also be filed directly with the following agencies:

Colorado Department of Transportation
Civil Rights & Business Resource Center
4201 East Arkansas Ave., Room 150
Denver, CO 80222
dot_civilrights@state.co.us
Phone: (800) 925-3427
Fax: (303) 952-7088
dot_civilrights@state.co.us

Federal Highway Administration, Colorado Division
12300 West Dakota Avenue, Suite 180
Lakewood, Colorado 80228
Phone: (720) 963-3000
Fax: (720) 963-3001

What happens after a complaint is filed?

Title VI complaints must be investigated within sixty (60) days. Once a complaint is received the City will review it to determine if the City has jurisdiction. The complainant will receive an acknowledgement letter informing him/her whether the complaint will be investigated by the City of Littleton. If more information is required to resolve the case, the City may contact the complainant. The complainant then has ten (10) business days from the date of the letter to send any requested information to the investigator assigned to the case. If the investigator is not contacted by the complainant or does not receive the requested information within ten (10) business days, the City can administratively close the case.

After the investigator reviews the complaint they will issue either (1) a closure letter or (2) a letter of finding (LOF) to the complainant. A closure letter summarizes the allegations and states that there was no Title VI violation found and that the case will be closed. A letter of finding (LOF) summarizes the allegations and the interviews regarding the alleged incident and explains whether any disciplinary action, additional training for the staff member or other action will occur. If the complainant wishes to appeal the decision they have ten (10) days after receipt of the letter of closure or letter of finding to do so.

In some cases, complaints will be forwarded to either the Colorado Department of Transportation or the Federal Highway Administration for investigation. If your complaint is forwarded to one of these agencies, you will be provided the name and contact information of the employee handling your complaint.

Federal law prohibits retaliation against individuals because they have filed a discrimination complaint or otherwise participated in a discrimination investigation. Any alleged retaliation should be reported in writing to the investigator.

V. Title VI Complaint Form

City of Littleton TITLE VI COMPLAINT FORM

Section I:				
Name:				
Address:				
Telephone (Home):			Telephone (Work):	
Electronic Mail Address:				
Accessible Format Requirements?	Large Print		Audio Tape	
	TDD		Other	
Section II:				
Are you filing this complaint on your own behalf?			Yes*	No
*If you answered "yes" to this question, go to Section III.				
If not, please supply the name and relationship of the person for whom you are complaining:				
Please explain why you have filed for a third party: _____				
Please confirm that you have obtained the permission of the aggrieved party if you are filing on behalf of a third party.			Yes	No
Section III:				
I believe the discrimination I experienced was based on (check all that apply): [] Race [] Color [] National Origin Date of Alleged Discrimination (Month, Day, Year): _____ Explain as clearly as possible what happened and why you believe you were discriminated against. Describe all persons who were involved. Include the name and contact information of the person(s) who discriminated against you (if known) as well as names and contact information of any witnesses. If more space is needed, please use the back of this form. _____ _____ _____				

Section IV		
Have you previously filed a Title VI complaint with this agency?	Yes	No
Section V		
Have you filed this complaint with any other Federal, State, or local agency, or with any Federal or State court?		
<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, check all that apply: <input type="checkbox"/> Federal Agency: _____ <input type="checkbox"/> Federal Court _____ <input type="checkbox"/> State Agency _____ <input type="checkbox"/> State Court _____ <input type="checkbox"/> Local Agency _____		
Please provide information about a contact person at the agency/court where the complaint was filed.		
Name:		
Title:		
Agency:		
Address:		
Telephone:		
Section VI		
Name of agency complaint is against: City of Littleton		
Contact person: Mike Braaten		
Title: Deputy City Manager		
Telephone number: (303) 795-3720		

You may attach any written materials or other information that you think is relevant to your complaint.

Signature and date required below

Signature

Date

Please submit this form in person at the address below, or mail this form to:
 City of Littleton Title VI Coordinator
 2255 West Berry Avenue
 Littleton, CO 80120

VI. Data Collection

Describe your agency's process for collecting and analyzing data on the race, color, national origin, and sex of participants and beneficiaries of your agency's programs and activities. Examples include tracking the race/ethnicity of residents relocated through your agency's right of way program; tracking the race/ethnicity of members of the public participating in public meetings; and collecting U.S. Census data on populations impacted by your agency's projects.

Program Area	Type of Data Collected & Process for Collecting	Intended Outcome of Data Analysis (i.e. Title VI Purpose for Collecting the Data)
Littleton Omnibus	Survey of users every two years regarding service, fees, and customer satisfaction	To find satisfaction of service and analyzing data on the race, color, national origin, and sex of the riders
Meet, Eat and Greet	Monitoring who attends the meetings	Analyzing data on the race, color, national origin, and sex of the riders

VII. Public Participation

The City of Littleton is a member of Transport Solutions for Arapahoe County (T-SEC), a planning group that reaches out to low-income, non-English speaking, and citizens with disabilities. The City also posts the agendas of public meetings on the omnibuses and at all housing complexes under the South Metro Housing Option to keep passengers informed of meeting times and locations. The City's award-winning Immigration Resource Center assists people in becoming United States citizens and provides information regarding the Littleton Omnibus. The City formed the Littleton Transportation Network which conducts passenger surveys, discusses fees (the Omnibus service is free at this time but accepts donations), and is a member of T-SEC. Additionally, information is posted at 123 W. Power Circle, a Section 8 housing complex, and available at the four Meet, Eat, and Greet picnics, two of which are held in minority and low-income neighborhoods, the city holds each year. To accommodate LEP individuals, one of the Omnibus drivers is fluent in Spanish, and the city also provides an interpreter firm for passengers who need assistance in other languages, including sign language.

VIII. Notice of Rights

Notices are posted on the City of Littleton's website, at the Littleton Center, Municipal Courthouse, Bemis Library, on our brochure, and on the Littleton Omnibuses.

Notice to Beneficiaries (English)

Notifying the Public of Rights Under Title VI THE CITY OF LITTLETON

The City of Littleton operates its programs and services without regard to race, color, and national origin in accordance with Title VI of the civil Rights Act, any person who believes she or she has been aggrieved by any unlawful discriminatory practice under Title VI of may file a complaint with the City of Littleton.

For more information on the City of Littleton's civil rights program and the procedures to file a complaint, contact 303-795-3753; email wheffner@littletongov.org; or visit the city clerk's office at 2255 West Berry Avenue, Littleton, CO 80120. For more information, visit www.littletongov.org.

A complainant may file a complaint directly with the Federal Transit Administration by filing a complaint with the Office of Civil Rights, Attention: Title VI Program Coordinator, East Building, 5th Floor-TCR, 1200 New Jersey Avenue, SE, Washington, DC 20590

If information is needed in another language, contact 303-795-3753

Notificar al público de los derechos en virtud del Título VI, LA CIUDAD DE LITTLETON

La Ciudad de Littleton opera sus programas y servicios, sin distinción de raza, color y origen nacional en conformidad con el título VI de la Ley de derechos civiles, cualquier persona que cree que ella o ella ha sido agraviada por cualquier práctica discriminatoria ilícita en virtud del título VI del puede archivar una queja con la ciudad de Littleton.

Para más información sobre la ciudad de Littleton derechos civiles del programa y los procedimientos para presentar una queja, póngase en contacto con 303-795-3753; correo electrónico Wheffner@littletongov.org; o visitar la oficina del secretario de la ciudad en 2255 West Berry Avenue, Littleton, CO 80120. Para obtener más información, visite www.littletongov.org.

Un demandante puede presentar una queja directamente con la Administración Federal de Tránsito por archivar una queja con la Oficina de Derechos Civiles, Atención: Título VI, coordinador del programa de este edificio, piso 5-TCR, 1200 New Jersey Avenue, SE, Washington, DC 20590

Si la información es necesaria en otro idioma, póngase en contacto con 303-795-3753

Language Assistance Plan

Introduction – Limited English Proficiency

Most individuals living in the United States read, write, speak, and understand English. There are many people, however, for whom English is not their primary language. If these individuals have a limited ability to read, write, speak, or understand English, they have limited English proficiency or “LEP” (here, “LEP persons”). Language for LEP persons can be a barrier to accessing important benefits or services, understanding and exercising important rights, or complying with applicable responsibilities.

To further our understanding in this area, the staff has conducted an individualized assessment balancing the following four factors: (1) the number or proportion of LEP persons eligible to be served or likely to be encountered; (2) the frequency with which LEP persons come in contact with the Omnibus; (3) the nature and importance of the City’s program, activity, or service; and (4) the City’s available resources. The City has developed and implemented this Plan to address the identified needs of LEP populations served by the City.

Identifying LEP Individuals Who Need Language Assistance

In order to provide meaningful access to LEP persons, the City must first identify those who need language assistance. City staff may identify people who are LEP persons through communication in written, telephonic or face-to-face form.

- **In person.** The City has posted an *I Speak* poster in its reception area, which is an effective tool for an LEP person to communicate the language the person speaks. City staff will direct people to the *I Speak* poster when it is apparent that they are having difficulty speaking or understanding English. The staff member will then utilize the language services described in this Plan. (See attachment A)
- **In writing.** If a staff member receives a written communication in a foreign language, the staff member will contact the Deputy City Manager or designee to determine the best way to proceed.
- **Telephone.** If a staff member receives a telephone call from a person who speaks a foreign language or ASL, or has a speech or language disability, and is having difficulty communicating in English, the staff member will use an interpreter to communicate.
- **Record keeping.** When staffers are likely to have repeated contacts with a person who is LEP (e.g., ongoing intake or complaint investigation), staffers will make appropriate notations in the paper and electronic files identifying the person as LEP, indicating the language spoken and listing the language assistance tools requested and utilized.

Oral Language Assistance – Interpreting

Interpretation is the act of listening to something in one language and verbally translating it into another language. In the case of ASL, interpretation is the act of viewing language in sign language and verbally translating it into another language. In the case of certain hearing or speech disabilities, interpreters or facilitators can assist a person with effective communication. The City offers language-interpreting services to all persons with LEP at no cost to the person with LEP.

- City staff will offer an interpreter as soon as it is apparent that a person has a limited ability to read, write, speak, or understand English. An LEP person who is a companion of a person seeking services from the City may also request interpreting assistance.
- Interpreters will be scheduled as quickly as possible.
- Any staff member making the determination that an interpreter is needed may make the arrangements.
- All requests for interpreters, written or oral, will be documented in the appropriate paper and electronic files.
- City staff will ensure that each interpreter:
 - Is proficient (or, in the case of ASL interpreters, properly licensed) in communicating information accurately in both English and in the other language and using the appropriate mode of interpreting (i.e. consecutive, simultaneous, summarization and site translation);
 - Has knowledge in both languages of any specialized terms used in connection with City's programs, services, and activities;
 - Understands and complies with the City's confidentiality requirements;
 - Conducts herself or himself impartially; and
 - Understands and adheres to her or his role as interpreter without deviating into the role of counselor, legal advisor, or other role.
- If staff will be discussing documents with a person with LEP, they will give the interpreter adequate opportunity to review the documents prior to the discussion and any questions about the documents will be addressed. Staff will discuss any specialized terms with the interpreter.
- The following types of oral interpreting services will be used:

Telephone Interpreter Services

- A. Foreign Language Interpreting. The City has signed up for the Language Line interpreting service. This service offers “over-the-phone” interpretation, 24 hours per day, seven days per week, in more than 140 languages. There is a per-minute charge for use of the line. The Language Line is the preferred foreign language interpreting service. (See attachment B)

B. Interpreters for hearing or speech disabilities through ASL, transliteration, cued speech or another communication method:

1. For telephone calls only, via Relay Service. The federal and state governments have established free Relay services to provide persons with communication disabilities access to landline phone service. This service can be accessed by dialing 711 or via the internet. It provides persons with hearing or speech disabilities with access to communication supports or ASL interpreters.
2. For in-person visits, it may be possible to use video remote interpreting (“VRI”) rather than an in-person interpreter.

C. City staff will use either the Language Line or Relay Service as follows:

- When it is not possible to communicate effectively with a person on the telephone or when the caller requests an interpreter;
- To identify the language being spoken by an individual if you are not able to do so in another fashion;
- If staff interpreters are not present and face-to-face interpreters are not available (but not for ASL, when video remote interpreting may be used); and
- In order to communicate that an appointment will be set up and an interpreter provided.

Attachment C is the Language Line Quick Reference Guide. Staff will keep a copy of this near their phone and will utilize it when using telephone interpreting. Staff will need to use a speaker phone for in-person contacts and one with conference call capabilities for phone calls. Staff will be familiar with the speaker and conference call feature of their phones.

Staff Interpreters

The City does not currently employ staff interpreters. Because of the infrequent contact with persons with LEP, the City has not targeted interpreters in its hiring practices (e.g. hiring staff interpreters or preference for interpreters when hiring in other positions). The City will continue to monitor changes in the LEP population in the State and assess the need to target interpreters in its hiring practices or hire staff interpreters. The City does employ an Omnibus Driver who is fluent in Spanish. That driver will be utilized by the City to communicate with constituents who are LEP who speak Spanish.

Face-to-Face Contract Interpreters

An in-person, face-to-face interpreter will be provided by the City when an in-person meeting with a person who is LEP is scheduled. Staff will obtain prior approval from the Deputy City Manager for face-to-face interpreter services.

Staff will notify Wendy Heffner, City Clerk, of the estimated expenditure for all interpreters.

Informal Interpreters

The City discourages the use of family members (particularly children), friends, and other informal interpreters to interpret for persons with LEP. In certain circumstances, these individuals may not be competent, and issues of confidentiality, privacy, or conflict of interest may arise. Nevertheless, if a person with LEP requests that she or he be permitted to use an informal interpreter after the City has offered a free, professional interpreter, the City will respect the person's wishes and allow it, except that a minor child may not be used to interpret other than in an emergency involving an imminent threat to the safety or welfare of an individual or the public where there is no interpreter available. The offer of a free, professional interpreter will be documented in the paper and electronic file. Depending on the circumstances, even if an informal interpreter is used, staff may nevertheless choose to have a professional interpreter present, such as to protect the City's interests. If unsure, staff will consult with the Deputy City Manager

Language Assistance Measures

As the need arises, we will consider the following to respond to LEP needs:

The City will seek funding to translate these documents into Spanish and French. In selecting translators, the City will bear in mind that the skill of translating is different from the skill of interpreting. Nevertheless, like interpreters, translators must be competent. Competency does not necessarily mean formal certification as a translator, but certification is preferable. If a translator is not certified, membership in a professional translation association may be another indicator of competence.

- The City of Littleton will have copies of "I Speak Poster" on hand if needed;
- The City of Littleton will develop Spanish versions of marketing materials, public notices, and related information, as appropriate;
- The City of Littleton will have copies of CDOT's "Basic Spanish for Transit Employees" and distribute to drivers and customer service staff, as appropriate;
- Become familiar with Language Line Services at <http://www.language-line.com>;
- Use CDOT's new translation service when it becomes available to translate more documents into Spanish;
- Identify other community resources such as agencies serving LEP persons which may have resources to share.

2010 Census

Ethnicity

	CO - Littleton city
Hispanic or Latino	5,187
Not Hispanic or Latino	36,550

Race

	CO - Littleton city
White	37,149
African American	586
Asian	909
AIAN	347
NHPI	26
Some Other Race	1,630
Two or more Races	1,090

Training

City staff that will be trained in this Plan as a part of their new employee orientation, on at least an annual basis, and after substantive changes.

Notice to LEP Persons

In order to ensure that LEP persons know that the language services described in this Plan are available, the City will post notices on its website and in its lobby in the five most common languages that free language assistance is available.

The City will continue to explore and implement other outreach efforts and will keep staff informed.

The City will continue to monitor its LEP services in light of state and federal requirements, changes to the City's documents and procedures, changes to the composition of the State's LEP population, and the effectiveness of its language translation services. This Plan will be updated periodically based on the City's findings.

Attachment A

Q

Qanjobal

Ayin tí chí wal q' anjob' al

Quiche

In kinch'aw k'uin ch'e quiche

R

Romanian

Vorbesc românește

Russian

Я говорю по-русски

S

Serbian

Ja говорим српски

Sign Language



Slovak

Hovorim po slovensky

Slovenian

Govorim slovensko

Somali

Waxaan ku hadlaa af-Soomaali

Spanish

Yo hablo español

Swahili

Ninaongea Kiswahili

Swedish

Jag talar svenska

T

Tagalog

Marunong akong mag-Tagalog

Tamil

நான் தமிழ் பேசுவேன்

Thai

พูดภาษาไทย

Turkish

Türkçe konuşurum

U

Ukrainian

Я розмовляю українською мовою

Urdu

میں اردو بولتا ہوں

V

Vietnamese

Tôi nói tiếng Việt

W

Welsh

Dwi'n siarad

X

Xhosa

Ndithetha isiXhosa

Y

Yiddish

איך רעד יידיש

Yoruba

Mo nso Yooba

Z

Zulu

Ngiyasikhuluma isiZulu

I Speak...

Language Identification Guide

I

Icelandic

Ég tala íslensku

Ilocano

Agsaonak ti Ilokano

Indonesian

saya bisa berbahasa Indonesia

Italian

Parlo italiano

J

Japanese

私は日本語を話す

K

Kackchiquel

Quin ch'agüic'á ká ch'ábal'ruin'í

Korean

한국어 합니다

Kurdish

man Kurdii zaanim

Kurmanji

man Kurmaanji zaanim

L

Latvian

Es runāju latviski

Lithuanian

Aš kalbu lietuviškai

M

Mam

Bán chiyola tuj kíyol mam

Mandarin

我講國語 (Traditional)

我讲国语/普通话 (Simplified)

Mon

මම මාතලේ ආයුර්වේද උපදෙස් දෙමි

N

Norwegian

Jeg snakker norsk

P

Persian

من فارسی صحبت می کنم

Polish

Mówię po polsku

Portuguese

Eu falo português do Brasil (for Brazil)

Eu falo português de Portugal (for Portugal)

Punjabi

ਮੈਂ ਪੰਜਾਬੀ ਬੋਲਦਾ/ਬੋਲਦੀ ਹਾਂ।

A

Amharic

እኔ አማርኛ ነው ምናገረው

Arabic

أنا أتحدث اللغة العربية

Armenian

Ես խոսում եմ հայերեն

B

Bengali

আমি বাংলা কথা বলতে পারি

Bosnian

Ja govorim bosanski

Bulgarian

Аз говоря български

Burmese

ကျွန်တော်/ကျွန်းမ မြန်မာလို ပြောတတ်ပါတယ်

C

Cambodian

ខ្ញុំនិយាយភាសាខ្មែរ

Cantonese

我講廣東話 (Traditional)

我讲广东话 (Simplified)

Catalan

Parlo català

Croatian

Govorim hrvatski

Czech

Mluvím česky

D

Danish

Jeg taler dansk

Dari

من دری حرف می زنم

Dutch

Ik spreek het Nederlands

E

Estonian

Ma räägin eesti keelt

F

Finnish

Puhun suomea

French

Je parle français

G

German

Ich spreche Deutsch

Greek

Μιλώ τα ελληνικά

Gujarati

હું ગુજરાતી બોલું છું

H

Haitian Creole

M pale kreyòl ayisyen

Hebrew

אני מדבר עברית

Hindi

मैं हिंदी बोलता हूँ।

Hmong

Kuv has lug Moob

Hungarian

Beszélék magyarul

Executive Order 13166 requires DHS to take reasonable steps to provide meaningful access to its programs and activities for persons with limited English proficiency and - as also required by Title VI of the Civil Rights Act of 1964 - to ensure that recipients of federal financial assistance do the same.

I Speak is provided by the Department of Homeland Security Office for Civil Rights and Civil Liberties (CRCL). Other resources at www.lep.gov

Contact the DHS Office for Civil Rights and Civil Liberties' CRCL Institute at CRCLTraining@dhs.gov for digital copies of this poster or a "I Speak" booklet.

Download copies of the DHS LEP plan and guidance to recipients of financial assistance at www.dhs.gov/crcl



Homeland
Security

Phone Interpreting Languages

Some languages may not be available at the time of your call. Not all languages are available in all regions. Additional languages and dialects may be available. Rare languages may require additional interpreter connect time or may require an appointment. If you have a question regarding language availability, please contact your Account Executive or Customer Care.

Acholi	Dinka	Jakartanese	Mbay	Shona
Afar	Duala	Jamaican Patois	Mien	Sichuan Yi
Afrikaans	Dutch	Japanese	Mirpuri	Sicilian
Akan	Dzongkha	Javanese	Mixteco	Sinhala
Akateko	Edo	Jingpho	Mizo	Slovak
Albanian	English	Jinyu	Mnong	Slovene
Amharic	Estonian	Juba Arabic	Mongolian	Soga
Anuak	Ewe	Jula	Moroccan Arabic	Somali
Apache	Farsi		Mortlockese	Soninke
Arabic	Fijian	Kamba	Napoletano	Sorani
Armenian	Fijian Hindi	Kanjobal	Navajo	Spanish
Assyrian	Finnish	Kannada	Nepali	Sudanese Arabic
Azerbaijani	Flemish	Karen	Ngambay	Sunda
Bahasa	French		Nigerian Pidgin	Susu
Bahdini	French Canadian	Kayah	Norwegian	Swahili
Bahnar	Fukienese	Kazakh	Nuer	Swedish
Bajuni	Fulani	Kham	Nupe	Sylheti
Bambara	Fuzhou	Khana	Nyanja	Tagalog
Bantu	Ga	Khmer	Nyoro	Taiwanese
Barese	Gaddang	K'iché	Ojibway	Tajik
Basque	Gaelic-Irish	Kikuyu	Oromo	Tamil
Bassa	Gaelic-Scottish	Kimiuru	Palauan	Telugu
Belorussian	Garre	Koho	Pampangan	Thai
Bemba	Gen	Korean	Papiamento	Tibetan
Benaadir	Georgian	Kpelle	Pashto	Tigre
Bengali	German	Krahn	Plautdietsch	Tigrigna
Berber	Gheg	Krio	Pohnpeian	Toishanese
Bosnian	Gokana	Kunama	Polish	Tongan
Bravanese	Greek	Kurmanji	Portuguese	Tooro
Bulgarian	Gujarati	Laotian	Portuguese Brazilian	Turkish
Burmese	Gulay	Latvian	Portuguese Cape Verdean	Turkmen
Cantonese	Gurani	Liberian Pidgin	Pugliese	Tzotzil
Catalan	Haitian Creole	English	Pulaar	Ukrainian
Cebuano	Hakka China	Lingala	Punjabi	Urdu
Chaldean	Hakka Taiwan	Lithuanian	Putian	Uyghur
Chamorro	Hassaniyya	Luba-Kasai	Quechua	Uzbek
Chaochow	Hausa	Luganda	Quichua	Vietnamese
Chin Falam	Hebrew	Luo	Rade	Visayan
Chin Hakha	Hiligaynon	Maay	Rakhine	Welsh
Chin Mara	Hindi	Macedonian	Rohingya	Wodaabe
Chin Matu	Hindko	Malay	Romanian	Wolof
Chin Senthang	Hmong	Malayalam	Rundi	Wuzhou
Chin Tedim	Hunanese	Maltese	Russian	Yemeni Arabic
Chipewyan	Hungarian	Mam	Rwanda	Yiddish
Chuukese	Ibanag	Mandarin	Samoan	Yoruba
Cree	Icelandic	Mandinka	Seraiki	Yunnanese
Croatian	Igbo	Maninka	Serbian	Zapoteco
Czech	Ilocano	Manobo	Shanghainese	Zarma
Danish	Indonesian	Marathi		Zyphe
Dari	Inuktitut	Marka		
Dewoin	Italian	Marshallese		

FOR MORE INFORMATION

www.LanguageLine.com / 1-800-752-6096

Translation and Localization Top Requested Languages

More than 200 languages and dialects are available.

Afrikaans	Farsi	Khmer	Serbian
Albanian	Finnish	Korean	Sinhalese
Amharic	French (Belgian)	Laotian	Slovak
Arabic	French (Canadian)	Latvian	Somali
Bahasa	French (Euro)	Lithuanian	Spanish (Iberian)
Bengali	German	Macedonian	Spanish (Latin)
Bosnian	Greek	Malay	Sudanese Arabic
Bravanese	Gujarati	Malayalam	Swedish
Bulgarian	Haitian Creole	Mandinka	Tagalog
Catalan	Hebrew	Marathi	Tamil
Chinese (Simplified)	Hindi	Norwegian	Telegu
Chinese (Trad-HK)	Hmong	Oromo	Thai
Chinese (Traditional)	Hungarian	Polish	Turkish
Croatian	Icelandic	Portuguese	Ukrainian
Czech	Italian	Punjabi	Urdu
Danish	Japanese	Romanian	Vietnamese
Dutch	Javanese	Russian	
Estonian	Kashmiri		
Euro English	Kazakh		

FOR MORE INFORMATION

www.LanguageLine.com / 1-888-763-3364

InSightSM Video Interpreting Languages

Video interpreting is offered in the top 34 most requested languages and American Sign Language. Audio-only interpreting is also available in 240 languages.

Albanian	Greek	Korean	Romanian
American Sign Language	Haitian Creole	Laotian	Russian
Arabic	Hebrew	Lithuanian	Somali
Armenian	Hindi	Malay	Spanish
Bengali	Hmong	Mandarin	Tagalog
Burmese	Italian	Nepali	Thai
Cantonese	Japanese	Polish	Turkish
French	Karen	Portuguese	Vietnamese
German	Khmer	Punjabi	

FOR MORE INFORMATION

www.LanguageLine.com / 1-800-752-6096

LanguageLine Quick Reference Guide

FOLLOW THESE THREE EASY STEPS TO CONNECT TO A PROFESSIONAL INTERPRETER

1. Dial **1-888-808-9008**
2. Enter your **8-digit PIN Number 67697117** at the prompt, then clearly state the name of the language you need (for example Spanish).
3. You'll be asked if you need us to dial a third party number for you (either international or domestic at no additional charge). Say yes to be connected to our agent who will dial the number for you. Say no and you'll go straight to a professional interpreter.



City of Littleton

Staff Communication

5 (g)

Littleton Center
2255 West Berry Avenue
Littleton, CO 80120

File #: ID# 16-245, Version: 1

Agenda Date: 10/18/2016

Subject:

Certification of the October 4, 2016 regular meeting minutes

Presented By: Wendy Heffner, City Clerk

CITY CLERK'S CERTIFICATION:

I hereby certify that I have reviewed the video recording for the October 4, 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 October 4, 2016 video as the minutes for the October 4, 2016 regular meeting of the City Council.



City of Littleton

Littleton Center
2255 West Berry Avenue
Littleton, CO 80120

Meeting Minutes

City Council

Tuesday, October 4, 2016

6:30 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

Mayor Pro Tem Brinkman moved and Council Member Hopping seconded to amend the agenda to postpone consideration of agenda items 5(a) to 5(e); ordinances 3, 16, 17, 18, and 19, abolishing the Littleton Invests for Tomorrow Urban Renewal Authority and repealing, the Columbine Square, Littleton Blvd., North Broadway and Santa Fe Urban Renewal Plans to December 6. The vote is 3-4 with Mayor Beckman and Council Members Clark, Cole, and Valdes voting no. The motion fails.

4. Public Comment

Public Comment on Consent Agenda and General Business items

John Spencer - Abolishing LIFT / opposed

Carol Brzeczek - Motions being made that are not on the agenda / Transparency / Abolishing LIFT / Corridor Plan

Kyle Schlecter - Repealing Urban Renewal Plans / opposed

Kim Glidden - The Big Wonderful / objects to having them participate the evening of the Candlelight Walk

Don Bruns - LIFT / Urban Renewal - in favor of abolishment/repealing plans

Paul Bingham - LIFT and Urban Renewal / 39 new development proposals on the city website

John Needell - President & Chief Investment Officer of Redwood-Kairos Partners, owners of Columbine Square / Notification

Norman Stucker - Urban Renewal/transparency

Pam Chadbourne - Urban Renewal

5. Consent Agenda Items

- a) [Ordinance 17-2016](#) An ordinance on second reading repealing the city's Littleton Boulevard Urban Renewal Plan

Mayor Pro Tem Brinkman moved and Council Member Cole seconded to approve the ordinance repealing the city's Littleton Boulevard 17-2016 Urban Renewal Plan on first reading and to schedule the second reading and public hearing on December 6, 2016 at 6:30 p.m. in the Council Chamber. The vote is 5-2 with Mayor Beckman and Council Member Clark voting no. The motion carries.

Aye: 5 - Mayor Pro Tem Brinkman, Council Member Cernanec, Council Member Cole, Council Member Hopping and Council Member Valdes

Nay: 2 - Mayor Beckman and Council Member Clark

- b) [Ordinance 18-2016](#) An ordinance on second reading repealing the city's North Broadway Urban Renewal Plan

Council Member Cole moved and Council Member Cernanec seconded to approve the ordinance repealing the city's North Broadway Urban Renewal Plan on first reading and to schedule the second reading and public hearing for December 6, 2016 at 6:30 p.m. in the Council Chamber. The vote is 5-2 with Mayor Beckman and Council Member Clark voting no. The motion carries.

Aye: 5 - Mayor Pro Tem Brinkman, Council Member Cernanec, Council Member Cole, Council Member Hopping and Council Member Valdes

Nay: 2 - Mayor Beckman and Council Member Clark

- c) [Ordinance 19-2016](#) An ordinance on second reading repealing the city's Santa Fe Urban Renewal Plan

Mayor Pro Tem Brinkman moved and Council Member Cole seconded to approve the ordinance repealing the city's Santa Fe Urban Renewal Plan on first reading and to schedule the second reading and public hearing for December 6, 2016 at 6:30 p.m. in the Council Chamber. The vote is 5-2 with Mayor Beckman and Council Member Clark voting no. The motion carries.

Aye: 5 - Mayor Pro Tem Brinkman, Council Member Cernanec, Council Member Cole, Council Member Hopping and Council Member Valdes

Nay: 2 - Mayor Beckman and Council Member Clark

- d) [Ordinance 16-2016](#) An ordinance first reading repealing the city's Columbine Square Urban Renewal Plan

Council Member Valdes moved and Council Member Cernanec seconded to deny the ordinance repealing the Columbine Square Urban Renewal Plan on first reading. The vote is 4-3, with Mayor Beckman and Council Members Clark and Cole voting no. The motion carries.

Aye: 4 - Mayor Pro Tem Brinkman, Council Member Cernanec, Council Member Hopping and Council Member Valdes

Nay: 3 - Mayor Beckman, Council Member Clark and Council Member Cole

- e) [Ordinance 03-2016](#) An ordinance on second reading abolishing the Littleton Invests for Tomorrow Urban Renewal Authority pursuant to C.R.S. § 31-25-115(2)
- Council Member Cernanec moved and Council Member Hopping seconded to postpone on first reading the ordinance abolishing LIFT indefinitely. The vote is 3-4, with Mayor Beckman and Council Members Clark, Cole and Valdes voting no. The motion fails.**
- Council Member Clark moved and Mayor Pro Tem Brinkman seconded on first reading abolishing the Littleton Invests for 03-2016 Tomorrow Urban Renewal Authority pursuant to C.R.S. § 31-25-115(2) on first reading and scheduling the public hearing and second reading on December 6, 2016 at 6:30 p.m. at the Littleton Center in the Council Chamber. The vote is 7-0. The motion carries unanimously.**
- Aye:** 7 - Mayor Pro Tem Brinkman, Council Member Cernanec, Mayor Beckman, Council Member Clark, Council Member Cole, Council Member Hopping and Council Member Valdes

- j) [ID# 16-225](#) Certification of the September 16, 2016 regular meeting minutes
- Council Member Cernanec moved and Mayor Pro Tem Brinkman seconded to approve the certification of the September 16, 2016 regular meeting minutes. The vote is 6-1, with Council Member Clark voting no. The motion carries.**
- 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

Approval of the Consent Agenda

Council Member Cernanec moved and Council Member Valdes seconded to approve consent agenda items 5(f), 5(g), 5(h) and 5(i). The vote is 7-0. The motion carries unanimously.

- 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) [Ordinance 23-2016](#) An ordinance on second reading to approve a services agreement and joinder agreement with the Colorado Information Sharing Consortium (CISC) and Numerica for a law enforcement data warehouse.
- Approved on first reading**

- g) [Resolution 43-2016](#) A resolution authorizing an intergovernmental agreement to participate in a multi-jurisdictional task force known as the Arapahoe County Narcotics Team
- Approved**

- h) [Resolution 48-2016](#) A resolution approving an Intergovernmental Agreement with the Arapahoe County Sheriff for use of the Arapahoe County Driving Track Facility
Approved
- i) [Resolution 50-2016](#) A resolution approving an Intergovernmental Agreement between Littleton Public Schools and the City of Littleton for School Resource Officers
Approved

6. Ordinances for Second Reading and Public Hearing

- a) [Ordinance 15-2016](#) An ordinance on second reading amending title 2 of the city code to change the name of the planning board to planning commission and making associated amendments throughout the city code.
Pat Cronenberger - in favor of changing the name to Planning Commission
- Council Member Clark moved and Council Member Cole seconded to approve on second reading amending title 2 of the city code to 15-2016 change the name of the planning board to planning commission and making associated amendments throughout the city code. The vote is 7-0. The motion carries unanimously.**
- Aye:** 7 - Mayor Pro Tem Brinkman, Council Member Cernanec, Mayor Beckman, Council Member Clark, Council Member Cole, Council Member Hopping and Council Member Valdes

7. General Business

- a) [Resolution 54-2016](#) A resolution appointing an acting city attorney, approving a legal services agreement and increasing the hours of the assistant city attorney
- Council Member Clark moved and Council Member Valdes seconded to approve Resolution appointing an acting city attorney, approving a legal services agreement and increasing the hours of the assistant city attorney. The vote is 7-0. The motion carries unanimously.**
- Aye:** 7 - Mayor Pro Tem Brinkman, Council Member Cernanec, Mayor Beckman, Council Member Clark, Council Member Cole, Council Member Hopping and Council Member Valdes

8. Public Comment

Jerry Hill - LIFT
Don Bruns - LIFT / Urban Renewal
Pam Chadbourne - Columbine Square
Carol Brzecezk - Urban Renewal

9. Comments / Reports

- a) City Manager

b) Council Members

c) Mayor

10. Executive Session

C.R.S. 24-6-402(4)(b) and Section 27 of the City Charter, for the purpose of conferring with the city attorney and receiving legal advice regarding Kasko, LLC v. Littleton - Case No. 16-cv-01734-RBJ

Mayor Beckman moved and Mayor Pro Brinkman seconded to convene to an executive session provided by C.R.S. 24-6-402(4)(b) and Section 27 of the City Charter, for the purpose of conferring with the city attorney and receiving legal advice regarding Kasko, LLC v. Littleton - Case No. 16-cv-01734-RBJ. The vote is 7-0. The motion carries unanimously.

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

11. Adjournment

Mayor Beckman adjourned the meeting at 10:36 p.m.

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.