

City of Arvada

City Council Agenda

FEBRUARY 1, 2021
CITY COUNCIL CHAMBERS
Regular Business and Workshop

Councilmembers:

Marc Williams, Mayor
Dot Miller, Mayor Pro-Tem
Bob Fifer, At large
Nancy Ford, District 1
David Jones, District 4
John Marriott, District 3
Lauren Simpson, District 2

Staff Members Usually Present:

Mark Deven, City Manager
Lorie Gillis, Deputy City Manager
Rachel Morris, City Attorney
Don Wick, Director of Public Works
Sharon Israel, Director of Utilities
Ryan Stachelski, Dir. of Community & Economic Development
Bryan Archer, Director of Finance
Rob Smetana, Manager of City Planning & Development
Ben Irwin, Chief Communications Manager
Kristen Rush, City Clerk

Info: 720-898-7550

CITY COUNCIL MEETING - CITY COUNCIL CHAMBERS

6:00 PM

1. Call to Order - 6:00 PM
2. Moment of Reflection and Pledge of Allegiance - Mayor Pro Tem Miller
3. Roll Call of Councilmembers
4. Approval of Minutes - None
5. Recognitions and Communications
 - A. Recognition of Judge Michael S. Matassa - (item will be rescheduled)
6. Presentations - None
7. Public Comment on Issues not Scheduled on Agenda - Three Minute Limit
8. New Business
 - A. Consent Agenda - None
 - B. Resolutions
 1. R21-030 A Resolution Authorizing an Intergovernmental Agreement Between the City of Arvada and the State of Colorado Acting by and through the Front Range Waste Diversion Enterprise within the Department of Public Health and Environment for a Grant Package for the Cash Grant of \$500,000 to Support Arvada's Purchase of Recycling Carts
 - C. Ordinances (First Reading)

1. CB21-006 An Ordinance Amending Article V, International Residential Code, Section 18-181, Climatic and Geographical Design Criteria of Chapter 18, Buildings and Building Regulations, of the Arvada City Code (Public Hearing to be set for March 1, 2021 at 6:15 p.m.)

9. Public Hearings - 6:15 PM
10. Workshop
 - A. Waste Hauling Update
11. Public Comment - Five Minute Limit
12. Reports from City Council
 - A. Council Committee Reports
13. Reports from City Manager
 - A. Review of Future Workshops and Presentations
14. Reports from City Attorney
15. Adjournment



REPORT TO CITY COUNCIL RESOLUTION

AGENDA ITEM
8.B.1.

TO: THE HONORABLE CITY COUNCIL

DATE: February 1, 2021

SUBJECT: R21-030 A Resolution Authorizing an Intergovernmental Agreement Between the City of Arvada and the State of Colorado Acting by and through the Front Range Waste Diversion Enterprise within the Department of Public Health and Environment for a Grant Package for the Cash Grant of \$500,000 to Support Arvada's Purchase of Recycling Carts

Report in Brief

In late October 2020, the City team received notification that the City has been awarded a Front Range Waste Diversion (FRWD) grant of \$500,000 from The Colorado Department of Public Health and Environment (CDPHE) for the purchase of curbside recycling carts. This grant serves to protect both public health and the environment in the Front Range of Colorado by expanding household recycling in the City of Arvada.

The Arvada team recommends that the City Council approve R21-030, A Resolution Authorizing an Intergovernmental Agreement Between the City of Arvada and the State of Colorado Acting by and through the Front Range Waste Diversion Enterprise within the Department of Public Health and Environment for a Grant Package for the Cash Grant of \$500,000 to Support Arvada's Purchase of Recycling Carts.

Financial Impact

There is no financial impact with this resolution. An affirmative vote on this resolution would unlock a grant package from the Colorado Department of Public Health and Environment (CDPHE) that includes a cash grant of \$500,000 to support Arvada's purchase of recycling carts.

We were previously awarded \$512,000 by The Recycling Partnership (TRP) towards this effort, which included \$480,000 for cart purchase and \$32,000 for community engagement. This means we have a total of \$980,000 in grant funding toward the purchase of recycling carts, significantly reducing the financial expense to the City for year one implementation and the general fund loan that must be repaid through the program.

Background

The Colorado Department of Public Health and Environment (CDPHE) has established the Front Range Waste Diversion (FRWD, or "forward") program. The FRWD program and enterprise fund was approved by the Colorado state legislature [in 2019](#), and collects funds from an increase in user fees at Front Range landfill to provide grants and technical assistance to Front Range communities to increase recycling, composting, and waste reduction. Based on Arvada's curbside recycling plan, we have applied and received an award of \$500,000 for purchase of curbside recycling carts. Distribution of grant funds occurs on a reimbursement basis.

Discussion

An affirmative vote on this resolution would unlock The Front Range Waste Diversion (FRWD) grant package of \$500,000 from the Colorado Department of Public Health and Environment (CDPHE) to support our city's purchase of recycling carts.

SUBJECT: R21-030 A Resolution Authorizing an Intergovernmental Agreement Between the City of Arvada and the State of Colorado Acting by and through the Front Range Waste Diversion Enterprise within the Department of Public Health and Environment for a Grant Package for the Cash Grant of \$500,000 to Support Arvada's Purchase of Recycling Carts

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By accepting this grant, Arvada will join a distinguished and growing list of communities that have successfully taken advantage of grant funding from the Colorado Department of Public Health and Environment (CDPHE) to improve their public recycling programs.

Public Contact

Posting of the City Council agenda.

Commission Recommendation

The Arvada Sustainability Advisory Committee was notified regarding this grant award and is very supportive of the use of these funds as described herein.

Strategic Alignment

The City Council's consideration of Waste Hauler Options aligns with the Priority Area of Vibrant Community and Neighborhoods within the City Council 2020-2025 Strategic Plan. Specifically, the proposed action will address Strategic Result 3: *Complete full implementation of waste hauling options.*

The Arvada team also believes that the proposed action aligns with the Infrastructure Priority Area of the City Council Strategic Plan as the organized waste hauling program will reduce the number of trucks on Arvada streets and roads.

The successful application for and use of grant funds aligns with the Priority Area of Organization and Service Effectiveness.

Alternative Courses of Action

N/A.

Recommendation for Action

The Arvada team recommends that the City Council approve R21-030, A Resolution Authorizing an Intergovernmental Agreement Between the City of Arvada and the State of Colorado Acting by and through the Front Range Waste Diversion Enterprise within the Department of Public Health and Environment for a Grant Package for the Cash Grant of \$500,000 to Support Arvada's Purchase of Recycling Carts.

Suggested Motion:

I move that R21-030, A Resolution Authorizing an Intergovernmental Agreement Between the City of Arvada and the State of Colorado Acting by and through the Front Range Waste Diversion Enterprise within the Department of Public Health and Environment for a Grant Package for the Cash Grant of \$500,000 to Support Arvada's Purchase of Recycling Carts, be (approved) (rejected).

Prepared by:
Madeline Stephens, IT Project Manager

Reviewed by:
Gail Walker, Legal Specialist-Contracts 1/20/2021

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Approved by:

Laura Hemler, Assistant City Attorney 1/20/2021

Rachel Morris, City Attorney 1/20/2021

Lorie Gillis, Deputy City Manager 1/21/2021

Mark Deven, City Manager 1/21/2021

Enclosure, exhibits & attachments required to support the report

RESOLUTION NO. R21-030

A RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF ARVADA AND THE STATE OF COLORADO ACTING BY AND
THROUGH THE FRONT RANGE WASTE DIVERSION ENTERPRISE WITHIN THE
DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT FOR A GRANT PACKAGE
FOR THE CASH GRANT OF \$500,000 TO SUPPORT ARVADA'S PURCHASE OF
RECYCLING CARTS

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ARVADA, COLORADO:

Section 1. The Mayor or Mayor Pro Tem is authorized to sign and the City Clerk to attest, in form approved by the City Attorney, an Intergovernmental Agreement, which is in substantially the same form as that attached hereto, between the City of Arvada and the State of Colorado acting by and through the Front Range Waste Diversion Enterprise within the Department of Public Health and Environment for a grant package for the cash grant of \$500,000 to support Arvada's purchase of recycling carts

Section 2. This resolution shall be effective upon its approval by the City Council.

APPROVED AND ADOPTED this 1st day of February, 2021.

Marc Williams, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

Rachel A. Morris, City Attorney

By: _____

STATE OF COLORADO INTERGOVERNMENTAL AGREEMENT

SIGNATURE AND COVER PAGE(S)

State Agency Front Range Waste Diversion Enterprise ("FRWD"), an enterprise for the purposes of Section 20 of Article X of the Constitution Colorado Department of Public Health and Environment 4300 Cherry Creek Drive South Denver, Colorado 80246	Contractor City of Arvada 8101 Ralston Road Arvada, Colorado 80002
Original Contract Number 2021*3175	Contract Performance Beginning Date The later of the Effective date or February 8, 2021
Contract Maximum Amount Initial Term 02/08/2021-12/31/2023 \$500,000.00 Extension Terms Contract Maximum Amount \$500,000.00	Contract Expiration Date December 31, 2023 Except as stated in §2.D., the total duration of this Contract, including the exercise of any options to extend, shall not exceed 5 years from its Performance Beginning Date.
Pricing/Funding Price Structure: Cost Reimbursement Contractor Shall Invoice: Upon delivery and acceptance of performance Funding Source: FRWD Enterprise Funds \$500,000.00	Miscellaneous Authority to enter into this Contract exists in: CRS 25-1.5-101 - CRS 25-1.5-113 and CRS 25-16.5-111(3) The Enterprise is and operates as a government-owned business within the Department of Public Health and Environment for the purpose of collecting the fee charged to waste generators and using the fee to provide grants and technical assistance to promote waste diversion. See §25-16.5-111(3), C.R.S. The enterprise is overseen by the FRWD Board of Directors. The department administers the grant program on behalf of the enterprise. Procurement Method: Request For Application (RFA) Solicitation Number (if any): 31245
State Representative Haley Gabbard Front Range Waste Diversion Program Manager Division of Environmental Health and Sustainability Colorado Department of Public Health and Environment 4300 Cherry Creek Drive South Denver, CO 80246 Email: frwd.program@state.co.us	Contractor Representative Stephen Padilla Grants Administrator City of Arvada 8101 Ralston Road Arvada, CO 80002 Email: sdpadilla@arvada.org
Exhibits The following Exhibits and Attachments are attached and incorporated into this Contract: Exhibit A, Additional Provisions Exhibit B, Statement of Work Exhibit C, Budget Exhibit D, Sample Option Letter	
Contract Purpose This project serves to protect both public health and the environment in the Front Range of Colorado by expanding household recycling in the City of Arvada.	

SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

Each person signing this Contract represents and warrants that he or she is duly authorized to execute this Contract and to bind the Party authorizing his or her signature.

CONTRACTOR City of Arvada	STATE OF COLORADO Jared S. Polis, Governor Front Range Waste Diversion Enterprise Jeffrey Jensen, Chairperson, FRWD Board of Directors
_____ By: Signature	_____ By: Jeffrey Jensen, Chairperson, FRWD Board of Directors
_____ Name of Person Signing for Contractor	Date: _____
_____ Title of Person Signing for Contractor	
Date: _____	

In accordance with §24-30-202 C.R.S., this Contract is not valid until signed and dated below by the State Controller or an authorized delegate.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: Travis Yoder, Controller

Contract Effective Date: _____

-- Signature and Cover Pages End --

1. PARTIES

This Contract is entered into by and between Contractor named on the Signature and Cover Page for this Contract (the “Contractor”), and the STATE OF COLORADO acting by and through the Front Range Waste Diversion Enterprise within the Department of Public Health and Environment (the “State” or “FRWD” or “CDPHE”). Contractor and the State agree to the terms and conditions in this Contract.

2. TERM AND EFFECTIVE DATE

A. Effective Date

This Contract shall not be valid or enforceable until the Effective Date. The State shall not be bound by any provision of this Contract before the Effective Date and shall have no obligation to pay Contractor for any Work performed or expense incurred before the Effective Date or after the expiration or sooner termination of this Contract.

B. Initial Term

The Parties’ respective performances under this Contract shall commence on the Contract Performance Beginning Date shown on the Signature and Cover Pages for this Contract and shall terminate on the Initial Contract Expiration Date shown on the Signature and Cover Pages for this Contract (the “Initial Term”) unless sooner terminated or further extended in accordance with the terms of this Contract.

C. Extension Terms - State’s Option

The State, at its discretion, shall have the option to extend the performance under this Contract beyond the Initial Term for a period, or for successive periods, at the same rates and under the same terms specified in the Contract (each such period an “Extension Term”). In order to exercise this option, the State shall provide written notice to Contractor in a form substantially equivalent to the Sample Option Letter attached to this contract. Except as stated in **§2.D**, the total duration of this Contract, including the exercise of any options to extend, shall not exceed 5 years from its Effective Date absent prior approval from the FRWD Board of Directors.

D. End of Term Extension

If this Contract approaches the end of its Initial Term, or any Extension Term then in place, the State, at its discretion, upon written notice to Contractor as provided in **§15**, may unilaterally extend such Initial Term or Extension Term for a period not to exceed 2 months (an “End of Term Extension”), regardless of whether additional Extension Terms are available or not. The provisions of this Contract in effect when such notice is given shall remain in effect during the End of Term Extension. The End of Term Extension shall automatically terminate upon execution of a replacement contract or modification extending the total term of the Contract.

E. Early Termination in the Public Interest

The State is entering into this Contract to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Contract ceases to further the public interest of the State, the State, in its discretion, may terminate this Contract in whole or in part. A determination that this Contract should be terminated in the public interest shall not be equivalent to a State right to terminate for convenience. This subsection shall not

apply to a termination of this Contract by the State for breach by Contractor, which shall be governed by **§12.A.i.**

i. Method and Content

The State shall notify Contractor of such termination in accordance with **§15**. The notice shall specify the effective date of the termination and whether it affects all or a portion of this Contract, and shall include, to the extent practicable, the public interest justification for the termination.

ii. Obligations and Rights

Upon receipt of a termination notice for termination in the public interest, Contractor shall be subject to **§12.A.i.a.**

iii. Payments

If the State terminates this Contract in the public interest, the State shall pay Contractor an amount equal to the percentage of the total reimbursement payable under this Contract that corresponds to the percentage of Work satisfactorily completed and accepted, as determined by the State, less payments previously made. Additionally, if this Contract is less than 60% completed, as determined by the State, the State may reimburse Contractor for a portion of actual out-of-pocket expenses, not otherwise reimbursed under this Contract, incurred by Contractor which are directly attributable to the uncompleted portion of Contractor's obligations, provided that the sum of any and all reimbursement shall not exceed the maximum amount payable to Contractor hereunder.

3. DEFINITIONS

The following terms shall be construed and interpreted as follows:

- A. **Breach of Contract** means the failure of a Party to perform any of its obligations in accordance with this Contract, in whole or in part or in a timely or satisfactory manner. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within 30 days after the institution of such proceeding, shall also constitute a breach. If Contractor is debarred or suspended under §24-109-105, C.R.S. at any time during the term of this Contract, then such debarment or suspension shall constitute a breach.
- B. **Business Day** means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in §24-11-101(1) C.R.S.
- C. **CJI** means criminal justice information collected by criminal justice agencies needed for the performance of their authorized functions, including, without limitation, all information defined as criminal justice information by the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy, as amended and all Criminal Justice Records as defined under 24-72-302 C.R.S.
- D. **Contract** means this agreement, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto. For purposes of clarification and the removal of any doubt, subject to any future modifications thereto, the Signature and Cover Pages and Sections 1 through 21,

as identified in the Table of Contents herein above, shall constitute the “main body” of this Contract exclusively.

- E. **“Contract Funds”** means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Contract.
- F. **“CORA”** means the Colorado Open Records Act, §§24-72-200.1 *et. seq.*, C.R.S.
- G. **“End of Term Extension”** means the time period defined in §2.D.
- H. **“Effective Date”** means the date on which this Contract is approved and signed by the Colorado State Controller or designee, as shown on the Signature and Cover Page for this Contract.
- I. **“Exhibits”** means the exhibits listed on the Signature and Cover Pages and attached to this Contract.
- J. **“Extension Term”** means the time period defined in §2.C.
- K. **“Goods”** means any movable material acquired, produced, or delivered by Contractor as set forth in this Contract and shall include any movable material acquired, produced, or delivered by Contractor in connection with the Services.
- L. **“Incident”** means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access or disclosure of State Confidential Information or of the unauthorized modification, disruption, or destruction of any State Records.
- M. **“Initial Term”** means the time period defined in §2.B.
- N. **“Party”** means the State or Contractor, and **“Parties”** means both the State and Contractor.
- O. **“PCI”** means payment card information including any data related to credit card holders’ names, credit card numbers, or the other credit card information as may be protected by state or federal law.
- P. **“PII”** means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in §24-72-501 C.R.S.
- Q. **“PHI”** means any protected health information, including, without limitation any information whether oral or recorded in any form or medium: **(i)** that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and **(ii)** that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI includes, but is not limited to, any information defined as Individually Identifiable Health Information by the federal Health Insurance Portability and Accountability Act.
- R. **“Services”** means the services to be performed by Contractor as set forth in this Contract and shall include any services to be rendered by Contractor in connection with the Goods.
- S. **“State Confidential Information”** means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PII, PHI,

PCI, Tax Information, CJI, and State personnel records not subject to disclosure under CORA.

- T. **“State Fiscal Rules”** means that fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a).
- U. **“State Fiscal Year”** means a 12-month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.
- V. **“State Purchasing Director”** means the position described in the Colorado Procurement Code and its implementing regulations.
- W. **“State Records”** means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.
- X. **“Subcontractor”** means third parties, if any, engaged by Contractor to aid in performance of the Work.
- Y. **“Tax Information”** means federal and State of Colorado tax information including, without limitation, federal and State tax returns, return information, and such other tax-related information as may be protected by federal and State law and regulation. Tax Information includes but is not limited to all information defined as federal tax information in Internal Revenue Service Publication 1075.
- Z. **“Work”** means the delivery of the Goods and performance of the Services described in this Contract.
- AA. **“Work Product”** means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and any other results of the Work. “Work Product” does not include any material that was developed prior to the Effective Date that is used, without modification, in the performance of the Work.

Any other term used in this Contract that is defined in an Exhibit shall be construed and interpreted as defined in that Exhibit.

4. **STATEMENT OF WORK**

A. **Completion of Work**

Contractor shall complete the Work as described in this Contract and in accordance with the provisions of the Exhibits. The State shall have no liability to compensate Contractor for the delivery of any goods or the performance of any services that are not specifically set forth in this Contract.

5. **PAYMENTS TO CONTRACTOR**

A. **Maximum Amount**

Payments to Contractor are limited to the unpaid, obligated balance of the Contract Funds. The State shall not pay Contractor any amount under this Contract that exceeds the Contract Maximum for that term shown on the Signature and Cover Pages for this Contract.

B. Payment Procedures

i. Invoices and Payment

- a. The State shall pay Contractor in the amounts listed in and in accordance with the Exhibits.
- b. Contractor shall initiate payment requests by invoice to the State, in a form and manner approved by the State.
- c. The State shall pay each invoice within 45 days following the State's receipt of that invoice, so long as the amount invoiced correctly represents Work completed by Contractor and previously accepted by the State during the term that the invoice covers. If the State determines that the amount of any invoice is not correct, then Contractor shall make all changes necessary to correct that invoice.
- d. The acceptance of an invoice shall not constitute acceptance of any Work performed or deliverables provided under the Contract.

ii. Interest

Amounts not paid by the State within 45 days of the State's acceptance of the invoice shall bear interest on the unpaid balance beginning on the 45th day at the rate of 1% per month, as required by §24-30-202(24)(a), C.R.S., until paid in full; provided, however, that interest shall not accrue on unpaid amounts that the State disputes in writing. Contractor shall invoice the State separately for accrued interest on delinquent amounts, and the invoice shall reference the delinquent payment, the number of day's interest to be paid and the interest rate.

iii. Payment Disputes

If Contractor disputes any calculation, determination or amount of any payment, Contractor shall notify the State in writing of its dispute within 30 days following the earlier to occur of Contractor's receipt of the payment or notification of the determination or calculation of the payment by the State. The State will review the information presented by Contractor and may make changes to its determination based on this review. The calculation, determination or payment amount that results from the State's review shall not be subject to additional dispute under this subsection. No payment subject to a dispute under this subsection shall be due until after the State has concluded its review, and the State shall not pay any interest on any amount during the period it is subject to dispute under this subsection.

iv. Available Funds-Contingency-Termination

The State is prohibited by law from making commitments beyond the term of the current State Fiscal Year. Payment to Contractor beyond the current State Fiscal Year is contingent on the appropriation and continuing availability of Contract Funds in any subsequent year (as provided in the Colorado Special Provisions). If FRWD funds (which are not subject to state fiscal year appropriations), or if federal funds or funds from any other non-State funds constitute all or some of the Contract Funds the State's obligation to pay Contractor shall be contingent upon such non-State funding continuing to be made available for payment. Payments to be made pursuant to this Contract shall be made only from Contract Funds, and the State's liability for such payments shall be limited to the amount remaining of such Contract Funds. If State, federal or other funds are not appropriated, or otherwise become unavailable to fund

this Contract, the State may, upon written notice, terminate this Contract, in whole or in part, without incurring further liability. The State shall, however, remain obligated to pay for Services and Goods that are delivered and accepted prior to the effective date of notice of termination, and this termination shall otherwise be treated as if this Contract were terminated in the public interest as described in §2.E.

6. REPORTING - NOTIFICATION

A. Litigation Reporting

If Contractor is served with a pleading or other document in connection with an action before a court or other administrative decision making body, and such pleading or document relates to this Contract or may affect Contractor's ability to perform its obligations under this Contract, Contractor shall, within 5 days after being served, notify the State of such action and deliver copies of such pleading or document to the State's principal representative identified in on the Signature and Cover Page.

B. Performance Outside the State of Colorado or the United States, §24-102-206 C.R.S.

To the extent not previously disclosed in accordance with §24-102-206, C.R.S., Contractor shall provide written notice to the State, in accordance with **15**, in a form designated by the State, within 20 days following the earlier to occur of Contractor's decision to perform Services outside of the State of Colorado or the United States, or its execution of an agreement with a Subcontractor to perform Services outside the State of Colorado or the United States. Such notice shall specify the type of Services to be performed outside the State of Colorado or the United States and the reason why it is necessary or advantageous to perform such Services at such location or locations, and such notice shall be a public record. Knowing failure by Contractor to provide notice to the State under this **§6.B** shall constitute a breach of this Contract. This section shall not apply if the Contract Funds include any federal funds.

7. CONTRACTOR RECORDS

A. Maintenance

Contractor shall maintain a file of all documents, records, communications, notes and other materials relating to the Work (the "Contractor Records"). Contractor Records shall include all documents, records, communications, notes and other materials maintained by Contractor that relate to any Work performed by Subcontractors, and Contractor shall maintain all records related to the Work performed by Subcontractors required to ensure proper performance of that Work. Contractor shall maintain Contractor Records until the last to occur of: **(i)** the date 3 years after the date this Contract expires or is terminated, **(ii)** final payment under this Contract is made, **(iii)** the resolution of any pending Contract matters, or **(iv)** if an audit is occurring, or Contractor has received notice that an audit is pending, the date such audit is completed, and its findings have been resolved (the "Record Retention Period").

B. Inspection

Contractor shall permit the State to audit, inspect, examine, excerpt, copy and transcribe Contractor Records during the Record Retention Period. Contractor shall make Contractor Records available during normal business hours at Contractor's office or place of business, or at other mutually agreed upon times or locations, upon no fewer than 2 Business Days'

notice from the State, unless the State determines that a shorter period of notice, or no notice, is necessary to protect the interests of the State.

C. Monitoring

The State, in its discretion, may monitor Contractor's performance of its obligations under this Contract using procedures as determined by the State. The State shall monitor Contractor's performance in a manner that does not unduly interfere with Contractor's performance of the Work.

D. Final Audit Report

Contractor shall promptly submit to the State a copy of any final audit report of an audit performed on Contractor's records that relates to or affects this Contract or the Work, whether the audit is conducted by Contractor or a third party.

8. CONFIDENTIAL INFORMATION-STATE RECORDS

A. Confidentiality

Contractor shall keep confidential, and cause all Subcontractors to keep confidential, all State Records, unless those State Records are publicly available. Contractor shall not, without prior written approval of the State, use, publish, copy, disclose to any third party, or permit the use by any third party of any State Records, except as otherwise stated in this Contract, permitted by law, or approved in writing by the State. Contractor shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security and all applicable laws, rules, policies, publications, and guidelines. If Contractor or any of its Subcontractors will or may receive the following types of data, Contractor or its Subcontractors shall provide for the security of such data according to the following: **(i)** the most recently promulgated IRS Publication 1075 for all Tax Information and in accordance with the Safeguarding Requirements for Federal Tax Information attached to this Contract as an Exhibit, if applicable, **(ii)** the most recently updated PCI Data Security Standard from the PCI Security Standards Council for all PCI, **(iii)** the most recently issued version of the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy for all CJI, and **(iv)** the federal Health Insurance Portability and Accountability Act for all PHI and the HIPAA Business Associate Agreement attached to this Contract, if applicable. Contractor shall immediately forward any request or demand for State Records to the State's principal representative.

B. Other Entity Access and Nondisclosure Agreements

Contractor may provide State Records to its agents, employees, assigns and Subcontractors as necessary to perform the Work, but shall restrict access to State Confidential Information to those agents, employees, assigns and Subcontractors who require access to perform their obligations under this Contract. Contractor shall ensure all such agents, employees, assigns, and Subcontractors sign nondisclosure agreements at least as protective as this Contract, and that the nondisclosure agreements are in force at all times the agent, employee, assign or Subcontractor has access to any State Confidential Information. Contractor shall provide copies of those signed nondisclosure agreements to the State upon request.

C. Use, Security, and Retention

Contractor shall use, hold and maintain State Confidential Information in compliance with any and all applicable laws and regulations in facilities located within the United States, and

shall maintain a secure environment that ensures confidentiality of all State Confidential Information wherever located. Contractor shall provide the State with access, subject to Contractor's reasonable security requirements, for purposes of inspecting and monitoring access and use of State Confidential Information and evaluating security control effectiveness. Upon the expiration or termination of this Contract, Contractor shall return State Records provided to Contractor or destroy such State Records and certify to the State that it has done so, as directed by the State. If Contractor is prevented by law or regulation from returning or destroying State Confidential Information, Contractor warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

D. Incident Notice and Remediation

If Contractor becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. Unless Contractor can establish that none of Contractor or any of its agents, employees, assigns or Subcontractors are the cause or source of the Incident, Contractor shall be responsible for the cost of notifying each person who may have been impacted by the Incident. After an Incident, Contractor shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State, at no additional cost to the State. The State may, in its sole discretion and at Contractor's sole expense, require Contractor to engage the services of an independent, qualified, State-approved third party to conduct a security audit. Contractor shall provide the State with the results of such audit and evidence of Contractor's planned remediation in response to any negative findings.

E. Data Protection and Handling

Contractor shall ensure that all State Records and Work Product in the possession of Contractor or any Subcontractors are protected and handled in accordance with the requirements of this Contract, including the requirements of any Exhibits hereto, at all times.

F. Safeguarding PII

If Contractor or any of its Subcontractors will or may receive PII under this Contract, Contractor shall provide for the security of such PII, in a manner and form acceptable to the State, including, without limitation, State non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Contractor shall be a "Third-Party Service Provider" as defined in §24-73-103(1)(i), C.R.S. and shall maintain security procedures and practices consistent with §§24-73-101 *et seq.*, C.R.S.

9. CONFLICTS OF INTEREST

A. Actual Conflicts of Interest

Contractor shall not engage in any business or activities or maintain any relationships that conflict in any way with the full performance of the obligations of Contractor under this Contract. Such a conflict of interest would arise when a Contractor or Subcontractor's employee, officer or agent were to offer or provide any tangible personal benefit to an employee of the State, or any member of his or her immediate family or his or her partner, related to the award of, entry into or management or oversight of this Contract.

B. Apparent Conflicts of Interest

Contractor acknowledges that, with respect to this Contract, even the appearance of a conflict of interest shall be harmful to the State's interests. Absent the State's prior written approval, Contractor shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Contractor's obligations under this Contract.

C. Disclosure to the State

If a conflict or the appearance of a conflict arises, or if Contractor is uncertain whether a conflict or the appearance of a conflict has arisen, Contractor 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 actual or apparent conflict constitutes a breach of this Contract.

10. INSURANCE

Contractor shall obtain and maintain, and ensure that each Subcontractor shall obtain and maintain, insurance as specified in this section at all times during the term of this Contract. All insurance policies required by this Contract shall be issued by insurance companies approved by the State.

A. Contractor Insurance

The Contractor is a "public entity" within the meaning of the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S. (the "GIA") and shall maintain at all times during the term of this Contract such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA.

B. Subcontractor Requirements

Contractor shall ensure that each Subcontractor that is a public entity within the meaning of the GIA, maintains at all times during the terms of this Contract, such liability insurance, by commercial policy or self-insurance, as is necessary to meet the Subcontractor's obligations under the GIA. Contractor shall ensure that each Subcontractor that is not a public entity within the meaning of the GIA, maintains at all times during the terms of this Contract all of the following insurance policies:

i. Workers' Compensation

Workers' compensation insurance as required by state statute, and employers' liability insurance covering all Contractor or Subcontractor employees acting within the course and scope of their employment.

ii. General Liability

Commercial general liability insurance written 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; and
 - c. \$1,000,000 products and completed operations aggregate
- 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.
- C. Additional Insured
The State shall be named as additional insured on all commercial general liability policies (leases and construction contracts require additional insured coverage for completed operations) required of Contractor and Subcontractors.
- D. Primacy of Coverage
Coverage required of Contractor and each Subcontractor shall be primary over any insurance or self-insurance program carried by Contractor or the State.
- E. Cancellation
The above insurance policies shall include provisions preventing cancellation or non-renewal, except for cancellation based on non-payment of premiums, without at least 30 days prior notice to Contractor and Contractor shall forward such notice to the State in accordance with §15 within 7 days of Contractor's receipt of such notice.
- F. Subrogation Waiver
All insurance policies secured or maintained by Contractor or its Subcontractors in relation to this Contract shall include clauses stating that each carrier shall waive all rights of recovery under subrogation or otherwise against Contractor or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.
- G. Certificates
Contractor shall provide to the State certificates evidencing Contractor's insurance coverage required in this Contract by the effective date of the contract. No later than 15 days before the expiration date of Contractor's or any Subcontractor's coverage, Contractor shall deliver to the State certificates of insurance evidencing renewals of coverage. At any other time during the term of this Contract, upon request by the State, Contractor shall, within 7 Business Days following the request by the State, supply to the State evidence satisfactory to the State of compliance with the provisions of this §10.

11. BREACH OF CONTRACT

In the event of a Breach of Contract, the aggrieved Party shall give written notice of breach to the other Party. If the notified Party does not cure the Breach of Contract, at its sole expense, within 30 days after the delivery of written notice, the Party may exercise any of the remedies as described in §12 for that Party. Notwithstanding any provision of this Contract to the contrary, the State, in its discretion, need not provide notice or a cure period and may immediately terminate this Contract in whole or in part or institute any other remedy in the Contract in order to protect the public interest of the State; or if Contractor is debarred or suspended under §24-109-105, C.R.S., the State, in its discretion, need not provide notice or cure period and may terminate this Contract in whole or in

part or institute any other remedy in this Contract as of the date that the debarment or suspension takes effect.

12. REMEDIES

A. State's Remedies

If Contractor is in breach under any provision of this Contract and fails to cure such breach, the State, following the notice and cure period set forth in **§11.**, shall have all of the remedies listed in this **§12.A.** in addition to all other remedies set forth in this Contract or at law. The State may exercise any or all of the remedies available to it, in its discretion, concurrently or consecutively.

i. Termination for Breach

In the event of Contractor's uncured breach, the State may terminate this entire Contract or any part of this Contract. Contractor shall continue performance of this Contract to the extent not terminated, if any.

a. Obligations and Rights

To the extent specified in any termination notice, Contractor shall not incur further obligations or render further performance past the effective date of such notice and shall terminate outstanding orders and subcontracts with third parties. However, Contractor shall complete and deliver to the State all Work not cancelled by the termination notice and may incur obligations as necessary to do so within this Contract's terms. At the request of the State, Contractor shall assign to the State all of Contractor's rights, title, and interest in and to such terminated orders or subcontracts. Upon termination, Contractor shall take timely, reasonable and necessary action to protect and preserve property in the possession of Contractor but in which the State has an interest. At the State's request, Contractor shall return materials owned by the State in Contractor's possession at the time of any termination. Contractor shall deliver all completed Work Product and all Work Product that was in the process of completion to the State at the State's request.

b. Payments

Notwithstanding anything to the contrary, the State shall only pay Contractor for accepted Work received as of the date of termination. If, after termination by the State, the State agrees that Contractor was not in breach or that Contractor'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 as if this Contract had been terminated in the public interest under **§2.E.**

c. Damages and Withholding

Notwithstanding any other remedial action by the State, Contractor shall remain liable to the State for any damages sustained by the State in connection with any breach by Contractor, and the State may withhold payment to Contractor for the purpose of mitigating the State's damages until such time as the exact amount of damages due to the State from Contractor is determined. The State may withhold any amount that may be due Contractor as the State deems necessary to protect the State against loss including, without limitation, loss as a result of outstanding

liens and excess costs incurred by the State in procuring from third parties replacement Work as cover.

ii. Remedies Not Involving Termination

The State, in its discretion, may exercise one or more of the following additional remedies:

a. Suspend Performance

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

b. Withhold Payment

Withhold payment to Contractor until Contractor corrects its Work.

c. Deny Payment

Deny payment for Work not performed, or that due to Contractor's actions or inactions, cannot be performed or if they were performed are reasonably of no value to the state; provided, that any denial of payment shall be equal to the value of the obligations not performed.

d. Removal

Demand immediate removal of any of Contractor's employees, agents, or Subcontractors from the Work whom the State deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable or whose continued relation to this Contract is deemed by the State to be contrary to the public interest or the State's best interest.

e. Intellectual Property

If any Work infringes a patent, copyright, trademark, trade secret or other intellectual property right, Contractor shall, as approved by the State, **(a)** secure that right to use such Work for the State or Contractor; **(b)** replace the Work with noninfringing Work or modify the Work so that it becomes noninfringing; or, **(c)** remove any infringing Work and refund the amount paid for such Work to the State.

B. Contractor's Remedies

If the State is in breach of any provision of this Contract and does not cure such breach, Contractor, following the notice and cure period in §11 and the dispute resolution process in §14, shall have all remedies available at law and equity.

13. STATE'S RIGHT OF REMOVAL

The State retains the right to demand, at any time, regardless of whether Contractor is in breach, the immediate removal of any of Contractor's employees, agents, or subcontractors from the work whom the State, in its sole discretion, deems incompetent, careless, insubordinate, unsuitable, or

otherwise unacceptable or whose continued relation to this Contract is deemed by the state to be contrary to the public interest or the State's best interest.

14. DISPUTE RESOLUTION

A. Initial Resolution

Except as herein specifically provided otherwise, disputes concerning the performance of this Contract which cannot be resolved by the designated Contract representatives shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager designated by Contractor for resolution.

B. Resolution of Controversies

If the initial resolution described in **§14.A** fails to resolve the dispute within 10 Business Days, Contractor shall submit any alleged breach of this Contract by the State to the Procurement Official of CDPHE as described in §24-101-301(30), C.R.S. for resolution in accordance with the provisions of §§24-106-109 and 24-109-101.1 through 24-109-505, C.R.S., (the "Resolution Statutes"), except that if Contractor wishes to challenge any decision rendered by the Procurement Official, Contractor's challenge shall be an appeal to the executive director of the Department of Personnel and Administration, or their delegate, under the Resolution Statutes before Contractor pursues any further action as permitted by such statutes. Except as otherwise stated in this Section, all requirements of the Resolution Statutes shall apply including, without limitation, time limitations.

15. NOTICES AND REPRESENTATIVES

Each individual identified on the Signature and Cover Pages shall be the principal representative of the designating Party. All notices required or permitted to be given under this Contract shall be in writing, and shall be delivered **(A)** by hand with receipt required, **(B)** by certified or registered mail to such Party's principal representative at the address set forth on the Signature and Cover Pages for this Contract or **(C)** as an email with read receipt requested to the principal representative at the email address, if any, set forth on the Signature and Cover Pages for this Contract. If a Party delivers a notice to another through email and the email is undeliverable, then, unless the Party has been provided with an alternate email contact, the Party delivering the notice shall deliver the notice by hand with receipt required or by certified or registered mail to such Party's principal representative at the address set forth below. Either Party may change its principal representative or principal representative contact information by notice submitted in accordance with this section without a formal amendment to this Contract. Unless otherwise provided in this Contract, notices shall be effective upon delivery of the written notice.

16. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

A. Work Product

Contractor assigns to the State and its successors and assigns, the entire right, title, and interest in and to all causes of action, either in law or in equity, for past, present, or future infringement of intellectual property rights related to the Work Product and all works based on, derived from, or incorporating the Work Product. Whether or not Contractor is under contract with the State at the time, Contractor shall execute applications, assignments, and other documents, and shall render all other reasonable assistance requested by the State, to

enable the State to secure patents, copyrights, licenses and other intellectual property rights related to the Work Product. The Parties intend the Work Product to be works made for hire.

i. Copyrights

To the extent that the Work Product (or any portion of the Work Product) would not be considered works made for hire under applicable law, Contractor hereby assigns to the State, the entire right, title, and interest in and to copyrights in all Work Product and all works based upon, derived from, or incorporating the Work Product; all copyright applications, registrations, extensions, or renewals relating to all Work Product and all works based upon, derived from, or incorporating the Work Product; and all moral rights or similar rights with respect to the Work Product throughout the world. To the extent that Contractor cannot make any of the assignments required by this section, Contractor hereby grants to the State a perpetual, irrevocable, royalty-free license to use, modify, copy, publish, display, perform, transfer, distribute, sell, and create derivative works of the Work Product and all works based upon, derived from, or incorporating the Work Product by all means and methods and in any format now known or invented in the future. The State may assign and license its rights under this license.

ii. Patents

In addition, Contractor grants to the State (and to recipients of Work Product distributed by or on behalf of the State) a perpetual, worldwide, no-charge, royalty-free, irrevocable patent license to make, have made, use, distribute, sell, offer for sale, import, transfer, and otherwise utilize, operate, modify and propagate the contents of the Work Product. Such license applies only to those patent claims licensable by Contractor that are necessarily infringed by the Work Product alone, or by the combination of the Work Product with anything else used by the State.

B. Exclusive Property of the State

Except to the extent specifically provided elsewhere in this Contract, any pre-existing State Records, State software, research, reports, studies, photographs, negatives or other documents, drawings, models, materials, data and information shall be the exclusive property of the State (collectively, "State Materials"). Contractor shall not use, willingly allow, cause or permit Work Product or State Materials to be used for any purpose other than the performance of Contractor's obligations in this Contract without the prior written consent of the State. Upon termination of this Contract for any reason, Contractor shall provide all Work Product and State Materials to the State in a form and manner as directed by the State.

C. Exclusive Property of Contractor

Contractor retains the exclusive rights, title, and ownership to any and all pre-existing materials owned or licensed to Contractor including, but not limited to, all pre-existing software, licensed products, associated source code, machine code, text images, audio and/or video, and third-party materials, delivered by Contractor under the Contract, whether incorporated in a Deliverable or necessary to use a Deliverable (collectively, "Contractor Property"). Contractor Property shall be licensed to the State as set forth in this Contract or a State approved license agreement: **(i)** entered into as exhibits to this Contract; **(ii)** obtained by the State from the applicable third-party vendor; or **(iii)** in the case of open source software, the license terms set forth in the applicable open source license agreement.

17. STATEWIDE CONTRACT MANAGEMENT SYSTEM

If the maximum amount payable to Contractor under this Contract is \$100,000 or greater, either on the Effective Date or at any time thereafter, this section shall apply. Contractor agrees to be governed by and comply with the provisions of §§24-106-103, 24-102-206, 24-106-106, and 24-106-107, C.R.S. regarding the monitoring of vendor performance and the reporting of contract performance information in the State's contract management system ("Contract Management System" or "CMS"). Contractor's performance shall be subject to evaluation and review in accordance with the terms and conditions of this Contract, Colorado statutes governing CMS, and State Fiscal Rules and State Controller policies.

18. GENERAL PROVISIONS

A. Assignment

Contractor's rights and obligations under this Contract are personal and may not be transferred or assigned without the prior, written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Contractor's rights and obligations approved by the State shall be subject to the provisions of this Contract

B. Subcontracts

Unless other restrictions are required elsewhere in this Contract, Contractor shall not enter into any subcontract in connection with its obligations under this Contract without providing notice to the State. The State may reject any such subcontract, and Contractor shall terminate any subcontract that is rejected by the State and shall not allow any Subcontractor to perform any Work after that Subcontractor's subcontract has been rejected by the State. Contractor shall submit to the State a copy of each such subcontract upon request by the State. All subcontracts entered into by Contractor in connection with this Contract shall comply with all applicable federal and state laws and regulations, shall provide that they are governed by the laws of the State of Colorado, and shall be subject to all provisions of this Contract.

C. Binding Effect

Except as otherwise provided in **§18.A**, all provisions of this Contract, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

D. Authority

Each Party represents and warrants to the other that the execution and delivery of this Contract and the performance of such Party's obligations have been duly authorized.

E. Captions and References

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

F. Counterparts

This Contract may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

G. Entire Understanding

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

H. Digital Signatures

If any signatory signs this agreement using a digital signature in accordance with the Colorado State Controller Contract, Grant and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Contract by reference.

I. Modification

Except as otherwise provided in this Contract, any modification to this Contract shall only be effective if agreed to in a formal amendment to this Contract, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules. Modifications permitted under this Contract, other than contract amendments, shall conform to the policies promulgated by the Colorado State Controller.

J. Statutes, Regulations, Fiscal Rules, and Other Authority.

Any reference in this Contract to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Effective Date of this Contract.

K. Order of Precedence

In the event of a conflict or inconsistency between this Contract and any Exhibits or options such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:

- i. Colorado Special Provisions in **§19** of the main body of this Contract.
- ii. The provisions of the other sections of the main body of this Contract.
- iii. Any other Exhibit(s) shall take precedence in alphabetical order.

L. External Terms and Conditions

Notwithstanding anything to the contrary herein, the State shall not be subject to any provision included in any terms, conditions, or agreements appearing on Contractor's or a Subcontractor's website or any provision incorporated into any click-through or online

agreements related to the Work unless that provision is specifically referenced in this Contract.

M. Severability

The invalidity or unenforceability of any provision of this Contract shall not affect the validity or enforceability of any other provision of this Contract, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Contract in accordance with the intent of the Contract.

N. Survival of Certain Contract Terms

Any provision of this Contract that imposes an obligation on a Party after termination or expiration of the Contract shall survive the termination or expiration of the Contract and shall be enforceable by the other Party.

O. Taxes

The State is exempt from federal excise taxes under I.R.C. Chapter 32 (26 U.S.C., Subtitle D, Ch. 32) (Federal Excise Tax Exemption Certificate of Registry No. 84-730123K) and from Colorado state and local government sales and use taxes under §§39-26-704(1), *et seq.* C.R.S. (Colorado Sales Tax Exemption Identification Number 98-02565). The State shall not be liable for the payment of any excise, sales, or use taxes, regardless of whether any political subdivision of the state imposes such taxes on Contractor. Contractor shall be solely responsible for any exemptions from the collection of excise, sales or use taxes that Contractor may wish to have in place in connection with this Contract.

P. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described in **§18.A.**, this Contract does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Contract and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Contract are incidental to the Contract, and do not create any rights for such third parties.

Q. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Contract, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

R. CORA Disclosure

To the extent not prohibited by federal law, this Contract and the performance measures and standards required under §24-103.5-101 C.R.S., if any, are subject to public release through the CORA.

S. Standard and Manner of Performance

Contractor shall perform its obligations under this Contract in accordance with the highest standards of care, skill and diligence in Contractor's industry, trade, or profession.

T. Licenses, Permits, and Other Authorizations.

Contractor shall secure, prior to the Effective Date, and maintain at all times during the term of this Contract, at its sole expense, all licenses, certifications, permits, and other

authorizations required to perform its obligations under this Contract, and shall ensure that all employees, agents and Subcontractors secure and maintain at all times during the term of their employment, agency or subcontract, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Contract.

U. Indemnification

i. Applicability

This entire **§18.U** does not apply to Contractor if Contractor is a “public entity” within the meaning of the GIA.

ii. General Indemnification

Contractor shall indemnify, save, and hold harmless the State, its employees, agents and assignees (the “Indemnified Parties”), against any and all costs, expenses, claims, damages, liabilities, court awards and other amounts (including attorneys’ fees and related costs) incurred by any of the Indemnified Parties in relation to any act or omission by Contractor, or its employees, agents, Subcontractors, or assignees in connection with this Contract.

iii. Confidential Information Indemnification

Disclosure or use of State Confidential Information by Contractor in violation of **§8** may be cause for legal action by third parties against Contractor, the State, or their respective agents. Contractor shall indemnify, save, and hold harmless the Indemnified Parties, against any and all claims, damages, liabilities, losses, costs, expenses (including attorneys’ fees and costs) incurred by the State in relation to any act or omission by Contractor, or its employees, agents, assigns, or Subcontractors in violation of **§10**.

iv. Intellectual Property Indemnification

Contractor shall indemnify, save, and hold harmless the Indemnified Parties, against any and all costs, expenses, claims, damages, liabilities, and other amounts (including attorneys’ fees and costs) incurred by the Indemnified Parties in relation to any claim that any Work infringes a patent, copyright, trademark, trade secret, or any other intellectual property right.

19. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3)

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

A. STATUTORY APPROVAL. §24-30-202(1), C.R.S.

This Contract shall not be valid until it has been approved by the Colorado State Controller or designee. If this Contract is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), then this Contract shall not be valid until it has been approved by the State’s Chief Information Officer or designee.

B. FUND AVAILABILITY. §24-30-202(5.5), C.R.S.

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

C. GOVERNMENTAL IMMUNITY.

Liability for claims for injuries to persons or property arising from the negligence of the State, its departments, boards, commissions committees, bureaus, offices, employees and officials

shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, et seq. C.R.S. No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

D. INDEPENDENT CONTRACTOR.

Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the State. Contractor shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. **Contractor 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 Contractor or any of its agents or employees. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Contract. Contractor shall (i) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (ii) provide proof thereof when requested by the State, and (iii) be solely responsible for its acts and those of its employees and agents.**

E. COMPLIANCE WITH LAW.

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

F. CHOICE OF LAW, JURISDICTION, AND VENUE.

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Contract shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

G. PROHIBITED TERMS.

Any term included in this Contract that requires the State to indemnify or hold Contractor harmless; requires the State to agree to binding arbitration; limits Contractor's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Contract shall be construed as a waiver of any provision of §24-106-109 C.R.S.

H. SOFTWARE PIRACY PROHIBITION.

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

termination of this Contract and any remedy consistent with federal copyright laws or applicable licensing restrictions.

I. EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. §§24-18-201 and 24-50-507, C.R.S.

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 Contract. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor's services and Contractor shall not employ any person having such known interests.

J. VENDOR OFFSET AND ERRONEOUS PAYMENTS. §§24-30-202(1) and 24-30-202.4, C.R.S.

[Not applicable to intergovernmental agreements] Subject to §24-30-202.4(3.5), C.R.S., the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: **(i)** unpaid child support debts or child support arrearages; **(ii)** unpaid balances of tax, accrued interest, or other charges specified in §§39-21-101, *et seq.*, C.R.S.; **(iii)** unpaid loans due to the Student Loan Division of the Department of Higher Education; **(iv)** amounts required to be paid to the Unemployment Compensation Fund; and **(v)** other unpaid debts owing to the State as a result of final agency determination or judicial action. The State may also recover, at the State's discretion, payments made to Contractor in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by Contractor by deduction from subsequent payments under this Contract, deduction from any payment due under any other contracts, grants or agreements between the State and Contractor, or by any other appropriate method for collecting debts owed to the State.

K. PUBLIC CONTRACTS FOR SERVICES. §§8-17.5-101, *et seq.*, C.R.S.

[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] Contractor certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this Contract and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Contract, through participation in the E-Verify Program or the State verification program established pursuant to §8-17.5-102(5)(c), C.R.S., Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract or enter into a contract with a Subcontractor that fails to certify to Contractor that the Subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract. Contractor **(i)** shall not use E-Verify Program or the program procedures of the Colorado Department of Labor and Employment ("Department Program") to undertake pre-employment screening of job applicants while this Contract is being performed, **(ii)** shall notify the Subcontractor and the contracting State agency or institution of higher education within three days if Contractor has actual knowledge that a Subcontractor is employing or contracting with an illegal alien for work under this Contract, **(iii)** shall terminate the subcontract if a Subcontractor does not stop employing or contracting with the illegal alien within three days of receiving the notice, and **(iv)** shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to §8-17.5-102(5), C.R.S., by the Colorado Department of Labor and Employment. If Contractor participates in the Department program, Contractor shall deliver to the contracting State agency, Institution

of Higher Education or political subdivision, a written, notarized affirmation, affirming that Contractor has examined the legal work status of such employee, and shall comply with all of the other requirements of the Department program. If Contractor fails to comply with any requirement of this provision or §§8-17.5-101, *et seq.*, C.R.S., the contracting State agency, institution of higher education or political subdivision may terminate this Contract for breach and, if so terminated, Contractor shall be liable for damages.

L. PUBLIC CONTRACTS WITH NATURAL PERSONS. §§24-76.5-101, *et seq.*, C.R.S.

Contractor, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that Contractor **(i)** is a citizen or otherwise lawfully present in the United States pursuant to federal law, **(ii)** shall comply with the provisions of §§24-76.5-101, *et seq.*, C.R.S., and **(iii)** has produced one form of identification required by §24-76.5-103, C.R.S. prior to the Effective Date of this Contract

ADDITIONAL PROVISIONS
To Original Contract Routing Number 2021*3175

These provisions are to be read and interpreted in conjunction with the provisions of the Contract specified above.

1. To receive compensation under the Contract, the Contractor shall submit a signed Monthly CDPHE Reimbursement Invoice Form. This form is accessible from the CDPHE internet website <https://cdphe.colorado.gov/standardized-invoice-form> and is incorporated and made part of this Contract by reference. CDPHE will provide technical assistance in accessing and completing the form. The CDPHE Reimbursement Invoice Form and Expenditure Details page must be submitted no later than **forty-five (45)** calendar days after the end of the billing period for which services were rendered. Expenditures shall be in accordance with the Statement of Work and Budget. The Contractor shall submit the invoice using one of the methods listed below.

The Contractor shall submit the following documentation with the completed CDPHE Reimbursement Invoice Form and Expenditure Details page; copies of timesheets\paystubs, credit card receipts, copies of cleared checks, invoices with zero balance shown, etc.

Mail to:

Sonya Hansen
 DEHS – Sustainability
 Colorado Department of Public Health and Environment
 DEHS-A2
 4300 Cherry Creek Drive South
 Denver, Colorado 80246

Combine the completed and signed CDPHE Reimbursement Invoice Form and supporting documentation into an electronic document. Email the combined invoice and Expenditure Details page and supporting documentation to Sonya Hansen, CDPHE Contract Monitor, sonya.hansen@state.co.us.

Final billings under the Contract must be received by the State within a reasonable time after the expiration or termination of the Contract; but in any event no later than **forty-five (45)** calendar days from the effective expiration or termination date of the Contract.

Unless otherwise provided for in the Contract, “Local Match”, if any, shall be included on all invoices as required by funding source.

The Contractor shall not use federal funds to satisfy federal cost sharing and matching requirements unless approved in writing by the appropriate federal agency.

2. Time Limit For Acceptance Of Deliverables.
 - a. Evaluation Period. The State shall have **Thirty (30)** calendar days from the date a deliverable is delivered to the State by the Contractor to evaluate that deliverable, except for those deliverables that have a different time negotiated by the State and the Contractor.
 - b. Notice of Defect. If the State believes in good faith that a deliverable fails to meet the design specifications for that particular deliverable, or is otherwise deficient, then the State shall notify the Contractor of the failure or deficiencies, in writing, within **seven (7)** calendar days of: 1) the date the deliverable is delivered to the State by the Contractor if the State is aware of the failure or deficiency at the time of delivery; or 2) the date the State becomes aware of the failure or deficiency. The above time frame shall apply to all deliverables except for those deliverables that

have a different time negotiated by the State and the Contractor in writing pursuant to the State's fiscal rules.

- c. Time to Correct Defect. Upon receipt of timely written notice of an objection to a completed deliverable, the Contractor shall have a reasonable period of time, not to exceed **Thirty (30)** calendar days, to correct the noted deficiencies.
3. The State has determined that this Contract does not constitute a Business Associate relationship under HIPAA.
4. Five percent (5%) of each reimbursement request, but not to exceed \$25,000.00 will be withheld until the Contractor submits a draft final report or until all project objectives have been achieved, whichever is later.
5. This award does not include funds for Research and Development.
6. Contractor shall manage all budget lines as they appear in Exhibit C, Budget. Contractor is authorized to move funds among budget lines only with the prior, express written permission of the CDPHE Contract Monitor. A request to move funds shall be accompanied by an updated budget and justification for the move. This may be accomplished electronically.
7. Contractor shall not sell, transfer, abandon, dispose of equipment, or otherwise allow the equipment or materials to become unavailable for use during the term of the contract, without prior written authorization from the CDPHE Contract Monitor.
8. Contractor shall notify CDPHE via email if the project goals change or if the Contractor is unable to utilize the expenses outlined in Exhibit C, Budget due to a change of business status.
9. If project goals change or if the Contractor is unable to utilize the materials or equipment due to a change in business status, CDPHE reserves the right to demand full repayment of all grant funds spent. CDPHE may allow the Contractor to allocate the equipment to another organization or to secure a buyer, with prior written approval. If CDPHE approves the disposition of equipment to a buyer, the Contractor shall first determine the equipment's value by hiring a third-party appraiser. The Contractor shall submit the appraiser's report to CDPHE for review. The Contractor shall locate and secure a buyer. The Contractor may use an auction house with prior CDPHE approval. CDPHE maintains the first right of refusal if a buyer's offer is considerably lower than the appraised value. If CDPHE agrees to the offer made, the buyer shall pay CDPHE the approved purchase price within thirty (30) calendar days. CDPHE must receive payment before the buyer can take possession of the equipment. Payment must be mailed to:

Colorado Department of Public Health and Environment
Mailstop: DEHS-A2
Attn: Haley Gabbard, FRWD Program
4300 Cherry Creek Drive South
Denver, CO 80246
- Freight and other associated costs to transfer the equipment from the Contractor to the buyer must not be subtracted from the sale price.
10. Contractor acknowledges and agrees that CDPHE may, at its sole discretion, execute a security lien against any piece of equipment purchased by Contractor pursuant to this contract. Any such lien shall remain in place until CDPHE determines that Contractor has satisfied all obligations of the contract, and CDPHE acknowledges and releases Contractor by written notice.
11. Contractor acknowledges and agrees that CDPHE may, at its sole discretion, request a signed attestation or other documentation certifying the Contractor's matching contribution to this project.
12. At the end of the term of this Contract, the State shall approve the disposition of all equipment.

STATEMENT OF WORK
To Original Contract Number 2021*3175

These provisions are to be read and interpreted in conjunction with the provisions of the contract specified above.

I. Entity Name: City of Arvada

II. Project Description:

This project serves to protect both public health and the environment in the Front Range of Colorado by expanding household recycling in the City of Arvada. The City of Arvada will provide recycling carts for all 32,000 participating households for universal curbside recycling, doubling recycling rates in the city. In June 2020, the Arvada City Council approved a waste hauling and recycling contract for all residents after years of effort from City staff and the Arvada Sustainability Advisory Committee, which will be a significant step forward to increase recycling in Arvada by providing convenient, cart-based collection to all households. Arvada's citywide waste and recycling contract would be the largest waste hauling contract in the State of Colorado, nearly double the current largest program, and would be a model for other communities to provide convenient, cost-effective recycling services to all residents while also reducing truck traffic and air pollution.

The Front Range Waste Diversion enterprise is supporting this project because it meets the legislation approved in 2019 to increase waste diversion along the Front Range in Colorado.

III. Definitions:

1. CDPHE: Colorado Department of Public Health and Environment

IV. Work Plan:

Goal #1: To protect Colorado's environment and human health by implementing sustainable waste diversion practices in the Front Range region.	
Objective #1: No later than the expiration date of this contract, the Contractor shall implement universal curbside recycling in the City of Arvada.	
Primary Activity #1	Contractor shall implement curbside recycling collection in the City of Arvada for all eligible households.
Primary Activity #2	Contractor shall acquire recycling carts.
Sub-Activities #2	- Contractor shall obtain recycling carts. - Contractor shall distribute the recycling carts to participating households.
Primary Activity #3	Contractor shall educate the City of Arvada community on proper recycling.
Sub-Activities #3	- Contractor shall create education materials to include the following at a minimum: - City communications material - Republic Services communication material - The Recycling Partnership education - Technical assistance
Primary Activity #4	Contractor shall create reports.
Sub-Activities #4	- Contractor shall create a monthly email update. - Contractor shall create progress report #1. - Contractor shall create progress report #2. - Contractor shall create a draft final report. - Contractor shall create a final report. - Contractor shall create post-project report #1. - Contractor shall create post-project report #2.

Standards and Requirements	1. The content of electronic documents located on CDPHE and non-CDPHE websites and information contained on CDPHE and non-CDPHE websites may be updated periodically during the contract term. The contractor shall monitor documents and website content for updates and comply with all updates. 2. CDPHE Contract Monitor will schedule the post-award meeting based on a mutually agreeable date and time with the Contractor, but no later than 15 business days of this contract's execution. The post-award meeting will be conducted by phone or virtual meeting software. 3. Contractor shall notify CDPHE Contract Monitor via email with three (3) business days if there is an anticipated delay that exceeds a scheduled completion date by more than two (2) weeks. 4. Contractor shall respond to CDPHE inquires within 48 hours. 5. Contractor shall submit all designated deliverables via email to the CDPHE Contract Monitor. 6. Contractor must get pre-approval by CDPHE for any equipment purchased outside of original application request. 7. Contractor shall repair or replace any equipment, which is damaged, destroyed, lost, stolen, or involved in any other form of casualty. 8. Contractor will not sell, transfer or dispose of equipment for the entire term of the contract without the prior written authorization of CDPHE. 9. CDPHE Contract Monitor will contact the Contractor no less than two (2) weeks prior to the desired site visit date to select a mutually agreeable date and time. 10. CDPHE Contract Monitor will provide access to online reporting templates to the Contractor 30 calendar days prior to each report's submittal deadline. 11. Contractor shall include the following at a minimum in each report: a. Tons of recyclables collected per month b. Greenhouse gas equivalent of tons of recyclables collected per month b. Increase in tons of collected recyclables c. Number of new customers receiving recycling carts d. Details of marketing and outreach e. Details of education materials 12. Contractor shall verify the appropriate language when crediting CDPHE in marketing materials with the Contract Monitor. 13. Contractor shall allow no fewer than three (3) business days to comment on the draft language or logo from the date the CDPHE Contract Monitor receives the request.
Expected Results of Activity(s)	1. Recycling rates will be doubled in the City of Arvada. 2. Contamination will be decreased due to education material provided to participants. 3. Creation of a replicable model for other municipalities.
Measurement of Expected Results	1. Total number of customers served. 2. Total tons of recyclables collected. 3. Total participation rate. 4. Contamination reduction reports.

		Completion Date
Deliverables	1. Contractor shall submit a monthly email update on all work completed during the previous month via email to CDPHE program staff.	No later than the last business day of each month.
	2. Contractor shall submit the selected recycling cart vendor to the CDPHE Contract Monitor via email.	No later than 60 calendar days after the execution date of this contract.
	3. Contractor shall submit a copy of the purchase order for the recycling carts to the CDPHE Contract Monitor via email.	No later than April 30, 2021.
	4. Contractor shall submit photos of the recycling carts to the CDPHE Contract Monitor via email.	No later than June 30, 2021.
	5. Contractor shall submit progress report #1.	No later than June 30, 2021.
	6. Contractor shall submit proof of recycling cart deployment to the CDPHE Contract Monitor via email.	No later than July 30, 2021.
	7. Contractor shall submit proof of program implementation to the CDPHE Contract Monitor via email.	No later than August 31, 2021.
	8. Contractor shall submit education materials to the CDPHE Contract Monitor via email.	No later than August 31, 2021.
	9. Contractor shall submit progress report #2.	No later than December 31, 2021.
	10. Contractor shall submit a draft final report.	No later than June 30, 2022.
	11. Contractor shall submit a final report.	No later than December 31, 2022.
	12. Contractor shall submit post-project report #1.	No later than June 30, 2023.
	13. Contractor shall submit post-project report #2.	No later than December 31, 2023.

V. Monitoring:

CDPHE's monitoring of this contract for compliance with performance requirements will be conducted throughout the contract period by the Contract Monitor. Methods used will include a review of documentation determined by CDPHE to be reflective of performance to include progress reports and other fiscal and programmatic documentation as applicable. The Contractor's performance will be evaluated at set intervals and communicated to the contractor. A Final Contractor Performance Evaluation will be conducted at the end of the life of the contract.

VI. Resolution of Non-Compliance:

The Contractor will be notified in writing within **15** calendar days of discovery of a compliance issue. Within **30** calendar days of discovery, the Contractor and the State will collaborate, when appropriate, to determine the action(s) necessary to rectify the compliance issue and determine when the action(s) must be completed. The action(s) and time line for completion will be documented in writing and agreed to by both parties. If extenuating circumstances arise that requires an extension to the time line, the Contractor must email a request to the Contract Monitor and receive approval for a new due date. The State will oversee the completion/implementation of the action(s) to ensure time lines are met and the issue(s) is resolved. If the Contractor demonstrates inaction or disregard for the agreed upon compliance resolution plan, the State may exercise its rights under the provisions of this contract.

BUDGET
To Original Contract Routing Number 2021*3175

These provisions are to be read and interpreted in conjunction with the provisions of the Contract specified above.

I. Budget Table

Budget Category	Award Amount FRWD	Matching Amount City of Arvada	Total Amount
Supplies/Equipment			
Recycling Carts	\$500,000.00	\$796,000.00	\$1,296,000.00
Sub-Total	\$500,000.00	\$796,000.00	\$1,296,000.00
Other Direct Costs			
Cart Deployment	\$0	\$100,000.00	\$100,000.00
Sub-Total	\$0	\$100,000.00	\$100,000.00
Total Project Cost	\$500,000.00	\$896,000.00	\$1,396,000.00

II. Budget Narrative

Supplies and Equipment Costs

1. **Recycling Carts** – Approximately 32,000 recycling carts.

OPTION LETTER #: Click here to enter text.

State Agency: Front Range Waste Diversion Enterprise (FRWD) Colorado Department of Public Health and Environment 4300 Cherry Creek Drive South Denver, Colorado 80246		Original Contract Number: Click here to enter text.				
Contractor: Click here to enter text.		Option Letter Contract Number: Click here to enter text.				
Contract Performance Beginning Date: Click here to enter a date.		Current Contract Expiration Date: Click here to enter a date.				
CONTRACT MAXIMUM AMOUNT TABLE						
Document Type	Contract Number	FRWD Funding Amount	State Funding Amount	Other Funding Amount	Term (dates)	Total
Original Contract		\$	\$	\$		\$
Option Letter #1		\$	\$	\$		\$
Current Contract Maximum Cumulative Amount						\$

1) OPTIONS

- A. Option to extend for an Extension Term
- B. Option to change quantity of goods under the Contract
- C. Option to change quantity of services under the Contract
- D. Option to change Contract rates
- E. Option to initiate next phase of Contract

2) REQUIRED PROVISIONS:

- A. In accordance with Section(s) **Click here to enter text.** of the Original Contract referenced above, the State hereby exercises its option for an additional term, beginning **Click here to enter a date.** and ending on the current contract expiration date shown above, at the rates stated in the Original Contract, as amended for the following reason: **Click here to enter text.**
- B. In accordance with Section(s) **Click here to enter text.** of the Original Contract referenced above, the State hereby exercises its option to **Choose an item.** the quantity of **Choose an item.** at the rates stated in the Original Contract as amended. **Choose an item., Click here to enter text.,** is deleted and replaced in its entirety with **Choose an item., Click here to enter text.,** attached to this Option Letter, for the following reason: **Click here to enter text.** .
- C. In accordance with Section(s) **Click here to enter text.** of the Original Contract referenced above, the State hereby exercises its option to modify the Contract rates specified in **Click here to enter text.** for the following reason: **Click here to enter text..** The Contract rates attached to this Option Letter replace the rates in the Original Contract as of the Option Effective Date of this Option Letter.
- D. In accordance with Section(s) **Click here to enter text.** of the Original Contract referenced above, the State hereby exercise its option to initiate Phase **Click here to enter text.,** which shall begin on **Click here to enter a date.** and end on **Click here to enter a date.** at the cost/price specified in Section **Click here to enter text..**

E. Exhibit **Click here to enter text.**, Federal Provisions, is deleted and replaced in its entirety with Exhibit **Click here to enter text.**, Federal Provisions, attached to this Option Letter, for the following reason: To reflect changes to the federal award identification information.

F. The Contract Maximum Amount table is deleted and replaced with the Current Contract Maximum Amount table shown above.

3) OPTION EFFECTIVE DATE:

A. The effective date of this Option Letter is upon approval of the State Controller or **Click here to enter a date.**, whichever is later.

STATE OF COLORADO Jared S. Polis, Governor Front Range Waste Diversion Enterprise Click here to enter Board Chairperson name Chairperson, FRWD Board of Directors By: Signature Click here to enter name of person signing for FRWD Click here to enter title of person signing for FRWD Date: _____	In accordance with §24-30-202 C.R.S., this Option is not valid until signed and dated below by the State Controller or an authorized delegate. STATE CONTROLLER Robert Jaros, CPA, MBA, JD By: Travis Yoder, Controller Option Effective Date: _____
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STATE OF COLORADO INTERGOVERNMENTAL AGREEMENT

SIGNATURE AND COVER PAGE(S)

State Agency Front Range Waste Diversion Enterprise ("FRWD"), an enterprise for the purposes of Section 20 of Article X of the Constitution Colorado Department of Public Health and Environment 4300 Cherry Creek Drive South Denver, Colorado 80246	Contractor City of Arvada 8101 Ralston Road Arvada, CO 80002
Original Contract Number 2021*3175	Contract Performance Beginning Date The later of the Effective date or January 1, 2021
Contract Maximum Amount Initial Term 01/01/2021-12/31/2023 \$500,000.00 Extension Terms Contract Maximum Amount \$500,000.00	Contract Expiration Date December 31, 2023 Except as stated in §2.D., the total duration of this Contract, including the exercise of any options to extend, shall not exceed 5 years from its Performance Beginning Date.
Pricing/Funding Price Structure: Cost Reimbursement Contractor Shall Invoice: Upon delivery and acceptance of performance Funding Source: State \$500,000.00	Miscellaneous Authority to enter into this Contract exists in: CRS 25-1.5-101 - CRS 25-1.5-113 and CRS 25-16.5-111(3) The Enterprise is and operates as a government-owned business within the Department of Public Health and Environment for the purpose of collecting the fee charged to waste generators and using the fee to provide grants and technical assistance to promote waste diversion. See §25-16.5-111(3), C.R.S. The enterprise is overseen by the FRWD Board of Directors. The department administers the grant program on behalf of the enterprise. Law-Specified Vendor Statute (if any): N/A Procurement Method: Request For Application (RFA) Solicitation Number (if any): #31245
State Representative Haley Gabbard Front Range Waste Diversion Program Manager Division of Environmental Health and Sustainability, Sustainability Unit Colorado Department of Public Health and Environment 4300 Cherry Creek Drive South Denver, CO 80246 Email: frwd.program@state.co.us	Contractor Representative Stephen Padilla Grants Administrator City of Arvada 8101 Ralston Road Arvada, CO 80002 Email: sdpadilla@arvada.org
Exhibits The following Exhibits and Attachments are attached and incorporated into this Contract: Exhibit A, Additional Provisions Exhibit B, Statement of Work Exhibit C, Budget Exhibit D, Sample Option Letter	
Contract Purpose This project serves to protect both public health and the environment in the Front Range of Colorado by expanding household recycling in the City of Arvada.	

SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

Each person signing this Contract represents and warrants that he or she is duly authorized to execute this Contract and to bind the Party authorizing his or her signature.

CONTRACTOR City of Arvada By: Marc Williams, Mayor City of Arvada Date: _____ ATTEST/WITNESS: City Clerk APPROVED AS TO FORM: For Rachel A. Morris, City Attorney By: _____	STATE OF COLORADO Jared S. Polis, Governor Front Range Waste Diversion Enterprise Jeffrey Jensen, Chairperson, FRWD Board of Directors By: Jeffrey Jensen, Chairperson, FRWD Board of Directors Date: _____
In accordance with §24-30-202 C.R.S., this Contract is not valid until signed and dated below by the State Controller or an authorized delegate. STATE CONTROLLER Robert Jaros, CPA, MBA, JD By: Travis Yoder, Controller Contract Effective Date: _____	

-- Signature and Cover Pages End --



REPORT TO CITY COUNCIL ORDINANCE FIRST READING

**AGENDA ITEM
8.C.1.**

TO: THE HONORABLE CITY COUNCIL

DATE: February 1, 2021

SUBJECT: CB21-006 An Ordinance Amending Article V, International Residential Code, Section 18-181, Climatic and Geographical Design Criteria of Chapter 18, Buildings and Building Regulations, of the Arvada City Code (Public Hearing to be set for March 1, 2021 at 6:15 p.m.)

Report in Brief

The Floodplain Insurance Rate Maps (FIRM) were updated via an emergency Ordinance on January 11, 2021. These maps are also referenced in the City's adopted Building Code and this proposed amendment simply resolves any conflict between City Ordinances by also updating the FIRM dates in Chapter 18 of the Arvada City Code.

The Arvada team recommends that the City Council approve CB21-006, An Ordinance Amending Article V, International Residential Code, Section 18-181, Climatic and Geographical Design Criteria of Chapter 18, Buildings and Building Regulations, of the Arvada City Code and set a public hearing for March 1, 2021 at 6:15 p.m.

Financial Impact

There are no financial impacts as a result of this Ordinance.

Background

Arvada's adopted Flood Insurance Rate Maps (FIRM) are referenced in the City's adopted Building Code and this proposed amendment simply provides continuity between City Ordinances. The Floodplain and FIRM map updates approved on January 11, 2021 were needed to ensure continued availability of flood insurance to certain properties within the City.

Discussion

This minor change will update Arvada's adopted Flood Insurance Rate Maps (FIRM) referenced in the City's adopted Building Code and provides continuity between City Ordinances. The Floodplain and FIRM map updates approved on January 11, 2021 were needed to ensure continued availability of flood insurance to certain properties within the City.

Public Contact

Posting of the City Council Agenda

Commission Recommendation

N/A

Strategic Alignment

The recommended action aligns with the Infrastructure Priority Area within the City Council Strategic Plan. Specifically, updating Official Floodplain Map is consistent with the following Principle:

SUBJECT: CB21-006 An Ordinance Amending Article V, International Residential Code, Section 18-181, Climatic and Geographical Design Criteria of Chapter 18, Buildings and Building Regulations, of the Arvada City Code (Public Hearing to be set for March 1, 2021 at 6:15 p.m.)

PAGE: 2
ITEM: 8.C.1.

Applies cost-effective and timely engineering design, geographic information, effective construction practices, and established standards and specifications to align public infrastructure priorities with community growth and redevelopment needs.

Alternative Courses of Action

N/A

Recommendation for Action

The Arvada team recommends that the City Council approve CB21-006, An Ordinance Amending Article V, International Residential Code, Section 18-181, Climatic and Geographical Design Criteria of Chapter 18, Buildings and Building Regulations, of the Arvada City Code and set a public hearing for March 1, 2021, at 6:15 p.m.

Suggested Motion:

I move that CB21-006, An Ordinance Amending Article V, International Residential Code, Section 18-181, Climatic and Geographical Design Criteria of Chapter 18, Buildings and Building Regulations, of the Arvada City Code, be (approved on first reading, ordered published in full, and a public hearing set for March 1, 2021, at 6:15 p.m.) (rejected).

Prepared by:

Brita Van Horne, Deputy Director of Community & Economic Development

Reviewed by:

Approved by:

Josie Suk, Development Systems and Administrative Manager	1/19/2021
Ryan Stachelski, Director of Community and Economic Development	1/19/2021
Gail Walker, Legal Specialist-Contracts	1/19/2021
Laura Hemler, Assistant City Attorney	1/19/2021
Rachel Morris, City Attorney	1/20/2021
Lorie Gillis, Deputy City Manager	1/20/2021
Mark Deven, City Manager	1/21/2021

Enclosure, exhibits & attachments required to support the report

COUNCIL BILL NO. CB21-006
ORDINANCE NO. _____

AN ORDINANCE AMENDING ARTICLE V, INTERNATIONAL RESIDENTIAL CODE,
SECTION 18-181, CLIMATIC AND GEOGRAPHICAL DESIGN CRITERIA OF CHAPTER 18,
BUILDINGS AND BUILDING REGULATIONS, OF THE ARVADA CITY CODE

WHEREAS, the Federal Emergency Management Agency (FEMA) has approved new Flood Insurance Studies (FIS) and associated Flood Insurance Rate Maps (FIRM), dated January 15, 2021 for Jefferson County and September 28, 2018 for Adams County; and

WHEREAS, the City of Arvada adopted the new FIS and associated FIRM on January 11, 2021 through Ordinance No. 4748, An Emergency Ordinance Adopting the Floodplain Map Dated November 20, 2020, as the Official Floodplain Map of the City of Arvada, Superseding That Dated November 15, 2019, and Further Adopting the Flood Insurance Study (“FIS”) and the Flood Insurance Rate Maps (“FIRM”) Prepared By the Federal Emergency Management Agency (“FEMA”); and

WHEREAS, such adoption makes it necessary and desirable to modify and update the City of Arvada’s existing Building Code pertaining to the FIRM.

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

Section 1. Section 18-181, I.R.C. Section R301.2, Climatic and geographical design criteria, of Article V, International Residential Code, is hereby amended to read as follows:

Table R301.2 (1) of Section R301.2. Climatic and geographical design criteria, is hereby amended to read as follows:

Table R301.2 (1)
CLIMATIC AND GEOGRAPHICAL DESIGN CRITERIA

Ground and Roof Snow Load ^b	Wind Design		Seismic Design Category ^f	Subject to Damage From			Winter Design Temp ^e	Ice Barrier Underlay-ment Reuired ^h	Flood Hazards ^g	Air Freezing Index ⁱ	Mean Annual Temp ^j	IECC Zone
	Speed (mph) ^d	Topo-graphic Effects ^k		Weathering ^a	Frost-li ne Depth ^b	Termite ^c						
30 psf	136 V ^{ult} E. of Hwy 93 150 V ^{ult} W. of Hwy 93 Exp.C	Yes	“B”	Severe	36”	Slight	1° F	No	NFIP: Nov. 20, 1972 FIRM: January 15, 2021 for Jefferson County and September 28, 2018 for Adams County, or as	500-1000	50.5	5b

									amended and most recently adopted by the city			
--	--	--	--	--	--	--	--	--	--	--	--	--

Manual J Design Criteria ^a							
Elevation	Latitude	Winter Heating 99% Dry Bulb	Summer Cooling 1% Dry Bulb	Altitude Correction Factor	Indoor Design Temp.	Design Temp. Cooling	Heating Temp. Difference
5453' E. of Hwy. 93; Varies W. of Hwy. 93	40 ° North	1 °	91 °	.832 E. of Hwy. 93; Varies W. of Hwy. 93	70 °	75 °	69 °

Cooling Temperature Difference	Wind Velocity Heating	Wind Velocity Cooling	Coincident Wet Bulb	Daily Range	Winter Humidity	Summer Humidity	--
16 °	15 mph	7.5 mph	60	High (H)	30%	50%	--

Section 2. Severability. If any section, paragraph, sentence, clause, or phrase of this ordinance is held to be unconstitutional or invalid for any reason, such decision shall not affect the validity or constitutionality of the remaining portions of this ordinance. The City Council hereby declares that it would have adopted this ordinance and each part or parts thereof irrespective of the fact that any part or parts to be declared unconstitutional or invalid.

Section 3. This ordinance shall take effect five days after publication following final passage.

INTRODUCED, READ, AND ORDERED PUBLISHED this 1st day of February, 2021.

PASSED, ADOPTED, AND APPROVED this ____ day of _____, 2021.

Marc Williams, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

Rachel A. Morris, City Attorney

By: _____

Publication Dates: February 4, 2021

REDLINE/STRIKEOVER VERSION

FOR INFORMATION ONLY — NOT PART OF THE ORDINANCE

Underlined indicates new material
~~Strikeover~~ indicates deleted material

Table R301.2 (1) of Section R301.2. Climatic and geographical design criteria, is hereby amended ~~in its entirety~~ to read as follows:

Table R301.2 (1)
 CLIMATIC AND GEOGRAPHICAL DESIGN CRITERIA

Ground and Roof Snow Load ^b	Wind Design		Seismic Design Category ^f	Subject to Damage From			Winter Design Temp ^e	Ice Barrier Underlay-ment Reuired ^h	Flood Hazards ^g	Air Freezing Index ⁱ	Mean Annual Temp ^j	IECC Zone
	Speed (mph) ^d	Topo-graphic Effects ^k		Weathering ^a	Frost-li ne Depth ^b	Termite ^c						
30 psf ^f	136 V ^{ult} E. of Hwy 93 150 V ^{ult} W. of Hwy 93 Exp.C	Yes	"B"	Severe	36"	Slight	1° F	No	NFIP: Nov. 20, 1972 FIRM: <u>July 13, 2016</u> <u>January 15, 2021</u> <u>for Jefferson County and September 28, 2018 for Adams County, or as amended and most recently adopted by the city</u>	500-1000	50.5	5b

Manual J Design Criteria ^a							
Elevation	Latitude	Winter Heating 99% Dry Bulb	Summer Cooling 1% Dry Bulb	Altitude Correction Factor	Indoor Design Temp.	Design Temp. Cooling	Heating Temp. Difference
5453' E. of Hwy. 93; Varies W. of Hwy. 93	40 ° North	1°	91°	.832 E. of Hwy. 93; Varies W. of Hwy. 93	70 °	75 °	69 °

Cooling Temperature Difference	Wind Velocity Heating	Wind Velocity Cooling	Coincident Wet Bulb	Daily Range	Winter Humidity	Summer Humidity	--
16 °	15 mph	7.5 mph	60	High (H)	30%	50%	--



REPORT TO CITY COUNCIL WORKSHOP

AGENDA ITEM
10.A.

TO: THE HONORABLE CITY COUNCIL

DATE: February 1, 2021

SUBJECT: Waste Hauling Update

Report in Brief

The City team is continuing efforts to implement Council direction for organized waste hauling. Efforts over the past two weeks have included a robust update to the Arvada Sustainability Advisory Committee, securing additional communication capacity, completing drafts of City of Arvada and Republic Services co-branded communication pieces, meeting with representatives from Republic (Waste Hauler) and Schaeffer (cart provider), notable contact from residents, along with several internal planning/logistics meetings. In order to keep Council updated on the ongoing work, and to address Council questions and feedback, the City team will present current information regarding Communications, Default Cart Size and Minimum Service Fee.

The Arvada team believes it is important to provide regular updates to the City Council regarding organized waste hauling so we may receive your feedback in the course implementing this new initiative.

Background

Council Action

In June 2020, Arvada City Council voted to adopt a new organized waste hauling ordinance with service to begin in July 2021. The City team and City Council had a robust discussion about organized waste hauling over 18 months that included many opportunities for community input.

- Outreach opportunities leading up to the Council vote in June 2020 included a remote public forum, in-person engagement events and interactions through the City's online engagement platform, Speak Up Arvada.
- The City team shared updates across all City communication channels, including the City's website, Arvada Report, Facebook and other social media.
- After the City Council voted to adopt the ordinance, our communication with the community continued and expanded to include information about service levels, important dates, customer service and other key elements of the upcoming program. This has been done using all of the City's communication channels.

Initial Arvada Team Communications

The City team acknowledges that many residents are not yet aware of the program and related changes, and some confusion remains. We are working to share the facts with the community as we transition to organized waste hauling.

- Communication efforts include updates on all City communication channels, including online engagement opportunities on Speak Up Arvada, the City's engagement platform; and co-branded mailers in partnership with our contracted hauler.
- The City team is also working to educate the other licensed haulers operating in the City on the updated ordinance (Council Bill No. CB20-011 Ordinance No. 4733) to ensure compliance.

Resident Choice - Minimum Service Fee

While residents are strongly encouraged to participate, Colorado law preserves their right to choose their own waste hauler.

- Residents who choose to hire their own hauler must pay a small fee of \$5.13 per month for Minimum Service. Minimum Service includes spring and fall yard waste events and two bulky item drop-off events per year. Considering the cost of large-item removal and waste pick up, the Minimum Service level will provide a low-cost benefit to all residents of Arvada.
- Arvada residents can determine their own timing to enter the City's program. They can wait until the end of their current contracts to receive service through the City's program, choose "Minimum Service" now and then contact the City when they are ready to request a higher service level that includes a cart.
- Arvada residents must make a selection in March when they receive the City's selection post card. If they do not make a selection, they will automatically receive Level 3 service (95 gallon waste cart, 95 gallon recycle cart) in July.
- The program provides community-wide benefits – such as reduced trash truck traffic and road damage, that we all benefit from regardless of whether we directly or indirectly use the services. Under the current system, there are significant community costs--including noise and air pollution, road damage, traffic, and threats to safety--that are not being accounted for. This new program (and the minimum service fee) helps to better account for that cost and reduce these impacts for the entire community.

Arvada residents will have the opportunity to make their service level selection between March 2021 and April 2021.

- Arvada residents will receive a selection postcard beginning in March 2021.
- Carts will be delivered in June.
- Service will begin in July 2021.

Waste Hauling as an Enterprise Program

The City's waste hauling program will be a self-supporting enterprise.

- The City will advance the funds for the purchase of waste and recycling carts for use by the program. The total cost of the carts is estimated at \$2,600,000.
- The City is purchasing waste and recycling carts. This purchase is supported by approximately \$1 million dollars in grants.
- The financial model for the enterprise fund recovers the cost for the waste and recycling carts over five years and then builds a reserve fund for the replacement of the carts in year ten.
- The fees paid by Arvada residents support program operations at the City including billing and customer service.

Enhanced Communications

The City's communication channels are the best source of facts for residents.

- Residents can contact the Waste Hauling team via phone (720-898-7575) or email (wastehauling@arvada.org).
- [Arvada.org/waste-hauling](https://www.arvada.org/waste-hauling) contains important program information.

In response inaccurate messages from sources of information that may not support this initiative or remain confused, the communications team is redoubling efforts to inform our community about the status of the organized waste hauling project and the timeline of key program milestones, including when eligible residents will have the opportunity to choose a level of service or to not participate.

Over the next several weeks the team intends to exhaustively use City communications channels to convey this basic information to raise awareness of the program for those in the community who are just learning of it and to mitigate confusion among residents who believe they must indicate their participation level now, as opposed to the actual time frame of February

2021.

The team has also connected with the Arvada Sustainability Advisory Committee (ASAC) to involve the group in amplifying the City's messaging about next steps. In addition, a waste hauling team member will attend ASAC meetings to provide regular updates and share current communication needs. The team will also send program information to local hauling companies so that they can share factual information when speaking to their customers.

The waste hauling webpage ([Arvada.org/waste-hauling](https://www.arvada.org/waste-hauling)) has been updated with key program milestones for 2021 and pricing. Council members can help the City team by amplifying this information to your networks and letting us know when there is inaccurate dialogue occurring that we can help clarify.

Additionally, the City team has invested in additional Waste Hauling Public Relations Support including contracting with WR Communications, and engaging in temporary support to monitor social media.

Resident Owned Carts

In the public outreach prior to passing organized waste hauling, the City indicated that there would be an opportunity for residents to recycle trash cans that they no longer needed once the program began. The City team is working through options, logistics and costs to deliver this service. We do not believe there will be a simple solution and will need to weigh all options from a cost, convenience, and customer perspective.

- Options the team is investigating include, but are not limited to, the following:

- Provide options for how the resident can reuse their existing cans.

- Service to pick up, wash, and recycle cans.

- Auctioning of cans.

- Selling of cans to a repurpose company.

- City collection and then disposal of cans.

- This effort does not include residents who are currently using carts owned by waste hauling companies. Those carts will need to be returned to the waste hauling company at the end of the residents' contracts. There is often a fee for removal of cans per the terms of specific contracts.
- Once these options are outlined and vetted, we will provide recommendations to City Council.

Default Cart Size

The Waste Hauling core team determined that the default selection for those residents who do not respond to the service level selection postcard will be Service Level 3, a 95 gallon cart waste cart and a 95 gallon recycling cart.

- Based on the contract with Republic Services, the customer can change out cart size once in the first 90 days at no charge. They can then do this once a year for no charge after the initial implementation.
- The team consulted with Republic, considered efficiencies in stocking various sizes, and discussed the differences in cart size pricing.

- 95 gallon carts is a standard size for waste haulers in the area.

- 95 gallon carts also give the City flexibility to change out lids between trash and recycling thereby reducing the number of carts to be held in stock.

This information has been previously shared with Council and has generated some concerns. It is appropriate to discuss this matter during the Workshop.

Minimum Service Fee

The City team continues to share facts with the community regarding the minimum service fee. While all residents are encouraged to participate in the program, Colorado law preserves the right to choose one's own waste hauler. As a community-wide program, there are benefits to all residents whether or not they participate in the City's program at a higher service level.

The enhanced communication will continue to emphasize the services available to all residents that are associated with this fee as described herein.

Strategic Alignment

Provide regular updates to the City Council regarding organized waste hauling so we may receive your feedback in the course implementing this new initiative aligns with the Vibrant Communities and Neighborhoods Priority Area of the City Council Strategic Plan. Specifically, providing these updates is consistent with the following Strategic Result:

By 12/21, complete full implementation of waste hauling options.

Next Steps

The Arvada team believes it is important to provide regular updates to the City Council regarding organized waste hauling so we may receive your feedback in the course implementing this new initiative. Feedback from this Workshop will be factored into decisions and actions associated with the continued implementation of organized waste hauling. Additional workshops will be scheduled in the next few months.

Prepared by:
Janet Newman, Administrative Specialist

Reviewed by:

Approved by:

Rachel Morris, City Attorney	1/21/2021
Lorie Gillis, Deputy City Manager	1/21/2021
Mark Deven, City Manager	1/21/2021

Enclosure, exhibits & attachments required to support the report

Residential Waste & Recycling Collection

February 1, 2021

Core Project Team

Jason O'Keefe - Customer Information
Manager

Deborah Baumgartner - Customer
Information Supervisor

Nancy Allen - Purchasing Manager

Rachael Kuroiwa - Manager of
Communications-Infrastructure

Michele Broski - Executive Assistant

Madeline Stephens - Senior Project
Manager

Lorie Gillis - Deputy City Manager

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Project Background

December 2018: Council presentation from ASAC (Sustainability Committee)

January 2019: Council requests information during retreat

February 2019: Workshop with City Council; timeline presented and direction for engagement

March - May 2019: Community outreach and survey

May 2019: Workshop to present survey results; RFP issued following feedback from Council

July 2019: Workshop to review RFP responses; Council directs preparation for an advisory ballot measure

August 2019: Council rejects proposed ballot measure; directs city manager to continue proposal process

Sept. 2019 - Feb. 2020: Final proposals received; Negotiations commence with Republic Services

May 4, 2020: First reading of ordinance; Public Hearing set for June 15

May - June 2020: Council Workshop, online engagement, community forum, in-person community meetings

June 15, 2020 Council Direction - Organized Waste Hauling



Benefits of Organized Waste Hauling

- Improve Arvada's low recycling rates
- Decrease truck traffic
- Decrease noise nuisance and air pollution
- Provide additional services (recycle collection, bulk item drop-off events)
- Increase safety within communities and neighborhoods
- Lower costs to residents and/or provide additional services
- Consistent waste hauling services within Arvada



Customers Partners Collaborators

- Arvada Residents
- Republic Services
 - ◆ Residential waste & recycling collection services
- The Recycling Partnership (\$512K Grant)
- Colorado Department of Public Health and Environment Front Range Waste Diversion Enterprise (\$500K Grant)
- Schaefer Systems International, Inc.
 - ◆ Carts

— — —

Project Milestones - Residents

Key 2021 Program Milestones



March: Choose cart size or to not participate (pay minimum service).



June: Receive your cart if you choose to participate.



July: Service Begins



September: Waste hauling charges appear on utility bill

Project Implementation Milestones

- 2/1/21 - Republic Website goes live
- 3/8/21 - 4/16/21 - Cart selection by residents
- 1/19/21 - 4/30/21 - CIS System Update (Utility Billing System)
- 6/1/21 - Begin receiving/staging new carts
- 6/7 - 6/26 - Assembly and delivery of new carts
- 6/28 - 7/3 - Address outstanding items from A&D
- 7/5/21 - Begin service



Service Level Selection - March 8 - April 16

Min. Service	Level 1	Level 2	Level 3
No Cart \$5.13/mo	Small Cart \$11.50/mo	Med Cart \$15.63/mo	Lg Cart \$19.76/mo
Choose your own hauler Leaf recycling events Bulk drop off events	35 gallon trash cart 95 gallon recycling cart Weekly trash pick up Bi-weekly recycling pick up On demand bulk pick up (\$15/per item) Leaf recycling events Bulk drop off events Add additional recycling carts (additional fee)	65 gallon trash cart 95 gallon recycling cart Weekly trash pick up Bi-weekly recycling pick up On demand bulk pick up (\$15/per item) Leaf recycling events Bulk drop off events Add additional recycling carts (additional fee)	95 gallon trash cart 95 gallon recycling cart Weekly trash pick up Bi-weekly recycling pick up On demand bulk pick up (\$15/per item) Leaf recycling events Bulk drop off events Add additional trash or recycling carts (additional fee)



All prices listed are monthly charges. Waste hauling fees will be charged on utility bills which are on bimonthly cycles.

Service Level Selection - Call to Action

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Service Level Selection - Call to Action

Residential Waste & Recycling Collection Update

Arvada residents care about efficient services and good value. Organized waste hauling will begin this July, providing trash and recycling collection services at a competitive price for most residents. One benefit of the program is that it will reduce the number of trucks on residential streets, which will reduce wear and tear on our roads as well as air and noise pollution. More residents will have access to affordable recycling helping to keep materials out of our landfills. And the program is focused on improving customer service.

Key 2021 Milestones

-  **March:** Choose cart size or not to participate (pay minimum service).
-  **June:** Receive your cart if you choose to participate.
-  **July:** Service Begins
-  **September:** Waste hauling charges appear on utility bill

Service Levels - Residents who arrange their own trash service will receive a postcard starting in March with instructions on how to select service level.

Service levels:

- \$19.76 per month for a large trash cart + large recycling cart
- \$15.63 per month for a medium trash cart + large recycling cart
- \$11.50 per month for a small cart + large recycling cart
- \$5.13 per month for minimum service (no carts, choose your own hauler)

Additional Cart Fees: For those who need more capacity, add additional carts

- \$3.00 per month for an additional recycling cart
- \$4.15 per month for an additional trash cart
- \$3.50 per tag for occasional additional trash bags

Additional services included in all service levels:

- Leaf and yard waste drop off events
- Bulky item drop off events

City team members are ready to answer your questions!

Web: arvada.org/waste-hauling
Email: wastehauling@arvada.org
Phone: 720-898-7575



A New Choice in Waste Hauling Coming to Arvada in 2021

Starting July 2021, the City of Arvada's new waste and recycling program will begin. Arvada residents care about efficient services and good value. The organized waste hauling program will provide trash and recycling collection services at a competitive price for most residents.

Benefits of the program include:

- Less truck idling, resulting in less air and noise pollution and decreasing wear and tear on our streets.
- Better customer service for residents. The City's contract requires a dedicated customer service center and a 90% in-service guarantee. The City will hold Republic Services accountable for its service level to customers.
- Lower costs for most residents.

Recycling included so more residents have access to affordable recycling.

How to transition
We understand that this transition is a significant change and you will have questions along the way. Please call the Republic Services Customer Service Line for Arvada at 720-898-7575.

- Review the available service levels in this newsletter to determine which one is right for you.
- Review the terms and conditions of your current waste hauling contract for cancellation fees and other requirements.
- Look for the City's Service Level selection postcard in March and return it to the self-addressed

stamped postcard or make your selection online. Instructions for service level selection included in postcard.

If you select Level 1, 2 or 3 with the City, contact your current waste hauler to end your current contract.

Remember, you can determine your own timing to enter the City's program. If you want to wait until the end of your current contract to receive service through the City's program, choose "Minimum Service" now and then contact us when you are ready to request a higher service level that includes a cart.

It's important that you make a selection in March when you receive the City's selection postcard. If you do not make a selection, you will automatically receive Level 3 service in July.

Service Levels

In March, Arvada residents will receive a postcard from the City to select Service Level for the July 2021 launch. Please be sure to look for this postcard. It's important that you make a selection in March when you receive the City's postcard. If you do not make a selection, you will automatically receive Level 3 service in July.

There are four service levels to fit your waste generation habits. Here's what you need to know about service levels:

- You must choose a service level when you receive your postcard. If we do not hear from you, your postcard will receive a Level 3 95-gallon waste cart and a 95-gallon recycle cart in June.
- If you wish to choose your own hauler, you need to select "Minimum Service." You can enter the City's program at a higher level at any time after the program begins by calling 720-898-7575 and selecting a new service level.
- You can make one cart size change for free per year.

- If you are a current Republic Services customer, please select a service level with the City's program and then contact Republic Services to negotiate ending your current subscription to coincide with Arvada's service starting in July.
- All prices listed are monthly charges. Waste hauling fees will be charged on Arvada utility bills which are on bimonthly cycles.

Minimum Service	Level 1	Level 2	Level 3
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No Cart \$5.13/month Choose your own hauler Leaf recycling events Bulk drop off events	Small Cart \$15.63/month 35-gallon trash cart 95-gallon recycling cart Weekly trash pickup Bi-weekly recycling pickup On-demand bulk pickup (150per item) Leaf recycling events Bulk drop off events Additional recycling carts (optional fee)	Medium Cart \$19.76/month 65-gallon trash cart 95-gallon recycling cart Weekly trash pickup Bi-weekly recycling pickup On-demand bulk pickup (150per item) Leaf recycling events Bulk drop off events Additional recycling carts (optional fee)	Large Cart \$19.76/month 95-gallon trash cart 95-gallon recycling cart Weekly trash pickup Bi-weekly recycling pickup On-demand bulk pickup (150per item) Leaf recycling events Bulk drop off events Additional recycling carts (optional fee)
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New Rate Structure

If you need more capacity for waste, you can order additional trash and/or recycling carts. In order to have additional trash carts, you must select a 95-gallon cart for your main cart. Any service level above minimum service can add an additional recycling cart.

- Additional trash cart - \$4.15/mo
- Additional recycling cart - \$3.00/mo

Trash Tags

If you have extra waste periodically but not enough to increase your cart size, extra trash tags are available for purchase from the City. A trash tag costs \$3.50 and must be placed on each 35-gallon non-trash bag or for collection. Bags with tags will be collected on your normal Service Day. Bags outside of your cart without a trash tag will not be collected.

Additional Services

City-wide drop off events

All residents will have access to annual Citywide drop off events. Republic Services will provide leaf and branch drop off events four (4) times per year at no additional charge to residents. All Arvada residents have access to drop off events.

Republic Services will provide bulky item drop off events two (2) times per year at no additional charge to residents. All Arvada residents have access to drop off events.

For more information, please visit RepublicServices.com/municipality/ArvadaCO.

On Demand Bulky Item Pickup

Arvada residents participating in the City collection program at Levels 1, 2, and 3 have access to on-demand bulky item pickup. This service is \$15.00 per item. Residents can find a list of acceptable items at RepublicServices.com/municipality/ArvadaCO.

Curbside Service

Republic Services will provide front door pickup for residents with the physical inability to bring out their containers. Please note all containers must be accessible to our drivers without going behind fences, inside garages, etc. For more details, please contact Republic Services at 720-898-7575.



Minimum Service Fee - \$5.13

- Spring and fall yard waste events
- Two bulky item drop-off events per year
- Reduced trash truck traffic
- Reduced road damage
- Reduced noise and air pollution and threats to safety



All waste hauling fees collected will be held in a separate Enterprise account which will only be used to fund waste hauling services for the city. Waste hauling fees will not be used for general government purposes.

Minimum Service Fee - some clarifications

- **Single-family or multi-family residence (containing seven or fewer units) with NO Homeowners Association**

Any single-family or multi-family residence (containing seven or fewer units) that are not within a Homeowners Association, that choose not to join the City's waste hauling program, will be billed a minimum service fee of \$5.13 per month. FEE breakout: \$4.25 goes to Republic as per contract. \$0.88 goes to the City of Arvada which includes large item drop off and leaf recycling, 2 employees, office space, billing system upgrades and postage.

- **Single-family or multi-family residence (containing seven or fewer units) with Homeowners Association without a current waste hauling contract**

Any single-family residence or multi-family residence (containing seven or fewer units), that are within a Homeowners Association without a current waste hauling contract, that choose not to join the City's waste hauling program, will be billed a minimum service fee of \$5.13 per month. FEE breakout: \$4.25 goes to Republic as per contract. \$0.88 goes to the City of Arvada which includes large item drop off and leaf recycling, 2 employees, office space, billing system upgrades and postage.

- **Single-family or multi-family residence (containing seven or fewer units) with Homeowners Association with a current waste hauling contract**

Any single-family residence or multi-family residence (containing seven or fewer units), that are within a Homeowners Association with a current waste hauling contract, and choose not to join the City's waste hauling program, will be billed a minimum service fee of \$.88 per month which goes to the City of Arvada for large item drop off and leaf recycling, 2 employees, office space, billing system upgrades and postage.

Default Cart Size



- Service Level 3, a 95 gallon cart waste cart and a 95 gallon recycling cart
- 95 gallon carts are a standard size for waste haulers in the area because it is most commonly requested by the users
- Efficiencies in stocking various sizes
- Provides flexibility to change out lids between trash and recycling thereby reducing the number of carts to be held in stock
- Based on the contract with Republic Services, the customer can change out cart size once in the first 180 days at no charge. They can then do this once a year for no charge after the initial implementation

Landlord/Tenant

— — —

- 5,800 tenant/landlord relationships in utility billing system
- Selection postcards will go to service address.
- Letter to landlords to be sent one week before selection postcards



Carry Out Service

— — —

- Republic Services will provide front door pickup for residents with the physical inability to bring out their containers.
- All containers must be accessible to drivers without going behind fences, inside garages, etc.
- To request this service contact Republic Services at 720-898-7575.

More information on overall customer service at future workshop.

New Cart Assembly & Delivery

- 6/1 - Pre-Deployment and Staging
- 6/7 - 6/26 Assembly and Delivery
- Service Delivery Begins July 5th

A & D Staging Sites Under Consideration

- Arvada Center
- Arvada High School
- Arvada West High School

Resident Owned Carts Drop Off/Recycle

Working with Providers

Plan Under Construction

Collaborating with Republic

— — —

Routes/Drivers

- Republic has 11 routes per day M-F which encompass all of the eligible addresses. They have also included current HOA in the design, so as HOAs come into the program in the future, they are already part of the plan.
- The routes have been vetted by lead drivers and the routes have also been physically analyzed for quality.
- Senior drivers will be assigned to the routes.

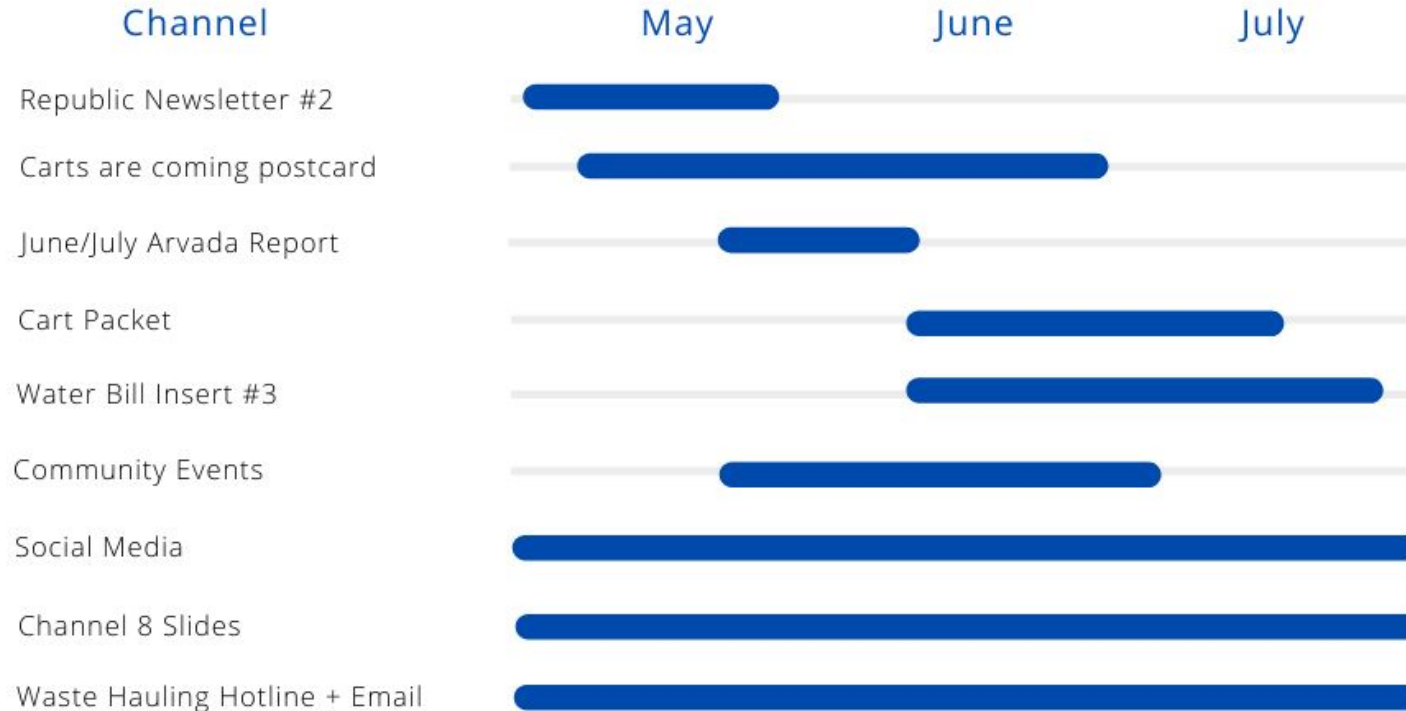
Sharing best practices but listening to what is important to our community

- Developing communication and education content.
 - <https://www.republicservices.com/ArvadaCO>



Cart & Service Roll Out Outreach

— — —



Communication & Education Resources



Arvada, CO

Customer Care Center: Service 720-898-7575 | Billing 720-898-7070

High Contrast

Events & Services

Rates

Resources

Kid Friendly Activities

Customer Support

Arvada, CO



Welcome to Republic Services of Arvada, CO



Republic Services of Denver is proud to partner with the City of Arvada, CO in providing quality waste and recycling collection, and disposal services. We care about the environment and people of Colorado and actively support local community, education, and sustainability initiatives.



We'll handle it from here.®



City of Arvada Recycling and Waste Guide For Residential Customers



City Team Project Monitoring

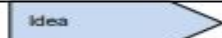
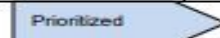
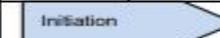
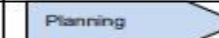
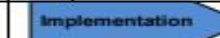
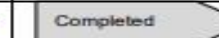
Continue to monitor and address issues as they arise -

- Weekly team meetings
- Continual communication via phone and group email
- Monitor and respond to calls coming into 720-898-7575, CMO, and to Jason directly
- Monitor and respond to emails coming into wastehauling@arvada.org
- Project tasks, deadlines, and milestones maintained on project calendar
- Project Status Reports - Dashboard

— — —

Status Date: 01/25/2021

Waste Hauling Initiative

Sponsor Mark Deven		Business Owner Lorie Gillis		Project Manager Madeline Stephens Joe Holtz Jason OKeefe		Target End Date 31-JUL-21	
 01/29/2020	 07/24/2020	 07/24/2020	 07/24/2020	 07/24/2020	 01/22/2021		
Project Description Implementation of standardized waste hauling and recycling in the City of Arvada. Implementation of standardized waste hauling within the scope of the approved ordinance. Implementation and integration of waste hauling billing within CIS V4 utility billing system.							
Green							

Status Update

22-JAN-21 03.18.34.732217 PM -

Communication:

- Received Republic/ArvadaCO website for review and input. Site was tested and fixed. We are working on a couple of updates and possible enhancements before going live on 2/1/21.

Outstanding items @Petrovich, Mark working with RS design team:

Schedule Calendar for 2021 (placement on Home page)

Service Map (color-coded for placement on Home page)

Cart renderings of 35/95, 65/95, 95/95 (placement on Rates page)

Updated Welcome Letter and Bulk P/U List from Rachael.

Possible Kid Page Enhancements

Take a Virtual Field Trip (by grade level) found just below the Kid's Corner printable activity sheets on this site

Other Possible Enhancements/Additions:

Recycling Simplified Videos (15-second videos covering 7 topics) found just above the Kid's Corner on this site

- Continued to get lots of calls and emails from citizens. Jason and Debby as well as others are helping to field both phone calls and emails.

- We outlined information and sent it to our Arvada state and federal representatives, so they are informed and armed with the correct information.

What are we hearing & how are we responding?

— — —



Building program awareness

- **Resident contact**
 - Just hearing about the program.
 - How does this program work?
- **City team response**
 - Sharing background
 - Answering specific questions
- **Outreach activities**
 - Water bill inserts
 - Arvada Report
 - Social media
 - Channel 8
 - ASAC support

Change management

- **Resident contact**
 - How do I select a service level?
 - How do I transition my unique situation?
 - How do I recycle?
- **City team response**
 - Renewed FAQs
 - Answering specific questions
 - Providing educational support
- **Outreach activities**
 - Republic mailings
 - Republic website
 - City communication channels
 - Speak Up project

What are we hearing & how are we responding?

— — —



Opposition to the program

- **Resident contact**
 - How do I not participate in the program?
 - Sharing opinion about the program.
- **City team response**
 - Sharing background and facts
 - Answering specific questions
- **Outreach activities**
 - Water bill inserts
 - Arvada Report
 - Social media
 - Channel 8
 - Speak Up Project

Support for the program

- **Resident contact**
 - How do I get information about the program?
 - Sharing opinion about the program.
- **City team response**
 - Sharing background and facts
 - Answering specific questions
 - Sharing benefits of the program
- **Outreach Activities**
 - Water bill inserts
 - Arvada Report
 - City Communication Channels
 - Speak Up Project
 - ASAC support

Next Steps

COMING IN JULY 2021 - A new option for waste collection

Starting July 2021, the City of Arvada's new waste and recycling program will begin. Arvada residents care about efficient services and good value. The organized waste hauling program will provide trash and recycling collection services at a competitive price for most residents.

Benefits of the program include:

- Fewer trucks on our roads, reducing air and noise pollution and decreasing wear and tear on our streets.
- Better customer service for residents. The City's contract requires a dedicated customer service center and a 99.9 % accuracy rate. The City will hold the hauler accountable for their service levels to customers.
- Lower costs for most residents.
- Recycling included so more residents have access to affordable recycling.



Service Levels

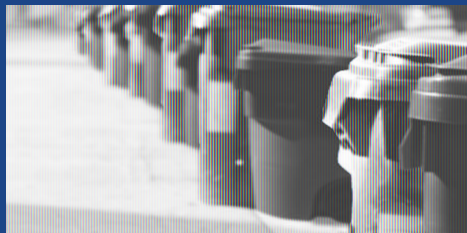
Min. Service	Level 1	Level 2	Level 3
No Cart \$5.13/mo	Small Cart \$11.50/mo	Med Cart \$15.63/mo	Lg Cart \$19.76/mo
Choose your own hauler Leaf recycling events Bulk drop off events	35 gallon trash cart 95 gallon recycling cart Weekly trash pick up Bi-weekly recycling pick up On demand bulk pick up (\$15/per item) Leaf recycling events Bulk drop off events Add additional recycling carts (additional fee)	65 gallon trash cart 95 gallon recycling cart Weekly trash pick up Bi-weekly recycling pick up On demand bulk pick up (\$15/per item) Leaf recycling events Bulk drop off events Add additional recycling carts (additional fee)	95 gallon trash cart 95 gallon recycling cart Weekly trash pick up Bi-weekly recycling pick up On demand bulk pick up (\$15/per item) Leaf recycling events Bulk drop off events Add additional trash or recycling carts (additional fee)

All prices listed are monthly charges. Waste hauling fees will be charged on utility bills which are on bimonthly cycles.



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- Incorporate Council Feedback
- Communicate & Call to Action
- Hire Utility Billing FTE
- Communicate/Inform/Respond
- Regular Council Updates



Who is eligible to participate?

Single-family homes, duplexes and townhomes (including housing with fewer than eight multi-family units) in neighborhoods that DO NOT have organized waste collection.

Apartment and condominium complexes, with eight or more units and commercial properties are exempt. Homeowners associations (HOAs) that already contract with a waste hauler are not required to participate in the program; however, they may opt in. All HOA residents will pay an \$80 cart fee and be included in the bulk item and yard debris services.

What's next?

Residents who are eligible to participate in the program are encouraged to review the available service levels to determine which one is right for them. Service level selection communications from Republic Services and the City will start to arrive in mailboxes soon.

The City team also encourages residents to understand their current waste hauling contract. The terms and

conditions of your current contract cancellation fee.

You can determine your own trash program if that works best for you until the end of your current contract through the City's program, choose now and then contact us when higher service level that include you make a selection in March's selection post card. If you do not automatically receive Level 3 as debris services.

Do you have questions?

The new waste and recycling is a significant change. It is normal what it means for you. Please contact us to get the facts.

Phone: 720-898-7575

Email: wastehauling@arvada.org

Web: www.arvada.org/waste

Key 2021 Milestones

☒	March: Choose your cart size or to not participate (pay minimum service)
☐	June: Receive your cart if you choose to participate
☐	July: Service Begins



REPORT FROM CITY COUNCIL

AGENDA ITEM
12.A.

DATE: February 1, 2021

SUBJECT: Council Committee Reports

Report in Brief

City Council members are appointed to various committees and boards as set out on the attached listing. As meetings are held, individual council members will report back to the full City Council any relevant discussions and issues that occurred.

Prepared by:
Janet Newman, Administrative Specialist

Reviewed by:

Approved by:

Enclosure, exhibits & attachments required to support the report

Council Member	Committee
Marc Williams	Arvada Urban Renewal Authority E-470 Authority (alternate) Jefferson Parkway Public Highway Authority Northwest Parkway Authority (Associate Member) (alternate) Urban Drainage and Flood Control District West Connect Coalition *Metro Mayors Caucus
Dot Miller	Adams County Economic Development Association Arvada Municipal Court/Judicial Committee CML Policy Committee Jefferson County Community Corrections Board (alternate) Smart City Advisory Committee
Bob Fifer	Apex Coordinating Committee Arvada Fire Protection District Coordinating Committee Arvada Transportation Committee Denver Regional Council of Governments Jefferson County R-1 Schools Coordinating Committee Jeffco Transportation Action & Advisory Group (JEFFTAAG) Smart City Advisory Committee
Nancy Ford	Arvada Center for the Arts and Humanities Arvada Sustainability Advisory Committee Arvada Visitors Center Committee (alternate) Rocky Flats Stewardship Council
David Jones	E-470 Authority (alternate) Jefferson County Community Corrections Board Jefferson County R-1 Schools Coordinating Committee Jefferson Economic Development Council (JEDC) Jefferson Parkway Public Highway Authority Northwest Parkway Authority (Associate Member) (alternate) West Connect Coalition (alternate)
John Marriott	Adams County Economic Development Association (alternate) Apex Coordinating Committee Arvada Audit Committee Arvada Economic Development Association Board Arvada Municipal Court/Judicial Committee CML Policy Committee Denver Regional Council of Governments (alternate) Jeffco Transportation Action & Advisory Group (JEFFTAAG) (alternate) Olde Town Business Improvement (BID) District Rocky Mountain Metropolitan Airport Community Noise Roundtable
Lauren Simpson	Arvada Audit Committee Arvada Fire Protection District Coordinating Committee Arvada Visitors Center Committee Smart City Advisory Committee

*Asterisked committees are not appointed by Council



REPORT TO CITY COUNCIL

AGENDA ITEM
13.A.

TO: THE HONORABLE CITY COUNCIL

DATE: February 1, 2021

SUBJECT: Review of Future Workshops and Presentations

Report in Brief

The City Manager's Office maintains a list of upcoming workshops and presentations to be scheduled for City Council meetings. During City Manager Reports, at the end of City Council business meetings, City Manager, Mark Deven, will review with City Council the tentative schedule and make any adjustments necessary.

Prepared by:

Janet Newman, Administrative Specialist

Reviewed by:

Approved by:

Rachel Morris, City Attorney 1/20/2021

Lorie Gillis, Deputy City Manager 1/20/2021

Mark Deven, City Manager 1/21/2021

Enclosure, exhibits & attachments required to support the report

2021 CITY COUNCIL WORKSHOPS, PRESENTATIONS AND RETREATS (TENTATIVE)

WORKSHOPS	Date	Lead
Annual Street Maintenance The Public Works Department, Streets Division, will provide council with an update on the progress made this year on the asphalt and concrete programs. The Streets Division will also update the Council on the progress made on using the new pavement software and how that will help the Streets Division improve our pavement condition. The Traffic Engineering Division will update the Council on the progress made in 2020 regarding our signal replacement and maintenance program including fiber connectivity to our traffic signals along the Ralston Road Corridor.	Feb 8	PW
Rocky Mountain Greenway Trail The purpose of this workshop is to discuss progress on the Rocky Mountain Greenway (RMG) Trail. This project directly aligns with the vision laid out in the City of Arvada Parks Master Plan and contributes to the following City Council Strategic Result: By 12/22, complete strategic investments and initiatives to ensure parks, trails, open space, and amenities are in alignment with our diverse, changing, and growing community. The vision of the RMG is to connect the three Front Range National Wildlife Refuges (Rocky Mountain Arsenal, Two Ponds and Rocky Flats) with Rocky Mountain National Park through an interconnected, multi-use, regional trail system. The City of Arvada has supported implementation of the "America's Great Outdoors" Rocky Mountain Greenway (RMG) Trail vision since 2012 and the RMG trail project is divided into various phases, some of which are already built. The phase linking Two Ponds NWR to Rocky Flats NWR transects Arvada. The 8.5 mile trail segment was constructed in 2016 and was dedicated on June 4, 2016, as part of National Trails Day. This workshop will include a presentation of recently completed soil sampling results collected by Engineering Analytics, Inc. The presentation will also outline next steps which include a review of a draft IGA for the next phase of the project. Council feedback during the workshop will help city staff determine the level of support for the IGA to advance the RMG project into the next phase of trail construction in early 2021.	Feb 8	VCN
	Mar 15	
	April 12	
	April 26	
	May 10	
	May 24	
	June 14	
	July 12	
	July 26	
	Aug 9	
	Aug 23	
	Sept 27	
	Oct 11	
	Oct 25	
	Nov 22	
	Dec 13	
Metro Districts	TBD	CMO
Americans with Disabilities Act Self-Evaluation and Transition Plan (No other workshops)	TBD	PW
Traffic Violation Fee	TBD	PW

Financial Scenarios for Street Maintenance Deficit/Options for Increasing Maintenance Funds Engage City Council in a discussion around the current street maintenance needs and how the City might fund them. This will include revenue enhancements, future allocations and expenditure realignments.	TBD	PW/Fin/CMO
Fiber Master Plan The Fiber Master Plan which is also called Arvada Fiber Optic Network (AFON), was first presented to City Council 4/10/2017. City Councils had set a strategic goal to build a fiber network to enable high speed/real-time connectivity to city facilities and assets in order to enhance city operations. This workshop is intended to brief City Council as to the progress of the AFON build out. Updates are intended to cover conduit installation progress, fiber installation progress, current collocate opportunities, IGA member updates, and connections to current assets (city buildings, traffic, signals, utilities, radio, etc.).	TBD	PW
Community Survey Update The purpose of this item is to continue a discussion with Council about the Community Survey results and what the City team is doing to apply what is learned. Discussion will include an update on action plans targeting key drivers of the City's 5-star rating as well as how Worksystems are targeting specific measures.	TBD	CMO
Affordable Housing Presentation	TBD	VCN
Problem Properties	TBD	P.D.
Water Storage – Plan B (include with master plan presentation)	TBD	Utilities
Activation of Historical Assets	TBD	VCN
N.W. Arvada	TBD	CED
Tobacco and Vaping	TBD	CMO
Waste Hauling Update	TBD	CMO
COUNCIL JOINT MEETINGS/DINNERS:		
Denver Water Board Apex Board AURA Board Arvada Center Board–Per Coop Agreement - Annually after October 1 of each year Jefferson Parkway Meeting with Jeffco and Broomfield Council Annual Retreat (January 10, 2020)		