



CITY COUNCIL

WORKSHOP AND REGULAR MEETING AGENDA

September 2, 2020
7:00 PM
202 Railroad Avenue, Rifle, CO

7:00 PM - Regular Meeting

1. Call to Order & Roll Call

2. Pledge of Allegiance

3. Public Comment *(maximum time permitted for Public Comment is 3 minutes per person)

3.a. Instructions to Participate / Citizen Comments - for items not listed as public hearings on the agenda

4. Consent Agenda

4.a. Minutes of the July 1, 2020 Regular Meeting

4.b. Liquor License Renewal

4.c. Consider amending Chapter 8, Article 1 of the Rifle Municipal Code for the regulation of accidents, accident reports and the nuisance exhibition of motor vehicle exhaust - Ordinance No.9, Series of 2020 - 2nd Reading.

5. Presentation

5.a. Receive presentation from YouthZone

6. Regular Agenda

6.a. Approve JAG Grant for Police Department - Impact Team

6.b. Consider Approval of Wastewater System SCADA Upgrades

6.c. Consider Design & Construction Management of an additional 0.5 MG Water Storage Tank for the Airport Service Area

6.d. Consider Landscape Design services contract for I-70 Exit 90 Beautification

- 6.e. Consider First Amended 7-Party Memorandum of Understanding regarding Garfield County Senior Programs for 2020

7. Administrative Reports

8. Executive Session

9. Adjournment



Agenda Item #3.a.

Agenda Item Name:

Instructions to Participate / Citizen Comments - for items not listed as public hearings on the agenda

Presenter:

Item Description:

Citizen Comments - for items not listed as public hearings on the agenda.

Please limit comments to 3 minutes. Please see instructions below.

Electronic Meeting Participation:

Please click the link below to join the webinar:

[Click here to join electronic meeting](http://www.rifleco.org/ElectronicMeetings) or (www.rifleco.org/ElectronicMeetings)

Password: 929942

Participate by phone:

Dial: 1 301 715 8592 or 1 312 626 6799 / Webinar ID: 416 406 740

If you are participating electronically and would like to make a citizen comment during the City Council Meeting, please raise your hand on Zoom we will call on you during that portion of the meeting. During the meeting, you will be asked to state your name and if you live in the city limits of Rifle.

Recommended Action:

Fiscal Impact:

None

Operational Impact:

None

Prior Board Motions:

None

Background Information:

None

Executive Summary:

Notification Requirements:

None

Prepared By:

Kristy Doll, CMC, City Clerk

Attachments:

None



Agenda Item #4.a.

Agenda Item Name:

Minutes of the July 1, 2020 Regular Meeting

Presenter:

Kristy Doll, CMC, City Clerk

Item Description:

Minutes of the July 1, 2020 Regular Meeting

Recommended Action:

I move to approve the minutes of the July 1, 2020 City Council Regular Meeting

Fiscal Impact:

None

Operational Impact:

None

Prior Board Motions:

None

Background Information:

None

Executive Summary:

Minutes of the July 1, 2020 Regular Meeting

Notification Requirements:

None

Prepared By:

Misty Williams, Administrative Assistant

Attachments:

1. 07.01.2020 MINUTES

RIFLE CITY COUNCIL MEETING

Wednesday, July 1, 2020

REGULAR MEETING

7:00 p.m. * Council Chambers

A regular meeting of the Rifle City Council was called to order at 7:00 p.m. by Mayor Barb Clifton. This Rifle City Council meeting was posted as an electronic meeting and is being held as an electronic meeting.

PRESENT AT ROLL CALL PARTICIPATING FROM THE COUNCIL CHAMBERS:

Councilors Joe Carpenter, Brian Condie, Joe Elliott, Theresa Hamilton, Sean Strobe and Mayor Barb Clifton.

PRESENT AT ROLL CALL PARTICIPATING PRESENT ELECTRONICALLY:

Councilors Ed Green.

OTHERS PRESENT: City Manager Scott Hahn, City Clerk Kristy Doll, City Attorney Jim Neu, Rifle Community Television (RCTV) Michael Churchill and Salvador Tovar-Guzman, Chief of Police Tommy Klein, IT Director Kelly Thompson, Planning Director Nathan Lindquist, and City Engineer Craig Spaulding.

CITIZEN COMMENTS

Citizen comments were heard from Laura Colby who expressed her concerns around the public protest.

CONSENT AGENDA – CONSIDER APPROVING THE FOLLOWING ITEMS:

Consent Agenda – consider approving the following items:

- A. Minutes from the May 20, 2020, Regular meeting
- B. (Acting as Liquor Licensing Authority) Liquor License Renewal for RCG Rifle LLC dba Rib City Grill

Councilor Hamilton moved to approve Consent Agenda Items A and B; seconded by Councilor Strobe.

Roll Call: Yes – Carpenter, Condie, Elliott, Green, Hamilton, Strobe and Clifton

CONSIDER APPROVING ECO MATRIX, LLC FOR REPAIRS OF STORM SEWER DRAIN AT PARK HILL SUBDIVISION

City Engineer Craig Spaulding explained the necessary repairs of the storm sewer drain at Park Hill Subdivision. This is to address a development fault that caused the corrugated metal pipe (CMP) which provides storm water transport from the Western Heights Subdivision to the storm water system at Park Ave/West 2nd & W. 3rd Street. to become corroded. This could potentially lead to damage to an adjacent apartment structure. The purchase request is for materials and

Rifle City Council Meeting, July 1, 2020

services to line a corroded corrugated metal pipe (CMP). This is a sole source contract with a local contractor who is uniquely qualified to perform this work. Staff recommends approval of \$45,562.00 to Eco Matrix, LLC for the materials and services necessary to repair storm sewer drain at the Park Hill Subdivision.

Councilor Hamilton moved to approve contract with Eco Matrix, LLC in the amount of \$45,562.00 to repair storm sewer drain at the Park Hill Subdivision; seconded by Councilor Condie.

Roll Call: Yes – Carpenter, Condie, Elliott, Green, Hamilton, Strode and Clifton

CONSIDER APPROVING CARES ACT COLLABORATION AGREEMENT

Planning Director Nathan Lindquist explained that the CARES Act Collaboration Agreement will establish how the CARES Act funds will be distributed between Garfield County municipalities. The agreement allocates funds according to each entity's population, and allows each entity to submit reimbursements through DOLA. The City of Rifle would receive \$818,370.24. Staff recommends approval of the CARES Act Collaboration Agreement.

Councilor Hamilton moved to approve the CARES Act Collaboration Agreement; seconded by Councilor Strode.

Roll Call: Yes – Carpenter, Condie, Elliott, Green, Hamilton, Strode and Clifton

ADMINISTRATIVE REPORTS

Comments were heard from City Manager Scott Hahn, City Clerk Kristy Doll, Chief of Police Tommy Klein, Planning Director Nathan Lindquist, and City Engineer Craig Spaulding.

COMMENTS FROM MAYOR AND COUNCIL

Comments were heard from Councilors Brian Condie, Joe Elliott, Ed Green, Theresa Hamilton and Mayor Barb Clifton

Meeting adjourned at 7:51 p.m.

Kristy Doll
City Clerk

Barb Clifton
Mayor



Agenda Item #4.b.

Agenda Item Name:

Liquor License Renewal

Presenter:

Kristy Doll, CMC, City Clerk

Item Description:

(Acting as Liquor Licensing Authority)

Hotel and Restaurant Liquor License Renewal for Rolling Fork Grill, LLC dba Brickhouse Pizzeria, Fermented Malt Beverage Liquor License Renewal for Walmart, Inc. dba Walmart #5232, Liquor Store Liquor License Renewal for GMT Investments, LLC dba Black Bear Liquors and Club Liquor License for Loyal Order of Moose Lodge #1345 dba Loyal Order of Moose Lodge #1345.

Recommended Action:

I move to approve the Liquor License Renewal Applications for Rolling Fork Grill, LLC dba Brickhouse Pizzeria, Walmart, Inc. dba Walmart #5232, GMT Investments, LLC dba Black Bear Liquors, and Loyal Order of Moose Lodge #1345 dba Loyal Order of Moose Lodge #1345.

Fiscal Impact:

None

Operational Impact:

None

Prior Board Motions:

None

Background Information:

Rolling Fork Grill, LLC dba Brickhouse Pizzeria, located at 100 East Third Street, Rifle, CO, has submitted a Hotel and Restaurant Liquor License Renewal Application.

Walmart, Inc. dba Walmart #5232, located at 1000 Airport Road, Rifle, CO has submitted a Fermented Malt Beverage Liquor License Renewal Application.

GMT Investments, LLC dba Black Bear Liquors, located at 1250 Railroad Avenue, Rifle, CO has submitted a Liquor Store Liquor License Renewal Application.

Loyal Order of Moose Lodge #1345 dba Loyal Order of Moose Lodge #1345, located at 133 E. 3rd Street, Rifle, CO has submitted a Club License Liquor Renewal Application.

The following criteria have been met by the applicant:

- * The application is complete
- * The fees have been paid

Executive Summary:

None

Notification Requirements:

None

Prepared By:

Misty Williams, Administrative Assistant

Attachments:

1. Brickhouse Pizza Renewal_Redacted
2. Wal-Mart Renewal Application_Redacted
3. Black Bear Liquors Renewal_Redacted
4. Moose Lodge Renewal Application_Redacted

BRICKHOUSE PIZZERIA
PO BOX 42
New Castle CO 81647

Fees Due	
Renewal Fee	500.00
Storage Permit \$100 X _____	\$
Sidewalk Service Area \$75.00	\$
Additional Optional Premise Hotel & Restaurant \$100 X _____	\$
Related Facility - Campus Liquor Complex \$160.00 per facility	\$
Amount Due/Paid	\$

Make check payable to: Colorado Department of Revenue. The State may convert your check to a one-time electronic banking transaction. Your bank account may be debited as early as the same day received by the State. If converted, your check will not be returned. If your check is rejected due to insufficient or uncollected funds, the Department may collect the payment amount directly from your banking account electronically.

Retail Liquor or Fermented Malt Beverage License Renewal Application

Please verify & update all information below

Return to city or county licensing authority by due date

Licensee Name ROLLING FORK GRILL LLC		Doing Business As Name (DBA) BRICKHOUSE PIZZERIA		
Liquor License # 03-05338	License Type Hotel & Restaurant	Sales Tax License # 04164809	Expiration Date 10/13/2020	Due Date 08/29/2020
Business Address 100 EAST THIRD STREET Rifle CO 81650				Phone Number 9706251222
Mailing Address PO BOX 42 New Castle CO 81647		Email jhigens@gmail.com		
Operating Manager Jason Hagens	Date of Birth [REDACTED]	Home Address [REDACTED]		Phone Number 970-379-4156
1. Do you have legal possession of the premises at the street address above? <u>Yes</u> No Are the premises owned or rented? Owned <u>Rented*</u> *If rented, expiration date of lease <u>July 30 2021</u>				
2. Are you renewing a storage permit, additional optional premises, sidewalk service area, or related facility? If yes, please see the table in upper right hand corner and include all fees due. <u>Yes</u> No				
3a. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business? Yes <u>No</u>				
3b. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.? Yes <u>No</u>				
4. Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested. Yes <u>No</u>				
5. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation. Yes <u>No</u>				
6. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked? If yes, attach a detailed explanation. Yes <u>No</u>				
7. Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee? If yes, attach a detailed explanation. <u>Yes</u> No				

Brickhouse Pizzeria Silt CO 81652
Lic # 03-04499

Affirmation & Consent

I declare under penalty of perjury in the second degree that this application and all attachments are true, correct and complete to the best of my knowledge.

Type or Print Name of Applicant/Authorized Agent of Business	Title
Jason Wiggins President	President
Signature	Date
	8-12-20

Report & Approval of City or County Licensing Authority

The foregoing application has been examined and the premises, business conducted and character of the applicant are satisfactory, and we do hereby report that such license, if granted, will comply with the provisions of Title 44, Articles 4 and 3, C.R.S., and Liquor Rules.

Therefore this application is approved.

Local Licensing Authority For		Date
Signature	Title	Attest

Tax Check Authorization, Waiver, and Request to Release Information

I, Jason Hagens am signing this Tax Check Authorization, Waiver and Request to Release Information (hereinafter "Waiver") on behalf of Brickhouse (the "Applicant/Licensee") to permit the Colorado Department of Revenue and any other state or local taxing authority to release information and documentation that may otherwise be confidential, as provided below. If I am signing this Waiver for someone other than myself, including on behalf of a business entity, I certify that I have the authority to execute this Waiver on behalf of the Applicant/Licensee.

The Executive Director of the Colorado Department of Revenue is the State Licensing Authority, and oversees the Colorado Liquor Enforcement Division as his or her agents, clerks, and employees. The information and documentation obtained pursuant to this Waiver may be used in connection with the Applicant/Licensee's liquor license application and ongoing licensure by the state and local licensing authorities. The Colorado Liquor Code, section 44-3-101. et seq. ("Liquor Code"), and the Colorado Liquor Rules, 1 CCR 203-2 ("Liquor Rules"), require compliance with certain tax obligations, and set forth the investigative, disciplinary and licensure actions the state and local licensing authorities may take for violations of the Liquor Code and Liquor Rules, including failure to meet tax reporting and payment obligations.

The Waiver is made pursuant to section 39-21-113(4), C.R.S., and any other law, regulation, resolution or ordinance concerning the confidentiality of tax information, or any document, report or return filed in connection with state or local taxes. This Waiver shall be valid until the expiration or revocation of a license, or until both the state and local licensing authorities take final action to approve or deny any application(s) for the renewal of the license, whichever is later. Applicant/Licensee agrees to execute a new waiver for each subsequent licensing period in connection with the renewal of any license, if requested.

By signing below, Applicant/Licensee requests that the Colorado Department of Revenue and any other state or local taxing authority or agency in the possession of tax documents or information, release information and documentation to the Colorado Liquor Enforcement Division, and is duly authorized employees, to act as the Applicant's/Licensee's duly authorized representative under section 39-21-113(4), C.R.S., solely to allow the state and local licensing authorities, and their duly authorized employees, to investigate compliance with the Liquor Code and Liquor Rules. Applicant/Licensee authorizes the state and local licensing authorities, their duly authorized employees, and their legal representatives, to use the information and documentation obtained using this Waiver in any administrative or judicial action regarding the application or license.

Name (Individual/Business) <u>Jason Hagens</u> <u>Brickhouse</u>		Social Security Number/Tax Identification Number <u>20-0532527</u>	
Address <u>100 EAST 3rd st</u>			
City <u>Rifle</u>		State <u>CO</u>	Zip <u>81650</u>
Home Phone Number <u>970-379-4150</u>		Business/Work Phone Number <u>970-379-4156</u>	
Printed name of person signing on behalf of the Applicant/Licensee <u>Jason Hagens</u>			
Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information) 			Date signed <u>8-12-20</u>

Privacy Act Statement

Providing your Social Security Number is voluntary and no right, benefit or privilege provided by law will be denied as a result of refusal to disclose it. § 7 of Privacy Act, 5 USCS § 552a (note).

Submit to Local Licensing Authority

RECEIVED

AUG 04 2020

**City Clerk
 City of Rifle**

Fees Due	
Renewal Fee	
Storage Permit \$100 X _____	\$
Sidewalk Service Area \$75.00	\$
Additional Optional Premise Hotel & Restaurant \$100 X _____	\$
Related Facility - Campus Liquor Complex \$160.00 per facility	\$
Amount Due/Paid	\$

Make check payable to: Colorado Department of Revenue. The State may convert your check to a one-time electronic banking transaction. Your bank account may be debited as early as the same day received by the State. If converted, your check will not be returned. If your check is rejected due to insufficient or uncollected funds, the Department may collect the payment amount directly from your banking account electronically.

Retail Liquor or Fermented Malt Beverage License Renewal Application

Please verify & update all information below

Return to city or county licensing authority by due date

Licensee Name Walmart Inc.		Doing Business As Name (DBA) Walmart #5232	
Liquor License # 09-49518-0072	License Type Fermented Malt Beverage Off	Sales Tax License # 00949518-0072	Expiration Date 9/18/20
Business Address 1000 Airport Rd. Rifle, CO 81650			Phone Number (970) 625-5367
Mailing Address 702 SW 8th St., Bentonville, AR 72716-0500		Email complic@wal-mart.com	
Operating Manager Jason Welk	Date of Birth	Home Address	Phone Number
1. Do you have legal possession of the premises at the street address above? ☒ Yes ☐ No Are the premises owned or rented? ☒ Owned ☐ Rented* *If rented, expiration date of lease _____			
2. Are you renewing a storage permit, additional optional premises, sidewalk service area, or related facility? If yes, please see the table in upper right hand corner and include all fees due. ☐ Yes ☒ No			
3a. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business? ☐ Yes ☒ No			
3b. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.? ☐ Yes ☒ No			
4. Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested. ☒ Yes ☐ No			
5. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation. ☐ Yes ☒ No			
6. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked? If yes, attach a detailed explanation. ☒ Yes ☐ No			
7. Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee? If yes, attach a detailed explanation. ☒ Yes ☐ No			

Affirmation & Consent		
I declare under penalty of perjury in the second degree that this application and all attachments are true, correct and complete to the best of my knowledge.		
Type or Print Name of Applicant Authorized Agent of Business Vikki Benavides		Title Licensing Specialist
Signature <i>Vikki Benavides</i>		Date 7/9/20
Report & Approval of City or County Licensing Authority		
The foregoing application has been examined and the premises, business conducted and character of the applicant are satisfactory, and we do hereby report that such license, if granted, will comply with the provisions of Title 44, Articles 4 and 3, C.R.S., and Liquor Rules.		
Therefore this application is approved.		
Local Licensing Authority For		Date
Signature	Title	Attest

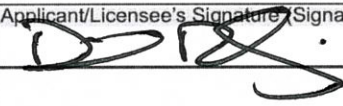
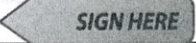
Tax Check Authorization, Waiver, and Request to Release Information

I, David Reading am signing this Tax Check Authorization, Waiver and Request to Release Information (hereinafter "Waiver") on behalf of Walmart Inc. (the "Applicant/Licensee") to permit the Colorado Department of Revenue and any other state or local taxing authority to release information and documentation that may otherwise be confidential, as provided below. If I am signing this Waiver for someone other than myself, including on behalf of a business entity, I certify that I have the authority to execute this Waiver on behalf of the Applicant/Licensee.

The Executive Director of the Colorado Department of Revenue is the State Licensing Authority, and oversees the Colorado Liquor Enforcement Division as his or her agents, clerks, and employees. The information and documentation obtained pursuant to this Waiver may be used in connection with the Applicant/Licensee's liquor license application and ongoing licensure by the state and local licensing authorities. The Colorado Liquor Code, section 44-3-101, et seq. ("Liquor Code"), and the Colorado Liquor Rules, 1 CCR 203-2 ("Liquor Rules"), require compliance with certain tax obligations, and set forth the investigative, disciplinary and licensure actions the state and local licensing authorities may take for violations of the Liquor Code and Liquor Rules, including failure to meet tax reporting and payment obligations.

The Waiver is made pursuant to section 39-21-113(4), C.R.S., and any other law, regulation, resolution or ordinance concerning the confidentiality of tax information, or any document, report or return filed in connection with state or local taxes. This Waiver shall be valid until the expiration or revocation of a license, or until both the state and local licensing authorities take final action to approve or deny any application(s) for the renewal of the license, whichever is later. Applicant/Licensee agrees to execute a new waiver for each subsequent licensing period in connection with the renewal of any license, if requested.

By signing below, Applicant/Licensee requests that the Colorado Department of Revenue and any other state or local taxing authority or agency in the possession of tax documents or information, release information and documentation to the Colorado Liquor Enforcement Division, and is duly authorized employees, to act as the Applicant's/Licensee's duly authorized representative under section 39-21-113(4), C.R.S., solely to allow the state and local licensing authorities, and their duly authorized employees, to investigate compliance with the Liquor Code and Liquor Rules. Applicant/Licensee authorizes the state and local licensing authorities, their duly authorized employees, and their legal representatives, to use the information and documentation obtained using this Waiver in any administrative or judicial action regarding the application or license.

Name (Individual/Business) <u>Walmart Inc.</u>		Social Security Number/Tax Identification Number <u>71-0415188</u>	
Address <u>702 SW8th St.</u>			
City <u>Bentonville</u>		State <u>AR</u>	Zip <u>72716-0500</u>
Home Phone Number <u>4792770139</u>		Business/Work Phone Number	
Printed name of person signing on behalf of the Applicant/Licensee <u>David Reading</u>			
Applicant/Licensee's Signature 		Signature authorizing the disclosure of confidential tax information 	Date signed <u>7-24-20</u>

Privacy Act Statement

Providing your Social Security Number is voluntary and no right, benefit or privilege provided by law will be denied as a result of refusal to disclose it. § 7 of Privacy Act, 5 USCS § 552a (note).

Submit to Local Licensing Authority

RECEIVED

AUG 24 2020

City Clerk
 City of Rifle

Fees Due		
Renewal Fee		\$227.50
Storage Permit	\$100 X _____	\$
Sidewalk Service Area	\$75.00	\$
Additional Optional Premise Hotel & Restaurant	\$100 X _____	\$
Related Facility - Campus Liquor Complex	\$160.00 per facility	\$
Amount Due/Paid		\$227.50

Make check payable to: Colorado Department of Revenue. The State may convert your check to a one-time electronic banking transaction. Your bank account may be debited as early as the same day received by the State. If converted, your check will not be returned. If your check is rejected due to insufficient or uncollected funds, the Department may collect the payment amount directly from your banking account electronically.

Retail Liquor or Fermented Malt Beverage License Renewal Application

Please verify & update all information below

Return to city or county licensing authority by due date

Licensee Name GMT INVESTMENTS, LLC		Doing Business As Name (DBA) BLACK BEAR LIQUOR'S		
Liquor License # 4703429	License Type LIQUOR STORE	Sales Tax License # 465405894	Expiration Date 9/15/20	Due Date 8-01-2020
Business Address 1250 RAILROAD AVE 81650				Phone Number
Mailing Address 143 QUADRANT DR-ROCK SPRINGS, WY 82901		Email Kdgoodrich60@msn.com		
Operating Manager	Date of Birth	Home Address	Phone Number	
			H307-382-5570	

- Do you have legal possession of the premises at the street address above? ☒ Yes ☐ No
 Are the premises owned or rented? ☐ Owned ☒ Rented* *If rented, expiration date of lease _____
- Are you renewing a storage permit, additional optional premises, sidewalk service area, or related facility? If yes, please see the table in upper right hand corner and include all fees due. ☐ Yes ☒ No
- 3a. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business? ☐ Yes ☒ No
- 3b. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.? ☐ Yes ☒ No
4. Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested. ☐ Yes ☒ No
5. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation. ☐ Yes ☒ No
6. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked? If yes, attach a detailed explanation. ☐ Yes ☒ No
7. Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee? If yes, attach a detailed explanation. ☐ Yes ☒ No

Affirmation & Consent I declare under penalty of perjury in the second degree that this application and all attachments are true, correct and complete to the best of my knowledge.		
Type or Print Name of Applicant/Authorized Agent of Business KELLY D. GOODRICH		Title OWNER
Signature Kelly D. Goodrich		Date Aug 13, 2020
Report & Approval of City or County Licensing Authority The foregoing application has been examined and the premises, business conducted and character of the applicant are satisfactory, and we do hereby report that such license, if granted, will comply with the provisions of Title 44, Articles 4 and 3, C.R.S., and Liquor Rules. Therefore this application is approved.		
Local Licensing Authority For		Date
Signature	Title	Attest

Tax Check Authorization, Waiver, and Request to Release Information

I, KELLY D. GOODRICH, am signing this Tax Check Authorization, Waiver and Request to Release Information (hereinafter "Waiver") on behalf of Kelly D. Goodrich (the "Applicant/Licensee") to permit the Colorado Department of Revenue and any other state or local taxing authority to release information and documentation that may otherwise be confidential, as provided below. If I am signing this Waiver for someone other than myself, including on behalf of a business entity, I certify that I have the authority to execute this Waiver on behalf of the Applicant/Licensee.

The Executive Director of the Colorado Department of Revenue is the State Licensing Authority, and oversees the Colorado Liquor Enforcement Division as his or her agents, clerks, and employees. The information and documentation obtained pursuant to this Waiver may be used in connection with the Applicant/Licensee's liquor license application and ongoing licensure by the state and local licensing authorities. The Colorado Liquor Code, section 44-3-101, et seq. ("Liquor Code"), and the Colorado Liquor Rules, 1 CCR 203-2 ("Liquor Rules"), require compliance with certain tax obligations, and set forth the investigative, disciplinary and licensure actions the state and local licensing authorities may take for violations of the Liquor Code and Liquor Rules, including failure to meet tax reporting and payment obligations.

The Waiver is made pursuant to section 39-21-113(4), C.R.S., and any other law, regulation, resolution or ordinance concerning the confidentiality of tax information, or any document, report or return filed in connection with state or local taxes. This Waiver shall be valid until the expiration or revocation of a license, or until both the state and local licensing authorities take final action to approve or deny any application(s) for the renewal of the license, whichever is later. Applicant/Licensee agrees to execute a new waiver for each subsequent licensing period in connection with the renewal of any license, if requested.

By signing below, Applicant/Licensee requests that the Colorado Department of Revenue and any other state or local taxing authority or agency in the possession of tax documents or information, release information and documentation to the Colorado Liquor Enforcement Division, and is duly authorized employees, to act as the Applicant's/Licensee's duly authorized representative under section 39-21-113(4), C.R.S., solely to allow the state and local licensing authorities, and their duly authorized employees, to investigate compliance with the Liquor Code and Liquor Rules. Applicant/Licensee authorizes the state and local licensing authorities, their duly authorized employees, and their legal representatives, to use the information and documentation obtained using this Waiver in any administrative or judicial action regarding the application or license.

Name (Individual/Business) <u>GMT INVESTMENTS, LLC BLACK BEAR LIQUORS</u>		Social Security Number/Tax Identification Number <u>[REDACTED]</u>	
Address <u>1250 RAILROAD AVE</u>			
City <u>RIFLE</u>		State <u>CO</u>	Zip <u>81650</u>
Home Phone Number <u>307-382-5570</u>		Business/Work Phone Number <u>970-987-4815</u>	
Printed name of person signing on behalf of the Applicant/Licensee <u>KELLY D. GOODRICH</u>			
Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information) <u>Kelly D. Goodrich</u>			Date signed <u>Aug 13, 2020</u>

Privacy Act Statement

Providing your Social Security Number is voluntary and no right, benefit or privilege provided by law will be denied as a result of refusal to disclose it. § 7 of Privacy Act, 5 USCS § 552a (note).

RECEIVED

AUG 04 2020

City Clerk
City of Rifle

Submit to Local Licensing Authority

LOYAL ORDER OF MOOSE LODGE NO 1345
133 E 3RD ST
Rifle CO 81650-2317

Fees Due	
Renewal Fee	308.75
Storage Permit \$100 X _____	\$
Sidewalk Service Area \$75.00	\$
Additional Optional Premise Hotel & Restaurant \$100 X _____	\$
Related Facility - Campus Liquor Complex \$160.00 per facility	\$
Amount Due/Paid	\$ 308.75

Make check payable to: Colorado Department of Revenue. The State may convert your check to a one-time electronic banking transaction. Your bank account may be debited as early as the same day received by the State. If converted, your check will not be returned. If your check is rejected due to insufficient or uncollected funds, the Department may collect the payment amount directly from your banking account electronically.

Retail Liquor or Fermented Malt Beverage License Renewal Application

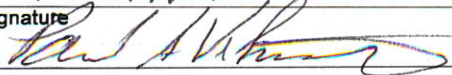
Please verify & update all information below

Return to city or county licensing authority by due date

Licensee Name LOYAL ORDER OF MOOSE LODGE NO 1345		Doing Business As Name (DBA) LOYAL ORDER OF MOOSE LODGE NO 1345		
Liquor License # 04-19552-0001	License Type Club License (city)	Sales Tax License # 04195520001	Expiration Date 09/24/2020	Due Date 08/10/2020
Business Address 133 E 3RD ST Rifle CO 81650-2317				Phone Number 274-2688 9706255508
Mailing Address 133 E 3RD ST Rifle CO 81650-2317			Email	
Operating Manager	Date of Birth	Home Address		Phone Number
1. Do you have legal possession of the premises at the street address above? ☒ Yes ☐ No Are the premises owned or rented? ☒ Owned ☐ Rented* *If rented, expiration date of lease _____ 2. Are you renewing a storage permit, additional optional premises, sidewalk service area, or related facility? If yes, please see the table in upper right hand corner and include all fees due. ☐ Yes ☒ No 3a. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business? ☐ Yes ☒ No 3b. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.? ☐ Yes ☒ No 4. Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested. ☐ Yes ☒ No 5. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation. ☐ Yes ☒ No 6. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked? If yes, attach a detailed explanation. ☐ Yes ☒ No 7. Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee? If yes, attach a detailed explanation. ☐ Yes ☒ No				

Affirmation & Consent

I declare under penalty of perjury in the second degree that this application and all attachments are true, correct and complete to the best of my knowledge.

Type or Print Name of Applicant/Authorized Agent of Business	Title
Paul A. Verhulst	Administrator
Signature	Date
	7/24/201

Report & Approval of City or County Licensing Authority

The foregoing application has been examined and the premises, business conducted and character of the applicant are satisfactory, and we do hereby report that such license, if granted, will comply with the provisions of Title 44, Articles 4 and 3, C.R.S., and Liquor Rules.

Therefore this application is approved.

Local Licensing Authority For		Date
Signature	Title	Attest

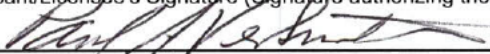
Tax Check Authorization, Waiver, and Request to Release Information

I, Paul Verhulst am signing this Tax Check Authorization, Waiver and Request to Release Information (hereinafter "Waiver") on behalf of Loyal Order of Moose #1345 (the "Applicant/Licensee") to permit the Colorado Department of Revenue and any other state or local taxing authority to release information and documentation that may otherwise be confidential, as provided below. If I am signing this Waiver for someone other than myself, including on behalf of a business entity, I certify that I have the authority to execute this Waiver on behalf of the Applicant/Licensee.

The Executive Director of the Colorado Department of Revenue is the State Licensing Authority, and oversees the Colorado Liquor Enforcement Division as his or her agents, clerks, and employees. The information and documentation obtained pursuant to this Waiver may be used in connection with the Applicant/Licensee's liquor license application and ongoing licensure by the state and local licensing authorities. The Colorado Liquor Code, section 44-3-101, et seq. ("Liquor Code"), and the Colorado Liquor Rules, 1 CCR 203-2 ("Liquor Rules"), require compliance with certain tax obligations, and set forth the investigative, disciplinary and licensure actions the state and local licensing authorities may take for violations of the Liquor Code and Liquor Rules, including failure to meet tax reporting and payment obligations.

The Waiver is made pursuant to section 39-21-113(4), C.R.S., and any other law, regulation, resolution or ordinance concerning the confidentiality of tax information, or any document, report or return filed in connection with state or local taxes. This Waiver shall be valid until the expiration or revocation of a license, or until both the state and local licensing authorities take final action to approve or deny any application(s) for the renewal of the license, whichever is later. Applicant/Licensee agrees to execute a new waiver for each subsequent licensing period in connection with the renewal of any license, if requested.

By signing below, Applicant/Licensee requests that the Colorado Department of Revenue and any other state or local taxing authority or agency in the possession of tax documents or information, release information and documentation to the Colorado Liquor Enforcement Division, and is duly authorized employees, to act as the Applicant's/Licensee's duly authorized representative under section 39-21-113(4), C.R.S., solely to allow the state and local licensing authorities, and their duly authorized employees, to investigate compliance with the Liquor Code and Liquor Rules. Applicant/Licensee authorizes the state and local licensing authorities, their duly authorized employees, and their legal representatives, to use the information and documentation obtained using this Waiver in any administrative or judicial action regarding the application or license.

Name (Individual/Business) <u>Loyal Order of Moose #1345</u>		Social Security Number/Tax Identification Number 	
Address <u>133 East 3rd St.</u>			
City <u>Rifle</u>		State <u>CO</u>	Zip <u>81650</u>
Home Phone Number		Business/Work Phone Number <u>970-625-5508</u>	
Printed name of person signing on behalf of the Applicant/Licensee <u>Paul A. Verhulst</u>			
Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information) 			Date signed <u>7/24/2020</u>

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Agenda Item #4.c.

Agenda Item Name:

Consider amending Chapter 8, Article 1 of the Rifle Municipal Code for the regulation of accidents, accident reports and the nuisance exhibition of motor vehicle exhaust - Ordinance No.9, Series of 2020 - 2nd Reading.

Presenter:

Kathy Pototsky, Court Clerk / PIO
James S. Neu, City Attorney

Item Description:

Amendments of Chapter 8, Article 1 of the Rifle Municipal Code for the regulation of accidents, accident reports and the nuisance exhibition of motor vehicle exhaust - Ordinance No.9, Series of 2020 - 2nd Reading.

Recommended Action:

Approve Ordinance No. 9, Series of 2020, on second reading, as presented and order it to be published as required by Charter.

Fiscal Impact:

none

Operational Impact:

none

Prior Board Motions:

none

Background Information:

These ordinances are a few more suggested by our officers to fill in gaps in our current code. They exist under state law, but have no municipal counterparts. We feel that they could be better handled in municipal court.

Executive Summary:

none

Notification Requirements:

none

Prepared By:

Kathy Pototsky, Court Clerk / PIO

Attachments:

1. Ordinance No. 9-Model Traffic Code Amendments-Legal-20200902

**CITY OF RIFLE, COLORADO
ORDINANCE NO. 9
SERIES OF 2020**

AN ORDINANCE OF THE CITY OF RIFLE, COLORADO AMENDING
CHAPTER 8, ARTICLE I OF THE RIFLE MUNICIPAL CODE TO PROVIDE
FOR THE REGULATION OF ACCIDENTS, ACCIDENT REPORTS AND THE
NUISANCE EXHIBITION OF MOTOR VEHICLE EXHAUST.

WHEREAS, the City of Rifle (“Rifle” or the “City”) is a home-rule municipality organized pursuant to Article XX of the Colorado Constitution and with the authority of the Rifle Home Rule Charter; and

WHEREAS, Chapter 8, Article I of the City of Rifle Municipal Code (the “Code”) adopts by reference the 2020 Edition of the Model Traffic Code, with local amendments; and

WHEREAS, City staff has determined that the current Code provisions require additional amendment to better regulate and enforce accidents and accident reports and the nuisance exhibition of motor vehicle exhaust; and

WHEREAS, the City Council finds and determines that the following amendments to Chapter 8, Article I of the Code are in the best interest of the public health, safety and welfare of the citizens of Rifle.

NOW, THEREFORE, THE COUNCIL OF THE CITY OF RIFLE, COLORADO, ORDAINS THAT:

1. The foregoing recitals are incorporated by reference as findings and determinations of the City Council.
2. Section 8-1-260 of the Rifle Municipal Code is hereby enacted as follows:

Sec. 8-1-260 – Accident Involving Damage - Duty.

Part 16 of the adopted code is amended by the addition of a new Section 1602, to read as follows:

1602. Accident Involving Damage- Duty.

(1) The driver of any vehicle directly involved in an accident resulting only in damage to a vehicle which is driven or attended by any person shall immediately stop such vehicle at the scene of such accident or as close thereto as possible but shall immediately return to and in every event shall remain at the scene of such accident, except in the circumstances provided in subsection (2) of this section, until the driver has fulfilled the requirements of section 1603. Every such stop shall be made without obstructing traffic more than is necessary.

(2) When an accident occurs on the traveled portion, median, or ramp of a divided highway and each vehicle involved can be safely driven, each driver shall move such driver's vehicle as soon as practicable off the traveled portion, median, or ramp to a frontage road, the nearest suitable cross street, or other suitable location to fulfill the requirements of section 1603. Any person who violates any provision of subsections (1) or (2) commits a criminal traffic offense as defined in 1701(2).

3. Section 8-1-270 of the Rifle Municipal Code is hereby enacted as follows:

Sec. 8-1-270 – Duty to give notice.

Part 16 of the adopted code is amended by the addition of a new Section 1603, to read as follows:

1603 Duty to give notice, information, and aid.

(1) The driver of any vehicle involved in an accident resulting in injury to any person, or damage to any vehicle which is driven or attended by any person shall give the driver's name, the driver's address, and the registration number of the vehicle he or she is driving and shall upon request exhibit his or her driver's license to the person struck or the driver or occupant of or person attending any vehicle collided with and where practical shall render to any person injured in such accident reasonable assistance.

(2) In the event that none of the persons specified are in condition to receive the information to which they otherwise would be entitled under subsection (1) of this section and no police officer is present, the driver of any vehicle involved in such accident after fulfilling all other requirements of subsection (1) of this section, insofar as possible on the driver's part to be performed, shall immediately report such accident to the nearest office of a duly authorized police authority as required in section 1606 and submit thereto the information specified in subsection (1) of this section. Any person who violates any provision of subsections (1) or (2) commits a criminal traffic offense as defined in 1701(2).

4. Section 8-1-280 of the Rifle Municipal Code is hereby enacted as follows:

Sec. 8-1-280 – Duty upon striking unattended vehicle or other property.

Part 16 of the adopted code is amended by the addition of a new Section 1604, to read as follows:

1604. Duty upon striking unattended vehicle or other property.

The driver of any vehicle which collides with or is involved in an accident with any vehicle or other property which is unattended resulting in any damage to such vehicle or other property shall

immediately stop and either locate and notify the operator or owner of such vehicle or other property of such fact, the driver's name and address, and the registration number of the vehicle he or she is driving or attach securely in a conspicuous place in or on such vehicle or other property a written notice giving the driver's name and address and the registration number of the vehicle he or she is driving. The driver shall also make report of such accident when and as required in section 1606. Every stop shall be made without obstructing traffic more than is necessary. This section shall not apply to the striking of highway fixtures or traffic control devices which shall be governed by the provisions of section 1605. Any person who violates any provision of this section commits a criminal traffic offense as defined in 1701(2).

5. Section 8-1-290 of the Rifle Municipal Code is hereby enacted as follows:

Sec. 8-1-290 – Duty upon striking highway fixtures or traffic control devices.

Part 16 of the adopted code is amended by the addition of a new Section 1605, to read as follows:

1605. Duty upon striking highway fixtures or traffic control devices.

The driver of any vehicle involved in an accident resulting only in damage to fixtures or traffic control devices upon or adjacent to a highway shall notify the road authority in charge of such property of that fact and of the driver's name and address and of the registration number of the vehicle he or she is driving and shall make report of such accident when and as required in section 1606. Any person who violates any provision of this section commits a criminal traffic offense as defined in 1701(2).

6. Section 8-1-300 of the Rifle Municipal Code is hereby enacted as follows:

Sec. 8-1-300 – Duty to report accidents.

Part 16 of the adopted code is amended by the addition of a new Section 1606, to read as follows:

1606. Duty to report accidents.

The driver of a vehicle involved in a traffic accident resulting in injury to, serious bodily injury to, or death of any person or any property damage shall, after fulfilling the requirements of sections 1602 and 1603 (1), give immediate notice of the location of such accident and such other information as is specified in section 1603 (2) to the nearest office of the duly authorized police authority and, if so directed by the police authority, shall immediately return to and remain at the scene of the accident until said police have arrived at the scene and completed their investigation. Any person who violates any provision of this section commits a criminal traffic offense as defined in 1701(2).

7. Section 8-1-310 of the Rifle Municipal Code is hereby enacted as follows:

Sec. 8-1-310 – Nuisance exhibition of motor vehicle exhaust – prohibition.

Part 3 of the adopted code is amended by the addition of a new Section 314, to read as follows:

314. Nuisance exhibition of motor vehicle exhaust – prohibition.

A person shall not engage in a nuisance exhibition of motor vehicle exhaust, which is the knowing release of soot, smoke, or other particulate emissions from a motor vehicle into the air and onto roadways. Any person who violates any provision of this section commits a non-criminal traffic offense.

8. The effective date of this Ordinance shall be October 1, 2020.

INTRODUCED on August 19, 2020 read by title, passed on first reading, and ordered published as required by the Charter.

INTRODUCED a second time at a regular meeting of the Council of the City of Rifle, Colorado on September 2, 2020, passed without amendment, approved, and ordered published in full as required by the Charter.

DATED this _____ day of _____, 2020.

CITY OF RIFLE, COLORADO

By _____
Mayor

ATTEST:

City Clerk



Agenda Item #5.a.

Agenda Item Name:

Receive presentation from YouthZone

Presenter:

Lori Mueller

Item Description:

Receive presentation from Lori Mueller, Executive Director of YouthZone regarding a program evaluation for the 2019-2020 fiscal year.

Recommended Action:

No action necessary

Fiscal Impact:

None

Operational Impact:

None

Prior Board Motions:

None

Background Information:

In 2019, YouthZone received \$10,000 from the City of Rifle (through the Rifle Community Association), to help subsidize the direct costs related with assisting at-risk youth and their families.

Lori Mueller will present the fiscal year evaluation, which gives a detailed report of the services given during the 2019-2020 year.

Executive Summary:

None

Notification Requirements:

None

Prepared By:

Misty Williams, Administrative Assistant

Attachments:

1. Rifle_08262020100127
2. YouthZone 2019 Evaluation Report - Summary 10-04-2019
3. YouthZone 2019 Evaluation Report ver10-04-2019



youthzone
Connect and Grow

Glenwood Springs
413 9th Street
GWS, CO 81601
Ph 970-945-9300
Fx 970-230-9729

Rifle
136 E. 12th Street
Rifle, CO 81650
Ph 970-625-3141
Fx 970-625-9532

"YouthZone helped me respect myself and understand that all my choices affect people."

On behalf of YouthZone and myself, we thank the City of Rifle for the \$10,000 contribution through the Rifle Community Association in 2019 to subsidize the cost of YouthZone direct services provided to at-risk youth and their families who reside in Rifle.

For the 2019-2020 fiscal year:

- **YouthZone served 473 clients in Garfield and West Eagle counties of which 132 clients resided in the City of Rifle; 24% of all Garfield and West Eagle County YouthZone clients are City of Rifle residents.**
- **The number of YouthZone clients in the 2019-2020 fiscal year from the City of Rifle remained consistent with the prior fiscal year.**
- **YouthZone's cost per client is \$2,000 for six months of services. Actual cost of direct services for the Town of Parachute clients was \$264,000 (132*\$2,000).**
- **YouthZone's most recent evaluation indicated 90% of youth referred through the juvenile justice system did not repeat another offense while receiving services from YouthZone. According to the Colorado Division of Criminal Justice 2018, if that same youth remained in the court system and placed on probation, the recidivism rate averages 49%.**
- **YouthZone's evidence-based pre and post-test analysis indicates youth experienced decreased substance use and delinquency; increased social support and decreased sexual/emotional/physical abuse because of receiving YouthZone direct services (YouthZone Evaluation Report, October 2019).**
- **Number one leading cause for youth from the City of Rifle to be referred to YouthZone was Harassment/Menancing followed closely by Criminal Mischief; Petty Theft ranked 3rd in the reason for referral to YouthZone.**
- **YouthZone maintains offices in Rifle and Glenwood Springs to provide services to City of Rifle residents.**

Program Evaluation Summary

Evaluation Purpose and Perspective The 2019 Youthzone evaluation report presents findings from an independent evaluation of Youthzone programs that served clients during 2017-2018-2019. The evaluation was designed to measure three program factors:

1. Programs' success with reducing risk factors that predict delinquency;
2. Program equity with similar outcomes for females and males, younger and older, and youth of different ethnicities; and
3. Consistency in Youthzone in achieving its desired youth outcomes.

Evaluation Results Trouble with the police, appearance in court, and possible probation monitoring are unexpected and highly stressful experiences for youth and parents. Parents may alternate between self-blame and distress with their child. Young people may be confused, embarrassed, angry, and fearful. Though the evaluation findings will do little to ease these emotions, parents and youth can be reassured of evaluated support from Youthzone case managers.

Evaluation found that when the risk and protective factors related to youths' respect of the law were measured, the average young person showed significant progress. Use of substances declined, though abstinence for alcohol and marijuana was not complete. Clients felt more optimistic about their futures by the end of services and their involvement/investment in school rose significantly. Attitudes and behavior associated with delinquency softened for most youngsters.

Youthzone offers several programs, each designed to meet the particular needs of an individual client/family. Evaluation found that once assigned, most youths progressed, with no one program being of greater efficacy than another. Thus, youths' substance use issues improved in any and all program paths. Similarly, evaluation analysis found that regardless of a youngster's type

of offense, progress was equivalent for all types of reasons for referral.

Youthzone programs are effective for most, but not all youth and families. Some youth/family clients resist full participation in recommended activities. Some complete activities, but are essentially unchanged in their attitudes and behavior at the end of services. Some reoffend during services and some reoffend later and return for a second round of Youthzone assessment and interventions. Similarly, while overall individual programs benefit enrolled clients, some are resistant to these interventions and complete them with an outlook similar to that at the time of their enrollment. Previous Youthzone evaluations have seen that some case managers are more effective with certain clients than are other managers. More work is needed to optimize programs for youth and families. The same conclusion would apply, of course, to most healthcare, social service, or educational endeavors, favorable outcomes for the majority are a goal, not a given. More should and can be done to strengthen programs.

Equity of Program Benefits More boys than girls are arrested and referred to Youthzone's diversion program. For each girl, two boys are enrolled. Over the seven program evaluation reports since 1998, differences among youth served in terms of gender, ethnicity, and age have grown smaller. Most youngsters today have much in common with one another today, nevertheless, monitoring program benefits to assure that all clients share equally in benefits is a reasonable concern.

Pre-post *Youthzone Screening* score changes were similar for youngsters of different ages, though some risk factors were more common among older youths. Substance use and school attachment were more problematic for older clients, so older teens showed greater progress. Younger and older clients showed gains in their delinquency attitudes and behavior and this was particularly true for young clients, an encouraging finding for prevention of future delinquency.

Female clients made more progress with substance use than did males. A similar finding applied to acquiring optimism and problem-solving skills. Girls progressed further than did boys. Girls reattached to school more quickly than boys.

Program benefits appeared in equal measure for three ethnicity groups: Caucasian, Latino/Latina, and Other ethnicities.

Youthzone enrolls youngsters of varying backgrounds and evaluation found equitable program benefits for gender, age, and ethnicity. The evaluation also analyzed whether family type contributed to youth problems and how family type influenced the results delivered by Youthzone services. Program benefits were received equally by clients from a wide range of home situations.

Program Outcomes Consistency Society changes, law enforcement and courts change policies, communities grow and evolve, and diversion programs experience staffing turnover. Maintaining consistent results through all of these influences is a great program challenge and prompted the evaluation's focus on outcomes consistency. Further, it is reasonable to hope that with experience, Youthzone may become more effective in operating programs, allocating resources, and matching youth to program purposes. The evaluation investigated these issues by comparing outcomes from the 2016 and 2019 evaluation study samples.

The 2019 evaluation found that not only did Youthzone sustain its previous performance levels with reducing risks for delinquency, its success rate improved with reducing substance use, encouraging optimism and health problem-solving, and encouraging school engagement. It significantly increased program outcomes from the three previous evaluation years.

Most families will discover that their boy or girl will have a better outlook on themselves and life and will be more likely to align their behavior with reasonable expectations following participation in Youthzone programs.

Though not a focus of this evaluation, in previous evaluations slightly less than 10% of clients in the evaluation samples has been rearrested after the initial offense that

led to their Youthzone referral and before court-ordered services were completed. Some clients re-offended within days of their admission. Among all Youthzone clients, these are probably at greatest risk for future personal, family, social, and vocational maladjustment. Success with them in the present could avoid much suffering and personal and social costs. The planned 2022 Youthzone evaluation will be devoted primarily to the questions of predicting and preventing recidivism, using data from 2014-2022 as a base of prediction data.

Finally, while evaluation established that, on average, youthful clients gained assets and reduced risk behaviors while receiving Youthzone services, not all clients made these gains and not all clients improved their adjustment equally in all programs. Evaluation calculated the performance of four programs in reducing risk factors, strengthening protective factors, and lowering the likelihood that a client would reoffend. All programs had some effectiveness with these outcomes. Of particular note were findings for Youthzone's group intervention for substance use. Scientific reports of successful interventions with delinquent youth substance use in Colorado community agency settings are uncommon. There are limited evidence-based practice standards for these interventions. Most diversion programs make some effort to reduce substance use, however, seldom are these systematized. Currently, evaluation determined that not only did youth enrolled in the group intervention designed for them reduce their substance use, they became more optimistic, more involved at school and in the community, and their delinquent and aggressive behaviors declined.

Few youth-serving programs in the region – or across the state for that matter – are fully informed about their programs' outcomes effectiveness and where modification is needed to resolve inequities and where services are working well. Nearly all service agencies rely on a leap of faith that what they promise, they are delivering. Youthzone, however, has adopted evaluation practices to assist in building evidence-based services and focusing administration, case managers, the organization's board and the community on where additional attention can improve outcomes.

Youth Program Services: Performance, Equity, and Continuity

Evaluation Purpose YouthZone provides family strengthening services for youth and their parents in Garfield and Pitkin and West Eagle Counties. This independent evaluation report summarizes findings from a study of youths who in the majority came to Youthzone with a legal problem. It addresses these three questions:

1. How successful are programs with reducing risk factors that predict delinquency?
2. How equitable are programs in achieving similar outcomes for females and males, younger and older, and youth of different ethnicities?
3. How consistent is Youthzone in achieving desired youth outcomes?

External evaluation of Youthzone programs began in 1998. This is the seventh evaluation report in a series of triannual assessments of youth programs.

Perspectives on Evaluation of Youth Diversion

Programs During the 20 years since Youthzone's first formal evaluation, youth and their families have changed along with society and lifestyles. For example, relatively few girls were arrested and referred in 1998, while today, they represent more than 35 percent of referrals for diversion services. So too, juvenile crime is treated differently today than two decades ago with more attention to "serious" violations and less to "minor" infractions of the law. Nevertheless, each year, 1000's of children and teens are still arrested in Colorado communities and processed through one or another local courts.

For more than a decade in the late 90's and through about 2010 youth arrests in Colorado for violent crimes were declining. Since, these arrests in Colorado have been similar year-over-year or increasing slowly. Arrests for theft and property crimes have declined steadily as have arrests for drug-related offenses. Arrest rates differ, however, from county to county in Colorado.

In Garfield County, there has been little or no reduction in arrest rates for all types of infractions for more than a decade. Substance use/possession rates have risen about 25% during the last 10 years. These epidemiological data confirm common experience, that the issues of preventing delinquency and reoffending after arrest have not been resolved.

The root causes of juvenile crime are multiple and dynamic. The driving forces are better understood now than two decades in the past. While the causes of delinquency have always been considered varied, now, they have been specifically identified through research as risk factors existing simultaneously in communities, in families, in schools, and with a young person's peers. For example, in Garfield County, the Colorado Department of Public Health and Environment determined through youth survey data that the availability of substances as well as community laws and social norms (attitudes of parents and other adults) favorable toward substance use were much greater locally than in other areas of Colorado.

Social science has recently begun reporting factors in juvenile diversion programs that predict achieving successful gains in youth behavioral adjustment. Key performance outcome indicators include program completion, behavioral and attitudinal changes during program services, and success with diverting arrested youth from reoffending and further involvement in the justice system. Generally, research has not been conclusive regarding program best practices for impact on these key performance indicators. Nevertheless, it suggests, for example, that strengths-based, "therapeutic" interventions are more effective approaches to juvenile diversion than are "control-oriented" case management approaches involving check-in and behavioral monitoring with threats of consequences for non-compliance. Currently, effectiveness of Colorado's juvenile delinquency prevention programs is only estimated. Data are limited on program best practices that modify risk factors and

prevent reoffending. Even less is known about whether these are of equal benefit to youths of different genders, and social, ethnic, and demographic characteristics. More should and can be done. This Youthzone evaluation contributes to the success of its programs for youth and families, and offers information for sister organizations involved in juvenile diversion.

This report follows new research on effective juvenile diversion by identifying factors that decrease youths' risk

of failure, learning whether Youthzone is sustaining an effective approach with these factors, and finally determining if youths of different backgrounds have an equal chance of reestablishing a typical positive youth development and avoiding future problems. It suggests evidence-based ways of looking at common challenges and helps YouthZone be as accountable as possible to its funders, families, and the communities it serves.

Evaluating Community-Based Youth Diversion Programs

Evaluation Methods Youthzone supplements usual youth intake procedures with information from the *YouthZone Screening for Positive Youth Development*® (“Screening”). The *Screening* tool covers a wide range of youth risk factors, e.g., trouble coping with stress and doing poorly in school. It measures internal and external assets – protective factors, e.g., positive self-esteem and resisting alcohol and drug use, that buffer influences causing delinquency. It contains 60 questions, of which seven are identifying and demographic, two ask the youth to assess the quality of their *Screening* answers, and 51 inquire about their assets and risks. It has a 7th-grade reading level and takes about 15 minutes to complete online.

The *Screening* measures the five factors listed in Fig. 1 that have been shown statistically to be sensitive to program effectiveness, completion, and client recidivism. A supplement provides trauma indicators in the areas of depression, self-destructive feelings, sexual victimization, and parents/adult rejection.

Fig. 1. The Screening Tool Scores

Alcohol, Tobacco, and Other Drug Use

Measures the youth's substance use, the potential harm of use, risk behaviors closely associated with extent of use (sexual activity and contact with police), and peer use of substances.

Optimism and Problem Solving

Measures the youth's resilience in coping with setbacks in life, confidence, self-efficacy, and important skills for solving problems and setting and achieving goals, and optimism about his or her future.

School and Community Involvement

Measures the youth's commitment to achieving in school, attendance, grades, and satisfaction with school, as well as his or her involvement in non-academic activities in school and the community.

Delinquency and Aggression

Measures the youth's antisocial outlook toward rules and other people, as well as their readiness to engage in verbal and physical conflict and tolerance of use of frankly dangerous substances, e.g., illicitly obtained medication.

Self-Deprecation

Measures the youth's perception of him or herself as a victim of verbal, physical, and sexual abuse, tolerance of substance use, and thoughts and plans to attempt suicide.

Youth program staffs plan services according to *Screening* score norms compiled from 100's of previously-screened youth that identify a youngster as “at-risk.” Some high-risk youths are referred for formal assessment, e.g., those with high Alcohol or Self-Deprecation scores, trauma, or suicide risk.

In the results sections below, this report presents evaluation findings and interpretations.

Results Section 1. Characteristics of Youth in the Evaluation Sample

This section of the report concentrates on 662 young people enrolled in Youthzone services between 2017 and 2019 and who completed a pre- and a post-*Screening*, both with valid results.

Evaluation Group Demographics The 662 children and adolescents – the “evaluation study sample” – were 35.5% female and 64.5% male. Only 5.1% were 12 years or younger and just 4.4% were 18. The mean age was 16 years. At intake, boys were slightly older than were girls.

Most youths (74.1%) attended a public middle or high school, with 1.4% home schooled, 15.6% in alternative school, 2.1% in a GED program and 5.0 % were not currently enrolled in school. (Some percentages do not add to 100 because of missing data.) Boys and girls were equally likely to be enrolled in a public school. Older youths were more often not attending a regular public school. Clients were 45.5% Caucasian or 43.0% Latino/Latina. Caucasian and Latino/Latina youth were of similar ages. Boys and girls were equally likely to be born in the US, with 12.3% born in another country.

The family structure of referred youth ranged widely, nevertheless, 38.4% were living with both of their birth parents and an additional 44.1% were living with one parent and a stepparent, in joint custody with their divorced mother and father, or in a single birth parent home. Only 5.1% were living in a setting where neither birth parent was present. Girls and boys were equally likely to come from a home in which both of their biological parents were present. Latino/Latina youth were more likely to be living with both of their birth parents than were Caucasian clients.

Source of Referral to YouthZone Of 662 youth, 0.8% came to YouthZone directly from law enforcement. Probation officers referred another 4.5%, 10.4% were referred by county courts, 9.2% from district courts, and 50.5% from municipal courts. Schools referred 14.1% of enrolled youths (as compared to 1% in 2016). and the remainder came on referral of other community agencies or were self-referred. Girls were more likely than boys to be referred by a probation officer. Ethnicity was unrelated to referral sources.

Community of Residence Clients in the evaluation study sample came from 26 communities across Garfield, Pitkin and West Eagle Counties and beyond. As shown in Table 1, those in the immediate area were most often from Glenwood Springs, Carbondale, and Rifle. Girls and boys were equally likely to be referred from these cities. Caucasian youth were seen less often than Latino/Latina youth in the Carbondale-Glenwood Springs area, but in about equal numbers elsewhere.

Table 1. Youth Community of Residence (Garfield and Pitkin Counties)

City Areas	Frequency	Percent
Aspen Area	37	5.9
Basalt Area	28	4.4
Carbondale Area	153	21.1
Glenwood Springs Area	156	24.7
New Castle-Silt Area	62	9.8
Rifle Area	129	20.4
Parachute Area	86	13.6
Total of all communities	651	100.0

The immediate needs of referred clients were not the same in each city area. Table 2 provides a snapshot into how youth behavioral challenges varied and may suggest the importance of ordering program priorities to match local need. Youth reports of use of alcohol and other drugs were greater in Aspen area communities as were

Optimism & Problem-Solving scores. Carbondale statistics for youth-reported problems followed closely those from the Aspen area. School & Community Involvement was a strength in the Rifle area as compared to other community areas. Delinquency and Aggression and Self-Deprecation were similar across city areas.

Table 2. Youth Community of Residence

City Areas	Priority Youth Issues
Aspen, Basalt, Snowmass Area	Statistically significant greater prevalence of "Alcohol, Tobacco, and Other Drug Use." Clients expressed greater "Optimism and Problem-Solving" as compared to

City Areas	Priority Youth Issues
	youth in other community areas. Aspen youth report the highest substance use scores in the four city areas.
Carbondale Area	Carbondale clients were similar to Aspen area youth in their reported substance use, showing higher rates than in other city areas. Like Aspen area youths, Carbondale youths expressed higher “Optimism and Problem-Solving” as compared to youth in other community areas.
Glenwood Springs, New Castle, Silt Area	Overall, similar to other city areas in developmental challenges with “Alcohol, Tobacco, and Other Drug Use,” “Optimism,” “Delinquency and Aggression,” and “Self-Deprecation.”
Rifle, Parachute Area	- Overall, similar to other city areas in developmental challenges with “Alcohol, Tobacco, and Other Drug Use,” “Optimism,” “Delinquency and Aggression,” and “Self-Deprecation.” - Greater “School-Community Involvement” than among youth in other city areas.

Results Section 2. Youth and their Legal Offenses

Youths’ Type of Legal Offense In the study sample, about 84.9% of all youths in the evaluation sample arrived at YouthZone with a recent legal offense. In Table 3 these offenses have been grouped together across sexes,

age, ethnicities and communities to assist with gaining an overview of the type and seriousness of youths’ legal problems and to facilitate statistical analysis.

Table 3. Type of Youth Legal Offenses at Intake

Offense Type	Frequency	Percent
Offense – Alcohol and Drug Related (possession, use, distribution)	318	56.6%
Offense – Petty Theft (theft of item with value less than \$500)	90	16.0%
Offense – Property (criminal mischief, trespass, motor vehicle theft, breaking and entering)	64	11.4%
Offense – Person (assault and battery, harassment and menacing, use of weapons, resisting arrest, sexual assault)	71	12.6%
Offense – Traffic	9	1.6%
Offense – Miscellaneous (forgery, fraud, conspiracy)	10	1.8%
Total	562	100.00%

Statistical analysis found highly significant differences in charges against boys and girls. For example, girls had more arrests involving offenses against another person (e.g., assault) and petty theft. Boys were more often referred with substance misuse and property (vandalism) offences.

There were differences statistically among ethnicities and offenses. Latino/Latina ethnicity was associated with more offenses against another person. Caucasian youths had more property offenses.

A youth’s family type could be important for planning and evaluating services, however, evaluation found that

this factor was unrelated to charges incurred by youth as well as most other aspects of diversion services.

Traffic-related charges aside, there were significant differences in the average age of clients only with substance-related charges. More than 60% of youth 16 or older came with substance use involvement. Younger youths were more often involved with offenses against a person or property.

Evaluation also examined offense data to determine if communities in the YouthZone catchment area were using different criteria to charge youth. Analysis found few statistically significant differences across communities

in the offense for which youth were arrested. In the Aspen-Carbondale areas there were more arrests for substance-related problems, though arrests for all other types of charges occurred less often in these two community areas. Officials in city areas arrested youth in equal

measures for offenses against person, petty theft, property, and traffic. By far, the most common reason for a boy or girl to be arrested in the Youthzone catchment area was possession, use, or sales of illegal substances.

Results Section 3. Intake-to-Discharge Changes in Screening Scores

When all 662 clients who completed valid pre- and post-*Screenings* were compared on their five intake and discharge scores, very highly significant improvements

were revealed. Pre and post means and significance of statistics are presented in Table 4.

Table 4 Statistical Significance of Pre-Post YouthZone Screening Score Changes for All Clients

(This analysis included all 662 youths combined. It shows the statistical significance of changes in their mean intake and discharge scores on the *Screening* survey)

YouthZone Screening Scale ¹	Intake Screening Mean	Discharge Screening Mean	Significance of F Statistic ²
Alcohol, Tobacco, and Other Drug Use	23.7	21.5	****
Optimism and Problem Solving	21.5	18.5	****
School and Community Involvement	15.34	13.3	****
Delinquency and Aggression	15.6	14.0	****
Self-Deprecation	9.6	9.3	***

¹ Higher scores indicate lower functioning in the *Screening* score scales

² Statistical significance levels: *** = p < .01, "highly significant," **** = p < .001 "very highly significant"

It is critically important to establish that Youthzone services are equitable, that they work about as well for younger and older, for both boys, and girls, and youth of different ethnicities. The following comparisons help determine program equity.

Pre-to-Post Screening Score Change and Age

- *Alcohol, Tobacco, and Other Drug Use* As expected, older clients had higher levels of initial and final substance use than did younger clients. The group of above-the-median age clients was at a greater risk for substance use than were younger clients even at the end of services. Change pre-to-post for these two age groups was the same. Both improved to an equal and statistically significant extent.
- *Optimism and Problem-Solving* Younger and older clients had similar scores initially on the Optimism and Problem-Solving scale. Both younger and older clients improved equally on the *Screening*.
- *School and Community Involvement* Younger clients initially reported slightly higher School and

Community Involvement scores, but both older and younger clients made very similar gains over time.

- *Delinquency and Aggression* Younger and older clients scored similarly on the Delinquency and Aggression scale when they enrolled. By the time they had completed services, however, younger clients had shown significantly greater improvement pre-post.
- *Self-Deprecation* Younger and older youth reported similar levels of Self-Deprecation at intake and both groups showed similar degrees of improvement during services.

YouthZone services created benefits that were equal for youth of all ages. Evaluation studied other client characteristics as these may have influenced their intake and discharge screening scores.

Pre-to-Post Screening Change and Gender

- *Alcohol, Tobacco, and Other Drug Use* Boys and girls were at equivalent levels of substance use at intake and girls' reduction in substance use

was nearly identical to boys by the time they left YouthZone services.

- *Optimism and Problem-Solving* Girls reported slightly higher Optimism and Problem Solving when they enrolled than boys did and girls improved their scores more than boys by the end of services.
- *School and Community Involvement* Girls reported slightly lower initial scores on School and Community Involvement than boys did. There were no differences, however, in the extent of positive change pre-to-post between the sexes. Nevertheless, at the conclusion of services, girls still scored more favorably than boys on this *Screening* scale.
- *Delinquency and Aggression* Girls showed higher scores on Delinquency and Aggression at intake, but then showed more improvement over time than did boys.
- *Self-Deprecation* Girls initially showed more sadness, depression, and low self-esteem than did boys. From pre-post their self-assessment improved more, but girls still showed greater Self-Deprecation at the end of services than boys.

Some differences in program benefits for boys and girls suggest the importance of considering gender when individualizing programs for boys and girls.

Pre-to-Post Screening Change and Ethnicity

- *Alcohol, Tobacco, and Other Drug Use* When they came to YouthZone, the level of substance abuse involvement was the same for Caucasian, Latino/Latina, and youth of other ethnicities. All

groups improved during services and to an equal extent.

- *Optimism and Problem-Solving* The three evaluation ethnic groups: Caucasian, Latino/Latina, and Other reported similar scores at intake on the Optimism and Problem-Solving scale. All three progressed during services and to an equal extent.
- *School and Community Involvement* Latino/Latina youth, more than Caucasians or Other ethnicities, scored higher initially on School and Community Involvement. These groups improved in equal degrees by the end of services.
- *Delinquency and Aggression* Caucasian youth had higher scores in this area than did the other ethnic groups, and showed more improvement from pre-post, though all three ethnic groups reduced delinquent attitudes and behavior significantly.
- *Self-Deprecation* Only small differences were seen initially in Self-Deprecation scores among ethnic groups. The small changes pre-post that were observed were to a similar degree for all three groups.

Pre-to-Post Screening Change and Type of Legal Offense

Understanding YouthZone's effectiveness in changing the adjustment and risk behaviors of clients with different types of legal offenses is also important to planning and evaluating services. Statistical results of this study issue are arranged in Table 5.

Table 5. Statistical Significance of Pre-Post Screening Change Within Type of Legal Offense

(This analysis included 562 youth separated into type of intake legal offense – the columns. It shows the statistical significance of changes in their mean intake and discharge scores on the *Screening* survey)

YouthZone Screening Scale	Significance of F Statistic for Pre-Post Change			
	Substance-Related Offense?	Property Offense?	Person Offense?	Petty Theft Offense?
Alcohol, Tobacco, & Other Drug Use	****	***	**	***
Optimism & Problem Solving	****	****	****	****
School & Community Involvement	****	ns	**	***
Delinquency & Aggression	****	****	****	****
Self-Deprecation	*	ns	ns	*

¹ Statistical significance levels: ns = "not significant," * = p < .10 "borderline significant," ** = p < .05 "significant," *** = p < .01, "highly significant" **** = p < .001 "very highly significant"

These results can be appreciated by looking down each of the Significance columns in Table 5 for each offense type:

- *Substance Offense Youth* The 318 youths who came to YouthZone with a substance-related offense (see Table 3) made substantial gains in four-of-five *Screening* scales. They reduced their substance use, though did not eliminate it. Their Optimism & Problem-Solving, School, and Delinquency self-assessments improved and there was marginal improvement in Self-Deprecation.

- *Property-Offense Youth* 64 youths with a property or 58 with a person offense showed similar improvements in adjustment and behavior as those with a substance-related offense.
- *Person Offense Youth* Youths referred with an offense against another person progressed with reducing risk behavior during services.
- *Petty Theft Youth* The 133 petty theft offense clients improved on all five *Screening* scales: Alcohol, Tobacco, and Other Drug Use, Optimism & Problem Solving, School and Community Involvement, Delinquency and Aggression, and Self-Deprecation.

Results Section 4. Outcomes of Individual Youthzone Programs

Results Section 3 presented outcomes for all youth combined from all Youthzone programs. Section 4 studies youth outcomes for individual Youthzone programs. Evaluation measured the significance of pre-to-post

Screening scale changes among just those clients enrolled in one of four programs. Programs were selected when they had included at least 30 clients with valid pre- and post-*Screening* surveys. Statistical results are shown in Table 6.

Table 6. Statistical Significance of Pre-Post *Screening* Score Change for Five Individual Programs

(This analysis compares pre-post changes on the *Screening* tools scales for clients who were enrolled in specific Youthzone programs total attendance of 30+ clients during the evaluation period)

<i>Screening</i> Scale	Significance of <i>F</i> Statistic for Individual YouthZone Programs			
	Seeking Safety (N = 56)	Substance Use: Class (N = 98)	Restorative Justice (N = 126)	Saturday Useful Public Service (N = 142)
Alcohol, Tobacco, & Drug Use	****	****	**	****
Optimism & Problem Solving	****	****	****	****
School & Community Involvement	***	****	****	****
Delinquency & Aggression	****	****	****	****
Self-Deprecation	ns	ns	ns	ns

¹ Statistical significance levels: ns = "not significant," * = p < .10 "borderline significant," ** = p < .05 "significant," *** = p < .01 "highly significant" **** = p < .001 "very highly significant"

Youthzone assigned clients to programs based on an assessment of their needs and other circumstances. Accordingly, the program outcomes shown in Table 6 represent change for those enrolled, for example, in Seeking Safety. Evaluation found that none of the pre-post changes on *Screening* scales were negative, nor that clients worsened from enrollment to completion of services. Findings show that each program yielded very positive results for clients in four of the five *Screening* scales. No program appeared to be more effective than any

other in *Survey* results. In terms of greater success with preventing reoffending (8.4% overall) programs ranked: #1 Restorative Justice, #2 Substance Abuse Class, #3 Saturday Useful Public Service, and #4, Seeking Safety. Analysis did not match programs according to the challenge presented by their clients, likely a significant factor in inter-program success rates.

These results show the value of individualizing interventions for youth with legal offense histories.

Results Section 5. Comparison of Evaluation Results 2016 and 2019

This section reviews changes in pre-post *Screening* scales from surveys collected from youths during 2014-2015-2016 and 2017-2018-2019. It addresses the consistency of program benefits for youth.

Demographically, differences between 2016 and 2019 samples were small. The same proportions of girls and boys, ages, ethnicities, and types of offenses were present in both samples. Family structure of referred clients has changed little over the years. About half live in homes with both birth parents. Community referral of youth has shifted very slightly. Relatively speaking, the Aspen area

sent about the same number of youths during the two evaluation periods. Slightly more referrals in the evaluation sample were from Carbondale. The Glenwood Springs New Castle, Silt areas had a larger percentage of total referrals in 2019 as 2016. Type of legal offense did not differ across the years.

Table 7 presents the results of the statistical comparison of program benefit consistency. On the whole a comparison of 2016 and 2019 evaluation results confirmed consistent and improving benefits for youthful clients.

Table 7. Statistical Significance of Pre-Post *Screening* Score Change for 2016 and 2019

<i>Screening Scale</i>	Significance of Change Difference Between 2016 – 2019^{1, 2}	Interpretation
Alcohol, Tobacco, & Drug Use	**	2016 sample clients and 2019 sample clients had equivalent levels of substance use problems when initially screened. By the end of their programs, 2019 clients had shown a 15% significantly greater improvement in this area than did the 2016 clients.
Optimism & Problem Solving	****	2016 sample clients had higher Optimism at intake than did 2019 clients, however, 2019 clients showed significantly greater improvement during Youthzone services, with greater Optimism at the end of service than did the 2016 clients.
School & Community Involvement	****	2016 sample clients and 2019 sample clients had equivalent levels of Involvement when initially screened. By the end of their programs, however, 2019 clients had shown a 10% significantly greater improvement in this area than did the 2016 clients.
Delinquency & Aggression	ns	2016 sample clients and 2019 sample clients had equivalent levels of Delinquency when initially screened and both samples showed equivalent and significant gains during services. The <i>difference in pre-post change</i> between 2016 and 2019 was not statistically significant.
Self-Deprecation	ns	2016 sample clients and 2019 sample clients had equivalent levels of Self-Deprecation when initially screened and both samples showed equivalent and significant gains during services. The <i>difference in pre-post change</i> between 2016 and 2019 was not statistically significant.

¹ Two-way Analysis of Variance with Repeated Measures.

² ¹ Statistical significance levels: ns = "not significant," * = p < .10 "borderline significant," ** = p < .05 "significant," *** = p < .01 "highly significant" **** = p < .001 "very highly significant"

Program Evaluation Summary

Evaluation Purpose and Perspective This report presents findings from an independent evaluation of Youthzone programs that served clients during 2017-2018-2019. The evaluation was designed to measure three program factors:

1. Programs' success with reducing risk factors that predict delinquency;
2. Program equity with similar outcomes for females and males, younger and older, and youth of different ethnicities; and
3. Consistency in Youthzone in achieving its desired youth outcomes.

Success with Delinquency Risk Reduction Trouble with the police, appearance in court, and possible probation monitoring are unexpected and highly stressful experiences for youth and parents. Parents may alternate between self-blame and distress with their child. Young people may be confused, embarrassed, angry, and fearful. Though these evaluation findings will do little to ease these emotions, parents and youth can be reassured of excellent support from Youthzone case managers.

Evaluation found that when youths' respect of the law were measured, the average young person showed significant progress. Use of substances declined, though abstinence for alcohol and marijuana were not complete. Clients felt more optimistic about their futures by the end of services and their involvement/investment in school rose significantly. Attitudes and behavior associated with delinquency softened for most youngsters.

Youthzone offers several programs, each designed to meet the particular needs of a client. Evaluation found that once assigned, most youths progressed, with no one program being of greater efficacy than another. Thus, youths' substance use issues improved in any and all program paths. Similarly, evaluation analysis found that regardless of a youngster's type of offense, steady progress was equivalent for all types of reasons for referral.

Youthzone programs are effective for most, but not all youth and families. Some youth/family clients resist full participation in recommended activities. Some complete activities, but are essentially unchanged in their attitudes and behavior at the end of services. Some reoffend dur-

ing services and some reoffend later and return for a second round of Youthzone assessment and interventions. Similarly, while overall individual programs benefit enrolled clients, some are resistant to these interventions and complete them with an outlook similar to that at the time of their enrollment. Previous Youthzone evaluations have seen that some case managers are more effective with certain clients than are other managers. More work is needed to optimize programs for youth and families. The same conclusion would apply, of course, to most healthcare, social service, or educational endeavors, favorable outcomes for the majority is a goal, not a given.

Equity of Program Benefits More boys than girls are arrested and referred to Youthzone's diversion program. For each girl, two boys are enrolled. Over the seven program evaluation reports since 1998, differences among youth served in terms of gender, ethnicity, and age have grown smaller. Most youngsters have much in common with one another today, nevertheless, monitoring program benefits to assure that all clients share equally in benefits is a reasonable concern.

Pre-post *Screening* score changes were similar for youngsters of different ages, though some risk factors were more common among older youths. Substance use and school attachment were more problematic for older clients, so older teens showed greater progress. Younger and older clients showed gains in their delinquency attitudes and behavior and this was particularly true for young clients, an encouraging finding for prevention of future delinquency.

Female clients made more progress with substance use than did males. A similar finding applied to acquiring optimism and problem-solving skills. Girls progressed further than did boys. Girls reattached to school more quickly than boys.

Program benefits appeared in equal measure for three ethnicity groups: Caucasian, Latino/Latina, and Other ethnicities.

Youthzone enrolls youngsters of varying backgrounds and evaluation found equitable program benefits for gender, age, and ethnicity.

The evaluation also analyzed whether family type contributed to youth problems and how family type influenced the results delivered by Youthzone services. Program benefits were received equally by clients from a wide range of home situations.

Program Outcomes Consistency Society changes, law enforcement and courts change policies, communities grow and evolve, and diversion programs experience staffing turnover. Maintaining consistent results through all of these influences is a great program challenge and prompted the evaluation's focus on outcomes consistency. Further, it is reasonable to hope that with experience, Youthzone may become more effective in operating programs, allocating resources, and matching youth to program purposes. The evaluation investigated these issues by comparing outcomes from the 2016 and 2019 Study samples.

The 2019 evaluation found that not only did Youthzone sustain its previous performance levels with reducing risks for delinquency, its success rate improved with reducing substance use, encouraging optimism and health problem-solving, and encouraging school engagement. It significantly increased program outcomes from the three previous evaluation years.

Most families will discover that their boy or girl will have a better outlook on themselves and life and will be more likely to align their behavior with reasonable expectations following participation in Youthzone programs.

Though not a focus of this evaluation, in previous evaluations slightly less than 10% of clients in the evaluation samples has been rearrested after the initial offense that led to their Youthzone referral and before court-ordered services were completed. Some clients re-offended within days of their admission. Among all Youthzone clients, these are probably at greatest risk for future per-

sonal, family, social, and vocational maladjustment. Success with them in the present could avoid much suffering and personal and social costs. The planned 2022 Youthzone evaluation will be devoted primarily to the questions of predicting and preventing recidivism, using data from 2014-2022 as a base of prediction data.

Finally, while evaluation established that, on average, youthful clients gained assets and reduced risk behaviors while receiving Youthzone services, not all clients made these gains and not all clients improved their adjustment equally in all programs. Evaluation calculated the performance of four programs in reducing risk factors, strengthening protective factors, and lowering the likelihood that a client would reoffend. All programs had some effectiveness with these outcomes. Of particular note were findings for Youthzone's group intervention for substance use. Scientific reports of successful interventions with delinquent youth substance use in Colorado community agency settings are uncommon. There are limited evidence-based practice standards for these interventions. Most diversion programs make some effort to reduce substance use, however, seldom are these systematized. Currently, evaluation determined that not only did youth enrolled in the group intervention designed for them reduce their substance use, they became more optimistic, more involved at school and in the community, and their delinquent and aggressive behaviors declined.

Few youth serving programs in the region – or across the state for that matter – are informed about their programs' effectiveness and where modification is needed and where services are working well. Nearly all service agencies rely on a leap of faith that what they promise, they are delivering. Youthzone, however, has adopted evaluation practices to assist in building evidence-based services and focusing administration, case managers, the organization's board and the community on where additional attention can improve outcomes.

Acknowledgement

Evaluation recognizes current and past case managers and supervisory staff, who have contributed ideas to the design and improvement of the evaluation, and who have been dedicated to following the screening process, that makes this program assessment possible.



Agenda Item #6.a.

Agenda Item Name:

Approve JAG Grant for Police Department - Impact Team

Presenter:

Tommy Klein, Chief of Police

Item Description:

Approve JAG Grant for Police Department's Impact Team

Recommended Action:

We recommend approving the release of overtime and equipment funds to facilitate a JAG grant supporting an Impact Team for the Police Department.

Fiscal Impact:

Some overtime funds were added to the 2021 budget in the event that not all of the funds in the 2020 budget for overtime will be spent.

Operational Impact:

Prior Board Motions:

Background Information:

Executive Summary:

The Police Department respectfully requests Council's approval to spend up to \$41,149 on overtime and new equipment for an Impact Team. The team will address drug sales and crime patterns that affect the quality of life in our community.

In early 2019, the Police Department applied for a Justice Assistance Grant (JAG) to fund an Impact Team and our request has been approved by the Department of Justice. Our 2020 budget affords \$41,149 for this expenditure.

If Council approves the funding, up to \$32,500 will be spent in overtime and up to \$8,649 on equipment during

the Federal fiscal year. Equipment will include a ladder, breaching equipment, a ballistic shield, 4 short rifles and a monocular.

Thank you for your consideration.

Notification Requirements:

Prepared By:

Tommy Klein, Chief of Police

Attachments:

1. Grant Terms

Grantee: City of Rifle Police Department
 Project: Impact Team
 DCJ Grant #: 2018-DJ-19-05-13-1

GRANT AWARD LETTER (Intergovernmental Grant Agreement)
SUMMARY OF GRANT AWARD TERMS AND CONDITIONS

State Agency Department of Public Safety, Division of Criminal Justice	DCJ Grant Number: 2018-DJ-19-05-13-1
Grantee City of Rifle	Grant Amount Federal Award # 2018-MU-BX-0121: \$41,149.00 Total Grant Funds Awarded: \$ 41,149.00
Grantee DUNS: 182774869	Match Percentage Required: 0%
Grant Issuance Date (Start Date): 7/1/2020	Grant Expiration Date: 6/30/2021
Is this Award for Research and Development (R&D)? No	State Grant Authority The Division of Criminal Justice is authorized to disburse these funds by Colorado Revised Statute 24-33.503 and 507
Grant Description (for this grant award): Prevent and reduce drug related criminal activity in and around the City of Rifle through targeted enforcement operations conducted by Rifle Police Officers.	
Agreement Purpose (Purpose of funding source and selection): The Justice Assistance Grant (JAG) Board selected grantee for award. The federal Justice Assistance Grant Program (JAG) allows agencies to support a broad range of activities to prevent and control crime based on their own local needs.	
Exhibits and Order of Precedence The following Exhibits and attachments are included with this Grant: 1. Exhibit A1, Sample Option Letter 2. Exhibit A2, Sample Grant Funding Change Letter 3. Exhibit B, Grant Requirements 4. Exhibit C, Special Conditions 5. Exhibit D, Federal Requirements 6. Exhibit E, Statement of Work. 7. Exhibit F, Budget. In the event of a conflict or inconsistency between this Grant and any Exhibit or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority: 1. Exhibit C, Special Conditions 2. Exhibit D, Federal Requirements. 3. The provisions of the other sections of the main body of this Grant. 4. Exhibit B, Grant Requirements 5. Exhibit E, Statement of Work. 6. Exhibit F, Budget.	

Grantee: City of Rifle Police Department
 Project: Impact Team
 DCJ Grant #: 2018-DJ-19-05-13-1

FEDERAL AWARD(S) APPLICABLE TO THIS GRANT AWARD

Federal Award Office	U.S. Department of Justice (US DOJ), Office of Justice Programs Office (OJP), Bureau of Justice Assistance (BJA)
Grant Program	State of Colorado Justice Assistance Grant (JAG) Program
CFDA	16.738 - Edward Byrne Memorial Justice Assistance Grant Program
Federal Award Number(s)	2018-MU-BX-0121
Federal Award Date	10/01/2018
Federal Award End Date *	09/30/2021
Federal Statutory Authority	This project is supported under FY18 (BJA - JAG State & JAG Local) Title I of Pub. L. No. 90-351 (generally codified at 34 U.S.C. 10101 - 10726), including subpart I of part E (codified at 34 U.S.C. 10151 - 10158); see also 28 U.S.C. 530C(a)
Total Amount of Federal Award (this is not the amount of this grant agreement)	\$ 2,796,761

* The Federal Award End Date is current at the time of this award. All federal funds are subject to availability as described in §2.B and §5.A below.

SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT

Each person signing this Agreement represents and warrants that the signer is duly authorized to execute this Agreement and to bind the Party authorizing such signature.

GRANTEE City of Rifle _____ By: Mr. Scott Hahn City Manager Date: _____	STATE OF COLORADO Jared Polis, Governor Department of Public Safety Stan Hilkey, Executive Director _____ By: Division of Criminal Justice ☐ Joe Thome, Director, or ☒ Debbie Oldenettel, Deputy Director Date: _____
In accordance with §24-30-202, C.R.S., this Agreement is not valid until signed and dated below by the State Controller or an authorized delegate. STATE CONTROLLER Robert Jaros, CPA, MBA, JD _____ By: Lyndsay J. Clelland, Contract and Grant Coordinator, Division of Criminal Justice Effective Date: _____	

Budget Summary Requested/Awarded

Personnel: Budget & Budget Narrative Details

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TRAVEL

N/A \$0

Travel Total \$0

EQUIPMENT

N/A \$0

Equipment Total \$0

CONSULTANTS/CONTRACTS (PROFESSIONAL SERVICES)

N/A \$0

Consultants/Contracts Total \$0

INDIRECT

N/A \$0

Indirect Total \$0

Non-Personnel Total: \$8,649

Exhibit E

Statement of Work

Project Summary

According to the Rifle Police Department's in-house computer system, New World Systems, a large portion of crime in Rifle, Colorado can be attributed to drugs. This is due to our central location in Garfield County along the I-70 Corridor. The I-70 Corridor is used as a major pathway to transport and distribute illegal drug dealers. This problem fuels crimes such as theft, burglary, and assaults committed by illegal drug dealers. These criminal acts have a damaging effect on the safety and well-being of

our small community. Our goal is to prevent and reduce drug related criminal activity in and around the City of Rifle through targeted enforcement operations conducted by Rifle Police Officers. We anticipate a reduction of 5% or greater over the first calendar year in shoplifting, theft, burglary and assaults as drug related arrests go up. These goals will be measured by the data collected in New World Systems.

Our goal is to prevent and reduce drug related criminal activity in and around the City of Rifle through targeted enforcement operations conducted by Rifle Police Officers. We anticipate a reduction of 5% or greater over the first calendar year in shoplifting, theft, burglary and assaults as drug related arrests go up. These goals will be measured by the data collected in New World Systems.

Problem Statement:

The Rifle Police Department is committed to reducing the amount of illegal drug use, distribution and preventing the ancillary criminal activity that occurs within our area. This growing drug issue drives repeat offenders to commit crimes such as theft, burglary and assaults to support their drug habits. These crimes victimize innocent citizens. Many of these victims have trouble feeling safe in their own homes because of the criminal acts committed against them and the people they know to support drug use.

Targeted enforcement of drug offenders requires manpower and manpower requires additional funding. Currently the City of Rifle's budget is unable to support the type of overtime/ manpower that would be required for this project. The city of Rifle relies on tax revenue from the oil and gas industry. The oil and gas industry in Colorado is still struggling. This translates into the city of Rifle having to make difficult decisions on what programs to fund and what programs to cut. The Rifle Police Department has become very skilled and doing more with less, but drug based investigations can become manpower intensive. If approved, this funding will allow for 650 hours in a calendar year for targeted drug enforcement operations. We anticipate that this will result in the arrests of drug users and drug distributors, getting them off the streets, into court proceedings and eventually into the drug rehab programs they so desperately need. That will in turn reduce the amount of illegal drug crimes and the associated property crimes that go with it. The Rifle Police Department, using strategic planning and proven practices will use an intelligence-led policing model to conduct these operations. This will not be by adding personnel but by strategically utilizing the requested resources in conjunction with the years of training and vast expertise already possessed within the department.

The Rifle Police Department utilized this proven targeted enforcement in 2017 during a brief few months when manpower allowed. This operational period was used to target a problem ridden hotel and a small area of town. Through these techniques, the Rifle Police Department was able to dramatically reduce the amount of drug related calls for service, availability of illegal drugs, and ancillary crimes in the area. Through these operations, the hotel that was the subject of our targeted enforcement has returned to a respectable establishment. Unfortunately, due to the lack of funding this program was unable to continue.

Goals & Outcomes

GOAL 1

Goal: Using Intelligence-led policing principles, the goal of this program is to reduce crime within the city limits of Rifle by targeting individuals involved in the use and sale of illegal drugs.

Outcome 1.1

Outcome: Reduce property crimes proportionally to drug related arrested. Ex. Drug arrests increase by 5%, property crimes will be reduced by 5%. The specific anticipated outcome is a 5% reduction in property related crimes.

Measurement: The reduction of property crimes will be measured by the Rifle Police Department's crime reporting software, New World Systems.

Timeframe: The reduction of property crimes and increase in drug related arrests will be measured and reported quarterly for calendar year 2020.



Agenda Item #6.b.

Agenda Item Name:

Consider Approval of Wastewater System SCADA Upgrades

Presenter:

Robert Burns , Utilities Director

Item Description:

Upgrades to SCADA system at wastewater reclamation facility are needed. The system was upgraded to the best of the fund ability in early 2018. We feel that the fund is in a position to handle a more long term upgrade based on the lease agreement proposed.

Recommended Action:

Move to approve Scada system upgrades lease to Browns Hill for Wastewater Treatment Plant.

Fiscal Impact:

Lease agreement of 36 monthly installments of \$5,325.

After 36 months we may renew or buy-out, depending on condition of the fund at that time.

Operational Impact:

None

Prior Board Motions:

None

Background Information:

Previous upgrades at the Rifle Regional Wastewater Reclamation Facility in 2018 were as a short term solution to immediate issues with the SCADA systems. At the time, the fund was not comfortable with absorbing a large expenditure and as one of the three vendors solicited provided an unsolicited "stand alone" option that was pursued due to lower initial costs. Staff is requesting approval to enter into a lease agreement for SCADA .

Executive Summary:

At this time staff would like to pursue a VM SCADA lease option with Browns Hill. The lease agreement is for 36 monthly installments of \$5,325.

This system will be similar to the system Browns Hill provided at the Rifle Regional Water Purification Facility. Utilizing Browns Hill has several advantages which include:

- Maintenance provided by Browns Hill

- Updates provided by Browns Hill
- On and off site back up provided by Browns Hill
- Monitoring provided by Browns Hill
- Software licensing maintained by Browns Hill
- Guaranteed up time as outlined in the included documents
- Browns Hill has staff located in Rifle (north of town on CO-13)
- Physically separated networks for security purposes

This will ease workloads on City staff as we currently have to manually back the system up ourselves, ensure licensing remains current and are having to utilize the local Browns Hill staff for immediate issues as they are only 10 minutes away.

Notification Requirements:

None

Prepared By:

Robert Burns , Utilities Director

Attachments:

1. Browns Hill SCADA Memo



***City of Rifle, Colorado
Utility Department
Wastewater SCADA Upgrades***

To: Scott Hahn, City Manager
From: Robert Burns, Utility Director – Utility Department
Re: Wastewater SCADA upgrades

Mr. Hahn,

Staff is requesting approval to enter into a lease agreement for SCADA upgrades at the Rifle Regional Wastewater Reclamation Facility. Previous upgrades in 2018 were as a short term solution to immediate issues with the SCADA systems. At the time, the fund was not comfortable with absorbing a large expenditure and as one of the three vendors solicited provided an un-solicited “stand alone” option that was pursued due to lower initial costs.

At this time staff would like to pursue a VM SCADA lease option with Browns Hill. This system will be similar to the system Browns Hill provided at the Rifle Regional Water Purification Facility. Utilizing Browns Hill has several advantages which include:

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- Software licensing maintained by Browns Hill
- Guaranteed up time as outlined in the included documents
- Browns Hill has staff located in Rifle (north of town on CO-13)
- Physically separated networks for security purposes

This will ease workloads on City staff as we currently have to manually back the system up ourselves, ensure licensing remains current and are having to utilize the local Browns Hill staff for immediate issues as they are only 10 minutes away.

We understand that a lease option is a greater cost than upfront purchase but the fund is trying to maintain and increase the fund balance for future projects. In addition, there will be significant costs associated with copper removal and permitting in 2021 so it is easier to budget a known monthly amount instead of an upfront purchase and trying to budget for the unknowns that accompany technology. We are seeking approval for 36 monthly installments of \$5,325 at which point we may re-new or buy-out depending on condition of the fund at that time.

Thank you for your consideration
Robert P. Burns

Utility Director
City of Rifle – Utility Department



Browns Hill Engineering & Controls

vmSCADA[®] Proposal

Rifle WWTP

8/11/2020

Ten Reasons for Choosing BHEC **vmSCADA®**

4

Complete System Level Disaster Recovery in Minutes.

9

Anytime, Anywhere Mobile Access Built-in.

5

Ultimate Data Protection with Onsite and Offsite Backup, Including the Cloud.

:

Market Leading Systemware — vmWare, Microsoft.

6

Leading Edge Virtual Machine Technology

;

All Major SCADA Software: GE, Rockwell, WonderWare, Ignition.

7

Always on Availability Through Redundancy.

<

Lease it: No Capital Investment to Get Started.

8

Secure: Dept. of Homeland Security: Cyber Security Compliant

43

Managed Services



Proposed System Overview

This vmSCADA proposal for Rifle WWTP provides a complete replacement and upgrade of the HMI/SCADA capabilities at the Wastewater Treatment Plant while continuing to utilize the existing communications network.

The new system will provide a number of new capabilities and improve most existing functionality. This includes:

- A. A Server based virtual machine HMI that provides high availability;
- B. True system level backup for rapid disaster recovery;
- C. Full VM storage on and off site for assured system and data protection;
- D. A Tablet will provide mobile control of the entire system on the move for multiple simultaneous users;
- E. Full featured report development, production and distribution;
- F. Multi-monitor touch-screen displays;
- G. Each system is firewalled and utilizes full gigabit networking;

This proposal also updates all of the SCADA application software to latest version of iFix HMI, Historian & Win-911 Alarming application software and provides backups onsite and at remote locations. Only the best-in-class application and operating system software is used.

The system will have a high security firewall to complement the entire system which is built to Department of Homeland Security cyber security standards.

Finally, the system has unprecedented support and is offered with capital purchase and lease acquisition options to meet the financial needs of any service provider.

This comprehensive offering provides the most full featured system available for its size. It also has ground breaking availability and backup/recovery.

Assumptions

- Communications equipment and transport beyond the local vmSCADA® GigabitE switch and routers are customer provided
- Interconnecting fiber bandwidth is 1 Gbps or faster
- Interconnecting plant wireless bandwidth is 10 mbps or faster
- Internet connection bandwidth is 10 mbps or faster
- Intrusion Detection and other advanced cyber security features are not provided
- Suitable mounting, space, power and HVAC environmental is provided by customer.

Proposed System Overview

Exclusions:

The following items are specifically excluded from this scope of work. These items are noted for clarification purposes. This list is not intended to include all items on the project that are excluded.

- All costs associated with cutting, patching and painting
- No local taxes, state taxes, or federal taxes have been included in this proposal
- No bonding costs have been included in this proposal
- Installation of in-line devices

Your Solution Includes the Following:

Security & Compliance

- (1) Fortigate Firewall
- LAN, Server and Firewall Configured to DHS Standards.
- Web Protection Services Available.

Back Up

- vRanger Daily Virtual Machine Back Up.
- Onsite NAS for local back up.

SLAs & Support

- 99.7% Uptime SLA.
- 24/7 Phone and Email Customer Support.
- Service Management Option with Lease.
- 30 Minute Response and 24 Hour Resolution Time Commitments.

Mobility & Connectivity

- DMZ Capable.
- VPN (SSL, & IPSEC)
- 1GB Ethernet.
- Window Remote Desktop Services for Remote Access. (5 Cals)

Virtualization

- 2 Virtual Machines
- 1 Virtual Appliance

Compute

- (1) Dell PowerEdge VRTX Chassis w/ 2 VRTX M640 Servers
- Vmware Essentials Plus v6.5
- Windows Server 2016 Standard.
- UPS

Storage

- (1) Buffalo Terrastation, 8TB

Visualization

- (2) Dell Optiplex Desktop w/Windows 10 Pro and (4) 23" Touch Screen Monitors
- (1) 15" Panel PC for UV Building

SCADA Application Software

- GE iFix, Historian, Clients, IGS Driver
- Win911 Alarming Software

**Move existing data & config to new system*

**Convert RAS PV screens to iFix*



Support Application Software

- Symantec Endpoint A/V Software
- Microsoft Office 2019 H&B
- Basic Domain Server
 - Active Directory
 - Domain Name Server
- vRanger Pro Backup Software
- BHEC Auto-Sync
- BHEC Multi-Monitor Application

**Customer provided Broadband Internet Service required*

Your Solution Includes the Following (continued):

Network Clean up:

- Provide (1) Fortigate Firewall with Fiber SFP Module
- Provide & Install (2) Ethernet Switches with Fiber Converters
- Change IP Subnet at WWTP

Hardwired Autodialers:

- Provide & Install 8 Channel Sensaphone Autodialer as a backup to Win911
- Configure Autodialer Parameters
- A standard telephone line is required

Remote Site Communications:

- Provide & Install Ethernet Radio Link between South LS & WWTP
- Configure Radio Parameters

Acquisition Proposals

- The following represents BHEC's vmSCADA® proposal according to the information we received and the aforementioned assumptions.

PURCHASE PACKAGE

vmSCADA - Purchase	\$ 123,169.04
--------------------	---------------

OPTION / ADDERS (3):

Reporting as a Service	\$ 600/setup
(12 reports @ 6 per site, 3 Year minimum)	\$ 240/month
Enterprise Monitoring (Applies to Purchased systems only, included w/ lease	\$ 200/month
Cellular Data (5GB/month each mobile device), included w/lease	\$ 99/month

LEASE PACKAGE 3YR/5YR

vmSCADA - 3 Year Lease / Per Month	\$ 5,325.00
vmSCADA - 5 Year Lease / Per Month	\$ 3,750.00

***The Lease Package requires a \$0 Security Deposit**

This document is not a contract and our pricing is subject to due diligence, assumptions/requirements validation, and additional discussion. When we conduct business, our relationship will be governed by BHEC's service description and standard terms and conditions unless we negotiate a separate written agreement. Notwithstanding any bid requirement, creation of any binding contractual obligations is contingent upon the successful and mutual execution of a separate written agreement.

vmSCADA® Comparison

FEATURE	TYPICAL HMI SCADA	vmSCADA®	vmSCADA® PLUS
Redundant Servers			●
SAN			●
Rack & Enclosure			●
DR Appliance(s)			●
Redundant Nodes			●
MS Domain			●
Server Class		●	●
Redundant HD		●	●
RAID		●	●
Redundant PS		●	●
NAS w/ Removable		●	●
Remote Access		●	●
Mobile Device		●	●
DHS Cyber Security		●	●
Touchscreen		●	●
System Level Backup		●	●
System Level DR		●	●
Offsite BU Storage		●	●
VMWare VMs		●	●
Microsoft Server OS		●	●
Industrial Firewall		●	●
Financing		●	●
Leasing		●	●
Gigabit Networking	●	●	●
24 X 7 BH Support	●	●	●
Remote BH Support	●	●	●
Standard SCADA Apps	●	●	●
AntiVirus	●	●	●
1 yr Warranty	●	●	●

Contact Browns Hill Engineering & Controls
to review our solution in detail.

John Suder 720-402-3724
jsuder@brownshilleng.com



Learn more about the security and benefits of
Browns Hill Engineering & Controls vmSCADA® at
www.vmSCADA.com



BROWNS HILL ENGINEERING & CONTROLS

8/11/2020

SOFTWARE AND EQUIPMENT LEASE

Parties and Contacts	
Browns Hill Engineering & Controls, LLC 8119 Shaffer Parkway, Unit C Littleton, CO 80127	<u>City of Rifle Utilities</u> <u>202 Railroad Ave</u> <u>Rifle, CO 81650</u>
Attn: Matt Ballard, Chief Operating Officer E-mail: mballard@BrownsHillEng.com	Attn: <u>Robert Burns</u> <u>Utility Director</u> E-mail: Rburns@rifleco.com
Referred to herein as "Browns Hill"	Referred to herein as "Lessee"

1. Lease Agreement and Term; Property Acceptance. Effective on the date set forth on the signature page of this Agreement, Browns Hill hereby leases to Lessee and Lessee hereby leases from Browns Hill, the hardware and software and access to any integrated third party software ("Property") described in the attached Exhibit "A" ("Property Schedule") for the period described on Exhibit "B" ("Lease Provisions Schedule"), both of which exhibits are incorporated herein by this reference. The capitalized terms defined in such exhibits shall have the same meaning in this Agreement as in such exhibits. The Lease Term shall commence on the date the Property is accepted by Lessee as evidenced by Lessee's execution of the Certificate of Acceptance attached hereto as Exhibit "C" ("Certificate of Acceptance") and delivery of the Certificate of Acceptance to Browns Hill. The Lease Term shall continue for the period set forth on the Lease Provisions Schedule. Notwithstanding that the Lease Term will begin after the effective date of this Agreement, the parties are obligated to comply with all provisions of this Agreement beginning on the effective date of this Agreement.

2. Beginning of Lease Term. The Lease Term shall commence on the date of Lessee's execution and delivery to Browns Hill of the Certificate of Acceptance, and shall continue for the period set forth on the Lease Provisions Schedule. The date of Lessee's execution of the Certificate of Acceptance shall be referred to the "Property Acceptance Date". Prior to execution of the Certificate of Acceptance, Lessee shall inspect the Property and give written notice to Browns Hill of any defect in or other objection to the Property. Upon execution of the Certificate of Acceptance by Lessee and delivery to Browns Hill, Lessee shall be conclusively presumed to: (i) have fully inspected the Property, (ii) have acknowledged that, to the best of the signatory's knowledge, the Property is in full compliance with the terms of this Agreement, (iii) have acknowledged that, to the best of the signatory's knowledge, the Property is in good condition and repair and is functioning properly, and (iv) have acknowledged that Lessee is satisfied with and has accepted the Property in such good condition and repair.

3. Lease Payments.

a. Lessee agrees to pay Browns Hill the Total Lease Amount for the full Lease Term, in the amount of the Monthly Installments, without notice or demand.

b. Payment of the first Monthly Installment is made on execution of this Agreement, and its receipt is acknowledged by Browns Hill. The second Monthly Installment shall be due and payable thirty (30) days after the Property Acceptance Date. In the event the Property Acceptance Date is not the first day of a calendar month, Lessee shall pay a prorated amount of the Monthly Installment thirty (30) days after the Property Acceptance Date, based on the number of days in such calendar month. The succeeding Monthly Installments shall be payable in full, in advance on the 1st day of each and every succeeding calendar month during the Lease Term. The last Monthly Installment due hereunder shall be a prorated amount of the Monthly Installment equal to a full Monthly Installment amount less the prorated amount which was due thirty (30) days after the Property Acceptance Date.

c. All payments of the Monthly Installments shall be received by Browns Hill at the address set forth above, on the date due without notice or demand.

d. If Lessee fails to pay a Monthly Installment (or any other amount required to be paid to Browns Hill hereunder) within five (5) days after the due date thereof, Lessee shall pay to Browns Hill a late payment fee of ten percent (10%) of such payment amount. The late payment fee is due on the sixth (6th) day after the due date of the relevant payment. Interest on the unpaid Monthly Installment or other amount and the late payment fee shall accrue from their respective due dates until paid, at eighteen percent (18%) per annum, compounded annually.

4. Security Deposit. N/A

5. Installation and Testing. Browns Hill shall install the Property at the Location (defined on the Lease Provisions Schedule), shall conduct all testing to confirm that as of the time of installation the Property will perform the functions necessary for Lessee to use the Property for the Permitted Use (defined below), and shall conduct the training reasonably determined necessary by Browns Hill. Lessee is responsible for providing security to the Location, and shall limit access to the Property to authorized and trained personnel. The Location and Lessee's use of the Property must comply with all U.S. Department of Homeland Security cyber security guidelines found in National Institute of Standards and Technology (NIST) Special Publication 800-82 revision 1 (e.g. frequent password changes, limiting access to the Location etc.) The Location must conform to International Building Code requirements for data processing server room unless agreed otherwise by Browns Hill.

6. Maintenance; Service Level Agreement. Browns Hill shall comply with the Service Level Agreement ("Service Level Agreement") which is attached hereto as Exhibit "D" and is incorporated into this Agreement. Browns Hill shall provide for the service, repair, and maintenance of the Property, at its own expense, so as to keep the

Property in the same condition, repair, appearance, and working order as it was on the Property Acceptance Date, ordinary wear and tear excepted. Browns Hill shall, at its own expense, replace any and all parts, devices and software which constitute the Property and which may from time to time become unusable, except as provided in Section 14 of this Agreement. All such replacement parts, devices and software shall become part of the Property, shall be owned by Browns Hill and shall be covered by this Agreement to the same extent as the Property originally covered by this Lease. Browns Hill shall have the right at any time to enter the Location and shall be given free access thereto and afforded necessary facilities for the purpose of inspection and maintenance of the Property.

7. Permitted Use of Property.

a. Lessee shall use the Property only for the Permitted Use set forth on the Lease Provisions Schedule, and for no other purpose. Lessee shall not use or permit the use of the Property in a manner that is unlawful, creates waste or a nuisance, or that causes damage to the Property or any person or other property. Lessee will exercise due care in the use and operation of the Property and will not install, use, operate, or maintain the Property improperly, carelessly, in violation of any applicable law, or for a purpose or in a manner contrary to that contemplated by this Lease. Lessee agrees not to move the Property from the Location without prior written consent of Browns Hill, which may be withheld in the sole discretion of Browns Hill. Consent to move the Property may be granted subject to (i) supervision of the move by Browns Hill, and (ii) payment to Browns Hill of all costs of such supervision, including, but not limited to, travel to and from the Location, lodging near the Location, car rental, the hourly rate of the employee(s) of Browns Hill deemed by Browns Hill necessary to supervise the move, and any out of pocket costs related to the foregoing.

b. The software constituting any part of the Property, including software developed and owned by Browns Hill and access to any software developed and owned by any third party (including any and all documentation relating to such software), is leased (not sold) to Lessee for use only under the terms of this agreement, and subject to any applicable license agreement with respect to such third party software. Browns Hill and the third party owners of all software included in the Property reserve all rights not expressly granted to Lessee. The terms of this Agreement and any applicable license agreement for all third party software govern any software upgrades to such software during the Lease Term, unless such upgrade is accompanied by a separate license in which case the terms of that license will govern. Title and intellectual property rights in and to any content displayed by or accessed through the third party software belongs to the respective content owner. Such content may be protected by copyright or other intellectual property laws and treaties, and may be subject to terms of use of the third party providing such content. This Agreement does not grant Lessee any rights to use such content.

c. Lessee may not sublease, lend, redistribute or sublicense the Property. Lessee may not, and may not enable or allow others to, copy, decompile, reverse engineer, disassemble, attempt to derive the source code of, decrypt, modify, create derivative works of the software included in the Property, or any part thereof. Any attempt to do so is a violation of the rights of Browns Hill and the third party owners of the software included in the Property, and is a default hereunder.

d. During the Lease term and on termination of this agreement for any reason, Lessee may not make or retain any copies of software included in the Property, whether full or partial, including copies stored on a computer or other storage device or any other medium.

e. Lessee shall comply with the "Operating Instructions" regarding use of the Property which are attached hereto as Exhibit "E", as such may be amended from time to time by Browns Hill and delivered to Lessee.

8. Insurance. From the Property Acceptance Date until possession of the Property is returned to Browns Hill, Lessee shall maintain in effect insurance against all risk or physical loss or damage to the Property in an amount not less than One Million and No/100 Dollars (\$1,000,000.00). Such insurance shall be provided by a carrier reasonably acceptable to and preapproved by Browns Hill. All policies shall name Lessee and Browns Hill as insureds as their respective interests will appear, and such policy or policies may not be altered, amended, or canceled without thirty (30) days prior written approval by Browns Hill. Such approval may be withheld in the sole discretion of Browns Hill.

9. Taxes. The parties to this Agreement contemplate that the Property will be used for a governmental or proprietary purpose of Lessee and, therefore, the Property will be exempt from all taxes presently assessed and levied with respect to personal property. However, in the event the use, possession, or acquisition of the Property is found to be subject to taxation in any form (except for income taxes of Browns Hill or Lessee) Browns Hill will pay, as the same respectively come due, all sales taxes. The Lessee shall pay all property taxes that may at any time be lawfully assessed or levied on, against or with respect to the Property (including without limitation, taxes levied against Lessee's leasehold interest), as the same become due. Any such taxes shall be invoiced to Lessee by Browns Hill, and payment shall be made as directed on the invoice no later than thirty (30) days after the invoice date.

10. Permits. Lessee shall obtain all permits and licenses necessary for the installation, operation, possession, and use of the Property, if any, excluding software licenses which are to be obtained by Browns Hill. Lessee shall comply with all laws, rules, regulations, and ordinances applicable to the installation, use, operation of the Property, and if compliance with any such law, rule, regulation, ordinance, permit, or license requires changes or additions to be made to the Property, such changes or additions shall be made by Browns Hill at the expense of Lessee (including the costs set forth in Subsection 14.b hereof).

11. Utility Charges. Lessee shall be responsible for (i) installation of the necessary electricity, air conditioning, light, heat, or power, telephone, internet or other utility service to the Location to be used in connection with the Property, (ii) payment of all charges for installation of such services at the Location, and (iii) payment of all costs of such service at the Location. Browns Hill shall have no responsibility with respect to such services, and in the event of the interruption of any such services there shall be no abatement or reduction of the Total Lease Amount or delay in the payment of any Monthly Installment.

12. Supplemental Equipment; Alterations and Updates. Lessee may not install any additional software, update any software included in the Property, or remove, alter, or copy any of such software without the prior written consent of Browns Hill. Lessee may not attach any other equipment to the Property or modify any software or equipment included in the Property without the prior written consent of Browns Hill. Permission to do any of the foregoing may be withheld in the sole discretion of Browns Hill. Any alterations or modifications accomplished by Browns Hill shall be performed on a "time and materials" basis. Any such equipment or software integrated with the Property shall be removed by Browns Hill upon termination of this Agreement, provided that removal will not damage the Property. Lessee shall not make any other alterations, changes, modifications, additions, or improvements to the Property.

13. Liens. Lessee shall not directly or indirectly create, incur, assume, or suffer to exist any mortgage, pledge, lien, charge, encumbrance, or claim on or with respect to the Property, or any interest therein. If the same shall arise at any time, Lessee shall promptly, and at its own expense, take such action as may be necessary to duly discharge any such mortgage, pledge, lien, charge, encumbrance, or claim. Failure to do so shall be a breach of this Agreement.

14. Damage to or Destruction of the Property. Beginning on the Property Acceptance Date, Lessee shall be responsible for any loss, damage or destruction of the Property from any cause at all, whether or not such loss, damage or destruction is covered by insurance. If the Property is lost, stolen, damaged or destroyed, Lessee will promptly notify Browns Hill of such event. In no event shall such loss or damage relieve Lessee of its obligation to pay the Monthly Installments and any other amounts due under this Agreement. In the event of such loss, damage or destruction, Lessee shall have the following obligations and options:

- a. In the event the Property is stolen or destroyed so as to be totally unusable for the Permitted Use, Browns Hill shall promptly replace the Property to return it to good working order within forty eight (48) hours. This may include the use of temporary equipment at the sole discretion of Browns Hill. Lessee shall pay One Hundred percent (100%) of the Replacement Value as of the Date of Acceptance to Browns Hill no later than ninety (90) days after the date the Property is stolen or becomes totally unusable. Lessee shall continue to timely make all Monthly Installments required hereunder through the end of the Lease Term. Any payments made to Browns Hill by any insurance company on account of the Property being stolen or rendered unusable shall reduce the Replacement Value as

of the Date of Acceptance due from Lessee. Upon payment of (i) the Replacement Value as of the Date of Acceptance to Browns Hill, (ii) payment of the amount of all Monthly Installments due after the date the Property is stolen or becomes totally unusable, and (iii) payment of all other amounts due hereunder, this Agreement shall terminate.

b. In the event the Property is partially damaged or destroyed (or only a portion of the Property is stolen) but the Property is not totally unusable, Browns Hill shall promptly repair the Property to return it to good working order within forty eight (48) hours. This may include the use of temporary equipment at the sole discretion of Browns Hill. Lessee shall pay all costs necessary to return the Property to good working order within sixty (60) days of Lessee's receipt of written notice of the total amount of such costs. Such costs shall include, but not be limited to: (i) all costs to replace or repair any of the Property, (ii) the hourly rate of the employee(s) of Browns Hill who repair or replace the damaged or destroyed Property, (iii) the costs of such employee(s) travel to and from the Location, lodging near the Location, car rental, and any out of pocket costs related to the foregoing. Lessee shall continue to timely make all Monthly Installments required hereunder and comply with all other obligations hereunder through the end of the Lease Term. Any new equipment or software which replaces the portion of the Property which was partially damaged, destroyed or stolen, shall become part of the Equipment for all purposes hereunder.

c. Notwithstanding any provision of this Agreement to the contrary, Lessee shall have no responsibility or obligation to repair or replace the Property if the damage or destruction to the Property is caused by the negligence or intentional acts of Browns Hill, its employees, or agents. In that event, Browns Hill shall replace any such damaged or destroyed equipment or software at its cost. The Monthly Installments shall abate for the period of time beginning on the date of such damage or destruction and continuing until the Property is fully functional. The Lease Term shall be extended for a like period. Any new equipment or software which replaces the portion of the Property which was damaged or destroyed, shall become part of the Equipment for all purposes hereunder.

d. For purposes of this Agreement, the Property shall be considered totally unusable if the Property can perform none of the functions which constitute the Permitted Use.

15. Liability; Indemnification.

a. To the fullest extent permitted by law, Lessee shall and does hereby agree to indemnify, protect, defend with counsel approved by Browns Hill, and hold harmless Browns Hill, and its officers, directors, employees, representatives and agents (collectively "Browns Hill Indemnitees") from and against all damages, losses, liens, causes of action, suits, judgments, expenses (including reasonable attorneys' fees, costs and expenses), and other claims of any nature, kind, or description by any person or entity, arising out of, caused by, or resulting from

Lessee's use, possession and operation of the Property and which are caused in whole or in part by any negligent act, negligent omission or willful misconduct of Lessee, anyone directly or indirectly employed by Lessee or anyone for whose acts Lessee may be responsible or liable. The provisions of this Section shall not be construed to eliminate or reduce any other indemnification or right which any Browns Hill Indemnatee has by law.

b. To the fullest extent permitted by law, Browns Hill shall and does hereby agree to indemnify, protect, defend with counsel approved by Lessee, and hold harmless Lessee, and its officers, directors, employees, representatives and agents (collectively "Lessee Indemnitees") from and against all damages, losses, liens, causes of action, suits, judgments, expenses (including reasonable attorneys' fees, costs and expenses), and other claims of any nature, kind, or description by any person or entity, arising out of, caused by, or resulting from any negligent act, negligent omission or willful misconduct of Browns Hill, anyone directly or indirectly employed by Browns Hill or anyone for whose acts Browns Hill may be responsible or liable. The provisions of this Section shall not be construed to eliminate or reduce any other indemnification or right which any Lessee Indemnatee has by law.

c. To the fullest extent permitted by law, Browns Hill shall and does hereby agree to indemnify, protect, defend with counsel approved by Lessee, and hold harmless the Lessee Indemnitees from and against all damages, losses, liens, causes of action, suits, judgments, expenses (including reasonable attorneys' fees, costs and expenses), and other claims of any nature, kind, or description by any person or entity, arising out of, caused by, or resulting from a claim that the software developed by Browns Hill which is included in the Property (excluding any third party software) infringes any patent, copyright, trademark or other proprietary interest of any third party; provided that such claim arises out of Lessee's use of the Property which is in accordance with the provisions of this Agreement.

d. Each party entitled to indemnification hereunder shall serve written notice of the claim for indemnification, along with supporting documentation, on the party from whom the indemnification is sought hereunder. The indemnifying party shall have the right to defend any litigation, action, suit, demand, or claim for which indemnification may be sought, but the indemnified party shall have the right to select the counsel who will defend the indemnified party, (which counsel shall be reasonably acceptable to the indemnifying party) or, the indemnified party may elect to defend any such litigation. If the indemnifying party defends the litigation, action, suit, demand or claim, the indemnified party shall extend reasonable cooperation in connection with such defense, which shall be at the indemnifying party's sole expense. If the indemnifying party fails to defend the same within a reasonable period of time, the indemnified party shall be entitled to assume the defense thereof, and the indemnifying party shall be liable to pay for all expenses reasonably incurred in connection with said defense (including reasonable attorneys' fees and settlement payments) If the indemnifying party

shall not have the right or obligation to assume the defense of any litigation, action, suit, demand, or claim in accordance with either of the two preceding sentences, the indemnified parties shall have the absolute right to control the defense of such litigation, action, suit, demand, or claim; provided, however, that litigation, action, suit, demand, or claim shall not be compromised or settled without the written consent of the indemnifying party, which consent shall not be unreasonably withheld. In the event the indemnified party assumes the defense of any such litigation, action, suit, demand, or claim, the indemnified party shall keep the indemnifying party reasonably informed of the progress of any such defense (including any proposed compromise or settlement).

16. Prohibition Against Assignment or Sublease.

a. Lessee shall not assign, transfer, pledge, or hypothecate this Agreement or its rights hereunder, sublease the Property, or any part thereof, or any interest therein, permit the Property to be used for any purpose not permitted by this Lease, without the express written permission of Browns Hill. Permission for any of the foregoing may be withheld by Browns Hill in its sole discretion.

b. Browns Hill may not assign this Agreement or any rights or obligations hereunder (except the right to receive payments hereunder) without the express written permission of Lessee. Permission for such assignment may be withheld by Lessee in its sole discretion.

c. Any assignment of Browns Hill's right to receive payments hereunder shall be in writing and Lessee shall receive prompt written notice of such assignment. Any such assignment shall in no way burden Lessee with any additional obligations other than those set forth in this Agreement, nor shall it limit any rights provided Lessee hereunder including its right to peaceful possession and use of the Property. Lessee shall not be required to execute any additional documents as a result of such assignment. If Browns Hill assigns its rights to receive payments hereunder, Lessee's duty to make payments hereunder will be fully discharged by directing such payments to the last assignee of which it has been given written notice at the address to be included in said notice, and Browns Hill hereby agrees to indemnify Lessee against any claims which may arise, over and above those obligations undertaken by Lessee in this Lease because of the failure of Browns Hill to promptly or properly accomplish any assignment (or sub-assignment) of its rights hereunder, or to promptly or properly notify Lessee thereof.

17. Default by Lessee. If any amounts due from Lessee hereunder are not paid within five (5) days after such amounts are due, Lessee shall be in default under this Agreement. In the event of Lessee's breach of any provision of this Agreement not requiring payment, Browns Hill shall give Lessee notice of such breach, and Lessee shall be in default if such breach is not cured within ten (10) days after the date of such notice. In the event of a default, Browns Hill may either (i) terminate the Agreement at the end of the month in which such default occurs, or (ii) not terminate the Agreement and take

such legal action as is necessary to recover the full amount due under this Agreement for the entire Lease Term. Any amounts not paid when due shall accrue interest at a rate of eighteen percent (18%) per annum from the date of such breach. In addition, in the event of Lessee's default, Browns Hill may pursue any one or more of the following remedies (which shall be cumulative and exercisable concurrently or separately as Browns Hill, in its sole discretion, may determine):

a. Browns Hill may retake possession of the Property without terminating this Agreement, by giving Lessee at least ten (10) days written notice of the date and time Browns Hill will retake possession of the Property. On the date and time Browns Hill is to retake possession of the Property, Lessee shall cooperate to allow Browns Hill to enter upon Lessee's premises and take possession of the Property. Lessee shall continue to be responsible for the payment of Monthly Installments until the default is cured, at which time Browns Hill shall return the property to Lessee at Lessee's expense.

b. Browns Hill may terminate this Agreement and retake possession of the Property by giving Lessee at least ten (10) days written notice of the date and time Browns Hill will retake possession of the Property. On the date and time Browns Hill is to retake possession of the Property, Lessee shall cooperate with Browns Hill to allow Browns Hill to enter upon Lessee's premises and take possession of the Property.

18. Default by Browns Hill. Lessee's rights to terminate this agreement and/or receive credit against amounts due hereunder are partially set forth in the Service Level Agreement. In addition, if Browns Hill defaults in its obligations hereunder, Lessee shall have available to it all remedies under Colorado law for contract breach.

19. Property Return at End of Lease Term. Upon expiration or termination of this Agreement, Lessee shall release the Property to Browns Hill in the same condition, repair, appearance, and working order as when the Property was installed at the Location (as may be modified by express written consent of Browns Hill pursuant to Section 12 above). Such release shall be accomplished by Browns Hill taking possession of the Property at the original installation location, unless Browns Hill and Lessee agree to another place of delivery.

20. Personal Property. The Property is and shall at all times be and remain personal property, notwithstanding that the Property, or any part thereof, may now be or hereafter become in any manner affixed or attached to or embedded in or permanently rested upon real Property or any building thereon or attached in any manner to what is permanent by any means of cement, plaster, nails, bolts, screws, or otherwise.

21. Browns Hill's Right to Perform for Lessee. If Lessee fails to make any payment or fails to perform or comply with any of its covenants or obligations hereunder, Browns Hill may at its election make such payment or perform or comply with such covenants and obligations. In that event, the amount of such payment and the expenses incurred by Browns Hill, together with interest thereon at the maximum rate permitted by

law or the rate of eighteen percent (18%) per annum, whichever is the lesser, shall be payable to Browns Hill by Lessee. Lessee's failure to perform or comply with any of its covenants or obligations hereunder shall be a breach of this Agreement. No election to perform or pay by Browns Hill shall constitute waiver of any covenant or obligation of Lessee or of any future default, and Browns Hill is under no obligation to take any actions described in this Section.

22. Cancellation for Non-Appropriation of Funds.

If the term of this Lease extends for more than twelve (12) months, the obligation of Lessee to pay Monthly Installments for any period beyond the first twelve (12) months is expressly contingent upon appropriate funds being budgeted and appropriated therefor. The term of this Lease may be extended upon agreement of the parties, provided the extension is reduced to writing and mutually executed, and shall be extended if appropriate funds are budgeted and appropriated therefore. In the event the Lease is not extended past the first twelve (12) months, Lessee shall cooperate with Browns Hill to retake possession of the Property, without the necessity to invoke legal proceedings to accomplish such repossession. In that event, Lessee gives up all right to possess the Property, and Browns Hill may apply the Security Deposit to pay (i) the reasonable costs and expenses incurred by Browns Hill to effect repossession, including any reasonable attorney fees and costs incurred to effect possession, (ii) the reasonable costs and expenses incurred by Browns Hill to prepare the Property for resale or re-leasing, and (iii) any other costs and expenses incurred by Browns Hill which are necessitated by the failure of Lessee to extend the lease beyond the first twelve (12) months. The foregoing provision is intended to comply with the Colorado Taxpayers Bill of Rights (Article X of the Colorado Constitution) and shall be construed to comply with that provision of the Colorado Constitution.

23. **Publicity.** Browns Hill agrees that it shall not publicize the fact or details of this Agreement, or disclose, confirm, or deny any details thereof to third parties or use any photographs or video recordings of Lessee's employees or use Lessee's name in connection with any sales promotion or publicity event without the prior express written approval of Lessee.

24. **Confidential Information; Non-Disclosure.** Browns Hill and Lessee acknowledge that they or their employees may, in the performance of their obligations under this Agreement, come into the possession of proprietary or confidential information owned by or in the possession of the other. The proprietary or confidential information of Browns Hill includes, but is not limited to, all details of the vmSCADA system and its integration with the third party software and hardware comprising the Property, and all "Operating Instructions" regarding use of the Property which are attached hereto as Exhibit "E". Neither party shall use any such confidential information for its own benefit or make such information available to any person, firm, corporation, or other organization, whether or not directly or indirectly affiliated with Browns Hill or Lessee, unless required by law. The confidential information of both parties shall be considered a "Trade Secret" of the party providing the information, as that term is defined in the

Colorado Uniform Trade Secrets Act, Section 7-74-101, C.R. S., et seq., and shall be entitled to all protections provided in that Act. Lessee acknowledges that Browns Hill may collect, maintain, process and use diagnostic, technical, usage and related information, including but not limited to unique system or hardware identifiers, which is gathered periodically to provide and improve the utility of the Property, facilitate the provision of software updates and product support related to the Property, and to verify compliance with the terms of this Agreement. Browns Hill may use this information solely for the purposes described in this Section. Lessee shall require all employees who use the Property to execute a document acknowledging their obligation to be bound by the provisions of this Section, and shall provide copies of such documents to Browns Hill on its request.

25. Browns Hill Not Debarred. Browns Hill represents and warrants that neither it nor its Principals are suspended, debarred, proposed for debarment, declared ineligible, or voluntarily excluded from the award of contracts from the United States ("U.S.") federal government procurement or non-procurement programs, as listed on the System for Award Management website (www.sam.gov) maintained by the U.S. "Principals" means officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity. Browns Hill will provide immediate written notification to Lessee if, at any time prior to award, Browns Hill learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. This certification is a material representation of fact upon which reliance will be placed when Lessee executes this Agreement. If it is later determined that Browns Hill knowingly rendered an erroneous certification, in addition to the other remedies available to Lessee, Lessee may terminate this Agreement for default by Browns Hill.

26. Notices and Communications. Any notice or other communication which may be required or which may be given under the terms of this Agreement, shall be deemed sufficiently given if personally delivered or sent by registered or certified mail, return receipt requested, postage prepaid, or e-mailed (with follow up letter by 1st class, registered or certified mail which is mailed on the same date), and addressed to the parties as set forth in the "Parties and Contacts" on p. 1 of this Agreement. The date of service by mail of any notice or other communication required or which may be given under the terms of this Agreement shall be the date on which the same is received by the addressee. However, any notice sent by certified or registered mail which is unclaimed or refused by the intended recipient shall be deemed for the purposes hereof to have been served on the date of the first attempted delivery. The date of service by e-mail shall be the date the e-mail is transmitted to the intended recipient. Either party may, by prior written notice to the other party, change the address to which any notice or communication hereunder may be given to such party.

27. Dispute Resolution. In the event any dispute arises between the parties related to the subject matter of this Agreement (including its exhibits or documents executed in conjunction with this Agreement), the dispute shall be resolved by arbitration conducted through the American Arbitration Association, or its successor, by a single arbitrator selected by the parties in accordance with the rules of said

organization. If the subject matter of the arbitration involves technical aspects of the Property or its implementation or use, the parties shall either agree to use an arbitrator with a technology background or allow the arbitrator to retain an expert in the subject matter of the dispute to assist the arbitrator. Pre-trial proceedings shall be governed by the Colorado Rules of Civil Procedure, Colorado Rules of Evidence and such other or modified rules as the parties may agree or the arbitrator may direct. The award of the arbitrator shall be final and binding, shall not be subject to appeal and may be entered as a final judgment in any court of competent jurisdiction. The arbitrator shall render his or her decision no later than thirty (30) days after the submission of the evidence and issues. In any action filed or commenced pursuant to this provision, the Parties further waive all objections to personal jurisdiction or venue. Nothing contained in this Agreement shall preclude either party, as appropriate, from seeking injunctive relief in a court of competent jurisdiction for breaches of this Agreement including, but not limited to the breach of any confidentiality provisions herein.

28. Miscellaneous.

a. Anti-discrimination. Browns Hill is an equal opportunity employer, and agrees not to discriminate against any employee, contractor or applicant for employment or contract labor because of race, creed, color, national origin, sex, sexual orientation, age, physical defect or disability, or any other class of person legally protected in the jurisdiction where Browns Hill is located with regard to but not limited to employment upgrading, promotion or transfer, recruitment or recruitment advertising, layoffs or termination, or selection for training.

b. Governing Law and Venue. This Agreement was executed in Jefferson County, Colorado. This Agreement shall be governed and construed in accordance with the laws of the State of Colorado (excluding its conflicts of laws rules) and each party submits to the jurisdiction of any state court in the State of Colorado. The parties agree to that venue for any proceeding or litigation, judicial or non-judicial, arising out of the subject matter of this Agreement shall lie exclusively with the courts of Jefferson County, Colorado.

c. Section Headings. All section headings are for convenience of reference only and are not intended to define or limit the scope of any provisions of this Agreement.

d. Severability. If one or more provisions of this Agreement, or the application of any provision to any party or circumstance, is held invalid, unenforceable, or illegal in any respect, the remainder of this Agreement and the application of the provision to other parties or circumstances shall remain valid and in full force and effect.

e. Cumulative Remedies. No remedies or election hereunder shall be deemed exclusive, but shall, whenever possible, be cumulative with all other remedies at law or in equity.

f. Survival of Provisions of Agreement. The obligations set forth in Sections 4 and 8 through 24, and any other right or obligation in this Contract that, by its terms, exists, is intended to be performed or may be performed after termination or Closing, shall survive Closing or termination of this Agreement.

g. Non-Waiver of Defaults. Any failure of either party at any time, or from time to time, to enforce or require the strict keeping and performance of any of the terms and conditions of this Agreement, or to exercise a right hereunder, shall not constitute a waiver of such terms, conditions, or rights, and shall not affect or impair same, or the right of such party at any time to avail itself of same.

h. Prior Agreements; Amendments. This Agreement and all Exhibits hereto and the Instructions described in Section 7.e of this Agreement contain all of the agreements of the parties hereto with respect to any matter covered or mentioned in this Agreement, and no prior agreements or understanding pertaining to any such matter shall be effective for any purpose. All such documents shall be considered one integrated agreement. No provision of this Agreement may be amended or added to except by an agreement in writing signed by the parties hereto or his respective successors in interest. This Agreement shall not be effective or binding on any party until fully executed by all parties hereto.

i. Independent Contractor Status. For all purposes of this Agreement and notwithstanding any provision of this Agreement to the contrary, Browns Hill is an independent contractor and is not an employee, partner, joint venturer, or agent of Lessee.

j. Attorney Fees, Costs and Expenses. In the event any action, proceeding or litigation, judicial or non-judicial, arises out of the subject matter of this Agreement, the prevailing party shall be entitled to payment of all costs, expenses and attorney fees incurred, including those incurred on appeal and for collection of a judgment.

k. Authority. Lessee represents and warrants that it has the power to enter into this Agreement; that all procedures required for the authorization and execution of this Agreement, including competitive bidding, if applicable, have been taken or complied with; that all payments made hereunder will be paid out of funds which are legally available for such purposes; and that Lessee has appropriated funds, or has encumbered funds which have been appropriated to it, for payment of all amounts due under this Agreement. Subject to Section 22 of this agreement.

l. Execution. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all together shall constitute but one and the same Agreement. It is also agreed that separate counterparts of this Agreement may separately be executed by the parties all with the same force and effect as if the same counterpart had been executed by all parties.

m. Authority to Execute. The individual executing this Certificate of Acceptance warrants to Browns Hill that such person has sufficient authority to bind Lessee. Such individual represents and warrants that he or she has the power and authority to execute and deliver this Certificate of Acceptance on behalf of Lessee.

Executed on this ____ day of _____, 20____.

Browns Hill Engineering & Controls, LLC Lessee: City of Rifle Utilities

By:_____

By:_____

Ted F. Will Member

Print Name and Title

**EXHIBIT “A”
TO
SOFTWARE AND EQUIPMENT LEASE
Between
BROWNS HILL ENGINEERING & CONTROLS, LLC
and
City of Rifle Utilities**

Execution Date: _____

PROPERTY SCHEDULE

This Property Schedule is an attachment to and is incorporated into that Software and Equipment Lease (the “Agreement”) referenced above.

QTY.	SERIAL #	NAME	DESCRIPTION
1		Dell VRTX Chassis	
2		Dell VRTX M640 Server	
2		Dell Optiplex Presenter	
4		Dell TouchScreen	24”
2		Apple iPad with Case	
2		Eaton pW9130 & Net Card Tower 1000va	
1		Rack Shelf	
1		Dell KVM	
1		Eaton ATS	
2		Ubiquiti WAP	Wireless Access Point
1		Fortigate 60E Rack Mount	
1		Buffalo NAS 8TB	Backup Device
1		Dell 24 Port Switch	
2		550VA UPS Units	
24		Windows 2016 Server OS	
2		Office 2019 Standard	
2		vRanger Backup Software	
6		Symantec A/V	
1		Sensaphone Dialer	Sensaphone AutoDialer
1		15” OIT Screen	Advantech OIT
1		Ethernet Switch	Ethernet Switch with Fiber

**EXHIBIT “B”
TO
SOFTWARE AND EQUIPMENT LEASE
Between
BROWNS HILL ENGINEERING & CONTROLS, LLC
and
City of Rifle Utilities**

Execution Date: _____

LEASE PROVISIONS SCHEDULE

This Exhibit is executed pursuant to that Software and Equipment Lease (the “Agreement”) referenced above. Capitalized terms defined in the Agreement shall have the same meaning in this document. The provisions set forth below are incorporated into the Agreement by this reference.

Security Deposit: ~~\$09,580~~

Location of Property: One (1) system at City of Rifle Utilities Waste Water Treatment Plant, Rifle, CO

Replacement Value of Property at acceptance date: \$123,169

Permitted Use: The Property will be used for centralized monitoring and control for field sites over long-distance communications networks, including monitoring alarms and processing status data, for local control operations (e.g. opening and closing valves and breakers, collecting data from sensor systems, and monitoring the local environment for alarm conditions) for the Waste Water system operated by Lessee.

Lease Term: Sixty (36) months ¹

Number Of Monthly Payments: Sixty (36)

Total Lease Amount: \$191,700

Monthly Installment: \$5,325

Payment method: [check, credit card, EFT]

¹ The Lease Term shall begin on the Property Acceptance Date, and shall terminate on the day before the corresponding date in the calendar month which is the number of months in the Lease Term after the Property Acceptance Date. For example, if the Property Acceptance Date is January 15, 2018 and the Lease Term is 60 months, the Lease Term shall end on January 14, 2023.

The above is agreed to as of this ____ day of _____, 20 ____.

Browns Hill Engineering & Controls, LLC Lessee: City of Rifle Utilities

By:_____

By:_____

Ted F. Will Member

Print Name and Title

EXHIBIT “C”
TO
SOFTWARE AND EQUIPMENT LEASE
Between
BROWNS HILL ENGINEERING & CONTROLS, LLC
and
City of Rifle Utilities
Execution Date: _____

CERTIFICATE OF ACCEPTANCE

This Certificate of Acceptance is executed and delivered pursuant to that Software and Equipment Lease (the “Agreement”) referenced above. Capitalized terms defined in the Agreement shall have the same meaning in this Certificate of Acceptance.

Lessee hereby acknowledges and verifies the information set forth below as of the _____ day of _____, 20____, which shall be the Property Acceptance Date as that term is defined in the Lease Agreement.

1. Lessee acknowledges and agrees, to the best of the lessees knowledge, that the Property set forth on Exhibit “A” to the Agreement has been installed at the Location and as of the Property Acceptance Date, and:

- a. Lessee has fully inspected the Property,
- b. The Property is in full compliance with the terms of this Agreement,
- c. The Property is in good condition and repair and is functioning properly,
- d. Lessee is satisfied with and has accepted the Property in such good condition and repair, and
- e. There exist no offsets or defenses to the obligations of Lessee under the Agreement.

2. Lessee personnel who will be responsible for operating the Property have been provided adequate training on how to properly operate the Property.

3. Lessee has obtained the insurance required by Section 7.d of the Agreement, and has provided the required Certificate of Insurance to Browns Hill.

4. The individual executing this Certificate of Acceptance warrants to Browns Hill that such person has sufficient authority to bind Lessee. Such individual represents and warrants that he or she has the power and authority to execute and deliver this Certificate of Acceptance on behalf of Lessee.

LESSEE: City of Rifle Utilities

By: _____

(print name)

Its: _____

(print title)

* * * * *

Receipt of the "Certificate of Acceptance" is hereby acknowledged:

Browns Hill Engineering & Controls, LLC

By: _____

Ted F. Will Member

EXHIBIT “D”
TO
SOFTWARE AND EQUIPMENT LEASE
Between
BROWNS HILL ENGINEERING & CONTROLS, LLC
and
City of Rifle Utilities

Execution Date: _____

SERVICE LEVEL AGREEMENT

This agreement is entered into between Browns Hill and the City of Rifle Utilities (“Lessee”) in conjunction with a “Software and Equipment Lease” of even date herewith (“Lease”) whereby Lessee leases the vmSCADA system developed and owned by Browns Hill Engineering & Controls, LLC (“Browns Hill”), and the integrated third party software and hardware defined as the “Property” in the Lease. This Service Level Agreement (“SLA”) is an integral part of the Lease and the terms of this Agreement are incorporated into the Lease; all capitalized terms defined in the Lease (including its exhibits) shall have the same meaning in this SLA as in the Lease. This SLA is effective on the Property Acceptance Date, continuing until the last day of the Lease Term.

1. Service. Browns Hill provides financial backing to its commitment to achieve and maintain the Service Levels described herein for the Property. If Browns Hill does not achieve and maintain the Service Levels for the Property as described in this SLA, Lessee will receive a credit towards a portion of the Monthly Installments due under the Lease. The terms of this SLA will not be modified during the Lease Term.

2. Definitions.

a. “Available” means the Property is able to provide all of the data processing, communication and other functions necessary to fulfill the Permitted Use. If the Property is not able to provide all of such functions due to any reason described in Section 0 below, the Property shall still be considered Available. If the Property is not able to provide such functions because of (i) an Incident which commenced with one of the causes set forth in Subsections 8.d to 8.h (inclusive) below, and which cause was subsequently cured, but (ii) which triggered a period of Downtime because the Property is not Available for reasons not set forth in Subsections 8.d to 8.h (inclusive) below, the Property shall be considered Available during the entire period the Property is not able to provide such functions.

b. “Downtime” means a period during which functions of the Property are not Available to authorized users of the Property. A period of Downtime begins upon receipt of a properly completed Trouble Ticket by Browns Hill. Downtime ends when Browns Hill has determined that the Property is once again Available to all authorized users. Browns Hill will provide a copy of the Trouble Ticket,

including a calculation of the Downtime with respect to the Incident reported on the Trouble Ticket, within a reasonable period of time after the Property becomes Available. All Downtime shall be classified as set forth in Section 5 below.

c. “Incident” means (i) any single event, or (ii) any set or series of events, which result in Downtime for which a Trouble Ticket is submitted to Browns Hill. An incident may also simply be the discovery by Lessee that a function of the Property is not working properly.

d. “Downtime Minutes” shall mean the total number of minutes of Downtime for each system during a calendar month. All partial minutes of Downtime shall be rounded down to the next whole minute. Downtime and credits for Downtime shall be determined on a system by system basis. For example, if Lessee has 3 systems and all 3 systems experience 30 minutes of Downtime, then Downtime credit for each system shall be considered separately as 30 minutes per system, not 90 minutes in aggregate. “Downtime Equivalent Minutes” shall mean the number of Downtime Equivalent Minutes calculated as set forth in Section 5 below.

e. “Monthly Uptime Percentage” is calculated using the following formula for each calendar month during the Term:

$$\frac{(\text{Total Available System Minutes} - \text{Downtime Equivalent Minutes}) \times 100}{\text{Total Available System Minutes}}$$

f. “Scheduled Downtime” means periods when any or all of the data processing, communication and other functions necessary to fulfill the Permitted Use cannot be used by Lessee, because of network, software or hardware maintenance or upgrades being performed by Browns Hill as set forth in Section 9 below.

g. “Service Credit” is the amount to be credited to Lessee and applied to the next Monthly Installment following a calendar month in which the Service Level Commitments set forth in Section 3 below were not met.

h. “Service Level” means the performance metric(s) with respect to the Property and set forth in Section 3 below.

i. “Trouble Ticket” shall mean either an electronic or physical document which contains the information described in Section 4 below. Electronic tickets may either be submitted electronically (i.e. through Browns Hill’s website, www.vmscada.com) or verbally (either by telephone or in person). If an electronic Trouble Ticket is submitted to Browns Hill, it will be considered received by Browns Hill upon completion of its submission by Lessee. If Lessee submits the information required by Section 4 below verbally (either by telephone or in person), the Trouble Ticket will be considered received by Browns Hill upon

completion of the physical Trouble Ticket by a representative of Browns Hill after the information described in Section 4 below is provided to such representative.

j. “Total Available System Minutes” means the total number of minutes in a calendar month. For this purpose the following is the total number of minutes in a full calendar month, per user:

Number of Days in Month	Number of System Minutes in Month
28	40,320
29	41,760
30	43,200
31	44,640

3. Service Level Commitment. Browns Hill commits to the following Monthly Uptime Percentage for the Services:

- a. 99.70% for vmSCADA (the small system); and
- b. 99.90% for vmSCADA Plus (the large system).

If the Monthly Uptime Percentage falls below the referenced percentages, for any given calendar month, Lessee will receive a Service Credit to be applied to the next Monthly Installment(s) as set forth in Section 6 below.

4. Trouble Ticket. In the event of an Incident, Lessee must submit a “Trouble Ticket” to Browns Hill. The Trouble Ticket must include the following information:

- a. A detailed description of the Incident;
- b. The number and location(s) of affected users (if applicable); and
- c. Detailed descriptions of Lessee’s attempts to resolve the Incident at the time of occurrence.
- d. Priority (1-5 with 5 being the highest level of priority)

The Trouble Ticket must be submitted electronically (i.e. through Browns Hill’s website, www.vmscada.com), unless Lessee determines that the Incident requires emergency resolution. In that event, the Trouble Ticket may be submitted verbally (either by telephone or in person) to Browns Hill at the telephone number provided to Lessee. Browns Hill will evaluate all information reasonably available and make a good faith judgment on whether a Service Credit is owed. Browns Hill will use commercially reasonable efforts to process claims during the subsequent month and within forty five (45) days of receipt. Lessee must be in full compliance with the Lease during the full period of the Downtime in order to be eligible for a Service Credit, unless any non-compliance is due to forces outside of lessees control. If Lessee is not in full compliance with the Lease during the full period of Downtime, such Downtime will not be included in the calculation of the Monthly Uptime Percentage for that calendar month. If Browns

Hill determines that a Service Credit is owed to Lessee, the Service Credit will be applied to the next occurring Monthly Installment.

5. Calculation of Downtime Equivalent Minutes. A Service Credit shall be based on the amount of “Downtime Equivalent Minutes” for an applicable calendar month, as follows:

Class of Downtime	Calculation of Downtime Equivalent Minutes
Class A Downtime	Minutes of Downtime/1 = Downtime Equivalent Minutes
Class B Downtime	Minutes of Downtime/2 = Downtime Equivalent Minutes
Class C Downtime	Minutes of Downtime/3 = Downtime Equivalent Minutes
Class D Downtime	Minutes of Downtime/4 = Downtime Equivalent Minutes
Class E Downtime	Minutes of Downtime/5 = Downtime Equivalent Minutes

For this purpose, “Downtime” shall be classified as follows:

- a. Class A Downtime – Most Severe: The Property is completely unavailable. Examples – “blue screen of death”, no functionality, business operations significantly impaired.
- b. Class B Downtime – Major: The Property is only partially or periodically functional. Example – The Property is periodically rebooting the operating system or applications. Operation of the Property, and therefore business operations, are partially impaired.
- c. Class C Downtime – Moderate: The Property is generally available but some operational control is impaired and some data loss is occurring. Example – the historian archive is unavailable and data is lost.
- d. Class D Downtime – Minimal: The Property is available but functionality is incomplete or sluggish. Business operations are not impaired, but may be delayed or retarded. Example – setpoint changes due to system issues take 2-3 times the normal period to take effect.
- e. Class E Downtime – Minor: The Property is not operationally impaired, and only the least critical functions are not available causing inconvenience or annoyance but not operational impairment. Example – sticky keyboard keys.

Different Classes of Downtime may be applicable to different portions of a distinct period of Downtime. For example, if immediately after the occurrence of an Incident no functions of the Property are being fulfilled, the Downtime will be Class A Downtime. If different functions of the Property are subsequently restored and only the functions described in Subsection (d) of this Section are not Available, the Downtime would change to Class E Downtime from that point in time going forward. If different Classes of Downtime might be applicable to a period of Downtime, the highest Class of downtime shall be applicable to such period. For this purpose, Class A Downtime is the highest Class of Downtime, and Class E Downtime is the lowest Class of Downtime.

6. Service Credit for Downtime. In the event Lessee experiences any Downtime during a calendar month, Lessee shall receive a “Service Credit” to be applied to the Monthly Installment(s) due after the amount of the Service Credit is calculated by

Browns Hill and communicated to Lessee. The amount of the Service Credit shall be determined as follows:

The maximum Service Credit available for any calendar month is equivalent to the Monthly Installment fee for that month. If the Monthly Uptime Percentage set forth in Section 3 is met for a calendar month, Lessee shall not be entitled to a Service Credit for that calendar month. If the Monthly Uptime Percentage for a calendar month is not met, the Service Credit will be 0.06944444 percent of the Monthly Installment for each Downtime Equivalent Minute which exceeds the allowable amount of monthly Downtime based on the Service Level Commitment set forth in Section 3. Service Credits against the Monthly Installments are the sole and exclusive remedy for any performance or availability issues with respect to the Property under the Lease and this SLA unless it is determined that the Service Credit exceeds the amount of the Monthly Installments remaining due from Lessee under the Lease. Lessee may not unilaterally offset the Monthly Installments or any other payment due from Lessee to Browns Hill for any performance or availability issues. Refunds of Monthly Installments will not be made unless the Service Credit exceeds the amount of the Monthly Installments remaining due from Lessee under the Lease. In that event, any Service Credit Amount which is not applied to Monthly Installments shall be paid to Lessee no later than the date the Security Deposit is due to be refunded (if at all) to Lessee under the Lease.

7. Monthly Availability Report. Browns Hill will provide a monthly "Availability Report" to Lessee, with each invoice provided under the Lease. Each Availability Report will show the following information for the prior calendar month:

- a. A list of Incidents for which a Trouble Ticket was submitted to Browns Hill during the month;
- b. The duration of Downtime for each such Incident, including the date and time the Downtime commenced and ended;
- c. The number of Lessee's systems who were the subject of Downtime for each such Incident;
- d. The Monthly Uptime Percentage for the relevant month;
- e. The amount of any Service Credit to which Lessee is entitled for the month; and
- f. Any additional information determined by Browns Hill.

8. Limitations. If the Property is unable to provide the data processing, communication and other functions necessary to fulfill the Permitted Use solely for any of the reasons set forth in this Section (either a single reason or a combination of such reasons), the Property shall still be considered Available. The reasons set forth in this Section are:

- a. During all Scheduled Downtime described in Section 9 below.
- b. During pre-release, beta and trial periods for any function (as determined by Browns Hill).
- c. Any issues discovered by Browns Hill through its monitoring, maintaining or updating of the Property, which are resolved by Browns Hill through Scheduled Downtime or otherwise without a loss of function.

d. The failure, malfunction, unavailability or inadequacy of components or services otherwise necessary for the Property to function properly, but which components or services are not provided by Browns Hill and are not part of the Property. This includes, but is not limited to, instruments, valves, switches, gates, communications, internet service, telephone service, transport facilities, utility power, HVAC, security and the like.

e. Factors outside the control of Browns Hill and/or Lessee, including, but not limited to, natural disasters, extreme weather events, war, acts of terrorism, riots, strikes or other labor disturbance, government action or Acts of God.

f. Lessee's use of the Property in a manner not consistent with any written or verbal instructions from Browns Hill to Lessee.

g. Any Incident which results from Lessee's unauthorized action or lack of action when required, or from Lessee's employees, agents, contractors, or vendors, or anyone gaining access to the Property by means of Lessee's passwords or equipment.

h. Any Incident which results from Lessee's failure to adhere to any required configurations, use supported platforms, and follow any policies for acceptable use which are communicated from Browns Hill to Lessee.

9. Scheduled Downtime. During the Term, Scheduled Downtime will be necessary for Browns Hill to install updates to the Property, perform required or advisable maintenance to the Property or to correct situations which may affect Availability of the Property. Scheduled Downtime minutes are not eligible for Service Credit for Downtime. Notification of Scheduled Downtime shall be provided by Browns Hill to Lessee as follows:

a. Regular Scheduled Downtime. Browns Hill will notify Lessee at least ten (10) business days prior to the commencement of Scheduled Downtime. Such notification will advise Lessee of the exact date and time the Scheduled Downtime will commence, and the expected duration of the Scheduled Downtime. Browns Hill will endeavor to provide telephonic notification that the Scheduled Downtime is about to commence and confirm completion of all prerequisites to the work to be accomplished during the Scheduled Downtime. Browns Hill will also notify Lessee by telephone or e-mail when the Scheduled Downtime has ended.

b. Emergency Scheduled Downtime. The notification time period set forth in Subsection (a) of this Section will apply unless Browns Hill determines, in its sole discretion, that waiting the entire notification time period will unacceptably compromise the security or operations of the Property. In that event, Browns Hill will provide as much advance notice to Lessee as is reasonably possible under the circumstances, and will work with Lessee to cause the minimal amount of disruption to Lessee's use of the Property as is practical.

c. Lessee Requested Downtime. If lessee requires the Property to be Down for its own purposes, lessee shall notify Browns Hill via email or telephone with as much notice as possible. Lessee Requested Downtime is not eligible for Service Credit for Downtime.

10. Monitoring the Property. Browns Hill shall provide remote monitoring of the Property and its operations, using the methods determined at the discretion of Browns Hill. Any knowledge gained through such monitoring which affects the operations of the Property (as determined in the sole discretion of Browns Hill) shall be shared with Lessee. Browns Hill shall not be responsible for monitoring the local control operations of Lessee (e.g. opening and closing valves and breakers, monitoring the local environment for alarm conditions, responding to alarms). Browns Hill shall have no liability for the effects any local control actions, failures or alarms.

11. Response Time. Browns Hill commits to the following response times to Trouble Tickets submitted by Lessee to Browns Hill:

a. Browns Hill shall respond by telephone to Lessee within sixty (60) minutes of receipt of a Trouble Ticket, to acknowledge receipt of the Trouble Ticket and advise Lessee that the Trouble Ticket has been assigned to a technician for resolution. If the Trouble Ticket is completed by Browns Hill after receipt of the necessary information verbally from Lessee, the conversation where such information is provided shall constitute the response from Browns Hill.

b. Browns Hill shall determine the steps necessary to resolve the Trouble Ticket within twenty four (24) hours of receipt of the Trouble Ticket. This determination may be made either remotely, or by on-site support. If installation of equipment or software is needed to resolve the Trouble Ticket, such equipment or software will be on-site within twenty four (24) hours of Browns Hill's determination that equipment or software is needed, and shall be installed within three (3) hours of the equipment or software arriving on site.

Browns Hill Engineering & Controls, LLC
By:_____

Lessee: City of Rifle Utilities
By:_____

Ted F. Will Member

Print Name and Title

EXHIBIT “E”
TO
SOFTWARE AND EQUIPMENT LEASE
Between
BROWNS HILL ENGINEERING & CONTROLS, LLC
and
City of Rifle Utilities

Execution Date: _____

OPERATING INSTRUCTIONS

1. The vmSCADA system is a server based computer system constructed using virtual machine technology. It is specifically built for use as a Human Machine Interface for Supervisory Control and Data Acquisition (HMI/SCADA) in Industrial Control Systems (ICS). Its use is strictly limited to this purpose.
2. The system performs real-time monitoring and control; data archival functions; control system alarm notification and communications supporting these functions. The system is designed to perform these functions without operator intervention.
3. Operator interaction with the system should be limited to control of the SCADA system and that directed specifically by Browns Hill.
4. Normal operation of the system should be consistent with the intended use as above and with systems similarly designed. Day to day operation of the system is monitored remotely by Browns Hill. System maintenance, upgrades and updates are performed by Browns Hill. Any system issues should be reported immediately to Browns Hill using the trouble ticket process at customer portal on the Browns Hill website, <http://vmscada.com>. Alternately, emergencies can be reported verbally to Browns Hill via telephone at the number provided upon system acceptance.
5. The system is constructed for full time continuous operation for its intended purpose and therefore should not be powered on and off during normal operation.
6. The software of the system is configured for its intended purpose and its use should be limited to that purpose and as typical for a system of this type. Specific directions for use of the software is contained within in the operating manuals and document provided with the system. These include both paper and paperless versions as appropriate.
7. The hardware of the system is configured for its intended purpose and its use should be limited to that purpose and as typical for a system of this type. Specific direction for use of the hardware is contained within in the operating manuals and documents provided with the system. These include both paper and paperless versions as appropriate.
8. The accessories of the system are configured for their intended purpose and their use should be limited to that purpose and as typical for a system of this type. Specific direction for use of the accessories is contained within in the operating

manuals and documents provided with the system. These include both paper and paperless versions as appropriate.

9. Use of the system is for internal purposes only. Connection to, and use as a terminal for, the internet is prohibited. All non-SCADA purposes, e.g. email, internet browsing, office correspondence, personal use, etc. is prohibited for security reasons.
10. Remote access to the system is for official use only. Remote devices accessing the system should be business use only devices. Each remote device must be configured for remote access by Browns Hill.

Received by Lessee:

LESSEE: City of Rifle Utilities

By: _____

(print name)

Its: _____

(print title)

EMPLOYEE CONFIDENTIALITY AGREEMENT

THIS EMPLOYEE CONFIDENTIALITY AGREEMENT ("Agreement") is made this _____ day of _____, 20__ by _____ ("Employee") for the benefit of Browns Hill Engineering & Controls, LLC ("Browns Hill"), and City of Rifle Utilities ("Lessee").

1. A "Software and Equipment Lease" dated _____, 20__ ("Lease") was executed between Browns Hill and Lessee, whereby Lessee leases the vmSCADA system defined as the "Property" in the Lease. This Agreement is an integral part of the Lease.

2. Section 24 of the Lease requires employees of Lessee who will use the Property to acknowledge that they will come into the possession of proprietary or confidential information owned by or in the possession of Browns Hill, and that such employees will not use any such information for his or her own benefit or Lessee's benefit, or make such information available to any person, firm, corporation, or other organization, whether or not directly or indirectly affiliated with Browns Hill or Lessee, unless required by law. The proprietary or confidential information of Browns Hill includes, but is not limited to, all details of the vmSCADA system and its integration with the third party software and hardware comprising the Property, and all Operating Instructions regarding use of the Property. The confidential information shall be considered a "Trade Secret" of Browns Hill, as that term is defined in the Colorado Uniform Trade Secrets Act, Section 7-74-101, C.R. S., et seq., and shall be entitled to all protections provided in that Act. Employee agrees to be bound by the provisions of this Agreement.

3. The consideration for Employee's execution of this Agreement is the right to have access to Browns Hill's confidential information, and the right to use the Property as part of Employee's employment by Lessee. The consideration for execution of this Agreement by Browns Hill and Lessee is the engagement in the business relationship between Browns Hill and Lessee as set forth in the Lease. Each party agrees that such consideration is adequate for the obligations undertaken pursuant to this Agreement.

4. This Agreement was executed in Jefferson County, Colorado. This Agreement shall be governed and construed in accordance with the laws of the State of Colorado (excluding its conflicts of laws rules) and each party submits to the jurisdiction of any state court in the State of Colorado. The parties agree to that venue for any proceeding or litigation, judicial or non-judicial, arising out of the subject matter of this Agreement shall lie exclusively with the courts of Jefferson County, Colorado. The obligations set forth in this Agreement shall survive termination of the Lease.

Lessee: City of Rifle Utilities

By:_____

Print Name and Title



Agenda Item #6.c.

Agenda Item Name:

Consider Design & Construction Management of an additional 0.5 MG Water Storage Tank for the Airport Service Area

Presenter:

Craig Spaulding, Civil Engineer

Item Description:

Consider approving a contract with Boundaries Unlimited for the Design and Construction Management services for a 0.5 MG Water Storage Tank for the Airport Service area.

Recommended Action:

Motion to approve a contract with Boundaries Unlimited to provide design and construction management services for a 0.5 MG Water Storage Tank for the Airport Service area for the amount of \$90,148.

Fiscal Impact:

Operational Impact:

This design is for a new tank used in conjunction with the existing tank allows for the removal of the existing tank (1 MG) from service, so that necessary maintenance and repairs can be made.

Prior Board Motions:

None

Background Information:

A few years ago, it was recognized that an additional tank was needed in order to provide storage capacity while the existing tank was down for periodic maintenance. Because of the critical nature and contractual obligation to provide fire fighting flows, the only way solve this problem was additional storage.

Executive Summary:

A key element in uninterrupted distributed water service is redundancy. The design for the new tank is the first step in providing that redundancy.

Boundaries Unlimited has successfully completed design and construction management on multiple projects for the City of Rifle. They continually demonstrate solid engineering effort and diligence to provide good design in a timely and cost effective manner.

We used a bidding process whereby the RFQ was posted to our website and consequently went out on Bidnet. Craig provided it directly to (5) western slope engineering firms of which two responded.

Notification Requirements:

None

Prepared By:

Brian Prunty, Public Works Director

Attachments:

1. Memo_Airport Water Tank RFP Recomendations
2. Rifle Airport 0.5MG water tank-Agreement
3. BU_AP_TANK_PURCHASE_REQUEST

PUBLIC WORKS



TO: Robert Burns
FROM: Craig Spaulding
CC: Brian Prunty
DATE: August 25, 2020
RE: Rifle Airport .5MG Water Tank Design and Construction Management

The following memo recommend that Boundaries Unlimited is awarded the design and construction management for the Rifle Airport .5MG Water Tank for a cost not to exceed \$90,148.00. The proposal scope and ratings are contained below.

Request for Proposal

A Request for Proposal was sent to four firms and posted publicly. The RFP was requesting design and construction services for a new water tank in South Rifle above the Airport. The existing 1,000,000 gallon airport water tank was constructed in 2000. The tank needs to be drained for maintenance and new coating. To perform this maintenance and future maintenance, an additional tank is needed. The existing 1,000,000 gallon tank does not have adequate enough demand to meet turnover so the new tank is to be 500,000 gallons. The existing tank has level controls and a pump station on airport road. The existing water tank has overflow and drain lines. It is desired that these lines can be connected to the new tank to utilize the existing discharge point. The site is within Airport Land Partners property and additional easement is expected for the new tank.

The proposals were to include:

- 1) Project Understanding & Approach
 - a. Address key project issues the Consultant envisions focusing on efficient use of existing infrastructure and potential geotechnical issues
 - b. Provide a list of previous similar projects along with name and telephone number of a contact
 - c. Include a typical standard drawing prepared by your firm for a City or Agency
 - d. Provide a quality control/quality assurance plan used by your firm
- 2) Detailed Scope of Work
 - a. List of Proposed Drawings
 - b. List of Proposed Specification Sections (CSI-48 Division) including front end (Div 0 through Div 1)
 - c. Explanation of QA/QC process and how firm addresses the cost of engineering errors
 - d. Include design schedule comparable to the one attached in this request for proposal

- 3) Brief Corporate Resume and sub-consultants including projects performed involving water tanks, water lines, and/or geotechnical foundations
- 4) Proposed Agreement naming this RFQ and associated addendums contract documents
- 5) Fee Proposal in the form of detailed spreadsheet with a breakdown of staff names, hours, hourly rate, and fee for each proposed task, subtask, and sub-consultants.
- 6) Estimated Construction Cost for project envisioned by consultant

Firms/Teams

Proposals were received by SGM and Boundaries Unlimited. Both firms are qualified and therefore both firms were evaluated using the evaluation criteria detailed in the RFP. The total cost for SGM was \$119,508. With normalized construction management durations Boundaries Unlimited's proposal was for \$90,148.00. The RFP was not lowest cost only and therefore ratings were applied to the firms as detailed below.

Evaluation Criteria

Per the RFP was evaluated based on the requested information. It should be noted that this is a deviation from the evaluation criteria described in the RFQ. This deviation was a result of both firms missing content that skewed the results. The evaluation criteria that was used was much more in depth and much more reflective of the proposals. A rating of 0-100 was given to each item requested in the proposal. The items seen as the most important were weighted to make up 75% of the score. The remaining items made up 25% of the score. The results are tabulated below.

Results

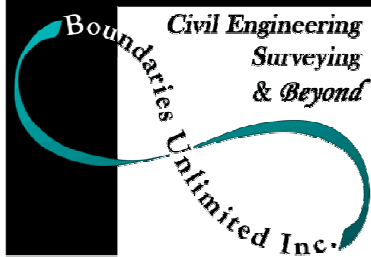
				SGM		BU		
	Priority	Weight	Requested Information	Rating (0-100)	Weighted Rating	Rating (0-100)	Weighted Rating	
75% of the e ratings were based of these key items	1	13%	Provide a quality control/quality assurance plan used by your firm	75%	9%	95%	12%	SGM addressed all foreseen issues and went above and beyond the requested information. Boundaries Unlimited (BU) addressed all key issues as requested.
	2	13%	Explanation of QA/QC process and how firm addresses the cost of engineering errors	0%	0%	0%	0%	SGM provided related experience, BU provided specific related projects with contact information.
	3	13%	Address key project issues the Consultant envisions focusing on efficient use of existing infrastructure and potential geotechnical issues	99%	12%	80%	10%	Neither firm provided this
	4	13%	Provide a list of previous similar projects along with name and telephone number of a contact	70%	9%	90%	11%	SGM mentions their QA/QC, BU goes into great detail. Bounties Unlimited has backed up their QA/QC process on previous City of Rifle Projects
	5	13%	experience with water tanks, water lines, and geotechnical foundations	80%	10%	90%	11%	SGM provided which general drawings would be required, BU provided specific pages
	6	13%	success/performance on previous projects	80%	10%	90%	11%	SGM provided exact CSI divisions, BU provided general Technical Specifications

The remaining 25% of the ratings were based on these items	7	3%	Include design schedule comparable to the one attached in this request for proposal	90%	3%	50%	2%	Neither firm provided this
	8	3%	Proposed Agreement naming this RFQ and associated addendums contract documents	0%	0%	60%	2%	SGM provided a schedule with milestones, BU provided durations but no detailed schedule
	9	3%	Fee Proposal in the form of detailed spreadsheet with a breakdown of staff names, hours, hourly rate, and fee for each proposed task, subtask, and sub-consultants.	95%	3%	88%	3%	Both firms illustrated the project teams and both firms are using the same sub consultants
	10	3%	Brief Corporate Resume and sub-consultants including projects performed involving water tanks, water lines, and/or geotechnical foundations	90%	3%	90%	3%	SGM provided no PSA, BU provided a PSA that did not fully encompass the scope
	11	3%	Estimated Construction Cost for project envisioned by consultant	75%	2%	0%	0%	SGM provided a very detailed fee proposal, BU provided a fee proposal that was sufficient but not fully detailed
	14	3%	List of Proposed Specification Sections (CSI-48 Division) including front end (Div 0 through Div 1)	95%	3%	85%	3%	SGM stated an anticipated construction cost, BU did not
	15	3%	List of Proposed Drawings	80%	3%	95%	3%	SGM has performed well on previous projects, BU has performed very well
	16	3%	Include a typical standard drawing prepared by your firm for a City or Agency	0%	0%	0%	0%	SGM has the related experience, BU has the specific experience
	Overall Rating			70%	67%	68%	70%	

Recommendation

Based on the results above SGM provided a better overall proposal but Boundaries Unlimited showed better detailed experience in the items that were seen as most important. For this reason, SGM scored better as an unweighted average and BU scored better with a weighted average. These scores match the initial reaction to the proposal reviews which validates the rating method.

Based on the weighted ratings above it is recommended that Boundaries Unlimited is awarded the design and construction management for the Rifle Airport .5MG Water Tank for a cost not to exceed \$90,148.00.



AUTHORIZATION FOR
PROFESSIONAL SERVICES BY
BOUNDARIES UNLIMITED INC. (BUI)
Project: Rifle Airport 0.5MG Water Tank
Date: August 21, 2020

Project : City of Rifle – Rifle Airport 500,000 Gallon Water Storage Tank

Scope of Professional Services: Per the attached Exhibit-A, dated August 21, 2020.

Method of Billing:

- ☒ Fixed Fee: \$60,060 - Includes Design thru Contractor Bidding Services
☒ Additional Services: If requested, per "Exhibit B" Schedule of Hourly Rates, 2020.

- Time Schedule:** BUI will make a reasonable effort to complete all services that are to be furnished on the dates specified under this agreement
- Professional Standards:** BUI shall be responsible, to the level of competency presently maintained by other practicing professional engineers in the same type of work in PROJECT's community, for the professional and technical soundness, accuracy, and adequacy of all work furnished under this Authorization. BUI makes no other warranty, expressed or implied.
- Proprietary Information:** Electronic files created by BUI contain proprietary information and shall remain the property of BUI. CAD files will be provided upon request in Autodesk version 2000 format.
- Termination:** Either CLIENT or BUI may terminate this Authorization by giving 10 days written notice to the other party. In such event, CLIENT shall forthwith pay BUI in full for all work previously authorized prior to effective date of termination. BUI may immediately stop all work in progress or terminate this Authorization without written notice if invoices are more than 30 days past due from the invoice date. If no notice of termination is given and/or invoices are not 30 days past due, relationships and obligations created by this Authorization shall be terminated upon completion of all applicable requirements of this Authorization.
- Legal Expenses:** In the event legal action is brought by either CLIENT or BUI against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party such reasonable amounts for fees, costs, and expenses as may be set by the court. CLIENT agrees to pay reasonable collection and attorney's fees in the event of nonpayment.
- Payment:** Monthly invoices will be issued by BUI for all work performed under the terms of this agreement. They will be sent to the client at the address indicated at the bottom of this Authorization form. Payment is due upon receipt of invoice. Finance charges in the amount of 1-1/2% per month (18% Annual Rate) will be assessed on all accounts not paid within 30 days of date of invoice.
- Limitation of Liability:** BUI's liability to the CLIENT for any cause or combination of causes is, in the aggregate, limited to an amount not to exceed the fee earned under this agreement, or \$100,000, whichever is more.
- Assignment of Agreement:** This agreement shall be binding on the heirs, successors, and assigns of the parties hereto and is not to be assigned by either party without first obtaining the written consent of the other.
- Additional Services:** Additional services may be considered if considerable changes are made to the design or additional meetings or inspections are requested. Additional services requested by the owner, owner's representatives or Town, City or County official will also be billed on a time and materials basis.
- Exhibits:** This agreement is attached to the terms and conditions of Exhibits A & B.

City of Rifle

Signature: _____
Print Name: _____
Title: _____
Date: _____

Billing & Contact Information:

City of Rifle
202 Railroad Avenue
Rifle, CO 81650
Contact: _____
Phone: _____ email: _____

Boundaries Unlimited Inc.

Signature: Deric J. Walter
Print Name: Deric J. Walter, P.E.
Title: Project Engineer
Date: 10/30/19

Boundaries Unlimited Inc.
923 Cooper Ave. Ste. 201
Glenwood Springs, CO 81601
Contact: Deric Walter, P.E.
Phone: 970 945-5252x1 email: deric@bu-inc.com



**CITY OF RIFLE
PURCHASE REQUEST**

1.	Vendor Name	NEW: W-9 attached ☐
	BOUNDARIES UNLIMITED	

2.	Vendor Address
	923 COOPER AVE, STE 201, GLENWOOD SPRINGS CO 81601

3.	For the Purchase of (description)
	PROFESSIONAL SERVICES - DESIGN OF AIRPORT WATER TANK

4.	Amount Requested	Amount Budgeted	Finance Director Verified Funds Avail.
	\$90,148.00	\$150,000	

5.	Dept. Name	General Ledger Acct #
	UTILITY - WATER	310.4331.400.320

6.	Type of Purchase
	☐ Capital Construction
	☐ Capital Construction – Change Order
	☐ Capital Equipment
	☐ Plant Equipment
	☐ Materials, supplies, non-profession/technical services (includes computer/software maint.)
	☒ Professional Services
	☐ Utilities (includes equipment installation and ongoing contracts)
	☐ Land, easements, ROW

7.	Purchasing Process Required (Rifle Municipal Code sections for guidance)		
	☐ Cooperative Purchasing:	Sec 4-3-90	
	☐ Open Market:	Sec. 4-3-40(c)	
	☐ Comparative Pricing:	Sec. 4-3-40(d)	
	☒ Request for Proposal:	Sec. 4-3-40(e)	(attach bid tab)
	☐ Competitive Sealed Bid:	Sec.4-3-40(f)	(attach bid tab & advertisement)
	☐ Sole Source:	Sec. 4-3-40(a)	(attach memo)

8.	Authorization Required	
	☐ City Manager	
	☒ City Council	

9.	Signatures		
	Position	Signature	Date
	Department Director	ROBERT P. BURNS	8/26/2020
	City Manager		
	City Council Approval (meeting date)		
10.	Purchase Order # assigned by Finance		

General summary of purchasing ordinance (Section 4, Art. III)

All requests for the sole source process must comply with code sec. 4-3-40(a)

TYPE OF CONTRACT	ESTIMATED AMOUNT	PROCESS	Purchase Order? Purchase Request?	CITY COUNCIL APPROVAL REQUIRED?
Capital Construction	< \$5,000	Open Market code sec. 4-3-40(c)	> \$5,000 - PO	Yes if over \$25,000 or for any amount from Capital Fund.
	\$5,000-\$20,000	Comparative Pricing code sec 4-3-40(d)	Purchase Request	
	\$20,001-\$100,000	Competitive Bid code Sec 4-3-40(f)		
	> \$100,000	Bonded Competitive Bid		
Capital Construction Change orders	< = 10% of approved contract	When total change orders to date are < 10% - Dept Head or City Manager Approval	Purchase Request	Yes if total change orders to date are greater than 10%
	> 10% of approved contract			
Capital Equipment	< \$5,000	Open Market code sec. 4-3-40(c)	> \$5,000 - PO	Yes if over \$25,000 or for any amount from Capital Fund.
	\$5,000-\$20,000	Comparative Pricing code sec 4-3-40(d)	Purchase Request	
	> \$20,000	Competitive Bid code Sec 4-3-40(f)		
Plant Equipment Replacement (purchases necessary for replacement of existing equipment that is component part of any water, wastewater, or physical plant)	< \$7,500	Open Market code sec. 4-3-40(c)	> \$5,000 - PO >= \$5,000 - Purchase Request	Yes if over \$75,000
	\$7,500-\$75,000	Comparative Pricing code sec 4-3-40(d)	Purchase Request	
	>\$75,000	Competitive Bid code Sec 4-3-40 (f)		
Materials, Supplies, Non-Professional Services and Technical Services (including software/hardware maintenance technical services)	< \$10,000	Open Market code sec. 4-3-40(c)	> \$5,000 - PO >= \$5,000 - Purchase Request	Yes if over \$20,000
	>\$10,000	Comparative Pricing code sec 4-3-40(d)	Purchase Request	
Professional Services (note- process for appointed positions such as auditor, attorney, engineer, or municipal judge to be determined by Council)	< \$25,000	Open Market code sec. 4-3-40(c)	All - Purchase Request	Yes if anticipated to exceed \$25,000 per year to a single vendor. Special provisions for professional services sole source in code sec. 4-3-50 (6) **at bottom of table
	> = \$25,000	Written requests for written proposals must be sent to at least 3 firms or individuals		
Utilities including installation of equipment (purchases to secure utility services such as natural gas, electricity, local telephone, water, or sewer)	any amount	Sole Source (negotiations, where appropriate, after good faith determination that only one viable source exists in relevant supply area - keep records for one year)	> \$5,000 - PO >= \$5,000 - Purchase Request	No
Real Property Interest (including easements and rights of way)	any amount	Sole Source (see above)	> \$5,000 - PO >= \$5,000 - Purchase Request	Yes if over \$5,000.



Agenda Item #6.d.

Agenda Item Name:

Consider Landscape Design services contract for I-70 Exit 90 Beautification

Presenter:

Brian Prunty, Public Works Director
Craig Spaulding, Civil Engineer

Item Description:

Landscape design services contract with Ayers Associates for beautification of the City of Rifle gateway area at Exit 90 of I-70.

Recommended Action:

Motion to approve a contract with Ayers Associates for landscape design services at the I-70 Exit 90 gateway area for the amount of \$65,451.76.

Fiscal Impact:

Operational Impact:

This landscape design would lead to appropriations for continual maintenance following construction of the improvements.

Prior Board Motions:

None

Background Information:

A long term desire to see improvements to the gateway as a means to provide visitors welcoming notion of the City.

Executive Summary:

This landscape design project extends the I70 beautification completed on the south side roundabouts. It provides and uplift to the west bound off-ramp area and visual improvements to the median.

Ayers Associates is a Colorado corporation which provides a variety of land services and engineered solutions. To their credit, they have a number of completed projects in the City and have demonstrated high levels of professionalism and competency in their landscape solutions. They have shown abilities to provide timely and accurate design and engineering.

As to the proposal cost, the figure would be high, if it were only for design services, which typically run 10-15% of the estimated construction cost. However, in this instance, the figure includes Management during the construction phase and cost of the CDOT Right-of-Way permit, which takes special effort due to the complexity and time required.

Notification Requirements:

None

Prepared By:

Brian Prunty, Public Works Director

Attachments:

1. Memo_I70 RFP Reccomendations
2. Rifle_I-70-Gateway-Landscape-Design_Fee_Ayres
3. Agreement - Rifle_I-70-Gateway-Landscape-Design_Ayres
4. PURCH REQ - Ayers - Design Svcs I70 Gateway_bgp

PUBLIC WORKS



TO: Brian Prunty
FROM: Craig Spaulding
DATE: August 26, 2020
RE: I70 Beautification Design and Construction Management

The following memo recommend that Ayres Associates is awarded the design and construction management for the Rifle I-70 Gateway Landscape Design for a cost not to exceed \$65,451.76. The proposal scope and ratings are contained below.

Request for Proposal

A request for proposal was sent to more than three firms and posted publicly. The RFP was for the Landscaping Design and Management of the Rifle I-70 Gateway North of the Roundabouts.

In 2010 a conceptual Rifle Gateway plan was created by PBS&J. The plan covered all of the gateway to Rifle including the I-70 interchange. At the I-70 interchange three concepts were provided and were presented in public workshops. The consensus of the workshops was to keep the landscape simple with low water use. The selected "Talus Slope" concept included in the attached report was the preferred concept but had a construction cost of \$1,570,000.

This cost was impractical and the project was never constructed. What the report did provide was the due diligence of permitting requirements that are expected with landscaping the I-70 interchange.

This project will build on the preliminary work performed by PBS&J to provide a landscape design that is irrigated but does not require large amounts of grass. The "grit zone" on the shoulder of the road that will not grow due to salts and sands is seen as one of the most important features of the project. The design firm will be responsible for providing renderings that show a landscape plan that is cohesive with existing roundabout landscaping for a construction cost below \$200,000.

Firms/Teams

Proposals were received from Ayres, MIG, and Connect One. All of the firms had very impressive background with extensive experience performing landscaping in the CDOT ROW throughout Colorado.

Evaluation Criteria

The firms were first rated as described in the RFP. The method in the RFP did not do justice to the extensive work put into the RFPs by all firms so a more detailed, weighted evaluation was performed.

The results for both methods were the same. And

Results

		Ayres		MIG		ConnectOne		
		Rating (0-100)	Weighted Rating	Rating (0-100)	Weighted Rating	Rating (0-100)	Weighted Rating	
8%	Address key project issues the Consultant envisions focusing on how the zone between the road and landscape is handled and how to tie into the existing roundabout landscaping	95%	0.08	98%	0.08	88%	0.07	Ayres addressed all key elements, MIG addressed all key elements with great detail, ConnectOne addressed most elements but didn't fully address the "grit zone"
8%	Provide a list of previous similar projects along with name and telephone number of a contact	100%	0.08	100%	0.08	100%	0.08	All firms have very impressive backgrounds
8%	Has a project team that has worked within CDOT ROW	100%	0.08	95%	0.08	95%	0.08	All firms have performed work in the CDOT ROW, Ayres provided a better knowledge of the permitting and management of the CDOT ROW
8%	Best approach to the zone next to the roadway where no grasses or plant grow due to salt/sand/traffic	85%	0.07	95%	0.08	0%	0.00	Ayres addresses, MIG provides a well thought approach, ConnectOne did not discuss

8%	Provides an approach that will provide landscaping consistent with the existing roundabout	92%	0.07	90%	0.07	95%	0.08	All firms provided a great landscape plan, Ayres focused on tying in to the existing, MIG and ConnectOne both addressed the "cattle drive" and ConnectOne capitalized on the "cattle drive"
8%	Provide a quality control/quality assurance plan used by your firm	95%	0.08	94%	0.08	65%	0.05	Ayres discusses how they continually improve, MIG address how they address errors, ConnectOne had typos in this section.
8%	Explanation of QA/QC process and how firm addresses the cost of engineering errors	75%	0.06	100%	0.08	0%	0.00	Ayres has good detail on how they keep problems from happening again, MIG admits that errors are inevitable and specifically addresses how they are handled when encountered.
8%	Project Team that has ability to compile required CDOT and 404 Permitting	98%	0.08	94%	0.08	75%	0.06	Ayres showed great knowledge of the permitting process and has employees with long work experience at CDOT, MIG shows full capabilities to acquire the required permits, ConnectOne

								addressed the permits
6%	Proposed Agreement	100%	0.06	100%	0.06	0%	0.00	Ayres and MIG provided agreements that were comprehensive and tailored to the project
6%	Acceptable fee proposal	88%	0.05	95%	0.06	80%	0.05	All firms provided acceptable fee proposals. MIG had a very comprehensive all-inclusive fee proposal
6%	Acceptable Construction and Maintenance Cost Estimate	98%	0.06	65%	0.04	75%	0.05	Ayres provided a detailed construction cost estimate as well as an annual maintenance cost as requested
2%	Include a typical standard drawing prepared by your firm for a City or Agency	98%	0.02	95%	0.02	95%	0.02	Ayres provided both a standard drawing and a concept level drawing of the gateway, MIG's drawing was very complete, ConnectOne provided a link to a video of 3D renderings
2%	List of Proposed Drawings	98%	0.02	98%	0.02	88%	0.02	Ayres and MIG provided a detailed all-inclusive list
2%	List of Proposed Specification Sections (CSI-48 Division) including front	98%	0.02	98%	0.02	88%	0.02	Ayres and MIG provided a detailed all-inclusive list

	end (Div 0 through Div 1)							
2%	Include design schedule comparable to the one attached in this request for proposal	98%	0.02	98%	0.02	95%	0.02	All firms showed a detailed schedule
2%	Brief Corporate Resume and sub-consultants including projects performed within CDOT ROW	98%	0.02	98%	0.02	98%	0.02	All firms have very impressive backgrounds
2%	Estimated Construction Cost for project envisioned by consultant	98%	0.02	75%	0.02	75%	0.02	Only Ayres provided a detailed construction cost
2%	Time commitment, and ability to meet schedule	95%	0.02	95%	0.02	95%	0.02	All firms showed the ability to meet schedule
		95%	91%	94%	91%	73%	64%	

Recommendation

As seen above all firms provided a thorough proposal. Both Ayres and MIG provided nearly equal proposals where Ayres was only slightly better on the non-weighted average. Ayres also showed extensive knowledge of the CDOT permitting process and has staff that worked for CDOT for 6 years. Ayres also has the benefit of being the most vertically integrated. The fee proposal is in between Connect One and MIG and is within the amount budgeted in the 2020 budget.

For all of the reasons above it is recommended that Ayres Associates is awarded the design and construction management for the Rifle I-70 Gateway Landscape Design for a cost not to exceed \$65,451.76.

COST ESTIMATE for DESIGN SERVICES
I-70 Interchange Gateway Landscaping
City of Rifle, CO
8/14/2020

JOB TITLE	PM	Architect	Designer	Designer	Eng/Civil	CAD	PA				
INDIVIDUAL	David Land	Chris Silewski	Thomas Ramsey	Jake Webb	Nathan Silberhorn	Ron Ricks	Sarah Smith	TOTAL HRS	LABOR COST	EXPENSES	TOTAL COST
BILLING RATE	\$ 156.17	\$ 116.37	\$ 78.71	\$ 95.33	\$ 156.17	\$ 106.05	\$ 66.22		\$ 45,464.98	\$ 13,740.00	\$ 59,204.98
Tasks											
Project Management & Admin								128	\$ 17,882.73	\$ 1,615.00	\$ 19,497.73
Contract Management	24	0			6		14	44	\$ 5,612.20	\$ 25.00	\$ 5,637.20
Meetings (5)	15	4			10		5	34	\$ 4,700.84	\$ 795.00	\$ 5,495.84
Workshops (2)	28	6			16			50	\$ 7,569.69	\$ 795.00	\$ 8,364.69
Landscape Design *								102	\$ 10,490.01	\$ -	\$ 10,490.01
Concept Development	24	16	24					64	\$ 7,499.06	\$ -	\$ 7,499.06
Renderings			8					8	\$ 629.67	\$ -	\$ 629.67
Irrigation Plans			30					30	\$ 2,361.27	\$ -	\$ 2,361.27
Civil & Plan Production								112	\$ 9,917.49	\$ -	\$ 9,917.49
30%			14	10		4		28	\$ 2,479.37	\$ -	\$ 2,479.37
50%			14	10		4		28	\$ 2,479.37	\$ -	\$ 2,479.37
70%			14	10		4		28	\$ 2,479.37	\$ -	\$ 2,479.37
100%			14	10		4		28	\$ 2,479.37	\$ -	\$ 2,479.37
Specification Development								20	\$ 2,725.43	\$ -	\$ 2,725.43
30%		2			2			4	\$ 545.09	\$ -	\$ 545.09
50%		2			2			4	\$ 545.09	\$ -	\$ 545.09
70%		2			2			4	\$ 545.09	\$ -	\$ 545.09
100%		4			4			8	\$ 1,090.17	\$ -	\$ 1,090.17
Environmental Permitting *								11	\$ 1,717.86	\$ 9,400.00	\$ 11,117.86
Environmental CDOT Coordination	1				10			11	\$ 1,717.86	\$ -	\$ 1,717.86
Natural Resource Assessment									\$ -	\$ 1,100.00	\$ 1,100.00
Identify & Map Wetlands									\$ -	\$ 1,100.00	\$ 1,100.00
Limited Hazardous Materials Assesment ISA									\$ -	\$ 4,900.00	\$ 4,900.00
Archeological & Historic Resources Assesment									\$ -	\$ 1,600.00	\$ 1,600.00
Project Management									\$ -	\$ 700.00	\$ 700.00
Survey								6	\$ 937.02	\$ 2,725.00	\$ 3,662.02
Survey Management	1				5			6	\$ 937.02	\$ -	\$ 937.02
Field Survey									\$ -	\$ 2,725.00	\$ 2,725.00
Project Close-out	5	2			5			12	\$ 1,794.44	\$ -	\$ 1,794.44
SUB-TOTAL HOURS	98	38	118	40	62	16	19	391			
SUB-TOTAL COST, PROJECT DEVELOPMENT	\$ 15,304.59	\$ 4,422.21	\$ 9,287.66	\$ 3,813.00	\$ 9,682.50	\$ 1,696.79	\$ 1,258.23		\$ 45,464.98	\$ 13,740.00	\$ 59,204.98
Construction Management	40	4			4			48	\$ 7,336.95	\$ 1,150.00	\$ 6,246.77
									TOTAL COST	\$ 65,451.76	

*** Assumptions & Exclusions:**

No landscape lighting design provided (see proposal)
No 404 permit coordination & application (see proposal)
Project avoids wetlands impacts
Paleo resources will not need to be assessed
Class III cultural resource survey will not be required
No T&E species occur in the project
US Fish & Wildlife consultation will not be required

29.6% of Const.

32.7% of Const.

AGREEMENT FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT made as of _____, 20____ between
_____ (OWNER)
and Ayres Associates Inc, __ (address) _____
_____ (CONSULTANT).

OWNER intends to retain CONSULTANT for professional services to/for

and as described in Attachment A (hereinafter called the Project).

OWNER and CONSULTANT agree to performance of professional services by CONSULTANT and payment for those services by OWNER as set forth below.

The following Attachments are attached to and made a part of this Agreement.

- Attachment A - Scope of Services, consisting of ____ pages.
Attachment B - Period of Services, consisting of ____ pages.
Attachment C - Compensation and Payments, consisting of ____ pages.
Attachment D - Terms and Conditions, consisting of ____ pages.
Attachment E - Insurance, consisting of ____ pages.

This Agreement (consisting of 1 page), together with the Attachments identified above, constitute the entire agreement between OWNER and CONSULTANT and supersede all prior written or oral understandings. This Agreement and said Attachments may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first written above.

OWNER		Ayres Associates Inc
	(Signature)	CONSULTANT
	(Typed Name)	
	(Title)	
	(Date)	
	(Attest)	
	(Typed Name)	
	(Title)	

ATTACHMENT A - SCOPE OF SERVICES

This is an attachment to the Agreement dated _____ between _____
(OWNER) and Ayres Associates Inc (CONSULTANT).

ARTICLE 1 - BASIC SERVICES

1.1 General

1.1.1 CONSULTANT shall provide professional services for OWNER in all phases of the Project to which this Agreement applies. These services will include serving as OWNER's professional representative for the Project, providing professional consultation and advice, and performing the duties and responsibilities of CONSULTANT as provided below.

1.2 Study and Report Phase

After written authorization to proceed, CONSULTANT shall:

1.2.1 Consult with OWNER to clarify and define OWNER's requirements for the Project and review available data provided by OWNER.

1.2.2 Advise OWNER as to the necessity of OWNER's providing or obtaining additional data or services.

1.2.3 Identify and analyze requirements of governmental authorities having jurisdiction to approve the Project and participate in consultations with such authorities.

1.2.4 Provide analyses of OWNER's needs, planning surveys, site evaluations and comparative studies of prospective alternatives.

1.2.5 Provide a general economic analysis of OWNER's requirements applicable to various alternatives.

1.2.6 Prepare a Report containing schematic layouts, sketches and conceptual design criteria with appropriate exhibits to indicate clearly the considerations involved (including applicable requirements of governmental authorities having jurisdiction as aforesaid) and the alternative solutions available to OWNER and setting forth CONSULTANT's findings and recommendations. This Report will be accompanied by CONSULTANT's opinion of probable costs for the Project, including the following which will be separately itemized: Construction Cost, allowance for engineering and architectural costs and contingencies, and (on the basis of information furnished by OWNER) allowances for such other items as charges of all other professionals and consultants, for the cost of land and rights-of-way, for compensation for or damages to properties, for interest and financing charges, and for other services to be provided by others for OWNER pursuant to paragraphs 3.7 through 3.11, inclusive. The total of all such costs, allowances, etc. are hereinafter called "Total Project Costs".

1.2.7 Furnish five copies of the Study and Report documents and review them in person with OWNER.

1.3 Preliminary Design Phase

After written authorization to proceed with the Preliminary Design Phase, CONSULTANT shall:

1.3.1 In consultation with OWNER and on the basis of the accepted Study and Report documents, determine the general scope, extent and character of the Project.

1.3.2 Prepare Preliminary Design documents consisting of final design criteria, preliminary drawings, outline specifications and written descriptions of the Project.

1.3.3 Advise OWNER if additional data or services of the types described in paragraph 3.4 are necessary and assist OWNER in obtaining such data and services.

1.3.4 Based on the information contained in the preliminary design documents, submit a revised opinion of probable Total Project Costs.

1.3.5 Furnish five copies of the above Preliminary Design documents and present and review them in person with OWNER.

1.4 Final Design Phase

After written authorization to proceed with the Final Design Phase, CONSULTANT shall:

1.4.1 On the basis of the accepted Preliminary Design documents and the revised opinion of probable Total Project Costs prepare for incorporation in the Contract Documents final drawings to show the general scope, extent and character of the work to be furnished and performed by Contractor(s) (hereinafter called "Drawings") and Specifications (which will be prepared in conformance with the format of the Construction Specifications Institute).

1.4.2 Provide technical criteria, written descriptions and design data for OWNER's use in filing applications for permits with or obtaining approvals of such governmental authorities as have jurisdiction to approve the design of the Project, and assist OWNER in consultations with appropriate authorities.

1.4.3 Advise OWNER of any adjustments to the latest opinion of probable Total Project Costs caused by changes in general scope, extent or character or design requirements of the Project or Construction Costs. Furnish to OWNER a revised opinion of probable Total Project Costs based on the Drawings and Specifications.

1.4.4 Prepare for review and approval by OWNER, its legal counsel and other advisors contract agreement forms, general conditions and supplementary conditions, and (where appropriate) bid forms, invitations to bid and instructions to bidders (all of which shall be consistent with the forms and pertinent guide sheets prepared by the Engineers Joint Contract Documents Committee), and assist in the preparation of other related documents.

1.4.5 Furnish five copies of the above documents and of the Drawings and Specifications and present and review them in person with OWNER.

1.5 Bidding or Negotiating Phase

After written authorization to proceed with the Bidding or Negotiating Phase, CONSULTANT shall:

1.5.1 Assist OWNER in advertising for and obtaining bids or negotiating proposals for each separate prime contract for construction, materials, equipment and services; and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend pre-bid conferences and receive and process deposits for Bidding Documents.

1.5.2 Issue addenda as appropriate to interpret, clarify or expand the Bidding Documents.

1.5.3 Consult with and advise OWNER as to the acceptability of subcontractors, suppliers and other persons and organizations proposed by the prime contractor(s) (herein called "Contractor(s)") for those portions of the work as to which such acceptability is required by the Bidding Documents.

1.5.4 Consult with OWNER concerning and determine the acceptability of substitute materials and equipment proposed by Contractor(s) when substitution prior to the award of contracts is allowed by the Bidding Documents.

1.5.5 Attend the bid opening, prepare bid tabulation sheets and assist OWNER in evaluating bids or proposals and in assembling and awarding contracts for construction, materials, equipment and services.

1.6 Construction Phase

During the Construction Phase:

1.6.1 General Administration of Construction Contract. CONSULTANT shall consult with and advise OWNER and act as OWNER's representative as provided in Articles 1 through 18, inclusive, of the Standard General Conditions of the Construction Contract, C-700 (2013 edition) of the Engineers Joint Contract Documents Committee. The extent and limitations of the duties, responsibilities and authority of CONSULTANT as assigned in said Standard General Conditions shall not be modified, except to the extent provided hereinafter and except as CONSULTANT may otherwise agree in writing. All of OWNER's instructions to Contractor(s) will be issued through CONSULTANT who will have authority to act on behalf of OWNER to the extent provided in said Standard General Conditions except as otherwise provided in writing.

1.6.2 Visits to Site and Observation of Construction. In connection with observations of the work of Contractor(s) while it is in progress:

1.6.2.1 CONSULTANT shall make visits to the site at intervals appropriate to the various stages of construction as CONSULTANT deems necessary in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of Contractor(s)' work. In addition, CONSULTANT shall provide the services of a Resident Project Representative (and assistants as agreed) at the site to assist CONSULTANT and to provide more continuous observation of such work. Based on information obtained during such visits and on such observations, CONSULTANT shall endeavor to determine in general if such work is proceeding in accordance with the Contract Documents and CONSULTANT shall keep OWNER informed of the progress of the work.

1.6.2.2 The Resident Project Representative (and any assistants) will be CONSULTANT's agent or employee and under CONSULTANT's supervision. The duties and responsibilities of the Resident Project Representative (and assistants) are set forth below.

1.6.2.3 The purpose of CONSULTANT's visits to and representation by the Resident Project Representative (and assistants, if any) at the site will be to enable CONSULTANT to better carry out the duties and responsibilities assigned to and undertaken by CONSULTANT during the Construction Phase, and, in addition, by exercise of CONSULTANT's efforts as an experienced and qualified design professional, to provide for OWNER a greater degree of confidence that the completed work of Contractor(s) will conform generally to the Contract Documents and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by Contractor(s). On the other hand, CONSULTANT shall not, during such visits or as a result of such observations of Contractor(s)' work in progress, supervise, direct or have control over Contractor(s)' work nor shall CONSULTANT have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s), for safety precautions and programs incident to the work of Contractor(s) or for any failure of Contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor(s) furnishing and performing their work. Accordingly, CONSULTANT can neither guarantee the performance of the construction contracts by Contractor(s) nor assume responsibility for Contractor(s)' failure to furnish and perform their work in accordance with the Contract Documents.

1.6.3 Defective Work. During such visits and on the basis of such observations, CONSULTANT may disapprove of or reject Contractor(s)' work while it is in progress if CONSULTANT believes that such work

will not produce a completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the Project as reflected in the Contract Documents.

1.6.4 Interpretations and Clarifications. CONSULTANT shall issue necessary interpretations and clarifications of the Contract Documents and in connection therewith prepare work directive changes and change orders as required.

1.6.5 Shop Drawings. CONSULTANT shall review (and take other appropriate action in respect of) Shop Drawings (as that term is defined in the aforesaid Standard General Conditions), samples and other data which Contractor(s) are required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such reviews and approvals or other action shall not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto.

1.6.6 Substitutes. CONSULTANT shall evaluate and determine the acceptability of substitute materials and equipment proposed by Contractor(s), but subject to the provision of paragraph 2.2.2.

1.6.7 Inspections and Tests. CONSULTANT shall have authority, as OWNER's representative, to require special inspection or testing of the work, and shall receive and review all certificates of inspections, testings and approvals required by laws, rules, regulations, ordinances, codes, orders or the Contract Documents (but only to determine generally that their content complies with the requirements of, and the results certified indicate compliance with, the Contract Documents).

1.6.8 Disputes Between OWNER and Contractor. CONSULTANT shall act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work thereunder and make decisions on all claims of OWNER and Contractor(s) relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work. CONSULTANT shall not be liable for the results of any such interpretations or decisions rendered in good faith.

1.6.9 Applications for Payment. Based on CONSULTANT's on-site observations as an experienced and qualified design professional, on information provided by the Resident Project Representative and on review of applications for payment and the accompanying data and schedules:

1.6.9.1 CONSULTANT shall determine the amounts owing to Contractor(s) and recommend in writing payments to Contractor(s) in such amounts. Such recommendations of payment will constitute a representation to OWNER, based on such observations and review, that the work has progressed to the point indicated, and that, to the best of CONSULTANT's knowledge, information and belief, the quality of such work is generally in accordance with the Contract Documents (subject to an evaluation of such work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the recommendation). In the case of unit price work, CONSULTANT's recommendations of payment will include final determinations of quantities and classifications of such work (subject to any subsequent adjustments allowed by the Contract Documents).

1.6.9.2 By recommending any payment CONSULTANT will not thereby be deemed to have represented that exhaustive, continuous or detailed reviews or examinations have been made by CONSULTANT to check the quality or quantity of Contractor(s)' work as it is furnished and performed beyond the responsibilities specifically assigned to CONSULTANT in this Agreement and the Contract Documents. CONSULTANT's review of Contractor(s)' work for the purposes of recommending payment will not impose on CONSULTANT responsibility to supervise, direct or control such work or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto or Contractor(s) compliance with laws, rules, regulations, ordinances, codes or orders applicable to their furnishing and performing the work. It will also not impose responsibility on CONSULTANT to make any examination to ascertain how or for what purposes any Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any of the work, materials

or equipment has passed to OWNER free and clear of any lien, claims, security interests or encumbrances, or that there may not be other matters at issue between OWNER and Contractor that might affect the amount that should be paid.

1.6.10 Contractor(s)' Completion Documents. CONSULTANT shall receive and review maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals which are to be assembled by Contractor(s) in accordance with the Contract Documents (but such review will only be to determine that their content complies with the requirements of, and in the case of certificates of inspection, tests and approvals the results certified indicate compliance with, the Contract Documents); and shall transmit them to OWNER with written comments.

1.6.11 Inspections. CONSULTANT shall conduct an inspection to determine if the work is substantially complete and a final inspection to determine if the completed work is acceptable so that CONSULTANT may recommend, in writing, final payment to Contractor(s) and may give written notice to OWNER and the Contractor(s) that the work is acceptable (subject to any conditions therein expressed), but any such recommendation and notice will be subject to the limitations expressed in paragraph 1.6.9.2.

1.6.12 Limitation of Responsibilities. CONSULTANT shall not be responsible for the acts or omissions of any Contractor, or of any subcontractor or supplier, or any of the Contractor(s)' or subcontractor's or supplier's agents or employees or any other persons (except CONSULTANT's own employees and agents) at the site or otherwise furnishing or performing any of the Contractor(s)' work; however, nothing contained in paragraphs 1.6.1 thru 1.6.11 inclusive, shall be construed to release CONSULTANT from liability for failure to properly perform duties and responsibilities assumed by CONSULTANT in the Contract Documents.

1.7 Post-Construction Phase

During the Post-Construction Phase, CONSULTANT shall, when requested by OWNER:

1.7.1 Provide assistance in the closing of any financial or related transaction for the Project.

1.7.2 Provide assistance in connection with the refining and adjusting of any equipment or system.

1.7.3 Assist OWNER in training OWNER's staff to operate and maintain the Project.

1.7.4 Assist OWNER in developing systems and procedures for control of the operation and maintenance of and record-keeping for the Project.

1.7.5 Prepare a set of reproducible record prints of Drawings showing those changes made during the construction process, based on the marked-up prints, drawings and other data furnished by Contractor(s) to CONSULTANT and which CONSULTANT considers significant. In that record drawings are based on information provided by others, CONSULTANT cannot and does not warrant their accuracy.

1.7.6 In company with OWNER, visit the Project to observe any apparent defects in the completed construction, assist OWNER in consultations and discussions with Contractor(s) concerning correction of such deficiencies, and make recommendations as to replacement or correction of defective work.

ARTICLE 2 - ADDITIONAL SERVICES

2.1 Services Requiring Authorization in Advance

If authorized in writing by OWNER, CONSULTANT shall furnish or obtain from others Additional Services as provided below. These services are not included as part of Basic Services and will be paid for by OWNER as indicated in Attachment C.

2.1.1 Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effect on the design requirements of the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.

2.1.2 Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by OWNER.

2.1.3 Services resulting from significant changes in the general scope, extent or character of the Project or its design including, but not limited to, changes in size, complexity, OWNER's schedule, character of construction or method of financing; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents, or are due to any other causes beyond CONSULTANT's control.

2.1.4 Providing renderings or models for OWNER's use.

2.1.5 Preparing documents for alternate bids requested by OWNER for Contractor(s)' work which is not executed or documents for out-of-sequence work.

2.1.6 Investigations and studies involving, but not limited to, detailed consideration of operations, maintenance and overhead expenses; providing value engineering during the course of design; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing and assisting OWNER in obtaining process licensing; detailed quantity surveys of material, equipment and labor; and audits or inventories required in connection with construction performed by OWNER.

2.1.7 Furnishing services of independent professional associates and subconsultants for other than Basic Services (which include, but are not limited to, customary civil, structural, mechanical and electrical engineering and customary architectural design incidental thereto); and providing data or services of the types described in paragraph 3.4 when OWNER employs CONSULTANT to provide such data or services in lieu of furnishing the same in accordance with paragraph 3.4.

2.1.8 Services resulting from the award of more separate prime contracts for construction, materials or equipment for the Project than are contemplated or if CONSULTANT has been required to prepare Contract Documents on the assumption that more than one prime contract will be awarded for construction, materials and equipment, but only one prime contract is awarded for construction, materials and equipment for the Project, services attributable to the preparation of contract documentation that was rendered unusable and any revisions or additions to contract documentation used that was necessitated by the award of only one prime contract.

2.1.9 Services during out-of-town travel required of CONSULTANT other than visits to the site or OWNER's office as required by Basic Services.

2.1.10 Assistance in connection with bid protests, rebidding or renegotiating contracts for construction, materials, equipment or services, except when such assistance is required to complete services called for in Attachment D, paragraph 6.2.2.5.

2.1.11 Providing any type of property surveys or related engineering services needed for the transfer of interests in real property and field surveys for design purposes and engineering surveys and staking to enable Contractor(s) to proceed with their work; and providing other special field surveys.

2.1.12 Preparation of operating, maintenance and staffing manuals to supplement Basic Services under paragraph 1.7.3.

2.1.13 Preparing to serve or serving as a consultant or witness for OWNER in any litigation, arbitration or other legal or administrative proceeding involving the Project (except for assistance in consultations which is included as part of Basic Services under paragraphs 1.2.3 and 1.4.2).

2.1.14 Additional services in connection with the Project, including services which are to be furnished by OWNER as listed below, and services not otherwise provided for in this Agreement.

2.2 Required Additional Services

When required by the Contract Documents in circumstances beyond CONSULTANT's control, CONSULTANT shall furnish or obtain from others, as circumstances require during construction and without waiting for specific authorization from OWNER, Additional Services of the types listed in paragraphs 2.2.1 through 2.2.6, inclusive. These services are not included as part of Basic Services. CONSULTANT shall advise OWNER promptly after starting any such Additional Services which will be paid for by OWNER as indicated in Attachment C.

2.2.1 Services in connection with work change directives and change orders to reflect changes requested by OWNER if the resulting change in compensation for Basic Services is not commensurate with the additional services rendered.

2.2.2 Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitutions proposed by Contractor(s); and services after the award of each contract in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by Contractor.

2.2.3 Services resulting from significant delays, changes or price increases occurring as a direct or indirect result of material, equipment or energy shortages.

2.2.4 Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) a significant amount of defective or neglected work of any Contractor, (3) acceleration of the progress schedule involving services beyond normal working hours, and (4) default by any Contractor.

2.2.5 Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of any part of the Project by OWNER prior to Substantial Completion.

2.2.6 Evaluating an unreasonable or extensive number of claims submitted by Contractor(s) or others in connection with the work.

ARTICLE 3 - OWNER'S RESPONSIBILITIES

OWNER shall do the following in a timely manner so as not to delay the services of CONSULTANT:

3.1 Designate in writing a person to act as OWNER's representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to CONSULTANT's services for the Project.

3.2 Provide all criteria and full information as to OWNER's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which OWNER will require to be included in the Project.

3.3 Place at CONSULTANT's disposal all available pertinent information including previous reports and any other data relative to design or construction of the Project.

3.4 Furnish to CONSULTANT, as required for performance of CONSULTANT's Basic Services, the following, all of which CONSULTANT may use and rely upon in performing services under this Agreement:

3.4.1 Data prepared by or services of others, including without limitation borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment; including appropriate professional interpretations.

3.4.2 Environmental assessments, audits, investigations, and impact statements, and other relevant environmental or cultural studies as to the Project, the site, and adjacent areas.

3.4.3 Property, boundary, easement, right-of-way, topographic and utility surveys.

3.4.4 Property descriptions.

3.4.5 Zoning, deed and other land use restriction.

3.4.6 Other special data or consultations not covered under Basic Services and Additional Services.

3.5 Provide engineering surveys to establish reference points for construction to enable Contractor(s) to proceed with the layout of the work.

3.6 Arrange for access to and make all provisions for CONSULTANT to enter upon public and private property as required for CONSULTANT to perform services under this Agreement.

3.7 Examine all studies, reports, sketches, Drawings, Specifications, proposals and other documents presented by CONSULTANT, obtain advice of an attorney, insurance counselor, financial/municipal advisor, and other consultants as OWNER deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of CONSULTANT.

3.8 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

3.9 Recognizing and acknowledging that CONSULTANT's services and expertise do not include the following services, provide, as required for the Project:

3.9.1 Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.

3.9.2 Legal services with regard to issues pertaining to the Project as OWNER requires, Contractor(s) raises, or CONSULTANT reasonably requests.

3.9.3 Such auditing services as OWNER requires to ascertain how or for what purpose any Contractor has used the money paid.

3.10 If OWNER designates a person to represent OWNER at the site who is not CONSULTANT or CONSULTANT's agent or employee, the duties, responsibilities and limitations of authority of such other person and the affect thereof on the duties and responsibilities of CONSULTANT and the Resident Project Representative (and any assistants) will be set forth in an exhibit that is to be identified, attached to and made a part of this Agreement before such services begin.

3.11 If more than one prime contract is to be awarded for construction, materials, equipment and services for the entire Project, designate a person or organization to have authority and responsibility for coordinating the activities among the various prime contractors.

3.12 Furnish to CONSULTANT data or estimated figures as to OWNER's anticipated costs for services to be provided by others for OWNER (such as services pursuant to paragraphs 3.7 through 3.11, inclusive and other costs of the types referred to in paragraph 1.2.6) so that CONSULTANT may make the necessary findings to support opinions of probable Total Project Costs.

3.13 Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings and substantial completion inspections and final payment inspections.

3.14 Give prompt written notice to CONSULTANT whenever OWNER observes or otherwise becomes aware of a hazardous environmental condition or any other development that affects the scope or timing of CONSULTANT's services, any defect or nonconformance in CONSULTANT's services, or any defect or nonconformance in the work of any Contractor.

3.15 Furnish, or direct CONSULTANT to provide, Additional Services as stipulated in paragraph 2.1 or other services as required.

3.16 Bear all costs incident to compliance with the requirements of Article 3.

ATTACHMENT B - PERIOD OF SERVICES

This is an attachment to the Agreement dated _____ between _____
(OWNER) and Ayres Associates Inc (CONSULTANT).

ARTICLE 4 - PERIOD OF SERVICES

4.1 The provisions of this Article 4 and the compensation for CONSULTANT's services have been agreed to in anticipation of the orderly and continuous progress of the Project through completion of the Construction Phase. CONSULTANT's obligation to render services hereunder will extend for a period which may reasonably be required for the design, award of contracts, construction, and initial operation of the Project including extra work and required extensions thereto. If specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided below and if such dates are exceeded through no fault of CONSULTANT, compensation provided herein shall be subject to equitable adjustment.

4.2 The services called for in the Study and Report Phase will be completed and the Report submitted within _____ days after written authorization to proceed which will be given by OWNER within thirty days after CONSULTANT has signed this Agreement.

4.3 After acceptance by OWNER of the Study and Report Phase documents indicating any specific modifications or changes in the general scope, extent or character of the Project desired by OWNER, and upon written authorization from OWNER, CONSULTANT shall proceed with the performance of the services called for in the Preliminary Design Phase, and shall submit preliminary design documents and a revised opinion of probable Total Project Costs within _____ days.

4.4 After acceptance by OWNER of the Preliminary Design Phase documents and revised opinion of probable Total Project Costs, indicating any specific modifications or changes in the general scope, extent or character of the Project desired by OWNER, and upon written authorization from OWNER, CONSULTANT shall proceed with the performance of the services called for in the Final Design Phase; and shall deliver Contract Documents and a revised opinion of probable Total Project Costs for all work of Contractor(s) on the Project within _____ days.

4.5 CONSULTANT's services under the Study and Report Phase, Preliminary Design Phase and Final Design Phase shall each be considered complete at the earlier of (1) the date when the submissions for that phase have been accepted by OWNER or (2) thirty days after the date when such submissions are delivered to OWNER for final acceptance, plus in each case such additional time as may be considered reasonable for obtaining approval of governmental authorities having jurisdiction to approve the design of the Project.

4.6 After acceptance by OWNER of the CONSULTANT's Drawings, Specifications and other Final Design Phase documentation including the most recent opinion of probable Total Project Costs and upon written authorization to proceed, CONSULTANT shall proceed with performance of the services called for in the Bidding or Negotiating Phase. This Phase shall terminate and the services to be rendered thereunder shall be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective Contractor(s) (except as may otherwise be required to complete the services called for in Attachment D, paragraph 6.2.2.5).

4.7 The Construction Phase will commence with the execution of the first prime contract to be executed for the work of the Project or any part thereof, and will terminate upon written recommendation by CONSULTANT of final payment on the last prime contract to be completed. Construction Phase services may be rendered at different times in respect of separate prime contracts if the Project involves more than one prime contract.

4.8 The Post-Construction Phase will commence during the Construction Phase and will terminate one year after the date of Substantial Completion of the last prime contract for construction, materials and equipment on which substantial completion is achieved.

4.9 If OWNER has requested significant modifications or changes in the general scope, extent or character of the Project, the time of performance of CONSULTANT's services shall be adjusted equitably.

4.10 If OWNER fails to give prompt written authorization to proceed with any phase of services after completion of the immediately preceding phase, or if the Construction Phase has not commenced within _____ calendar days (plus such additional time as may be required to complete services under Attachment D, paragraph 6.2.2.5) after completion of Final Design Phase, CONSULTANT may, after giving seven days' written notice to OWNER, suspend services under this Agreement.

4.11 OWNER shall be liable for all costs and damages incurred by CONSULTANT for delays caused in whole or in part by OWNER's interference with CONSULTANT's ability to provide services, including, but not limited to, OWNER's failure to provide specified facilities or information, or if CONSULTANT's services are extended by OWNER's actions or inactions for more than ninety days. OWNER agrees to indemnify and hold CONSULTANT harmless for any delays caused by OWNER. If delays are caused by unpredictable occurrences including, without limitation, terrorism, fires, floods, riots, strikes, unavailability of labor or materials, delays or defaults by suppliers of material or services, process shutdowns, acts of God or the public enemy, or acts or regulations of any governmental agency, the costs for services and schedule commitments shall be subject to change.

4.12 In the event that the work designed or specified by CONSULTANT is to be furnished or performed under more than one prime contract, or if CONSULTANT's services are to be separately sequenced with the work of one or more prime contractors (such as in the case of fast-tracking), OWNER and CONSULTANT shall, prior to commencement of the Final Design Phase, develop a schedule for performance of CONSULTANT's services during the Final Design, Bidding or Negotiating and Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate contracts. This schedule is to be prepared whether or not the work under such contracts is to proceed concurrently and is to be included in this Attachment B and the provisions of paragraphs 4.4 through 4.10 inclusive, will be modified accordingly.

ATTACHMENT C - COMPENSATION AND PAYMENTS

This is an attachment to the Agreement dated _____ between _____
(OWNER) and Ayres Associates Inc (CONSULTANT).

ARTICLE 5 - COMPENSATION AND PAYMENTS

5.1 Compensation for Services and Expenses

5.1.1 Basic Services. OWNER shall pay CONSULTANT for Basic Services set forth in Attachment A, except for services of CONSULTANT's Resident Project Representative and Post-Construction Phase services, if any, as follows:

5.1.1.1 An amount equal to the cumulative hours charged to the Project by each class of CONSULTANT's employees times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Reimbursable Expenses and charges of CONSULTANT's independent professional associates and subconsultants, if any.

5.1.1.2 CONSULTANT's Reimbursable Expenses Schedule and Standard Hourly Rates Schedule are attached to this Attachment C as Appendices 1 and 2, respectively.

5.1.1.3 The total compensation for services under paragraph 5.1.1 is estimated to be \$_____ based on the following assumed distribution of compensation:

- | | |
|---------------------------------|----------|
| a. Study and Report Phase | \$ _____ |
| b. Preliminary Design Phase | \$ _____ |
| c. Final Design Phase | \$ _____ |
| d. Bidding or Negotiating Phase | \$ _____ |
| e. Construction Phase | \$ _____ |

5.1.1.4 CONSULTANT may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by OWNER.

5.1.1.5 The total estimated compensation for CONSULTANT's services included in the breakdown by phases as noted herein incorporates all labor, overhead, profit, Reimbursable Expenses, and charges of CONSULTANT's independent professional associates and subconsultants.

5.1.2 Resident Project Representative and Post-Construction Phase Basic Services. OWNER shall pay CONSULTANT for Resident Project Representative and Post-Construction Basic Services as follows:

5.1.2.1 Resident Project Representative Services. For services of CONSULTANT's Resident Project Representative, if any, under Attachment A, paragraph 1.6.2, an amount equal to the cumulative hours charged to the Project by each class of CONSULTANT's employees times Standard Hourly Rates for each applicable billing class for all Resident Project Representative services performed on the Project, plus related Reimbursable Expenses and charges of CONSULTANT's independent professional associates and subconsultants, if any. The total compensation under this paragraph is estimated to be \$_____ based upon the periods of service as set forth herein.

5.1.2.2 Post-Construction Phase Services. For Post-Construction Phase services under Attachment A, paragraph 1.7, an amount equal to the cumulative hours charged to the Project by each class of CONSULTANT's employees times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus related Reimbursable Expenses and charges of CONSULTANT's

independent professional associates and subconsultants, if any. The total compensation under this paragraph is estimated to be \$_____.

5.1.3 Additional Services. OWNER shall pay CONSULTANT for Additional Services, if any, as follows:

5.1.3.1 For services of CONSULTANT's employees engaged directly on the Project pursuant to Attachment A, paragraph 2.1 or 2.2 (except for services as a consultant or witness under Attachment A, paragraph 2.1.13), an amount equal to the cumulative hours charged to the Project by each class of CONSULTANT's employees times Standard Hourly Rates for each applicable billing class for all Additional Services performed on the Project, plus related Reimbursable Expenses and charges of CONSULTANT's independent professional associates and subconsultants, if any.

5.1.4 Reimbursable Expenses. OWNER shall pay CONSULTANT for all Reimbursable Expenses incurred in connection with services as follows:

5.1.4.1 For Internal Reimbursable Expenses. An amount equal to the Project-related internal Reimbursable Expenses actually incurred or allocated by CONSULTANT based on the rates set forth in Appendix 1 to this Attachment C.

5.1.4.2 For External Reimbursable Expenses. An amount equal to invoiced external Reimbursable Expenses allocable to the Project multiplied by a factor of _____.

5.1.5 Amounts Billed. The amounts billed for CONSULTANT's services will be based on the cumulative hours charged to the Project during the billing period by each class of CONSULTANT's employees times Standard Hourly Rates for each applicable billing class, plus Reimbursable Expenses and charges of CONSULTANT's independent professional associates and subconsultants.

5.1.6 Annual Adjustments. The Standard Hourly Rates Schedule will be adjusted annually (as of January) and the Reimbursable Expenses Schedule will be adjusted annually (as of May) to reflect equitable changes in the compensation payable to CONSULTANT.

5.1.7 Other Provisions Concerning Compensation

5.1.7.1 Charges of CONSULTANT's Independent Professional Associates and Subconsultants. Whenever CONSULTANT is entitled to compensation for the charges of CONSULTANT's independent professional associates and subconsultants, those charges shall be the amounts billed to CONSULTANT times a factor of _____.

5.1.7.2 Factors. The factors for external Reimbursable Expenses and CONSULTANT's independent professional associates and subconsultants include CONSULTANT's overhead and profit associated with CONSULTANT's responsibility for the administration of such services and costs.

5.1.7.3 Estimated Compensation Amounts. CONSULTANT's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to CONSULTANT under the Agreement. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to CONSULTANT that a compensation amount thus estimated will be exceeded, CONSULTANT shall give OWNER written notice thereof. Promptly thereafter OWNER and CONSULTANT shall review the matter of services remaining to be performed and compensation for such services. OWNER shall either agree to such compensation exceeding said estimated amount or OWNER and CONSULTANT shall agree to a reduction in the remaining services to be rendered by CONSULTANT, so that total compensation for such services will not exceed said estimated amount when such services are completed. If CONSULTANT exceeds the estimated amount before OWNER and CONSULTANT have agreed to an increase in the compensation due CONSULTANT or a reduction in the remaining services, the CONSULTANT shall be paid for all services rendered hereunder.

5.1.7.4 Records. Records pertinent to CONSULTANT's compensation will be kept in accordance with generally accepted accounting practices. To the extent necessary to verify CONSULTANT's charges and upon OWNER's timely request, CONSULTANT shall make copies of such records available to OWNER at cost.

5.2 Payments

5.2.1 Times of Payments. CONSULTANT shall submit monthly invoices for Basic and Additional Services rendered and for Reimbursable Expenses incurred. OWNER shall make prompt monthly payments in response to CONSULTANT's invoices.

5.2.2 Failure to Pay. If OWNER fails to make any payment due CONSULTANT for services and expenses within thirty days after receipt of CONSULTANT's invoices, the amounts due CONSULTANT will be increased at the rate of 1-1/2% per month (18% A.P.R.), or the maximum rate of interest permitted by law, if less, from said thirtieth day, and in addition, CONSULTANT may, after giving seven days' written notice to OWNER, suspend services under this Agreement until CONSULTANT has been paid in full all amounts due for services and expenses.

5.2.3 Payments Upon Termination. In the event of termination by OWNER under Attachment D, paragraph 7.5, CONSULTANT will be entitled to invoice OWNER and to receive full payment for all services performed or furnished and all Reimbursable Expenses incurred through the effective date of termination. In the event of termination by OWNER for convenience or by CONSULTANT for cause, CONSULTANT also shall be entitled to invoice OWNER and to payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with CONSULTANT's independent professional associates and subconsultants, and other related close-out costs, using methods and rates for Additional Services as set forth in this Attachment C.

5.2.4 Payments for Taxes Assessed on Services. The amount of any excise, value-added, gross receipts, or sales taxes that may be imposed on payments shall be added to the compensation as determined above.

5.2.5 Deductions or Offsets. No deductions or offsets shall be made from CONSULTANT's compensation or expenses on account of any setoffs or back charges.

5.3 Definitions

5.3.1 Reimbursable Expenses. Reimbursable Expenses mean the actual expenses incurred by CONSULTANT, directly or indirectly in connection with the Project, such as expenses for: transportation and subsistence incidental thereto; obtaining bids or proposals from Contractor(s); providing and maintaining field office facilities including furnishings and utilities; subsistence and transportation of Resident Project Representatives and their assistants; toll telephone calls and mobile phone charges; facsimile transmissions; expenses incurred for computer time, survey and testing instruments, and other highly specialized equipment; and reproduction of reports, Drawings, Specifications, Bidding Documents, and similar Project-related items.

APPENDIX 2 - STANDARD HOURLY RATES SCHEDULE

Hourly rates for services performed on or after the date of the Agreement are:

<u>Billing Class</u>	<u>Hourly Rate</u>
Principal	\$
Manager 2	\$
Manager 1	\$
Architect 3	\$
Architect 2	\$
Architect 1	\$
Engineer 3	\$
Engineer 2	\$
Engineer 1	\$
Scientist 3	\$
Scientist 2	\$
Scientist 1	\$
Technician 3	\$
Technician 2	\$
Technician 1	\$
Photogrammetrist	\$
Surveyor	\$
Technical Editor	\$
Real Estate Specialist	\$
Clerical	\$
Programmer/Analyst	\$
Administrative	\$

ATTACHMENT D - TERMS AND CONDITIONS

This is an attachment to the Agreement dated _____ between _____
(OWNER) and Ayres Associates Inc (CONSULTANT).

ARTICLE 6 - CONSTRUCTION COST AND OPINIONS OF COST

6.1 Construction Cost

The construction cost of the entire Project (herein referred to as "Construction Cost") means the total cost to OWNER of those portions of the entire project designed and specified by CONSULTANT, but it will not include CONSULTANT's compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to, properties unless this Agreement so specifies, nor will it include OWNER's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project or the cost of other services to be provided by others to OWNER pursuant to Attachment A, paragraphs 3.7 through 3.11, inclusive. (Construction Cost is one of the items comprising Total Project Costs which is defined in Attachment A, paragraph 1.2.6.)

6.2 Opinions of Probable Cost

6.2.1 Because CONSULTANT has no control over the cost of labor, materials, equipment or services furnished by others, or over Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, CONSULTANT's opinions of probable Total Project Costs and Construction Cost provided for herein are to be made on the basis of CONSULTANT's experience, qualifications and judgment as an experienced and qualified professional, familiar with the construction industry; but CONSULTANT cannot and does not guarantee that proposals, bids or actual Project or Construction Costs will not vary from opinions of probable cost. If prior to the Bidding or Negotiating Phase OWNER wishes greater assurance as to Total Project or Construction Costs, OWNER shall employ an independent cost estimator as provided in Attachment A.

6.2.2 If a Construction Cost limit is established by written agreement between OWNER and CONSULTANT and specifically set forth in this Agreement as a condition thereto, the following will apply.

6.2.2.1 The acceptance by OWNER at any time during the Basic Services of a revised opinion of probable Total Project or Construction Costs in excess of the then established cost limit will constitute a corresponding revision in the Construction Cost limit to the extent indicated in such revised opinion.

6.2.2.2 Any Construction Cost limit so established will include a contingency of ten percent unless another amount is agreed upon in writing.

6.2.2.3 CONSULTANT will be permitted to determine what types of materials, equipment and component systems are to be included in the Drawings and Specifications and to make reasonable adjustments in the general scope, extent and character of the Project to bring it within the cost limit.

6.2.2.4 If the Bidding or Negotiating Phase has not commenced within six months after completion of the Final Design Phase, the established Construction Cost limit will not be binding on CONSULTANT and OWNER shall consent to an adjustment in such cost limit commensurate with any applicable change in the general level of prices in the construction industry between the date of completion of the Final Design Phase and the date on which proposals or bids are sought.

6.2.2.5 If the lowest bona fide proposal or bid exceeds the established Construction Cost limit, OWNER shall (1) give written approval to increase such cost limit, (2) authorize negotiating or rebidding the Project within a reasonable time, or (3) cooperate in revising the Project's general scope, extent or character to the extent consistent with the Project's requirements and with sound practices. In the case of (3), CONSULTANT shall modify the Contract Documents as necessary to bring the Construction Cost

within the cost limit. In lieu of other compensation for services in making such modifications, OWNER shall pay CONSULTANT, CONSULTANT's cost of such services, all overhead expenses reasonably related thereto and Reimbursable Expenses, but without profit to CONSULTANT on account of such services. The providing of such service will be the limit of CONSULTANT's responsibility in this regard and, having done so, CONSULTANT shall be entitled to payment for services in accordance with this Agreement and will not otherwise be liable for damages attributable to the lowest bona fide proposal or bid exceeding the established Construction Cost.

ARTICLE 7 - GENERAL CONSIDERATIONS

7.1 Standard of Performance

The standard of care for all professional services performed or furnished by CONSULTANT under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. CONSULTANT does not make any warranty or guarantee, expressed or implied, nor is this Agreement or contract subject to the provisions of any uniform commercial code. Similarly, CONSULTANT will not accept those terms and conditions offered by OWNER in its purchase order, requisition, or notice of authorization to proceed, except as set forth herein or expressly agreed to in writing. Written acknowledgement of receipt or the actual performance of services subsequent to receipt of such purchase order, requisition, or notice of authorization to proceed is specifically deemed not to constitute acceptance of any terms or conditions contrary to those set forth herein.

7.2 Reuse of Documents

All documents including Drawings and Specifications prepared or furnished by CONSULTANT (and independent professional associates and subconsultants) pursuant to this Agreement are instruments of service and CONSULTANT shall retain an ownership and property interest therein whether or not the Project is completed. OWNER may make and retain copies for information and reference in connection with use and occupancy of the Project by OWNER and others; however, such documents are not intended or represented to be suitable for reuse by OWNER or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by CONSULTANT for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to CONSULTANT, or to independent professional associates or subconsultants, and OWNER shall indemnify and hold harmless CONSULTANT and independent professional associates and subconsultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle CONSULTANT to further compensation at rates to be agreed upon by OWNER and CONSULTANT.

7.3 Electronic Files

7.3.1 OWNER and CONSULTANT agree that any electronic files furnished by either party shall conform to the specifications agreed to at the time this Agreement is executed and listed elsewhere. Any changes to the electronic specifications by either OWNER or CONSULTANT are subject to review and acceptance by the other party. Additional services by CONSULTANT made necessary by changes to the electronic file specifications shall be compensated for as Additional Services.

7.3.2 Electronic files furnished by either party shall be subject to an acceptance period of 60 days during which the receiving party agrees to perform appropriate acceptance tests. The party furnishing the electronic file shall correct any discrepancies or errors detected and reported within the acceptance period. After the acceptance period, the electronic files shall be deemed to be accepted and neither party shall have any obligation to correct errors or maintain electronic files.

7.3.3 OWNER is aware that differences may exist between the electronic files delivered and the printed hard-copy documents. In the event of a conflict between the hard-copy documents prepared by CONSULTANT and electronic files, the hard-copy documents shall govern.

7.4 Insurance

CONSULTANT shall procure and maintain insurance for protection from claims under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom. Requirements for insurance are amended and supplemented as indicated in Attachment E.

7.5 Termination

The obligation to provide further services under this Agreement may be terminated by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

7.6 Controlling Law

This Agreement is to be governed by the law of the place of business of CONSULTANT at the address hereinbefore stated.

7.7 Successors and Assigns

7.7.1 OWNER and CONSULTANT each is hereby bound and the partners, successors, executors, administrators and legal representatives of OWNER and CONSULTANT (and to the extent permitted by paragraph 7.7.2 the assigns of OWNER and CONSULTANT) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

7.7.2 Neither OWNER nor CONSULTANT shall assign, sublet or transfer any rights under or interest in this Agreement (including, but without limitation, moneys that may become due or moneys that are due) without the written consent of the other, except to the extent mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent CONSULTANT from employing such independent professional associates and subconsultants as CONSULTANT may deem appropriate to assist in the performance of services hereunder.

7.7.3 Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than OWNER and CONSULTANT, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and CONSULTANT and not for the benefit of any other party.

7.8 Dispute Resolution

7.8.1 Negotiation. OWNER and CONSULTANT agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to exercising their rights under the dispute resolution provision below or other provisions of this Agreement, or under law.

7.8.2 Mediation. If direct negotiations fail, OWNER and CONSULTANT agree that they shall submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof to mediation in accordance with the Construction

Industry Mediation Rules of the American Arbitration Association effective on the date of this Agreement prior to exercising other rights under law.

7.9 Exclusion of Special, Indirect, Consequential, and Liquidated Damages

CONSULTANT shall not be liable, in contract or tort or otherwise, for any special, indirect, consequential, or liquidated damages including specifically, but without limitation, loss of profit or revenue, loss of capital, delay damages, loss of goodwill, claim of third parties, or similar damages arising out of or connected in any way to the Project or this Agreement.

7.10 Betterment

If, due to CONSULTANT's negligence, a required item or component of the project is omitted from the construction documents, CONSULTANT's liability shall be limited to the reasonable cost of correction of the construction, less what OWNER's cost of including the omitted item or component in the original construction would have been had the item or component not been omitted. It is intended by this provision that CONSULTANT will not be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the project.

7.11 Limitation of Professional Liability

OWNER agrees to limit CONSULTANT's professional liability for any and all claims for loss, damage or injury, including but not limited to, claims for negligence, professional errors or omissions, strict liability, and breach of contract or warranty, to an amount of \$50,000.00 or CONSULTANT's fee, whichever is greater. In the event that OWNER does not wish to limit CONSULTANT's professional liability to this sum, CONSULTANT agrees to raise the limitation of liability to a sum not to exceed \$1,000,000.00 for increased consideration of ten percent (10%) of the total fee or \$500.00, whichever is greater, upon receiving OWNER's written request prior to the start of CONSULTANT's services.

ATTACHMENT E - INSURANCE

This is an attachment to the Agreement dated _____ between _____
(OWNER) and Ayres Associates Inc (CONSULTANT).

ARTICLE 8 - INSURANCE

8.1 Workers' Compensation

Workers' Compensation insurance covering the CONSULTANT for any and all claims which may arise against the CONSULTANT because of Workers' Compensation and Occupational Disease Acts shall be carried. The Employer's Liability Section shall have limits of not less than the following:

Each Accident:	\$	100,000
Disease, Policy Limit:	\$	500,000
Disease, Each Employee:	\$	100,000

8.2 Commercial General Liability

Commercial General Liability insurance protecting the CONSULTANT against any and all general liability claims which may arise in the course of performance of this Agreement shall be carried. The limits of liability shall not be less than the following:

General Aggregate:	\$	1,000,000
Products-Completed Operations Aggregate:	\$	1,000,000
Personal and Advertising Injury:	\$	1,000,000
Each Occurrence:	\$	1,000,000

Property damage liability coverage shall not exclude explosion, collapse, and underground perils if CONSULTANT is engaged in these activities.

Commercial General Liability coverage shall also protect the CONSULTANT for the same limits of liability for claims which may arise because of the indemnity or contractual liability agreement contained within this Agreement.

8.3 Business Automobile Liability

Business Automobile Liability insurance including Owned, Non-Owned, and Hired vehicles shall be carried with a limit of not less than the following:

Bodily Injury and Property Damage, Combined Single Limit:	\$	1,000,000
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8.4 Umbrella Excess Liability

Excess liability insurance (umbrella form) over underlying Employer's Liability, Commercial General Liability, and Business Automobile Liability shall be carried. The limits of liability shall be not less than the following:

Each Occurrence:	\$	1,000,000
Aggregate:	\$	1,000,000

8.5 Professional Liability (Errors and Omissions)

Professional Liability insurance protecting the CONSULTANT against Professional Liability claims which may arise in the course of this Agreement shall be carried. The limits of liability shall be not less than the following:

Each Claim:	\$ 1,000,000
Aggregate:	\$ 1,000,000

8.6 Valuable Papers

During the life of this Agreement, the CONSULTANT shall maintain in force Valuable Papers and Records insurance in an amount equal to the maximum exposure to loss of written, printed, or otherwise inscribed documents and records, including books, maps, films, drawings, abstracts, deeds, mortgages, and manuscripts as shall be required and/or produced in the completion of this Agreement by the CONSULTANT.



**CITY OF RIFLE
PURCHASE REQUEST**

1.	Vendor Name	NEW: W-9 attached ☐
	Ayers Associates, Inc.	

2.	Vendor Address
	3665 JFK Parkway, Bldg. 2, Suite 100
	Ft. Collins, CO 80525-3152

3.	For the Purchase of (description)
	Landscape design services
	for the I-70 Exit 90 ramps and median

4.	Amount Requested	Amount Budgeted	Finance Director Verified Funds Avail.
	\$65,451.76	\$75,000	

5.	Dept. Name	General Ledger Acct #
	Public Works	201-4312-400-641

6.	Type of Purchase
	Capital Construction
	Capital Construction – Change Order
	Capital Equipment
	Plant Equipment
	Materials, supplies, non-profession/technical services (includes computer/software maint.)
	x Professional Services
	Utilities (includes equipment installation)
	Land, easements, ROW

7.	Purchasing Process Required
	Cooperative Purchasing
	Open Market
	Comparative Pricing
	x Request for Proposal (attach bid tab)
	Formal Bid (attach bid tab and advertisement)
	Single Source (attach an explanation)

8.	Authorization Required
	x City Manager
	x City Council

9.	Signatures		
	Position	Signature	Date
	Department Director	<i>Brian Prunty</i>	8/26/2020
	City Manager		
	City Council Approval (meeting date)		
10.	Purchase Order # assigned by Finance		

General summary of purchasing ordinance (Section 4, Art. III)

TYPE OF CONTRACT	ESTIMATED AMOUNT	PROCESS	Purchase Order? Purchase Request?	CITY COUNCIL APPROVAL REQUIRED?
Capital Construction	< \$5,000	Open Market (informal evaluation by purchasing agent)	> \$5,000 - PO	Yes if over \$20,000 or for any amount from Capital Fund.
	\$5,000-\$20,000	Comparative Pricing (solicit quotes from 3) vendors/suppliers)	Purchase Request	
	\$20,001-\$100,000	Competitive Bid (see Code Sec 4-3-40)		
	> \$100,000	Bonded Competitive Bid		
Capital Construction Change orders	< = 10% of approved contract	When total change orders to date are < 10% - Dept Head or City Manager Approval	Purchase Request	Yes if total change orders to date are greater than 10%
	> 10% of approved contract			
Capital Equipment	< \$5,000	Open Market (informal evaluation by purchasing agent)	> \$5,000 - PO	Yes if over \$20,000 or for any amount from Capital Fund.
	\$5,000-\$20,000	Comparative Pricing (solicit quotes from 3 vendors/suppliers)	Purchase Request	
	> \$20,000	Competitive Bid (see Code Sec 4-3-40)		
Plant Equipment Replacement (purchases necessary for replacement of existing equipment that is component part of any water, wastewater, or physical plant)	< \$7,500	Open Market (informal evaluation by purchasing agent)	> \$5,000 - PO >= \$5,000 - Purchase Request	Yes if over \$75,000
	\$7,500-\$75,000	Comparative Pricing (solicit quotes from 3 vendors/suppliers)	Purchase Request	
	>\$75,000	Competitive Bid (see Code Sec 4-3-40)		
Materials, Supplies, Non- Professional Services and Technical Services (including software/hardware maintenance technical services)	< \$10,000	Open Market (informal evaluation by purchasing agent)	> \$5,000 - PO >= \$5,000 - Purchase Request	Yes if over \$20,000
	>\$10,000	Comparative Pricing (solicit quotes from 3 vendors/suppliers)	Purchase Request	
Professional Services (note- process for appointed positions such as auditor, attorney, engineer, or municipal judge to be determined by Council)	< \$25,000	Open Market (informal evaluation by purchasing agent)	All - Purchase Request	Yes if anticipated to exceed \$25,000 per year to a single vendor
	> = \$25,000	Written requests for written proposals must be sent to at least 3 firms or individuals		
Utilities including installation of equipment (purchases to secure utility services such as natural gas, electricity, local telephone, water, or sewer)	any amount	Single Source (negotiations, where appropriate, after good faith determination that only one viable source exists in relevant supply area - keep records for one year)	> \$5,000 - PO >= \$5,000 - Purchase Request	No
Real Property Interest (including easements and rights of way)	any amount	Single Source (see above)	> \$5,000 - PO >= \$5,000 - Purchase Request	Yes if over \$5,000.



Agenda Item #6.e.

Agenda Item Name:

Consider First Amended 7-Party Memorandum of Understanding regarding Garfield County Senior Programs for 2020

Presenter:

Tami Sours, Senior Center Director

Item Description:

First Amended 7-Party MOU Regarding Garfield County Senior Programs

Recommended Action:

Move to approve the 2020 first amended 7-Party MOU for Garfield County Senior Programs and the Remaining Balance due of \$10,418.65.

Fiscal Impact:

The City budgeted \$100,000 for Senior Programs in 2020. Council approved the payment of the budgeted amount, \$100,000, during February 19, 2020, City Council Meeting.

The original MOU for Senior Programs cost was \$133,593.37, the new amended MOU reflects an annual cost of \$110,418.65.

Remaining Balance due to Garfield County is \$10,418.65

Operational Impact:

N/A

Prior Board Motions:

None

Background Information:

This MOU has been in existence since 2009 with an original 9-Party agreement. In 2016 the Town of Parachute pulled out of the MOU along with Colorado Mountain College now making the MOU a 7-Party agreement.

This MOU reflects the Garfield County Senior Programs that include Senior Congregate Meals and Transportation.

Executive Summary:

This MOU contains the revised numbers for 2020 with COVID. Due to the impact of COVID-19 the county is providing an amended MOU for Garfield County Senior Services in 2020 reflecting a decrease in cost to the City of Rifle in the amount of \$23,174.72.

The original MOU cost was \$133,593.37, the new amended MOU reflects an annual cost of \$110,418.65. Remaining Balance due is \$10,418.65

Congregate meals are also a part of this MOU but with grant money and funding from AAA there are no costs to municipalities for senior meals in 2020None

Notification Requirements:

None

Prepared By:

Tami Sours, Senior Center Director

Attachments:

1. FINAL 7 Party MOU 2020 Amended

**FIRST AMENDED 7-PARTY MEMORANDUM OF UNDERSTANDING
REGARDING GARFIELD COUNTY SENIOR PROGRAMS
FOR 2020**

This First Amended Memorandum of Understanding is entered into between:

**The Garfield County Board of County Commissioners, (“BOCC”)
The City of Rifle, Colorado,
The City of Glenwood Springs, Colorado,
The Town of Carbondale, Colorado,
The Town of New Castle, Colorado,
The Town of Silt, Colorado,
Roaring Fork Transportation Authority, (“RFTA”)**

(collectively, the “7-Parties”) in order to set forth the terms and conditions of their cooperative provision, administration and funding of a county-wide meal and transportation services for the Garfield County Senior Programs for calendar year 2020 (the “MOU”). This amended MOU is effective as of January 1, 2020, regardless of the dates on which it is signed.

BACKGROUND

- A. Each of the 7-Parties is authorized to make the most efficient and effective use of their governmental powers, responsibilities and monies by cooperating and contracting with other governments. Colo. Const. art. XIV §§ 18(2)(a) and (2)(b); Colorado Revised Statutes § 29-1-201.
- B. In 2009, 9-Parties entered into an Intergovernmental Agreement to set forth the terms and conditions of their cooperative provision, administration and funding of meal and transportation services to senior citizens of Garfield County (“the 9-Party MOU”). This 9-Party MOU is recorded in records of the Garfield County Clerk and Recorder at Reception No. 776142.
- C. In accordance with the 9-Party MOU, in 2009 and each consecutive year thereafter, the now 7 parties have also entered into a Memorandum of Understanding that sets forth each party’s annual commitment to share the administrative and operational costs of the Senior Programs meal and transportation services and determines the methodology by which those costs will be allocated among them.
- D. In 2016, The Town of Parachute withdrew from membership and opted not to participate in the services provided by Garfield County Senior Programs in 2017. In 2017, it was determined that Colorado Mountain College no longer needs to be part of the MOU beginning 2019.

- E. Each of the remaining 7-Parties desires to continue to provide meal and transportation services to eligible Garfield County senior citizens in 2020 in accordance with the original 9-Party MOU.
- F. In March 2020, the unexpected onset of the COVID-19 pandemic, followed by restrictions on travel by the public in general and vulnerable populations in particular, resulted in a reduction in the use of Traveler services. In response to the decline in ridership, RFTA offered to re-evaluate the anticipated costs of providing such services in 2020. This First Amended Memorandum of Understanding (the “Agreement” or “MOU”), reflects the revised calculations and thus the revised obligations of those entities that participate in providing this service.

NOW, THEREFORE, for and in consideration of mutual covenants and agreements set forth below, the 7-Parties agree as follows:

AGREEMENT

1. Incorporation of Recitals. The foregoing Recitals are incorporated as if set forth in full.
2. Purpose of this Agreement. The purpose of this MOU is to define the terms and conditions by which the 7-Parties will collectively provide, administer and fund county-wide meal and transportation services for the Garfield County Senior Programs for calendar year 2020.
3. Term of Agreement. This Agreement shall have an Effective Date of January 1, 2020 regardless of the dates signed and shall terminate on December 31, 2020.
4. Senior Services to be Provided. The BOCC, through its Department of Human Services Senior Programs, will organize and administer the congregate meal and transportation services described in this MOU for eligible senior citizens of Garfield County on behalf of Rifle, Glenwood Springs, Carbondale, New Castle, Silt (collectively, the “Municipalities”). In exchange, the Municipalities will reimburse the BOCC for their proportionate shares of the cost of such services as calculated in accordance with the Cost Methodologies defined in this Agreement.
5. Congregate Meal Services. The BOCC and Municipalities agree that Senior Program meals will be provided at seven (7) locations throughout Garfield County on the days and times set forth in **Attachment A** and further agree that the costs to provide such services will be allocated among them as follows:
 - a. Cost Methodology – Nutrition: The BOCC agrees to pay forty percent (40%) of total budgeted cost to provide Congregate Meal Services in 2020.

- b. The Municipalities each agree to pay a proportionate share of the remaining balance, less all anticipated grant and program funding income, based upon the percentage of total meals served between July 2018 and June 19 to the residents of each Municipality. The BOCC agrees to be responsible for all meals served to residents of unaffiliated Garfield County and Battlement Mesa as well as any shortfall in grant and program funding income.
- c. Application of Cost Methodology to the 2020 Budget: As illustrated in **Attachment B**, which is incorporated here for all purposes, the total budgeted cost to provide Congregate Meal Services in 2020 is **\$382,805.00**. The BOCC's 40% share of that amount equals **\$153,122.00**. Anticipated grant and program funding income for 2020 is **\$243.053.00**. The remaining balance is \$0.00

6. Transportation Services. The BOCC, RFTA and Municipalities agree that Senior Program transportation services will be provided to Garfield County residents sixty-five (65) years old and older who have difficulty utilizing public transportation ("Seniors") and citizens under the age of sixty-five (65) with a functional disability affecting the ability to use public transportation on the schedule set forth in **Attachment C**. These services will be provided by RFTA's Traveler bus system and will be wheel chair accessible, curb to curb, driver assisted transportation and will also include the delivery of meals to the meal site locations. Riders must make reservations 48 hours in advance. The cost to provide these transportation services will be shared by the BOCC, RFTA, and the Municipalities in accordance with the following Cost Methodology:

- a. Cost Methodology - Transportation: The BOCC agrees to be responsible for fifty-percent (50%) of the total budgeted cost to provide Senior Transportation Services in 2020. The remaining fifty-percent is paid for by grant and program funding income and allocated payments from the Municipalities based upon the number of rides provided to residents of each Municipality. RFTA agrees to be responsible for the cost of the transportation services provided to the three Municipalities that are current RFTA members: the Town of Carbondale, the City of Glenwood Springs, and the Town of New Castle. The remaining non-RFTA member Municipalities, the City of Rifle, the Town of Silt agree to pay their proportionate share of transportation costs based upon the number of rides provided to the residents of each. The BOCC agrees to be responsible for all rides provided to residents of unaffiliated Garfield County as well as any shortfall in anticipated grant and program funding income.
- b. Application of Cost Methodology to 2020 Budget. As illustrated in **Attachment D**, the total revised budgeted cost to provide Senior Transportation Services in 2020 is **\$679,699.00**. This revised cost represents the updated costs to the BOCC and to RFTA to provide such services in the amounts of **\$44,266.00** and **\$665,433.00** respectively, less the amount of **\$30,000** received by RFTA from other sources who utilize the Traveler bus system pursuant to a contractual

agreement that is unrelated to this MOU. The BOCC's 50% share of this amount equals **\$339,849.50**. Anticipated grant and program funding income for 2020 is **\$84,941.00**. The remaining balance of **\$254,908.50** is distributed among the Municipalities based upon the portion of total rides provided to residents of each Municipality between July 2018 and June 2019, which results in the following amounts due:

Municipality	Number of Rides	Percent of Total	Amount Due
Carbondale*	732	6.09%	\$15,519.67
Glenwood Springs*	5,419	45.07%	\$114,892.55
New Castle*	519	4.32%	\$11,003.70
Silt	145	1.21%	\$3,074.25
Rifle	5,218	3.32%	\$110,418.65
TOTAL	12,023	100%	\$254,908.50

- c. Payment. The BOCC and RFTA have entered into a separate intergovernmental agreement pursuant to which the BOCC agrees to pay RFTA the total revised amount of **\$494,017.41** in twelve (12) equal monthly payments for Senior Transportation Services (the "Traveler IGA"). This amount represents RFTA's revised, estimated cost to provide such services in 2020 less amounts received by RFTA from other sources and less the cost to provide such services to the RFTA Member Municipalities identified with an asterisk above. The non-RFTA member Municipalities agree to pay the respective amounts set forth above upon receipt of an invoice from the BOCC.

7. Appropriation. This MOU is expressly contingent upon appropriation and budgeting for the costs required herein. If any Municipality, including RFTA on behalf of its member jurisdiction Municipalities, fails to appropriate or have available sufficient funds to pay for the costs of the obligations set forth in this Agreement, services to residents of the failing Municipality shall end.

8. Whole Agreement. This MOU sets forth the whole agreement of the Parties. No representation, either verbal or written, shall be considered binding to the extent it is not set forth herein.

9. Amendment and Assignment. This MOU may be amended, altered, or modified solely through a written agreement executed with equal formality. This MOU may not be assigned by any Party without the written agreement of the all.

10. Facsimiles and Counterparts. This MOU and all documents required for performance may be signed in counterparts. Facsimile signatures may be substituted for originals on such documents.

11. Authority. Each person signing this MOU represents and warrants that said person is fully authorized to enter into and execute this document and bind the Party represented.

12. Governing Law. The laws of the State of Colorado shall govern the validity, performance and enforcement of this MOU. Venue for any action instituted pursuant to this MOU shall lie in Garfield County.

13. Notice. Notices to be provided under this Agreement shall be given in writing either by hand delivery or by certified return receipt requested United States mail, to the following:

Carbondale	Jay Harrington, Town Manager Town of Carbondale 511 Colorado Avenue Carbondale, CO 81623 (970) 963-2733 ext. 1207 jharrington@carbondaleco.net
Garfield County	Sharon Longhurst-Pritt, Director Garfield County Department of Human Services 195 West 14 th Street Rifle, CO 81650 (970) 625-8282 mbaydarian@garfield-county.com
Glenwood Springs	Debra Figueroa, City Manager City of Glenwood Springs 101 W. 8 th Street Glenwood Springs, CO 81601 (970) 384-6500
New Castle	Dave Reynolds, Town Administrator New Castle Town Hall 450 West Main Street, P O Box 90 New Castle, CO 81647 970) 984-2311 Dreynolds@newcastlecolorado.org
RFTA	Dan Blankenship, Chief Executive Officer Roaring Fork Transportation Authority 2307 Wolfshon Road

Glenwood Springs, CO 81601
(970) 384-4981
dblankenship@rfta.com

Rifle

Scott Hahn, City Manager
City of Rifle
202 Railroad Ave
P. O. Box 1980
Rifle, CO 81650
(970) 625-6266
shahn@rifleco.org

Silt

Jeff Layman, Town Administrator
Town of Silt
231 N. 7th Street, PO BOX 70
Silt, CO 81652
970-876-2353, ext. 813
jlayman@townofsilt.org

IN WITNESS WHEREOF, the parties have caused this Memorandum of Understanding to be executed effective January 1, 2020, regardless of the date signed.

ATTEST: **TOWN OF CARBONDALE, COLORADO**

Town Clerk

By: _____
Dan Richardson, Mayor

Date: _____

ATTEST: **BOARD OF COUNTY COMMISSIONERS
GARFIELD COUNTY, COLORADO and
BOARD OF SOCIAL SERVICES**

Clerk to the Board

By: _____
John Martin, Chairman

Date: _____

ATTEST: **CITY OF GLENWOOD SPRINGS,
COLORADO**

City Clerk

By: _____
Jonathan Godes, Mayor

Date: _____

ATTEST: **TOWN OF NEW CASTLE, COLORADO**

Town Clerk

By: _____
Art Riddile, Mayor

Date: _____

ATTEST:

Secretary to the Board of Directors

**ROARING FORK TRANSPORTATION
AUTHORITY**

By:_____
_____, Chair

Date:_____

ATTEST:

City Clerk

CITY OF RIFLE, COLORADO

By:_____
Barbara Clifton, Mayor

Date:_____

ATTEST:

Town Clerk

TOWN OF SILT, COLORADO

By:_____
Keith B. Richel, Mayor

Date:_____

ATTACHMENT A

2020 CONGREGATE MEAL SCHEDULE

2020 Senior Programs Congregate Meal Schedule

MEAL SITE CONTACT	KITCHEN	MEAL DAY	Meal Site Name/location
Jerilyn Nieslanik, Manager Crystal Meadows Senior Housing 1250 Hendrick Drive Carbondale, CO 81623 970- 963-9326 cga@qwestoffice.net	Valley View Hospital	Wednesday	Roaring Fork & Spoon Crystal Meadows Senior Housing 1250 Hendrick Drive in the Romminger Room
JULIE S. HANSON <i>Purchasing & Contracts Director</i> Colorado Mountain College (CMC) 802 Grand Avenue Glenwood Springs, CO 81601 970.947.8402 / jshanson@coloradomtn.edu	Valley View Hospital	Tuesday/Friday	Chat n' Chew 1402 Blake Avenue Glenwood Springs, CO 81601 in Lucy Huntley Senior Center
Jen Schrock. Site Coordinator Sunnyside Retirement Center 601 21 st Street #106 Glenwood Springs, CO 81601 970-945-9234 sunnyside1@questoffice.net	Valley View Hospital	Monday/Thursday	Sunnyside 601 21 st Street Glenwood Springs, CO 81601 in the Kitchen
Karla Schultz, Property Manager New Castle Senior Housing 201 Castle Valley Blvd New Castle, CO 81647 (970) 984-0779 newcastle@crhdc.org	City of Rifle	Monday	The Gathering 201 Castle Valley Blvd New Castle, CO 81647 In the Community Room
Ken Bachus, Board President Valley Senior Center PO BOX 932 Parachute, CO 81635-0932 (970) 285-6492 rcampbell623@gmail.com	City of Rifle	Wednesday	Valley Senior Center 540 N. Parachute Parachute, CO 81635
Town of Silt for use of the Silt Town Center Jeff Layman, Town Administrator 231 N. 7 th Street, PO BOX 70 Silt, CO 81652 970-876-2353 ext. 813 jlayman@townofsilt.org	City of Rifle	Wednesday	Meet n' Eat 600 Home Avenue Silt, CO 81652

Scott Hahn, City Manager
City of Rifle
202 Railroad Avenue
Rifle, CO 81650 Included in the meal contract
(970) 665-6409 SHahn@riflco.org

City of Rifle

Tuesday, Thursday & Friday

Senior Delight
Rifle Senior Center
50 Ute Avenue
Rifle, CO 81650

ATTACHMENT B

**2020 CONGREGATE MEAL BUDGET
AND COST METHODOLOGY**

Cost Methodology—2020

PAGE ONE

Nutrition Budget		Annual
Wages	\$	133,431.00
Employee Benefits	\$	66,074.00
Professional - Other	\$	151,000.00
Prof Oth - County Attorney Contr	\$	250.00
Rental of Land & Buildings	\$	1,000.00
Communications	\$	600.00
Printing and Binding	\$	300.00
DHS - Destruction of Records	\$	300.00
Travel	\$	300.00
Motor Pool Charges	\$	12,000.00
Professional Affiliations	\$	100.00
Training	\$	800.00
Office Supplies	\$	800.00
Operating Supplies	\$	9,000.00
Computer Supplies	\$	250.00
Freight, postage, Delivery	\$	2,000.00
Copy Machine Usage	\$	1,600.00
Food - non travel related	\$	3,000.00
Total 12 Month Budget		\$382,805.00
Less AAA funding	\$	192,053.00
Less NSIP Incentives	\$	15,000.00
Less Program Income	\$	36,000.00
Grant & Program Income Total		\$ 243,053.00
40% County Share of Total Expenses	\$	153,122.00
Garfield County Share		\$ 153,122.00
Projected Income/County Share	\$	396,175.00
Income less expenses		-\$13,370.00
Municipal Budget Share for Distribution		-\$13,370.00

Staff: 64% Manager
72% Program Coordinator
77% Program Coordinator

NUTRITION BREAKDOWN SUMMARY FOR MUNICIPALITIES					
Jurisdiction	# of Meals Served	Percent of Total	Municipal Nutrition Contribution	2019	
				# Meals	Contributions
Cardondale	1,342	8.52%	\$0.00	1,241	\$ 1,526.41
Glenwood Springs	4,111	26.11%	\$0.00	3,873	\$ 4,763.72
New Castle	719	4.57%	\$0.00	734	\$ 902.81
Silt	2,418	15.36%	\$0.00	2,477	\$ 3,046.67
Parachute	-	0.00%	\$0.00	-	-
Rifle	7,157	45.45%	\$0.00	7,918	\$ 9,739.00
Municipal Total	15,747	100.00%	\$0.00	16,243	\$ 19,978.60
Garfield County	3,190			3,253	
Parachute	-			-	
Grand Total	18,937			19,496	
Based on July 2018 - June 2019 Usage				Based on July 2017 - June 2018	
				Based on July 2016 - June 201	
				19,398	
				16,432	\$ 6,454.40
				2,966	

ATTACHMENT C

**2020 SENIOR TRANSPORTATION
SERVICES SCHEDULE**

Traveler Transportation Schedule - 2020

COMMUNITY	DAY OF WEEK OR MONTH	SERVICE DESCRIPTION	NORMAL HOURS OF OPERATION	NUMBER OF VEHICLES
Glenwood Springs	Monday- Friday	Customer transportation and/or local shopping	8 a.m. – 5 p.m.	2-4
	Tuesday	Meal transportation	11 a.m. – 2 p.m.	1
	2nd Thursday of the month	Customer transportation to/from Grand Junction, picking up customers Carbondale through Battlement Mesa	8 a.m. – 5 p.m.	1
	Thursday	Carbondale to Battlement Mesa with stops in Glenwood, New Castle, Silt, New Castle & Rifle	8 a.m. – 5 p.m.	1
	Friday	Meal transportation	11 a.m. – 2 p.m.	1
Carbondale	Monday – Friday	Customer transportation and/or local shopping	8 a.m. – 5 p.m.	1
	Wednesday	Meal transportation and local shopping	11 a.m. – 4 p.m.	1
	2nd Thursday of the month	Customer transportation to/from Grand Junction, picking up customers Carbondale through Battlement Mesa	8 a.m. – 5 p.m.	1
	Thursday	Carbondale to Battlement Mesa with stops in Glenwood, Silt, New Castle and Rifle	8 a.m. – 5 p.m.	1
	Thursday	Battlement Mesa to Carbondale with stops in Glenwood, Silt, New Castle and Rifle	8 a.m. – 5 p.m.	1
Rifle	Monday	Customer transportation	8 a.m. – 5 p.m.	2
	Tuesday	Customer transportation/Meal transportation	8 a.m. – 5 p.m.	2-3
	Wednesday	Customer transportation/ Shopping	8 a.m. – 5 p.m.	3-4
	Thursday	Customer transportation/Meal transportation	8 a.m. – 5 p.m.	2-3
	2nd Thursday of the month	Customer transportation to/from Grand Junction, picking up customers Carbondale through Battlement Mesa	8 a.m. – 5 p.m.	1
	Thursday	Carbondale to Battlement Mesa with stops in Glenwood, Silt and New Castle	8 a.m. – 5 p.m.	2-3

	Thursday	Battlement Mesa to Carbondale with stops in Glenwood, Silt, New Castle and Rifle	8 a.m. – 5 p.m.	1
	Friday	Customer transportation/Meal transportation	8 a.m. – 5 p.m.	2-3
Battlement Mesa	Monday – Friday	On call basis for customers	8 a.m. – 5 p.m.	1
	Tuesday	Shopping day in Rifle	8 a.m. – 5 p.m.	1
	Wednesday	Meal transportation/Local transportation	11 a.m. – 2 p.m.	1
	2nd Thursday of the month	Customer transportation to/from Grand Junction, picking up customers Carbondale through Battlement Mesa	8 a.m. – 5 p.m.	1
	Thursday	Battlement Mesa to Carbondale with stops in Rifle, Silt, New Castle, and Glenwood Springs	8 a.m. – 5 p.m.	1
	Thursday	Carbondale to Battlement Mesa	8 a.m. – 5 p.m.	1
Silt	Monday – Friday	On call basis for customers	8 a.m. – 5 p.m.	1
	Wednesday	Meal transportation/shopping	11 a.m. – 4 p.m.	1
	2nd Thursday of the month	Customer transportation to/from Grand Junction, picking up customers Carbondale through Battlement Mesa	8 a.m. – 5 p.m.	1
	Thursday	Battlement Mesa to Carbondale with stops in Rifle, Silt, New Castle, Glenwood Springs and Carbondale	8 a.m. – 5 p.m.	1
	Thursday	Carbondale to Battlement Mesa with stops in Rifle	8 a.m. – 5 p.m.	1
New Castle	Monday – Friday	On call basis for customers	8 a.m. – 5 p.m.	1
	Monday	Meal transportation/shopping	11 a.m. – 4:00 p.m.	1
	2nd Thursday of the month	Customer transportation to/from Grand Junction, picking up customers Carbondale through Battlement Mesa	8 a.m. – 5 p.m.	1
	Thursday	Battlement Mesa to Carbondale with stops in Glenwood Springs and Carbondale	8 a.m. – 5 p.m.	1
	Thursday	Carbondale to Battlement Mesa with stops in Silt, Rifle	8 a.m. – 5 p.m.	1

ATTACHMENT D

**2020 TRANSPORTATION BUDGET
AND COST METHODOLOGY**

Transportation Budget	Annual	Staff: 32% Manager 7% Prog Coordinator
Wages	\$ 25,948.00	
Employee Benefits	\$ 15,318.00	
Prof Oth - County Attorney Contr	\$ 500.00	
Language Translation	\$ 200.00	
Communication	\$ 600.00	
Printing and Binding	\$ 200.00	
Travel	\$ 500.00	
Training	\$ 200.00	
Office Supplies	\$ 200.00	
Computer Supplies	\$ 200.00	
Freight, Postage, Delivery	\$ 400.00	
Total County Expenses	\$ 44,266.00	
RFTA	\$ 665,433.00	Projected based on RFTA Actual Expenditures
MINUS GWS Paratransit	\$ 30,000.00	
Total RFTA Expenses	\$ 635,433.00	
Total Expenses	\$ 679,699.00	
Less Program Income	\$ 32,000.00	
Less CSBG	\$ 52,941.00	
Total G/P Income	\$ 84,941.00	
Less 50% County Share	\$ 339,849.50	
Total County Share	\$ 339,849.50	
Total Revenue	\$ 424,790.50	
Total Expenses	\$ 679,699.00	
Income less expenses	\$ 254,908.50	
Municipal Budget Share for Distribution	\$ 254,908.50	

TRANSPORTATION BREAKDOWN Based on July 2018 - June 2019 Usage				
2020	Percent of Total		2019	
Jurisdiction	# of Rides Provided	Municipal Transportation Contribution	# Rides	Contributions
Carbondale*	732	\$15,519.67	248	\$7,572.94
Glenwood Springs*	5,419	\$114,892.22	3,827	\$116,861.48
New Castle*	519	\$11,003.70	375	\$11,451.02
Silt	145	\$3,074.25	394	\$12,031.21
Parachute	-	-	-	\$0.00
Rifle	5,208	\$110,418.65	3,865	\$118,021.85
MUNICIPAL TOTAL	12,023	\$254,908.50	8,709	\$265,938.50
* RFTA Members				
Rural Garfield County	3,419		3,150	3,272
Mt. Valley	1,861		2,608	2,939
Parachute	-		-	-
Total	17,303		14,467	15,480