

# AGENDA

## TOWN OF HUDSON - BOARD OF TRUSTEES REGULAR MEETING January 6, 2016 - 6:00 P.M.

### CALL TO ORDER AND ROLL CALL

### ADDITIONS TO AGENDA

### CITIZEN'S COMMENTS

#### 1) CONSENT AGENDA

(Consent Agenda Items are considered to be routine and will be enacted by one motion and vote. There will be no separate discussion of Consent Agenda Items unless a Board member or Citizen so requests, in which case the item may be removed from the Consent Agenda and considered at the end of the Regular Agenda.)

- a. Board of Trustees Meeting Minutes – December 2, 2015
- b. Payment of Bills
- c. Liquor License Renewal – El Faro Restaurant

#### 2) PUBLIC HEARING

- a. Supplemental Appropriation, 2015 Budget, Library Fund

#### 3) GENERAL BUSINESS

- a. Resolution 16-01, A Resolution establishing a designated Public Place for the Posting of Meeting Notices as required by the Colorado Open Meetings Law
- b. Resolution 16-02, Appointment of Cecilia Aichelman as a Commissioner of the Hudson Housing Authority
- c. Resolution 16-03, Appointments to the Board of Trustees of the Hudson Public Library
- d. Resolution 16-04, 2015 Budget Supplement, Library Fund
- e. Grant contract with the Colorado Department of Local Affairs, EIAF #9046 – Hudson Best & Brightest Intern
- f. Ordinance 15-15, Second Reading, An Ordinance approving the conveyance of Town-owned property known as Lots 17 through 20, Block 1, Hudson Heights Addition, plus the adjoining vacated north fifteen feet of Fifth Avenue
- g. Donation Agreement Between the Town of Hudson and Greeley Habitat for Humanity
- h. Ordinance 15-16, Second Reading, An Ordinance repealing and reenacting Section 2-11 of the Hudson Municipal Code Regarding deadlines for affidavits for Write-In Candidates and Cancellation of Elections.
- i. Agreement for Professional Services, Town Hall Owner's Representative, RKG, Inc.
- j. Ordinance 16-01, Emergency Ordinance, Creating the Department of Public Safety
- k. Ratification, Indirect Law Enforcement Service Agreement

- l. User Agreement, CJIS Computer Systems Colorado Bureau of Investigation
- m. Greeley/Weld County Public Safety Confidentiality of Information and System User Agreement
- n. Agreement, Consolidated Communications Network of Colorado, Inc. Statewide Digital Trunked Radio System Participant
- o. Memorandum of Understanding, Weld County Victim Advocate Service Unit
- p. Memorandum of Understanding with Weld County concerning the establishment of a Special Weapons and Tactics Team (SWAT)
- q. Agreement between the Board of County Commissioners of the County of Douglas and the Hudson Police Department – Sex Offender List Management
- r. Weld County Regional Communications User Agreement
- s. Discussion – Staffing levels in Town Marshal's Office

4) **STAFF REPORTS**

5) **ADJOURNMENT**

MINUTES  
TOWN OF HUDSON - BOARD OF TRUSTEES  
REGULAR MEETING  
December 2, 2015 - 6:00 P.M.

PLEDGE OF ALLEGIANCE

CALL TO ORDER AND ROLL CALL

Mayor Patch called the meeting to order at 6:00 p.m.

ROLL CALL

Mayor, Raymond Patch - Present  
Trustee, Matt Cole – Present  
Trustee, Laura Hargis – Present  
Trustee, Christine Hamilton – Present  
Trustee, Julia Stell – Present  
Trustee, Terri Davis – Present  
Trustee, Maria Chavez - Present

Town Clerk/Treasurer, Linnette Barker took roll call, and a quorum of the Mayor Pro-Tem and (6) Trustees were present.

Town Staff Present:

Town Administrator – Joe Racine  
Town Attorney – Corey Hoffmann  
Town Clerk/Treasurer– Linnette Barker  
Economic Development Director – Dan Hamsmith  
Public Works Director – Ron Allen  
Utility Director – Hunter Fobare  
Public Safety Director – Brent Flot

ADDITIONS TO AGENDA

CITIZEN'S COMMENTS

Chief Gabrielson, Hudson Fire Protection District, reported that the fire department is projecting over 700 calls for service by the end of the year. Three new Firefighters started on November 1, 2015 and three more will be hired on January 1, 2016. The Strategic Planning Group meeting has been cancelled for December, the next meeting will be January 11, 2016.

**1) CONSENT AGENDA**

(Consent Agenda Items are considered routine and will be enacted by one motion and vote. There will be no separate discussion of Consent Agenda Items unless a Board member or Citizen so requests, in which case the items may be removed from the Consent Agenda and considered at the end of the Regular Agenda.)

- a. Board of Trustees Minutes, Regular Meeting, November 18, 2015
- b. Payment of Bills
- c. Liquor License Renewal – Pit Stop Liquor
- d. Liquor License Renewal – RDS Village dba Hudson Market

Trustee Hargis made a motion, seconded by Trustee Cole to approve the Consent Agenda.

The vote was as follows:

Aye: Trustees Hargis, Cole, Stell, Hamilton, Chavez, Davis and Mayor Patch

Nay - None

Mayor Patch declared the motion carried.

**2) PUBLIC HEARING**

- a. Resolution No. 15-32 through 15-37, Service Plans for Shaklee Centre Metropolitan Districts No. 1 through 6

Mayor Patch opened the Public Hearing for the service plans for six proposed Metropolitan District Service Plans at 6:04 pm.

Joe Racine, Town Administrator, reported that this is for approximately 840 acres located east of the prison and west of CR 49. The Metropolitan Districts are to approve and develop the property that was annexed in 2009.

MaryAnn McGeady, from McGeady Sisneros, representing the Shaklee Centre Metropolitan Districts No. 1 through 6, presented a power point presentation explaining that the development project is a mixed-use development of approximately 840 acres. The purpose of the metropolitan districts is to finance and construct public improvements necessary to serve property within the development.

Ms. McGeady, agreed to amend to the six service plans to limit the total aggregate debt of the six districts to \$325,000,000.

No public comment.

Mayor Patch closed the Public Hearing at 6:42 pm.

**3) GENERAL BUSINESS**

- a. Ordinance No. 15-13, Second Reading, United Power franchise renewal

Trustee Hargis made a motion, seconded by Trustee Cole to continue Ordinance No. 15-13, Second Reading, United Power franchise renewal until December 2, 2015.

The vote was as follows:

Aye: Trustees Hargis, Cole, Davis, Chavez, Hamilton, Stell and Mayor Patch

Nay – None

Mayor Patch declared the motion carried.

- b. Resolution 15-40, Enacting a Supplemental Budget and Appropriation for the 2015 Budget of the Town of Hudson

Joe Racine, Town Administrator, reported that in 2015 there were two unanticipated projects that caused the actual expenses in the Paving Sales Tax Fund, to exceed the budgeted expense. These projects were the improvements on CR 41, south of CR 8, and the overlay on the Town's portion of CR 49. Resolution 15-40 increases the appropriation by \$225,000, to the new total of \$804,731.

Trustee Cole made a motion, seconded by Trustee Stell to approve Resolution 15-40, Enacting a Supplemental Budget and Appropriation for the 2015 Budget of the Town of Hudson.

The vote was as follows:

Aye: Trustees Cole, Stell, Chavez, Hargis, Hamilton, Davis and Mayor Patch

Nay – None

Mayor Patch declared the motion carried.

- c. Resolution 15-30, A Resolution adopting the 2016 Budget for the Town of Hudson, Colorado, and appropriating monies for implementation of budget for the calendar year beginning on the first day of January, 2016, and ending on the last day of December, 2016.

Trustee Hargis made a motion, seconded by Trustee Cole to approve Resolution 15-30, A Resolution adopting the 2016 Budget for the Town of Hudson, Colorado, and appropriating monies for implementation of budget for the calendar year beginning on the first day of January 2016, and ending on the last day of December 2016.

The vote was as follows:

Aye: Trustees Hargis, Cole, Davis, Stell, Hamilton, Chavez and Mayor Patch

Nay - None

Mayor Patch declared the motion carried.

- d. Resolution 15-31, A Resolution levying general property taxes for the year 2015, to help defray the costs of government for the Town of Hudson, Colorado, for the 2016 Budget year.

Trustee Hamilton made a motion, seconded by Trustee Davis to approve Resolution 15-31, A Resolution levying general property taxes for the year 2015, to help defray the costs of government for the Town of Hudson, Colorado, for the 2016 Budget year.

The vote was as follows:

Aye: Trustees Hamilton, Davis, Stell, Cole, Chavez, Hargis and Mayor Patch

Nay - None

Mayor Patch declared the motion carried.

- e. Ordinance No. 15-15, First Reading, An Ordinance approving the conveyance of Town-owned property known as Lots 17 through 20, Block 1, Hudson Heights addition, plus the adjoining vacated north fifteen feet of Fifth Avenue.

Joe Racine, Town Administrator, reported that with the construction of the new public works maintenance facility, the Town has no need for the site for the old shop building at 5<sup>th</sup> Ave and Cherry St. The property is about 1/3 acre, enough for two houses.

Trustee Hargis made a motion, seconded by Trustee Cole to approve Ordinance No. 15-15, First Reading, An Ordinance approving the conveyance of Town-owned property known as Lots 17 through 20, Block 1, Hudson Heights addition, plus the adjoining vacated north fifteen feet of Fifth Avenue.

The vote was as follows:

Aye: Trustees Hargis, Cole, Hamilton, Stell, Chavez, Davis and Mayor Patch

Nay - None

Mayor Patch declared the motion carried.

- f. Resolution 15-32, Approving the service plan for Shaklee Centre Metropolitan District No. 1
- g. Resolution 15-33, Approving the service plan for Shaklee Centre Metropolitan District No. 2
- h. Resolution 15-34, Approving the service plan for Shaklee Centre Metropolitan District No. 3
- i. Resolution 15-35, Approving the service plan for Shaklee Centre Metropolitan District No. 4
- j. Resolution 15-36, Approving the service plan for Shaklee Centre Metropolitan District No. 5
- k. Resolution 15-37, Approving the service plan for Shaklee Centre Metropolitan District No. 6

Trustee Hargis made a motion seconded by Trustee Cole to approve Resolution 15-32 through 15-37 with the amendment to the six service plans to limit the total aggregate debt of the six districts to \$325,000,000.

The vote was as follows:

Aye: Trustees Hargis, Cole, Stell, Hamilton, Davis, Chavez, and Mayor Patch

Nay - None

Mayor Patch declared the motion carried.

- l. Memorandum of Understanding and Contribution Agreement, Kerr McGee Oil & Gas Onshore LP

Joe Racine, Town Administrator, reported that on October 21, 2015 the Board of Trustees granted two use by special review (USR) permits to Kerr McGee for two well pads on the Shaklee property. Kerr McGee has been working with their consultant, Felsburg, Holt and Ulevig, to revise and complete a traffic management plan. The proposal is for approval of a Memorandum of Understanding for use of Town streets and traffic congestion resulting from wells inside and outside of town, and a Contribution Agreement. Kerr McGee will pay the Town \$195,000, which reflects a proportionate share of the cost to repair Town Roads potentially caused in connection with the operation of the wells.

Susan Aldridge, Legal Counsel representing Anadarko, was present and reported that they are prepared to execute both agreements.

Trustee Cole made a motion, seconded by Trustee Chavez to approve the Memorandum of Understanding and Contribution Agreement with Kerr McGee Oil & Gas Onshore LP.

The vote was as follows:

Aye: Trustees Cole, Chavez, Davis, Stell, Hamilton, Hargis and Mayor Patch

Nay - None

Mayor Patch declared the motion carried.

m. Town Marshal Policies and Procedures

Joe Racine, Town Administrator, reported that the Town Marshal Policies and Procedures are available and are being reviewed.

- n. Ordinance 15-16, First Reading, An Ordinance repealing and reenacting Section 2-11 of the Hudson Municipal Code regarding deadlines for affidavits for write in candidates and cancellation of elections.

Linnette Barker, Town Clerk, reported that this amends the Municipal Code to bring in line with the updated statutes.

Trustee Hargis made a motion, seconded by Trustee Cole to approve Ordinance 15-16, First Reading, An Ordinance repealing and reenacting Section 2-11 of the Hudson Municipal Code regarding deadlines for affidavits for write in candidates and cancellation of elections.

The vote was as follows:

Aye: Trustees Hargis, Cole, Hamilton, Stell, Chavez, Davis and Mayor Patch

Nay - None

Mayor Patch declared the motion carried.

- o. Resolution 15-38, A Resolution declaring the Town's intent to conduct the April 5, 2016 Regular Municipal Election as a Mail Ballot Election

Trustee Hargis made a motion, seconded by Trustee Cole to approve Resolution 15-38, A Resolution declaring the Town's intent to conduct the April 5, 2016 Regular Municipal Election as a Mail Ballot Election.

The vote was as follows:

Aye: Trustees Hargis, Cole, Stell, Hamilton, Davis, Chavez and Mayor Patch

Nay - None

Mayor Patch declared the motion carried.

- p. Resolution 15-39, A Resolution authorizing the Town Clerk to appoint Election Judges for the Town's April 5, 2016, Regular Municipal Election

Trustee Hargis made a motion, seconded by Trustee Cole to approve Resolution 15-39, A Resolution authorizing the Town Clerk to appoint Election Judges for the Town's April 5, 2016, Regular Municipal Election.

The vote was as follows:

Aye: Trustees Hargis, Cole, Stell, Hamilton, Davis, Chavez and Mayor Patch

Nay - None

Mayor Patch declared the motion carried.

### 3) STAFF REPORTS

Joe Racine, Town Administrator, reported the property sale of Lot 7A to BNSF closed yesterday. Payment of \$249,134.00 was received and is distributed to the Wastewater Fund.

Joe Racine, Town Administrator, reported that Billie Stam, Recreation Director/Events Coordinator and Tim Camarillo, Intern, started work this week. Mr. Camarillo will work one day a week until January 1, 2016 then will work full-time.

Joe Racine, Town Administrator, reported that the phone system in the Town Hall had to be replaced; the replacement is a digital phone system that can be moved to a new facility.

Dan Hamsmith, Economic Development Director, reported that this Friday, December 4, 2015 is the Town Hall Lighting event.

Mayor Patch, asked Ron Allen, Public Works Director, to convey to the Public Works staff that over Thanksgiving they did a great job snow plowing.

### ADJOURNMENT

The meeting adjourned at approximately 7:30 p.m.

TOWN OF HUDSON, COLORADO

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Mayor

ATTEST

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Town Clerk

Report Criteria:  
 Report type: GL detail  
 Check.Type = {<->} "Adjustment"

| Check Issue Date | Check Number | Vendor Number | Payee                            | Invoice Number | Description  | Invoice GL Account | Check Amount |
|------------------|--------------|---------------|----------------------------------|----------------|--|--------------------|--------------|
| 12/22/2015       | 51164        | 1151          | RH Water & Wastewater LLC        | 137            | Wastewater Contract Ops  | 75-68-6633         | 125.00- V    |
| 12/22/2015       | 51164        | 1151          | RH Water & Wastewater LLC        | 137            | Water Contract Ops   | 70-68-6633         | 125.00- V    |
| Total 51164:     |              |               |                                  |                |  |                    | 250.00-      |
| 12/23/2015       | 51197        | 877           | Great Panes Glassworks/Profit Re | 15460          | Memorial Brick Pavers  | 10-69-6633         | 129.50- V    |
| Total 51197:     |              |               |                                  |                |  |                    | 129.50-      |
| 12/03/2015       | 51209        | 27            | United States Postal Service     | 120315         | Utility Billing Postage  | 75-64-6722         | 71.40        |
| 12/03/2015       | 51209        | 27            | United States Postal Service     | 120315         | Utility Billing Postage  | 70-64-6722         | 71.40        |
| Total 51209:     |              |               |                                  |                |  |                    | 142.80       |
| 12/11/2015       | 51213        | 240           | Weld County Clerk & Recorder     | 121115         | Recording - Annexation Plats, Ordinances and Annexation Agreement - Land | 10-64-6620         | 21.75 M      |
| Total 51213:     |              |               |                                  |                |  |                    | 21.75        |
| 12/15/2015       | 51214        | 27            | United States Postal Service     | 121515         | Newletter Postage  | 10-69-6620         | 187.00       |
| Total 51214:     |              |               |                                  |                |  |                    | 187.00       |
| 12/16/2015       | 51215        | 52            | Cardmember Service               | 112315-0838    | Town Hall Lighting, Town Christmas Party                                 | 10-69-6730         | 406.79       |
| 12/16/2015       | 51215        | 52            | Cardmember Service               | 112315-0838    | Postage  | 10-64-6722         | 2.30         |
| Total 51215:     |              |               |                                  |                |  |                    | 409.09       |
| 12/16/2015       | 51216        | 950           | Lowe's                           | 120115-9900    | WWTP Tools   | 75-68-6735         | 70.71        |
| 12/16/2015       | 51216        | 950           | Lowe's                           | 120115-9900    | Tools for Trucks   | 70-68-6735         | 88.81        |
| 12/16/2015       | 51216        | 950           | Lowe's                           | 120115-9900    | Tools for Trucks   | 75-68-6735         | 88.81        |
| 12/16/2015       | 51216        | 950           | Lowe's                           | 120115-9900    | WWTP Shop Supplies   | 75-68-6710         | 85.06        |
| 12/16/2015       | 51216        | 950           | Lowe's                           | 120115-9900    | Supplies   | 75-68-6710         | 82.49        |
| 12/16/2015       | 51216        | 950           | Lowe's                           | 120115-9900    | Lights for Town Hall Lighting  | 10-69-6730         | 158.59       |
| 12/16/2015       | 51216        | 950           | Lowe's                           | 120115-9900    | Alarm System Batteries   | 10-69-6710         | 17.08        |
| Total 51216:     |              |               |                                  |                |  |                    | 591.55       |
| 12/18/2015       | 51217        | 1186          | Pinnacle Bank                    | 120115-4035    | Employee Benefits Meeting & CMCA Conference                              | 10-64-6212         | 55.55        |
| 12/18/2015       | 51217        | 1186          | Pinnacle Bank                    | 120115-4035    | Interview for Rec Director Positions                                     | 10-69-6212         | 42.08        |
| 12/18/2015       | 51217        | 1186          | Pinnacle Bank                    | 120115-4035    | Laptop for New Rec Director  | 10-69-7732         | 348.48       |
| 12/18/2015       | 51217        | 1186          | Pinnacle Bank                    | 120115-4035    | Laptop for New Rec Director  | 10-69-7733         | 196.48       |
| Total 51217:     |              |               |                                  |                |  |                    | 642.59       |
| 12/18/2015       | 51218        | 1187          | Pinnacle Bank - 2                | 120115-4076    | Comp Plan Update Meetings  | 10-65-7103         | 75.67        |
| 12/18/2015       | 51218        | 1187          | Pinnacle Bank - 2                | 120115-4076    | Veteran's Day Comm. and Town Hall Lighting                               | 10-69-6730         | 184.90       |
| Total 51218:     |              |               |                                  |                |  |                    | 260.57       |

| Check Issue Date | Check Number | Vendor Number | Payee                    | Invoice Number | Description  | Invoice GL Account | Check Amount |
|------------------|--------------|---------------|--------------------------|----------------|--|--------------------|--------------|
| 12/18/2015       | 51219        | 1189          | Pinnacle Bank - 4        | 120115-4043    | Envelopes with Postage                             | 10-64-6710         | 885.45       |
| 12/18/2015       | 51219        | 1189          | Pinnacle Bank - 4        | 120115-4043    | Postage  | 10-64-6722         | 1.42         |
| 12/18/2015       | 51219        | 1189          | Pinnacle Bank - 4        | 120115-4043    | Town Christmas Party                               | 10-69-6730         | 85.55        |
| Total 51219:     |              |               |                          |                |  |                    | 972.42       |
| 12/18/2015       | 51220        | 1190          | Pinnacle Bank - 5        | 120115-4068    | Meetings   | 10-68-6212         | 56.54        |
| Total 51220:     |              |               |                          |                |  |                    | 56.54        |
| 12/18/2015       | 51221        | 1195          | Pinnacle Bank - 6        | 120115-4027    | Meetings - Annual Review, PS Meeting, Comp Plan    | 10-64-6212         | 187.39       |
| 12/18/2015       | 51221        | 1195          | Pinnacle Bank - 6        | 120115-4027    | Coffee Pot   | 10-64-6415         | 31.32        |
| Total 51221:     |              |               |                          |                |  |                    | 218.71       |
| 12/18/2015       | 51222        | 1266          | Pinnacle Bank - 7        | 120115-3473    | Equipment  | 10-66-7734         | 52.87        |
| 12/18/2015       | 51222        | 1266          | Pinnacle Bank - 7        | 120115-3473    | Subscription                                       | 10-66-6211         | 20.90        |
| Total 51222:     |              |               |                          |                |  |                    | 73.77        |
| 12/22/2015       | 51225        | 1103          | Ablao Law LLC            | 662            | Judicial Services - December 2015 Court            | 10-62-6633         | 300.00       |
| Total 51225:     |              |               |                          |                |  |                    | 300.00       |
| 12/22/2015       | 51226        | 4             | Andersen's Star Market   | 120115         | Comp Plan Open House/Economic Dev.                 | 10-65-7103         | 33.95        |
| 12/22/2015       | 51226        | 4             | Andersen's Star Market   | 120115         | Vaseline for Meter                                 | 70-68-6710         | 1.75         |
| 12/22/2015       | 51226        | 4             | Andersen's Star Market   | 120115         | Lab Supplies                                       | 75-68-6710         | 20.69        |
| Total 51226:     |              |               |                          |                |  |                    | 56.39        |
| 12/22/2015       | 51227        | 1154          | A-One Chipseal           | 6911           | Patching on CR 49 Pre Overlay                      | 23-71-7714         | 6,376.95     |
| Total 51227:     |              |               |                          |                |  |                    | 6,376.95     |
| 12/22/2015       | 51228        | 886           | At Your Service Electric | 15416          | WW Pump Check                                      | 75-68-6710         | 130.00       |
| Total 51228:     |              |               |                          |                |  |                    | 130.00       |
| 12/22/2015       | 51229        | 45            | AT&T                     | 120415-0202    | Long Distance Service                              | 10-64-6410         | 176.11       |
| 12/22/2015       | 51229        | 45            | AT&T                     | 120415-0202    | Long Distance Service                              | 10-68-6410         | 88.05        |
| 12/22/2015       | 51229        | 45            | AT&T                     | 120415-0202    | Long Distance Service                              | 70-64-6410         | 88.05        |
| 12/22/2015       | 51229        | 45            | AT&T                     | 120415-0202    | Long Distance Service                              | 70-68-6410         | 88.05        |
| Total 51229:     |              |               |                          |                |  |                    | 440.26       |
| 12/22/2015       | 51230        | 2             | Atmos Energy             | 121015-3014    | Natural Gas Utility - 557 Ash Street               | 10-64-6412         | 51.84        |
| 12/22/2015       | 51230        | 2             | Atmos Energy             | 121015-3014    | Natural Gas Utility - 557 Ash Street               | 70-64-6412         | 51.83        |
| 12/22/2015       | 51230        | 2             | Atmos Energy             | 121015-3014    | Natural Gas Utility - 509 Cherry Street            | 10-68-6412         | 31.77        |
| Total 51230:     |              |               |                          |                |  |                    | 135.44       |
| 12/22/2015       | 51231        | 1285          | Billie Stam              | 121015         | Mileage for Town Hall Lighting and Christmas Party | 10-69-6213         | 64.30        |

| Check Issue Date | Check Number | Vendor Number | Payee                              | Invoice Number | Description                                     | Invoice GL Account | Check Amount |
|------------------|--------------|---------------|------------------------------------|----------------|---|--------------------|--------------|
| Total 51231:     |              |               |                                    |                |   |                    | 64.30        |
| 12/22/2015       | 51232        | 1216          | Blue Tarp Financial Inc.           | 1612380551     | Pressure Washer                                 | 70-68-6710         | 212.47       |
| Total 51232:     |              |               |                                    |                |   |                    | 212.47       |
| 12/22/2015       | 51233        | 683           | Bratton's Office Equipment Inc.    | 013048         | Canon IRC Contract and Meter Charge             | 10-64-6633         | 213.96       |
| Total 51233:     |              |               |                                    |                |   |                    | 213.96       |
| 12/22/2015       | 51234        | 386           | Brighton Lock & Key Service        | 37514          | New Locks and Keys for Facilities               | 10-68-6710         | 811.00       |
| Total 51234:     |              |               |                                    |                |   |                    | 811.00       |
| 12/22/2015       | 51235        | 46            | CarQuest Auto Parts Stores         | 2057-376071    | Repair Tail Light                               | 10-68-6633         | 62.98        |
| 12/22/2015       | 51235        | 46            | CarQuest Auto Parts Stores         | 2057-377358    | Wiper for Gator                                 | 10-69-6633         | 10.99        |
| Total 51235:     |              |               |                                    |                |   |                    | 73.97        |
| 12/22/2015       | 51236        | 1041          | Caselle Inc.                       | 69785          | Contract Support and Maintenance - January 2016 | 10-64-6740         | 262.50       |
| 12/22/2015       | 51236        | 1041          | Caselle Inc.                       | 69785          | Contract Support and Maintenance - January 2016 | 70-64-7733         | 131.25       |
| 12/22/2015       | 51236        | 1041          | Caselle Inc.                       | 69785          | Contract Support and Maintenance - January 2016 | 75-64-7733         | 131.25       |
| Total 51236:     |              |               |                                    |                |   |                    | 525.00       |
| 12/22/2015       | 51237        | 30            | Century Link                       | 303-536-475    | Fax Line  | 10-64-6410         | 64.38        |
| 12/22/2015       | 51237        | 30            | Century Link                       | 303-536-931    | Telephone Service - 303-536-9311                | 10-64-6410         | 100.72       |
| 12/22/2015       | 51237        | 30            | Century Link                       | 303-536-931    | Telephone Service - 303-536-9311                | 70-64-6410         | 100.72       |
| Total 51237:     |              |               |                                    |                |   |                    | 265.82       |
| 12/22/2015       | 51238        | 1284          | Clear Water Solutions              | 4732           | Project 15-180 - Water Engineering Services     | 70-64-6640         | 1,193.16     |
| Total 51238:     |              |               |                                    |                |   |                    | 1,193.16     |
| 12/22/2015       | 51239        | 36            | Colorado Analytical Laboratories I | 151117035      | Wastewater Samples                              | 75-68-6633         | 111.60       |
| 12/22/2015       | 51239        | 36            | Colorado Analytical Laboratories I | 151124084      | Wastewater Samples                              | 75-68-6633         | 111.60       |
| 12/22/2015       | 51239        | 36            | Colorado Analytical Laboratories I | 151201059      | Wastewater Samples                              | 75-68-6633         | 209.70       |
| 12/22/2015       | 51239        | 36            | Colorado Analytical Laboratories I | 151201060      | Water Samples                                   | 70-68-6633         | 39.40        |
| Total 51239:     |              |               |                                    |                |   |                    | 472.30       |
| 12/22/2015       | 51240        | 1037          | Colorado Health Medical Group      | 120115         | Consortium Membership Fee                       | 10-68-6415         | 315.00       |
| 12/22/2015       | 51240        | 1037          | Colorado Health Medical Group      | 257794         | DOT Physical - Kelly Dewey                      | 10-68-6415         | 75.00        |
| Total 51240:     |              |               |                                    |                |   |                    | 390.00       |
| 12/22/2015       | 51241        | 1231          | Contractors Equipment Center       | 1042428-001    | Roller for CR 41                                | 10-68-6633         | 632.53       |
| Total 51241:     |              |               |                                    |                |   |                    | 632.53       |
| 12/22/2015       | 51242        | 37            | Coren Printing Inc.                | 18726          | Cards and Envelopes                             | 10-64-6720         | 148.00       |

| Check Issue Date | Check Number | Vendor Number | Payee                           | Invoice Number | Description                                   | Invoice GL Account | Check Amount |
|------------------|--------------|---------------|---------------------------------|----------------|---|--------------------|--------------|
| Total 51242:     |              |               |                                 |                |   |                    | 148.00       |
| 12/22/2015       | 51243        | 788           | Corey Hamsmith                  | 120715         | Santa for Town Hall Lighting                  | 10-69-6730         | 100.00       |
| Total 51243:     |              |               |                                 |                |   |                    | 100.00       |
| 12/22/2015       | 51244        | 212           | Dana Kepner Company Inc.        | 1418978-00     | Water Repair Parts                            | 70-68-6710         | 673.16       |
| Total 51244:     |              |               |                                 |                |   |                    | 673.16       |
| 12/22/2015       | 51245        | 33            | DPC Industries Inc.             | 737005191-1    | WW Chemicals                                  | 75-68-6710         | 475.80       |
| 12/22/2015       | 51245        | 33            | DPC Industries Inc.             | 737005299-1    | Water Chemicals                               | 70-68-6710         | 147.80       |
| Total 51245:     |              |               |                                 |                |   |                    | 623.60       |
| 12/22/2015       | 51246        | 972           | Energy Managment Corp.          | 65417          | Well Calibration                              | 70-68-6710         | 550.00       |
| Total 51246:     |              |               |                                 |                |   |                    | 550.00       |
| 12/22/2015       | 51247        | 1194          | Envirotech Services Inc.        | CD20160049     | Balance CR 41 & CR 8 Project                  | 23-71-7710         | 115.44       |
| 12/22/2015       | 51247        | 1194          | Envirotech Services Inc.        | CD20160172     | Ice Slicer                                    | 10-68-6710         | 2,685.60     |
| 12/22/2015       | 51247        | 1194          | Envirotech Services Inc.        | CD20160172     | Ice Slicer                                    | 10-68-6710         | 2,494.53     |
| 12/22/2015       | 51247        | 1194          | Envirotech Services Inc.        | CD20160296     | Ice Slicer                                    | 10-68-6710         | 2,552.91     |
| 12/22/2015       | 51247        | 1194          | Envirotech Services Inc.        | CD20160296     | Ice Slicer                                    | 10-68-6710         | 2,594.31     |
| Total 51247:     |              |               |                                 |                |   |                    | 10,442.79    |
| 12/22/2015       | 51248        | 57            | Front Range Internet            | 1405487        | Website Hosting & Maintenance                 | 10-64-6415         | 122.90       |
| Total 51248:     |              |               |                                 |                |   |                    | 122.90       |
| 12/22/2015       | 51249        | 1265          | Galls LLC                       | 004382429      | Flares  | 10-66-7734         | 117.33       |
| 12/22/2015       | 51249        | 1265          | Galls LLC                       | 004389051      | J5 Series Name Bar                            | 10-66-7734         | 12.23        |
| 12/22/2015       | 51249        | 1265          | Galls LLC                       | 004424613      | Equipment                                     | 10-66-7734         | 44.76        |
| 12/22/2015       | 51249        | 1265          | Galls LLC                       | 004435470      | Decals for Marshal Vehicles                   | 10-66-7734         | 634.24       |
| 12/22/2015       | 51249        | 1265          | Galls LLC                       | 004447658      | Letter Custom Collar Brass                    | 10-66-7734         | 40.79        |
| 12/22/2015       | 51249        | 1265          | Galls LLC                       | 004460416      | Police Equipment                              | 10-66-7734         | 20.80        |
| Total 51249:     |              |               |                                 |                |   |                    | 870.15       |
| 12/22/2015       | 51250        | 396           | Gator Rubbish                   | 310266         | Trash Service - Lagoon Sewer                  | 75-68-6633         | 100.00       |
| 12/22/2015       | 51250        | 396           | Gator Rubbish                   | 310708         | Trash Service - 258 Fifth Avenue              | 10-68-6633         | 48.00        |
| 12/22/2015       | 51250        | 396           | Gator Rubbish                   | 310742         | Trash Service - 509 Cherry Street             | 10-68-6633         | 48.00        |
| 12/22/2015       | 51250        | 396           | Gator Rubbish                   | 312532         | Trash Service - 557 Ash Street                | 10-64-6633         | 38.00        |
| 12/22/2015       | 51250        | 396           | Gator Rubbish                   | 312532         | Portable Toilet                               | 10-69-6633         | 205.00       |
| 12/22/2015       | 51250        | 396           | Gator Rubbish                   | 6607-004       | Trash Service - WW Treatment Plant            | 75-68-6633         | 48.00        |
| Total 51250:     |              |               |                                 |                |   |                    | 487.00       |
| 12/22/2015       | 51251        | 9             | Hector J. Brignoni MD           | 110915         | Pre Employment Physical                       | 10-64-6415         | 235.00       |
| 12/22/2015       | 51251        | 9             | Hector J. Brignoni MD           | 112515         | Pre Employment Physical                       | 10-69-6415         | 215.00       |
| Total 51251:     |              |               |                                 |                |   |                    | 450.00       |
| 12/22/2015       | 51252        | 22            | Hoffmann Parker Wilson & Carber | 113015-4080    | Legal Services - Home Rule Charter Commission | 10-64-6630         | 3,003.00     |

| Check Issue Date | Check Number | Vendor Number | Payee                             | Invoice Number | Description  | Invoice GL Account | Check Amount |
|------------------|--------------|---------------|-----------------------------------|----------------|--|--------------------|--------------|
| Total 51252:     |              |               |                                   |                |  |                    | 3,003.00     |
| 12/22/2015       | 51253        | 1249          | Hydro Resources                   | IN001751       | Fort Lupton Vault Parts                              | 70-68-6710         | 199.00       |
| Total 51253:     |              |               |                                   |                |  |                    | 199.00       |
| 12/22/2015       | 51254        | 317           | International City/County Manage  | 121515-2149    | Membership Renewal                                   | 10-64-6211         | 744.52       |
| Total 51254:     |              |               |                                   |                |  |                    | 744.52       |
| 12/22/2015       | 51255        | 1047          | JE-CO Equipment                   | W 1-1197       | Repair Mack Sander                                   | 10-68-6633         | 238.29       |
| 12/22/2015       | 51255        | 1047          | JE-CO Equipment                   | W1-1189        | Freightliner Repairs                                 | 10-68-6633         | 401.22       |
| Total 51255:     |              |               |                                   |                |  |                    | 639.51       |
| 12/22/2015       | 51256        | 1105          | Keene Auto Supply Inc.            | 346831         | Hitch for Truck                                      | 10-68-7736         | 49.98        |
| 12/22/2015       | 51256        | 1105          | Keene Auto Supply Inc.            | 348450         | Wipers   | 75-68-6710         | 32.98        |
| Total 51256:     |              |               |                                   |                |  |                    | 82.96        |
| 12/22/2015       | 51257        | 840           | Ketterling Butherus & Norton Engi | 1131-001/00    | Engineering - Town                                   | 10-64-6640         | 301.10       |
| 12/22/2015       | 51257        | 840           | Ketterling Butherus & Norton Engi | 1131-001/00    | Engineering - Library Beech Street                   | 23-71-6640         | 138.00       |
| 12/22/2015       | 51257        | 840           | Ketterling Butherus & Norton Engi | 1131-001/00    | Engineering - Water                                  | 70-64-6640         | 347.75       |
| 12/22/2015       | 51257        | 840           | Ketterling Butherus & Norton Engi | 1131-001/00    | Engineering - Anadarko Shaklee                       | 10-64-6636         | 46.50        |
| 12/22/2015       | 51257        | 840           | Ketterling Butherus & Norton Engi | 1131-001/00    | Engineering - Love's Hotel                           | 10-64-6636         | 138.75       |
| 12/22/2015       | 51257        | 840           | Ketterling Butherus & Norton Engi | 1131-001/00    | Engineering - Hudson Hills                           | 10-64-6636         | 23.25        |
| 12/22/2015       | 51257        | 840           | Ketterling Butherus & Norton Engi | 1131-001/00    | Engineering - Beet Farm                              | 10-64-6636         | 138.75       |
| 12/22/2015       | 51257        | 840           | Ketterling Butherus & Norton Engi | 1131-001/00    | Engineering - FEHR                                   | 10-64-6636         | 360.73       |
| 12/22/2015       | 51257        | 840           | Ketterling Butherus & Norton Engi | 1131-002/00    | 1131-002 Hudson Water System Model                   | 70-71-6640         | 7,000.00     |
| Total 51257:     |              |               |                                   |                |  |                    | 8,494.83     |
| 12/22/2015       | 51258        | 492           | Linnette Barker                   | 122115         | Cell Phone - December 2015                           | 10-64-6410         | 25.00        |
| 12/22/2015       | 51258        | 492           | Linnette Barker                   | 122115         | Mileage - Clerk & Recorder                           | 10-64-6213         | 20.13        |
| Total 51258:     |              |               |                                   |                |  |                    | 45.13        |
| 12/22/2015       | 51259        | 853           | Love's Travel Stops & County Stor | 636990436      | Fuel - PW Department                                 | 10-68-6416         | 1,087.36     |
| 12/22/2015       | 51259        | 853           | Love's Travel Stops & County Stor | 636990436      | Fuel - Code Enforcement                              | 10-66-6416         | 110.49       |
| 12/22/2015       | 51259        | 853           | Love's Travel Stops & County Stor | 636990436      | Fuel - Water Department                              | 70-68-6416         | 271.86       |
| 12/22/2015       | 51259        | 853           | Love's Travel Stops & County Stor | 636990436      | Fuel - WW Department                                 | 75-68-6416         | 114.18       |
| Total 51259:     |              |               |                                   |                |  |                    | 1,583.89     |
| 12/22/2015       | 51260        | 84            | Mountain States Pipe & Supply     | 341231-00      | Meter Parts  | 70-68-6710         | 1,054.38     |
| 12/22/2015       | 51260        | 84            | Mountain States Pipe & Supply     | 345057-00      | Meter Parts  | 70-68-6710         | 1,435.70     |
| Total 51260:     |              |               |                                   |                |  |                    | 2,490.08     |
| 12/22/2015       | 51261        | 1286          | Municode                          | 00263395       | Codification   | 10-64-6633         | 1,346.14     |
| Total 51261:     |              |               |                                   |                |  |                    | 1,346.14     |
| 12/22/2015       | 51262        | 6             | Office Depot                      | 1869264915     | Cable for Phone and Computer Lines to Office Trailer | 10-64-6710         | 138.96       |

| Check Issue Date | Check Number | Vendor Number | Payee                             | Invoice Number | Description                               | Invoice GL Account | Check Amount |
|------------------|--------------|---------------|-----------------------------------|----------------|---|--------------------|--------------|
| Total 51262:     |              |               |                                   |                |   |                    | 138.96       |
| 12/22/2015       | 51263        | 185           | Pepper Pod Restaurant             | 121515         | Town Christmas Dinner                     | 10-69-6730         | 2,517.00     |
| Total 51263:     |              |               |                                   |                |   |                    | 2,517.00     |
| 12/22/2015       | 51264        | 1             | Petty Cash                        | 121015         | Postage                                   | 10-64-6722         | 13.40        |
| 12/22/2015       | 51264        | 1             | Petty Cash                        | 121015         | DMV                                       | 10-68-6415         | 21.96        |
| Total 51264:     |              |               |                                   |                |   |                    | 35.36        |
| 12/22/2015       | 51265        | 466           | Professional Management Solutio   | 84014          | Financial Consulting - November 2015      | 10-64-6632         | 262.50       |
| Total 51265:     |              |               |                                   |                |   |                    | 262.50       |
| 12/22/2015       | 51266        | 509           | Quill Corporation                 | 1038908        | Operating Supplies                        | 10-64-6710         | 51.17        |
| 12/22/2015       | 51266        | 509           | Quill Corporation                 | 1038908        | Office Supplies                           | 10-64-6720         | 341.91       |
| 12/22/2015       | 51266        | 509           | Quill Corporation                 | 1095418        | Office Supplies                           | 10-69-6720         | 6.49         |
| 12/22/2015       | 51266        | 509           | Quill Corporation                 | 1109861        | Candy for Meetings                        | 10-64-6710         | 20.13        |
| 12/22/2015       | 51266        | 509           | Quill Corporation                 | 1132782        | Office Supplies                           | 10-69-6720         | 44.14        |
| 12/22/2015       | 51266        | 509           | Quill Corporation                 | 1243846        | Paper                                     | 10-64-6720         | 67.75        |
| 12/22/2015       | 51266        | 509           | Quill Corporation                 | 1317587        | Office Supplies                           | 10-69-6720         | 45.97        |
| 12/22/2015       | 51266        | 509           | Quill Corporation                 | 1335304        | Cork Bulletin Board                       | 10-69-6720         | 44.99        |
| 12/22/2015       | 51266        | 509           | Quill Corporation                 | 1339586        | Iphone Case                               | 10-69-6710         | 8.99         |
| Total 51266:     |              |               |                                   |                |   |                    | 631.54       |
| 12/22/2015       | 51267        | 1151          | RH Water & Wastewater LLC         | 146            | Wastewater Contract Ops                   | 75-68-6633         | 125.00       |
| 12/22/2015       | 51267        | 1151          | RH Water & Wastewater LLC         | 146            | Water Contract Ops                        | 70-68-6633         | 125.00       |
| Total 51267:     |              |               |                                   |                |   |                    | 250.00       |
| 12/22/2015       | 51268        | 1205          | RLH engineering inc.              | 15075-01       | Asbestos Inspection on Old PW Shop        | 10-68-6633         | 1,113.55     |
| Total 51268:     |              |               |                                   |                |   |                    | 1,113.55     |
| 12/22/2015       | 51269        | 49            | SAFEbuilt Inc                     | 0022813-IN     | Building Permits and Plan Review Services | 10-65-6642         | 1,890.65     |
| Total 51269:     |              |               |                                   |                |   |                    | 1,890.65     |
| 12/22/2015       | 51270        | 811           | Safety and Construction Supply In | 0029202-IN     | Safety Jackets                            | 10-68-6710         | 76.00        |
| Total 51270:     |              |               |                                   |                |   |                    | 76.00        |
| 12/22/2015       | 51271        | 484           | Satellite Shelters Inc.           | R1410996       | Relocate Office Trailer to Town Hall      | 10-64-6415         | 580.00       |
| Total 51271:     |              |               |                                   |                |   |                    | 580.00       |
| 12/22/2015       | 51272        | 1267          | SBrand Consulting LLC             | SB-HUDSON      | Comp Plan Update                          | 10-65-6633         | 2,400.00     |
| Total 51272:     |              |               |                                   |                |   |                    | 2,400.00     |
| 12/22/2015       | 51273        | 1152          | Talk Shop Inc.                    | 19360          | New Phone System                          | 10-64-7730         | 4,009.04     |

| Check Issue Date | Check Number | Vendor Number | Payee                                | Invoice Number | Description                          | Invoice GL Account | Check Amount |
|------------------|--------------|---------------|--------------------------------------|----------------|--------------------------------------|--------------------|--------------|
| Total 51273:     |              |               |                                      |                |                                      |                    | 4,009.04     |
| 12/22/2015       | 51274        | 285           | Town of Hudson                       | 120115-1006    | Water & Sewer - 509 Cherry Street    | 10-68-6418         | 42.20        |
| 12/22/2015       | 51274        | 285           | Town of Hudson                       | 120115-2018    | Water & Sewer - 557 Ash Street       | 10-64-6418         | 53.25        |
| 12/22/2015       | 51274        | 285           | Town of Hudson                       | 120115-3043    | Water & Sewer - 258 5th Avenue       | 10-68-6418         | 59.74        |
| 12/22/2015       | 51274        | 285           | Town of Hudson                       | 120115-4061    | Water & Sewer - 1175 6th Avenue      | 70-68-6418         | 5,780.26     |
| 12/22/2015       | 51274        | 285           | Town of Hudson                       | 120115-4062    | Water - 650 Cherry Street            | 10-69-6418         | 998.74       |
| 12/22/2015       | 51274        | 285           | Town of Hudson                       | 120115-4066    | Water - Cementary                    | 10-68-6418         | 15.16        |
| 12/22/2015       | 51274        | 285           | Town of Hudson                       | 121515         | Christmas Lighting Winners           | 10-69-6730         | 80.00        |
| Total 51274:     |              |               |                                      |                |                                      |                    | 7,029.35     |
| 12/22/2015       | 51275        | 131           | Tribune The                          | 113015-1247    | Yearly Subscription                  | 10-64-6710         | 41.60        |
| 12/22/2015       | 51275        | 131           | Tribune The                          | 4422887        | Publishing - Ordinance 15-14         | 10-64-6620         | 43.56        |
| 12/22/2015       | 51275        | 131           | Tribune The                          | 4422888        | NCS - Asphalt Specialities           | 10-64-6620         | 57.46        |
| 12/22/2015       | 51275        | 131           | Tribune The                          | 4444113        | Publishing - Ordinance 15-13 - Final | 10-64-6620         | 42.66        |
| 12/22/2015       | 51275        | 131           | Tribune The                          | 4444114        | Publishing - Ordinance 15-16         | 10-64-6620         | 64.36        |
| 12/22/2015       | 51275        | 131           | Tribune The                          | 4444115        | Publishing - Ordinance 15-12         | 10-64-6620         | 50.32        |
| 12/22/2015       | 51275        | 131           | Tribune The                          | 4444251        | Advertising for Deputy Marshall      | 10-66-6632         | 987.90       |
| Total 51275:     |              |               |                                      |                |                                      |                    | 1,287.86     |
| 12/22/2015       | 51276        | 1287          | Twisted Gears                        | 113015         | Repair Snow Blower                   | 10-68-6633         | 30.00        |
| Total 51276:     |              |               |                                      |                |                                      |                    | 30.00        |
| 12/22/2015       | 51277        | 5             | United Power                         | 112015-1519    | Hudson Street Lighting               | 10-68-6414         | 1,142.99     |
| 12/22/2015       | 51277        | 5             | United Power                         | 112015-1519    | Ball Park Lights - 650 Cherry Street | 10-69-6413         | 19.80        |
| 12/22/2015       | 51277        | 5             | United Power                         | 112015-1519    | Ball Park Lights - 650 Cherry Street | 10-69-6413         | 16.00        |
| 12/22/2015       | 51277        | 5             | United Power                         | 112015-1519    | Lighing - 22900 Service Rd           | 70-68-6413         | 129.11       |
| 12/22/2015       | 51277        | 5             | United Power                         | 112015-1519    | Street Lighting - 509 Cherry         | 10-68-6413         | 50.47        |
| 12/22/2015       | 51277        | 5             | United Power                         | 112015-1519    | Street Lighting - 1100 5th Avenue    | 70-68-6413         | 30.42        |
| 12/22/2015       | 51277        | 5             | United Power                         | 112015-1519    | Lighting - Water Pump Station        | 70-68-6413         | 190.41       |
| 12/22/2015       | 51277        | 5             | United Power                         | 112015-1690    | Electric - 21507 Hwy 52              | 75-68-6413         | 1,507.97     |
| 12/22/2015       | 51277        | 5             | United Power                         | 112015-8669    | Electric - RO Facility               | 70-68-6413         | 1,294.99     |
| 12/22/2015       | 51277        | 5             | United Power                         | 112015-9314    | Electric - Hudson Pump Station       | 70-68-6413         | 248.54       |
| 12/22/2015       | 51277        | 5             | United Power                         | 120115-1634    | Electric - WWTP                      | 75-68-6413         | 2,945.00     |
| 12/22/2015       | 51277        | 5             | United Power                         | 120115-1800    | Electric - Temp Construction         | 10-68-6413         | 21.59        |
| 12/22/2015       | 51277        | 5             | United Power                         | 120115-1825    | Electric - PW Shop                   | 10-68-6413         | 161.68       |
| 12/22/2015       | 51277        | 5             | United Power                         | 120915-1553    | Electric - 557 Ash Street            | 10-64-6413         | 97.83        |
| 12/22/2015       | 51277        | 5             | United Power                         | 120915-1553    | Electric - 557 Ash Street            | 70-64-6413         | 97.83        |
| Total 51277:     |              |               |                                      |                |                                      |                    | 7,954.63     |
| 12/22/2015       | 51278        | 99            | USA BlueBook                         | 808311         | Drum Dolly                           | 70-68-6710         | 460.53       |
| Total 51278:     |              |               |                                      |                |                                      |                    | 460.53       |
| 12/22/2015       | 51279        | 18            | Utility Notification Center of Color | 21511414       | Locates                              | 70-68-6633         | 81.51        |
| Total 51279:     |              |               |                                      |                |                                      |                    | 81.51        |
| 12/22/2015       | 51280        | 536           | Verizon Wireless                     | 9756978693     | Cell Phone Service- Marshal          | 10-66-6411         | 36.22        |
| 12/22/2015       | 51280        | 536           | Verizon Wireless                     | 9756978693     | Cell Phone Service - Mayor Patch     | 10-61-6411         | 52.31        |
| 12/22/2015       | 51280        | 536           | Verizon Wireless                     | 9756978693     | Admin Cell Phone Service             | 10-64-6411         | 17.15        |

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|------------------|--------------|---------------|------------------------------|----------------|--|--------------------|--------------|
| 12/22/2015       | 51280        | 536           | Verizon Wireless             | 9756978693     | Ops Cell Phone Service                           | 10-68-6411         | 30.45        |
| 12/22/2015       | 51280        | 536           | Verizon Wireless             | 9756978693     | Cell Phone Service - Rec Director Stam           | 10-69-6411         | 66.42        |
| 12/22/2015       | 51280        | 536           | Verizon Wireless             | 9756978693     | Water Cell Phone Service                         | 70-64-6411         | 30.44        |
| 12/22/2015       | 51280        | 536           | Verizon Wireless             | 9756978693     | Wastewater Cell Phone Service                    | 75-68-6411         | 30.44        |
| 12/22/2015       | 51280        | 536           | Verizon Wireless             | 9756978693     | Water Ops Cell Phone Service                     | 70-68-6411         | 30.44        |
| Total 51280:     |              |               |                              |                |  |                    | 293.87       |
| 12/22/2015       | 51281        | 293           | Virulent Solutions Inc.      | H151120INT     | Setup new users                                  | 10-64-6633         | 570.00       |
| 12/22/2015       | 51281        | 293           | Virulent Solutions Inc.      | H151120INT     | Computer Servicing - Marshal                     | 10-66-6633         | 190.00       |
| 12/22/2015       | 51281        | 293           | Virulent Solutions Inc.      | H151201NET     | Network Down, Backup Server Failed, Phone System | 10-64-6633         | 665.00       |
| Total 51281:     |              |               |                              |                |  |                    | 1,425.00     |
| 12/22/2015       | 51282        | 13            | Weld County Sheriff's Office | 120815         | Weld County Sherrif's Patrol Time                | 10-66-6632         | 9,807.88     |
| Total 51282:     |              |               |                              |                |  |                    | 9,807.88     |
| 12/22/2015       | 51283        | 1288          | Whiteside's #2 Inc.          | 234886         | New Employee Clothing                            | 10-68-6710         | 400.95       |
| Total 51283:     |              |               |                              |                |  |                    | 400.95       |
| 12/22/2015       | 51284        | 1151          | RH Water & Wastewater LLC    | 137            | Water Contract Ops                               | 70-68-6633         | 125.00       |
| 12/22/2015       | 51284        | 1151          | RH Water & Wastewater LLC    | 137            | Wastewater Contract Ops                          | 75-68-6633         | 125.00       |
| Total 51284:     |              |               |                              |                |  |                    | 250.00       |
| Grand Totals:    |              |               |                              |                |  |                    | 91,513.68    |

## Report Criteria:

Report type: GL detail

Check.Type = {&lt;&gt;} "Adjustment"

**LIQUOR OR 3.2 BEER LICENSE  
 RENEWAL APPLICATION**

| Fees Due                       |       |
|--------------------------------|-------|
| Renewal Fee                    | _____ |
| Storage Permit \$100 x _____   | _____ |
| Optional Premise \$100 x _____ | _____ |
| <b>Amount Due/Paid</b>         |       |

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.

**PLEASE VERIFY & UPDATE ALL INFORMATION BELOW**

**RETURN TO CITY OR COUNTY LICENSING AUTHORITY BY DUE DATE**

|   |  |  |                                   |                                   |
|---|--|--|-----------------------------------|-----------------------------------|
| Licensee Name<br><i>Lucero-Leyva Inc</i>                      |  | DBA<br><i>El Faro Mexican Restaurant</i>                   |                                   |                                   |
| Liquor License #<br><i>42444260000</i>                        | License Type<br><i>Hotel + Restaurant (City)</i> | Sales Tax License #<br><i>04244926</i>                     | Expiration Date<br><i>1/18/16</i> | Due Date                          |
| Street Address<br><i>608 Cedar St Anderson Co 80642</i>       |  |  |                                   | Phone Number<br><i>3035364344</i> |
| Mailing Address<br><i>13029 Filmore Cir Thornton Co 80241</i> |  |  |                                   |                                   |
| Operating Manager<br><i>Lisa Lucero</i>                       | Date of Birth<br><i>7-9-68</i>                   | Home Address<br><i>13029 Filmore Cir Thornton Co 80241</i> |                                   | Phone Number<br><i>7204126920</i> |

- Do you have legal possession of the premises at the street address above?  YES  NO  
 Is the premises owned or rented?  Owned  Rented\* \*If rented, expiration date of lease 5-2016
- Since the date of filing of the last annual 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  
**NOTE TO CORPORATION, LIMITED LIABILITY COMPANY AND PARTNERSHIP APPLICANTS:** If you have added or deleted any officers, directors, managing members, general partners or persons with 10% or more interest in your business, you must complete and return immediately to your Local Licensing Authority, Form DR 8177: Corporation, Limited Liability Company or Partnership Report of Changes, along with all supporting documentation and fees.
- Since the date of filing of the last annual 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
- Since the date of filing of the last annual 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
- 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
- SOLE PROPRIETORSHIPS, HUSBAND-WIFE PARTNERSHIPS AND PARTNERS IN GENERAL PARTNERSHIPS:** Each person must complete and sign the DR 4679: Affidavit – Restriction on Public Benefits (available online or by calling 303-205-2300) and attach a copy of their driver's license, state-issued ID or valid passport.

**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<br><i>Lisa Lucero</i> | Title<br><i>Owner</i>   |
| Signature<br><i>Lisa Lucero</i>  | Date<br><i>12-23-15</i> |

**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 12, Articles 46 and 47, C.R.S. **THEREFORE THIS APPLICATION IS APPROVED.**

|                               |        |
|-------------------------------|--------|
| Local Licensing Authority For | Date   |
| Signature                     | Title  |
|                               | Attest |

LIQUOR/BEER RENEWAL REVIEW FORM

Date:

To:

From:

Subject: Liquor License Check

In accordance with the new procedure for Liquor and/or beer license checks, please review all records on the following establishment for any associated reports during the last year and return your report to the Hudson Town Clerk to the Board's Office within two weeks. Your report will be used by the Town Board in considering renewal of the liquor and/or beer license.

PLEASE RESPOND NO LATER THAN:

ESTABLISHMENT:

Current license expires:



No Concerns

BJ  
Marshal's Initials

The Marshal's Office had a concern and the Marshal has mutually worked with the licensee to correct the concern. (Complete Attached Worksheet)

Unresolved concerns exist requiring a Probable Cause Hearing scheduled by the Town Board. (Complete Attached Worksheet)



Please notify \_\_\_\_\_ at Extension \_\_\_\_\_ of the date and time of the Town Board's renewal hearing.

### INSPECTION REPORT

| Case Number 12/30/2015   |    |                |   | Date of Report<br><i>12/29/2015</i>         |
|--|----|----------------|---|---|
| Name Lisa Lucero   |    |                |   | Time In/Out                                 |
| Trade Name El Faro Mexican Restaurant  |    |                |   | Manager<br><i>Gina Martinez</i>             |
| Address 608 Cedar Street   |    |                |   | License Type<br><i>Hotel and Restaurant</i> |
| City Hudson  |    | State Colorado |   | Zip 80642                                   |
|  |    |                |   | Telephone<br><i>303-536-4344</i>            |
| Yes  | No | N/A            | Item  | Comment                                     |
| X  |    |                | Valid State Liquor License Posted             |   |
| X  |    |                | Valid State Sales Tax License Posted          |   |
| X  |    |                | Valid Local License Posted                    |   |
|  |    | X              | Valid Federal Tax Stamp Posted                |   |
| X  |    |                | Valid Food Service License Posted             |   |
| X  |    |                | Minor Warning Sign Posted                     |   |
| X  |    |                | Meals or Snacks Available                     |   |
| X  |    |                | Cleanliness is Adequate                       |   |
| X  |    |                | Books and Invoices Available                  |   |
| X  |    |                | Beer Stock Acceptable                         |   |
| X  |    |                | Wine Stock Acceptable                         |   |
| X  |    |                | Liquor Stock Acceptable                       |   |
| X  |    |                | Alcohol Purchased from Permitted Sources      |   |
|  |    | X              | Compliance with Gambling Restrictions         |   |
| X  |    |                | Manager Registered with Authorities           |   |
| X  |    |                | License in Possession/Control of Premises     |   |
| X  |    |                | Trade Name Properly Registered                |   |
| X  |    |                | Compliance with Intoxicated Sale Restrictions |   |
| X  |    |                | Compliance with Sale to Minor Provisions      |   |
| X  |    |                | Premise Physical Control Adequate             |   |
| X  |    |                | Acceptable Dispensing Systems                 |   |
|  |    | X              | Off Premise Storage Licensed                  |   |
| X  |    |                | Only Permitted Items Sold                     |   |
| Other Issues: <i>N/A</i>   |    |                |   |   |
|  |    |                |   |   |
| Warning Issued Yes <input checked="" type="radio"/> No <input type="radio"/> |    |                |   |   |
| Warned About: <i>N/A</i>   |    |                |   |   |
| Investigator Name/Number Brent Flot/H251                                     |    |                |   |   |
| Person Advised: <i>N/A</i>   |    |                |   |   |

Liquor/Beer License Worksheet

The following concerns are noted: N/A

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The Licensee and the Marshal's Office have collectively agreed to implement the following to correct concerns noted above: (A time line and corrective action should be listed for each concern)

N/A

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Lisa Lucero  
Establishment Owner, Please Print

  
Establishment Signature

12/29/2015  
Date

  
Marshal's Signature

Use another sheet of paper or attach separate proposal to this packet if needed.

Attach copies of all reports associated with this establishment for the last year.

Both the Marshal and the Owner of the establishment will be required to attend the Liquor Hearing to testify to the above agreement.

# PUBLIC HEARING

2015 Budget Supplement

January 6, 2016

**CHAIR:** I WOULD LIKE TO OPEN A PUBLIC HEARING FOR THE PURPOSE OF RECEIVING PUBLIC COMMENT ON A PROPOSED SUPPLEMENTAL APPROPRIATION IN THE 2015 BUDGET. (STATE TIME)

WILL THE CLERK PLEASE STATE THE PURPOSE OF THE HEARING?

**TOWN CLERK:**

A PUBLIC HEARING FOR THE PURPOSE OF RECEIVING COMMENT ON RESOLUTION NO. 16-04, A PROPOSED SUPPLEMENTAL APPROPRIATION IN THE LIBRARY FUND OF THE 2015 TOWN OF HUDSON BUDGET.

**CHAIR:** WAS THE NOTICE OF THIS HEARING PUBLISHED IN THE LOCAL NEWSPAPER?

**ADMINISTRATOR:**

THE HEARING NOTICE WAS PUBLISHED IN THE GREELEY TRIBUNE ON DECEMBER 30, 2015.

**CHAIR: (ADDRESSES THE AUDIENCE)**

LET THE RECORD SHOW THAT THE REQUIRED PUBLIC NOTIFICATION FOR TONIGHT'S PUBLIC HEARING HAS BEEN MET AS STATED.

I WILL FIRST RECOGNIZE THE TOWN

ADMINISTRATOR TO GIVE A PRESENTATION AND RESPOND TO QUESTIONS OF THE TRUSTEES. I WILL THEN RECOGNIZE MEMBERS OF THE AUDIENCE WHO WISH TO SPEAK TO THE TRUSTEES REGARDING THE PROPOSED 2015 SUPPLEMENTAL APPROPRIATION.

DOES THE TOWN ADMINISTRATOR HAVE A PRESENTATION FOR THE BOARD?

**(STAFF PRESENTATION)**

**CHAIR:** IS THERE ANY MEMBER OF THE PUBLIC THAT WISHES TO ADDRESS THE BOARD OF TRUSTEES ON THIS MATTER? IF SO, PLEASE SIGN IN AND STATE YOUR NAME AND ADDRESS FOR THE RECORD.

**CHAIR:** THERE BEING NO FURTHER PRESENTATIONS, AT THIS TIME WE WILL CLOSE THE PUBLIC HEARING AND WILL CONSIDER THE RESOLUTION DURING GENERAL BUSINESS PORTION OF THIS MEETING.

**CHAIR:** DO ANY OF THE TRUSTEES HAVE ANY REMAINING QUESTIONS OF STAFF ON THIS MATTER?

(WHEN IT APPEARS TO THE CHAIR THAT THE COMMISSIONERS HAVE NO FURTHER QUESTIONS)

**NEXT AGENDA ITEM**

## MEMORANDUM

**3.a.**

**To:** Board of Trustees  
**From:** Joe Racine, Town Administrator  
**Date:** January 6, 2016  
**Subject:** Resolution No. 16-01, Posting Place

### **Attachment**

The Town is required by statute to annually designate the official place to post public notices. The attached Resolution No. 16-01 again designates the front window of Town Hall as the place for posting of official notices, and designates the Town Clerk as the official who is responsible for posting meeting notices and agendas 24 hours in advance of meetings.

RESOLUTION NO.

16-01

**TITLE: A RESOLUTION ESTABLISHING A DESIGNATED PUBLIC PLACE FOR THE POSTING OF MEETING NOTICES AS REQUIRED BY THE COLORADO OPEN MEETINGS LAW**

BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF HUDSON, COLORADO, AS FOLLOWS:

The front window at the Town Hall shall constitute the designated public place for the posting of meeting notices as required by the Colorado Open Meetings Law. The Town Clerk shall be responsible for posting the required notices no later than twenty-four (24) hours prior to the holding of the meeting. All meeting notices shall include specific agenda information, where possible.

INTRODUCED, READ, APPROVED AND ADOPTED this 6<sup>th</sup> day of January, 2016.

TOWN OF HUDSON, COLORADO

\_\_\_\_\_  
Raymond Patch, Mayor

(SEAL)

ATTEST:

\_\_\_\_\_  
Linnette Barker, Town Clerk

**MEMORANDUM**

**3.b.**

**To:** Board of Trustees  
**From:** Joe Racine, Town Administrator  
**Date:** January 6, 2016  
**Subject:** Resolution No. 16-02, Appointment of Cecilia Aichelman to the Hudson Housing Authority Board

**Attachments**

The attached Resolution No. 16-02 re-appoints Cecilia Aichelman to the Hudson Housing Authority Board of Commissioners for a 5-year term to expire on December 31, 2020. Sherrie has consented to the re-appointment. A copy of Ms. Aichelman's request for appointment is also attached.

November 25, 2015

Town of Hudson Board of Trustees

Hudson, Colorado 80642

My commission on the Prairie View Board of Trustees is set to expire the end of December. I would like to respectfully ask that I be reappointed for another term. I am grateful to be able to serve my community in this capacity.

Respectfully,

A handwritten signature in cursive script that reads "Cecilia Aichelman".

Cecilia Aichelman

305 3<sup>rd</sup> Avenue

Hudson, Colorado 80642

RESOLUTION NO.

16-02

**TITLE: APPOINTMENT OF CECILIA AICHELMAN AS A  
COMMISSIONER OF THE HUDSON HOUSING AUTHORITY**

WHEREAS, there exists one vacant position on the Housing Authority Board of Commissioners; and

WHEREAS, the Hudson Board of Trustees finds that it is in the public interest to appoint Cecilia Aichelman as a Commissioner of the Hudson Housing Authority.

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Town of Hudson, Colorado, that Cecilia Aichelman is hereby appointed to a five year term as Commissioner of the Hudson Housing Authority, expiring December 31, 2020.

INTRODUCED, READ AND ADOPTED THIS 6<sup>th</sup> day January, 2016

TOWN OF HUDSON, COLORADO

Raymond Patch, Mayor

SEAL

ATTEST

Linnette Barker, Town Clerk

**MEMORANDUM**

**3.c.**

**To:** Board of Trustees  
**From:** Joe Racine, Town Administrator  
**Date:** January 6, 2016  
**Subject:** Resolution No. 16-03, Appointment of two members of the Hudson Library Board

**Attachments**

As of December 31, 2015 there are two vacancies on the Hudson Library Board of Trustees with the expiration of the terms of Leonard Roskop and Joann Dunker. As of the date that this memo was prepared there were no applicants for appointment to the vacant seats. If we have applications by the time of this meeting, I suggest that the Board use this agenda item as an opportunity to interview interested candidates and to consider the attached resolution with appropriate name(s) added.

If there are no applications, I suggest that this item be continued until such time as we have applications for the positions.

RESOLUTION NO.

16-03

**TITLE: APPOINTMENT OF \_\_\_\_\_ AND \_\_\_\_\_ TO THE BOARD OF TRUSTEES OF THE HUDSON PUBLIC LIBRARY**

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Town of Hudson, Colorado, that \_\_\_\_\_ and \_\_\_\_\_ are hereby appointed to a five-year terms as members of the Board of Trustees of the Hudson Public Library, expiring December 31, 2020.

INTRODUCED, READ AND ADOPTED THIS 6<sup>th</sup> day January, 2016.

TOWN OF HUDSON, COLORADO

\_\_\_\_\_  
Raymond Patch, Mayor

SEAL

ATTEST

\_\_\_\_\_  
Linnette Barker, Town Clerk

**MEMORANDUM**

**3.d.**

**To:** Board of Trustees  
**From:** Joe Racine, Town Administrator  
**Date:** January 6, 2016  
**Subject:** Resolution No. 16-04, 2015 Budget supplemental appropriation, Library Fund

**Attachment**

Construction of the new library overlapped the end of fiscal year 2014 and the beginning of fiscal year 2015. The budgeted expenses for the library construction in the 2015 budget did not correctly anticipate that portion of the construction cost that would be incurred in 2015. In order to appropriate sufficient funds for the actual building construction expense in 2015 and to achieve a balanced 2015 budget it is necessary to appropriate additional funds in Library Fund 25.

The supplemental appropriation does not increase spending, nor does it authorize additional expense on the library construction budget. Rather, it only recognizes the actual portion of the approved library construction expense that was incurred after January 1, 2015.

The total amount budgeted, i.e. "appropriated," for 2015 in Library Fund 25 was \$2,264,541. At the time of this memo, actual expenses incurred are approximately 2,850,000. In order to ensure that the actual end of year expense is within the budgeted amount, the attached resolution No. 16-04 increases the expense/appropriation by \$700,000, to the new total of \$2,964,541.00.

RESOLUTION NO.

16-04

**TITLE: A RESOLUTION APPROVING A SUPPLEMENTAL APPROPRIATION FOR THE 2015 BUDGET OF THE TOWN OF HUDSON**

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF HUDSON, COLORADO, AS FOLLOWS:

Section 1. The 2015 budget for the Town of Hudson, Colorado, is hereby amended by enacting a supplemental budget and appropriation as follows:

- a. Fund Code 25, Library Fund, Total Expenditures and Fund Transfers, and Appropriations are increased to \$2,964,541.00.

INTRODUCED, READ and PASSED this 6<sup>th</sup> day of January, 2016.

TOWN OF HUDSON, COLORADO

\_\_\_\_\_  
Raymond Patch, Mayor

ATTEST:

\_\_\_\_\_  
Linnette Barker, Town Clerk

## MEMORANDUM

**3.e.**

**To:** Board of Trustees  
**From:** Joe Racine, Town Administrator  
**Date:** January 6, 2016  
**Subject:** Grant agreement, EIAF #9046, Best & Brightest Intern

### **Attachments**

The Town has been awarded a matching grant from the Colorado Department of Local Affairs for a management intern through the "Best & Brightest" program. The grant, through the Energy and Mineral Impact Assistance Fund, will provide \$20,000 per year for two years. The annual base salary for the intern position is \$37,000.

As we have discussed, I selected Mr. Tim Camarillo from a pool of graduate student candidates for the position. After we have received the signed agreement back from DOLA he will begin work full time on a variety of projects.

The attached agreement is DOLA's standard agreement for the reimbursable grant. It has been reviewed by the Town Attorney.



**COLORADO**  
Department of Local Affairs  
Division of Local Government

December 7, 2015

Mayor Raymond Patch  
Town of Hudson  
P.O. Box 351  
Hudson, CO 80642

RE: EIAF #9046 - Hudson Best & Brightest Intern

Dear Mayor Patch:

Attached is the grant contract packet for the above-referenced Energy Impact Assistance Fund project. If the contract is satisfactory as written, please print and execute **three (3) originals** of the contract, signed and dated by an authorized signator (**original signatures only; no photocopies, stamped or e-signatures**). Please note that an authorized signator is a County Chief Elected Official, City/Town Mayor, or District Board President. If any other individual should sign this contract, you must provide a letter from the Chief Elected Official documenting the specific individual's delegated authority to sign.

**The following five (5) documents comprise the complete contract packet. Please note which documents are required to be returned to the State for final execution.**

1. Grant Agreement (return 3, each must have original signature by Authorized Official - no photocopies)
2. Exhibit A - Applicable Laws (return 1)
3. Exhibit B - Scope of Project (return 1)
4. Exhibit E - Project Performance Plan (return 1)
5. Exhibit G - Form of Option Letter (return 1)

**Please send these documents along with the return routing memo (see below) to:**

Department of Local Affairs  
ATTENTION: Hannah Cichocki  
1313 Sherman Street, Room 521  
Denver, CO 80203

If you have any questions, please call Don Sandoval (970) 679-4501 or me at (303) 864-7731.

Sincerely,

Beth Lipscomb  
Internal Services Manager  
Department of Local Affairs

Enclosures



**GRANT AGREEMENT**

**Between**

**STATE OF COLORADO  
DEPARTMENT OF LOCAL AFFAIRS**

**And**

**TOWN OF HUDSON**

**Summary**

Award Amount: \$40,000.00

**Identification #s:**

Encumbrance #: F16S9046 (*DOLA's primary identification #*)  
Contract Management System #: 85758 (*State of Colorado's tracking #*)

**Project Information:**

Project/Award Number: EIAF 9046  
Project Name: Hudson Best & Brightest Intern  
Performance Period: Start Date: \_\_\_\_\_ End Date: 1/31/18  
Brief Description of Project / Assistance: The Project consists of funding a portion of the salary and benefits costs associated with the employment of an administrative intern for the Town of Hudson.

**Program & Funding Information:**

Program Name: Energy & Mineral Impact Assistance Fund  
Funding source: State Funds  
Catalog of Federal Domestic Assistance (CFDA) Number (if federal funds): N/A  
Funding Account Codes: \_\_\_\_\_  
\_\_\_\_\_

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 EXHIBIT G – FORM OF OPTION LETTER  
 FORM I – RESERVED.

**1. PARTIES**

This Agreement (hereinafter called “Grant”) is entered into by and between the **TOWN OF HUDSON** (hereinafter called “Grantee”), and the STATE OF COLORADO acting by and through the Department of Local Affairs for the benefit of the Division of Local Government (hereinafter called the “State” or “DOLA”).

**2. EFFECTIVE DATE AND NOTICE OF NONLIABILITY.**

This Grant shall not be effective or enforceable until it is approved and signed by the Colorado State Controller or designee (hereinafter called the “Effective Date”). The State shall not be liable to pay or reimburse Grantee for any performance hereunder, including, but not limited to costs or expenses incurred, or be bound by any provision hereof prior to *(see checked option(s) below)*:

- A.  The Effective Date.
- B.  The Effective Date; provided, however, that all Project costs, if specifically authorized by the federal funding authority, incurred on or after March 1, 20XX, may be submitted for reimbursement as if incurred after the Effective Date.
- C.  insert date for authorized Pre-agreement Costs (as such term is defined in §4) , if specifically authorized by the funding authority . Such costs may be submitted for reimbursement as if incurred after the Effective Date.

### 3. RECITALS

#### A. Authority, Appropriation, and Approval

Authority to enter into this Grant exists in C.R.S. 24-32-106 and 29-3.5-101 and funds have been budgeted, appropriated and otherwise made available pursuant to C.R.S. 39-29-110 (Local Government Severance Tax Fund) and a sufficient unencumbered balance thereof remains available for payment. Required approvals, clearance and coordination have been accomplished from and with appropriate agencies.

#### B. Consideration

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

#### C. Purpose

The purpose of this Grant is described in **Exhibit B**.

#### D. References

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

### 4. DEFINITIONS

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

#### A. Budget

“Budget” means the budget for the Project and/or Work described in **Exhibit B**.

#### B. Closeout Certification

“Closeout Certification” means the Grantee’s certification of completion of Work submitted on a form provided by the State.

#### C. Evaluation

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

#### D. Exhibits and other Attachments

The following are attached hereto and incorporated by reference herein:

- i. Exhibit A (Applicable Laws)
- ii. Exhibit B (Scope of Project)
- iii. Exhibit E (Project Performance Plan)
- iv. Exhibit G (Form of Option Letter)

#### E. Goods

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

#### F. Grant

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

#### G. Grant Funds

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

#### H. Party or Parties

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

#### I. Pay Request(s)

“Pay Request(s)” means the Grantee’s reimbursement request(s) submitted on form(s) provided by the State.

#### J. Pre-agreement costs

“Pre-agreement costs,” when applicable, means the costs incurred on or after the date as specified in **§2** above, and prior to the Effective Date of this Grant. Such costs shall have been detailed in Grantee’s grant application and specifically authorized by the State and incorporated herein pursuant to **Exhibit B**.

**K. Project**

“Project” means the overall project described in **Exhibit B**, which includes the Work.

**L. Project Closeout**

“Project Closeout” means the submission by the Grantee to the State of an actual final Pay Request, a final Status Report and a Closeout Certification.

**M. Program**

“Program” means the grant program specified on the first page of this Grant that provides the funding for this Grant.

**N. Review**

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

**O. Services**

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

**P. Status Report(s)**

“Status Report(s)” means the Grantee’s status report(s) on the Work/Project submitted on form(s) provided by the State.

**Q. Subcontractor**

“Subcontractor” means third-parties, if any, engaged by Grantee to carry out specific vendor related services.

**R. Subgrantee**

“Subgrantee” means third-parties, if any, engaged by Grantee to aid in performance of its obligations. Subgrantee is bound by the same overall programmatic and grant requirements as Grantee.

**S. Subject Property**

“Subject Property” means the real property, if any, for which Grant Funds are used to acquire, construct, or rehabilitate.

**T. Substantial Progress in the Work**

“Substantial Progress in the Work” means Grantee meets all deliverables and performance measures within the time frames specified in **Exhibit E**.

**U. Work**

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

**V. Work Product**

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

**5. TERM**

**A. Initial Term-Work Commencement**

Unless otherwise permitted in **§2** above, the Parties’ respective performances under this Grant shall commence on the Effective Date. This Grant shall terminate on **January 31, 2018** unless sooner terminated or further extended as specified elsewhere herein.

**B. Two Month Extension**

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

## 6. STATEMENT OF WORK

### A. Completion

Grantee shall complete the Work and its other obligations as described herein and in **Exhibit B**. Except as specified in §2 above, the State shall not be liable to compensate Grantee for any Work performed prior to the Effective Date or after the termination of this Grant.

### B. Goods and Services

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

### C. Employees

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

## 7. PAYMENTS TO GRANTEE

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

### A. Maximum Amount

The maximum amount payable under this Grant to Grantee by the State is **\$40,000.00 (FOURTY THOUSAND AND XX/100 DOLLARS)**, as determined by the State from available funds. Grantee agrees to provide any additional funds required for the successful completion of the Work. Payments to Grantee are limited to the unpaid obligated balance of the Grant as set forth in **Exhibit B**.

### B. Payment

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

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

#### ii. Interest

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

#### iii. Available Funds-Contingency-Termination

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

#### iv. Erroneous Payments

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

### C. Use of Funds

Grant Funds shall be used only for eligible costs identified herein and/or in **Exhibit B**.

#### i. Budget Line Item Adjustments.

Modifications to uses of such Grant Funds shall be made in accordance with **§4.4 of Exhibit B**. For line item adjustments over 10% but less than 24.99% (a “**Minor Line Item Adjustment**”) which are approved, the State shall provide written notice to Grantee in a form substantially equivalent to **Exhibit G** (each an “**Option Letter**”). If exercised, the provisions of the Option Letter shall become part of and be incorporated into this Grant.

**ii. Overall Budget Adjustments.**

Modifications to the overall Budget shall be made in accordance with **§4.5 of Exhibit B**. For overall Budget adjustments less than 24.99% (a “**Minor Budget Adjustment**”) which are approved, the State shall provide written notice to Grantee in an Option Letter. If exercised, the provisions of the Option Letter shall become part of and be incorporated into this Grant.

**iii. Setting Final Initial Budget.**

All requests by the Grantee to align the initial overall Budget with current market conditions shall be made in accordance with **§4.5.1.1 of Exhibit B**. If such True-up Budget Proposal (as such term is defined in **§4.5.1.1 of Exhibit B**) is approved, the State shall provide written notice to Grantee in an Option Letter. If exercised, the provisions of the Option Letter shall become part of and be incorporated into this Grant.

**D. Matching/Leveraged Funds**

Grantee shall provide matching and/or leveraged funds in accordance with **Exhibit B**.

**8. REPORTING - NOTIFICATION**

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

**A. Performance, Progress, Personnel, and Funds**

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

**B. Litigation Reporting**

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

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

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

**D. Noncompliance**

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

**E. Subgrants/Subcontracts**

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

**9. GRANTEE RECORDS**

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

**A. Maintenance**

Grantee shall make, keep, maintain, and allow inspection and monitoring by the State of a complete file of all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to the Work or the delivery of Services (including, but not limited to the operation of programs) or Goods hereunder. Grantee shall maintain such records (the "Record Retention Period") until the last to occur of the following:

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

**B. Inspection**

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

**C. Monitoring**

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

**D. Final Audit Report**

Grantee shall provide a copy of its audit report(s) to DOLA as specified in **Exhibit B**.

**10. CONFIDENTIAL INFORMATION-STATE RECORDS**

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

**A. Confidentiality**

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

**B. Notification**

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

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

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

**D. Disclosure-Liability**

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

**11. CONFLICTS OF INTEREST**

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

**12. REPRESENTATIONS AND WARRANTIES**

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

**A. Standard and Manner of Performance**

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

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

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

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

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

### 13. INSURANCE

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

#### A. Grantee

##### i. Public Entities

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

##### ii. Non-Public Entities

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

#### B. Grantees, Subgrantees and Subcontractors

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

##### i. Workers' Compensation

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

##### ii. General Liability

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

##### iii. Automobile Liability

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

##### iv. Malpractice/Professional Liability Insurance

This section  shall |  shall not apply to this Grant.

Grantee, Subgrantees and Subcontractors shall maintain in full force and effect a Professional Liability Insurance Policy in the minimum amount of \$1,000,000 per occurrence and \$3,000,000 in the aggregate, written on an occurrence form, that provides coverage for its work undertaken pursuant to this Grant. If a policy written on an occurrence form is not commercially available, the claims-made policy shall remain in effect for the duration of this Grant and for at least two years beyond the completion and acceptance of the work under this Grant, or, alternatively, a two year extended reporting period must be purchased. The Grantee, Subgrantee or Subcontractor shall be responsible for all claims, damages, losses or expenses, including attorney's fees, arising out of or resulting from such party's performance of professional services under this Grant, a subcontract or subgrant.

##### v. Umbrella Liability Insurance

For construction projects exceeding \$10,000,000, Grantee, Subgrantees and Subcontractors shall maintain umbrella/excess liability insurance on an occurrence basis in excess of the underlying insurance described in §13B(i)-(iv) above. Coverage shall follow the terms of the underlying insurance, included the additional insured and waiver of subrogation provisions. The amounts of insurance required in subsections above may be satisfied by the Grantee, Subgrantee and

Subcontractor purchasing coverage for the limits specified or by any combination of underlying and umbrella limits, so long as the total amount of insurance is not less than the limits specified in each section previously mentioned. The insurance shall have a minimum amount of \$5,000,000 per occurrence and \$5,000,000 in the aggregate.

**vi. Property Insurance**

*This subsection shall apply if Grant Funds are provided for the acquisition, construction, or rehabilitation of real property.*

Insurance on the buildings and other improvements now existing or hereafter erected on the premises and on the fixtures and personal property included in the Subject Property against loss by fire, other hazards covered by the so called “all risk” form of policy and such other perils as State shall from time to time require with respect to properties of the nature and in the geographical area of the Subject Property, and to be in an amount at least equal to the replacement cost value of the Subject Property. Grantor will at its sole cost and expense, from time to time and at any time, at the request of State provide State with evidence satisfactory to State of the replacement cost of the Subject Property.

**vii. Flood Insurance**

If the Subject Property or any part thereof is at any time located in a designated official flood hazard area, flood insurance insuring the buildings and improvements now existing or hereafter erected on the Subject Property and the personal property used in the operation thereof in an amount equal to the lesser of the amount required for property insurance identified in §vi above or the maximum limit of coverage made available with respect to such buildings and improvements and personal property under applicable federal laws and the regulations issued thereunder.

**viii. Builder’s Risk Insurance**

*The subsection shall apply if Grant Funds are provided for construction or rehabilitation of real property.*

Grantee, Subgrantee and/or Subcontractor shall purchase and maintain property insurance written on a builder’s risk “all-risk” or equivalent policy form in the amount of the initial construction/rehabilitation costs, plus value of subsequent modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made or until no person or entity other than the property owner has an insurable interest in the property.

- a) The insurance shall include interests of the property owner, Grantee, Subgrantee, Subcontractors in the Project as named insureds.
- b) All associated deductibles shall be the responsibility of the Grantee, Subcontractor and Subgrantee. Such policy may have a deductible clause but not to exceed \$10,000.
- c) Property insurance shall be on an “all risk” or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Grantee’s, Subgrantee’s and Subcontractor’s services and expenses required as a result of such insured loss.
- d) Builders Risk coverage shall include partial use by Grantee and/or property owner.
- e) The amount of such insurance shall be increased to include the cost of any additional work to be done on the Project, or materials or equipment to be incorporated in the Project, under other independent contracts let or to be let. In such event, Subgrantee and Subcontractor shall be reimbursed for this cost as his or her share of the insurance in the same ratio as the ratio of the insurance represented by such independent contracts let or to be let to the total insurance carried.

**ix. Pollution Liability Insurance**

If Grantee and/or its Subgrantee or Subcontractor is providing directly or indirectly work with pollution/environmental hazards, they must provide or cause those conducting the work to provide Pollution Liability Insurance coverage. Pollution Liability policy must include contractual liability coverage. The policy limits shall be in the amount of \$1,000,000 with maximum deductible of \$25,000 to be paid by the Grantee's Subcontractor and/or Subgrantee.

**C. Miscellaneous Insurance Provisions**

Certificates of Insurance and/or insurance policies required under this Grant shall be subject to the following stipulations and additional requirements:

- i. Deductible.** Any and all deductibles or self-insured retentions contained in any Insurance policy shall be assumed by and at the sole risk of the Grantee, its Subgrantees or Subcontractors,
- ii. In Force.** If any of the said policies shall fail at any time to meet the requirements of the Grant as to form or substance, or if a company issuing any such policy shall be or at any time cease to be approved by the Division of Insurance of the State of Colorado, or be or cease to be in compliance with any stricter requirements of the Grant, the Grantee, its Subgrantee and its Subcontractor shall promptly obtain a new policy.
- iii. Insurer.** All requisite insurance shall be obtained from financially responsible insurance companies, authorized to do business in the State of Colorado and acceptable to Grantee,
- iv. Additional Insured**  
Grantee and the State shall be named as additional insureds on the Commercial General Liability and Automobile Liability Insurance policies (leases and construction Grants require additional insured coverage for completed operations on endorsements CG 2010 11/85, CG 2037, or equivalent).
- v. Primacy of Coverage**  
Coverage required of Grantee, Subgrantees and Subcontractors shall be primary over any insurance or self-insurance program carried by Grantee or the State.
- vi. Cancellation**  
The above insurance policies shall include provisions preventing cancellation or non-renewal without at least 45 days prior notice to the Grantee and Grantee shall forward such notice to the State in accordance with §16 (Notices and Representatives) within seven days of Grantee's receipt of such notice.
- vii. Subrogation Waiver**  
All insurance policies in any way related to this Grant and secured and maintained by Grantee or its Subgrantees and Subcontractors as required herein shall include clauses stating that each carrier shall waive all rights of recovery, under subrogation or otherwise, against Grantee or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

**D. Certificates**

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

**14. BREACH**

**A. Defined**

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

**B. Notice and Cure Period**

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

**15. REMEDIES**

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

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

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

**i. Obligations and Rights**

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

**ii. Payments**

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

**iii. Damages and Withholding**

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

**B. Early Termination in the Public Interest**

The State is entering into this Grant for the purpose of carrying out the public policy of the State of Colorado, as determined by its Governor, General Assembly, and/or Courts. If this Grant ceases to further the public policy of the State, the State, in its sole discretion, may terminate this Grant in whole or in part. Exercise by the State of this right shall not constitute a breach of the State's obligations hereunder. This

subsection shall not apply to a termination of this Grant by the State for cause or breach by Grantee, which shall be governed by §15(A) or as otherwise specifically provided for herein.

**i. Method and Content**

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

**ii. Obligations and Rights**

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

**iii. Payments**

If this Grant is terminated by the State pursuant to this §15(B), Grantee shall be paid an amount which bears the same ratio to the total reimbursement under this Grant as the Services satisfactorily performed bear to the total Services covered by this Grant, less payments previously made.

Additionally, if this Grant is less than 60% completed, the State may reimburse Grantee for a portion of actual out-of-pocket expenses (not otherwise reimbursed under this Grant) incurred by Grantee which are directly attributable to the uncompleted portion of Grantee's obligations hereunder; provided that the sum of any and all reimbursement shall not exceed the maximum amount payable to Grantee hereunder.

**C. Termination for No Substantial Progress in the Work**

The State may elect to terminate this Grant upon receipt and review of any Quarterly Progress Report, submitted per the time periods defined in **Exhibit E** – Project Performance Plan, if such Quarterly Progress Report fails to evidence Substantial Progress in the Work as directed, defined and expected under **Exhibit B**. Further, the State may elect to terminate this Grant if the Grantee fails to complete Project Closeout within **three months** of completion of the Work. Exercise by the State of this right shall not be deemed a breach of its obligations hereunder.

**i. Obligations and Rights**

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

**ii. Payments**

The State shall reimburse Grantee only for accepted performance up to the date of termination.

**iii. Damages and Withholding**

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

**D. Remedies Not Involving Termination**

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

**i. Suspend Performance**

Suspend Grantee's performance with respect to all or any portion of this Grant pending necessary corrective action as specified by the State without entitling Grantee to an adjustment in price/cost or

performance schedule. Grantee shall promptly cease performance and incurring costs in accordance with the State's directive and the State shall not be liable for costs incurred by Grantee after the suspension of performance under this provision.

**ii. Withhold Payment**

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

**iii. Deny Payment**

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

**iv. Removal**

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

**v. Intellectual Property**

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

**16. NOTICES and REPRESENTATIVES**

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

**A. State:**

Chantal Unfug, Division Director  
Division of Local Government  
Colorado Department of Local Affairs  
1313 Sherman Street, Room 521  
Denver, Colorado 80203  
Email: [chantal.unfug@state.co.us](mailto:chantal.unfug@state.co.us)

**B. Grantee:**

Raymond Patch, Mayor  
Town of Hudson  
PO Box 351  
Hudson, Colorado 80642  
Email: [rpatch@hudsoncolorado.org](mailto:rpatch@hudsoncolorado.org)

**17. RIGHTS IN DATA, DOCUMENTS, AND COMPUTER SOFTWARE**

This section  shall |  shall not apply to this Grant.

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

works. Grantee shall not use, willingly allow, cause or permit such Work Product to be used for any purpose other than the performance of Grantee's obligations hereunder without the prior written consent of the State.

**18. GOVERNMENTAL IMMUNITY**

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

**19. STATEWIDE CONTRACT MANAGEMENT SYSTEM**

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

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

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

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

**20. RESTRICTION ON PUBLIC BENEFITS**

This section  shall |  shall not apply to this Grant.

Grantee must confirm that any individual natural person is lawfully present in the United States pursuant to CRS §24-76.5-101 et seq. when such individual applies for public benefits provided under this Grant by requiring the applicant to:

- A. Produce an identification document in accordance with §2.1.1 through §2.1.3 of Colorado Department of Revenue's Rule #1 CCR 201-17, Rule for Evidence of Lawful Presence, as amended.
- B. Execute an affidavit herein attached as **Form 1**, Residency Declaration, stating
  - i. That he or she is a United States citizen or legal permanent resident; or
  - ii. That he or she is otherwise lawfully present in the United States pursuant to federal law.

[The following applies if Grant is funded with federal funds].

Notwithstanding the foregoing, to the extent that there is any conflict with the provisions above or those set forth in the Residency Declaration attached hereto as **Form 1** and any provision of federal law, the provisions of federal law shall prevail.

## 21. GENERAL PROVISIONS

### A. Assignment and Subgrants

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

### B. Binding Effect

Except as otherwise provided in §21(A), all provisions herein contained, including the benefits and burdens, shall extend to and be binding upon the Parties' respective heirs, legal representatives, successors, and assigns.

### C. Captions

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

### D. Counterparts

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

### E. Entire Understanding

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

### F. Indemnification-General

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

### G. Jurisdiction and Venue

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

### H. List of Selected Applicable Laws

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

### I. Use Covenants

This section  shall |  shall not apply to this Grant:

For Subject Property that is owned by Grantee upon execution of this Grant, Grantee shall record a Use Covenant substantially equivalent to **Exhibit F** with the county in which the property resides as soon as reasonably practicable after execution of this Grant. For Subject Property acquired by Grantee using Grant Funds, Grantee shall record a Use Covenant substantially equivalent to **Exhibit F** with the county in which the property resides as soon as reasonably practicable after acquisition of such property.

### J. Modification

#### i. By the Parties

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

**TOOLS AND FORMS.** Changes to the Grant shall be authorized to be approved by the following State or DOLA parties:

- a) Approval by Division Director  
The Division Director of DOLA or his delegee shall have authority to approve changes to the Responsible Administrator and Key Personnel specified in §5 of **Exhibit B** and the Principal Representative in §16.
- b) Approval by DOLA Controller  
The DOLA Controller shall have authority to approve all changes to the Grant which are not reserved to the Division Director above.

**ii. By Operation of Law**

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

**K. Order of Precedence**

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

- i. Exhibit A (Applicable Laws)
- ii. Colorado Special Provisions
- iii. The provisions of the main body of this Grant (excluding the cover page)
- iv. Any executed Option Letters
- v. Exhibit B (Scope of Project)
- vi. Exhibit E (Project Performance Plan)
- vii. The cover page of this Grant

**L. Severability**

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

**M. Survival of Certain Grant Terms**

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

**N. Taxes**

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

**O. Third Party Beneficiaries**

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

**P. Waiver**

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

EIAF #9046 – Hudson Best & Brightest Intern

**Q. CORA Disclosure**

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

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**22. COLORADO SPECIAL PROVISIONS**

**A.** The Special Provisions apply to all Grants except where noted in *italics*.

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

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

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

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

**iii. GOVERNMENTAL IMMUNITY.**

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

**iv. INDEPENDENT CONTRACTOR**

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

**v. COMPLIANCE WITH LAW.**

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

**vi. CHOICE OF LAW.**

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

**vii. BINDING ARBITRATION PROHIBITED.**

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

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

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

limitation, immediate termination of this Grant and any remedy consistent with federal copyright laws or applicable licensing restrictions.

**ix. EMPLOYEE FINANCIAL INTEREST. CRS §§24-18-201 and 24-50-507.**

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

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

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

**xi. PUBLIC GRANTS FOR SERVICES. CRS §8-17.5-101.**

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

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

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

(Special Provisions - effective 1/1/09)

**SIGNATURE PAGE**

**THE PARTIES HERETO HAVE EXECUTED THIS GRANT**

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

|   |   |
|---|---|
| <b>GRANTEE<br/>TOWN OF HUDSON</b>                       | <b>STATE OF COLORADO<br/>John W. Hickenlooper, GOVERNOR<br/>DEPARTMENT OF LOCAL AFFAIRS</b> |
| By: _____<br>Name of Authorized Individual (print)      | By: _____<br>Irv Halter, Executive Director   |
| Title: _____<br>Official Title of Authorized Individual | Date: _____   |
| _____<br>*Signature                                     |   |
| Date: _____   | <b>PRE-APPROVED FORM CONTRACT REVIEWER</b>  |
|   | By: _____<br>Bret Hillberry, State Grants Program Manager                                   |
|   | Date: _____   |

**ALL GRANTS REQUIRE APPROVAL BY THE STATE CONTROLLER**

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

|   |
|---|
| <b>STATE CONTROLLER<br/>Robert Jaros, CPA</b>     |
| By: _____<br>Janet Miks, CPA, Controller Delegate |
| Date: _____                                       |

**EXHIBIT A – APPLICABLE LAWS**

Laws, regulations, and authoritative guidance incorporated into this Grant include, without limitation:

1. Colorado Revised Statutes §29-1-601 et seq., as amended, Colorado Local Governments Audit Law.
2. 5 USC552a, as amended, Privacy Act of 1974.
3. 8 USC 1101, Immigration and Nationality Act.
4. 29 USC Chapter 8, §§201, 206, et seq., as amended, Labor.
5. 29 USC Chapter 14, §§621-634, et seq., as amended, Age Discrimination in Employment.
6. 40 USC Subtitle II, et seq., as amended, Public Buildings and Works.
7. 40 USC 327–330, Section 103 and 107, Contract Work Hours and Safety Standards Act, as amended.
8. 40 CFR 1500-1508, as amended, Council on Environmental Quality Regulations Implementing NEPA.
9. 41 CFR Chapter 60, as amended, Executive Order 11246.
10. 41 USC 701, et seq., Drug Free Workplace Act of 1988.
11. 42 USC Chapter 21, et seq., as amended, Civil Rights.
12. CRS §24-34-302, et seq., as amended, Civil Rights Division.
13. CRS §24-34-501 – 510, et seq., as amended, Colorado Housing Act of 1970.
14. CRS §24-75-601 et seq., as amended, Legal Investment of Public Funds.

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## EXHIBIT B – SCOPE OF PROJECT (SOP)

### 1. PURPOSE

**1.1. Energy Impact.** The purpose of the Energy and Mineral Impact Assistance Program is to assist political subdivisions that are socially and/or economically impacted by the development, processing, or energy conversion of minerals and mineral fuels.

### 2. DESCRIPTION OF THE PROJECT(S) AND WORK.

**2.1. Project Description.** The Project consists of financing a portion of the salary and benefits costs associated with the employment of an administrative intern for the Town of Hudson (Grantee).

**2.2. Work Description.** The Grantee will employ the administrative intern (the Intern) for approximately a 24-month period and the intern will work under the direction of an individual designated by the Grantee. The Administrative Intern Program (Best & Brightest or B&B) provides a cost-effective way to help support the increasing administrative needs of small, rural jurisdictions in Colorado. Additionally, the B&B program provides students the opportunity to gain valuable working experience while completing their graduate degree.

**2.2.1.** The intern hired must be a graduate of an accredited institution of higher education with at least a bachelor degree, and be enrolled in the University of Colorado at Denver Masters in Political Science or Graduate School of Public Affairs program and maintain good standing in the program.

**2.2.2.** The Grantee will develop and use a job description for the administrative intern position. The Grantee anticipates that the Intern will perform a variety of administrative duties in the day-to-day operation of the Grantee, as specified in the job description, and will carry out the directives of the governing board or their designee. In addition, the Intern will be involved with a variety of administrative functions including, but not limited to, budgeting, financial management/reporting, grant writing and administration, planning and land use management, capital improvements planning and implementation, economic development, communication with state and federal government agencies, intergovernmental relations and research.

**2.2.3.** The Grantee will, with the Intern, set priorities and schedule the work to be accomplished by the Intern, taking into consideration the jurisdiction's most immediate needs, the Intern's specific skills, and available time to accomplish the work. The Grantee will meet with the Intern on a quarterly basis to evaluate the progress of the Intern and set priorities for the future.

**2.2.4.** In the event a vacancy should occur in the administrative intern position, the Grantee will advertise, interview, and employ a replacement for the position through the University of Colorado at Denver Masters in Political Science or Graduate School of Public Affairs program.

**2.3. Responsibilities.** Grantee shall be responsible for the completion of the Work and to provide required documentation to DOLA as specified herein.

**2.3.1.** Grantee shall notify DOLA at least 30 days in advance of Project Completion.

**2.4. Recapture of Advanced Funds.** To maximize the use of Grant Funds, the State shall evaluate Grantee's expenditure of the Grant Funds for timeliness and compliance with the terms of this Grant. DOLA reserves the right to recapture advanced Grant Funds when Grantee has not or is not complying with the terms of this Grant.

**2.5. Eligible Expenses.** Eligible expenses shall include: up to 24 months of salary and benefits costs of the Intern. Grant Funds will pay 50% of salary and benefit costs of the Intern, to a maximum of \$20,000 per year. The Grantee will contribute at least \$17,500 annually for each of two years. The Grantee is responsible for any salary and benefits and/or any Project costs in excess of \$35,000 in either year.

**2.6. Cost Savings.** Cost Savings derived while completing the Project shall be:

**2.6.1.**  split on a pro-rata basis between the State and Grantee

**2.6.2.**  returned to the State

### 3. DEFINITIONS

- 3.1. “Cost Savings” means the Project Budget amount less the amount expended to complete the Work. Cost Savings are determined at the time the Work is completed and the final payment request is submitted by the Grantee to the State. Cost Savings do not result in payment by the State to Grantee above actual expenditures beyond the required ratio, but deobligates unexpended Grant Funds and reduces Grantee’s matching funds requirement. State shall provide written notice to Grantee verifying any Cost Savings.
- 3.2. “Cumulative Budgetary Line Item Changes” means a cumulative or increasing accumulation of additional expenses within a specific line item as listed in §6.2 Budget within this **Exhibit B**.
- 3.3. Project Budget Line items.
  - 3.3.1. “Personnel Services Costs” means program-specific allowable salary and benefits costs.
- 3.4. “Substantial Completion” means the Work is sufficiently complete in accordance with the Grant so it can be utilized for its intended purpose without undue interference.

#### 4. DELIVERABLES

- 4.1. **Outcome.** The final outcome of this Grant is providing a cost-effective way to help support the increasing administrative needs of small, rural jurisdictions in Colorado while providing students the opportunity to gain valuable working experience while completing their graduate degree.
- 4.2. **Service Area.** The performance of the Work described within this Grant shall be located in Hudson, Colorado.
- 4.3. **Performance Measures.** Grantee shall comply with the performance measures detailed in **Exhibit E**.
- 4.4. **Budget Line Item Adjustments.** Line Item Adjustments shall not increase the Grant Funds or the total amount of the Budget.
  - 4.4.1. Grantee shall have authority to adjust individual budget line amounts without approval of the State up to an aggregate of 10% of such line item from which the funds are moved. Such authority shall not allow Grantee to transfer to or between administration budget lines. Grantee’s Responsible Administrator shall send written notification of allowed adjustments to the State within 30 days of such adjustment.
  - 4.4.2. All changes to individual budget line amounts which are in excess of 10% but less than 24.99% of such line item from which the funds are moved (each a “**Minor Line Item Adjustment**”) shall require prior written approval of the DOLA Controller. Grantee’s Responsible Administrator shall submit a written request for changes pursuant to this Section to the State. Such request shall include the amount of such request, the reason for the request and any necessary documentation. If the State approves such request, the State shall unilaterally execute an Option Letter accepting such request pursuant to §7(C)(i) of the Grant. Grantee is not authorized to perform until Grantee receives an executed Option Letter accepting such change.
  - 4.4.3. All changes to individual budget line amounts which are in excess of 24.99% of such line item from which the funds are moved shall require a prior written amendment executed by the Grantee and DOLA pursuant to §21(J) of the Grant. Grantee shall submit a written request for changes pursuant to this Section to the State. Such request shall include the amount of such request, the reason for the request and any necessary documentation. Grantee is not authorized to perform until a bi-lateral amendment is fully executed by the DOLA Controller accepting such change.
  - 4.4.4. **Signature Authority.** All Grantee notices and requests submitted to DOLA pursuant to this §4.4 (each a “**Line Item Proposal**”), must be signed and dated by a person authorized to bind the Grantee to such Line Item Proposal.
- 4.5. **Overall Budget Adjustments.**
  - 4.5.1. All changes to the overall Budget which are less than 24.99% (each a “**Minor Budget Adjustment**”) shall require prior written approval of the DOLA Controller. Grantee’s Responsible Administrator shall submit a written request for changes pursuant to this Section to the State. Such request shall include the amount of such request, the reason for the request and any necessary

documentation. If the State approves such request, the State shall unilaterally execute an Option Letter accepting such request pursuant to §7(C)(ii) of the Grant. Grantee is not authorized to perform until Grantee receives an executed Option Letter accepting such change. Minor Budget Adjustments shall not increase the Grant Funds.

**4.5.1.1. Exception for Setting Final Initial Budget.** Within 30 days of bid opening for its selection of its prime Subcontractor, Grantee shall submit a written request for changes to the overall Budget to revise the initial overall Budget estimate to align it with current market conditions (a “**True-up Budget Proposal**”). Grantee’s Responsible Administrator shall submit a written request for changes pursuant to this Section to the State. Such request shall include the amount of such request, the reason for the request and any necessary documentation. If the State approves such request, the State shall unilaterally execute an Option Letter accepting such request pursuant to §7(C)(iii) of the Grant. Grantee is not authorized to perform until Grantee receives an executed Option Letter accepting such change. True-up Budget Proposals shall not increase the Grant Funds. The overall Budget adjustment permitted by this §4.5.1.1 is only permitted once under this Grant.

**4.5.2.** All changes to the overall Budget which are in excess of 24.99% shall require a prior written amendment executed by the Grantee and DOLA pursuant to §21(J) of the Grant. Grantee shall submit a written request for changes pursuant to this Section to the State. Such request shall include the amount of such request, the reason for the request and any necessary documentation. Grantee is not authorized to perform until a bi-lateral amendment is fully executed by the DOLA Controller accepting such change.

**4.5.3. Signature Authority.** All Grantee notices and requests submitted to DOLA pursuant to this §4.5 (each a “**Budget Proposal**”), must be signed and dated by a person authorized to bind the Grantee to such Budget Proposal.

**4.6. Quarterly Pay Request and Status Reports.** Beginning 30 days after the end of the first quarter following execution of this Grant and for each quarter thereafter until termination of this Grant, Grantee shall submit Pay Requests and Status Reports using a form provided by the State. The State shall pay the Grantee for actual expenditures made in the performance of this Grant based on the submission of statements in the format prescribed by the State. The Grantee shall submit Pay Requests setting forth a detailed description and provide documentation of the amounts and types of reimbursable expenses. For quarters in which there are no expenditures to reimburse, Grantee shall indicate zero (0) in the request and specify status of the Work in the Status Report. The report will contain an update of expenditure of funds by line item as per §6.2 of this **Exhibit B** Scope of Project as well as a projection of all Work expected to be accomplished in the following quarter, including an estimate of Grant Funds to be expended. This report is due within 30 days of the end of the quarter or more frequently at the discretion of the Grantee. See **Exhibit E** for specific submittal dates.

**4.7. DOLA Acknowledgment.** The Grantee agrees to acknowledge the Colorado Department of Local Affairs in any and all materials or events designed to promote or educate the public about the Work and the Project, including but not limited to: press releases, newspaper articles, op-ed pieces, press conferences, presentations and brochures/pamphlets.

## 5. PERSONNEL

**5.1. Replacement.** Grantee shall immediately notify the State if any key personnel specified in §5 of this **Exhibit B** cease to serve. Provided there is a good-faith reason for the change, if Grantee wishes to replace its key personnel, it shall notify the State and seek its approval, which shall be at the State's sole discretion, as the State executed this Grant in part reliance on Grantee's representations regarding key personnel. Such notice shall specify why the change is necessary, who the proposed replacement is, what their qualifications are, and when the change will take effect. Anytime key personnel cease to serve, the State, in its sole discretion, may direct Grantee to suspend Work until such time as replacements are approved. All notices sent under this subsection shall be sent in accordance with §16 of the Grant.

**5.2. Responsible Administrator.** Grantee’s performance hereunder shall be under the direct supervision of Joe Racine, Manager (manager@hudsoncolorado.org), an employee or agent of Grantee, who is hereby designated as the responsible administrator of this Project. Such administrator shall be updated through the approval process in §5.1. If this person is an agent of the Grantee, such person must have signature authority to bind the Grantee and must provide evidence of such authority.

**5.3. Other Key Personnel:** None. Such key personnel shall be updated through the approval process in §5.1.

**6. FUNDING**

The State provided funds shall be limited to the amount specified under the “Grant Funds” column of §6.2, Budget, below.

**6.1. Matching Funds.** Grantee shall provide the required (*see checked item*)  Matching Funds, as listed in the “Matching Funds” column of §6.2 below during the term of this Project. Funds used as match on previous grant(s) cannot be used as Matching Funds for this Grant.

**6.2. Budget**

| Budget Line Item(s)      | Total Cost         | Grant Funds        | Matching Funds     | Matching Funds Source |
|--------------------------|--------------------|--------------------|--------------------|-----------------------|
| Personnel Services Costs | \$75,000           | \$40,000           | \$35,000           | Grantee               |
| <b>Total</b>             | <b>\$75,000.00</b> | <b>\$40,000.00</b> | <b>\$35,000.00</b> |                       |

**7. PAYMENT**

Payments shall be made in accordance with this section and the provisions set forth in §7 of the Grant.

**7.1. Payment Schedule.** If Work is subcontracted or subgranted and such Subcontractors and/or Subgrantees are not previously paid, Grantee shall disburse Grant Funds received from the State to such Subcontractor or Subgrantee within fifteen days of receipt. Excess funds shall be returned to DOLA.

| Payment            | Amount          |  |
|--------------------|-----------------|--|
| Interim Payment(s) | \$38,000        | Paid upon receipt of actual expense documentation and written Pay Requests from the Grantee for reimbursement of eligible approved expenses.   |
| Final Payment      | \$2,000         | Paid upon Substantial Completion of the Project (as determined by the State in its sole discretion), provided that the Grantee has submitted, and DOLA has accepted, all required reports. |
| <b>Total</b>       | <b>\$40,000</b> |  |

**7.2. Remittance Address.** If mailed, payments shall be remitted to the following address unless changed in accordance with §16 of the Grant:

Town of Hudson  
 PO Box 351  
 Hudson, CO 80642

**7.3. Interest.** Grantee or Subgrantee may keep interest earned from Grant Funds up to \$100 per year for administrative expenses.

**8. ADMINISTRATIVE REQUIREMENTS**

**8.1. Reporting.** Grantee shall submit the following reports to DOLA using the State-provided forms. DOLA may withhold payment(s) if such reports are not submitted timely.

**8.1.1. Quarterly Pay Request and Status Reports.** Quarterly Pay Requests shall be submitted to DOLA in accordance with §4.6 of this Exhibit B.

- 8.1.2. Final Reports.** Within 90 days after the completion of the Project, Grantee shall submit the final Pay Request and Status Report to DOLA.
- 8.2. Monitoring.** DOLA shall monitor this Work on an as-needed basis. DOLA may choose to audit the records for activities performed under this Grant. Grantee shall maintain a complete file of all records, documents, communications, notes and other written materials or electronic media, files or communications, which pertain in any manner to the operation of activities undertaken pursuant to an executed Grant. Such books and records shall contain documentation of the Grantee's pertinent activity under this Grant in accordance with Generally Accepted Accounting Principles.
- 8.2.1. Subgrantee/Subcontractor.** Grantee shall monitor its Subgrantees and/or Subcontractors, if any, during the term of this Grant. Results of such monitoring shall be documented by Grantee and maintained on file.
- 8.3. Bonds.** If Project includes construction or facility improvements, Grantee and/or its contractor (or subcontractors) performing such work shall secure the bonds here under from companies holding certificates of authority as acceptable sureties pursuant to 31 CFR Part 223 and are authorized to do business in Colorado.
- 8.3.1. Bid Bond.** A bid guarantee from each bidder equivalent to 5 percent of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder shall, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.
- 8.3.2. Performance Bond.** A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
- 8.3.3. Payment Bond.** A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by statute of all persons supplying labor and material in the execution of the work provided for in the contract.
- 8.3.4. Substitution.** The bonding requirements in this §8.3 may be waived in lieu of an irrevocable letter of credit if the price is less than \$50,000.
- 9. CONSTRUCTION/RENOVATION.** The following subsections shall apply to construction and/or renovation related projects/activities:
- 9.1. Plans & Specifications.** Construction plans and specifications shall be drawn up by a qualified engineer or architect licensed in the State of Colorado, or pre-engineered in accordance with Colorado law, and hired by the Grantee through a competitive selection process.
- 9.2. Procurement.** A construction contract shall be awarded to a qualified construction firm through a formal selection process with the Grantee being obligated to award the construction contract to the lowest responsive, responsible bidder meeting the Grantee's specifications.
- 9.3. Subcontracts.** Copies of any and all contracts entered into by the Grantee in order to accomplish this Project shall be submitted to DOLA upon request, and any and all contracts entered into by the Grantee or any of its Subcontractors shall comply with all applicable federal and state laws and shall be governed by the laws of the State of Colorado.
- 9.4. Standards.** Grantee, Subgrantees and Subcontractors shall comply with all applicable statutory design and construction standards and procedures that may be required, including the standards required by Colorado Department of Public Health and Environment, and shall provide the State with documentation of such compliance.

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

# EXHIBIT E – PROJECT PERFORMANCE PLAN

|   |   |   |
|---|---|---|
| <b>Funding:</b> EIAF  | <b>Name of Grantee</b>  | Town of Hudson  |
| <b>Project Number:</b> 9046   | <b>Name of Project</b>  | Best & Brightest Intern   |
| <b>DESCRIPTION OF PROJECT:</b>  | The Project consists of funding a portion of the salary and benefits costs associated with the employment of an administrative intern for the <b>Town of Hudson</b> . |   |
| <b>DLG Staff:</b>   | Don Sandoval - Regional Manager (970) 679-4501 DS   | Robert Thompson - Regional Assistant (970) 679-4503 RT  |
| <b>MILESTONES – Grantee shall...</b>                                      | <b>By:</b>  | <b>STATE ROLE- DLG shall...</b>   |
| Provide DOLA with job description for the administrative intern position. | Within 60 days of the Effective Date of this Grant Agreement.   | Review job description, including duties and responsibilities to ensure consistency with intent of the Project. Provide feedback to Grantee identifying issues or concerns, if any. |
| Hire the B&B Intern.  | Within 60 days of the Effective Date of this Grant Agreement.   | Assist Grantee with recruiting and hiring process, if necessary. Provide feedback to Grantee identifying issues or concerns, if any.  |
| Project Completion.   | January 31, 2018  | Review past quarterly reports and review final report.  |
|   |   | <b>ACHIEVED: <u>MM/DD/20YY</u></b>  |
|   |   | <b>ACHIEVED: <u>MM/DD/20YY</u></b>  |
|   |   | <b>ACHIEVED: <u>MM/DD/20YY</u></b>  |

|   |   |  |   |
|---|---|--|---|
| <p>Submit <b>quarterly progress reports</b>, which includes: Project Performance Plan accomplishments and a Financial Summary Report for:</p> <p>1<sup>st</sup> Quarter 2016<br/> 2<sup>nd</sup> Quarter 2016<br/> 3<sup>rd</sup> Quarter 2016<br/> 4<sup>th</sup> Quarter 2016<br/> 1<sup>st</sup> Quarter 2017<br/> 2<sup>nd</sup> Quarter 2017<br/> 3<sup>rd</sup> Quarter 2017<br/> <u>4<sup>th</sup> Quarter 2017</u><br/> 1<sup>st</sup> Quarter 2018</p> <p>Progress shall be evaluated by the Grantee and documented and included at least upon submittal of Quarterly Progress Reports. Such evaluation may consist of any/all of the following monitoring methods:</p> <p>a) quarterly meetings with the Intern to evaluate the progress of the Intern and set priorities for the future;<br/> and b) question and answer sessions with the Intern to confirm understanding by all parties as to the nature of the Work and how far along it should be dependent upon the Quarter under review.</p> | <p>(30 calendar days after each quarter):</p> <p>April 30, 2016<br/> July 30, 2016<br/> October 30, 2016<br/> <u>January 30, 2017</u><br/> April 30, 2017<br/> July 30, 2017<br/> October 30, 2017<br/> <u>January 30, 2018</u><br/> April 30, 2018</p> | <p>Review documents and provide follow up technical assistance as necessary.</p> <p>If needed, respond to a request for training within 10 days.</p> | <p><b>ACHIEVED: <u>MM/DD/20YY</u></b></p> <p><b>ACHIEVED: <u>MM/DD/20YY</u></b></p> <p><b>ACHIEVED: <u>MM/DD/20YY</u></b></p> <p><b>ACHIEVED: <u>MM/DD/20YY</u></b></p> |
|---|---|--|---|

|  |   |  |   |
|--|---|--|---|
| <p>Submit, at a minimum <b>quarterly</b> basis, <b>pay requests</b> and supporting documentation of expenses.</p>                  | <p>April 30, 2016<br/> July 30, 2016<br/> October 30, 2016<br/> <u>January 30, 2017</u><br/> April 30, 2017<br/> July 30, 2017<br/> October 30, 2017<br/> <u>January 30, 2018</u><br/> April 30, 2018</p> | <p>Review backup documentation and proof of payment prior to approving pay request. Reimbursement should not exceed pro rata share.</p>  | <p><b>ACHIEVED: <u>MM/DD/20YY</u></b></p> |
| <p>Submit the <b>Project Final Report</b> to DLG within 90 days after the Project Completion or expiration of Grant Agreement.</p> | <p>May 1, 2018</p>  | <p>Provide forms to Grantee within 30 days of completion of work or end of the Grant Agreement. Process the Final Report and deobligate any remaining grant funds within 30 days of receiving a complete Final report.</p> | <p><b>ACHIEVED: <u>MM/DD/20YY</u></b></p> |

## QUARTERLY QUESTIONS

List Reimbursement Requests for the three months being reported on:

**Month**    January    **Amount**

**Month**    January    **Amount**

**Month**    January    **Amount**

Were any months "zero payment" (no costs incurred) during this quarter? If so, please provide an explanation.

What are the forecasted costs for the next quarter?

Are the budget lines still adequate? Is a contract amendment needed at this time? Are there any anticipated concerns or issues?

Do you foresee any potential problems meeting the Grant Agreement completion deadline?

Were previously identified problems (if any) corrected? Was a budget adjustment needed/done to address the problem(s)?

### EXHIBIT G Form of Option Letter

|       |                       |                 |               |
|-------|-----------------------|-----------------|---------------|
| Date: | Original Grant CMS #: | Option Letter # | CMS Routing # |
|-------|-----------------------|-----------------|---------------|

**1) OPTIONS:**

- a. Option to issue a new Budget (§6.2 of Exhibit B) for a Minor Line Item Adjustment (as defined in §4.4.2 of Exhibit B).
- b. Option to issue a new Budget (§6.2 of Exhibit B) for a Minor Budget Adjustment (as defined in §4.5.1 of Exhibit B).
- c. Option to issue a new Budget (§6.2 of Exhibit B) for acceptance of a True-Up Budget Proposal (as defined in §4.5.1.1 of Exhibit B).

**2) REQUIRED PROVISIONS.** All Option Letters shall contain the appropriate provisions set forth below:

- a. **For use with Option 1(a):** In accordance with §7(C)(i) of the Original Grant referenced above between the State of Colorado, acting by and through the Colorado Department of Local Affairs, and **Grantee's Name** ("Grantee"), the State hereby approves the Minor Line Item Adjustment listed on the attached revised Budget for §6.2 of Exhibit B. Section 6.2 of Exhibit B of the Original Grant is hereby deleted and replaced with the attached §6.2 of Exhibit B. All references to §6.2 of Exhibit B in the Original Grant shall refer to the attached Exhibit. Minor Line Item Adjustments shall not increase the Grant Funds or the total amount of the Budget.
- b. **For use with Option 1(b):** In accordance with §7(C)(ii) of the Original Grant referenced above between the State of Colorado, acting by and through the Colorado Department of Local Affairs, and **Grantee's Name** ("Grantee"), the State hereby approves the Minor Budget Adjustment listed on the attached revised Budget for §6.2 of Exhibit B. Section 6.2 of Exhibit B of the Original Grant is hereby deleted and replaced with the attached §6.2 of Exhibit B. All references to §6.2 of Exhibit B in the Original Grant shall refer to the attached Exhibit. Minor Budget Adjustments shall not increase the Grant Funds.
- c. **For use with Option 1(c):** In accordance with §7(C)(iii) of the Original Grant referenced above between the State of Colorado, acting by and through the Colorado Department of Local Affairs, and **Grantee's Name** ("Grantee"), the State hereby approves the True-Up Budget Proposal listed on the attached revised Budget for §6.2 of Exhibit B. Section 6.2 of Exhibit B of the Original Grant is hereby deleted and replaced with the attached §6.2 of Exhibit B. All references to §6.2 of Exhibit B in the Original Grant shall refer to the attached Exhibit. True-Up Budget Proposals shall not increase the Grant Funds.

**3) Effective Date.** The effective date of this Option Letter is upon approval of the State Controller or **Insert start date**, whichever is later.

|  |
|--|
| <b>STATE OF COLORADO</b><br><b>John W. Hickenlooper GOVERNOR</b><br>Colorado Department of Local Affairs |
| By: Irv Halter, Executive Director   |
| Date: _____  |

**ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER**

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

**STATE CONTROLLER**  
**Robert Jaros, CPA**

By: \_\_\_\_\_  
Janet Miks, CPA, Controller Delegate

Date: \_\_\_\_\_

## MEMORANDUM

**3.f.**

**To:** Board of Trustees  
**From:** Joe Racine, Town Administrator  
**Date:** January 6, 2016  
**Subject:** Ordinance No. 15-15, Second Reading, Authorizing sale of old town shop site

### **Attachment**

With the construction of the new public works maintenance facility, the Town has no need for the site for the old shop building at 5<sup>th</sup> Avenue and Cherry Street. The property is 115' x 125' in size, about 1/3 acre. This is enough room for two houses.

Sale of surplus town property requires an ordinance by the Board of Trustees, declaring the property to be surplus and authorizing sale of the property "upon such terms and conditions as the governing body may determine."

Action on this ordinance only makes sale possible. Separate action is required by the Board to actually convey the property. The next agenda item is the agreement with Greeley Area Habitat for Humanity by which the Town would donate the land, taps and fees for the purpose of constructing two Habitat houses for veterans. The Mayor and I have had preliminary discussions with the folks from Habitat and they are very enthusiastic about doing such a project.

ORDINANCE NO.

15-15  
Series of 2015

**TITLE: AN ORDINANCE APPROVING THE CONVEYANCE OF TOWN-OWNED PROPERTY KNOWN AS LOTS 17 THROUGH 20, BLOCK 1, HUDSON HEIGHTS ADDITION, PLUS THE ADJOINING VACATED NORTH FIFTEEN FEET OF FIFTH AVENUE**

BE IT ORDAINED BY THE BOARD OF TRUSTEES FOR THE TOWN OF HUDSON, COLORADO, THAT:

Section 1. The Board of Trustees hereby approves the conveyance of the Town-owned property known as Lots 17 through 20, Block 1, Hudson Heights Addition plus the Adjoining Vacated North Fifteen Feet of Fifth Avenue (the "Property"), and authorizes the Mayor to execute any necessary documents regarding said conveyance.

Section 2. The Board of Trustees further finds pursuant to C.R.S. § 31-15-713(1)(b) that the Property can no longer be held for a valid governmental purpose, and thus the Town is authorized to dispose of the property pursuant to C.R.S. § 31-15-713(1)(b) "upon such terms and conditions as the governing body may determine."

Section 3. Safety Clause. The Town Board of Trustees hereby finds, determines, and declares that this ordinance is promulgated under the general police power of the Town of Hudson, that it is promulgated for the health, safety, and welfare of the public, and that this ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The Board of Trustees further determines that the ordinance bears a rational relation to the proper legislative object sought to be attained.

Section 4. Severability. If any clause, sentence, paragraph, or part of this ordinance or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction invalid, such judgment shall not affect application to other persons or circumstances.

Section 5. Effective Date. This Ordinance shall become effective thirty (30) days after final publication.

INTRODUCED, READ IN FULL, AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

TOWN OF HUDSON, COLORADO

\_\_\_\_\_  
Raymond Patch, Mayor

ATTEST:

\_\_\_\_\_  
Linnette Barker, CMC, Town Clerk

PASSED ON SECOND AND FINAL READING this \_\_\_\_\_ day of \_\_\_\_\_, 2015, AND ORDERED PUBLISHED ONCE IN FULL.

TOWN OF HUDSON, COLORADO

\_\_\_\_\_  
Raymond Patch, Mayor

ATTEST:

\_\_\_\_\_  
Linnette Barker, CMC, Town Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Corey Y. Hoffmann, Town Attorney

## MEMORANDUM

3.g.

**To:** Board of Trustees  
**From:** Joe Racine, Town Administrator  
**Date:** January 6, 2016  
**Subject:** Agreement to donate old public works maintenance building site to Greeley Area Habitat for Humanity

### Attachment

With the approval of Ordinance No. 15-15, the Town is able to dispose of the site of the old public works building at 5<sup>th</sup> Avenue and Cherry Street. As we have discussed, the proposal before the Board is an agreement by which the Town would donate the land and fees to Greeley Area Habitat for Humanity for construction of two houses that would be designated for veterans of the U.S. armed services.

The attached land donation agreement is essentially a real estate purchase/sale agreement. Terms unique to this agreement include:

- Town agrees to donate the land (approximately 1/3 acre) to Greeley Area Habitat for Humanity.
- Depending on Habitat's performance on the agreement, the Town will waive tap fees and other fees and taxes normally associated with the construction of houses.
- Habitat agrees to build by the end of 2016 two houses on the property and to designate them for veterans or active duty members of the U.S. armed services.
- Closing would be completed by February 12<sup>th</sup>, unless extended.

With this agreement and the associated Ordinance No. 15-15 staff can proceed with arrangements to complete the deal. We will also be working on an appropriate ceremonial ground breaking, hopefully this spring.

## DONATION AGREEMENT

This DONATION AGREEMENT ("Agreement") is made this 6th day of January, 2016 by and between the Town of Hudson, a Colorado municipal corporation, (the "Town") and Greeley Area Habitat for Humanity ("HFH"), a Colorado nonprofit corporation.

WHEREAS, the Town owns certain vacant real property (the "Property"), in the County of Weld, State of Colorado, which Property is described in Exhibit A, attached hereto;

WHEREAS, the Board of Trustees has determined that the Property is surplus property which serves no governmental purpose; and

WHEREAS, the Town desires to convey the Property to HFH for HFH to build homes for individuals qualified for homes under HFH guidelines;

NOW THEREFORE, the parties hereto, for themselves, their successors and assigns, in and for the consideration of the performance of the mutual duties and responsibilities set forth herein, the receipt and adequacy of such consideration being hereby acknowledged, do hereby covenant and agree as follows:

### Article 1. Donation.

1. The Town will convey the Property to HFH for the purpose of building homes for qualified individuals and/or families who are veterans or currently serving members of U.S. armed services.

2. The Parties acknowledge and agree that the Property will be used for the public purpose of providing affordable housing and to further the public purpose of HFH.

3. The Town agrees to donate the Property to HFH and HFH agrees to accept the Property from the Town on the terms and conditions set forth herein. In consideration of the Town's transfer of the Property to HFH, HFH shall perform all of its obligations hereunder.

4. For HFH's obligations hereunder, the Town agrees to waive all tap and connection fees associated with the Town's water and sewer systems, building use tax, impact fees and building inspection fees.

5. In consideration of the waiver of fees herein, HFH agrees to build and complete two single-family detached residences on the Property by December 31, 2016. HFH agrees that the initial conveyance of the residences from HFH shall be to qualified individuals/families who are veterans or currently serving members of U.S. armed services.

6. The terms of this Article shall survive closing.

### Article 2. Closing.

7. The conveyance of the Property shall be by quit claim deed. The Parties agree to execute all instruments and documents and to take all actions reasonably necessary and

appropriate to consummate the transfer and donation of the Property and shall use their best efforts to close in a timely manner.

8. Closing shall occur on or before February 12, 2016. If the Closing does not occur on this date or at later date, as mutually agreed upon the Parties, HFH shall have no further right to receive the Property and the Town shall be free to dispose of the Property in any way it sees fit.

9. The Town will be responsible for paying all costs associated with the conveyance of the Property, including all recording costs.

### Article 3. Evidence of Title/Due Diligence Period.

10. Evidence of Title. The Town shall furnish to HFH, at the Town's expense, a current commitment for owner's title insurance policy on or before January 15, 2016 ("Title Deadline"). HFH may require of the Town that copies of instruments (or abstracts of instruments) listed in the schedule of exceptions ("Exceptions") in the title insurance commitment also be furnished to HFH at the Town's expense. This requirement shall pertain only to instruments shown of record in the office of the clerk and recorder of Weld County, Colorado. The title insurance commitment, together with any copies or abstracts of instruments furnished pursuant to this Article 4, constitute the title documents ("Title Documents"). HFH must request, in writing, that the Town furnish copies or abstracts of instruments listed as Exceptions no later than five (5) business days after Title Deadline. Town will pay the title insurance premium at Closing and have the title insurance policy delivered to HFH as soon as practicable after Closing.

11. Title Review. HFH shall have the right to inspect the Title Documents. Written notice by HFH of unmerchantability of title or of any other unsatisfactory title condition shown by the Title Documents shall be signed by or on behalf of HFH and given to the Town on or before January 25, 2016, or within five (5) business days after receipt by HFH of any Title Document(s) or endorsement(s) adding new Exception(s) to the title commitment together with a copy of the Title Document adding new Exception(s) to title. If Town does not receive HFH's notice by the date(s) specified above, HFH accepts the condition of title as disclosed by the Title Documents as satisfactory.

12. Matters Not Shown by the Public Records. The Town shall deliver to HFH, on or before the Title Deadline set forth in this Article 3, true copies of all lease(s) and survey(s) in the Town's possession pertaining to the Property and shall disclose to HFH all easements, liens or other title matters not shown by the public records of which Town has actual knowledge. HFH shall have the right to inspect the Property to determine if any third party(ies) has any right in the Property not shown by the public records (such as an unrecorded easement, unrecorded lease, or boundary line discrepancy). Written notice of any unsatisfactory condition(s) disclosed by the Town or revealed by such inspection shall be signed by or on behalf of HFH and given to the Town on or before January 25, 2016. If the Town does not receive HFH's notice by said date, HFH accepts title subject to such rights, if any, of third parties of which HFH has actual knowledge.

13. Right to Cure. If the Town receives notice of unmerchantability of title or any other unsatisfactory title condition(s) as provided in subsections above, the Town shall use

reasonable effort to correct said unsatisfactory title condition(s) prior to the Expiration of the Due Diligence Period (as defined below). If the Town fails to correct said unsatisfactory title condition(s) on or before the date of February 5, 2016 (the "Expiration of the Due Diligence Period"), this Agreement shall then terminate; provided, however, HFH may, by written notice received by the Town, on or before the Expiration of the Due Diligence Period, waive objection to said unsatisfactory title condition(s).

Article 4. Acknowledgments, Release and Indemnity.

14. HFH Acknowledgements. HFH acknowledges that HFH is accepting the Property solely relying on HFH's own investigation, and the Property is in "As Is" condition with all faults and defects, latent or otherwise. HFH expressly acknowledges that, in consideration of the agreement of the Town herein, and except as otherwise specified herein, the Town makes and has made no representations or warranties, express or implied, or arising by operation of law, including, but not limited to, any warranty as to condition, merchantability or fitness for a particular use or purpose.

15. Release. HFH fully releases and discharges the Town from and relinquishes all rights, claims and actions that HFH may have or acquire against donor which arise out of or are in any way connected with the condition of the property, including without limitation (a) any matter set forth above, (b) the presence of hazardous materials on, under or about any property (including but not limited to any undiscovered hazardous materials located beneath the surface of the property) and (c) violations of any hazardous materials laws pertaining to the property or the activities thereon. This release applies to all described rights, claims and actions, whether known or unknown, foreseen or unforeseen, present or future.

Article 5. General Provisions

16. Notices. Any notice, consent, waiver, request or other communication provided or required to be given under this Agreement shall be in writing and shall be sufficiently given and shall be deemed given when delivered personally or when mailed by certified or registered mail, return receipt requested, postage prepaid, in any event, addressed to the party's address as follows; or as of the immediately following business day after deposit with Federal Express or a similar overnight courier service, charges prepaid; or upon delivery by facsimile (with telephone confirmation of delivery and machine generated proof of transmission) to the facsimile number set forth below:

- a. If to HFH: Leianne Romero, Executive Director  
Greeley Area Habitat for Humanity  
104 North 16<sup>th</sup> Avenue  
Greeley, CO 80631  
Email: admin@greeleyhabitat.org

b. If to the Town: Joseph Racine, Town Administrator  
557 Ash Street  
Box 351  
Hudson, Colorado 80642  
Email: manager@hudsoncolorado.org

with copy to: Corey Y. Hoffmann, Esq.  
Hoffmann, Parker, Wilson & Carberry, P.C.  
511 Sixteenth Street, Suite 610  
Denver, Colorado 80202  
Fax: 303-825-1269  
Email: cyhoffmann@hpwclaw.com

c. or to such party at such other address as such party, by ten (10) days prior written notice given as herein provided, shall designate. Any notice given in any other manner shall be effective only upon receipt by the addressee.

17. Entire Agreement; Modification. This Agreement embodies the entire agreement and understanding between the Town and HFH and supersedes any prior oral or written agreements, relating to this transaction. This Agreement may not be amended, modified or supplemented except in a writing executed by both the Town and HFH. No term of this Agreement shall be waived unless done so in writing by the party benefited by such term.

18. Successors in Interest. This Agreement, including without limitation all representations, warranties and indemnifications, shall be binding upon and inure to the benefit of the parties hereto, their heirs, beneficiaries, personal representatives, successors and assignees. This Agreement shall not be assignable.

19. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado and venue shall be in the County of Weld, State of Colorado.

20. Next Business Day. In the event any date described herein for payment or performance falls on a Saturday, Sunday or holiday, the time for such payment or performance shall be extended to the next business day.

21. Time of the Essence. Time is of the essence under this Agreement.

22. Construction. The rule of strict construction shall not apply to this Agreement. This Agreement shall not be interpreted in favor of or against either the Town or HFH merely because of their respective efforts in preparing it.

23. Binding Effect. This Agreement shall inure to the benefit of and shall bind the respective heirs, executors, administrators, successors and assigns of the Town and HFH.

24. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

25. Parties in Interest. Nothing in this Agreement shall be construed to be for the benefit of any third party, nor is it intended that any provision herein shall be for the benefit of any third party.

26. Further Assurances. As and when reasonably requested by the Town or HFH, each party shall execute and deliver, or cause to be executed and delivered, all such documents and instruments and shall take, or cause to be taken, all such further or other reasonable actions, as such other party may reasonably deem necessary or desirable to consummate the transactions contemplated by this Agreement.

27. Survival. The parties agree that the covenants, representations, warranties and agreements contained herein including, but not limited to, post-Closing obligations the building of single family dwellings and the conveyance of lots and associated dwellings to qualified U.S. military families, shall not merge into the Deed and shall survive the execution of this Agreement and the Closing of the transaction contemplated hereby.

IN WITNESS WHEREOF, the parties to this Donation Agreement approve and acknowledge its terms as of the date and year first written above.

**TOWN:**

**HFH:**

\_\_\_\_\_  
**Raymond Patch, Mayor**

\_\_\_\_\_  
\_\_\_\_\_  
**Name/Title**

ATTEST:

\_\_\_\_\_  
Linnette Barker, CMC, Town Clerk

**Exhibit A**  
**Legal Description of Property**

Lots 17 through 20, Block 1, Hudson Heights Addition, plus the adjoining vacated north 15 feet of 5<sup>th</sup> Avenue, Town of Hudson, County of Weld, State of Colorado.

## MEMORANDUM

**3.h.**

**To:** Board of Trustees  
**From:** Joe Racine, Town Administrator  
**Date:** January 6, 2016  
**Subject:** Ordinance No. 15-16, Second Reading, Affidavits for write-in candidates and cancellation of elections

### **Attachment**

Ordinance No. 15-16 is presented for consideration on Second Reading. The ordinance would amend a portion of the Hudson Municipal Code to coincide with new statutory provisions. The ordinance does the following:

- The deadline for filing of an affidavit of intent to be a write-in candidate is extended from twenty to sixty-four days prior to the election.
- Provides for elections to be cancelled if the only subject is election of persons to office, and if there are not more candidates filed than seats available at the end of the sixty-third day prior to the election. The current code provides for cancellation under those circumstances on the nineteenth day prior to the election.

ORDINANCE NO.

15-16  
Series of 2015

**TITLE: AN ORDINANCE REPEALING AND REENACTING SECTION 2-11 OF THE HUDSON MUNICIPAL CODE REGARDING DEADLINES FOR AFFIDAVITS FOR WRITE IN CANDIDATES AND CANCELLATION OF ELECTIONS**

BE IT ORDAINED BY THE BOARD OF TRUSTEES FOR THE TOWN OF HUDSON, COLORADO, THAT:

Section 1. Section 2-11 of the Hudson Municipal Code is hereby repealed and reenacted to read as follows:

**Sec. 2-11. Write-in candidates.**

(a) The town shall count write-in votes for any municipal office subject to subsection (b) below.

(b) No write-in vote for any municipal office shall be counted unless an affidavit of intent has been filed by the person whose name is written in not later than sixty four (64) days before the day of the municipal election. The affidavit of intent shall indicate that the person desiring the office is qualified to assume the duties of that office if elected.

(c) If the only matter before the voters is the election of persons to office, and if, at the close of business on the sixty third (63<sup>rd</sup>) day before the election, there are not more candidates than offices to be filled at such election, including candidates filing affidavits of intent pursuant to subsection (b) above, the town clerk, if instructed by resolution of the board of trustees either before or after such day, shall cancel the election. If there are any candidates, the board of trustees shall by resolution declare the candidates elected. Upon such declaration, the candidates shall be deemed elected. Notice of such cancellation shall be published, if possible, to inform the electors of the town, and notice of such cancellation shall be posted at each polling place and in not less than one (1) other public place in the town.

Section 2. Safety Clause. The Town Board of Trustees hereby finds, determines, and declares that this ordinance is promulgated under the general police power of the Town of Hudson, that it is promulgated for the health, safety, and welfare of the public, and that this ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The Board of Trustees further determines that the ordinance bears a rational relation to the proper legislative object sought to be attained.

Section 3. Severability. If any clause, sentence, paragraph, or part of this ordinance or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction invalid, such judgment shall not affect application to other persons or circumstances.

Section 4. Effective Date. This Ordinance shall become effective thirty (30) days after final publication.

INTRODUCED, READ IN FULL, AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2015.

TOWN OF HUDSON, COLORADO

\_\_\_\_\_  
Raymond Patch, Mayor

ATTEST:

\_\_\_\_\_  
Linnette Barker, CMC, Town Clerk

PASSED ON SECOND AND FINAL READING this \_\_\_\_ day of \_\_\_\_\_, 2015, AND ORDERED PUBLISHED ONCE IN FULL.

TOWN OF HUDSON, COLORADO

\_\_\_\_\_  
Raymond Patch, Mayor

ATTEST:

\_\_\_\_\_  
Linnette Barker, CMC, Town Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Corey Y. Hoffmann, Town Attorney

## MEMORANDUM

3.i.

**To:** Board of Trustees  
**From:** Joe Racine, Town Administrator  
**Date:** January 6, 2016  
**Subject:** Professional Services Agreement, RKG, Inc., Town Hall owner's representative

### Attachment

Attached is a letter agreement between the Town and RKG, Inc., for owner's representative services on the new town hall project. RKG is the company name for Kevin Gibbs, the owner's representative on the new library and the advisor to the Town on the new public works facility. Kevin did a very good job for the Town and for the Library Board on both of those projects.

The agreement provides for hands-on management of a wide range of services related to the pre-through post-construction phases of the project. Any work performed by Mr. Gibbs prior to the final signing of the grant contract (Probably in January) would not be grant reimbursable, and would for that reason be kept to a minimum. However, in order to prepare for the project, it is prudent to have him under contract in the event that there are any early items that would benefit from his advice.

The not-to-exceed cost of his services would be \$50,960 for up to 560 hours of service. Billings would be for actual hours of service. The cost of these services is included in the grant budget.

The Town Attorney has reviewed the agreement. Mr. Gibbs has provided evidence of insurance and added the Town as an additional insured.



21 December 2015

Joe Racine  
Town of Hudson  
557 Ash Street  
Hudson, CO 80642

Reference: Town Hall  
Letter of Engagement

Dear Joe:

This Letter of Engagement will describe the limits of RKG, Inc.'s role during the Phase 2 (final design & construction phase) of the Town Hall project on South Beech in Hudson.

Scope:

- RKG will be available for no more than 560 hours for 56 weeks starting 1-7-16 and conclude on or about 1-31-17.
- RKG will prepare a Request for Proposal to acquire General Contractor services, including the use of Construction Manager/General Contractor (CM/GC) methodology, and including my non-voting participation in selection and interview processes.
- RKG will assist in developing and reviewing the contract for the General Contractor.
- RKG will prepare a comprehensive project budget.
- RKG will prepare a comprehensive project schedule.
- RKG will participate in weekly design team meetings as needed.
- RKG will prepare requests for proposals for additional consulting services to include, but not limited to, surveying, soils testing, material testing, interior furnishings, telephone systems, and security systems.
- RKG will prepare written review of final construction documents.
- RKG will attend appropriate meetings with agencies during the design review process.
- RKG will review the Architect and General Contractor's estimate of construction cost.
- RKG will represent the Owner for all construction-related communications.
- RKG will attend weekly jobsite meetings with Contractor & Architect. The Contractor will lead meetings, and Contractor will produce meeting minutes.
- RKG will monitor the movement of documents.
- RKG will observe the project site 1 to 3 times per week for quality and progress.
- RKG will keep a brief record of construction activities.
- RKG will notify the Contractor of any apparent non-conformance with contract documents via telephone, e-mail or personal visit.
- RKG will review and recommend for payment amounts owing to the Architect, Contractor and other vendors.
- RKG will review and recommend approval of change orders.
- RKG will maintain permanent project files.
- RKG will participate in the Architect's final inspection of the work.
- RKG will monitor Contractor's completion of "punchlist" repairs identified at time of Substantial Completion punchlist. Town Staff to identify, communicate and monitor all warranty repairs, including any additional non-warranty repairs discovered after date of Substantial Completion.
- RKG will advise Owner on resolution of claims and disputes with Architect or Contractor.

- RKG will prepare final report on budget and schedule performance.
- RKG will archive the "as-built" drawings and project files.
- RKG will obtain all operating and maintenance manuals and related close-out materials.

Billing Rates:

- RKG will invoice Town on a monthly basis.
- RKG will invoice the Town for actual hours worked at the rate of \$91.00/hour. Maximum billable amount will be \$50,960.00 if the full 560 hours are requested.

Please review this Letter of Engagement. Should the Town agree and wish to proceed, please sign the letter below and return a scan of the signed letter to RKG via email ([rk.gibbs@yahoo.com](mailto:rk.gibbs@yahoo.com)).

Thank you again for this opportunity.

Sincerely,



R. Kevin Gibbs  
President

Agreed to by Town of Hudson: \_\_\_\_\_ Date \_\_\_\_\_  
Joe Racine, Town Manager

**MEMORANDUM**

**3.j.**

**To:** Board of Trustees  
**From:** Joe Racine, Town Administrator  
**Date:** January 6, 2016  
**Subject:** Ordinance No. 16-01, First Reading, Creating the Department of Public Safety

**Attachment**

Establishment of the new police function in the Town requires adoption of policies and procedures that will authorize and govern that function. Ordinance No. 16-01 amends the Hudson Municipal Code to establish a new "Department of Public Safety" that would be managed by the new Town Marshal.

In addition to recognizing the position of Town Marshal, the ordinance provides for hiring of deputies. It requires an oath of office and specifies the duties of all members of the Department to enforce municipal ordinances and laws of the State.

ORDINANCE NO.

16-01  
Series of 2016

**TITLE: AN ORDINANCE AMENDING THE HUDSON MUNICIPAL CODE BY  
CREATING THE DEPARTMENT OF PUBLIC SAFETY**

BE IT ORDAINED BY THE BOARD OF TRUSTEES FOR THE TOWN OF HUDSON,  
COLORADO, THAT:

Section 1. The Town of Hudson Municipal Code is hereby amended by the addition thereto of a new Article 18 of Chapter 2 entitled Department of Public Safety, to read as follows:

**ARTICLE 18**

**Department of Public Safety**

**Sec. 2-240. Creation; composition.**

There is hereby created a Department of Public Safety which shall consist of one (1) Town Marshal, and as many deputy marshals as may from time to time be deemed necessary for the safety and good order of the Town.

**Sec. 2-241. Departmental rules and regulations.**

The Department of Public Safety shall be operated and managed in accordance with such departmental rules and regulations as may from time to time be adopted by the Board of Trustees.

**Sec. 2-242. Town Marshal; appointment; powers and duties.**

(a) The Town shall employ a Town Marshal, who shall be the head of the Department of Public Safety. It shall be the duty of the Town Marshal to:

(1) See that the ordinances of the Town and the laws of the State are duly enforced and the rules and regulations of the Department of Public Safety obeyed, and perform such duties as may be required by the Board of Trustees.

(2) Direct the operations of the Department of Public Safety, subject to the rules and regulations thereof.

(3) Render such accounts of the Department of Public Safety, his or her duties and receipts as may be required by the Board of Trustees, and keep the records of his or her office open to inspection by the Board of Trustees.

(b) Before entering upon the duties of such office, the Town Marshal shall take and subscribe to an oath that he or she will support the Constitution and laws of the State, the Constitution of the United States and ordinances of the Town, and that he or she will faithfully perform the duties of the office upon which he or she is about to enter.

**Sec. 2-243. Duties of deputy marshals.**

All members of the Department of Public Safety shall have power and duties as follows:

(a) They shall perform all duties required by the Town Marshall.

(b) They shall suppress all riots, disturbances and breaches of the peace and apprehend all disorderly persons in the Town.

(c) They shall be the enforcement officers of the Town, and shall see that the provisions of the ordinances of the Town and the laws of the State are complied with. They shall be authorized to arrest without process all persons engaged in the violation in their presence of any provision of the ordinances of the Town or the laws of the State.

(d) They shall execute and return all writs and processes to them directed by the Municipal Judge in any case arising under a Town ordinance.

(e) Before entering upon the duties of his or her office, each deputy marshal shall take and subscribe an oath that he or she will support the Constitution and laws of the State, the Constitution of the United States and the ordinances of the Town, and that he or she will faithfully perform the duties of the office upon which he or she is about to enter.

Section 2. Safety Clause. The Town Board of Trustees hereby finds, determines, and declares that this ordinance is promulgated under the general police power of the Town of Hudson, that it is promulgated for the health, safety, and welfare of the public, and that this ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The Board of Trustees further determines that the ordinance bears a rational relation to the proper legislative object sought to be attained.

Section 3. Severability. If any clause, sentence, paragraph, or part of this ordinance or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction invalid, such judgment shall not affect application to other persons or circumstances.

Section 4. Effective Date. This Ordinance shall become effective thirty (30) days after final publication.

INTRODUCED, READ IN FULL, AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

TOWN OF HUDSON, COLORADO

\_\_\_\_\_  
Raymond Patch, Mayor

ATTEST:

\_\_\_\_\_  
Linnette Barker, CMC, Town Clerk

PASSED ON SECOND AND FINAL READING this \_\_\_\_\_ day of \_\_\_\_\_, 2016, AND ORDERED PUBLISHED ONCE IN FULL.

TOWN OF HUDSON, COLORADO

\_\_\_\_\_  
Raymond Patch, Mayor

ATTEST:

\_\_\_\_\_  
Linnette Barker, CMC, Town Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Corey Y. Hoffmann, Town Attorney

## MEMORANDUM

**3.k.**

**To:** Board of Trustees  
**From:** Brent Flot, Public Safety Director  
**Date:** January 6, 2016  
**Subject:** Discussion: Ratification, Indirect Law Enforcement Service Agreement

The Law Enforcement Service Agreement is needed to provide the town with emergency services when a Hudson Marshal isn't on duty. The Board previously approved this agreement through a telephone poll in order to have in place prior to January 1, 2016. This meeting is to ratify that informal approval.

It states the Weld County Sheriff's Office will respond to in progress calls and any call where there is a disturbance of the peace.

The Weld County Sheriff's Office will not process the call/incident, but will wait until the Hudson Marshal's Office is at the scene.

I will be at the meeting to answer any questions you may have.

## LAW ENFORCEMENT SERVICE AGREEMENT

THIS AGREEMENT is made and entered into this 01 day of January, 2016 by and between the COUNTY OF WELD, by and through the Board of County Commissioners of Weld County, on behalf of the Weld County Sheriff, whose address is P.O. Box 758, 1950 "O" Street, Greeley, CO 80631, hereinafter referred to as "the Sheriff," and the **TOWN OF HUDSON** whose address is 557 Ash Street, PO Box 351 Hudson CO 80642, hereinafter referred to as the "the Town."

WITNESSETH:

WHEREAS, the Town is authorized by statute to, among other things, regulate the police of the municipality and pass and enforce all necessary police ordinances, and to, among other things, regulate the streets, to prevent and suppress riots, routs, affrays, noises, disturbances, disorderly assemblies in any public or private place, and to prevent fighting and all disorderly conduct within the boundaries of the Town, pursuant to Section 31-15-401, C.R.S., and

WHEREAS, Section 31-4-306, C.R.S., provides for a town marshal for the municipality, who shall have the same power that the Sheriff has by law, coextensive with the county in cases of violation of the Town's ordinances, for offenses committed within the limits of the Town, and

WHEREAS, the Town, in exercising its general police power as above referenced, is desirous of entering into an agreement with Sheriff for the performance of law enforcement services over and above the regular law enforcement service which may be otherwise provided by the Sheriff, and for services of a town marshal, and

WHEREAS, the Sheriff is willing to render such additional service and law enforcement protection on the terms and conditions set forth in this Agreement, and

WHEREAS, such agreements are authorized by Section 29-1-203 CRS and the Weld County Home Rule Charter, Article II, Sections 2-3.

NOW THEREFORE, for and in consideration of the mutual covenants, conditions, and promises contained herein, the parties hereto agree as follows:

A. COUNTY SHERIFF RESPONSIBILITIES:

1. Services To Be Provided by the Sheriff. Subject to the financial and time limits as hereinafter set forth in Schedule D, and in any other provisions of this Agreement, the services to be provided by the Sheriff shall be as follows:
  - a. Indirect Patrol Services. Indirect Patrol Services may be referred to as "Indirect Services" in this Agreement.
    - i. Indirect Services shall consist of the following: Sheriff shall provide to Town patrol services at such times that are not scheduled pursuant to Paragraph 1.a.i.,

above, which may include, but not be limited to, business checks, responding to activated alarms, and the initial response to traffic accidents. Sheriff will also respond to calls concerning all types of crimes or alleged crimes within the Town which are dispatched to the Sheriff for response. Indirect services also include time incurred by any Sheriff's Deputy for appearances or testimony required by Town for any Municipal, County, or District Court proceeding or the investigation and prosecution of any case where such Deputy is not performing scheduled Direct Services (see Paragraphs D.2, D.3, and D.4 below) . Town shall be responsible for payment for any such Indirect Services thus rendered, pursuant to the terms of this Agreement.

- ii. Indirect Services are provided on call as needed or dispatched. Calls will be dispatched according to the priority schedule utilized by the Weld County Regional Communications Center.
  - iii. The cost for Indirect Services shall be the hourly rate set forth in Schedule D.
  - iv. If Town secures its own Law Enforcement official with arrest powers, the only service that will be provided is emergency and in progress call responses. Sheriff's Deputy will contact the on-call Law Enforcement Official to take over the call, if such call becomes criminal. Response to emergency and in progress calls shall be billed at the hourly rate set forth in schedule D.
- b. Town Marshal Services. Sheriff shall provide to Town, within its corporate limits, either as a part of Direct or Indirect Services provided, the correlative law enforcement services of "Town Marshal," as authorized by Section 31-4-306 C.R.S., and as hereinafter limited or expanded by this Agreement. Such services shall hereafter be referenced as "Town Marshal Services." Specifically, so long as Town has an established Municipal Court, during the term of this Agreement, any Deputy or Deputies designated by Sheriff to act pursuant to this Agreement will also act as Town Marshal for Town, and will enforce the duly enacted Town ordinance sections listed in Schedule A, attached hereto and incorporated herein by reference. The parties acknowledge that Sheriff's Deputies are authorized to write offenses into the Town's Municipal Court only so long as this Agreement is in effect. Town shall provide Sheriff with any and all amendments to the Town Ordinance sections designated on Schedule A immediately upon their enactment by Town. However, the Sheriff's Deputies shall not enforce the Town Ordinance section violations designated in Schedule A which carry penalties more severe than a petty offense as defined at Section 18-1.3-503 CRS. Such more serious offenses shall be enforced by the Sheriff Deputies through the corresponding Colorado State Statutes in the County and District Courts of Weld County.
- c. Exceptions to Service. Sheriff shall not impound, contain, or transport animals-at-large, enforce animal-at-large ordinances of the Town, enforce any violations of rubbish or zoning ordinances, or collect trash dumped or deposited in violation of the

Town Ordinances in the absence of a separate written agreement for such services.

2. Labor and Equipment. Except as described in Paragraph B.4. below, Sheriff shall furnish and supply all labor, supervision, training, equipment, communications facilities for dispatch, and all supplies necessary for the provision of the additional level of law enforcement services to Town as set forth in this Agreement. Town shall not be liable for the direct payment of salaries, wages, or other compensation to Sheriff personnel performing the services on behalf of the Sheriff. Sheriff shall provide the necessary workers' compensation coverage and unemployment compensation coverage for Sheriff's employees who are designated to fulfill the terms of this Agreement. In addition, Sheriff is responsible to pay the Federal and State Income Tax withholdings for all Sheriff employees designated to fulfill the terms of this Agreement. The standards and procedures for performance of the terms of this Agreement, the discipline of Sheriff's Deputies fulfilling the terms of this Agreement, the performance standards, policies, and procedures applicable to Deputies, and other matters incidental to the performance of the terms of this Agreement, shall at all times remain exclusively vested in the Sheriff and not in Town, its officers and agents. Generally, performance standards, procedures, and discipline for those Deputies performing the terms of this Agreement shall be consistent with the performance standards, procedures, and discipline required of Deputies providing service in unincorporated areas of Weld County.
3. Monthly Report. The Sheriff shall provide a monthly report to the Town detailing the dates, times of law enforcement, and public service activities provided to the Town pursuant to this Agreement. An example of the format of and information contained in the monthly report is contained in Schedule B, attached hereto and incorporated herein by reference.
4. Availability of Sheriff. Upon request of the Town Board, the Sheriff or his designee shall appear before the Town Board on no more than one (1) occasion per month for purposes of administering this Agreement. Appearances by the Sheriff or his designee in excess of this one (1) appearance per month shall be assessed to the Town as hourly service at the hourly rate set forth in Schedule D below.
5. Sheriff Contact Person. The Sheriff or his designee shall act as the Sheriff Contact Person for purposes of the administration of this Agreement. Until further notice is received, the Sheriff Contact Person shall be the individual named in Schedule C, attached hereto and incorporated herein by reference. Any change in the Sheriff Contact Person shall be effective upon ten (10) days advance written notice to the Town Agreement Monitor, referenced in Paragraph 19 below. The Sheriff Contact Person and the Town Agreement Monitor shall work toward the common purpose of enhancing the effectiveness of law enforcement in the Town. It is understood that the Sheriff Contact Person shall forward all concerns from Sheriff in relation to this Agreement to the Town Agreement Monitor. The Town Agreement Monitor shall make all reasonable efforts to respond to such concerns and to take prompt action to address such concerns.

B. SERVICES TO BE PROVIDED BY THE TOWN:

1. Municipal Court. The Town acknowledges that the Sheriff's enforcement of the Town ordinances attached to this Agreement in Schedule A is conditioned upon the Town establishing and maintaining a municipal court pursuant to the applicable provisions of the Town ordinances, the Town charter (if applicable), the Constitution and laws of the State of Colorado, and of the Constitution of the United States.
2. Town Facilities. The Town agrees to provide at no cost to Sheriff liberal access to Town Hall facilities for administrative use such as interviews and completion of reports.
3. Town Agreement Monitor. In order to administer this Agreement effectively, the Town shall designate an Agreement Monitor. Until further notice is received, the Town Agreement Monitor shall be the individual named in Schedule C. Any change in the Town Agreement Monitor shall be effective upon ten (10) days advance written notice to the Sheriff Contact Person. The Town Agreement Monitor and the Sheriff Contact Person shall work toward the common purpose of enhancing the effectiveness of law enforcement services in the Town. The Town Agreement Monitor shall forward all complaints or concerns from the Town in relation to this Agreement to the Sheriff Contact Person. The Sheriff Contact Person shall make all reasonable efforts to respond to complaints and/or concerns and to take prompt action to address the complaints and concerns.
4. Equipment and Supplies. The Town, at its sole cost, shall provide and maintain the following items for use by any Deputy providing services pursuant to this Agreement:
  - a. Administrative supplies specific to the Town, such as forms, summons books, maps, etc.
  - b. A telephone landline.

The Town in its own discretion may provide a cell phone at the Town's sole expense for use by any Deputy providing Direct Services.

C. MISCELLANEOUS PROVISIONS:

1. Town Hall. The Town acknowledges that this Agreement in no way affects the Town's general police power to establish and erect a Town jail. The Town also acknowledges that this Agreement does not constitute the consent of the Board of County Commissioners of Weld County for the use of the Weld County Jail for the confinement and punishment of Town ordinance offenders. See Sections 31-15-401(1)(j) and (k), C.R.S., as amended.
2. Ordinance Fines. Any and all fines collected as a result of violations of the Town Ordinances shall be paid to the Town for uses to be determined by the Town.

3. Agreement Term. This Agreement shall be effective upon final execution by the appropriate officers of both parties. The term of this Agreement shall be from the date of final execution to and until **2359 HRS ON DECEMBER 31, 2016**, and shall be renewed automatically on a year-by-year basis thereafter unless sooner terminated by either party in writing served upon the other party no later than sixty (60) days prior to the expected date of termination. This Agreement shall be reviewed for renewal by both parties on or about October 1<sup>st</sup> of each year. Any renewal of this Agreement shall be subject to changes in the Direct Services and Indirect Services rates as provided by the Sheriff's Office and in the maximum contract amount, which are set forth in Schedule D attached hereto and incorporated herein by reference. Sheriff agrees to notify Town of any expected changes in said rate schedule at least ninety (90) days prior to the annual renewal date hereof, and such notification shall automatically serve as amendment to Schedule D without the requirement of further formal action. The final version of Schedule D for the new year shall be provided by the Sheriff to both parties.
4. Termination. This Agreement may be unilaterally terminated by either party at any time, with or without cause, by sixty (60) days written notice delivered to the other party in accordance with the provision concerning Notices or as otherwise provided in this Agreement. The Town shall be obligated to pay any and all outstanding invoices delivered to it for services performed by the Sheriff regardless of whether notice of termination has been served.

D. COST AND REIMBURSEMENT:

1. Contract Amount. Except as otherwise provided in this Agreement, all Direct Services and Indirect Services rendered to the Town by the Sheriff pursuant to the terms of this Agreement shall be billed to the Town at the Direct Services Rate and/or the Indirect Services per hour rate specified in Schedule D, which rate shall reimburse Sheriff 100% of all costs incurred as a result of Sheriff providing Direct and Indirect Services pursuant to this Agreement. If a Deputy assigned to provide Direct Service is unavailable pursuant to a county leave benefit, the Town shall continue to be responsible for the full amount under the contract. The Sheriff will have no obligation to provide another Deputy to perform Direct Services in the event one of the assigned deputies is absent due to a county leave benefit. The Town may set forth on Schedule D a maximum amount the Town has authorized for the term of this Agreement for payment for services provided pursuant to this Agreement. If the maximum amount set forth on Schedule D for payment of services is billed prior to the expiration of the term of this Agreement, unless an amendment to this Agreement authorizing an additional amount for the payment of the services described herein is entered into by both parties, the Sheriff shall no longer be obligated to provide such services. In that case, the Sheriff would then provide only such services to the Town which the Sheriff would normally otherwise provide in the enforcement of Colorado statutes.
2. Municipal Court Appearances. The Town shall reimburse the Sheriff for any required Municipal Court appearances by Sheriff's Deputies who are not performing scheduled

Direct Services. Each Municipal Court appearance by a Sheriff's Deputy shall be billed at the minimum rate of two hours of Deputy service time even if the appearance required less than two hours. If the appearance requires more than two hours, the Town shall reimburse the Sheriff for the actual time of the appearance at the hourly rate specified in Schedule D.

3. Weld County Court and Weld District Court Appearances. The Town shall reimburse appearances by Sheriff's Deputies in Weld County Court or Weld District Court in those cases where the alleged violation occurred within the incorporated limits of the Town and where such Deputies are not performing scheduled Direct Services.
4. Investigation and Prosecution Expenses. Town shall be required to reimburse Sheriff only for time and expenses incurred by the initial responding Deputy associated with the investigation and prosecution of violations of Colorado Statutes, where such Deputy is not performing scheduled Direct Services. There shall be no charge for any time or expenses incurred by any additional responding Deputies associated with the investigation and prosecution of violations of Colorado Statutes. The Town shall be required to reimburse the Sheriff for actual time and related expenses associated with each Deputy conducting an investigation of Town ordinance violations and administrative investigations, including, but not limited to, liquor licensing hearings, where each such Deputy is not performing scheduled Direct Services. Reimbursement by the Town to the Sheriff shall be at the hourly rate referenced in Schedule D, when time for such investigations is required in addition to the regularly scheduled directly committed patrol services.
5. Billing Dates. Bills will be created at the first of every month and will be due within 30 days.
  - a. Direct Services Billing. The cost for Direct Services, as described in Schedule D, shall be billed in equal increments over the term of this Agreement while the Sheriff's Office has a Deputy, or Deputies, on staff specifically designated for the Town.

Billing will be prorated for times when the Sheriff's office does not have a Deputy, or Deputies, on staff specifically designated for the Town.
  - b. Indirect Services Billing. The billing statement shall identify the dates and times when Indirect Services were provided and the case/incident number if available. Indirect service will be billed with the direct billing service the month after the indirect service was performed.
6. Payment Dates. The Town hereby agrees to pay each statement within thirty (30) days. If payment from the Town is not received by the thirtieth (30<sup>th</sup>) day referenced above, the Sheriff may, in his discretion, terminate all service under this Agreement. Written notice of this immediate termination shall be provided by the Sheriff to the Town and to the Board of County Commissioners of Weld County, pursuant to Paragraph C.4., above.

7. Notices. Any notice provided for in this Agreement shall be in writing and shall be served by personal delivery or by certified mail, return receipt requested, postage prepaid, to the Town Agreement Monitor or the Sheriff Contact Person at the addresses set forth in Schedule C, attached hereto and incorporated herein by reference, until such time as written notice of a change is received from the other party. Any notice so mailed and any notice served by personal delivery shall be deemed delivered and effective upon receipt or upon attempted delivery. This method of notification shall be used in all instances.
8. Responsibility for Legal Proceedings. The Town shall be responsible for defending itself, its officers, and employees in any civil action brought against the Town, its officers, and employees by any person claiming injury and damages as a result of the performance of this Agreement. Likewise, the Sheriff shall be responsible for defending itself, its officers, and employees in any civil action brought against the Sheriff, its officers, and employees by any person claiming injury and damages as a result of the performance of this Agreement. The Town, its officers and employees shall not be deemed to assume any liability for intentional or negligent acts, errors or omissions of the Sheriff, or any officer or employee thereof, arising out of the performance of this Agreement. Likewise, the Sheriff, his or her officers and employees shall not be deemed to assume any liability for intentional or negligent acts, errors, or omissions of the Town, or any officer or employee thereof, arising out of the performance of the terms of this Agreement.
9. No Third Party Enforcement. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relative to such enforcement, shall be strictly reserved to the Town and the Sheriff, and nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any other person on this Agreement. It is the express intention of the Town and the Sheriff that any entity, other than the Town or the Sheriff receiving services or benefits or who is otherwise affected by the performance of the terms of this Agreement shall be deemed an incidental beneficiary only.
10. Modification and Breach. This Agreement and the attached Schedules contain the entire agreement and understanding between the parties and hereby supersedes any other agreements concerning the subject matter of this transaction, whether oral or written. No modification, amendment, innovation, renewal, or other alteration of or to this Agreement and the attached Schedules shall be deemed valid or of any force or effect whatsoever, unless mutually agreed upon in writing by the parties. No breach of any term, provision, or clause of this Agreement and the attached Schedules shall be deemed waived or excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent, waiver of, or excuse for any other different or subsequent breach.
11. Severability. If any term or condition of this Agreement shall be held to be invalid, illegal, or unenforceable, this Agreement shall be construed and enforced without such a

provision, to the extent this Agreement is then capable of execution within the original intent of the parties.

12. Budget Constraints. No portion of this Agreement shall be deemed to create an obligation on the part of the County of Weld, State of Colorado, or the Sheriff's Office, to expend funds not otherwise appropriated during the term of this Agreement.
13. Employment Status and relationship of parties. All Deputies providing services pursuant to this Agreement shall at all times be considered an employee of Weld County and shall maintain the status of independent contractor with respect to the Town. All Deputies will be exclusively subject at all times during the performance of this Agreement to the ordinances, policies, procedures, rules, regulations, directives, and orders of Weld County and the Weld County Sheriff's Office. All Deputies providing services pursuant to this Agreement shall be supervised exclusively by the Weld County Sheriff's Office

Furthermore, it is mutually agreed and understood that nothing contained in this Agreement is intended, nor shall be construed in any way, to establish the relationship of co-partners or a joint venture between the Parties. It shall also not be construed that the Town, including its officers, agents, volunteers and employees, are employees or agents of Weld County or the Weld County Sheriff's Office. The Town shall not represent that any Deputy providing services is an employee or agent of the Town.

14. Non-Waiver OF Governmental Immunity. Nothing in this Agreement shall be construed as a waiver by either of the Parties of the immunity provided by common law or by statute, specifically including the Colorado Governmental Immunity Act, Section 24-10-101. et.seq. C.R.S., as currently exists or hereafter amended.
15. Interruptions. Neither party to this Agreement shall be liable to the other for delays in delivery or failure to deliver or otherwise to perform any obligation under this Agreement, where such failure is due to any cause beyond its reasonable control, including but not limited to Acts of God, fires, strikes, war, flood, earthquakes or Governmental actions.
16. Compliance with Law. Contract Professional shall strictly comply with all applicable federal and state laws, rules and regulations in effect or hereafter established.



## SCHEDULE A

The Weld County Sheriff shall enforce only the following listed Sections of the attached ordinances of the Town:

Model Traffic Code.

Only those ordinances comparable to the Colorado State Statutes.

**SCHEDULE B**

The attached document is a sample of the Monthly Report form to be provided by County to Town pursuant to this Agreement:

Common Contract Billing by date.

**SCHEDULE C**

1. Until further notice is received, the County Contact Person shall be:

**Lieutenant Todd Deutsch  
Weld County Sheriff's Office  
1950 O Street  
Greeley, CO 80631  
970-356-4015, ext. 2837**

2. Until further notice is received, Towns Agreement Monitor shall be:

**Joe Racine  
Town Administrator  
Town of Hudson  
557 Ash Street, PO Box 351  
Hudson CO 80642  
303-536-9311**

## **SCHEDULE D**

1. The hourly rate comprising the contract amount of this fiscal agreement during the initial term of the Agreement, and until further notice as set forth in the Agreement, shall be **\$58.33** per hour per Deputy for Indirect Services performed.
  
2. The maximum amount to be billed to the Town by the Sheriff for Indirect services shall be **\$25,000** for the fiscal year **2016**. If the maximum amount is billed prior to the expiration of the term of this Agreement, unless an amendment to this Agreement authorizing an additional amount for the payment of the services described herein is entered into by both parties, the Sheriff shall no longer be obligated to provide such services. In that case, the Sheriff would then provide only such services to the Town which the Sheriff would normally otherwise provide in the enforcement of Colorado statutes.

## MEMORANDUM

**3.1.**

**To:** Board of Trustees  
**From:** Brent Flot, Public Safety Director  
**Date:** January 6, 2016  
**Subject:** Discussion: User Agreement CJIS Computer Systems and CBI

The CJIS (Criminal Justice Information System) is a system that allows law enforcement to obtain criminal, civil, and drivers licensing information.

The agreement allows the town to apply for a ORI (Originating Agency Identifier) number. The number is needed for evidence submitted to the CBI (Colorado Bureau of Investigation). The number is specific to the town.

The ORI number is needed for the RMS (Record Management System). It allows for the transfer of information to the NIBRS (National Incident Based Reporting System) and UCR (Uniform Crime Reporting) indexes.

I will be at the meeting to answer any questions you may have.



## AGENCY USER AGREEMENT CJIS COMPUTER SYSTEMS COLORADO BUREAU OF INVESTIGATION

### 1. Purpose:

The purpose of this User Agreement is to outline the responsibilities the Colorado Bureau of Investigation (CBI) maintains as the operating agency of the Colorado Crime Information Center (CCIC), the National Crime Information Center (NCIC), the International Justice and Public Safety Network (Nlets), and the National Data Exchange (N-DEX) Criminal Justice Information Systems. These systems are collectively referred to as the CBI-CJIS Systems. The CBI agrees to furnish to the Criminal Justice Agency (CJA), hereafter called the Agency, criminal justice information through the CBI-CJIS Systems subject to the provisions contained herein.

### 2. Policy:

The CBI adopts the policies of the Federal Bureau of Investigation (FBI) Criminal Justice Information System (CJIS) Division, including the CJIS Security Policy as the standard for all Colorado CJIS systems. Additionally, all operating policies, manuals and procedures specific to CCIC, NCIC, Nlets and N-DEX are incorporated by reference. It is the CBI policy that all data contained within the CCIC, NCIC, Nlets and N-DEX computer systems is considered Criminal Justice Information (CJI) and may only be accessed for an authorized criminal justice purpose. Nlets data shall be presumed to be CJI with the exception of driver's license and motor vehicle registration information.

The CBI maintains and operates the CCIC computer system under shared management pursuant to this Agency User Agreement. A Terminal Agency Coordinator is designated for each agency, and is responsible for that agency's use, security and personnel operating CJIS systems. All parties will operate in accordance with Colorado and Federal law; this Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Colorado. This Agency User Agreement shall not be amended; any revision will require a new version of this agreement produced by CBI and signed by all parties.

### 3. Definitions:

**Agency:** A criminal justice agency subject to the included standards through this agreement

**Agency Head:** The Chief, Sheriff, District Attorney, or the member of the agency appointed as the authority responsible for the operations of the agency.



**Agency Personnel:** Individuals working for the agency in any capacity, including employees, volunteers, vendor support staff and contract staff

**BWA:** Board of Working Advisors

**BED:** Board of Executive Directors

**CBI:** Colorado Bureau of Investigation

**CCIC:** Colorado Crime Information Center

**CJA:** Criminal Justice Agency

**CJI:** Criminal Justice Information

**CJIS:** Criminal Justice Information Systems

**CJIS System:** Any computer system containing information derived from CCIC, NCIC or N-DEX

**CORA:** Colorado Open Records Act

**CSA:** CJIS Systems Agency

**DPPA:** The United States Drivers Privacy Protection Act – Title 18 of the United States Code, Section 2721

**FBI:** Federal Bureau of Investigation

**Individual User:** An employee of a CJA with access to CJIS information

**LASO:** Local Agency Security Officer

**LEA Interface:** Law Enforcement Agency Interface – Any system connected to CCIC which provides operators with access to CJIS systems

**NCIC:** National Crime Information Center

**N-DEX:** National Data Exchange

**Nlets:** International Justice and Public Safety Network, formerly the National Law Enforcement Telecommunications Network

**Operator:** An individual user of CJIS data with direct access to CJIS systems

**ORI:** Originating Agency Identifier

**TAC:** Terminal Agency Coordinator, also referred to as the CCIC Coordinator

**Terminal Agency:** An agency, which accesses the CCIC and NCIC computer systems.

**UCR:** Uniform Crime Reporting



#### **4. CBI CJIS Systems Agency (CSA) Responsibility:**

The CBI serves as the Colorado CJIS Systems Agency (CSA). As such, the CBI will provide access to CCIC, NCIC and Nlets and operational support including;

1. Legal and legislative review of matters pertaining to CJIS systems;
2. Operational, technical, and investigative assistance to personnel using CJIS systems;
3. Provide training and materials to the TAC to assist with their perspective agency training responsibilities;
4. The CBI is the custodian of CCIC records. Public requests, subpoenas and other requests for any CCIC information shall be referred to the CBI for review and response.

Costs associated with provision of these services will be paid by CBI.

##### **4.1. Exclusions**

The CBI will leverage agency network services, whether dedicated line or internet service and assist the agency in configuring adequate security using agency-provided software and hardware. Costs associated with purchasing and maintaining and securing agency network equipment will be paid by the agency.

##### **4.2. Sanctions for Violations**

The CBI may sanction the agency for failure to meet the standards of the policies referenced in this document. Sanctioned agencies shall report mitigation plans and timelines to achieve compliance. The CBI will implement sanctions under advisement of the BED and reserves the right to terminate agency access to CJIS systems for continued and/or egregious violations.

#### **5. Agency Responsibility:**

The agency is responsible for providing adequate security and support for CJIS systems access at the agency. The agency is ultimately responsible for ensuring all responsibilities listed in this section 5, as well as responsibilities listed in sections 6 and 7 of this document are satisfied.

Each agency shall appoint a Terminal Agency Coordinator (TAC) and allow sufficient resources to perform all necessary duties related to the management of CJIS systems and policies. The TAC administers CJIS systems programs within the local agency and oversees the agency's training and compliance with CJIS systems, CCIC and Nlets policies.

Each agency shall designate a Local Agency Security Officer (LASO) and allow sufficient resources to perform all necessary duties related to the security of CJIS. The TAC serves as the point-of-contact at the local agency for matters relating to CJIS security.



The agency may assign TAC and LASO duties to a single person, or to separate individuals. Although responsibilities are delegated to the TAC and LASO roles, the agency is ultimately responsible for ensuring all TAC and LASO responsibilities are met.

When a new TAC and/or LASO are designated, the agency head will notify the CBI Crime Information Unit in writing of that appointment within ten days of the appointment.

### **5.1. Incorporated Standards**

The agency shall access, retain and submit all CJI following the requirements within the laws, policies and manuals listed below and incorporated into this agreement by reference herein.

- NCIC Operating Manual
- CJIS Security Policy
- CCIC Training Manual
- CCIC Training Manual
- National Fingerprint File Operating Manual
- Title 28, Code of Federal Regulations, Part 20
- Title 28, Code of Federal Regulations, Part 23
- Colorado Open Records Act (CORA)/ Colorado Criminal Justice Records Act (CCJRA)

### **5.2. Audit Responsibilities**

The CBI Crime Information Management Unit staff will conduct an audit for each agency at least once every three years. Additionally, the FBI audit staff will conduct audits at least once every three years. This audit shall include a sample of state and local criminal justice agencies. The objective of this compliance audit is to verify adherence to CBI and FBI policies and regulations.

The TAC is the primary point of contact for audit information. Audit information requested for CBI or FBI auditing purposes is to be provided in a complete and timely manner. The LASO shall provide information technology security audit information through the TAC.

CBI will cover costs to audit any Colorado criminal justice agency and/or criminal justice data center in Colorado used by any Colorado criminal justice agency. It is the responsibility of the contracting criminal justice agency to pay travel and lodging costs for audits of criminal justice facilities outside Colorado.

### **5.3. Guard Agency Responsibilities**

A CCIC Terminal Agency may provide services as a "guard" for one or more non-terminal agencies or non-24-hour terminal agencies. Guard agencies assume responsibility for the enforcement of the CCIC/NCIC system security for information obtained and/or provided for agencies which it guards.



#### **5.4. Operator Access:**

Fingerprints shall be required pursuant to the CJIS Security Policy. Additionally, operators shall be trained within six months of assignment and shall recertify biennially thereafter. The agency is responsible for actions of agency personnel using CJIS systems and data derived from CJIS systems.

#### **5.5. Quality Assurance**

The primary responsibility for the entry and maintenance of accurate, timely and complete records lies with the agency. All entries into CCIC shall be supported by documentation (electronic or physical) held by the agency.

#### **5.6. Hit Confirmation Policy**

Hit confirmation shall comply with the NCIC standards and CCIC training.

Pursuant to Colorado Revised Statute 16-21-104.5, records received by CCIC through the Colorado Integrated Criminal Justice Information Systems (CICJIS) system do not require confirmation within the state of Colorado. Records meeting this standard shall be clearly marked as such in CCIC.

#### **5.7. Timeliness**

All CCIC/NCIC records should be created as soon as adequate information is available. Pursuant to NCIC policy, agencies shall enter missing person records within two hours of report. For all other files, entry shall be made within three days of receiving adequate information. Prisoners shall be queried in CCIC prior to release and action shall be taken on any entries found.

#### **5.8. Record Validation**

The CBI and FBI prepare listings and reports of records on file for validation purposes on a monthly basis. Any record which is not validated on-line by the agency within the specified period of time will be purged from CCIC and NCIC. The on-line validation procedure can be located in the CCIC and NCIC operating manuals.

#### **5.9. Advisory Process**

The Colorado CJIS Advisory Process is composed of two major components, the Board of Executive Directors (BED) and the Board of Working Advisors (BWA). The BWA and BED are responsible for reviewing policy issues as well as applicable technical and operational issues related to the programs administered by the CBI. The BWA and BED provide recommendations to CBI as the official representative bodies of the Colorado law enforcement community.

### **6. Terminal Agency Coordinator (TAC) Responsibility:**

The TAC unifies agency responsibility for individual user actions and serves as a CBI point of contact for handling record validation, quality control, dissemination of manuals and other publications, training, audits, and any other matters concerning the use and misuse of CJIS systems.

**6.1. The Agency Head and the TAC agree to the below listed responsibilities:**

1. Maintain the most current versions of the NCIC manual, and the CCIC manual making them available to the appropriate personnel. The Agency Head and Terminal Agency Coordinator are also responsible for enforcing the policies contained in these documents;
2. Ensure all staff are provided training adequate for their responsibilities, duties, and degree of CJIS systems access or use;
3. Appropriately manage operator access to CJIS systems to include determining appropriate access and terminating access immediately upon separation of the employee;
4. Ensuring all record quality procedures are followed as defined in the Introduction section of the NCIC Manual;
5. Ensuring all Uniform Crime Reporting (UCR) procedures are followed as defined in CBI and FBI National Incident Based Reporting System (NIBRS) manuals;
6. Reporting any allegation or finding of misuse of CCIC and NCIC information by agency personnel to the CBI.
7. Providing information regarding CJIS systems use at the local agency to the CBI as the state CSA. This responsibility includes, but is not limited to:
  - a. Detecting, reporting and cooperatively investigating any unauthorized access ("misuse") of CJIS systems with the CBI immediately;
  - b. Providing information to the CBI for the purpose of the background investigation regarding each individual user;
  - c. Providing and maintaining copies of agreements with non-criminal justice agencies and businesses with access to local agency CJI.
8. The TAC assumes all responsibilities of the LASO if a separate individual has not been appointed LASO duties for the agency.

**6.2. Training**

The TAC shall be responsible for ensuring adequate CCIC training for operators within the agency to include:

1. Entry-level training on the CCIC system for newly hired operators.
2. Train, functionally test, and affirm the proficiency of operators in order to ensure compliance with CCIC and NCIC policy and regulations within six months of employment.
3. Provide training and testing to reaffirm proficiency of operators, once every two years.
4. Maintain documentation of CCIC/NCIC-related training attended.

**7. Local Agency Security Officer (LASO) Responsibilities:**

The LASO is the primary information security contact between the agency and the CSA under which this agency interfaces with the FBI-CJIS Division. The LASO actively represents their agency in all matters pertaining to information security, disseminates information security alerts and other material to their constituents, maintains information security documentation (including system configuration data), assists the TAC with information security audits of hardware and procedures, and keeps the CSA informed as to any information security needs and problems.



**7.1. The Agency Head and the LASO agree to the below listed responsibilities:**

1. Maintain the most current versions of the CJIS Security Policy making them available to the appropriate personnel. The Agency Head and LASO are also responsible for enforcing the policies contained in these documents;
2. Identify who is using the CSA approved hardware, software, and firmware and ensure no unauthorized individuals or processes have access to the same.
3. Identify and document how any local LEA interface is connected to the state system.
4. Ensure that personnel security screening procedures are being followed as stated in this policy.
5. Ensure the approved and appropriate security measures are in place and working as expected.
6. Support policy compliance and ensure CSA ISO is promptly informed of security incidents.

End of Agreement



**MEMORANDUM**

**3.m.**

**To:** Board of Trustees  
**From:** Brent Flot, Public Safety Director  
**Date:** January 6, 2016  
**Subject:** Discussion: System User Agreement for Confidentiality of Information

The user agreement for confidentiality of information is completed by each user who has access to the Criminal Justice Information System.

It is specific to the information being obtained as confidential and shall not be disseminated to non-Law Enforcement entities.

I will be at the meeting to answer any questions you may have.

**GREELEY/WELD COUNTY PUBLIC SAFETY  
CONFIDENTIALITY OF INFORMATION  
and  
SYSTEM USER AGREEMENT**

I, \_\_\_\_\_, have been informed by  
(Please print clearly)

\_\_\_\_\_ that during my employment/assignment  
(Please print clearly)

I may have access to confidential law enforcement information, including but not limited to, information concerning arrests, criminal investigations and details from official police reports. **I understand that any unauthorized dissemination of any confidential information to anyone by me may result in employment disciplinary action up to and including termination, civil liability and/or criminal action against me.** I understand my responsibility and possible adverse consequences for unauthorized dissemination of information and specifically agree to keep obtained information confidential to the best of my ability.

I have also been advised the Greeley/Weld County Public Safety computer and messaging systems are the property of the City of Greeley and Weld County are intended only for use in conducting official business. After receiving training, I am authorized to utilize the computer system and messaging devices whenever necessary. **Appropriate sanctions will be taken for those users utilizing the system for other than business purposes.**

SIGNED: \_\_\_\_\_

DOB: \_\_\_\_\_

BADGE OR SYSTEM USER ID#: \_\_\_\_\_

AGENCY NAME: \_\_\_\_\_

DATE: \_\_\_\_\_

WITNESS: \_\_\_\_\_

DATE: \_\_\_\_\_

**MEMORANDUM**

**3.n.**

**To:** Board of Trustees  
**From:** Brent Flot, Public Safety Director  
**Date:** January 6, 2016  
**Subject:** Discussion: Agreement, Consolidated Communications Network of Colorado, Inc. Statewide Digital Trunked Radio System Participant

The Statewide digital trunked radio system participant agreement is for the town to acknowledge the requirements associated with using the system.

This service is mandatory for any first responders to communicate with dispatch and other first responders.

I will be at the meeting to answer any questions you may have.



Consolidated Communications Network of Colorado, Inc.

## STATEWIDE DIGITAL TRUNKED RADIO SYSTEM (DTRS) PARTICIPANT AGREEMENT

This Participant Agreement ("Agreement") is entered into by and between

TOWN OF HUDSON, 557 ASH STREET HUDSON CO 80642  
(the "Participant"), whose address is

and CCNC, whose address is, CCNC, 9008 North U.S. Highway 85, Unit E, Littleton, CO 80125-9915.

### I. PURPOSE

CCNC Digital Trunked Radio System (DTRS) is a multi-site dedicated public safety wireless communications system. Participant benefits and services include, but are not limited to, an 800 MHz digital FM signal, multiple system redundancies with backup power, a wide range of talkgroups, auto affiliation and de-affiliation, electronic identification on all transmissions, microwave back-bone system reliability, encryption availability, system security, radio interoperability and 24-hour a day system monitoring.

### II. DEFINITIONS

- A. **Participant Agreement** - the agreement entered into between CCNC and the Participant. The agreement sets forth the DTRS services provided to the Participant and the terms and conditions under which the services are provided.
- B. **Participant** - a public safety agency, including but not limited to a general government agency (local, state, or federal), its authorized employees, personnel (paid and/or volunteer), and its service provider, participating in and using DTRS under a Participant Agreement.
- C. **Digital Trunked Radio System (DTRS)** - the State and partner-owned and operated statewide public safety radio communications network available to public safety agencies that become Participants.
- D. **CCNC** - Consolidated Communication Network of Colorado. A nonprofit corporation advisory panel of member Participants, which makes recommendations and advises on the orderly operation of DTRS.
- E. **SOC** - the State of Colorado, Communication Services, which operates the DTRS on behalf of its Participants, provides assignment of identification numbers, all database (fleetmapping) maintenance, and assignment of talkgroups within DTRS.
- F. **Radio** - either a control station, mobile, or portable radio, which has a unique identification number and operates on the DTRS.
- G. **Radio Programming Agency** - the following approved agencies that are responsible for, template programming and reprogramming: Arapahoe County, Douglas County, Jefferson County, Adams County, Weld County, and Digitcom Electronics.
- H. **Partners** - owners of DTRS infrastructure.
- I. **System Management** - the responsibility residing within, as the DTRS operator, on behalf of all DTR Participants, to: Assign radio use priorities; manage talkgroups to assure appropriate use of DTRS; set standards for the selection and supervision of DTRS personnel; enforce guidelines, procedures, and protocols governing the operation of radios on DTRS; generate and use statistical data and reports concerning Participants' talkgroups, call duration, call types, busy signals, and other data analyses and reports; enforce termination of the Participant Agreement when a Participant's conduct or action(s) cause systematic and/or continuous DTRS operation problems.
- J. **Talkgroup** - a single channel, which allows a unique group of radio users to communicate with one another.
- K. **Template** - the software programmed in a radio, which controls the radio's functions and communication capabilities.

### III. CCNC SERVICES

- A. **Participant Questionnaire** - CCNC requires that an information questionnaire be completed so the Participant's current and ongoing communication needs and priorities are met.

- B. DTR Radio Programming and Template Design** - Radio programming and template design is available from the State of Colorado, Douglas County, Jefferson County, Arapahoe County, Adams County, Wireless Advanced Communications (WAC), Digitcom Electronics, and Motorola, Inc. Prior programming agreements must first be arranged before any template design will begin. Template programming by a Radio Programming Agency will commence after a reasonable time once the Participant completes the "Participant Questionnaire" and the "Participant Agreement" and has been approved by the CCNC Technical Committee.
- C. Talkgroup Allocation** – Talkgroups requested by the Participant will be reviewed by the CCNC Technical Committee. A thorough explanation should accompany the Participant Questionnaire detailing the number of talkgroups requested per agency and how they will be utilized. Talkgroup allocation decisions by CCNC are final and non-appeal able.
- D. System Management** - SOC in conjunction with the technical staff of system partners, are responsible for the operation, upgrades and enhancements, management, maintenance of DTRS, and the services provided under this Participant Agreement. System Management operates 8-4, Monday through Friday. Upon request of the Participant, inhibits lost or stolen radios, assigns and enters radio ID's and Alias's. Requests are received via email to larry.brooks@state.co.us. The SOC maintains an activity log of all requests received by Participants and, except for emergencies, responds to the requests in the order they are received.
- E. Training** – Participant's employees and other personnel radio user training is the responsibility of the Participant. If requested by the Participant, "train the trainer" training will be available as part of DTRS ongoing operation. Requests for training will be scheduled on a first come first serve basis, except for emergency requests, which will be processed on a priority basis.
- F. DTRS Radio Coverage** - DTRS is designed to provide mobile radio communication coverage on major State highways to the Participant. However, the system is provided as is and neither CCNC or the State of Colorado makes any guarantee, either express or implied, as to a specific level of coverage. If the Participant detects possible DTRS network infrastructure malfunctions or radio communication coverage losses, the Participant should first contact its service or maintenance provider for an evaluation of the problem. If the service provider determines the problem is not an equipment installation or maintenance problem, the Participant should notify the SOC in writing or email. The SOC will promptly investigate and take appropriate corrective action to alleviate the coverage loss or network infrastructure malfunction, and report the corrective action to the Participant.
- G. DTRS Portable Radio Coverage** - Portable radio coverage is not guaranteed and will vary from location to location. The Participant is encouraged to conduct its own portable radio communications coverage test to determine the expected coverage level in its geographic jurisdiction. Additional, or coverage required beyond the mobile radio communication coverage on major State highways is the responsibility of the requesting Participant.
- H. Emergency Alert Availability** - If there is connection space available in the zone controller, and if the Participant possesses a twenty-four (24) hour dispatch center capable of receiving control data associated with all its talkgroups, and the Participant can verify to SOC that it has the capacity to monitor and supervise the Emergency Alert feature, this feature is available to the Participant. The Participant needs to be aware that it must obtain, at the Participant's expense, a license to operate its Radio Control Manager (RCM) from its equipment vendor and provide required T-1 connections.
- I. Private Calling Availability** - A Participant may request use of Private Calling. Private calling permits properly programmed mobile and portable radios in a talkgroup to enter into one on-one conversations. Only the initiating and target radio(s) are able to communicate with each other. Private calling can tie-up the DTRS system resources. Consequently, a determination of the need and potential impact on the system will be made after the Participant Questionnaire has been reviewed.
- J. DTRS Infrastructure Maintenance** SOC in conjunction with technical staff of system partners provides complete monitoring, inspection, and maintenance programs for all DTRS tower sites and system infrastructure. Inspection and maintenance of non SOC tower sites is provided by system partners. Utilizing MOSCAD and Zone-watch management tools, SOC and system partner staff is able to systematically identify system service needs, failure trends, and spare parts inventory. SOC staff, system partner staff, and its certified vendors will provide high quality proactive system repair and maintenance in a timely manner to extend the life and performance of DTR for the direct benefit of all Participants.
- K. DTRS System Redundancy and Security** - DTRS provides a system redundancy called fault tolerance. With fault tolerance, a single point of failure will generally not result in negative system wide performance. Many redundant and backup systems within the DTRS virtually eliminate complete system failure. Several levels of survivability are available. In the case of a catastrophic event, the rest of the system will continue to function in a conventional radio communication manner.
- L. DTRS Disaster Recovery Plan** – SOC and CCNC maintains a Disaster Recovery Plan to cover DTRS communication services. "Disaster" means any unplanned interruption of operations, which materially affects the ability of DTRS to provide communication services to a Participant. The Disaster Recovery Plan provides for an alternate source of electrical power for uninterrupted service, separate computer resources and back-up equipment, and inventory sufficient to provide communication services to its Participants. The Disaster Recovery Plan also contains a protocol for determination or declaration of a disaster and an escalation procedure for dealing with a disaster, if one is declared.

- M. DTRS Performance Standards and Monitoring** - DTRS utilizes automated performance standards and automated diagnostics, which are monitored 24 hours a day, every day. System monitoring is performed at either Motorola's SCC, Systems Support Center or by SOC's technical staff. The DTRS adheres to stringent quality standards of installation and maintenance. Routine activities designed to insure system performance include scheduled automated testing of all sites, monitoring of Participant satisfaction on a regular basis, tracking of Participant problems and service requests, monitoring of scheduled and unscheduled system downtime, oversight of system traffic performance, drive testing of entire system, collection and analysis of empirical data are also strictly adhered to.
- N. DTRS Upgrades and Enhancements** - "Upgrades" are changes made to the DTRS to assure compliance or to improve upon previously existing features and operations. "Enhancements" are modifications made to DTRS services or systems that add functions or features not originally part of DTRS or the services requested by the Participant. Enhancements may require a Participant fee.

#### IV. PARTICIPANT OBLIGATIONS

- A. Participant Fees** – The SOC along with the CCNC Operational and Executive Committees will ascertain this assessment. *At some point in the future, DTRS User Fees could be established for all Local Government Participants.*
- B. Participant Radio Equipment** - The Participant may only use DTRS-approved radio equipment. A list of acceptable radio equipment is available on the DTRS Web Page: <http://www.state.co.us/dtr>. This list will be updated from time to time and will be made available to the Participant.
- C. Radio Maintenance and Repair** - The Participant is responsible for proper maintenance and repair of its radio equipment. This assures that the Participant's radios are in optimal operating order and will not have an adverse impact on other Participant's use of DTRS. The Participant's maintenance agreement with its service provider and the service provider's credentials will need to be reviewed by the CCNC Technical Committee to assure the service provider understands and can comply with DTRS standards, guidelines, and protocols, and is "qualified" to service the Participant's radio equipment.
- D. No Personal Business** - No personal business may be conducted on the DTRS by the Participant, its employees, or authorized agents, including volunteers and the Participant's service provider.
- E. Compliance with Federal and State Laws** - The Participant will comply with all current and future Federal Communications Commission laws, rules, and regulations, and all Colorado Public Service Commission law, rules, and regulations, and Public Act 32 of 1986, as amended, as these relate to consolidated public safety dispatching.
- F. Compliance with DTRS Guidelines, Procedures, and Protocols** - The Participant will comply with all DTRS guidelines, procedures, and protocols governing the operation and use of DTRS as stated in this document. The Participant will comply with all advisories and/or recommendations of CCNC.
- G. System Management** - The Participant will comply with SOC System Management in order to assure the safe and efficient operation of DTRS for all Participants.
- H. Trained Personnel** - The Participant will not permit any employee or other personnel, including volunteers, to use DTRS until such individual(s) have received DTRS radio user training.
- I. Participant Contact Person** - The Participant will appoint one of its employees to serve as its Contact Person. The Contact Person will be responsible for authorization of template modifications, coordination of new radios onto the DTRS, providing fleetmapping data to the SOC and the CCNC Technical Committee for record keeping purposes, providing after hour emergency telephone numbers, attending Participant group meetings and CCNC meetings necessary for the safe and efficient operation of DTRS.
- J. Corrective Action** - In order to protect the integrity, security, safety, and efficient operation of DTRS for all its Participants, the Participant will take appropriate corrective action against any of its employees who violate DTRS guidelines, procedures, or protocols including those set out in this Participant Agreement.
- K. Abuse of Participant Privileges** - Repeated violation of DTRS guidelines, procedures, protocols, or violation of the Participant Agreement may result in termination of the Participant Agreement subject to the review and recommendation of the SOC Communication Services Manager and CCNC. A decision by the Communication Services Manager and CCNC is final and non-appealable.

#### V. PARTICIPANT APPLICATION PROCESS

CCNC has determined that unregulated expansion of user agencies on the DTRS is detrimental to the efficiency and serviceability of the system, and the existing user agencies. CCNC further finds that in order to insure an effective level of service for existing participants it must

institute a method of controlled growth for the system. Therefore, the following policy shall remain in full force and effect until rescinded by CCNC in accordance with all applicable provisions of the CCNC by-laws.

- A. Public Safety Agencies** - Public safety agencies requesting use of the DTRS infrastructure, and who as part of their application commit to immediate provision of frequency pairs and associated equipment to the infrastructure, shall have their application evaluated by the CCNC Technical Committee. The CCNC Technical Committee shall evaluate and determine all system loading impacts that may arise from approval of the proposed new member agency. If the CCNC Technical Committee recommends approval of the application, the application shall be forwarded to the Executive Board of Directors who may approve the application. If the Executive Board of Directors does not approve the application, the application shall be placed into a pending status where it will be reopened for review upon availability of frequencies, or resolution of the reason for denial.

Public safety agencies requesting use of existing talkgroups on the DTRS system, and who are requesting the addition of a limited number of end user radios, shall have their application evaluated by the CCNC Technical Committee. The CCNC Technical Committee shall evaluate and determine all system loading impacts that may arise from approval of the proposed new member agency. If the CCNC Technical Committee recommends approval of the application, the application shall be forwarded to the Executive Board of Directors who may approve the application. If the Executive Board of Directors does not approve the application, the application shall be placed into a pending status where it will be reopened for review upon availability of frequencies, or resolution of the reason for denial.

Public safety agencies requesting use of the DTRS infrastructure in metropolitan areas that are or may be experiencing loading problems and who do not have the ability to commit frequency pairs and associated equipment to the infrastructure, shall have their application placed in a pending status. Upon availability of 700 MHz frequencies and equipment, and upon commitment from the petitioning agency to provide frequencies and equipment, the application will be moved back into active status. At that time the application shall be forwarded for evaluation to the CCNC Technical Committee. The CCNC Technical Committee shall review the application and make final design recommendation to the Executive Board of Directors. After review by the Executive Board of Directors, and upon obtaining final written commitment from the petitioning agency, the Executive Board of Directors may approve the application.

- B. Non Public Safety Agencies** - Non public safety agencies requesting use of the DTRS infrastructure shall be advised that their application will be placed into a pending status awaiting availability of 700 MHz frequency pairs, and associated equipment. Upon availability of 700 MHz frequencies and equipment, and upon commitment from the petitioning agency to provide frequencies and equipment, the application will be moved back into active status. At that time the application shall be forwarded for evaluation to the CCNC Technical Committee. The CCNC Technical Committee shall review the application and make final design recommendation to the Executive Board of Directors. After review by the Executive Board of Directors, and upon obtaining final written commitment from the petitioning agency, the Executive Board of Directors may approve the application.

## VI. DISPUTE RESOLUTION

If any issue of DTRS non-performance arises under this Agreement, the parties agree to resolve the issue at the lowest management level of each party. In the event, the issue remains unresolved, the parties agree to immediately escalate the issue to the SOC and the CCNC Technical Committee for their consideration. The SOC and the CCNC Technical Committee will consider the details of the non performance issue, assess whether there have been past issues of non-performance, determine how long the non-performance has been continuing, determine the seriousness of the non-performance, and negotiate, in good faith, a mutually agreeable solution. In the event the Relationship Managers cannot agree on a solution, the non-performance issue shall be directed to the SOC Communication Services Manager and the CCNC Executive Board who will seek resolution of the non-performance issue. A decision by the SOC Communication Services Manager and the CCNC Executive Board is final and non-appeal able.

## VII. CCNC EXECUTIVE BOARD

The CCNC Executive Board, comprised of Participants, acts as an advisory panel on the DTRS. The CCNC Executive Board is charged with responsibility for review and recommendations regarding Participant operation, future DTRS system features and enhancements, review and advice on customer service complaints, non-performance issues and potential Participant termination because of abuse of Participant privileges.

## VIII. DURATION, CANCELLATION & TERMINATION OF PARTICIPANT

Participation in the DTRS will remain in effect until canceled or terminated by either party upon 90 days written notice to either party. Termination of participation of an infrastructure partner requires 365 days notice unless such termination is a result of funds for participation and infrastructure obligations not being appropriated. The Participant Agreement may be terminated by appropriate notice, subject to review and recommendation by CCNC and the Communications Division Manager, for violation(s) of the terms and conditions of the Participant Agreement. Appropriate notice shall be considered to be 30 days, and shall be sent certified mail. A decision of the Communications Division Manager and the CCNC Executive Board is non-appealable.

**IX. TERMINATION ASSISTANCE**

If this Participant Agreement is canceled or terminated for any reason, the SOC and CCNC will provide reasonable assistance requested by the Participant to allow for the orderly transfer of services to the Participant or its designee.

**X. MISCELLANEOUS**

- A. **Waiver** - The failure of a party to insist upon strict adherence to any term of this Agreement shall not be considered a waiver or deprive the party of the right thereafter to insist upon the strict adherence to that term of the Agreement.
- B. **Modification** - This Agreement may not be modified, amended, extended, or augmented, except by written amendment signed by both the parties.
- C. **Governing Law** - This Agreement shall be governed by, and construed in accordance with the laws of the State of Colorado.
- D. **Headings** - The headings given to the sections and paragraphs of this Agreement are inserted only for convenience and are in no way to be construed as part of this Agreement or as a limitation of the scope of the particular sections or paragraphs to which the heading refers.
- E. **Independent Contractor Relationship** - The relationship between the SOC, CCNC and the Participant is that of an independent contractor and client. No agent, employee, or servant of the SOC or CCNC shall be deemed to be an employee, agent, or servant of the Participant. The Participant will be solely and entirely responsible for its acts and the acts of its agents, employees, servants, subcontractors, and volunteers during the performance of this Agreement.
- F. **Hold Harmless** – To the extent permitted by law, the Participant, the SOC, and CCNC agree to hold each other harmless against claims arising from the alleged negligent acts or omissions of their respective public employees or agents, which occurred or are alleged to have occurred during the performance of their duties in the maintenance of the DTRS equipment, unless such acts or omissions occurred outside the scope of their employment or were willful and wanton. Such claims shall be subject to the limitations of the Colorado Governmental Immunity Act, CRS 24-10-101 et seq.
- G. **Non-Appropriation** – The payment of any governmental Participant’s obligations hereunder in fiscal years subsequent to the current year, are contingent upon funds for this Agreement being appropriated and budgeted. If funds for this Agreement are not appropriated and budgeted by any governmental Participant in any year subsequent to the fiscal year of executing this agreement, that governmental Participant may terminate its participation in this Agreement by giving notice to the CCNC and the SOC.
- H. **Force Majeure** – Parties to this agreement shall not be responsible for any failure to perform hereunder due to unforeseen circumstances or due to causes beyond the non-performing party’s reasonable control, including without limiting the generality of the foregoing, acts of God, war, riot, embargoes, acts of government, civil or military authorities, catastrophe, fire, floods, accidents, strikes, shortages of transportation, facilities, fuel, energy, labor or material acts of a public enemy.

**XI. NOTICES**

All notices given under this Participant Agreement, except for emergency service requests, will be made in writing. All notices will be sent to the parties as follows:

PARTICIPANT:

BRENT FLOT  
P.O. BOX 351  
HUDSON COLORADO 80642-0351

\_\_\_\_\_  
 \_\_\_\_\_

CCNC

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Either party may change their addresses, which change will be effective seven (7) days after notice of such change is given.

This Agreement shall become effective as of the date of the last signature.

**PARTICIPANT:**

BRENT FLOT  
By:   
Its: TOWN MARSHAL  
Dated: 11/27/2015

**CONSOLIDATED COMMUNICATIONS NETWORK OF COLORADO**

By: \_\_\_\_\_  
President

Dated: \_\_\_\_\_

CCNC: Consolidated Communications Network of Colorado  
9008 North U.S. Highway 85, Unit E,  
Littleton, CO 80125-9915

**MEMORANDUM**

**3.o.**

**To:** Board of Trustees  
**From:** Brent Flot, Public Safety Director  
**Date:** January 6, 2016  
**Subject:** Discussion: Memorandum of Understanding, Weld County Victim Advocate Service Unit

The Memorandum of Understand, Weld County Victim Advocate Service Unit is necessary to assist the town with liability issues concerning victims' rights.

The Weld County Victim Advocate Service Unit is used by a majority of Law Enforcement entities within the county. It provides 24/7/365 assistance to victims of qualified crimes. The unit will provide all the necessary paperwork, continued training, and resources needed to ensure compliance with the Colorado Revised Statutes.

I will be at the meeting to answer any questions you may have.

**MOU concerning the Weld County Victim Advocate Services Unit**

The MOU is necessary for liability issues to protect the Town of Hudson.

It is for available services 24 hours a day 7 days a week. It provides victims of statutorily defined crimes different services to help cope with their loss.

Signatures required:

Marshal – Brent Flot

Weld County Sheriff – Steve Reams

**MEMORANDUM OF UNDERSTANDING  
CONCERNING  
THE WELD COUNTY VICTIM ADVOCATE SERVICES UNIT**

The Weld County Sheriff's Office, whose address is 1950 "O" Street, Greeley, CO 80631, and the Hudson Police Department (hereinafter referred to as "the Department") hereby enter into this Memorandum of Understanding (hereinafter referred to as "MOU")

Whereas, Article II, Section 16A of the Constitution of the State of Colorado and the laws related to CRS Title 24 Article 4.1 part III guarantee certain rights to victims of cases specified in CRS 24-4.1.302.

Whereas, citizens who have experienced trauma and cooperate with law enforcement are often in need of additional community resources and assistance.

Whereas, the Weld County Sheriff's Office and the Department agree that each agency and its citizens benefit from the services provided by the Weld County Victim Services Unit. The Weld County Victim Services Unit was created with the specific goals of:

- I. Assisting municipalities remain in compliance with Constitutional and statutory requirements regarding victims
- II. Providing on call victim advocate support on scene or by phone
- III. Conducting training as needed for law enforcement personnel on Constitutional and statutory requirements
- IV. Creating and distributing written documents required to maintain compliance with Constitutional requirements and statutes.

Whereas, the Weld County Victim Services Unit is funded by the Weld County Sheriff's Office and a grant from the Victims Assistance and Law Enforcement (V.A.L.E) Board

Whereas, the V.A.L.E Board requires financial participation by all entities receiving services funded by the grant, as a condition for the Weld County Sheriff's Office continuing to receive grant funding

Now, therefore, it is hereby agreed by and between the parties hereto:

1. The term of this MOU shall be from January 01, 2016 - December 31, 2016, and shall be renewed automatically by mutual consent on a year-by-year basis thereafter unless sooner terminated by either party in writing served upon the other party no later than sixty (60) days prior to the expected date of termination.

2. The Department will contribute financially to the Weld County Sheriff's Office to assist the Weld County Sheriff's Office fund the Weld County Victim Services Unit. The recommended financial contribution is \$ 4,500.00.
3. The Weld County Sheriff's Office will prepare and send a notice to the Department requesting the financial contribution on or before the second month of the New Year. The department will send the financial contribution within 30 days.
4. Weld County Sheriff's Office through its Weld County Victim Services Unit will provide a qualified and trained victim advocate 24 hours a day, 365 days a year to the Department. Such advocate will perform functions including, but not limited to the following:
  - a. Respond to a scene or by telephone as needed by the Department in a timely manner.
  - b. Assist in crisis response at the discretion and request from the Department. The response may be by telephone or in person as directed by the Department.
  - c. At a minimum, make one follow up call to all crime victims or persons in trauma referred by the Department to ensure appropriate resources and support have been received.
  - d. Review all reports provided to the Weld County Victim Services Unit for VRA (Victims Rights Act) compliance, and respond to issues that may arise regarding non-compliance in a timely matter.
  - e. Be available for consultation on any victim rights issue.
  - f. Conduct training as requested by the Department. At a minimum the Weld County Victim Services Unit will provide training every 2 years for the Department on the VRA, and law enforcement best practices and responsibilities defined in statute.
  - g. Attend weekend bond hearings at the Weld County Detentions Division and address any bond or protection order issues as directed by the victim or the Department.
  - h. Regularly evaluate the effectiveness and protocols of the services provided by the Weld County Victim Services Unit to ensure they meet the expectations of the Department.
  - i. Maintain files for VRA compliance specific to the Department.
  - j. Document VRA compliance on instances where the Weld County Victim Services Unit provided services or received notification.
  - k. Assist in community events and education as requested and approved by Weld County Sheriff's Office and the Department.

- l. Assist in writing grants for the Department for training or equipment available through the V.A.L.E. Board.
  - m. Communicate with service providers on behalf of the Department for purposes of ensuring the effective delivery of victim services. This includes local non-profit agencies, the District Attorney's Office, state victim service agencies such as COVA, the CCJJ and any other state agency that supports the goals of victim services.
5. Victim advocates shall be a regular employee or volunteer of the Weld County Sheriff's Office. The advocate will be subject to the hiring standards, training standards, ordinances, policies, procedures, rules, regulations, directives, and orders of Weld County and the Weld County Sheriff's Office.
6. The advocate will comply with the policies and regulations of the Department to the extent that such policies and regulations are not in conflict with those of the Weld County Sheriff's Office, are not in conflict with other terms contained herein or direction of the Weld County Sheriff's Office, or are not in conflict with federal, state or municipal laws.
7. Non-volunteer victim advocates will receive salary, employee benefits and normally issued equipment and supplies from the Weld County Sheriff's Office.
8. Personnel assigned to the Weld County Victim Services Unit will work a schedule consistent with Weld County Sheriff's Office ordinances, policies, procedures and subject to the Fair Labor Standards Act.
9. Victim advocates are subject to the Weld County Sheriff's Office chain of command and the supervision. Day to day supervision will be assigned to the Weld County Sheriff's Office Director of Victim Services.
10. The Weld County Sheriff's Office Director of Victim Services will be responsible for maintaining contact with the appropriate command staff of the Department. The Director of Victim Services will assist command staff to determine the most effective protocols, data management and officer training required to maintain the highest level of service possible.
11. The Victim Advocates' performance will be evaluated consistent with the Weld County Sheriff's Office policy and procedures by the assigned supervisor. The supervisor may accept input from the Department representative.

12. Any notice provided for in this MOU shall be in writing and shall be served by personal delivery or by certified mail, return receipt requested, postage prepaid. Any notice mailed and/or served as set forth above, shall be deemed delivered and effective upon receipt or delivery.
13. The Weld County Sheriff and the Department do not waive their Governmental Immunity as provided by any applicable law including CRS 24-10-101 et seq., by entering into this MOU. Further, the Sheriff and the Department fully retain all immunities and defenses provided by law with regard to any action, whether tort, contract or any other theory of law, based on this MOU.
14. The parties do not intend to create in any other individual or entity the status of the third party beneficiary and this MOU shall not be construed so as to create such status. The rights, duties and obligations contained in this MOU shall operate only between the parties to the MOU and shall insure solely to the benefit of the parties to this MOU.
15. Each party to this MOU shall be responsible for any liability arising from its own conduct. Neither party agrees to insure, defend or indemnify the other, except that the cost of any damage to equipment belonging to the victim advocate or his employer while acting pursuant to this MOU for another jurisdiction shall be borne by the requesting agency.
16. By execution, each party certifies it has read and understands this MOU, agrees to be bound by the terms hereof, have the authority to execute and bind, and have received a signed and dated copy of the MOU

Town of Hudson

Agency

\_\_\_\_\_

Weld County Sheriff's Office

Brian F. [Signature]

Chief of Police

\_\_\_\_\_

Sheriff

10/16/2015

Date

\_\_\_\_\_

Date

**MEMORANDUM**

**3.p.**

**To:** Board of Trustees  
**From:** Brent Flot, Public Safety Director  
**Date:** January 6, 2016  
**Subject:** Discussion: Memorandum of Understanding with Weld County concerning the establishment of a Special Weapons and Tactics Team (SWAT)

The Memorandum of Understand with Weld County concerning the establishment of a Special Weapons and Tactics Team is essential assist in the protection of Hudson's citizens.

The service is available 24/7/365. It allows the Weld County Swat Team to respond to the town for critical events above and beyond the capabilities of the marshal's Office. In the event of an active shooter or barricaded/hostage situation, the services provided are essential for the safety of Hudson's citizens.

Working with the Weld County Swat Team for several years I understand the decision making process they use to establish if a response is necessary. They use a matrix system with points assigned to each question based on severity. If the incident doesn't meet the points, they will not respond.

I will be at the meeting to answer any questions you may have.

MEMORANDUM OF UNDERSTANDING  
CONCERNING THE ESTABLISHMENT OF A  
SPECIAL WEAPONS AND TACTICS TEAM

The Weld County Sheriff's Office, whose address is 1950 "O" Street, Greeley, CO 80631 ("WCSO"), and the Town of Hudson Police Department hereby enters into this Memorandum of Understanding (hereinafter sometimes referred to as "MOU"), and agree as follows:

- I. The parties agree that each agency and the citizens in each jurisdiction over which that agency has authority would benefit from the creation of an intergovernmental Weld County Special Weapons and Tactics (SWAT) team which would be available to respond to certain kinds of emergencies or unexpected situations that might better be served by some type of specialized operation rather than organized under conventional operations. The Weld County SWAT team is comprised of a tactical element and a crisis negotiations element.

Overview

2. The Weld County SWAT team shall have the authority and the mission to provide a professionally trained unit designed to be utilized for a wide variety of critical incidents that occur within the boundaries of Weld County. The Weld County SWAT team shall be composed of officers assigned from participating agencies who shall assemble as the need arises to respond to certain types of emergencies or unexpected situations that require specialized skills or training.
3. This MOU shall become effective upon execution by the governing boards of each respective party to this MOU and shall remain in effect for one year, with an automatic renewal from year to year unless sooner terminated as provided herein. This MOU may be terminated at any time by either party giving the other party 60 days written notice of intent to terminate.

Staffing

4. WCSO will assign fourteen (14) deputies to the tactical element and six (6) deputies to the crisis negotiations element of the Weld County SWAT team. WCSO will also assign one (1) commander to serve as overall team commander, or an acting team commander if the team commander is absent.
5. Each agency other than WCSO will assign two (2) officers to the Weld County SWAT team, unless otherwise agreed. The number of officers assigned to the Weld County SWAT team may be modified upon notice and agreement by the other parties to this MOU.
6. The size and staffing of the Weld County SWAT team may be increased or decreased

from time to time, including without limitation, utilization of law enforcement personnel from other jurisdictions as may be necessary and appropriate, based upon increased or decreased needs of the citizens and agencies in Weld County, Colorado.

7. The officers involved in this program are each full-time employees of their respective agencies. Participation in this program is voluntary and each individual officer remains an employee of the agency assigning the officer to the Weld County SWAT team, and is at all times compensated and entitled to benefits provided by the officer's assigning agency during any participation in the Weld County SWAT team program.
8. The Sheriff may commission as a Deputy Sheriff any full time employee from a participating agency that participates in the Weld County SWAT team. The authority of such commission is limited to activities in which the appointee is acting as member of the Weld County SWAT team.
9. Selection and dismissal of officers to and from the Weld County SWAT team will follow the provisions outlined in the Weld County Sheriff's Office Procedure Manual (SWAT team selection process/removal process). Each participating agency retains the right to make changes in the officers assigned to the Weld County SWAT team at any time, including the number of officers assigned.
10. There will be one team Commander of the Weld County SWAT team who will be assigned by the Weld County Sheriff's Office (WCSSO). The Team Commander will be responsible for the overall supervision, training, assignments, callouts, and equipment purchases and replacements for the Weld County SWAT team.

#### Activation

11. The supervisor of any agency may request a Weld County SWAT team activation within its jurisdictional boundaries by contacting the Team Commander through the Weld County Regional Communications Center or on duty Weld County Patrol Supervisor.
12. The Team Commander will contact the supervisor of the requesting agency and assess the situation. The Team Commander will seek authorization from the Weld County Sheriff or his designee unless exigent circumstances exist.
13. Activation will follow standard procedures once the Team Commander receives authorization.

#### Operations

14. The Team Commander reports directly to the Incident Commander, where one has been designated, or to the on-scene supervisor. The SWAT Team Commander is subordinate to the Incident Commander only in terms of *when* and *if* the tactical option will be initiated, not *how* it will be performed.

15. The Team Commander will be in charge of field direction and supervision of tactical and crisis negotiation operations of the Weld County SWAT team during call outs. The Team Commander shall continue to be in charge of tactical and a crisis negotiations operation until the scene has been rendered safe and released to local authorities. No other person who is not in a leadership position within the Weld County SWAT team will attempt to direct, supervise or control any element or member of the SWAT team.
16. The designating agency at all times has complete discretion to determine whether or not any particular officer from that agency may respond to a callout. Each officer responding to a Weld County SWAT team callout shall have the proper communication equipment with the ability to communicate on the radio frequency utilized by the team.
17. The parties acknowledge and agree that when the designated officers respond to a callout, the designated officers shall remain at the scene until released by the Team Commander and shall not be recalled by the relevant agency for a response within the agency's boundaries until such officer is properly released from the callout.
18. After the scene has been rendered safe, the scene shall be released to the agency with jurisdiction, and such agency will be responsible for processing the scene. The Weld County SWAT team members will assist the agency's processing of the crime scene when requested and to the extent possible.
19. To the extent possible, all Weld County SWAT team activities will be joint activities, with no agency acting independently from other agencies, and all designated officers from each agency will act under the direction of the Team Commander.
20. Officers designated to participate in the Weld County SWAT team shall be evaluated while in their SWAT assignment, with the evaluations forwarded to the respective agency/employer's department head upon request.
21. Weld County SWAT team reports shall be prepared in Weld County Sheriff's Office format.
22. The performance of the Weld County SWAT team will be evaluated on an annual basis by the participating agencies. The WCSO shall prepare an annual summary report to be presented to the Weld County SWAT team participating agencies by the last business day of February. Such report shall provide an overview of the Weld County SWAT team activities for the previous year, including total for number of callouts and outcomes and any other pertinent information that may be useful to participating members. Any department head of an agency participating in the Weld County SWAT team may request a meeting with the Weld County Sheriff to address any issue related to the team.
23. Operational issues will be addressed and a good faith effort will be made to resolve any such issues by the participating agencies working together. It is the intent of the parties

Accomplished by the designated officers from each agency. If any operational issue has not been resolved within 30 days to each participating agency's satisfaction, the issue will be referred to the heads of the respective agencies for resolution.

24. The Weld County SWAT team shall operate county-wide in all unincorporated and incorporated areas within the County of Weld.
25. The Weld County SWAT team will operate under the policies and operating procedures of the Weld County Sheriff's Office only.

### **Training**

26. In order to function effectively in the Weld County SWAT team, each designated officer must have a working knowledge of SWAT, its tools and tactics. It is therefore mandatory that the officers designated to comprise the Weld County SWAT team train with the team on a regular basis, and must be trained to understand, among other things, mission objectives, tactics used, weapons, pyrotechnics, other devices likely to be employed, and communication policies and procedures.
27. Each designated officer must have completed specialized training in SWAT operations prior to being designated to the Weld County SWAT team by the designating agency.
28. The WCSO will be responsible for coordinating the scheduling of training of the Weld County SWAT team. It is anticipated that training will occur on a regular basis, approximately once every two weeks. The expense incurred by the designated officers for such training will be the responsibility of the designating agencies.

### **Equipment Acquisition and Maintenance**

29. Each agency shall provide its designated officers with required standard equipment and radio communication equipment in order to adequately perform the training and any callout duties.
30. Vehicles and general equipment previously allocated to the WCSO and upon the execution of this Agreement, being also made available for use by the Weld County SWAT team shall continue to be operationally administered in common with other vehicles and general equipment allocated to WCSO.
31. The WCSO will explore any possibilities for available grant funding for further equipment acquisition. Additional equipment acquisition that is not grant funded and which purchase is approved by the Weld County SWAT team member agencies prior to acquisition, will be assessed against each participating agency pro rata.

of time as determined by the WCSO. Weld County SWAT team equipment stored in Weld County facilities will be insured by Weld County; Weld County SWAT team equipment stored in other locations will be insured by the participating agency that holds title to the equipment.

33. At any time that the Weld County SWAT team deems it advisable, disbursement of some or of all assets of the team acquired either through grant funds or through agency contributions, shall occur in accordance with any and all grant provisions or shall be determined based upon contribution of each agency.
34. During an emergency the Weld County SWAT team may request for temporary assignment any necessary equipment from a participating agency. The participating agency may temporarily assign any necessary equipment it deems proper to the Weld County SWAT team (C.R.S. 29-5-103).

### **Employment Status**

35. Notwithstanding any term or condition contained in this MOU to the contrary, the parties acknowledge that any officer designated by a particular agency is at all times an employee of that agency. All salaries, benefits and overtime of the designated officers assigned to Weld County SWAT team shall continue to be the responsibility of the designating agency, and not of the Weld County SWAT team or the Weld County Sheriff's Office.
36. The parties to this MOU intend that the relationship between them contemplated by this MOU is that of independent entities working in mutual cooperation. No employee, agent or servant of one party shall be or shall be deemed to be an employee, agent, or servant of another party to this MOU.
37. No employee assigned to the Weld County SWAT team shall lose seniority, benefits, and opportunities for promotion or assignment change in their respective departments solely because of their assignment to the team.
38. The department heads of the respective agencies which are parties to this MOU retain sole authority to impose discipline on their respective employees designated and assigned to participate with the Weld County SWAT team. The respective agencies may, as needed, schedule any of their designated officers for training authorized by the department, taking into consideration the officer's needs, the agency's needs and the Weld County SWAT team's needs.

### **Communications with the Media**

39. Press releases and/or the release of information to the media will be made by the agency in whose jurisdiction the event occurred in accordance with the releasing agency's media release policy. No other information shall be unilaterally released or provided to the media by any Weld County SWAT team member without prior approval by all other

SWAT team members. No information pertaining to the Weld County SWAT team itself will be released to the media without prior approval of all SWAT team members.

### **Liability**

40. The parties to this MOU shall maintain insurance or self-insurance adequate to protect each party from liability claims and demands that arise from the performance of duties pursuant to this MOU and to cover all operations by the personnel pursuant to this MOU. Each party shall be responsible for its own negligent acts and no party shall indemnify the other for claims, demands, or judgments arising from the acts or omissions of the other party
41. The City of Greeley shall handle all requests for release of criminal justice records associated with Weld SWAT.
42. Each participating agency shall provide adequate worker's compensation insurance for each of its respective employees engaged in the performance of activities described in this MOU.
43. All other legal liability and any litigation arising from or out of the conduct or performance of officers assigned to and/or working with the Weld County SWAT team shall be the responsibility of that officer's respective agency; however, any officer acting under the specific orders of a superior officer of the Weld County SWAT team from an agency other than that of the officer, may create a shared liability with that other agency, all in accordance with and pursuant to applicable law.
44. Only employees designated by the agencies participating in the Weld County SWAT team shall be authorized or permitted to operate any vehicle owned, leased, controlled and/or insured by the WCSO or Weld County, Colorado. In the event an employee of a participating agency other than the WCSO is involved in an accident while operating a WCSO Vehicle, and in the event it becomes necessary for the WCSO or Weld County to pay monies to any party for purposes of resisting, adjusting, satisfying or compromising any claim or demand arising out of such an accident, the involved employee's employing agency shall become obligated to reimburse the WCSO or Weld County for such expenses, fees and/or costs within a reasonable time, in no event to exceed thirty (30) days, after receiving written notice from the WCSO or Weld County of the incurring of such expenses, fees or costs. However, as soon as it appears that there may be some liability for payment of damages on the part of WCSO or Weld County, the WCSO or Weld County, or both, must immediately involve a representative from the participating agency prior to negotiating any resolution that may result in liability on the part of the participating agency.

45. Other than those expenses that are otherwise referenced in this MOU, each party shall be responsible for its own respective costs and expenses of training and participating in Weld County SWAT team incidents. All involved agencies may jointly attempt to recover costs of operations when appropriate, through any form of restitution or other provision for such recovery available through federal, state or county funds, homeland security, hazardous materials incidents or other sources. If any recovery is obtained, the involved agencies shall distribute the recovered monies pro rata.

### **General Provisions**

46. This MOU contains the entire agreement and understanding between the parties to this MOU and supersedes any other agreements concerning the subject matter of this MOU, whether oral or written. No modification, amendment, notation, renewal or other alteration of or to this MOU shall be deemed valid or of any force or effect whatsoever, unless mutually agreed upon in writing by all parties hereto.
47. Nothing contained herein shall be construed as a waiver of any and all rights, limitations and protections afforded the parties by virtue of the Colorado Governmental Immunity Act, section 24-10-101, et.seq. C.R.S. The parties specifically reserve unto themselves, their officers, employees and agents any and all defenses, rights, limitations and immunities provided by law.
48. Nothing in this MOU shall be construed to require any party to this MOU to provide funding not previously budgeted.
49. It is expressly understood and agreed that enforcement of the terms and conditions of this MOU and all rights of action relating to such enforcement, shall be strictly reserved to the undersigned parties and nothing contained in this MOU shall give or allow any claim or right of action whatsoever by any other person not included in this MOU. It is the express intention of the undersigned parties that any entity, other than the undersigned parties, receiving services or benefits under this MOU shall be deemed an incidental beneficiary only.
50. The parties agree to execute any additional documents and to take any additional action necessary to carry out this MOU.
51. This MOU shall not be assigned or delegated.
52. Any notice required or permitted by this MOU shall be in writing and shall be deemed to have been successfully given for all purposes if sent by certified or registered mail, postage and fees prepaid, addressed to the party to whom such notice is intended to be given at the address set forth on the signature page below, or at such other address as has been previously furnished in writing to the other party or parties. Such notice shall be deemed to have been given when deposited in the US mail.

53. Any notice required or permitted by this MOU shall be in writing and shall be deemed to have been successfully given for all purposes if sent by certified or registered mail, postage and fees prepaid, addressed to the party to whom such notice is intended to be given at the address set forth on the signature page below, or at such other address as has been previously furnished in writing to the other party or parties. Such notice shall be deemed to have been given when deposited in the US mail.
54. This MOU shall be governed by the laws of the State of Colorado.
55. This MOU may be executed in several counterparts and, as so executed, shall constitute one agreement, binding on all the parties even though all parties have not signed the same counterpart. Any counterpart of this MOU which has attached to it separate signature pages, which altogether contain the signatures of all the parties, shall be deemed a fully executed document for all purposes.
56. If any provision of this MOU is declared by a court of competent jurisdiction to be invalid, void or unenforceable, such provision shall be deemed to be severable, and all other provisions of this MOU shall remain fully enforceable, and this MOU shall be interpreted in all respects as if such provisions were omitted.

\_\_\_\_\_  
Town of Hudson, Police Chief

\_\_\_\_\_  
Date

\_\_\_\_\_  
Town of Hudson, Town Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Weld County Sheriff

\_\_\_\_\_  
Date

**MEMORANDUM**

**3.q.**

**To:** Board of Trustees  
**From:** Brent Flot, Public Safety Director  
**Date:** January 6, 2016  
**Subject:** Discussion: Agreement between the Douglas County Board of County Commissioners and the Hudson Police Department (SXO list management)

This agreement is for maintenance of registered sex offenders located in the Town of Hudson. It's a website that lists those offenders within your jurisdiction. When a Law Enforcement Officer contacts these individuals they can "log" the event. By doing this, it provides a paper trail for statutory requirements. The majority of the agencies in Weld County use this system.

I will be at the meeting to answer any questions you may have.

**AGREEMENT  
BETWEEN THE BOARD OF COUNTY COMMISSIONERS OF THE  
COUNTY OF DOUGLAS AND  
THE HUDSON POLICE DEPARTMENT**

**THIS AGREEMENT** made this \_\_\_ day of \_\_\_\_\_, 20 \_\_, by and between the Board of County Commissioners of the County of Douglas, State of Colorado (“DOUGLAS COUNTY”), and the TOWN OF HUDSON, HUDSON POLICE DEPARTMENT hereinafter referred to as (“USER”), hereinafter referred to jointly as the Parties (“PARTIES”); and

**WHEREAS**, pursuant to the provisions of Article XIV, Section 18(2)(a) of the Colorado Constitution, and Section 29-1-203, C.R.S., there is established a means whereby governmental units may cooperate or contract with one another to make the most efficient and effective use of their powers and responsibilities; and

**WHEREAS**, DOUGLAS COUNTY has developed a system to manage and exchange information regarding sex offenders which is accessed through a web-based interactive software program called SOTAR™. DOUGLAS COUNTY has exclusive rights of ownership in the SOTAR™ system including, but not limited to, SOTAR™, the name, the software, all source code contributed by Douglas County, the structure of any data repositories created to support SOTAR™, and all associated documentation (collectively, “SYSTEM”).

**WHEREAS**, USER desires to obtain access to the SOTAR™ SYSTEM.

**WHEREAS**, DOUGLAS COUNTY agrees to provide USER access to the SOTAR™ application on a basis commonly known as “software as a service” whereby USER has access to, but does not receive a copy of, SOTAR™ and obtains no right, title or interest whatsoever in or to the SYSTEM.

**NOW, THEREFORE**, in consideration of the mutual covenants and promises contained herein and the recitals as set forth above, the PARTIES hereby agree as follows:

1. **TERM OF AGREEMENT AND TERMINATION.** The effective date of this AGREEMENT shall be the date of signing by DOUGLAS COUNTY and USER, whichever is the last to sign. This AGREEMENT shall remain in full force and effect from the effective date until either PARTY elects to terminate this AGREEMENT upon 30 days prior written notice to the other PARTY.
2. **SERVICES.** DOUGLAS COUNTY will provide USER non-exclusive, limited access to SOTAR for only the following activities: view the portion of SOTAR™ available to law enforcement personnel (which includes access to all data input by jurisdictions that participate in SOTAR™), view the portion of SOTAR™ available to the general public and, subject to Section 7 below, access SOTAR™ so that USER can input data regarding sex offenders residing in its jurisdiction (all of the above collectively are “SERVICES”). DOUGLAS COUNTY may suspend or terminate the SERVICES in the event USER fails to comply with any of the terms and conditions

of this AGREEMENT and may pursue all other remedies that DOUGLAS COUNTY has available to it against USER. USER shall not be entitled to a credit or refund in the event this AGREEMENT is terminated pursuant to this Section 2.

3. **USAGE.** USER agrees that its access to and use of the portion of SOTAR™ available to law enforcement, access to the data repository underlying SOTAR™, and all associated documentation will be limited to the law enforcement personnel employed by USER and the Local Administrators designated by USER. USER shall not, directly or indirectly, disclose, copy, distribute or publish to any third party any information from SOTAR™ except for information obtained from the portion of SOTAR™ available to the general public. USER may inform the general public that SOTAR™ exists and how to access the portion of SOTAR™ available to the general public. The general public will only be able to view the portion of SOTAR™ available to the general public. USERS shall not violate any federal (including CJIS), state or local statutes, charter provisions, ordinances, rules, regulations, or standards that apply to the storing, handling and disclosure of information regarding any person listed in the SYSTEM.
4. **SERVICE FEE.** The PARTIES expressly recognize and agree that DOUGLAS COUNTY provides this SERVICE at a significant expense. The PARTIES further recognize and agree that, although DOUGLAS COUNTY agrees initially to provide this SERVICE to USER for no fee, it is under no obligation to do so indefinitely. Upon 30-days written notice, the COUNTY may impose a new or increased fee, at which time USER may elect to discontinue the SERVICE or execute an Addendum agreeing to pay said new or increased fee.
5. **COMPLIANCE WITH ARTICLE X SECTION 20 OF THE COLORADO CONSTITUTION (IF APPLICABLE TO USER):**

Notwithstanding other provisions in this Agreement to the contrary, the PARTIES understand and acknowledge that they are subject to Article X, Section 20 of the Colorado Constitution ("TABOR").

- A. The PARTIES do not intend to violate the terms and requirements of TABOR by the execution of this Agreement.
- B. It is understood and agreed that this Agreement does not create a multi-fiscal year direct or indirect debt or obligation within the meaning of TABOR and, therefore, notwithstanding anything in this Agreement to the contrary, all payment obligations of the PARTIES are expressly dependent and conditioned upon the continuing availability of funds beyond the term of the PARTIES' current fiscal period ending upon the next succeeding December 31.
- C. Financial obligations of the PARTIES payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with ordinances and resolutions of the responsible party and other applicable law.

- D. Failure of a party to make appropriation of amounts required in any fiscal year, if not promptly cured, shall result in termination of this Agreement.
6. **DEPLOYMENT AND OPERATION.** DOUGLAS COUNTY shall provide the SYSTEM in its "AS IS" condition. DOUGLAS COUNTY is not obligated to provide customizations specific to USER for the SYSTEM. DOUGLAS COUNTY shall use reasonable efforts to maintain the servers and infrastructure necessary to run the SYSTEM. Provided, however, inaccessibility of the SYSTEM related to high traffic volume shall not be a breach of this AGREEMENT. USER shall call 303-814-7040 (or such other number USER is notified to call) for any issues in accessing SOTAR or the proper function of the SYSTEM. DOUGLAS COUNTY may modify (add, delete or change) the functions and format of the SYSTEM at any time and in any way without any advance notice to USER. DOUGLAS COUNTY may discontinue the SYSTEM altogether at any time upon 30 days prior written notice, in which event USER shall be entitled to a pro rated credit of the service fee, if applicable, that USER paid for the year in which the discontinuance occurs. The credit may be applied to any amounts USER owes to DOUGLAS COUNTY.
7. **LOCAL ADMINISTRATORS.** USER will designate a maximum of three (3) Local Administrators within USER'S jurisdiction and provide DOUGLAS COUNTY with their contact information, and notify DOUGLAS COUNTY promptly if they are removed or replaced. DOUGLAS COUNTY will provide and maintain a contact number and email address, through which only USER'S designated Local Administrator(s) may communicate to DOUGLAS COUNTY any issues or concerns with SYSTEM availability or performance. DOUGLAS COUNTY will communicate via the contact information for the Local Administrators it has on file regarding the SYSTEM including, but not limited to, any planned system maintenance or outages or known system defects.
8. **USER ACCESS AND MAINTENANCE; LICENSE.** As a condition of granting USER access to the SYSTEM, USER shall input data on all existing and new sex offenders in USER'S jurisdiction and manage existing data in the data repository underlying SOTAR™. DOUGLAS COUNTY will provide the Local Administrator(s) with a secure login ID and password, limited system documentation and instructions for acceptable use. USER'S Local Administrators shall be responsible for provisioning, de-provisioning, maintaining and supporting system operators in USER'S jurisdiction. Each operator shall have a unique login in the system. Only the Local Administrator for that jurisdiction shall have access to the user management feature for the USER'S jurisdiction. USER understands and agrees that USER shall be solely liable for any errors, omissions or claims arising out of or related to the data USER input into the data repository underlying the SOTAR™ application. USER understands and agrees that all data input by USER will be viewable by all other authorized users of the SYSTEM.
9. **USE OF USER INFORMATION.** USER understands and agrees that, even if USER discontinues is use of the SOTAR™ application, DOUGLAS COUNTY and all

active users of the SOTAR™ application shall have the continued right to use the data contributed by USER, provided such use complies with this Agreement. Neither DOUGLAS COUNTY nor any other authorized USERS shall have any obligation at any time to segregate or stop using the information USER contributes to the data repository underlying SOTAR™.

10. **NO REVERSE ENGINEERING.** USER shall not reverse engineer, decompile, decrypt, or otherwise derive the design, internal logic, structure or inner workings (including algorithms and source code) of any software, products, models or prototypes related to the SYSTEM. USER shall not copy any part of the SYSTEM for any reason, including that information input by USER or related to USER'S jurisdiction.
11. **NO THIRD PARTY USE OR ACCESS.** USER shall not sell or in any manner, directly or indirectly, give any access to SOTAR™, the data repository underlying SOTAR™, documentation, or derivative works to any third party, including but not limited to, any governmental agency in USER'S jurisdiction, any other government agency, or any for profit or non-profit entity. All inquiries from third parties regarding access to the SYSTEM must be directed to DOUGLAS COUNTY.
12. **EXCLUSIVE OWNERSHIP.** It is expressly understood and agreed by USER that the SYSTEM is protected by copyright and other intellectual property laws and that DOUGLAS COUNTY is the sole owner of all right, title and interest in and to the SYSTEM, and that through this AGREEMENT, DOUGLAS COUNTY is conveying only the limited access rights expressly contained in this AGREEMENT, but DOUGLAS COUNTY is not conveying to USER any right, title or interest in or to the SYSTEM or derivative works.
13. **DISCLAIMER OF WARRANTY.** The SYSTEM is provided by DOUGLAS COUNTY on an "AS IS, WHERE IS" basis, with no warranties whatsoever except as expressly set forth in this AGREEMENT. DOUGLAS COUNTY hereby disclaims all other warranties, express or implied, including the implied warranties of merchantability, fitness for a particular purpose, title, non-infringement of intellectual property rights and course of dealing. DOUGLAS COUNTY makes no warranties or representations regarding applicability of the SYSTEM to USER or compatibility of the SYSTEM with the infrastructure used by USER. DOUGLAS COUNTY makes no warranties as to the accuracy of the information contained in the data repository or mapping information provided by any third party vendor. Without limiting the generality of the foregoing, DOUGLAS COUNTY has no obligation to indemnify or defend USER against any claims arising out of or related to the use of the SYSTEM including, but not limited to, infringement of intellectual property rights.
14. **LIMITATIONS ON LIABILITY.** In no event will DOUGLAS COUNTY be liable for any direct, indirect, incidental, special, consequential or punitive damages arising out of or related to this AGREEMENT regardless of the form of action, whether in contract, tort (including, but not limited to, negligence), strict product liability or

otherwise even if DOUGLAS COUNTY is advised in advance of the possibility of the damages in question and even if such damages were foreseeable and even if USER'S remedies fail of their essential purpose.

15. **NOTICE.** Any notice required by this AGREEMENT shall be given, in writing. Any such notice shall be deemed given (a) on the date of delivery, if personally delivered (if a signed receipt is obtained); (b) by electronic transmission, provided electronic or other written confirmation of delivery is obtained; or (c) on the third business day following mailing by registered or certified mail, return receipt requested, provided proper postage was prepaid and the mail was addressed to the address set forth immediately below or such new address that is given to the other PARTY in accordance with this Section 14.

A. **To USER:**  
Hudson Police Department  
(Department Head & Main Contact/Title)  
(USER Street Address)  
(USER city, state, zip)  
(USER phone)

B. **To DOUGLAS COUNTY:**  
Douglas County Government  
Sheriff's Office IT Department  
4000 Justice Way  
Castle Rock, CO 80109  
(303) 814-7006

16. **APPLICABLE LAW.** The PARTIES agree to comply with applicable federal, state and local statutes, charter provisions, ordinances, rules, regulations and standards as are in effect at the time this AGREEMENT is executed and as they may change from time to time. Any disputes arising under this AGREEMENT shall be brought exclusively in Douglas County District Court in the State of Colorado. USER hereby knowingly and voluntarily waives any objection to Douglas County, Colorado as an inconvenient forum and hereby consents to the exercise of personal jurisdiction by the Douglas County District Court in the State of Colorado. The PARTIES may mutually agree to informal resolution of disputes. Prior to filing litigation, the PARTIES shall discuss participation in alternative dispute resolution, which may include pre-suit mediation or settlement conferences.
17. **NON-WAIVER.** The PARTIES shall not be excused from complying with any provisions of this AGREEMENT by the failure or delay of any PARTY to insist upon or seek compliance with such provisions.
18. **SEVERABILITY.** Should any provision(s) of this AGREEMENT be determined to be illegal or unenforceable, such provision shall be modified to make it legal and enforceable to the fullest extent of the law. In the event modification would not make the provision legal and enforceable, such provision shall be deleted from this

AGREEMENT and all remaining provisions of this AGREEMENT shall remain fully enforceable. Provided, however, with respect to the deleted provision, the PARTIES shall forthwith enter into good faith negotiations and proceed with due diligence to draft a term that will achieve the original intent of the PARTIES hereunder.

19. **AMENDMENT.** This AGREEMENT may be amended, modified, or changed, in whole or in part, only by written AGREEMENT executed by the PARTIES hereto.
20. **ASSIGNABILITY; SUBLICENSING.** USER shall not assign or sublicense its rights or delegate its duties under this AGREEMENT without the prior written consent of DOUGLAS COUNTY.
21. **HEADINGS FOR CONVENIENCE.** Headings and titles contained herein are intended for the convenience and reference of the PARTIES only and are not intended to combine, limit, or describe the scope or intent of any provision of this AGREEMENT.
22. **GOVERNMENTAL IMMUNITY.** The PARTIES hereto understand and agree that the PARTIES and their commissioners, officials, officers, directors, agents and employees, are relying on, and do not waive or intend to waive by any provisions of this AGREEMENT, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, Section 24-10-101 to 120, C.R.S., or otherwise available to the PARTIES.
23. **OPEN RECORDS.** The PARTIES expressly agree that if any request is made that subjects the subject matter of this AGREEMENT to disclosure pursuant to the Colorado Open Records Act, Section 24-72-201, C.R.S. *et. seq.*, or the Colorado Criminal Justice Records Action, Section 24-72-301, C.R.S. *et. seq.* then the data will be disclosed in printed, hardcopy form, and not in digital form, so long as the law allows this discretion. In the event it must be disclosed in digital form, the recipient shall sign a non-disclosure and non-use agreement related to the SYSTEM (which will be supplied by DOUGLAS COUNTY) prior to obtaining the digital information.
24. **THIRD PARTY BENEFICIARIES.** DOUGLAS COUNTY does not intend by the Agreement to assume any contractual obligations to anyone other than the USER, and the USER does not intend by the AGREEMENT to assume any contractual obligation to anyone other than DOUGLAS COUNTY. DOUGLAS COUNTY and USER do not intend that there be any third-party beneficiary to this AGREEMENT.
25. **SURVIVAL:** Where the context of this AGREEMENT reasonably requires such an interpretation, the provisions of this AGREEMENT shall survive termination.
26. **EXECUTION.** This AGREEMENT may be executed in counterparts.

THEREFORE, IN WITNESS WHEREOF, the PARTIES hereto have executed this AGREEMENT the day and year first above written.

**THE BOARD OF COUNTY COMMISSIONERS  
OF THE COUNTY OF DOUGLAS, COLORADO:**

BY: \_\_\_\_\_ Date: \_\_\_\_\_  
Tony G. Spurlock  
Sheriff

**APPROVED AS TO LEGAL FORM:**

\_\_\_\_\_ Date: \_\_\_\_\_  
Kelly Dunnaway,  
Deputy County Attorney

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**(INSERT USER NAME – Modify as needed):**

\_\_\_\_\_ Date: \_\_\_\_\_  
(INSERT NAME)  
(INSERT TITLE)

**APPROVED AS TO LEGAL FORM:**

\_\_\_\_\_ Date: \_\_\_\_\_  
(INSERT NAME)  
(INSERT TITLE)

**MEMORANDUM**

**3.r.**

**To:** Board of Trustees  
**From:** Brent Flot, Public Safety Director  
**Date:** January 6, 2016  
**Subject:** Discussion: Weld County Regional Communications User Agreement

This agreement provides clarification on the cost for dispatch services, definition of dispatch services, and requirement of the Town of Hudson.

The agreement is mandatory to have dispatch handle the town's 911 calls.

I will be at the meeting to answer any questions you may have.

# WELD COUNTY REGIONAL COMMUNICATIONS USER AGREEMENT

## 1. PROVISION OF SERVICES BY THE COUNTY:

- a. The County, through the WCRCC, shall provide the following public safety dispatch services:
  - i. Emergency 911 call answering;
  - ii. Police, fire and EMS CAD/radio dispatching;
  - iii. NCIC/CCIC channel clearances; and
  - iv. After-hour notifications for police, animal control involving concerns for public safety, fire, EMS, water and sewer, risk management, and public works.
- b. The public safety dispatch services listed in 1(a) shall be provided to the City/Town/District 24 hours per day, seven days a week.
- c. If the City/Town/District desires additional emergency services beyond those described herein, it may request such services from the County. It shall be in the sole discretion of the County whether to accommodate such requests and any additional services provided shall be the subject of a separate agreement.

## 2. REQUIREMENTS OF THE CITY/TOWN/DISTRICT

- a. City/Town/District must show annual maintenance records of all Subscriber units no later than December 31<sup>st</sup> of current year and every year thereafter to include subscriber ID# and date of maintenance to the Director of Public Safety Communications.
- b. City/Town/District must show New Hire and Annual employee Radio Subscriber Unit Training documentation no later than December 31<sup>st</sup> of current year and every year thereafter to include Name of employee, date of training and current Radio Template to the Director of Public Safety Communications. (See Appendix A for training content)

## 3. COST FOR DISPATCH SERVICES.

The County shall determine costs to be paid by the City/Town/District for dispatch services based upon the following methodology:

- a. The county shall determine costs to be paid by the City/Town/District for dispatch services based upon the following methodology:
  - Allocation of costs will be charged based upon utilization of services that drives costs, which are dispatched calls.

- Call volume will be averaged over the prior four years to avoid an entity from having a spike in costs due to an extraordinary event, such as a tornado.
  - Cost for police dispatch and fire dispatch are different based upon the number of dispatch positions to handle the call volume. Therefore, costs will be prorated between fire and law based upon the percentage of the number of dispatch law and fire consoles.
  - The total budget for operations for the Weld County Communication Center (WCRCC) shall be determined annually. From the total for operational costs the amount reimbursed by the Weld County E911 Authority for operations will be subtracted to determine a net cost of operations for the WCRCC to be allocated to user agencies. The net operating costs for the WCRCC shall be allocated between law and fire agencies based upon the number of dispatch positions for law and the number of dispatch positions for fire divided by each of the total respective type of calls to arrive at a cost per call for each type of call (law or fire).
  - The total cost for infrastructure depreciation for the Weld County Communication Center (WCRCC) shall be determined annually. From the total cost of infrastructure depreciation the amount attributed to infrastructure depreciation for the Weld County E911 Authority will be subtracted to determine a net cost of infrastructure depreciation for the WCRCC to be allocated to user agencies. The net cost of infrastructure depreciation for the WCRCC shall be allocated between law and fire agencies based upon the number of dispatch positions for law and the number of dispatch positions for fire divided by each of the total respective type of calls to arrive at a cost per call for each type of call, similar to the operational costs.
  - The costs per call type (law or fire) will be multiplied times the call volume averaged over four years for each law and fire agency to determine the total operational cost and cost for infrastructure depreciation for each agency annually.
  - From the above process the total annual costs for operations and infrastructure depreciation (less the amount allocated to the E911 Authority) allocated to each law and fire agency will be determined. Starting in 2016 each law and fire agency shall pay ten percent (10%) of the total costs for operations and infrastructure depreciation allocated to each law and fire agency, in 2017 twelve and one-half percent (12.5%), in 2018 fifteen percent (15%), in 2019 seventeen and one-half percent (17.5%) and in 2020 and beyond twenty percent (20%).
- b. If the City/Town/District requests or requires additional emergency services above the current service level as described in 1(a), the City/Town/District will pay for the additional services in their entirety above and beyond any allocation from the adopted methodology.
- c. The cost basis for public safety dispatch services for the following year will be provided to the City/Town/District by June 1 of each year.
- d. The County reserves the right to periodically review the cost allocation methodology and make any appropriate changes to the cost allocation methodology. Any such approved changes to the cost allocation shall modify the cost allocation terms of this Agreement and be imposed pursuant to the terms of this Agreement. If the cost allocation methodology change is uniformly applied to all like users no amendment to this agreement is required.

4. **TERM:** The term of this IGA shall be from January 1, 2016, to and until December 31, 2016, and shall continue for successive one year periods thereafter, unless terminated sooner by either party by giving to the other notice of termination at least 180 days prior to the projected date of termination. Or a mutually agreed upon date.
5. **ENTIRE AGREEMENT:** This writing constitutes the entire agreement between the parties hereto with respect to the subject matter herein, and shall be binding upon said parties, their officers, employees, agents and assigns.
6. **NO WAIVER OF IMMUNITY:** No portion of this IGA shall be deemed to constitute a waiver of any immunities the parties or their officers, employees, or agents may possess, nor shall any portion of this IGA be deemed to have created a duty of care which did not previously exist with respect to any person not a party to this IGA.
7. **NON-APPROPRIATION:** Financial obligations of the parties imposed under this IGA and payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available. By execution of this IGA, the parties do not warrant that funds will be available to fund this IGA beyond the current fiscal year and no portion of this IGA shall be deemed to create an obligation on the part of the County to expend funds not otherwise appropriated in each succeeding year.
8. **NON-LIABILITY:** The City/Town/District agrees that in no event shall the County be liable to the City/Town/District due to any stoppage, delay, or any impairment in the provision of dispatch services pursuant to this IGA where such stoppage, delay, or impairment result from acts of God, fire, war, legal or equitable proceeding, or any other cause which is outside the control of the County.
9. **INDEMNITY.** To the extent authorized or limited by law, the City/Town/District agrees to indemnify, defend, and hold the County, its officers, employees, and agents, harmless from and against any and all claims, suits, expenses, damages, or any injury to persons, entities, or property arising from any and all acts, omissions, or failures to act by the City/Town/District, its employees, officers, and agents, occurring from the point of receiving public safety dispatch services pursuant to this IGA. To the extent authorized or limited by law, the County agrees to indemnify, defend, and hold City/Town/District, its officers, employees, and agents, harmless from and against any and all claims, suits, expenses, damages, or any injury to persons, entities, or property arising from any and all acts, omissions, or failures to act by the County, its employees, officers, and agents, occurring from the provision of public safety dispatch services pursuant to this IGA.
10. **NO THIRD PARTY BENEFICIARY ENFORCEMENT.** It is expressly understood and agreed that the enforcement of the terms and conditions of this IGA, and all rights of action relating to such enforcement, shall be strictly reserved to the undersigned parties and nothing in this IGA shall give or allow any claim or right of action whatsoever by any other person not included in this IGA. It is the express intention of the undersigned parties that any entity other than the undersigned parties receiving services or benefits under this IGA shall be an incidental beneficiary only.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

) CITY/TOWN/DISTRICT:

\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_

WELD COUNTY:

ATTEST:  
Weld County Clerk to the Board

BOARD OF COUNTY COMMISSIONERS  
WELD COUNTY, COLORADO

BY: \_\_\_\_\_  
Deputy Clerk to the Board

\_\_\_\_\_  
Barbara Kirkmeyer, Chair

APPROVED AS TO FUNDING:

APPROVED AS TO SUBSTANCE:

) \_\_\_\_\_  
Controller

\_\_\_\_\_  
Elected Official or Department Head

APPROVED AS TO FORM:

\_\_\_\_\_  
County Attorney

**MEMORANDUM**

**3.s.**

**To:** Board of Trustees  
**From:** Joe Racine, Town Administrator  
**Date:** January 6, 2016  
**Subject:** Discussion: Staffing levels in Marshal's office

Establishing a new police department for the Town is a learning experience for all of us. One of the things that we've learned is that there are practical difficulties in providing a reasonable level of police services with only two sworn officers in the Marshal's department.

Typically, 24/7 full time patrol coverage requires a minimum of seven officers. We're a long way from that level of coverage. However, with a reasonable on-call schedule, and considering training, vacations, and other anticipated time off, and in consideration of the drastically reduced level of "indirect" services that we can expect from the Sheriff, there is no practical way to cover the town with two officers.

We have received applications for the Deputy Marshal position from interested applicants. It would be an opportunity to hire two Deputies rather than just one if the Board would approve the added position. While this is not specifically in the 2016 budget, the cost of the additional deputy and the equipment needed to outfit that position could probably be absorbed into the overall General Fund appropriation. Police is a sub-fund of the General Fund and not a fund by itself.

Brent Flot will be on hand to discuss this concern with the Board. If approved, we will proceed with filling two Deputy positions.

## MEMORANDUM

**3.t.**

**To:** Board of Trustees  
**From:** Joe Racine, Town Administrator  
**Date:** January 6, 2016  
**Subject:** Resolution No. 16-05, IGA with Fort Lupton for use of recreation center

### **Attachments**

As one of the initial programs of the new recreation department, staff has negotiated an agreement with the City of Fort Lupton whereby they would provide access to the Fort Lupton Recreation Center to Hudson residents at Fort Lupton resident rates. Hudson would reimburse Fort Lupton for the difference.

The 2016 budget anticipates this arrangement and includes \$5,000 to cover the cost of this service. We do not at this time know how many Hudson residents will take advantage of the reduced rates. But until Hudson has its own recreation center, this interim program would improve access by Town residents to recreation opportunities. Staff will monitor the program to see if the budgeted funds are sufficient to cover the cost.

The attached Resolution No. 16-05 approves the attached Intergovernmental Agreement with Fort Lupton. Fort Lupton staff has indicated that the idea was brought to the Fort Lupton City Council, and the Council supports this concept.

Under the attached IGA, bona fide residents from within the Hudson Town limits could use the Fort Lupton Recreation Center and its programs at resident rates. The agreement includes a schedule of those rates. It further provides for Hudson to pay to Fort Lupton the difference in fees collected from Hudson residents and what would have been collected under non-resident rates. There is also a \$500 per year administrative fee. Hudson would be billed quarterly. Fort Lupton would take reasonable measures to ensure that the reduced rate under this agreement is only available to Hudson residents.

Billie Stam will be on hand to discuss this proposal with the Board.

RESOLUTION NO.

16-05

**TITLE: A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF FORT LUPTON TO PROVIDE FOR USE OF THE FORT LUPTON RECREATION CENTER BY HUDSON RESIDENTS AT RESIDENT RATES**

WHEREAS, the Town of Hudson (the "Town") has established a recreation department and desires to increase opportunities for Hudson residents to participate in local recreation activities; and

WHEREAS, the Town does not currently have a recreation center; and

WHEREAS, the Board of Trustees finds that it is in the public interest to financially support use of the Fort Lupton recreation center by residents of Hudson.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF HUDSON, COLORADO, AS FOLLOWS:

Section 1, The Intergovernmental Agreement By and Between the Town of Hudson, Colorado and the City of Fort Lupton, Colorado, Regarding Town of Hudson Use of Fort Lupton Recreation Center (the "IGA") is hereby approved.

Section 2. The Mayor is authorized to sign the IGA on behalf of the Town.

INTRODUCED, READ and PASSED this 6<sup>th</sup> day of January, 2016.

BOARD OF TRUSTEES,  
TOWN OF HUDSON, COLORADO

\_\_\_\_\_  
Raymond Patch, Mayor

ATTEST:

\_\_\_\_\_  
Linnette Barker, Town Clerk

INTERGOVERNMENTAL AGREEMENT

BY AND BETWEEN

THE TOWN OF HUDSON, COLORADO

AND

THE CITY OF FORT LUPTON, COLORADO

REGARDING TOWN OF HUDSON USE OF FORT LUPTON RECREATION CENTER

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This INTERGOVERNMENTAL AGREEMENT (the "Agreement"), is made and entered into this \_\_\_ day of September, 2015, by and between the TOWN OF HUDSON, COLORADO, a statutory town of the State of Colorado ( "Hudson") and the CITY OF FORT LUPTON, COLORADO, a statutory city of the State of Colorado (the "Fort Lupton"). Hudson and Fort Lupton are hereinafter, from time to time, referred to individually as a "Party" and collectively as the "Parties."

RECITALS

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

WHEREAS, Hudson and Fort Lupton are each authorized to provide recreation services and facilities to their respective taxpayers and residents;

WHEREAS, Fort Lupton owns and operates a recreation center (the "Fort Lupton Facility"), and Hudson desires to allow individuals who reside within the corporate limits of Hudson ("Hudson Residents") to use the Fort Lupton Facility at the rate Fort Lupton charges to its own residents by Hudson subsidizing its residents' rates for use of the Fort Lupton Facility by paying directly to the Fort Lupton the difference in such rates plus an annual administrative fee of five hundred dollars (\$500.00); and

WHEREAS, Hudson and the Fort Lupton have determined it to be in the best interests of their respective taxpayers and residents to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and stipulations set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. USE OF FORT LUPTON FACILITY BY HUDSON RESIDENTS.

A. Hudson and Fort Lupton agree that Hudson residents may use the Fort Lupton Facility and be directly charged by Fort Lupton at the Fort Lupton Facility

user rates, with the difference between such usage fees collected at resident rates and the usage fees that would have been paid by Hudson Residents at non-resident rates to be paid by Hudson as set forth below, or as may be amended from time to time.

B. Fort Lupton will take reasonable measures to ensure that users of the Fort Lupton Facility who claim to be Hudson Residents do in fact reside within the corporate limits of the Town of Hudson.

2. COMPENSATION BY HUDSON TO FORT LUPTON FOR HUDSON USERS.

The Fort Lupton resident and nonresident fees are as set forth in **Exhibit A**, attached hereto and incorporated herein by this reference. Hudson shall pay to Fort Lupton the cost difference between resident and nonresident fees per month for all use by Hudson Residents of the Fort Lupton Facility (the "Subsidy"). Fort Lupton will notify Hudson in advance of any changes in fees for use of the Fort Lupton Facility.

3. BILLING. Fort Lupton shall bill Hudson on a quarterly basis as set forth herein. Fort Lupton shall submit a quarterly statement to Hudson for payment for the previous quarter's use.

A. All statements, shall be submitted by Fort Lupton to Hudson quarterly for the periods January through March, April through June, July through September, and October through December.

B. The amounts of all such quarterly payments shall be paid by Hudson within twenty-one (21) days after the timely receipt of a statement as provided by this Agreement.

C. Each quarterly statement shall include an additional administrative fee of one hundred twenty-five dollars (\$125.00).

D. In the event payment for services rendered has not been made within thirty (30) days from the receipt of the invoice, Fort Lupton may exercise the remedies set forth in Paragraph 6 of this Agreement.

4. TERM OF AGREEMENT/RENEWAL. This Agreement shall become effective as of the date first above written and shall terminate on December 31, 2016, unless otherwise terminated by either Party in accordance with this Agreement. Notwithstanding the foregoing, this Agreement shall thereafter automatically renew on January 1<sup>st</sup> of each succeeding year for an additional one (1) year term unless: 1) terminated by the Parties in writing at least thirty (30) days prior to the automatic renewal date; or 2) terminated by the Parties pursuant to this Agreement.

5. ASSIGNMENT. Neither Party shall not have the right or power to assign this Agreement or parts thereof, or its respective duties, without the express written consent of the other Party hereto. Any attempted assignment, delegation or subcontracting of this Agreement in

whole or in part with respect to which the other Party has not consented, in writing, shall be null and void and of no effect whatsoever.

6. TERMINATION. This Agreement may be terminated for cause upon delivery of thirty (30) days prior written notice to the other Party. If this Agreement is terminated, Hudson shall be paid the Subsidy for all Hudson resident users through the date of termination.

7. NOTICES. Any notices or other communications required or permitted by this Agreement or by law to be served on, given to, or delivered to either Party hereto, by the other Party shall be in writing and shall be deemed duly served, given, or delivered when personally delivered to the Party to whom it is addressed or in lieu of such personal services, three (3) days after deposited in the United States' mail, first-class postage prepaid, properly addressed to the Parties at:

To Fort Lupton: City of Fort Lupton, Colorado  
Attention: Aaron Herrera, Assistant City Administrator  
130 S. McKinley Avenue  
Fort Lupton, Colorado 80621

With a copy to:

To Hudson: Town of Hudson, Colorado  
Attention: Joe Racine, Hudson Administrator  
557 Ash Street  
Post Office Box 351  
Hudson, Colorado 80642

With a copy to: HOFFMANN, PARKER WILSON &  
CARBERRY, P.C.  
Attention: Corey Y. Hoffmann, Esq.  
511 16<sup>th</sup> Street, Suite 610  
Denver, Colorado 80202  
(303) 825-6444  
cyhoffmann@hpwclaw.com

Either Party may change its address for the purpose of this Paragraph by giving written notice of such change to the other Party in the manner provided in this Paragraph 7.

8. ENTIRE AGREEMENT. This Agreement constitutes the entire Agreement between the Parties hereto relating to Hudson's payment of the Subsidy for use of the Fort Lupton Facility, and sets forth the rights, duties, and obligations of each to the other as of this date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. This Agreement may not be modified except by a writing executed by both Parties.

9. NO WAIVER. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other of the provisions of this Agreement, nor shall such

waiver constitute a continuing waiver unless otherwise expressly provided herein, nor shall the waiver of any default hereunder be deemed a waiver of any subsequent default hereunder.

10. GOVERNING LAW. This Agreement and all claims or controversies arising out of or relating to this Agreement shall be governed and construed in accordance with the law of the State of Colorado. Venue for all actions arising from this Agreement shall be in the District Court in and for Weld County.

11. COMPLIANCE WITH LAW. This Agreement shall be performed in accordance with, and to the extent permitted by, all applicable laws, rules, regulations, ordinances and/or similar directives of the jurisdiction in which this Agreement is performed.

12. INSURANCE AND GOVERNMENTAL IMMUNITY.

A. Each party hereto agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by them pursuant to this Agreement. More specifically, the parties hereto shall procure and maintain the minimum insurance coverage listed in subsection B. below. Such coverage shall be procured and maintained with forms and insurers acceptable to the respective Parties. All coverage shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Parties pursuant to this Agreement. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

B. The Parties hereto shall procure and maintain at its sole and exclusive expense insurance coverage, including comprehensive liability, personal injury, property damage worker's compensation and, if applicable, emergency medical service professional liability with minimum combined single limits of six hundred thousand dollars (\$600,000) each occurrence and one million dollars (\$1,000,000) general aggregate. The policy shall contain a severability of interests provision.

C. The Parties further understand and agree that the Parties, their officers, and their employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations (presently three hundred fifty thousand dollars (\$350,000) per person and nine hundred and ninety thousand dollars (\$990,000) per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, Colo. Rev. Stat. §24-10-101 et seq., 10 Colo. Rev. Stat., as from time to time amended, or otherwise available to Hudson and Fort Lupton, their officers, their employees, or agents.

13. SEVERABILITY. If any portion of this Agreement is declared by any court of competent jurisdiction to be void or unenforceable, such decision shall not affect the validity of any remaining portion of this Agreement, which shall remain in full force and effect. In addition, in lieu of such void or unenforceable provision, there shall automatically be added as part of this Agreement a provision similar in terms to such illegal, invalid or unenforceable provision so that the resulting reformed provision is legal, valid and enforceable.

14. NO THIRD PARTY BENEFICIARIES. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party on such Agreement. It is the express intention of the Parties that any person other than Parties receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first above written. By the signature of its representative below, each Party affirms that it has taken all necessary action to authorize said representative to execute this Agreement.

THE TOWN OF HUDSON, COLORADO, a  
statutory town and political subdivision of the State  
of Colorado

\_\_\_\_\_  
Raymond Patch, Mayor

ATTEST:

\_\_\_\_\_  
Linnette Barker, Town Clerk

THE CITY OF FORT LUPTON, COLORADO, a  
statutory city and political subdivision of the State  
of Colorado

\_\_\_\_\_  
Tom Holton, Mayor

ATTEST:

\_\_\_\_\_  
Nanette Fornof, City Clerk

## EXHIBIT A

### Resident Fees

| Type of Admission           | Youth (Age 5-18<br>Years) | Adult (Age 19-<br>59 Years) | Senior (Age 60<br>Years or Older) | Couple | * Family |
|-----------------------------|---------------------------|-----------------------------|-----------------------------------|--------|----------|
| Daily Drop-In               | 3.00                      | 4.50                        | 3.00                              |        |          |
| ** Five Punch Facility Pass | 14.00                     | 19.00                       | 14.00                             |        |          |
| Monthly Pass                | 27.00                     | 36.00                       | 27.00                             | 50.00  | 65.00    |
| Quarterly Pass              | 54.50                     | 86.00                       | 52.00                             | 136.50 | 168.00   |
| Annual                      | 157.50                    | 267.50                      | 150.00                            | 420.00 | 494.50   |

\* Family Passes - Includes All income dependents living in a household.

Free child care for all Monthly, Quarterly, Annual (adult, couple, and family) pass holders.

\*\* Five Punch Facility Passes expire one year after date of purchase.

### Nonresident Fees

| Type of Admission           | Youth (Age 5-18<br>Years) | Adult (Age 19-59<br>Years) | Senior (Age 60 Years or<br>Older) | Couple | * Family |
|-----------------------------|---------------------------|----------------------------|-----------------------------------|--------|----------|
| Daily Drop-In               | 3.50                      | 5.50                       | 3.50                              |        |          |
| ** Five Punch Facility Pass | 16.00                     | 24.00                      | 16.00                             |        |          |
| Monthly Pass                | 30.00                     | 40.00                      | 30.00                             | 60.00  | 72.00    |
| Quarterly Pass              | 80.00                     | 105.00                     | 78.00                             | 173.00 | 210.00   |
| Annual                      | 220.00                    | 325.00                     | 210.00                            | 525.00 | 630.00   |

\* Family Passes - Includes All income dependents living in a household.

Free child care for all Monthly, Quarterly, Annual (adult, couple, and family) pass holders.

\*\* Five Punch Facility Passes expire one year after date of purchase.