

Council Request Update

Oct. 27, 2016

Council Request: 16-215 (Production of Residuals)

Assigned to: Utilities

Request: Request for information on the production of residuals.

Response: See attached from Utilities Director Tom Brennan.

Council Request: 16-221 (Dumpsters at 3555 S. Pennsylvania)

Assigned to: PD

Request: Request to look into the dumpster mess at 3555 S. Pennsylvania

Response: See attached from Sgt. Reid McGrath.

Council Request: 16-222 (Transformation Point Contract)

Assigned to: CMO

Request: Request for the contract with Transformation Point.

Response: See attachments from City Manager Eric Keck.

Council Request: 16-224 (WWTP Presentation)

Assigned to: WWTP

Request: Request for the presentations from the WWTP to be sent to Council.

Response: The presentation was sent to Council on 10/24/2016.

2016 COUNCIL REQUESTS

Number	Request Date	Request Type	Requested by	Request	Assigned To	Due Date	Follow-up Date	Date Completed
16-039	2/1/2016	I	Barrentine	Charter Review - Council Voting/Abstentions	CAO	2/4/2016		
16-040	2/1/2016	I	Olson	Study Session: Green Vehicle Policy Review	CMO/PW	2/4/2016		2/3/2016
16-041	2/1/2016	I	Yates	Background: Public Intoxication Ordinance	PD	2/4/2016		2/2/2016
16-042	2/1/2016	I	Russell	Sewer Issue - 3400 block South Broadway	CD	2/4/2016		2/3/2016
16-043	2/1/2016	I	Jefferson	Business Notification of Regulation Changes	CMO/ALL	2/4/2016		2/3/2016
16-044	2/1/2016	I	Martinez	Service Line Warranty Cancellation Letter	CMO	2/4/2016		2/24/2016
16-045	2/1/2016	I	Martinez	Clayton Elementary Street Conditions (snow)	PW	2/4/2016		2/23/2016
16-046	2/1/2016	I	Martinez	CityCenter Evening Meeting Security	PD/EEF	2/4/2016		3/21/2016
16-047	2/1/2016	I	Council	Citizen of the Century Selection Information	CMO	2/4/2016		2/3/2016
16-048	2/3/2016	I	Jefferson	Englewood Depot Snow Removal Inquiry	PR	2/5/2016		3/4/2016
16-049	2/9/2016	I	Yates	Construction Defects Ordinance	CAO	2/12/2016		2/12/2016
16-050	2/13/2016	I	Barrentine	Economic Development Incentives Inquiry	CD	2/16/2016		2/16/2016
16-051	2/16/2016	S	Barrentine	Mayor/Manager/Attorney Mtg. Audio	CMO	2/19/2016		2/19/2016
16-052	2/16/2016	S	Barrentine	Meeting Audio Solution	CMO/IT	2/19/2016		2/23/2016
16-053	2/16/2016	S	Olson	Simon Center Sexual Harrassment Claims	PD	2/19/2016		2/19/2016
16-054	2/16/2016	S	Barrentine	Paseo Fence Inquiry	CD	2/19/2016		2/19/2016
16-055	2/22/2016	I	Council	FunFest Follow-up	PRL	2/25/2016		2/24/2016
16-056	3/1/2016	I	Barrentine	Paseo Fence Inquiry - Follow-up	CD	3/3/2016		3/2/2016
16-057	3/3/2016	S	Jefferson	Floyd & Bannock Code/Crime Concerns	PD	3/4/2016		3/7/2016
16-058	3/14/2016	I	Jefferson	Cherokee Kivas Construction Project Update	CD	3/17/2016		3/17/2016
16-059	3/14/2016	I	Olson	OpenEnglewood Statistics	FAS	3/17/2016		3/15/2016
16-060	3/14/2016	I	Olson	Comp. Plan Clarification - Belleview/Broadway	CD	3/17/2016		3/17/2016
16-061	3/14/2016	I	Jefferson	Microphones - Community Room	CMO	3/17/2016		3/15/2016
16-062	3/14/2016	I	Jefferson	Denver Fire - Late-night Lights and Sirens	CMO/PW	3/17/2016		4/7/2016
16-063	3/16/2016	I	Gillit	S. Lipan Code Violations - Trash	PD	3/21/2016		3/23/2016
16-064	3/18/2016	I	Gillit	3398 W. Grand Ave. -Remodelling Permit	CD	3/22/2016		3/18/2016
16-065	3/21/2016	I	Council	Inquiries re: Marijuana Social Clubs	CAO	3/24/2016		4/11/2016
16-066	3/21/2016	I	Olson	Revenue Comparison Chart	FAS	3/24/2016		3/30/2016
16-067	3/21/2016	I	Olson	Financial Report - Color Consistency	FAS	3/24/2016		3/30/2016
16-068	3/21/2016	I	Barrentine	Code Enforcement Stats - Last 12 years	PD	3/24/2016		3/31/2016
16-069	3/21/2016	I	Barrentine	Alta Cherry Hills - Map Corrections	CD	3/24/2016		3/30/2016
16-070	3/21/2016	I	Yates	City Ditch/Private Property Fencing	UT/PW	3/24/2016		4/18/2016
16-071	3/21/2016	I	Council	Economic Development Incentive Policy Update	CD	3/24/2016		3/24/2016
16-072	3/28/2016	I	Jefferson	ACE Business Survey Results to Council	CD	3/31/2016		3/29/2016

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CA - City Attorney; CMO - City Manager's Office; CD - Community Development; EEF - Englewood Environmental Foundation
FAS - Finance and Administrative Services; PRL - Parks, Recreation Library; MC - Municipal Court; PW - Public Works; PD - Police Department; UT-
Utilities; WW - Wastewater Treatment Plant

Number	Request Date	Request Type	Requested by	Request	Assigned To	Due Date	Follow-up Date	Date Completed
16-073	3/28/2016	I	Olson	Street Conditions - Xcel Energy Follow-up	PW	3/31/2016		4/1/2016
16-074	3/28/2016	I	Jefferson	Englewood Marketing Plan	CMO/CD	3/31/2016		3/30/2016
16-075	3/28/2016	I	Barrentine	Littleton Police Facility Renovation	CMO	3/31/2016		4/29/2016
16-076	3/29/2016	I	Olson	Economic Incentives Analysis	CD/FAS	3/31/2016		4/27/2016
16-077	4/5/2016	I	Olson	Equal Employment Opportunity- Job Posts, EEO Law	FAS	4/8/2016		6/29/2016
16-078	4/5/2016	I	Olson	Cherokee Kivas - Meeting Update	BD/CMO/CA/CD	4/8/2016		4/11/2016
16-079	4/5/2016	I	Council	New Comp Plan - Arts & Crafts Home Preservation	CD	4/8/2016		4/6/2016
16-080	4/5/2016	I	Gillit	Checklist for building projects/remodels	BD	4/8/2016		4/7/2016
16-081	4/5/2016	I	Yates	Over-the-counter permitting for 10 most Common	BD	4/8/2016		4/7/2016
16-082	4/5/2016	I	Barrentine	Report of all EMRF expenses since 1999	FAS	4/8/2016		4/20/2016
16-083	4/6/2016	S	Jefferson	E-Notifications for Community Development NewsCommunications		4/8/2016		4/6/2016
16-084	4/7/2016	I	Gillit	4856 S. Lipan St. trailer parked illegally in front of a	PD	4/11/2016		4/7/2016
16-085	4/11/2016	I	Gillit	Status and type of tenant that will use space at Oxf	CD	4/14/2016		4/11/2016
16-086	4/11/2016	I	Jefferson	Englewood specific unemployment stats	CMO	4/15/2016		5/9/2016
16-087	4/11/2016	I	Olson	Impact of industrial development in a 1st tier subur	CD	4/15/2016		4/14/2016
16-088	4/11/2016	I	Olson	A primer sheet on the PUD process	CD	4/15/2016		4/14/2016
16-089	4/11/2016	I	Jefferson	Residential development positive/negative to a co	CD	4/15/2016		4/14/2016
16-090	4/11/2016	I	Council	Will TIF be generated from General Ironworks site?	CD/FAS	4/15/2016		5/4/2016
16-091	4/11/2016	I	Russell	Role of Council liaison to a Board/Commission	CMO	4/15/2016		4/27/2016
16-092	4/12/2016	I	Yates	What code requires the use of General Contractor	CD	4/15/2016		4/13/2016
16-093	4/12/2016	I	Yates	Cost to have SAFEbuilt run Building Department	CD/FAS	4/15/2016		5/4/2016
16-094	4/18/2016	I	Barrentine	Process of moving alternate to regular on B&Cs	CMO	4/21/2016		4/19/2016
16-095	4/18/2016	I	Yates	Provide the code that requires the use of General C	CD	4/21/2016		4/21/2016
16-096	4/21/2016	S	Jefferson	Get the lights working on gateway entry sign 2700 S	PR&L	4/26/2016		5/6/2016
16-097	4/25/2016	I	Russell	List of all zone changes in past 5 years	CD	4/28/2016		4/28/2016
16-098	4/25/2016	I	Barrentine	Unsafe tree 4898 S. Lincoln St.	CAO/PD	4/28/2016		6/9/2016
16-099	4/28/2016	I	Barrentine	Minutes from Council meeting re: Eminent domain	CD	5/3/2016		4/29/2016
16-100	4/28/2016	I	Barrentine	The process which established Englewood Housing	CAO/CMO	5/3/2016		
16-101	5/9/2016	I	Yates	What kind of home improvements are ok without a	CD	5/12/2016		5/11/2016
16-102	5/9/2016	I	Barrentine	Look into a library fine	Library	5/12/2016		5/10/2016
16-103	5/11/2016	I	Barrentine	Does Downtown Development Authority still exist?	CD	5/16/2016		5/12/2016
16-104	5/11/2016	I	Barrentine	Does the special fund for collection of TIF still exist?	CD	5/16/2016		5/12/2016
16-105	5/11/2016	I	Barrentine	Why use a failed marketing concept from 1982 in pr	CD	5/16/2016		5/12/2016
16-106	5/11/2016	I	Barrentine	Do covenants mentioned on page 30 of Downtown	CD	5/16/2016		5/12/2016
16-107	5/11/2016	I	Barrentine	Does Medici have zoning in place? Is zoning consist	CD	5/16/2016		5/12/2016
16-108	5/11/2016	I	Barrentine	Was the permanent management structure on pag	CD	5/16/2016		5/12/2016

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Number	Request Date	Request Type	Requested by	Request	Assigned To	Due Date	Follow-up Date	Date Completed
16-109	5/11/2016	I	Barrentine	Details on sales tax increment collected from Cinde	CD	5/16/2016		5/12/2016
16-110	5/11/2016	I	Barrentine	If TIF has expired, verify no funds, taxes or any incre	CD	5/16/2016		5/12/2016
16-111	5/13/2016	I	Yates	List the number of DUIs and fatalities by drivers co	PD	5/18/2016		5/16/2016
16-112	5/23/2016	I	Barrentine	Verbiage related to historic preservation removed f	CD	5/26/2016		5/26/2016
16-113	5/23/2016	I	Jefferson	P&Z examine lot coverage and bulk plane analysis	CD	5/26/2016		5/27/2016
16-114	5/23/2016	I	Olson	City Manager update on operational plan progress	CMO	5/26/2016		9/12/2016
16-115	5/23/2016	I	Barrentine	Analysis for housing in industrial areas and MU B1	CD	5/26/2016		5/26/2016
16-116	5/23/2016	I	Yates	What Kimco could do with their property under MU	CD	5/26/2016		5/26/2016
16-117	5/23/2016	I	Jefferson	City Manager analyze TIF issues related to General I	CMO/CD	5/26/2016		6/2/2016
16-118	5/31/2016	I	Gillit	Chicken waste and chicken odor in alley behind Aco	PD	6/6/2016		6/3/2016
16-119	6/6/2016	S	Jefferson	Add 2-board limit and 1-board limit for quasi-judicia	CMO	6/9/2016		6/7/2016
16-120	6/20/2016	I	Jefferson	Copy of Arapahoe County Strategic Plan and Scorec	CMO	6/23/2016		6/21/2016
16-121	6/20/2016	I	Barrentine	Cost of Bob Widner's legal opinion and post it on w	CMO	6/23/2016		7/26/2016
16-122	6/20/2016	I	Barrentine	Work on inaccuracies brought up 6/20 in tree debat	CAO	6/29/2016		7/26/2016
16-123	6/27/2016	I	Gillit	3398 W. Monmouth - weeds along the house	PD	6/30/2016		6/29/2016
16-124	6/27/2016	I	Barrentine	What ordinance allows the City to hang banners on	PW	6/30/2016		7/1/2016
16-125	6/27/2016	I	Barrentine	Condition of low voltage lighting focusing on Paseo	PW	6/30/2016		7/1/2016
16-126	6/27/2016	I	Barrentine	Who has control over lights/electrical at Paseo	PW	6/30/2016		7/1/2016
16-127	6/27/2016	I	Barrentine	Lifespan of improvements/Current cost of mainten	PW	6/30/2016		7/1/2016
16-128	6/27/2016	S	Barrentine	Speed reduced 3400 block of Broadway	PW	6/30/2016		7/1/2016
16-129	6/27/2016	S	Jefferson	Festive Lighting on Broadway all year	PW	6/30/2016		8/8/2016
16-130	6/27/2016	I	Barrentine	Cost of holiday lighting each year	P, R & L	6/30/2016		7/1/2016
16-131	6/27/2016	S	Barrentine	Work with Broadway businesses on improvements	PW	6/30/2016		7/1/2016
16-132	6/27/2016	I	Barrentine	How much BID funding was spent? How much is lef	FAS	6/30/2016		7/1/2016
16-133	6/29/2016	I	Gillit	RV parked on street at 4888 S. Lipan St.	PD	7/1/2016		7/1/2016
16-134	7/11/2016	I	Martinez	Current status of code issues at 4230 S. Galapago	PD	7/14/2016		7/21/2016
16-135	7/18/2016	I	Olson	Report of FMLA leave request for Ken Kloewer and	HR	7/27/2016		7/25/2016
16-136	7/18/2016	S	Olson	Townhall meeting on the Allen Plant and managem	CMO	7/27/2016		8/1/2016
16-137	7/18/2016	I	Jefferson	Public works respond to Letkomiller's concerns with	PW	7/27/2016		7/26/2016
16-138	7/18/2016	I	Barrentine	Where is the data for testing the residuals from 201	Utilities	7/27/2016		7/25/2016
16-139	7/18/2016	I	Martinez	Original iBake business application	FAS	7/27/2016		7/27/2016
16-140	7/25/2016	I	Jefferson	Look into Zagster bike sharing program and cost to	CD	7/29/2016		7/27/2016
16-141	7/25/2016	I	Yates	All the options we already have looked at for PD fac	CMO & PW	7/29/2016		7/27/2016
16-142	7/25/2016	S	Olson	Table tents to stand upright during Study Sessions	CMO	7/29/2016		7/28/2016
16-143	7/27/2016	S	Gillit	Monmouth/Grand Overgrown Weeds/Grass	PD	8/1/2016		7/29/2016
16-144	7/27/2016	S	Gillit	S. Lipan Parking Concerns	PD	8/1/2016		7/29/2016

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16-145	7/27/2016	S	Gillit	W. Belleview Overgrown Weeds/Grass	PD	8/1/2016		7/29/2016
16-146	7/27/2016	S	Gillit	Belleview/Broadway Code Violations Follow-up	PD	8/1/2016		7/29/2016
16-147	7/29/2016	I	Jefferson	Headed West Variance for Multi-Family Residential	CD	8/3/2016		8/4/2016
16-148	7/29/2016	I	Jefferson	3749 S. Elati St. history of code enforcement activit	PD	8/3/2016		8/4/2016
16-149	8/1/2016	I	Olson	Tri-County Health report on cancer rates in Englewo	HR	8/4/2016		8/9/2016
16-150	8/1/2016	I	Olson	Post polling results online	CMO	8/4/2016		8/2/2016
16-151	8/1/2016	I	Olson	Process for Title 7 sex offenders	PD	8/4/2016		8/4/2016
16-152	8/1/2016	I	Olson	Fact Sheet on history of EEF	PW	8/4/2016		9/12/2016
16-153	8/1/2016	I	Jefferson	Written policy on operation of EEF (SLA)	PW	8/4/2016		
16-154	8/1/2016	S	Olson	Mics for all Councilmembers in Community Room	CMO	8/4/2016		8/4/2016
16-155	8/2/2016	I	Gillit	4600 S. Lipan trailer parked on the street	PD	8/5/2016		8/4/2016
16-156	8/2/2016	I	Jefferson	Status of code enforcement with old Simply the Bes	CD	8/5/2016		8/4/2016
16-157	8/4/2016	S	Gillit	No permit on a house under construction on S. Inca	PD	8/4/2016		8/9/2016
16-158	8/5/2016	S	Olson	LED streetlights too bright on Clarkson	PW	8/5/2016		8/9/2016
16-159	8/11/2016	S	Olson	Traffic issues on Girard and Logan	PW	8/16/2016		8/25/2016
16-160	8/15/2016	S	Jefferson	Wooden name plates with red and green ends	CMO	8/22/2016		9/6/2016
16-161	8/15/2016	I	Barrentine	ROI for Cahoots with other cities	CMO	8/18/2016		8/17/2016
16-162	8/15/2016	I	Barrentine	Infrastructure for lights on Broadway	PW/P&R	8/18/2016		8/17/2016
16-163	8/15/2016	I	Russell	Where do park-in-lieu fees go?	FAS	8/18/2016		9/2/2016
16-164	8/22/2016	I	Barrentine	Why don't we include Housing Authority in the bud	CAO	8/29/2016		9/1/2016
16-165	8/22/2016	S	Jefferson	Send 2014 Citizen Survey results to Council	CMO	8/29/2016		8/24/2016
16-166	8/22/2016	S	Jefferson	Send Pokemon Go contact list to Councilmember Ol	PRL	8/29/2016		8/24/2016
16-167	8/29/2016	I	Olson	Total employee count over multiple years including	FAS	9/1/2016		9/8/2016
16-168	8/29/2016	I	Olson	City Attorney graph/pie charts of stats in budget sli	CA & CMO	9/1/2016		8/31/2016
16-169	8/29/2016	I	Barrentine	Look into City Attorney budget figures	FAS	9/1/2016		9/1/2016
16-170	8/29/2016	I	Jefferson	Breakdown of felony arrests, by location, issues	PD	9/1/2016		9/6/2016
16-171	8/29/2016	I	Olson	Note the loss of ability of grant funds in budget tran	FAS	9/6/2016		9/12/2016
16-172	8/29/2016	I	Olson	List of intersections that will be enhanced in 2017	PW	9/1/2016		9/8/2016
16-173	8/29/2016	I	Olson	Fund balance figures referenced in Utilites budget p	Utilities	9/1/2016		8/31/2016
16-174	8/29/2016	I	Jefferson	When will SBA-in-a-day be ready to go?	CD & IT	9/6/2016		9/2/2016
16-175	8/29/2016	I	Barrentine	How much was spent on W. Paseo? How was it paid	CD	9/6/2016		9/6/2016
16-178	8/29/2016	I	Barrentine	City of Littleton Sewer Fund balance amount	CMO	9/1/2016		8/31/2016
16-179	9/6/2016	S	Barrentine	Crack down on meth usage and deals at Holiday an	PD	9/12/2016		9/13/2016
16-180	9/6/2016	I	Barrentine	Scope of work for 3400 Broadway powerwashing -	PW	9/12/2016		9/22/2016
16-181	9/6/2016	I	Russell	P&R Master Plan needs to address growth current p	P&R	9/12/2016		
16-182	9/6/2016	I	Olson	Genesis of EMC 16-6-11 and why an HPC wasn't im	CMO	9/12/2016		9/12/2016

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16-183	9/12/2016	I	Olson	Legal ramifications of dissolving EMRF? Benchmarks	Utilities	9/17/2016		9/23/2016
16-184	9/12/2016	I	Martinez	Pros/cons keeping/dissolving EMRF. What conversi	Utilities	9/17/2016		9/23/2016
16-185	9/12/2016	I	Barrentine	Would CIRSA cover EMRF property and leases?	CA	9/17/2016		
16-186	9/12/2016	I	Jefferson	History of LTAR, transfers and money provided on I	FAS	9/17/2016		9/19/2016
16-187	9/12/2016	I	Gillit	Easement sq. ft. broken down by cost of sq. ft.	PW	9/17/2016		9/15/2016
16-188	9/12/2016	I	Barrentine	More about City Attorney budget, specifically Depu	FAS	9/17/2016		9/21/2016
16-189	9/12/2016	I	Jefferson	List of sewer rate increases in Englewood over past	Utilities	9/17/2016		9/23/2016
16-190	9/12/2016	I	Barrentine	History of Littleton sewer rates, specifically Roxboro	Utilities	9/17/2016		
16-191	9/12/2016	I	Jefferson	Englewood sewer rates compared to others	Utilities	9/17/2016		9/23/2016
16-192	9/12/2016	I	Olson	Aid from Arapahoe County to Englewood residents	CMO	9/17/2016		
16-193	9/12/2016	I	Jefferson	History and failure of David Taylor Dance Studio an	CMO	9/17/2016		
16-194	9/19/2016	I	Olson	Financial for EURA	CD	9/23/2016		9/22/2016
16-195	9/19/2016	I	Russell	Invite Arapahoe County Assessor to speak re: TIF	CMO	9/23/2016		9/22/2016
16-196	9/19/2016	I	Olson	Total acreage of Englewood Ironworks URA site	CD	9/23/2016		9/22/2016
16-197	9/19/2016	I	Jefferson	Ord language for Historic Preservation Commission	CA	9/27/2016		
16-198	9/19/2016	I	Jefferson	Parking & temporary crossing at 3400 Block Broadw	CD & PW	9/27/2016		9/28/2016
16-199	9/19/2016	I	Martinez	Multi-family development E. Girard and S. Corona	CD	9/22/2016		9/23/2016
16-200	9/20/2016	I	Martinez	Look into 4896 S. Grant St. call for service	PD	9/27/2016		9/26/2016
16-201	10/3/2016	I	Barrentine	Police reports and calls since Jan. 2016 at 4169 S. P	PD	10/6/2016		10/3/2016
16-202	10/3/2016	I	Barrentine	Report on findings from business meeting on 3400	CD	10/6/2016		10/5/2016
16-203	10/3/2016	I	Jefferson	How many people attended the job fair	CD	10/6/2016		10/5/2016
16-204	10/3/2016	I	Jefferson	Email from Cahoots saying they can't fulfill scope	CMO	10/10/2016		10/6/2016
16-205	10/10/2016	I	Barrentine	List of vacant commercial properties/number of bus	CD	10/17/2016		10/12/2016
16-206	10/10/2016	I	Barrentine	Temporary mid-block crossing at 3400 Broadway	PW	10/17/2016		
16-207	10/10/2016	I	Martinez	Current number of apartment units	CD	10/17/2016		10/14/2016
16-208	10/10/2016	I	Barrentine	Addresses of legal, non-conforming ADUs	CD	10/17/2016		10/14/2016
16-209	10/10/2016	I	Jefferson	Requirement of bringing non-conforming ADUs up t	CD	10/17/2016		10/14/2016
16-210	10/10/2016	I	Olson	Martial arts signs at Methodist Church at Dartmout	CD & CA	10/17/2016		
16-211	10/18/2016	I	Olson	Update on development of Englewood Depot	CD	10/24/2016		10/20/2016
16-212	10/18/2016	I	Russell	Average cost of Flood Insurance	PW	10/24/2016		
16-213	10/18/2016	I	Barrentine	What kind of fee increase to accommodate \$10 Mill	FAS	10/24/2016		
16-214	10/18/2016	I	Jefferson	Send a letter to CDM Smith for 2010 Report - He'll si	Utilities	10/24/2016		
16-215	10/18/2016	I	Barrentine	Production of residuals - Where are we at now?	Utilities	10/24/2016		10/21/2016
16-216	10/18/2016	I	Barrentine	Are we in compliance with CDBG regulations?	CD	10/24/2016		
16-217	10/18/2016	I	Russell	Statistics on narcotics arests	PD	10/24/2016		10/19/2016
16-218	10/18/2016	I	Barrentine	Constituent Membership of Arapahoe Co. Narcotics	PD	10/24/2016		10/19/2016

S = Service
I = Information

CA - City Attorney; CMO - City Manager's Office; CD - Community Development; EEF - Englewood Environmental Foundation
FAS - Finance and Administrative Services; PRL - Parks, Recreation Library; MC - Municipal Court; PW - Public Works; PD - Police Department; UT-
Utilities; WW - Wastewater Treatment Plant

Number	Request Date	Request Type	Requested by	Request	Assigned To	Due Date	Follow-up Date	Date Completed
16-219	10/18/2016	I	Barrentine	Commercial Catalyst Grant	CD	10/24/2016		10/20/2016
16-220	10/18/2016	I	Barrentine	Procurement Policy and Process	FAS	10/24/2016		
16-221	10/21/2016	I	Jefferson	Look into dumpster situation at 3555 S. Pennsylvani	PD	10/25/2016		10/25/2016
16-222	10/24/2016	I	Russell	Copy of contract with Transformation Point	CMO	10/27/2016		10/26/2016
16-223	10/24/2016	I	Russell	What % of contract with Cahoots did they complete	CMO	10/27/2016		
16-224	10/24/2016	I	Russell	Send Council a copy of WWTP presentation from 10	WWTP	10/27/2016		10/24/2016

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Utilities; WW - Wastewater Treatment Plant



To: Mayor Jefferson and City Council Members
Through: Eric Keck, City Manager
From: Tom Brennan, Director of Utilities *TJB*
Date: October 21, 2016
Subject: Council Request No. 16-215
Production of Residuals

City Council requested an update the residuals production at the Allen Water Treatment Plant. Presently, plant staff is processing residuals that are housed in the east storage facility to dry. The processing will end for the year sometime in November weather pending. The processing cannot be performed in freezing temperatures and as such stops in the fall and is resumed in the spring. The residuals from 2015 are tarped and stored in the west storage facility. All residuals on-site will be tested in the fourth quarter of 2016 and will be hauled off-site the first quarter of 2017 leaving no residuals on-site until production is resumed in the spring. Moving forward, all residuals produced in a given year will be hauled off-site the first quarter of the following year.



MEMORANDUM

To: Chief of Police John Collins
From: Sergeant Reid McGrath
Date: October 25, 2016
Subject: Council Request 16-221

Council Request 16- 221
Assigned to: Police
Date Assigned: October 21, 2016

Title: Trash at 3555 South Pennsylvania St.

Council request related to trash around a dumpster and on a sidewalk at 3555 South Pennsylvania St. On October 13, 2016, prior to the Council Request, Code Officer Faseruk investigated a complaint regarding trash on the property at 3555 S. Pennsylvania St. Faseruk noted the problem and took the below photograph documenting the problem. Faseruk then worked with the building manager and owner to bring the property into compliance. On October 21, 2016, Faseruk noted the property is in compliance and took the below photograph. Faseruk has done additional investigation related to illegal dumping on this property.

Photos on following page.



10.13.2016 09:15



10.21.2016 16:29

PROFESSIONAL SERVICES AGREEMENT

Contract Number PSA/15-44

Contract Amount Not to Exceed \$95,000

This Professional Services Agreement (the "Agreement") is made as of this 5th day of October, 2015, (the "Effective Date") by and between Transformation Point, Inc. a S corporation ("Consultant"), and The City of Englewood, Colorado, a municipal corporation organized under the laws of the State of Colorado ("City").

City desires that Consultant, from time to time, provide certain consulting services, systems integration services, data conversion services, training services, and/or related services as described herein, and Consultant desires to perform such services on behalf of City on the terms and conditions set forth herein.

In consideration of the foregoing and the terms hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. Definitions. The terms set forth below shall be defined as follows:

(a) "Intellectual Property Rights" shall mean any and all (by whatever name or term known or designated) tangible and intangible and now known or hereafter existing (1) rights associate with works of authorship throughout the universe, including but not limited to copyrights, moral rights, and mask-works, (2) trademark and trade name rights and similar rights, (3) trade secret rights, (4) patents, designs, algorithms and other industrial property rights, (5) all other intellectual and industrial property rights (of every kind and nature throughout the universe and however designated) (including logos, "rental" rights and rights to remuneration), whether arising by operation of law, contract, license, or otherwise, and (6) all registrations, initial applications, renewals, extensions, continuations, divisions or reissues hereof now or hereafter in force (including any rights in any of the foregoing).

(b) "Work Product" shall mean all patents, patent applications, inventions, designs, mask works, processes, methodologies, copyrights and copyrightable works, trade secrets including confidential information, data, designs, manuals, training materials and documentation, formulas, knowledge of manufacturing processes, methods, prices, financial and accounting data, products and product specifications and all other Intellectual Property Rights created, developed or prepared, documented and/or

delivered by Consultant, pursuant to the provision of the Services.

2. Statements of Work. During the term hereof and subject to the terms and conditions contained herein, Consultant agrees to provide, on an as requested basis, the consulting services, systems integration services, data conversion services, training services, and related services (the "Services") as further described in Schedule A (the "Statement of Work") for City, and in such additional Statements of Work as may be executed by each of the parties hereto from time to time pursuant to this Agreement. Each Statement of Work shall specify the scope of work, specifications, basis of compensation and payment schedule, estimated length of time required to complete each Statement of Work, including the estimated start/finish dates, and other relevant information and shall incorporate all terms and conditions contained in this Agreement

3. Performance of Services.

(a) **Performance.** Consultant shall perform the Services necessary to complete all projects outlined in a Statement of Work in a timely and professional manner consistent with the specifications, if any, set forth in the Statement of Work, and in accordance with industry standards. Consultant agrees to exercise the highest degree of professionalism, and to utilize its expertise and creative talents in

completing the projects outlined in a Statement of Work.

(b) Delays. Consultant agrees to notify City promptly of any factor, occurrence, or event coming to its attention that may affect Consultant's ability to meet the requirements of the Agreement, or that is likely to occasion any material delay in completion of the projects contemplated by this Agreement or any Statement of Work. Such notice shall be given in the event of any loss or reassignment of key employees, threat of strike, or major equipment failure. Time is expressly made of the essence with respect to each and every term and provision of this Agreement.

(c) Discrepancies. If anything necessary for the clear understanding of the Services has been omitted from the Agreement specifications or it appears that various instructions are in conflict, Consultant shall secure written instructions from City's project director before proceeding with the performance of the Services affected by such omissions or discrepancies.

4. Invoices and Payment. Unless otherwise provided in a Statement of Work, City shall pay the amounts agreed to in a Statement of Work within thirty (30) days following the acceptance by City of the work called for in a Statement of Work by City. Acceptance procedures shall be outlined in the Statement of Work. If City disputes all or any portion of an invoice for charges, then City shall pay the undisputed portion of the invoice by the due date and shall provide the following notification with respect to the disputed portion of the invoice. City shall notify Consultant as soon as possible of the specific amount disputed and shall provide reasonable detail as to the basis for the dispute. The parties shall then attempt to resolve the disputed portion of such invoice as soon as possible. Upon resolution of the disputed portion, City shall pay to Consultant the resolved amount.

5. Taxes. City is not subject to taxation. No federal or other taxes (excise, luxury, transportation, sales, etc.) shall be included in quoted prices. City shall not be obligated to pay or reimburse Consultant for any

taxes attributable to the sale of any Services which are imposed on or measured by net or gross income, capital, net worth, franchise, privilege, any other taxes, or assessments, nor any of the foregoing imposed on or payable by Consultant. Upon written notification by City and subsequent verification by Consultant, Consultant shall reimburse or credit, as applicable, City in a timely manner, for any and all taxes erroneously paid by City. City shall provide Consultant with, and Consultant shall accept in good faith, resale, direct pay, or other exemption certificates, as applicable.

6. Out of Pocket Expenses. Consultant shall be reimbursed only for expenses which are expressly provided for in a Statement of Work or which have been approved in advance in writing by City, provided Consultant has furnished such documentation for authorized expenses as City may reasonably request.

7. Audits. Consultant shall provide such employees and independent auditors and inspectors as City may designate with reasonable access to all sites from which Services are performed for the purposes of performing audits or inspections of Consultant's operations and compliance with this Agreement. Consultant shall provide such auditors and inspectors any reasonable assistance that they may require. Such audits shall be conducted in such a way so that the Services or services to any other customer of Consultant are not impacted adversely.

8. Term and Termination. The term of this Agreement shall commence on the Effective Date and shall continue unless this Agreement is terminated as provided in this Section 8.

(a) Convenience. City may, without cause and without penalty, terminate the provision of Services under any or all Statements of Work upon thirty (30) days prior written notice. Upon such termination, City shall, upon receipt of an invoice from Consultant, pay Consultant for Services actually rendered prior to the effective date of such termination. Charges will be based on time expended for all incomplete tasks as listed in the applicable Statement of Work, and all completed tasks will

listed in the applicable Statement of Work, and all completed tasks will be charged as indicated in the applicable Statement of Work.

(b) No Outstanding Statements of Work. Either party may terminate this Agreement by providing the other party with at least thirty (30) days prior written notice of termination if there are no outstanding Statements of Work.

(c) Material Breach. If either party materially defaults in the performance of any term of a Statement of Work or this Agreement with respect to a specific Statement of Work (other than by nonpayment) and does not substantially cure such default within thirty (30) days after receiving written notice of such default, then the non-defaulting party may terminate this Agreement or any or all outstanding Statements of Work by providing ten (10) days prior written notice of termination to the defaulting party.

(d) Bankruptcy or Insolvency. Either party may terminate this Agreement effective upon written notice stating its intention to terminate in the event the other party: (1) makes a general assignment of all or substantially all of its assets for the benefit of its creditors; (2) applies for, consents to, or acquiesces in the appointment of a receiver, trustee, custodian, or liquidator for its business or all or substantially all of its assets; (3) files, or consents to or acquiesces in, a petition seeking relief or reorganization under any bankruptcy or insolvency laws; or (4) files a petition seeking relief or reorganization under any bankruptcy or insolvency laws is filed against that other party and is not dismissed within sixty (60) days after it was filed.

(e) TABOR. The parties understand and acknowledge that each party is subject to Article X, § 20 of the Colorado Constitution ("TABOR"). The parties do not intend to violate the terms and requirements of TABOR by the execution of this Agreement. It is understood and agreed that this Agreement does not create a multi-fiscal year direct or indirect debt or obligation within the meaning of TABOR and, notwithstanding anything in this Agreement to the contrary, all payment

obligations of City are expressly dependent and conditioned upon the continuing availability of funds beyond the term of City's current fiscal period ending upon the next succeeding December 31. Financial obligations of City payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of City and applicable law. Upon the failure to appropriate such funds, this Agreement shall be deemed terminated.

(f) Return of Property. Upon termination of this Agreement, both parties agree to return to the other all property (including any Confidential Information, as defined in Section 11) of the other party that it may have in its possession or control.

9. City Obligations. City will provide timely access to City personnel, systems and information required for Consultant to perform its obligations hereunder. City shall provide to Consultant's employees performing its obligations hereunder at City's premises, without charge, a reasonable work environment in compliance with all applicable laws and regulations, including office space, furniture, telephone service, and reproduction, computer, facsimile, secretarial and other necessary equipment, supplies, and services. With respect to all third party hardware or software operated by or on behalf of City, City shall, at no expense to Consultant, obtain all consents, licenses and sublicenses necessary for Consultant to perform under the Statements of Work and shall pay any fees or other costs associated with obtaining such consents, licenses and sublicenses.

10. Staff. Consultant is an independent consultant and neither Consultant nor Consultant's staff is, or shall be deemed to be employed by City. City is hereby contracting with Consultant for the Services described in a Statement of Work and Consultant reserves the right to determine the method, manner and means by which the Services will be performed. The Services shall be performed by Consultant or Consultant's staff, and City shall not be required to hire, supervise or pay any

assistants to help Consultant perform the Services under this Agreement. Except to the extent that Consultant's work must be performed on or with City's computers or City's existing software, all materials used in providing the Services shall be provided by Consultant.

11. Confidential Information.

(a) Obligations. Each party hereto may receive from the other party information which relates to the other party's business, research, development, trade secrets or business affairs ("Confidential Information"). Subject to the provisions and exceptions set forth in the Colorado Open Records Act, CRS Section 24-72-101 et. seq., each party shall protect all Confidential Information of the other party with the same degree of care as it uses to avoid unauthorized use, disclosure, publication or dissemination of its own confidential information of a similar nature, but in no event less than a reasonable degree of care. Without limiting the generality of the foregoing, each party hereto agrees not to disclose or permit any other person or entity access to the other party's Confidential Information except such disclosure or access shall be permitted to an employee, agent, representative or independent consultant of such party requiring access to the same in order to perform his or her employment or services. Each party shall insure that their employees, agents, representatives, and independent consultants are advised of the confidential nature of the Confidential Information and are precluded from taking any action prohibited under this Section 11. Further, each party agrees not to alter or remove any identification, copyright or other proprietary rights notice which indicates the ownership of any part of such Confidential Information by the other party. A party hereto shall undertake to immediately notify the other party in writing of all circumstances surrounding any possession, use or knowledge of Confidential Information at any location or by any person or entity other than those authorized by this Agreement. Notwithstanding the foregoing, nothing in this Agreement shall restrict either party with respect to information or data identical or

similar to that contained in the Confidential Information of the other party but which (1) that party rightfully possessed before it received such information from the other as evidenced by written documentation; (2) subsequently becomes publicly available through no fault of that party; (3) is subsequently furnished rightfully to that party by a third party without restrictions on use or disclosure; or (4) is required to be disclosed by law, provided that the disclosing party will exercise reasonable efforts to notify the other party prior to disclosure.

(b) Know-How. For the avoidance of doubt neither City nor Consultant shall be prevented from making use of know-how and principles learned or experience gained of a non-proprietary and non-confidential nature.

(c) Remedies. Each of the parties hereto agree that if any of them, their officers, employees or anyone obtaining access to the Confidential Information of the other party by, through or under them, breaches any provision of this Section 11, the non-breaching party shall be entitled to an accounting and repayment of all profits, compensation, commissions, remunerations and benefits which the breaching party, its officers or employees directly or indirectly realize or may realize as a result of or growing out of, or in connection with any such breach. In addition to, and not in limitation of the foregoing, in the event of any breach of this Section 11, the parties agree that the non-breaching party will suffer irreparable harm and that the total amount of monetary damages for any such injury to the non-breaching party arising from a violation of this Section 11 would be impossible to calculate and would therefore be an inadequate remedy at law. Accordingly, the parties agree that the non-breaching party shall be entitled to temporary and permanent injunctive relief against the breaching party, its officers or employees and such other rights and remedies to which the non-breaching party may be entitled to at law, in equity or under this Agreement for any violation of this Section 11. The provisions of this Section 11 shall survive the expiration or termination of this Agreement for any reason.

12. Project Managers. Each party shall designate one of its employees to be its Project Manager under each Statement of Work, who shall act for that party on all matters under the Statement of Work. Each party shall notify the other in writing of any replacement of a Project Manager. The Project Managers for each Statement of Work shall meet as often as either one requests to review the status of the Statement of Work.

13. Warranties.

(a) Authority. Consultant represents and warrants that: (1) Consultant has the full corporate right, power and authority to enter into this Agreement and to perform the acts required of it hereunder; (2) the execution of this Agreement by Consultant, and the performance by Consultant of its obligations and duties hereunder, do not and will not violate any agreement to which Consultant is a party or by which it is otherwise bound under any applicable law, rule or regulation; (3) when executed and delivered by Consultant, this Agreement will constitute the legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms; and (4) Consultant acknowledges that City makes no representations, warranties or agreements related to the subject matter hereof that are not expressly provided for in this Agreement

(b) Service Warranty. Consultant warrants that its employees and consultants shall have sufficient skill, knowledge, and training to perform Services and that the Services shall be performed in a professional and workmanlike manner.

(c) Personnel. Unless a specific number of employees is set forth in the Statement of Work, Consultant warrants it will provide sufficient employees to complete the Services ordered within the applicable time frames established pursuant to this Agreement or as set forth in the Statement of Work.. During the course of performance of Services, City may, for any or no reason, request replacement of an employee or a proposed employee. In such event, Consultant shall, within five (5) working days of receipt of such

request from City, provide a substitute employee of sufficient skill, knowledge, and training to perform the applicable Services. Consultant shall require employees providing Services at a City location to comply with applicable City security and safety regulations and policies.

(d) Compensation and Benefits. Consultant shall provide for and pay the compensation of employees and shall pay all taxes, contributions, and benefits (such as, but not limited to, workers' compensation benefits) which an employer is required to pay relating to the employment of employees. City shall not be liable to Consultant or to any employee for Consultant's failure to perform its compensation, benefit, or tax obligations. Consultant shall indemnify, defend and hold City harmless from and against all such taxes, contributions and benefits and will comply with all associated governmental regulations, including the filing of all necessary reports and returns.

14. Indemnification.

(a) Consultant Indemnification. Consultant shall indemnify, defend and hold harmless City, its directors, officers, employees, and agents and the heirs, executors, successors, and permitted assigns of any of the foregoing (the "City Indemnitees") from and against all losses, claims, obligations, demands, assessments, fines and penalties (whether civil or criminal), liabilities, expenses and costs (including reasonable fees and disbursements of legal counsel and accountants), bodily and other personal injuries, damage to tangible property, and other damages, of any kind or nature, suffered or incurred by a City Indemnitee directly or indirectly arising from or related to: (1) any negligent or intentional act or omission by Consultant or its representatives in the performance of Consultant's obligations under this Agreement, or (2) any material breach in a representation, warranty, covenant or obligation of Consultant contained in this Agreement.

(b) Infringement. Consultant will indemnify, defend, and hold City harmless from

all Indemnifiable Losses arising from any third party claims that any Work Product or methodology supplied by Consultant infringes or misappropriates any Intellectual Property rights of any third party; provided, however, that the foregoing indemnification obligation shall not apply to any alleged infringement or misappropriation based on: (1) use of the Work Product in combination with products or services not provided by Consultant to the extent that such infringement or misappropriation would have been avoided if such other products or services had not been used; (2) any modification or enhancement to the Work Product made by City or anyone other than Consultant or its sub-consultants; or (3) use of the Work Product other than as permitted under this Agreement.

(c) Indemnification Procedures.

Notwithstanding anything else contained in this Agreement, no obligation to indemnify which is set forth in this Section 14 shall apply unless the party claiming indemnification notifies the other party as soon as practicable to avoid any prejudice in the claim, suit or proceeding of any matters in respect of which the indemnity may apply and of which the notifying party has knowledge and gives the other party the opportunity to control the response thereto and the defense thereof; provided, however, that the party claiming indemnification shall have the right to participate in any legal proceedings to contest and defend a claim for indemnification involving a third party and to be represented by its own attorneys, all at such party's cost and expense; provided further, however, that no settlement or compromise of an asserted third-party claim other than the payment/money may be made without the prior written consent of the party claiming indemnification.

(d) Immunity. City, its officers, and its employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. 24-10-101 et seq., as from time to time amended, or otherwise available to City, its officers, or its employees.

15. Insurance.

(a) Requirements. Consultant agrees to keep in full force and effect and maintain at its sole cost and expense the following policies of insurance during the term of this Agreement:

(1) The Consultant shall comply with the Workers' Compensation Act of Colorado and shall provide compensation insurance to protect the City from and against any and all Workers' Compensation claims arising from performance of the work under this contract. Workers' Compensation insurance must cover obligations imposed by applicable laws for any employee engaged in the performance of work under this contract, as well as the Employers' Liability within the minimum statutory limits.

(2) Commercial General Liability Insurance and auto liability insurance (including contractual liability insurance) providing coverage for bodily injury and property damage with a combined single limit of not less than three million dollars (\$3,000,000) per occurrence.

(3) Professional Liability/Errors and Omissions Insurance covering acts, errors and omissions arising out of Consultant's operations or Services in an amount not less than one million dollars (\$1,000,000) per occurrence.

(4) Employee Dishonesty and Computer Fraud Insurance covering losses arising out of or in connection with any fraudulent or dishonest acts committed by Consultant personnel, acting alone or with others, in an amount not less than one million dollars (\$1,000,000) per occurrence.

(b) Approved Companies. All such insurance shall be procured with such insurance companies of good standing, permitted to do business in the country, state or territory where the Services are being performed.

(c) Certificates. Consultant shall provide City with certificates of insurance evidencing compliance with this Section 15

(including evidence of renewal of insurance) signed by authorized representatives of the respective carriers for each year that this Agreement is in effect. Certificates of insurance will list the City of Englewood as an additional insured. Each certificate of insurance shall provide that the issuing company shall not cancel, reduce, or otherwise materially change the insurance afforded under the above policies unless thirty (30) days' notice of such cancellation, reduction or material change has been provided to City.

16. Rights in Work Product.

(a) **Generally.** Except as specifically agreed to the contrary in any Statement of Work, all Intellectual Property Rights in and to the Work Product produced or provided by Consultant under any Statement of Work shall remain the property of Consultant. With respect to the Work Product, Consultant unconditionally and irrevocably grants to City during the term of such Intellectual Property Rights, a non-exclusive, irrevocable, perpetual, worldwide, fully paid and royalty-free license, to reproduce, create derivative works of, distribute, publicly perform and publicly display by all means now known or later developed, such Intellectual property Rights.

(b) **Know-How.** Notwithstanding anything to the contrary herein, each party and its respective personnel and consultants shall be free to use and employ its and their general skills, know-how, and expertise, and to use, disclose, and employ any generalized ideas, concepts, know-how, methods, techniques, or skills gained or learned during the course of any assignment, so long as it or they acquire and apply such information without disclosure of any Confidential Information of the other party.

17. Relationship of Parties. Consultant is acting only as an independent consultant and does not undertake, by this Agreement, any Statement of Work or otherwise, to perform any obligation of City, whether regulatory or contractual, or to assume any responsibility for City's business or operations. Neither party shall act or represent itself, directly or by

implication, as an agent of the other, except as expressly authorized in a Statement of Work.

18. Complete Agreement. This Agreement contains the entire agreement between the parties hereto with respect to the matters covered herein.

19. Applicable Law. Consultant shall comply with all applicable laws in performing Services but shall be held harmless for violation of any governmental procurement regulation to which it may be subject but to which reference is not made in the applicable Statement of Work. This Agreement shall be construed in accordance with the laws of the State of Colorado. Any action or proceeding brought to interpret or enforce the provisions of this Agreement shall be brought before the state or federal court situated in Arapahoe County, Colorado and each party hereto consents to jurisdiction and venue before such courts.

20. Scope of Agreement. If the scope of any provisions of this Agreement is too broad in any respect whatsoever to permit enforcement to its fullest extent, then such provision shall be enforced to the maximum extent permitted by law, and the parties hereto consent to and agree that such scope may be judicially modified accordingly and that the whole of such provision of this Agreement shall not thereby fail, but that the scope of such provision shall be curtailed only to the extent necessary to conform to law.

21. Additional Work. After receipt of a Statement of Work, City, with Consultant's consent, may request Consultant to undertake additional work with respect to such Statement of Work. In such event, City and Consultant shall execute an addendum to the Statement of Work specifying such additional work and the compensation to be paid to Consultant for such additional work.

22. Sub-consultants. Consultant may not subcontract any of the Services to be provided hereunder without the prior written consent of City. In the event of any permitted subcontracting, the agreement with such third party shall provide that, with respect to the

subcontracted work, such sub-consultant shall be subject to all of the obligations of Consultant specified in this Agreement.

23. Notices. Any notice provided pursuant to this Agreement shall be in writing to the parties at the addresses set forth below and shall be deemed given (1) if by hand delivery, upon receipt thereof, (2) three (3) days after deposit in the United States mails, postage prepaid, certified mail, return receipt requested or (3) one (1) day after deposit with a nationally-recognized overnight courier, specifying overnight priority delivery. Either party may change its address for purposes of this Agreement at any time by giving written notice of such change to the other party hereto.

24. Assignment. This Agreement may not be assigned by Consultant without the prior written consent of City. Except for the prohibition of an assignment contained in the preceding sentence, this Agreement shall be binding upon and inure to the benefit of the heirs, successors and assigns of the parties hereto.

25. Third Party Beneficiaries. This Agreement is entered into solely for the benefit of the parties hereto and shall not confer any rights upon any person or entity not a party to this Agreement.

26. Headings. The section headings in this Agreement are solely for convenience and shall not be considered in its interpretation. The recitals set forth on the first page of this Agreement are incorporated into the body of this Agreement. The exhibits referred to throughout this Agreement and any Statement of Work prepared in conformance with this Agreement are incorporated into this Agreement.

27. Waiver. The failure of either party at any time to require performance by the other party of any provision of this Agreement shall not effect in any way the full right to require such performance at any subsequent time; nor shall the waiver by either party of a breach of any provision of this Agreement be taken or held to be a waiver of the provision itself.

28. Force Majeure. If performance by Consultant of any service or obligation under this Agreement is prevented, restricted, delayed or interfered with by reason of labor disputes, strikes, acts of God, floods, lightning, severe weather, shortages of materials, rationing, utility or communications failures, earthquakes, war, revolution, civil commotion, acts of public enemies, blockade, embargo or any law, order, proclamation, regulation, ordinance, demand or requirement having legal effect of any governmental or judicial authority or representative of any such government, or any other act whether similar or dissimilar to those referred to in this clause, which are beyond the reasonable control of Consultant, then Consultant shall be excused from such performance to the extent of such prevention, restriction, delay or interference. If the period of such delay exceeds thirty (30) days, City may, without liability, terminate the affected Statement of Work(s) upon written notice to Consultant.

29. Time of Performance. Time is expressly made of the essence with respect to each and every term and provision of this Agreement.

30. Permits. Consultant shall at its own expense secure any and all licenses, permits or certificates that may be required by any federal, state or local statute, ordinance or regulation for the performance of the Services under the Agreement. Consultant shall also comply with the provisions of all Applicable Laws in performing the Services under the Agreement. At its own expense and at no cost to City, Consultant shall make any change, alteration or modification that may be necessary to comply with any Applicable Laws that Consultant failed to comply with at the time of performance of the Services.

31. Media Releases. Except for any announcement intended solely for internal distribution by Consultant or any disclosure required by legal, accounting, or regulatory requirements beyond the reasonable control of Consultant, all media releases, public announcements, or public disclosures (including, but not limited to, promotional or marketing material) by Consultant or its

employees or agents relating to this Agreement or its subject matter, or including the name, trade mark, or symbol of City, shall be coordinated with and approved in writing by City prior to the release thereof. Consultant shall not represent directly or indirectly that any Services provided by Consultant to City has been approved or endorsed by City or include the name, trade mark, or symbol of City on a list of Consultant's customers without City's express written consent.

32. Nonexclusive Market and Purchase Rights. It is expressly understood and agreed that this Agreement does not grant to Consultant an exclusive right to provide to City any or all of the Services and shall not prevent City from acquiring from other suppliers services similar to the Services. Consultant agrees that acquisitions by City pursuant to this Agreement shall neither restrict the right of City to cease acquiring nor require City to continue any level of such acquisitions. Estimates or forecasts furnished by City to Consultant prior to or during the term of this Agreement shall not constitute commitments.

33. Survival. The provisions of Sections 5, 8(g), 10, 11, 13, 14, 16, 17, 19, 23, 25 and 31 shall survive any expiration or termination for any reason of this Agreement.

34. Verification of Compliance with C.R.S. 8-17.5-101 ET.SEQ. Regarding Hiring of Illegal Aliens:

(a) Employees, Consultants and Sub-consultants: Consultant shall not knowingly employ or contract with an illegal alien to perform work under this Contract. Consultant shall not contract with a sub-consultant that fails to certify to the Consultant that the sub-consultant will not knowingly employ or contract with an illegal alien to perform work under this Contract. [CRS 8-17.5-102(2)(a)(I) & (II).]

(b) Verification: Consultant will participate in either the E-Verify program or the Department program, as defined in C.R.S. 8-17.5-101 (3.3) and 8-17.5-101 (3.7), respectively, in order to confirm the employment eligibility of all employees who are

newly hired for employment to perform work under this public contract for services. Consultant is prohibited from using the E-Verify program or the Department program procedures to undertake pre-employment screening of job applicants while this contract is being performed.

(c) Duty to Terminate a Subcontract: If Consultant obtains actual knowledge that a sub-consultant performing work under this Contract knowingly employs or contracts with an illegal alien, the Consultant shall;

(1) notify the sub-consultant and the City within three days that the Consultant has actual knowledge that the sub-consultant is employing or contracting with an illegal alien; and

(2) terminate the subcontract with the sub-consultant if, within three days of receiving notice required pursuant to this paragraph the sub-consultant does not stop employing or contracting with the illegal alien; except that the Consultant shall not terminate the contract with the sub-consultant if during such three days the sub-consultant provides information to establish that the sub-consultant has not knowingly employed or contracted with an illegal alien.

(d) Duty to Comply with State Investigation: Consultant shall comply with any reasonable request of the Colorado Department of Labor and Employment made in the course of an investigation by that the Department is undertaking pursuant to C.R.S. 8-17.5-102 (5)

(e) Damages for Breach of Contract: The City may terminate this contract for a breach of contract, in whole or in part, due to Consultant's breach of any section of this paragraph or provisions required pursuant to CRS 8-17.5-102. Consultant shall be liable for actual and consequential damages to the City in addition to any other legal or equitable remedy the City may be entitled to for a breach of this Contract under this Paragraph 34.

IN WITNESS WHEREOF, the parties to this Agreement have caused it to be executed by their authorized officers as of the day and year first above written. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

CITY OF ENGLEWOOD, COLORADO

By: _____ Date: 16 Sept. 15
(City manager)

SCHEDULE A

OUTLINE OF STATEMENT OF WORK (Provide the requested below information)

1. GENERAL

STATEMENT OF WORK FOR PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF ENGLEWOOD AND TRANSFORMATION POINT DATED OCTOBER 5, 2015

Transformation Point will work in partnership with the City and Senior Management to conduct their Achieving & Sustaining Organizational Alignment program. Transformation Point will administer the Birkman Assessment to Senior Management and conduct individual interviews and debriefs. Transformation Point will conduct three facilitated days with the executive team, the direct report session development, and facilitated sessions between the executive team and their direct reports. In total the process will take 7 to 8 days spread over six to eight weeks.

Transformation Point will also provide the following services to the City of Englewood, as assigned by Human Resources, not to exceed \$95,000.00; Teamwork Sessions, Facilitate Workshops, and learning and Development Courses, Coaching and Advisory Services, Consultation of development and implementation of leadership development and learning solutions, Organizational Development and performance Management consulting services, Development or redesign City of Englewood Learning and Development curriculum.

2. NAMES OF PROJECT COORDINATORS

City of Englewood: Vincent Vega – Human Resources Manager
Transformation Point: Kevin King, MBA, Ph.D.

3. SUMMARY OF PURPOSE FOR STATEMENT OF WORK

The City of Englewood is reevaluating their training and development, leadership development, and performance management programs for 2016. In order to align these programs with the City's Mission, Vision, and Values our Senior Staff needs to engage in discussion to establish an operating guide and organizational goals that can be clearly communicated down the organization to line staff. Transformation Point's Achieving & Sustaining Organizational Alignment program will not only provide the City with an operational guide and goals, but tools and coaching to communicate this plan down the organization to ensure consistency in our messaging. Once the operational guide and goals are implemented Human Resources can begin to better develop training and development, leadership development, and performance management programs to be implemented in 2016.

4. EQUIPMENT AND PROGRAMMING TO BE PROVIDED BY CITY (IF ANY)

None

5. OTHER CONSULTANT RESOURCES

None

6. DESCRIPTION OF WORK PRODUCT AND DELIVERABLES

Transformation Point shall provide the following; management consulting, training, coaching, facilitation, and assessment services to Human Resources upon request and final approval by Vincent Vega, Human Resources Manager, Human Resources.

Transformation Point will conduct Birkman Method Assessment and individual debrief with Senior Management and facilitate the Achieving & Sustaining Organizational Alignment program to Senior Management to develop an operating guide and organizational goals.

7. SPECIAL TERMS, IF ANY

Total fees will not exceed \$95,000.00

8. MODE OF PAYMENT

The City will make payment to Transformation Point within 30 days of invoice via physical check sent through United States Postal Service.

9. PAYMENT SCHEDULE

All services performed under this agreement will be detailed and priced in separate individual Statements of Work. All payments to Consultant are contingent on Consultant's satisfying the Deliverables/Milestones set forth in the Payment Schedule. Payments shall be made upon City's written confirmation to Consultant that the Deliverables/Milestones have been satisfied.

Transformation Point will issue a bill monthly for services performed in the previous month. Invoices are due within 30 days of receipt.

10. SCHEDULE AND PERFORMANCE MILESTONES

This schedule sets for the target dates and performance milestones for the preparation and delivery of the Deliverables by Consultant.

Performance Milestone	Responsible Party	Target Date
Completion of Birkman Assessment	Transformation Point and City	October 2015
Individual debrief and interviews	Transformation Point and City	October 2015
Facilitation of Achieving & Sustaining Organizational Alignment	Transformation Point and City	3 facilitated days October - November 2015

11. ACCEPTANCE AND TESTING PROCEDURES

12. LOCATION OF WORK FACILITIES

Consultant will utilize meeting rooms at the Englewood Civic Center or off site locations designated by Human Resources.

Substantially all of the work will be conducted by Consultant at its regular office located in Denver, Colorado.

City will provide the City office space and support as it agrees may be appropriate, at its Civic Center facility.

IN WITNESS WHEREOF, pursuant and in accordance with the Professional Services Agreement between the parties hereto dated October 5, 2015, the parties have executed this Statement of Work as of this 5th day of October, 2015.

CITY OF ENGLEWOOD, COLORADO

By: _____
(Signature)
Eric A. Keck
(Print Name)

Title: City Manager

Date: 16 Oct. 15

Transformation Point
Consultant Name

By: _____
(Signature)
Robert L. King
(Print Name)

Title: Founder + CEO

Date: 9/11/15

SCHEDULE A

SECOND OUTLINE OF STATEMENT OF WORK Under PSA/15-44 L/E WWTP – Transformation Point

1. GENERAL

Transformation Point will work in partnership with the City and Littleton/Englewood Waste Water Treatment Plant Management to administer the Birkman Assessment to Littleton/Englewood Waste Water Treatment Plant Management and conduct individual interviews and debriefs. Transformation Point will conduct one facilitated day with the Plant Management team to train them in THINK! Maximizing Personal Effectiveness. In total the process will take 3 to 5 days spread over three weeks.

2. NAMES OF PROJECT COORDINATORS

Littleton/Englewood Waste Water Treatment Plant: Dennis Stowe – Plant Manager
Transformation Point: Kevin King, MBA, Ph.D.

3. SUMMARY OF PURPOSE FOR STATEMENT OF WORK

The Littleton/Englewood Waste Water Treatment Plant is focused on increasing leadership effectiveness across the plant leadership team.

4. EQUIPMENT AND PROGRAMMING TO BE PROVIDED BY CITY (IF ANY)

N/A

5. OTHER CONSULTANT RESOURCES

N/A

6. DESCRIPTION OF WORK PRODUCT AND DELIVERABLES

Transformation Point shall provide the following; management consulting, training, and assessment services to Littleton/Englewood Waste Water Treatment Plant Management upon request and final approval by Dennis Stowe, Plant Manager.

Transformation Point will conduct Birkman Method Assessment and individual debrief with Littleton/Englewood Waste Water Treatment Plant Management. Transformation Point will also train Plant Management in THINK! Maximizing Personal Effectiveness to build the skills necessary to drive initiatives forward and to enhance the level of team interaction.

7. SPECIAL TERMS, IF ANY

Total fees will not exceed \$10,000.00

8. MODE OF PAYMENT

The Littleton/Englewood Waste Water Treatment Plant will make payment to Transformation Point within 30 days of invoice via physical check sent through United States Postal Service.

9. PAYMENT SCHEDULE

City will pay Consultant for the work in accordance with the following payment schedule. All payments to Consultant are contingent on Consultant's satisfying the Deliverables/Milestones set forth in the Payment Schedule. Payments shall be made upon City's written confirmation to Consultant that the Deliverables-Milestones have been satisfied.

All services performed under this agreement will be detailed and priced in separate individual Statements of Work. All payments to Consultant are contingent on Consultant's satisfying the Deliverables/Milestones set forth in the Payment Schedule. Payments shall be made upon Littleton/Englewood Waste Water Treatment Plant Manager written confirmation to Consultant that the Deliverables/Milestones have been satisfied.

Transformation Point will issue a bill monthly for services performed in the previous month. Invoices are due within 30 days of receipt.

10. SCHEDULE AND PERFORMANCE MILESTONES

This schedule sets for the target dates and performance milestones for the preparation and delivery of the Deliverables by Consultant.

Performance Milestone	Responsible Party	Target Date
Completion of Birkman Assessment	Transformation Point and City	February 2016
Individual debrief and interviews	Transformation Point and City	February 2016
Deliver THINK! Maximizing Personal Effectiveness	Transformation Point and City (1 day)	February – March 2016

11. ACCEPTANCE AND TESTING PROCEDURES

N/A

12. LOCATION OF WORK FACILITIES

Substantially all of the work will be conducted by Consultant at its regular office located in Denver, Colorado.

City will provide the City office space and support as it agrees may be appropriate, at its Wastewater Treatment facility.

IN WITNESS WHEREOF, pursuant and in accordance with the Professional Services Agreement between the parties hereto dated October 5, 2015, the parties have executed this Statement of Work as of this _____ day of _____, 20__.

CITY OF ENGLEWOOD, COLORADO

By: _____
(Signature)

(Print Name)

Title: _____

Date: _____

Transformation Point, Inc. _____
Consultant Name

By: __ _____

Kevin L. King
(Print Name)

Title: Founder & CEO

Date: 1/23/16

PROFESSIONAL SERVICES AGREEMENT
Contract Number PSA/TBD

This Professional Services Agreement (the "Agreement") is made as of this ____ day of _____, 20__, (the "Effective Date") by and between Transformation Point, Inc. a _____ corporation ("Consultant"), and The City of Englewood, Englewood, Colorado, a municipal entity organized under the laws of the State of Colorado ("City of Englewood").

City desires that Consultant, from time to time, provide certain consulting services, systems integration services, data conversion services, training services, and/or related services as described herein, and Consultant desires to perform such services on behalf of City on the terms and conditions set forth herein.

In consideration of the foregoing and the terms hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. Definitions. The terms set forth below shall be defined as follows:

(a) "Intellectual Property Rights" shall mean any and all (by whatever name or term known or designated) tangible and intangible and now known or hereafter existing (1) rights associate with works of authorship throughout the universe, including but not limited to copyrights, moral rights, and mask-works, (2) trademark and trade name rights and similar rights, (3) trade secret rights, (4) patents, designs, algorithms and other industrial property rights, (5) all other intellectual and industrial property rights (of every kind and nature throughout the universe and however designated) (including logos, "rental" rights and rights to remuneration), whether arising by operation of law, contract, license, or otherwise, and (6) all registrations, initial applications, renewals, extensions, continuations, divisions or reissues hereof now or hereafter in force (including any rights in any of the foregoing).

(b) "Work Product" shall mean all patents, patent applications, inventions, designs, mask works, processes, methodologies, copyrights and copyrightable works, trade secrets including confidential information, data, designs, manuals, training materials and documentation, formulas, knowledge of manufacturing processes, methods, prices, financial and accounting data, products and product specifications and all other Intellectual Property Rights created,

developed or prepared, documented and/or delivered by Consultant, pursuant to the provision of the Services.

2. Statements of Work. During the term hereof and subject to the terms and conditions contained herein, Consultant agrees to provide, on an as requested basis, the consulting services, systems integration services, data conversion services, training services, and related services (the "Services") as further described in Schedule A (the "Statement of Work") for City, and in such additional Statements of Work as may be executed by each of the parties hereto from time to time pursuant to this Agreement. Each Statement of Work shall specify the scope of work, specifications, basis of compensation and payment schedule, estimated length of time required to complete each Statement of Work, including the estimated start/finish dates, and other relevant information and shall incorporate all terms and conditions contained in this Agreement

3. Performance of Services.

(a) **Performance.** Consultant shall perform the Services necessary to complete all projects outlined in a Statement of Work in a timely and professional manner consistent with the specifications, if any, set forth in the Statement of Work, and in accordance with industry standards. Consultant agrees to exercise the highest degree of professionalism, and to utilize its expertise and creative talents

in completing the projects outlined in a Statement of Work.

(b) Delays. Consultant agrees to notify City promptly of any factor, occurrence, or event coming to its attention that may affect Consultant's ability to meet the requirements of the Agreement, or that is likely to occasion any material delay in completion of the projects contemplated by this Agreement or any Statement of Work. Such notice shall be given in the event of any loss or reassignment of key employees, threat of strike, or major equipment failure. Time is expressly made of the essence with respect to each and every term and provision of this Agreement.

(c) Discrepancies. If anything necessary for the clear understanding of the Services has been omitted from the Agreement specifications or it appears that various instructions are in conflict, Consultant shall secure written instructions from City's project director before proceeding with the performance of the Services affected by such omissions or discrepancies.

4. Invoices and Payment. Unless otherwise provided in a Statement of Work, City shall pay the amounts agreed to in a Statement of Work within thirty (30) days following the acceptance by City of the work called for in a Statement of Work by City. Acceptance procedures shall be outlined in the Statement of Work. If City disputes all or any portion of an invoice for charges, then City shall pay the undisputed portion of the invoice by the due date and shall provide the following notification with respect to the disputed portion of the invoice. City shall notify Consultant as soon as possible of the specific amount disputed and shall provide reasonable detail as to the basis for the dispute. The parties shall then attempt to resolve the disputed portion of such invoice as soon as possible. Upon resolution of the disputed portion, City shall pay to Consultant the resolved amount.

5. Taxes. City is not subject to taxation. No federal or other taxes (excise, luxury, transportation, sales, etc.) shall be included in quoted prices. City shall not be obligated to pay or reimburse Consultant for

any taxes attributable to the sale of any Services which are imposed on or measured by net or gross income, capital, net worth, franchise, privilege, any other taxes, or assessments, nor any of the foregoing imposed on or payable by Consultant. Upon written notification by City and subsequent verification by Consultant, Consultant shall reimburse or credit, as applicable, City in a timely manner, for any and all taxes erroneously paid by City. City shall provide Consultant with, and Consultant shall accept in good faith, resale, direct pay, or other exemption certificates, as applicable.

6. Out of Pocket Expenses. Consultant shall be reimbursed only for expenses which are expressly provided for in a Statement of Work or which have been approved in advance in writing by City, provided Consultant has furnished such documentation for authorized expenses as City may reasonably request.

7. Audits. Consultant shall provide such employees and independent auditors and inspectors as City may designate with reasonable access to all sites from which Services are performed for the purposes of performing audits or inspections of Consultant's operations and compliance with this Agreement. Consultant shall provide such auditors and inspectors any reasonable assistance that they may require. Such audits shall be conducted in such a way so that the Services or services to any other customer of Consultant are not impacted adversely.

8. Term and Termination. The term of this Agreement shall commence on the Effective Date and shall continue unless this Agreement is terminated as provided in this Section 8.

(a) Convenience. City may, without cause and without penalty, terminate the provision of Services under any or all Statements of Work upon thirty (30) days prior written notice. Upon such termination, City shall, upon receipt of an invoice from Consultant, pay Consultant for Services actually rendered prior to the effective date of such termination. Charges will be based on time expended for all incomplete tasks as

listed in the applicable Statement of Work, and all completed tasks will be charged as indicated in the applicable Statement of Work.

(b) No Outstanding Statements of Work. Either party may terminate this Agreement by providing the other party with at least thirty (30) days prior written notice of termination if there are no outstanding Statements of Work.

(c) Material Breach. If either party materially defaults in the performance of any term of a Statement of Work or this Agreement with respect to a specific Statement of Work (other than by nonpayment) and does not substantially cure such default within thirty (30) days after receiving written notice of such default, then the non-defaulting party may terminate this Agreement or any or all outstanding Statements of Work by providing ten (10) days prior written notice of termination to the defaulting party.

(d) Bankruptcy or Insolvency. Either party may terminate this Agreement effective upon written notice stating its intention to terminate in the event the other party: (1) makes a general assignment of all or substantially all of its assets for the benefit of its creditors; (2) applies for, consents to, or acquiesces in the appointment of a receiver, trustee, custodian, or liquidator for its business or all or substantially all of its assets; (3) files, or consents to or acquiesces in, a petition seeking relief or reorganization under any bankruptcy or insolvency laws; or (4) files a petition seeking relief or reorganization under any bankruptcy or insolvency laws is filed against that other party and is not dismissed within sixty (60) days after it was filed.

(e) TABOR. The parties understand and acknowledge that each party is subject to Article X, § 20 of the Colorado Constitution ("TABOR"). The parties do not intend to violate the terms and requirements of TABOR by the execution of this Agreement. It is understood and agreed that this Agreement does not create a multi-fiscal year direct or indirect debt or obligation within the meaning of TABOR and, notwithstanding anything in this Agreement to the contrary, all payment

obligations of City are expressly dependent and conditioned upon the continuing availability of funds beyond the term of City's current fiscal period ending upon the next succeeding December 31. Financial obligations of City payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of City and applicable law. Upon the failure to appropriate such funds, this Agreement shall be deemed terminated.

(f) Return of Property. Upon termination of this Agreement, both parties agree to return to the other all property (including any Confidential Information, as defined in Section 11) of the other party that it may have in its possession or control.

9. City Obligations. City will provide timely access to City personnel, systems and information required for Consultant to perform its obligations hereunder. City shall provide to Consultant's employees performing its obligations hereunder at City's premises, without charge, a reasonable work environment in compliance with all applicable laws and regulations, including office space, furniture, telephone service, and reproduction, computer, facsimile, secretarial and other necessary equipment, supplies, and services. With respect to all third party hardware or software operated by or on behalf of City, City shall, at no expense to Consultant, obtain all consents, licenses and sublicenses necessary for Consultant to perform under the Statements of Work and shall pay any fees or other costs associated with obtaining such consents, licenses and sublicenses.

10. Staff. Consultant is an independent consultant and neither Consultant nor Consultant's staff is, or shall be deemed to be employed by City. City is hereby contracting with Consultant for the Services described in a Statement of Work and Consultant reserves the right to determine the method, manner and means by which the Services will be performed. The Services shall be performed by Consultant or Consultant's staff, and City shall not be required to hire, supervise or pay any

assistants to help Consultant perform the Services under this Agreement. Except to the extent that Consultant's work must be performed on or with City's computers or City's existing software, all materials used in providing the Services shall be provided by Consultant.

11. Confidential Information.

(a) Obligations. Each party hereto may receive from the other party information which relates to the other party's business, research, development, trade secrets or business affairs ("Confidential Information"). Subject to the provisions and exceptions set forth in the Colorado Open Records Act, CRS Section 24-72-101 et. seq., each party shall protect all Confidential Information of the other party with the same degree of care as it uses to avoid unauthorized use, disclosure, publication or dissemination of its own confidential information of a similar nature, but in no event less than a reasonable degree of care. Without limiting the generality of the foregoing, each party hereto agrees not to disclose or permit any other person or entity access to the other party's Confidential Information except such disclosure or access shall be permitted to an employee, agent, representative or independent consultant of such party requiring access to the same in order to perform his or her employment or services. Each party shall insure that their employees, agents, representatives, and independent consultants are advised of the confidential nature of the Confidential Information and are precluded from taking any action prohibited under this Section 11. Further, each party agrees not to alter or remove any identification, copyright or other proprietary rights notice which indicates the ownership of any part of such Confidential Information by the other party. A party hereto shall undertake to immediately notify the other party in writing of all circumstances surrounding any possession, use or knowledge of Confidential Information at any location or by any person or entity other than those authorized by this Agreement. Notwithstanding the foregoing, nothing in this Agreement shall restrict either party with respect to information or data identical or

similar to that contained in the Confidential Information of the other party but which (1) that party rightfully possessed before it received such information from the other as evidenced by written documentation; (2) subsequently becomes publicly available through no fault of that party; (3) is subsequently furnished rightfully to that party by a third party without restrictions on use or disclosure; or (4) is required to be disclosed by law, provided that the disclosing party will exercise reasonable efforts to notify the other party prior to disclosure.

(b) Know-How. For the avoidance of doubt neither City nor Consultant shall be prevented from making use of know-how and principles learned or experience gained of a non-proprietary and non-confidential nature.

(c) Remedies. Each of the parties hereto agree that if any of them, their officers, employees or anyone obtaining access to the Confidential Information of the other party by, through or under them, breaches any provision of this Section 11, the non-breaching party shall be entitled to an accounting and repayment of all profits, compensation, commissions, remunerations and benefits which the breaching party, its officers or employees directly or indirectly realize or may realize as a result of or growing out of, or in connection with any such breach. In addition to, and not in limitation of the foregoing, in the event of any breach of this Section 11, the parties agree that the non-breaching party will suffer irreparable harm and that the total amount of monetary damages for any such injury to the non-breaching party arising from a violation of this Section 11 would be impossible to calculate and would therefore be an inadequate remedy at law. Accordingly, the parties agree that the non-breaching party shall be entitled to temporary and permanent injunctive relief against the breaching party, its officers or employees and such other rights and remedies to which the non-breaching party may be entitled to at law, in equity or under this Agreement for any violation of this Section 11. The provisions of this Section 11 shall survive the expiration or termination of this Agreement for any reason.

12. Project Managers. Each party shall designate one of its employees to be its Project Manager under each Statement of Work, who shall act for that party on all matters under the Statement of Work. Each party shall notify the other in writing of any replacement of a Project Manager. The Project Managers for each Statement of Work shall meet as often as either one requests to review the status of the Statement of Work.

13. Warranties.

(a) Authority. Consultant represents and warrants that: (1) Consultant has the full corporate right, power and authority to enter into this Agreement and to perform the acts required of it hereunder; (2) the execution of this Agreement by Consultant, and the performance by Consultant of its obligations and duties hereunder, do not and will not violate any agreement to which Consultant is a party or by which it is otherwise bound under any applicable law, rule or regulation; (3) when executed and delivered by Consultant, this Agreement will constitute the legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms; and (4) Consultant acknowledges that City makes no representations, warranties or agreements related to the subject matter hereof that are not expressly provided for in this Agreement

(b) Service Warranty. Consultant warrants that its employees and consultants shall have sufficient skill, knowledge, and training to perform Services and that the Services shall be performed in a professional and workmanlike manner.

(c) Personnel. Unless a specific number of employees is set forth in the Statement of Work, Consultant warrants it will provide sufficient employees to complete the Services ordered within the applicable time frames established pursuant to this Agreement or as set forth in the Statement of Work.. During the course of performance of Services, City may, for any or no reason, request replacement of an employee or a proposed employee. In such event, Consultant shall, within five (5) working days of receipt of such

request from City, provide a substitute employee of sufficient skill, knowledge, and training to perform the applicable Services. Consultant shall require employees providing Services at a City location to comply with applicable City security and safety regulations and policies.

(d) Compensation and Benefits. Consultant shall provide for and pay the compensation of employees and shall pay all taxes, contributions, and benefits (such as, but not limited to, workers' compensation benefits) which an employer is required to pay relating to the employment of employees. City shall not be liable to Consultant or to any employee for Consultant's failure to perform its compensation, benefit, or tax obligations. Consultant shall indemnify, defend and hold City harmless from and against all such taxes, contributions and benefits and will comply with all associated governmental regulations, including the filing of all necessary reports and returns.

14. Indemnification.

(a) Consultant Indemnification. Consultant shall indemnify, defend and hold harmless City, its directors, officers, employees, and agents and the heirs, executors, successors, and permitted assigns of any of the foregoing (the "City Indemnitees") from and against all losses, claims, obligations, demands, assessments, fines and penalties (whether civil or criminal), liabilities, expenses and costs (including reasonable fees and disbursements of legal counsel and accountants), bodily and other personal injuries, damage to tangible property, and other damages, of any kind or nature, suffered or incurred by a City Indemnitee directly or indirectly arising from or related to: (1) any negligent or intentional act or omission by Consultant or its representatives in the performance of Consultant's obligations under this Agreement, or (2) any material breach in a representation, warranty, covenant or obligation of Consultant contained in this Agreement.

(b) Infringement. Consultant will indemnify, defend, and hold City harmless from

all Indemnifiable Losses arising from any third party claims that any Work Product or methodology supplied by Consultant infringes or misappropriates any Intellectual Property rights of any third party; provided, however, that the foregoing indemnification obligation shall not apply to any alleged infringement or misappropriation based on: (1) use of the Work Product in combination with products or services not provided by Consultant to the extent that such infringement or misappropriation would have been avoided if such other products or services had not been used; (2) any modification or enhancement to the Work Product made by City or anyone other than Consultant or its sub-consultants; or (3) use of the Work Product other than as permitted under this Agreement.

(c) Indemnification Procedures.

Notwithstanding anything else contained in this Agreement, no obligation to indemnify which is set forth in this Section 14 shall apply unless the party claiming indemnification notifies the other party as soon as practicable to avoid any prejudice in the claim, suit or proceeding of any matters in respect of which the indemnity may apply and of which the notifying party has knowledge and gives the other party the opportunity to control the response thereto and the defense thereof; provided, however, that the party claiming indemnification shall have the right to participate in any legal proceedings to contest and defend a claim for indemnification involving a third party and to be represented by its own attorneys, all at such party's cost and expense; provided further, however, that no settlement or compromise of an asserted third-party claim other than the payment/money may be made without the prior written consent of the party claiming indemnification.

(d) Immunity. City, its officers, and its employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. 24-10-101 et seq., as from time to time amended, or otherwise available to City, its officers, or its employees.

15. Insurance.

(a) Requirements. Consultant agrees to keep in full force and effect and maintain at its sole cost and expense the following policies of insurance during the term of this Agreement:

(1) The Consultant shall comply with the Workers' Compensation Act of Colorado and shall provide compensation insurance to protect the City from and against any and all Workers' Compensation claims arising from performance of the work under this contract. Workers' Compensation insurance must cover obligations imposed by applicable laws for any employee engaged in the performance of work under this contract, as well as the Employers' Liability within the minimum statutory limits.

(2) Commercial General Liability Insurance and auto liability insurance (including contractual liability insurance) providing coverage for bodily injury and property damage with a combined single limit of not less than three million dollars (\$3,000,000) per occurrence.

(3) Professional Liability/Errors and Omissions Insurance covering acts, errors and omissions arising out of Consultant's operations or Services in an amount not less than one million dollars (\$1,000,000) per occurrence.

(4) Employee Dishonesty and Computer Fraud Insurance covering losses arising out of or in connection with any fraudulent or dishonest acts committed by Consultant personnel, acting alone or with others, in an amount not less than one million dollars (\$1,000,000) per occurrence.

(b) Approved Companies. All such insurance shall be procured with such insurance companies of good standing, permitted to do business in the country, state or territory where the Services are being performed.

(c) Certificates. Consultant shall provide City with certificates of insurance evidencing compliance with this Section 15

(including evidence of renewal of insurance) signed by authorized representatives of the respective carriers for each year that this Agreement is in effect. Certificates of insurance will list the City of Englewood as an additional insured. Each certificate of insurance shall provide that the issuing company shall not cancel, reduce, or otherwise materially change the insurance afforded under the above policies unless thirty (30) days' notice of such cancellation, reduction or material change has been provided to City.

16. Rights in Work Product.

(a) Generally. Except as specifically agreed to the contrary in any Statement of Work, all Intellectual Property Rights in and to the Work Product produced or provided by Consultant under any Statement of Work shall remain the property of Consultant. With respect to the Work Product, Consultant unconditionally and irrevocably grants to City during the term of such Intellectual Property Rights, a non-exclusive, irrevocable, perpetual, worldwide, fully paid and royalty-free license, to reproduce, create derivative works of, distribute, publicly perform and publicly display by all means now known or later developed, such Intellectual property Rights.

(b) Know-How. Notwithstanding anything to the contrary herein, each party and its respective personnel and consultants shall be free to use and employ its and their general skills, know-how, and expertise, and to use, disclose, and employ any generalized ideas, concepts, know-how, methods, techniques, or skills gained or learned during the course of any assignment, so long as it or they acquire and apply such information without disclosure of any Confidential Information of the other party.

17. Relationship of Parties. Consultant is acting only as an independent consultant and does not undertake, by this Agreement, any Statement of Work or otherwise, to perform any obligation of City, whether regulatory or contractual, or to assume any responsibility for City's business or operations. Neither party shall act or represent itself, directly or by

implication, as an agent of the other, except as expressly authorized in a Statement of Work.

18. Complete Agreement. This Agreement contains the entire agreement between the parties hereto with respect to the matters covered herein.

19. Applicable Law. Consultant shall comply with all applicable laws in performing Services but shall be held harmless for violation of any governmental procurement regulation to which it may be subject but to which reference is not made in the applicable Statement of Work. This Agreement shall be construed in accordance with the laws of the State of Colorado. Any action or proceeding brought to interpret or enforce the provisions of this Agreement shall be brought before the state or federal court situated in Arapahoe County, Colorado and each party hereto consents to jurisdiction and venue before such courts.

20. Scope of Agreement. If the scope of any provisions of this Agreement is too broad in any respect whatsoever to permit enforcement to its fullest extent, then such provision shall be enforced to the maximum extent permitted by law, and the parties hereto consent to and agree that such scope may be judicially modified accordingly and that the whole of such provision of this Agreement shall not thereby fail, but that the scope of such provision shall be curtailed only to the extent necessary to conform to law.

21. Additional Work. After receipt of a Statement of Work, City, with Consultant's consent, may request Consultant to undertake additional work with respect to such Statement of Work. In such event, City and Consultant shall execute an addendum to the Statement of Work specifying such additional work and the compensation to be paid to Consultant for such additional work.

22. Sub-consultants. Consultant may not subcontract any of the Services to be provided hereunder without the prior written consent of City. In the event of any permitted subcontracting, the agreement with such third party shall provide that, with respect to the

subcontracted work, such sub-consultant shall be subject to all of the obligations of Consultant specified in this Agreement.

23. Notices. Any notice provided pursuant to this Agreement shall be in writing to the parties at the addresses set forth below and shall be deemed given (1) if by hand delivery, upon receipt thereof, (2) three (3) days after deposit in the United States mails, postage prepaid, certified mail, return receipt requested or (3) one (1) day after deposit with a nationally-recognized overnight courier, specifying overnight priority delivery. Either party may change its address for purposes of this Agreement at any time by giving written notice of such change to the other party hereto.

24. Assignment. This Agreement may not be assigned by Consultant without the prior written consent of City. Except for the prohibition of an assignment contained in the preceding sentence, this Agreement shall be binding upon and inure to the benefit of the heirs, successors and assigns of the parties hereto.

25. Third Party Beneficiaries. This Agreement is entered into solely for the benefit of the parties hereto and shall not confer any rights upon any person or entity not a party to this Agreement.

26. Headings. The section headings in this Agreement are solely for convenience and shall not be considered in its interpretation. The recitals set forth on the first page of this Agreement are incorporated into the body of this Agreement. The exhibits referred to throughout this Agreement and any Statement of Work prepared in conformance with this Agreement are incorporated into this Agreement.

27. Waiver. The failure of either party at any time to require performance by the other party of any provision of this Agreement shall not effect in any way the full right to require such performance at any subsequent time; nor shall the waiver by either party of a breach of any provision of this Agreement be taken or held to be a waiver of the provision itself.

28. Force Majeure. If performance by Consultant of any service or obligation under this Agreement is prevented, restricted, delayed or interfered with by reason of labor disputes, strikes, acts of God, floods, lightning, severe weather, shortages of materials, rationing, utility or communications failures, earthquakes, war, revolution, civil commotion, acts of public enemies, blockade, embargo or any law, order, proclamation, regulation, ordinance, demand or requirement having legal effect of any governmental or judicial authority or representative of any such government, or any other act whether similar or dissimilar to those referred to in this clause, which are beyond the reasonable control of Consultant, then Consultant shall be excused from such performance to the extent of such prevention, restriction, delay or interference. If the period of such delay exceeds thirty (30) days, City may, without liability, terminate the affected Statement of Work(s) upon written notice to Consultant.

29. Time of Performance. Time is expressly made of the essence with respect to each and every term and provision of this Agreement.

30. Permits. Consultant shall at its own expense secure any and all licenses, permits or certificates that may be required by any federal, state or local statute, ordinance or regulation for the performance of the Services under the Agreement. Consultant shall also comply with the provisions of all Applicable Laws in performing the Services under the Agreement. At its own expense and at no cost to City, Consultant shall make any change, alteration or modification that may be necessary to comply with any Applicable Laws that Consultant failed to comply with at the time of performance of the Services.

31. Media Releases. Except for any announcement intended solely for internal distribution by Consultant or any disclosure required by legal, accounting, or regulatory requirements beyond the reasonable control of Consultant, all media releases, public announcements, or public disclosures (including, but not limited to, promotional or marketing material) by Consultant or its

employees or agents relating to this Agreement or its subject matter, or including the name, trade mark, or symbol of City, shall be coordinated with and approved in writing by City prior to the release thereof. Consultant shall not represent directly or indirectly that any Services provided by Consultant to City has been approved or endorsed by City or include the name, trade mark, or symbol of City on a list of Consultant's customers without City's express written consent.

32. Nonexclusive Market and Purchase Rights. It is expressly understood and agreed that this Agreement does not grant to Consultant an exclusive right to provide to City any or all of the Services and shall not prevent City from acquiring from other suppliers services similar to the Services. Consultant agrees that acquisitions by City pursuant to this Agreement shall neither restrict the right of City to cease acquiring nor require City to continue any level of such acquisitions. Estimates or forecasts furnished by City to Consultant prior to or during the term of this Agreement shall not constitute commitments.

33. Survival. The provisions of Sections 5, 8(g), 10, 11, 13, 14, 16, 17, 19, 23, 25 and 31 shall survive any expiration or termination for any reason of this Agreement.

34. Verification of Compliance with C.R.S. 8-17.5-101 ET.SEQ. Regarding Hiring of Illegal Aliens:

(a) Employees, Consultants and Sub-consultants: Consultant shall not knowingly employ or contract with an illegal alien to perform work under this Contract. Consultant shall not contract with a sub-consultant that fails to certify to the Consultant that the sub-consultant will not knowingly employ or contract with an illegal alien to perform work under this Contract. [CRS 8-17.5-102(2)(a)(I) & (II).]

(b) Verification: Consultant will participate in either the E-Verify program or the Department program, as defined in C.R.S. 8-17.5-101 (3.3) and 8-17.5-101 (3.7), respectively, in order to confirm the employment eligibility of all employees who are

newly hired for employment to perform work under this public contract for services. Consultant is prohibited from using the E-Verify program or the Department program procedures to undertake pre-employment screening of job applicants while this contract is being performed.

(c) Duty to Terminate a Subcontract: If Consultant obtains actual knowledge that a sub-consultant performing work under this Contract knowingly employs or contracts with an illegal alien, the Consultant shall;

(1) notify the sub-consultant and the City within three days that the Consultant has actual knowledge that the sub-consultant is employing or contracting with an illegal alien; and

(2) terminate the subcontract with the sub-consultant if, within three days of receiving notice required pursuant to this paragraph the sub-consultant does not stop employing or contracting with the illegal alien; except that the Consultant shall not terminate the contract with the sub-consultant if during such three days the sub-consultant provides information to establish that the sub-consultant has not knowingly employed or contracted with an illegal alien.

(d) Duty to Comply with State Investigation: Consultant shall comply with any reasonable request of the Colorado Department of Labor and Employment made in the course of an investigation by that the Department is undertaking pursuant to C.R.S. 8-17.5-102 (5)

(e) Damages for Breach of Contract: The City may terminate this contract for a breach of contract, in whole or in part, due to Consultant's breach of any section of this paragraph or provisions required pursuant to CRS 8-17.5-102. Consultant shall be liable for actual and consequential damages to the City in addition to any other legal or equitable remedy the City may be entitled to for a breach of this Contract under this Paragraph 34.

IN WITNESS WHEREOF, the parties to this Agreement have caused it to be executed by their authorized officers as of the day and year first above written. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

CITY OF ENGLEWOOD, ENGLEWOOD, COLORADO

By: _____ Date: _____
(City manager)

By: _____ Date: _____
(Mayor)

ATTEST: _____
City Clerk

Transformation Point, Inc.
(Consultant Name)

3406 Willow Street
Address

Denver, CO 80238
City, State, Zip Code

By: _____
(Signature)

Kevin L. King
(Print Name)

Title: Founder & CEO

Date: 3/9/2016

STATE OF _____)
_____) ss.
COUNTY OF _____)

On this _____ day of _____, 20____, before me personally appeared _____, known to me to be the _____ of _____, the corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

My commission expires: _____

NOTARY

SCHEDULE A

OUTLINE OF STATEMENT OF WORK

1. GENERAL

STATEMENT OF WORK FOR PROFESSIONAL SERVICES AGREEMENT BETWEEN THE LITTLETON/ENGLEWOOD WASTE WATER TREATMENT PLANT AND TRANSFORMATION POINT DATED OCTOBER 5, 2015

Transformation Point will work in partnership with the City and Waste Water Treatment Plant Management to conduct their Achieving & Sustaining Strategic & Operational Alignment program. Transformation Point will conduct five facilitated days with the Plant Management team.

In addition, Transformation point will conduct focus group sessions with the plant leadership team, supervisors and front line plant staff. These focus group sessions will be designed to capture the perspective of all plant employees on overall plant operations, leadership effectiveness, strategic needs, organizational structure, and team communication needs at a minimum. Additional focus areas will be added at the discretion of plan management and the Englewood City Manager's office.

Transformation Point will facilitate the plant leadership team in defining and developing a plant-wide communications Strategy/Plan to ensure effective organizational communication up, down, and across the plant. As a part of this process, the leadership team will also develop a Plant Strategy & Operating Plan presentation to be presented plant-wide.

Transformation point will produce a final report detailing the Littleton/Englewood Waste Water Treatment Plant's Strategic Plan, Operating Plan, Organizational Structure, and Communications Plan.

Lastly, Transformation Point will also train Plant Management in THINK! Maximizing Team Effectiveness to build the skills necessary to drive initiatives forward and to enhance the level of team interaction to sustainably achieve their Phase II goals.

In total the process will take nine to ten days spread over four to eight weeks.

2. NAMES OF PROJECT COORDINATORS

Littleton/Englewood Waste Water Treatment Plant: Dennis Stowe – Plant Manager
Transformation Point: Kevin King, MBA, Ph.D. (abd)

3. SUMMARY OF PURPOSE FOR STATEMENT OF WORK

The Littleton/Englewood Waste Water Treatment Plant is focused on improving focus, communications, alignment, and leadership effectiveness across the plant leadership team. Plant Management needs to engage in discussion to establish an operating guide and organizational goals that can be clearly communicated down the organization to line staff. Transformation Point's Achieving & Sustaining Organizational Alignment program will not only

provide the City with an operational guide and goals, but tools and coaching to communicate this plan down the organization to ensure consistency in our messaging.

4. EQUIPMENT AND PROGRAMMING TO BE PROVIDED BY CITY OF ENGLEWOOD WASTE WATER PLANT (IF ANY)

None

5. OTHER CONSULTANT RESOURCES

None

6. DESCRIPTION OF WORK PRODUCT AND DELIVERABLES

Transformation Point shall provide the following; management consulting, training, and facilitation, services to Littleton/Englewood Waste Water Treatment Plant upon request and final approval by Dennis Stowe, Plant Manager.

Phase II

Transformation Point will facilitate their proprietary Achieving & Sustaining Strategic & Operational Alignment program to Little/Englewood Waste Water Treatment Plant Management to develop an operating guide/model, appropriate organizational structure, leadership guiding principles, organizational level goals, team level goals, leading and lagging performance indicators, action plans, and core messages.

Phase III

Transformation Point will facilitate plant leadership in defining and developing a plant-wide Communication Strategy/Plan and associated presentation to be delivered plant-wide. This plan is to include guiding principles, strategic direction, operating plan, organizational structure, core messages, communication channels, communication modalities, and communication frequency.

Phase IV

Transformation Point will also train Plant Management in THINK! Maximizing Team Effectiveness to build the skills necessary to drive initiatives forward and to enhance the level of team interaction to sustainably achieve their Phase II goals.

7. SPECIAL TERMS, IF ANY

The fixed fee for Phase II, III & IV is \$45,500.00

Total fees will not exceed \$45,500.00

8. MODE OF PAYMENT

The Littleton/Englewood Waste Water Treatment Plant will make payment to Transformation Point within 30 days of invoice via physical check sent through United States Postal Service.

9. PAYMENT SCHEDULE

All services performed under this agreement will be detailed and priced in separate individual Statements of Work. All payments to Consultant are contingent on Consultant's satisfying the Deliverables/Milestones set forth in the Payment Schedule. Payments shall be made upon Littleton/Englewood Waste Water Treatment Plant Manager written confirmation to Consultant that the Deliverables/Milestones have been satisfied.

Transformation Point will issue a bill monthly for services performed in the previous month. Invoices are due within 30 days of receipt.

10. SCHEDULE AND PERFORMANCE MILESTONES

This schedule sets for the target dates and performance milestones for the preparation and delivery of the Deliverables by Consultant.

Performance Milestone	Responsible Party	Target Date
Facilitate Achieving & Sustaining Strategic & Operational Alignment	Transformation Point and City	5 facilitated days June - July 2016
Communication Strategy	Transformation Point and City	3 days July – Aug 2016
THINK! Maximizing Team Effectiveness	Transformation Point and City	1 day July – August 2016

11. ACCEPTANCE AND TESTING PROCEDURES

N/A

12. LOCATION OF WORK FACILITIES

Consultant will utilize meeting rooms at the Littleton/Englewood Waste Water Treatment Plant or off site locations designated by the Plant Manager.

Substantially all of the work will be conducted by Consultant at its regular office located in Denver, Colorado.

RECEIVED

SEP 13 2016

Englewood

ENGLEWOOD, CO
OFFICE OF THE CITY ATTORNEY

PROFESSIONAL SERVICES AGREEMENT

Contract Number PSA-16-35

This Professional Services Agreement (the "Agreement") is made as of this 13th, day of September, 2016, (the "Effective Date") by and between Transformation Point, a Colorado corporation ("Consultant"), and The City of Englewood, Colorado, a municipal corporation organized under the laws of the State of Colorado ("City").

City desires that Consultant, from time to time, provide certain consulting services, systems integration services, data conversion services, training services, and/or related services as described herein, and Consultant desires to perform such services on behalf of City on the terms and conditions set forth herein.

In consideration of the foregoing and the terms hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. **Definitions.** The terms set forth below shall be defined as follows:

(a) "Intellectual Property Rights" shall mean any and all (by whatever name or term known or designated) tangible and intangible and now known or hereafter existing (1) rights associate with works of authorship throughout the universe, including but not limited to copyrights, moral rights, and mask-works, (2) trademark and trade name rights and similar rights, (3) trade secret rights, (4) patents, designs, algorithms and other industrial property rights, (5) all other intellectual and industrial property rights (of every kind and nature throughout the universe and however designated) (including logos, "rental" rights and rights to remuneration), whether arising by operation of law, contract, license, or otherwise, and (6) all registrations, initial applications, renewals, extensions, continuations, divisions or reissues hereof now or hereafter in force (including any rights in any of the foregoing).

(b) "Work Product" shall mean all patents, patent applications, inventions, designs, mask works, processes, methodologies, copyrights and copyrightable works, trade secrets including confidential information, data, designs, manuals, training materials and documentation, formulas, knowledge of manufacturing processes, methods, prices, financial and accounting data, products and product specifications and all other Intellectual Property Rights created, developed or prepared, documented and/or delivered by Consultant, pursuant to the provision of the Services.

2. **Statements of Work.** During the term hereof and subject to the terms and conditions contained herein, Consultant agrees to provide, on an as requested basis, the consulting services, systems integration services, data conversion services, training services, and related services (the "Services") as further described in Schedule A (the "Statement of Work") for City, and in such additional Statements of Work as may be executed by each of the parties hereto from

time to time pursuant to this Agreement. Each Statement of Work shall specify the scope of work, specifications, basis of compensation and payment schedule, estimated length of time required to complete each Statement of Work, including the estimated start/finish dates, and other relevant information and shall incorporate all terms and conditions contained in this Agreement

3. Performance of Services.

(a) **Performance.** Consultant shall perform the Services necessary to complete all projects outlined in a Statement of Work in a timely and professional manner consistent with the specifications, if any, set forth in the Statement of Work, and in accordance with industry standards. Consultant agrees to exercise the highest degree of professionalism, and to utilize its expertise and creative talents in completing the projects outlined in a Statement of Work.

(b) **Delays.** Consultant agrees to notify City promptly of any factor, occurrence, or event coming to its attention that may affect Consultant's ability to meet the requirements of the Agreement, or that is likely to occasion any material delay in completion of the projects contemplated by this Agreement or any Statement of Work. Such notice shall be given in the event of any loss or reassignment of key employees, threat of strike, or major equipment failure. Time is expressly made of the essence with respect to each and every term and provision of this Agreement.

(c) **Discrepancies.** If anything necessary for the clear understanding of the Services has been omitted from the Agreement specifications or it appears that various instructions are in conflict, Consultant shall secure written instructions from City's project director before proceeding with the performance of the Services affected by such omissions or discrepancies.

4. Invoices and Payment. Unless otherwise provided in a Statement of Work, City shall pay the amounts agreed to in a Statement of Work within thirty (30) days following the acceptance by City of the work called for in a Statement of Work by City. Acceptance procedures shall be outlined in the Statement of Work. If City disputes all or any portion of an invoice for charges, then City shall pay the undisputed portion of the invoice by the due date and shall provide the following notification with respect to the disputed portion of the invoice. City shall notify Consultant as soon as possible of the specific amount disputed and shall provide reasonable detail as to the basis for the dispute. The parties shall then attempt to resolve the disputed portion of such invoice as soon as possible. Upon resolution of the disputed portion, City shall pay to Consultant the resolved amount.

5. Taxes. City is not subject to taxation. No federal or other taxes (excise, luxury, transportation, sales, etc.) shall be included in quoted prices. City shall not be obligated to pay or reimburse Consultant for any taxes attributable to the sale of any Services which are imposed on or measured by net or gross income, capital, net worth, franchise, privilege, any other taxes, or assessments, nor any of the foregoing imposed on or payable by Consultant. Upon written notification by City and subsequent verification by Consultant, Consultant shall reimburse or credit, as applicable, City in a timely manner, for any and all taxes erroneously paid by City. City shall provide Consultant with, and Consultant shall accept in good faith, resale, direct pay, or other exemption certificates, as applicable.

6. Out of Pocket Expenses. Consultant shall be reimbursed only for expenses which are expressly provided for in a Statement of Work or which have been approved in advance in writing by City, provided Consultant has furnished such documentation for authorized expenses as City may reasonably request.

7. **Audits.** Consultant shall provide such employees and independent auditors and inspectors as City may designate with reasonable access to all sites from which Services are performed for the purposes of performing audits or inspections of Consultant's operations and compliance with this Agreement. Consultant shall provide such auditors and inspectors any reasonable assistance that they may require. Such audits shall be conducted in such a way so that the Services or services to any other customer of Consultant are not impacted adversely.

8. **Term and Termination.** The term of this Agreement shall commence on the Effective Date and shall continue unless this Agreement is terminated as provided in this Section 8.

(a) **Convenience.** City may, without cause and without penalty, terminate the provision of Services under any or all Statements of Work upon thirty (30) days prior written notice. Upon such termination, City shall, upon receipt of an invoice from Consultant, pay Consultant for Services actually rendered prior to the effective date of such termination. Charges will be based on time expended for all incomplete tasks as listed in the applicable Statement of Work, and all completed tasks will be charged as indicated in the applicable Statement of Work.

(b) **No Outstanding Statements of Work.** Either party may terminate this Agreement by providing the other party with at least thirty (30) days prior written notice of termination if there are no outstanding Statements of Work.

(c) **Material Breach.** If either party materially defaults in the performance of any term of a Statement of Work or this Agreement with respect to a specific Statement of Work (other than by nonpayment) and does not substantially cure such default within thirty (30) days after receiving written notice of such default, then the non-defaulting party may

terminate this Agreement or any or all outstanding Statements of Work by providing ten (10) days prior written notice of termination to the defaulting party.

(d) **Bankruptcy or Insolvency.** Either party may terminate this Agreement effective upon written notice stating its intention to terminate in the event the other party: (1) makes a general assignment of all or substantially all of its assets for the benefit of its creditors; (2) applies for, consents to, or acquiesces in the appointment of a receiver, trustee, custodian, or liquidator for its business or all or substantially all of its assets; (3) files, or consents to or acquiesces in, a petition seeking relief or reorganization under any bankruptcy or insolvency laws; or (4) files a petition seeking relief or reorganization under any bankruptcy or insolvency laws is filed against that other party and is not dismissed within sixty (60) days after it was filed.

(e) **TABOR.** The parties understand and acknowledge that each party is subject to Article X, § 20 of the Colorado Constitution ("TABOR"). The parties do not intend to violate the terms and requirements of TABOR by the execution of this Agreement. It is understood and agreed that this Agreement does not create a multi-fiscal year direct or indirect debt or obligation within the meaning of TABOR and, notwithstanding anything in this Agreement to the contrary, all payment obligations of City are expressly dependent and conditioned upon the continuing availability of funds beyond the term of City's current fiscal period ending upon the next succeeding December 31. Financial obligations of City payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of City and applicable law. Upon the failure to appropriate such funds, this Agreement shall be deemed terminated.

(f) **Return of Property.** Upon termination of this Agreement, both parties agree to return to the other all property (including any Confidential Information, as defined in Section 11) of the other party that it may have in its possession or control.

9. **City Obligations.** City will provide timely access to City personnel, systems and information required for Consultant to perform its obligations hereunder. City shall provide to Consultant's employees performing its obligations hereunder at City's premises, without charge, a reasonable work environment in compliance with all applicable laws and regulations, including office space, furniture, telephone service, and reproduction, computer, facsimile, secretarial and other necessary equipment, supplies, and services. With respect to all third party hardware or software operated by or on behalf of City, City shall, at no expense to Consultant, obtain all consents, licenses and sublicenses necessary for Consultant to perform under the Statements of Work and shall pay any fees or other costs associated with obtaining such consents, licenses and sublicenses.

10. **Staff.** Consultant is an independent consultant and neither Consultant nor Consultant's staff is, or shall be deemed to be employed by City. City is hereby contracting with Consultant for the Services described in a Statement of Work and Consultant reserves the right to determine the method, manner and means by which the Services will be performed. The Services shall be performed by Consultant or Consultant's staff, and City shall not be required to hire, supervise or pay any assistants to help Consultant perform the Services under this Agreement. Except to the extent that Consultant's work must be performed on or with City's computers or City's existing software, all materials used in providing the Services shall be provided by Consultant.

11. **Confidential Information.**

(a) **Obligations.** Each party hereto may receive from the other party information which relates to the other party's business, research, development, trade secrets or business affairs ("Confidential Information"). Subject to the provisions and exceptions set forth in the Colorado Open Records Act, CRS Section 24-72-101 et. seq., each party shall protect all Confidential Information of the other party with the same degree of care as it uses to avoid unauthorized use, disclosure, publication or dissemination of its own confidential information of a similar nature, but in no event less than a reasonable degree of care. Without limiting the generality of the foregoing, each party hereto agrees not to disclose or permit any other person or entity access to the other party's Confidential Information except such disclosure or access shall be permitted to an employee, agent, representative or independent consultant of such party requiring access to the same in order to perform his or her employment or services. Each party shall insure that their employees, agents, representatives, and independent consultants are advised of the confidential nature of the Confidential Information and are precluded from taking any action prohibited under this Section 11. Further, each party agrees not to alter or remove any identification, copyright or other proprietary rights notice which indicates the ownership of any part of such Confidential Information by the other party. A party hereto shall undertake to immediately notify the other party in writing of all circumstances surrounding any possession, use or knowledge of Confidential Information at any location or by any person or entity other than those authorized by this Agreement. Notwithstanding the foregoing, nothing in this Agreement shall restrict either party with respect to information or data identical or similar to that contained in the Confidential Information of the other party but which (1) that party rightfully possessed before it received such information from the other as evidenced by written documentation; (2) subsequently becomes publicly available through no fault of

that party; (3) is subsequently furnished rightfully to that party by a third party without restrictions on use or disclosure; or (4) is required to be disclosed by law, provided that the disclosing party will exercise reasonable efforts to notify the other party prior to disclosure.

(b) Know-How. For the avoidance of doubt neither City nor Consultant shall be prevented from making use of know-how and principles learned or experience gained of a non-proprietary and non-confidential nature.

(c) Remedies. Each of the parties hereto agree that if any of them, their officers, employees or anyone obtaining access to the Confidential Information of the other party by, through or under them, breaches any provision of this Section 11, the non-breaching party shall be entitled to an accounting and repayment of all profits, compensation, commissions, remunerations and benefits which the breaching party, its officers or employees directly or indirectly realize or may realize as a result of or growing out of, or in connection with any such breach. In addition to, and not in limitation of the foregoing, in the event of any breach of this Section 11, the parties agree that the non-breaching party will suffer irreparable harm and that the total amount of monetary damages for any such injury to the non-breaching party arising from a violation of this Section 11 would be impossible to calculate and would therefore be an inadequate remedy at law. Accordingly, the parties agree that the non-breaching party shall be entitled to temporary and permanent injunctive relief against the breaching party, its officers or employees and such other rights and remedies to which the non-breaching party may be entitled to at law, in equity or under this Agreement for any violation of this Section 11. The provisions of this Section 11 shall survive the expiration or termination of this Agreement for any reason.

12. Project Managers. Each party shall designate one of its employees to be its

Project Manager under each Statement of Work, who shall act for that party on all matters under the Statement of Work. Each party shall notify the other in writing of any replacement of a Project Manager. The Project Managers for each Statement of Work shall meet as often as either one requests to review the status of the Statement of Work.

13. Warranties.

(a) Authority. Consultant represents and warrants that: (1) Consultant has the full corporate right, power and authority to enter into this Agreement and to perform the acts required of it hereunder; (2) the execution of this Agreement by Consultant, and the performance by Consultant of its obligations and duties hereunder, do not and will not violate any agreement to which Consultant is a party or by which it is otherwise bound under any applicable law, rule or regulation; (3) when executed and delivered by Consultant, this Agreement will constitute the legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms; and (4) Consultant acknowledges that City makes no representations, warranties or agreements related to the subject matter hereof that are not expressly provided for in this Agreement

(b) Service Warranty. Consultant warrants that its employees and consultants shall have sufficient skill, knowledge, and training to perform Services and that the Services shall be performed in a professional and workmanlike manner.

(c) Personnel. Unless a specific number of employees is set forth in the Statement of Work, Consultant warrants it will provide sufficient employees to complete the Services ordered within the applicable time frames established pursuant to this Agreement or as set forth in the Statement of Work.. During the course of performance of Services, City may, for any or no reason, request replacement of an employee or a proposed

employee. In such event, Consultant shall, within five (5) working days of receipt of such request from City, provide a substitute employee of sufficient skill, knowledge, and training to perform the applicable Services. Consultant shall require employees providing Services at a City location to comply with applicable City security and safety regulations and policies.

(d) Compensation and Benefits. Consultant shall provide for and pay the compensation of employees and shall pay all taxes, contributions, and benefits (such as, but not limited to, workers' compensation benefits) which an employer is required to pay relating to the employment of employees. City shall not be liable to Consultant or to any employee for Consultant's failure to perform its compensation, benefit, or tax obligations. Consultant shall indemnify, defend and hold City harmless from and against all such taxes, contributions and benefits and will comply with all associated governmental regulations, including the filing of all necessary reports and returns.

14. Indemnification.

(a) Consultant Indemnification. Consultant shall indemnify, defend and hold harmless City, its directors, officers, employees, and agents and the heirs, executors, successors, and permitted assigns of any of the foregoing (the "City Indemnitees") from and against all losses, claims, obligations, demands, assessments, fines and penalties (whether civil or criminal), liabilities, expenses and costs (including reasonable fees and disbursements of legal counsel and accountants), bodily and other personal injuries, damage to tangible property, and other damages, of any kind or nature, suffered or incurred by a City Indemnitee directly or indirectly arising from or related to: (1) any negligent or intentional act or omission by Consultant or its representatives in the performance of Consultant's obligations under this Agreement, or (2) any material breach in a

representation, warranty, covenant or obligation of Consultant contained in this Agreement.

(b) Infringement. Consultant will indemnify, defend, and hold City harmless from all Indemnifiable Losses arising from any third party claims that any Work Product or methodology supplied by Consultant infringes or misappropriates any Intellectual Property rights of any third party; provided, however, that the foregoing indemnification obligation shall not apply to any alleged infringement or misappropriation based on: (1) use of the Work Product in combination with products or services not provided by Consultant to the extent that such infringement or misappropriation would have been avoided if such other products or services had not been used; (2) any modification or enhancement to the Work Product made by City or anyone other than Consultant or its sub-consultants; or (3) use of the Work Product other than as permitted under this Agreement.

(c) Indemnification Procedures. Notwithstanding anything else contained in this Agreement, no obligation to indemnify which is set forth in this Section 14 shall apply unless the party claiming indemnification notifies the other party as soon as practicable to avoid any prejudice in the claim, suit or proceeding of any matters in respect of which the indemnity may apply and of which the notifying party has knowledge and gives the other party the opportunity to control the response thereto and the defense thereof; provided, however, that the party claiming indemnification shall have the right to participate in any legal proceedings to contest and defend a claim for indemnification involving a third party and to be represented by its own attorneys, all at such party's cost and expense; provided further, however, that no settlement or compromise of an asserted third-party claim other than the payment/money may be made without the prior written consent of the party claiming indemnification.

(d) **Immunity.** City, its officers, and its employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. 24-10-101 et seq., as from time to time amended, or otherwise available to City, its officers, or its employees.

15. Insurance.

(a) **Requirements.** Consultant agrees to keep in full force and effect and maintain at its sole cost and expense the following policies of insurance during the term of this Agreement:

(1) The Consultant shall comply with the Workers' Compensation Act of Colorado and shall provide compensation insurance to protect the City from and against any and all Workers' Compensation claims arising from performance of the work under this contract. Workers' Compensation insurance must cover obligations imposed by applicable laws for any employee engaged in the performance of work under this contract, as well as the Employers' Liability within the minimum statutory limits.

(2) Commercial General Liability Insurance and auto liability insurance (including contractual liability insurance) providing coverage for bodily injury and property damage with a combined single limit of not less than three million dollars (\$3,000,000) per occurrence.

(3) Professional Liability/Errors and Omissions Insurance covering acts, errors and omissions arising out of Consultant's operations or Services in an amount not less than one million dollars (\$1,000,000) per occurrence.

(4) Employee Dishonesty and Computer Fraud Insurance covering losses arising out of or in connection with any fraudulent or dishonest acts committed by

Consultant personnel, acting alone or with others, in an amount not less than one million dollars (\$1,000,000) per occurrence.

(b) **Approved Companies.** All such insurance shall be procured with such insurance companies of good standing, permitted to do business in the country, state or territory where the Services are being performed.

(c) **Certificates.** Consultant shall provide City with certificates of insurance evidencing compliance with this Section 15 (including evidence of renewal of insurance) signed by authorized representatives of the respective carriers for each year that this Agreement is in effect. Certificates of insurance will list the City of Englewood as an additional insured. Each certificate of insurance shall provide that the issuing company shall not cancel, reduce, or otherwise materially change the insurance afforded under the above policies unless thirty (30) days' notice of such cancellation, reduction or material change has been provided to City.

16. Rights in Work Product.

(a) **Generally.** Except as specifically agreed to the contrary in any Statement of Work, all Intellectual Property Rights in and to the Work Product produced or provided by Consultant under any Statement of Work shall remain the property of Consultant. With respect to the Work Product, Consultant unconditionally and irrevocably grants to City during the term of such Intellectual Property Rights, a non-exclusive, irrevocable, perpetual, worldwide, fully paid and royalty-free license, to reproduce, create derivative works of, distribute, publicly perform and publicly display by all means now known or later developed, such Intellectual property Rights.

(b) **Know-How.** Notwithstanding anything to the contrary herein, each party and its respective personnel and consultants shall be free to use and employ its and their general

skills, know-how, and expertise, and to use, disclose, and employ any generalized ideas, concepts, know-how, methods, techniques, or skills gained or learned during the course of any assignment, so long as it or they acquire and apply such information without disclosure of any Confidential Information of the other party.

17. Relationship of Parties. Consultant is acting only as an independent consultant and does not undertake, by this Agreement, any Statement of Work or otherwise, to perform any obligation of City, whether regulatory or contractual, or to assume any responsibility for City's business or operations. Neither party shall act or represent itself, directly or by implication, as an agent of the other, except as expressly authorized in a Statement of Work.

18. Complete Agreement. This Agreement contains the entire agreement between the parties hereto with respect to the matters covered herein.

19. Applicable Law. Consultant shall comply with all applicable laws in performing Services but shall be held harmless for violation of any governmental procurement regulation to which it may be subject but to which reference is not made in the applicable Statement of Work. This Agreement shall be construed in accordance with the laws of the State of Colorado. Any action or proceeding brought to interpret or enforce the provisions of this Agreement shall be brought before the state or federal court situated in Arapahoe County, Colorado and each party hereto consents to jurisdiction and venue before such courts.

20. Scope of Agreement. If the scope of any provisions of this Agreement is too broad in any respect whatsoever to permit enforcement to its fullest extent, then such provision shall be enforced to the maximum extent permitted by law, and the parties hereto consent to and agree that such scope may be judicially modified accordingly and that the

whole of such provision of this Agreement shall not thereby fail, but that the scope of such provision shall be curtailed only to the extent necessary to conform to law.

21. Additional Work. After receipt of a Statement of Work, City, with Consultant's consent, may request Consultant to undertake additional work with respect to such Statement of Work. In such event, City and Consultant shall execute an addendum to the Statement of Work specifying such additional work and the compensation to be paid to Consultant for such additional work.

22. Sub-consultants. Consultant may not subcontract any of the Services to be provided hereunder without the prior written consent of City. In the event of any permitted subcontracting, the agreement with such third party shall provide that, with respect to the subcontracted work, such sub-consultant shall be subject to all of the obligations of Consultant specified in this Agreement.

23. Notices. Any notice provided pursuant to this Agreement shall be in writing to the parties at the addresses set forth below and shall be deemed given (1) if by hand delivery, upon receipt thereof, (2) three (3) days after deposit in the United States mails, postage prepaid, certified mail, return receipt requested or (3) one (1) day after deposit with a nationally-recognized overnight courier, specifying overnight priority delivery. Either party may change its address for purposes of this Agreement at any time by giving written notice of such change to the other party hereto.

24. Assignment. This Agreement may not be assigned by Consultant without the prior written consent of City. Except for the prohibition of an assignment contained in the preceding sentence, this Agreement shall be binding upon and inure to the benefit of the heirs, successors and assigns of the parties hereto.

25. Third Party Beneficiaries. This Agreement is entered into solely for the benefit of the parties hereto and shall not confer any rights upon any person or entity not a party to this Agreement.

26. Headings. The section headings in this Agreement are solely for convenience and shall not be considered in its interpretation. The recitals set forth on the first page of this Agreement are incorporated into the body of this Agreement. The exhibits referred to throughout this Agreement and any Statement of Work prepared in conformance with this Agreement are incorporated into this Agreement.

27. Waiver. The failure of either party at any time to require performance by the other party of any provision of this Agreement shall not effect in any way the full right to require such performance at any subsequent time; nor shall the waiver by either party of a breach of any provision of this Agreement be taken or held to be a waiver of the provision itself.

28. Force Majeure. If performance by Consultant of any service or obligation under this Agreement is prevented, restricted, delayed or interfered with by reason of labor disputes, strikes, acts of God, floods, lightning, severe weather, shortages of materials, rationing, utility or communications failures, earthquakes, war, revolution, civil commotion, acts of public enemies, blockade, embargo or any law, order, proclamation, regulation, ordinance, demand or requirement having legal effect of any governmental or judicial authority or representative of any such government, or any other act whether similar or dissimilar to those referred to in this clause, which are beyond the reasonable control of Consultant, then Consultant shall be excused from such performance to the extent of such prevention, restriction, delay or interference. If the period of such delay exceeds thirty (30) days, City may, without liability, terminate the affected Statement of Work(s) upon written notice to Consultant.

29. Time of Performance. Time is expressly made of the essence with respect to each and every term and provision of this Agreement.

30. Permits. Consultant shall at its own expense secure any and all licenses, permits or certificates that may be required by any federal, state or local statute, ordinance or regulation for the performance of the Services under the Agreement. Consultant shall also comply with the provisions of all Applicable Laws in performing the Services under the Agreement. At its own expense and at no cost to City, Consultant shall make any change, alteration or modification that may be necessary to comply with any Applicable Laws that Consultant failed to comply with at the time of performance of the Services.

31. Media Releases. Except for any announcement intended solely for internal distribution by Consultant or any disclosure required by legal, accounting, or regulatory requirements beyond the reasonable control of Consultant, all media releases, public announcements, or public disclosures (including, but not limited to, promotional or marketing material) by Consultant or its employees or agents relating to this Agreement or its subject matter, or including the name, trade mark, or symbol of City, shall be coordinated with and approved in writing by City prior to the release thereof. Consultant shall not represent directly or indirectly that any Services provided by Consultant to City has been approved or endorsed by City or include the name, trade mark, or symbol of City on a list of Consultant's customers without City's express written consent.

32. Nonexclusive Market and Purchase Rights. It is expressly understood and agreed that this Agreement does not grant to Consultant an exclusive right to provide to City any or all of the Services and shall not prevent City from acquiring from other suppliers services similar to the Services. Consultant agrees that acquisitions by City pursuant to

this Agreement shall neither restrict the right of City to cease acquiring nor require City to continue any level of such acquisitions. Estimates or forecasts furnished by City to Consultant prior to or during the term of this Agreement shall not constitute commitments.

33. Survival. The provisions of Sections 5, 8(g), 10, 11, 13, 14, 16, 17, 19, 23, 25 and 31 shall survive any expiration or termination for any reason of this Agreement.

34. Verification of Compliance with C.R.S. 8-17.5-101 ET.SEQ. Regarding Hiring of Illegal Aliens:

(a) Employees, Consultants and Sub-consultants: Consultant shall not knowingly employ or contract with an illegal alien to perform work under this Contract. Consultant shall not contract with a sub-consultant that fails to certify to the Consultant that the sub-consultant will not knowingly employ or contract with an illegal alien to perform work under this Contract. [CRS 8-17.5-102(2)(a)(I) & (II).]

(b) Verification: Consultant will participate in either the E-Verify program or the Department program, as defined in C.R.S. 8-17.5-101 (3.3) and 8-17.5-101 (3.7), respectively, in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services. Consultant is prohibited from using the E-Verify program or the Department program procedures to undertake pre-employment screening of job applicants while this contract is being performed.

(c) Duty to Terminate a Subcontract: If Consultant obtains actual knowledge that a sub-consultant performing work under this Contract knowingly employs or contracts with an illegal alien, the Consultant shall;

(1) notify the sub-consultant and the City within three days that the Consultant has actual knowledge that the sub-consultant is employing or contracting with an illegal alien; and

(2) terminate the subcontract with the sub-consultant if, within three days of receiving notice required pursuant to this paragraph the sub-consultant does not stop employing or contracting with the illegal alien; except that the Consultant shall not terminate the contract with the sub-consultant if during such three days the sub-consultant provides information to establish that the sub-consultant has not knowingly employed or contracted with an illegal alien.

(d) Duty to Comply with State Investigation: Consultant shall comply with any reasonable request of the Colorado Department of Labor and Employment made in the course of an investigation by that the Department is undertaking pursuant to C.R.S. 8-17.5-102 (5)

(e) Damages for Breach of Contract: The City may terminate this contract for a breach of contract, in whole or in part, due to Consultant's breach of any section of this paragraph or provisions required pursuant to CRS 8-17.5-102. Consultant shall be liable for actual and consequential damages to the City in addition to any other legal or equitable remedy the City may be entitled to for a breach of this Contract under this Paragraph 34.

IN WITNESS WHEREOF, the parties to this Agreement have caused it to be executed by their authorized officers as of the day and year first above written. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

CITY OF ENGLEWOOD, COLORADO

By: _____ Date: 9/19/16

By: / _____ Date: 19 Sept 16
(City manager)

Transformation Point, Inc
(Consultant Name)

3406 Williams St
Address

Denver, CO 80239
City, State, Zip Code

By: _____
(Signature)
Kevin King
(Print Name)

Title: Founder & CEO

Date: 9/13/16

STATE OF _____)
COUNTY OF _____) ss.

On this _____ day of _____, 20____, before me personally appeared _____ known to me to be the _____ of _____ the corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

My commission expires: _____
NOTARY

SCHEDULE A
OUTLINE OF STATEMENT OF WORK

1. GENERAL

STATEMENT OF WORK FOR PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF ENGLEWOOD FINANCE AND ADMINISTRATIVE SERVICES (F&AS) DEPARTMENT AND TRANSFORMATION POINT DATED OCTOBER 5, 2015.

Transformation Point will work in partnership with the F&AS Team to conduct Birkman Assessments and Debriefs for up to 15 participants. Each participant will receive a 1.5 to 2 hour individual debrief. In addition, and Group Report will be provided along with Issues to Watch and Differences to Watch Reports.

Transformation Point will also facilitate the F&AS team through their proprietary THINK! Intensive process. Transformation Point will conduct three facilitated days with the F&AS team. In total, the process will take three facilitated days.

Transformation Point will also facilitate the F&AS team through their proprietary one-day THINK! Maximizing Personal Effectiveness training program. Participants in this program must complete the Birkman Assessment in order to attend the training.

Transformation Point will provide these services to the F&AS Team, as assigned by the Department Director, not to exceed \$20,000.00.

2. NAMES OF PROJECT COORDINATORS

F&AS Director: Kathleen Rinkel – Director

Transformation Point: Kevin King, MBA, Ph.D.

3. SUMMARY OF PURPOSE FOR STATEMENT OF WORK

The F&AS is focused on improving focus, communications, alignment, and leadership effectiveness across the F&AS team.

4. EQUIPMENT AND PROGRAMMING TO BE PROVIDED BY CITY OF ENGLEWOOD (IF ANY)

None

5. OTHER CONSULTANT RESOURCES

None

6. DESCRIPTION OF WORK PRODUCT AND DELIVERABLES

Transformation Point shall provide the following; management consulting, training, and facilitation, services to the F&AS team upon request and final approval by Kathleen Rinkel, Director.

Phase I

Transformation Point will work in partnership with the F&AS Team to conduct Birkman Assessments and Debriefs for up to 15 participants. Each participant will receive a 1.5 to 2 hour individual debrief. In addition, and Group Report will be provided along with Issues to Watch and Differences to Watch Reports. Birkman Assessments are at a rate of \$575.00 per person.

Phase II

Transformation Point will facilitate the F&AS team through their proprietary THINK! Intensive session to define and address team dynamics by identifying current state issues, defining the future state, developing a team action plan to address the current state and achieve a high performing and cohesive team. The high-level outline for this phase is as follows:

THINK! Intensive - Team work session (3 days):

- a. "This Team Now" and all the issues they may not have shared (unpack the baggage)
- b. "This Team X Days from Now"
- c. Barriers to getting there
- d. Definition of success from the perspective of key stakeholders (employees, City, etc.)
- e. Roles & Responsibilities (Best working structure/organization)
- f. Action Planning
- g. Guiding Principles
- h. Team Standards of Accountability
- i. Leadership Expectations (of Kathleen) and Accountabilities
- j. Communications Plan

Fees for the THINK! Intensive is \$10,500.00.

Phase III

Transformation Point will also train the F&AS Team in THINK! Maximizing Personal Effectiveness to build the skills necessary to drive initiatives forward and to enhance the level of team interaction to sustainably achieve their Phase II goals.

Fees for the THINK! Maximizing Personal Effectiveness course for up to 16 participants is \$3,500.00.

7. SPECIAL TERMS, IF ANY

Phase I = \$575.00/person

Phase II = \$10,500.00

Phase III = \$3,500.00

The fixed fee for all Phases will not exceed \$20,000.00

8. MODE OF PAYMENT

The F&AS department will make payment to Transformation Point within 30 days of invoice via physical check or ACH sent through United States Postal Service or Electronically.

9. PAYMENT SCHEDULE

All services performed under this agreement will be detailed and priced in separate individual Statements of Work. All payments to Consultant are contingent on Consultant's satisfying the Deliverables/Milestones set forth in the Payment Schedule. Payments shall be made upon

F&AS Director written confirmation to Consultant that the Deliverables/Milestones have been satisfied.

Transformation Point will issue a bill monthly for services performed in the previous month. Invoices are due within 30 days of receipt.

10. SCHEDULE AND PERFORMANCE MILESTONES

This schedule sets for the target dates and performance milestones for the preparation and delivery of the Deliverables by Consultant.

Performance Responsible Target

Milestone Party Date

Birkman Assessments Transformation Point and September 2016

F&AS

Facilitate THINK! Intensive Program Transformation Point and 3 Facilitated Days F&AS
September – October 2016

THINK! Maximizing Personal

Effectiveness Transformation Point and 1 Facilitated Day

F&AS October 2016

11. ACCEPTANCE AND TESTING PROCEDURES

N/A

12. LOCATION OF WORK FACILITIES

Consultant will utilize meeting rooms at City of Englewood or off-site locations designated by the Director F&AS.

Substantially all of the work will be conducted by Consultant at its regular office located in Denver, Colorado

IN WITNESS WHEREOF, pursuant and in accordance with the Professional Services Agreement between the parties hereto dated October 5, 2015, the parties have executed this Statement of Work as of this 12 day of September, 2016.

CITY OF ENGLEWOOD, COLORADO

By: _____
(Signature)
Eric A. Keck
(Print Name)

Title: City Manager

Date: 16 Sept. 16

Transformation Point, Inc.
Consultant Name

By: _____
(Signature)
Kevin L. King
(Print Name)

Title: Founder & CEO

Date: 09/12/16

