NOTICE OF COUNCIL MEETING

STUDY SESSION
TELECONFERENCE (Open to the Public)
Monday, March 6, 2023
5:00 p.m.

TELECONFERENCE/ELECTRONIC PARTICIPATION PROCEDURES

Members of the Aurora City Council will participate in the March 6, 2023 Study Session by teleconference due to concerns surrounding the COVID-19 (coronavirus) outbreak. To keep the members of our community, employees and leaders safe, there will be no public presence at the meeting. Members of the public and media will be able to participate remotely through the options listed below:

View or listen live to the Study Session

Live streamed at www.auroraTV.org
Cable Channels 8 and 880 in Aurora
Call: 855.695.3475

Translation/Accessibility

The City will provide closed captioning services on Cable Channels 8 and 880. If you need any other accommodation, please contact the Office of the City Clerk at (303) 739-7094. If you are in need of an interpreter, please contact the Office of International and Immigrant Affairs at 303-739-7521 by Monday, March 6, 2023 at 9:00 a.m. (Si necesita un intérprete, comuníquese con la oficina de asuntos internacionales e inmigrantes en 303-739-7521 por el viernes anterior a la reunión del lunes.)

AGENDA

Study Session of the
Aurora City Council

Monday, March 6, 2023
5:00 p.m.
VIRTUAL MEETING
City of Aurora
15151 E Alameda Parkway

4.e **IGA with E-470 for Jewell Ave Temporary Traffic Signals (Resolution)** 204

Carlie Campuzano, Traffic Manager, Public Works / Michelle Gardner, Senior Assistant City Attorney

4.f **Roadway Infrastructure 2023 Maintenance Program** 237

Nicholas Johnson, Engineering Supervisor, Public Works / Michelle Gardner, Senior Assistant City Attorney

5. ITEMS FROM THE POLICY COMMITTEES

5.a **Youth Violence Prevention Program Focused Deterrence and NoFo Updates** 253

Joseph DeHerrera, Youth Violence Prevention Program Manager, Housing and Community Services / Angela Garcia, Senior Assistant City Attorney

Estimated time: 20 mins

5.b **Aurora Municipal Court Workload Study Proposal** 262

Candace Atkinson, Director of Courts and Detention / Angela Garcia, Senior Assistant City Attorney

Estimated time: 10 mins

5.c **Civil Service Commission Hiring Update** 300

Jason Batchelor, Deputy City Manager / Pete Schulte, Public Safety Client Services Manager, City Attorney

Estimated time: 30 mins

5.d **FSIR Legislative Update** 314

Elizabeth Rogers, Intergovernmental Relations Manager / George Koumantakis, Manager of Client Services, City Attorney

Estimated time: 5 mins

5.e **Congressionally Directed Spending Proposals** 375

Liz Rogers, Intergovernmental Relations Manager / George Koumantakis, City Attorney, Manager of Client Services, City Attorney

Estimated time: 5 mins

6. ITEMS FROM THE CITY MANAGER

7. ITEMS FROM THE CITY COUNCIL

7.a Performance and Entertainment Venue Study Update 381

Sponsor: Curtis Gardner, Mayor Pro Tem

Laura Perry, Deputy City Manager / Rachel Allen, Manager of Client Services, City Attorney

Outside Speakers: Gena Buhler, Associate Principal, Theatre Projects / Chris Wineman, Principal, Semple Brown

Estimated time: 45 mins

7.b Establishing Sister Cities Relationship Between City of Aurora and Chihuahua, Mexico (Resolution) 465

Sponsor: Juan Marcano, Council Member

Ricardo Gambetta, Manager of Office of International and Immigrant Affairs / Kimberly Skaggs, Assistant City Attorney

Outside Speaker: Karlyn Shorb, Executive Director, Aurora Sister Cities International / Ana Valles, Co-Chair, Aurora-Mexico Sister City Committee

Estimated time: 20 mins

7.c Rules of Order and Procedure: Voting Conflicts of Interest (Resolution) 484

Sponsor: Ruben Medina, Council Member

Daniel Brotzman, City Attorney / Jack Bajorek, Deputy City Attorney

Estimated time: 10 mins

8. CALL-UPS OF COUNCIL POLICY COMMITTEE ITEMS

9. MISCELLANEOUS ITEMS

10. ITEMS REMOVED FROM THE AGENDA, IF ANY

CITY OF AURORA
Council Agenda Commentary

Item Title: Interview and Appointment Schedule for Civil Service Commission Vacancy	
Item Initiator: Kadee Rodriguez, City Clerk	
Staff Source/Legal Source: Kadee Rodriguez, City Clerk / Dave Lathers, Senior Assistant City Attorney	
Outside Speaker: N/A	
Council Goal: 2012: 4.0--Create a superior quality of life for residents making the city a desirable place to live and work	

COUNCIL MEETING DATES:

Study Session: 3/6/2023

Regular Meeting: N/A

ITEM DETAILS:

Kadee Rodriguez, City Clerk / Dave Lathers, Senior Assistant City Attorney
Estimated time: 5 minutes

ACTIONS(S) PROPOSED ***(Check all appropriate actions)***

☐ Approve Item and Move Forward to Study Session

☒ Approve Item as proposed at Study Session

☐ Approve Item and Move Forward to Regular Meeting

☐ Approve Item as proposed at Regular Meeting

☒ Information Only

☐ Approve Item with Waiver of Reconsideration
Reason for waiver is described in the Item Details field.

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: N/A

Policy Committee Date: N/A

Action Taken/Follow-up: ***(Check all that apply)***

☐ Recommends Approval

☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation

☐ Recommendation Report Attached

☐ Minutes Attached

☐ Minutes Not Available

HISTORY ***(Dates reviewed by City council, Policy Committees, Boards and Commissions, or Staff. Summarize pertinent comments. ATTACH MINUTES OF COUNCIL MEETINGS, POLICY COMMITTEES AND BOARDS AND COMMISSIONS.)***

The Civil Service Commission is composed of five (5) members appointed by City Council. Each member is appointed for a term of three (3) years, and may only serve three (3) consecutive terms.

City Council has sole discretion and final approval concerning appointments. Council may choose to initiate an interview regimen **or** reappoint members seeking to serve another term.

ITEM SUMMARY ***(Brief description of item, discussion, key points, recommendations, etc.)***

The Civil Service Commission has 1 current vacancy.

- Harold Johnson – Resigned December 2022

Appointment Schedule:

- January and February - The vacancy is advertised (as of Jan 12th). Applications are screened to determine if they meet the minimum qualifications.
- February 27th - Council determines the number of applicants to be interviewed during a regular council meeting.
- Applications are reviewed and ranked by each Council Member.
- Criminal background checks are conducted on each applicant to be interviewed.
- March 6th - City Council interviews the candidates during a study session.
- March 13th - City Council appoints members during a regular council meeting.

QUESTIONS FOR COUNCIL

Interview Schedule

LEGAL COMMENTS

All appointments shall be for a three-year period. No person may serve more than three consecutive terms. Commissioners shall be selected and appointed by a majority vote of the city council. All members of the civil service shall serve at the pleasure of council and may be removed at any time, with or without cause, upon an affirmative vote of eight members of city council. (Code 1979, § 8-111; Ord. No. 2017-01, § 1, 1-23-2017; Ord. No. 95-53, exhibit A (§ 8-111), 9-11-1995)

TO: Mayor and Council Members

FROM: Kadee Rodriguez, City Clerk

DATE: March 3, 2023

RE: Civil Service Commission – Interview Process

Schedule

Interview date: March 6, 2022

Start time: 5:00 pm

Estimated time for each interview: 30 minutes

Estimated time for interview process: 1.5 hours

Process

1. **Applicant Introduction** – The candidate will have 2 minutes to introduce themselves and explain why they are interested in serving on the Commission.

2. **Interview Questions** – There will be 10 questions asked to each candidate and Council Members will rotate asking questions in alphabetical order. There will be 2 minutes allotted for each question.
    - A list of proposed questions from previous interviews will be provided but Council is more than welcome to ask any question. Please ask the same questions of each candidate.

3. **Final Comments** – The candidate will be given 1 minute to provide any final comments they would like to make. They can also provide clarification or an explanation of anything that came up on their background report.

**City Code, Chapter 120, Article III – Civil Service Commission Appointment, Terms and Service*: https://aurora.municipal.codes/Code/102_ArtIII

Civil Service Commission
Interview Schedule

Candidate #1	**5:00 PM** Introduction Question 1 CM Bergan Question 2 CM Coombs Question 3 MPT Gardner Question 4 CM Jurinsky Question 5 CM Lawson Question 6 CM Marcano Question 7 CM Medina Question 8 CM Murillo Question 9 CM Sundberg Question 10 CM Zvonek Final Comments
Candidate #2	**5:30 PM** Introduction Question 1 CM Bergan Question 2 CM Coombs Question 3 MPT Gardner Question 4 CM Jurinsky Question 5 CM Lawson Question 6 CM Marcano Question 7 CM Medina Question 8 CM Murillo Question 9 CM Sundberg Question 10 CM Zvonek Final Comments

Civil Service Commission
Interview Schedule

Candidate #3	Introduction Question 1 CM Bergan Question 2 CM Coombs Question 3 MPT Gardner Question 4 CM Jurinsky Question 5 CM Lawson Question 6 CM Marcano Question 7 CM Medina Question 8 CM Murillo Question 9 CM Sundberg Question 10 CM Zvonek Final Comments	**6:00 PM**

CITY OF AURORA
Council Agenda Commentary

Item Title: Consideration to Reappoint One (1) Member to the Election Commission	
Item Initiator: Scott Irvin, Election Commission Chair	
Staff Source/Legal Source: Kadee Rodriguez, City Clerk/Dave Lathers, Senior Assistant City Attorney	
Outside Speaker: N/A	
Council Goal: 2012: 4.3--Be responsive to citizen's concerns and questions to create a shared sense of community	

COUNCIL MEETING DATES:

Study Session: 3/6/2023

Regular Meeting: 3/13/2023

ITEM DETAILS *(Click in highlighted area below bullet point list to enter applicable information.)*

- Agenda long title
- Waiver of reconsideration requested, and if so, why
- Sponsor name
- Staff source name and title / Legal source name and title
- Outside speaker name and organization
- Estimated Presentation/discussion time for Study Session

Kadee Rodriguez, City Clerk / Dave Lathers, Senior Assistant City Attorney

ACTIONS(S) PROPOSED *(Check all appropriate actions)*

☐ Approve Item and Move Forward to Study Session

☐ Approve Item as proposed at Study Session

☒ Approve Item and Move Forward to Regular Meeting

☐ Approve Item as proposed at Regular Meeting

☐ Information Only

☐ Approve Item with Waiver of Reconsideration
Reason for waiver is described in the Item Details field.

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: N/A

Policy Committee Date: N/A

Action Taken/Follow-up: ***(Check all that apply)***

☐ Recommends Approval

☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation

☐ Recommendation Report Attached

☐ Minutes Attached ☐ Minutes Not Available

HISTORY *(Dates reviewed by City council, Policy Committees, Boards and Commissions, or Staff. Summarize pertinent comments. ATTACH MINUTES OF COUNCIL MEETINGS, POLICY COMMITTEES AND BOARDS AND COMMISSIONS.)*

The Election Commission is a nonpartisan commission that discusses and makes recommendations regarding ward boundaries and other topics related to municipal elections, as requested from City Council. The Commission establishes precincts and appoints election judges, when applicable, as provided by the Colorado Municipal Election Law. In the case of a tie vote on the election for any city office or ballot issue, the Commission determines by lot the person or persons who shall be elected or the outcome of the ballot question.

The Election Commission consists of five (5) members appointed by the Aurora City Council. The term length is four (4) years and members may serve up to two (2) terms.

ITEM SUMMARY *(Brief description of item, discussion, key points, recommendations, etc.)*

The Election Commission currently has one (1) vacancy. The Commission received 2 applications and interviews were conducted on January 18, 2023.

Among the applicants were:
William McCartin
Mohammad Faisal

Upon conducting interviews, the Election Commission respectfully recommends the reappointment of the following candidate:

William McCartin – 2nd term beginning on 1/1/2023 and ending on 12/31/2026

FISCAL IMPACT

Select all that apply. (If no fiscal impact, click that box and skip to "Questions for Council")

☐ Revenue Impact ☐ Budgeted Expenditure Impact ☐ Non-Budgeted Expenditure Impact
☐ Workload Impact ☒ No Fiscal Impact

REVENUE IMPACT
Provide the revenue impact or N/A if no impact. (What is the estimated impact on revenue? What funds would be impacted? Provide additional detail as necessary.)

N/A

BUDGETED EXPENDITURE IMPACT
Provide the budgeted expenditure impact or N/A if no impact. (List Org/Account # and fund. What is the amount of budget to be used? Does this shift existing budget away from existing programs/services? Provide additional detail as necessary.)

N/A

NON-BUDGETED EXPENDITURE IMPACT
Provide the non-budgeted expenditure impact or N/A if no impact. (Provide information on non-budgeted costs. Include Personal Services, Supplies and Services, Interfund Charges, and Capital needs. Provide additional detail as necessary.)

N/A

WORKLOAD IMPACT
Provide the workload impact or N/A if no impact. (Will more staff be needed or is the change absorbable? If new FTE(s) are needed, provide numbers and types of positions, and a duty summary. Provide additional detail as necessary.)

N/A

QUESTIONS FOR COUNCIL

Does the City Council wish to reappoint William McCartin to the Election Commission?

LEGAL COMMENTS

The Election Commission consists of 5 members appointed by City Council to staggered four year terms. The members of the Election Commission shall be regisgtered electors of the City. They shall not currently hold any elective office, be employed by the City, or be candidates for elective office. (Article 2-2 of the City Charter)(Lathers)

MEMORANDUM

TO:	Mayor Coffman and Members of City Council
FROM:	Scott Irvin, Chair, Aurora Election Commission
THROUGH:	Tristen Sheptock, City Clerk Analyst
DATE:	January 24, 2023
SUBJECT:	Reappointment to the Aurora Election Commission

Board or Commission: Aurora Election Commission
Number of Vacancies: One

Interview Information

Date of Interviews: January 18, 2023

Names of Applicants: William McCartin, Mohammad Faisal

Applicants Interviewed: William McCartin, Mohammad Faisal

Recommendation

Suggested Reappointment: William McCartin

Summary: The Aurora Election Commission unanimously supports William "Bill" McCartin for reappointment as a commissioner. All members of the Commission have been able to work with Bill and are familiar with his dedication to the City of Aurora and the passion for fair elections. Mr. McCartin upholds the values of nonpartisanship and is always willing to discuss and work with any member of the commission regardless of any affiliation. As Chair of the Aurora Election Commission, I personally would feel out of place without Bill on our team; he has served with me as Vice Chair with excellence, and it would be difficult to replace the same level of expertise. Mr. McCartin serves with integrity and brings a thoughtful balance to the many perspectives of ambiguity and points of view that come into question before our sessions. He does not make decisions carelessly but rather demonstrates a thorough analysis to each item that is discussed. He demonstrated the ability to deal with conflict, speak to the public and have the time to be engaged with the commission.

The Aurora Election Commission wholeheartedly supports the reappointment of William McCartin as a Member on the Aurora Election Commission.

Date Received: 12/01/2022

Registered Voter & Resident of Aurora

09/12/2021 Ward: 6 County: Arapahoe

Tristen Sheptock

Name

faisal, mohammad

Board Name

Election Commission

Position

Ward 6

Email

[redacted]

Address

[redacted]

Resume

Mohammad Mahbub Ali_Faisal_Resume.pdf

PERSONAL INFORMATION

Date of Birth

[redacted]

Home Phone Number

[redacted]

Work Phone Number

[redacted]

How long have you lived in Aurora?

6 mnths

Are you registered to vote?

Yes

EDUCATION

Years of Education Completed

1998

Degree(s) Received

Masters of Business

College(s) Attended

National University of Bangladesh

EMPLOYMENT

Employer Name

No

Employer Address

No

Current Position

No

Years with Current Employer

No

Work Experience

Emirates airlines and Turkish airlines. VSPC worker in Arapahoe county

Certification(s)

Public speaking for Leadership from African Leadership Group (ALG).

COMMUNITY INVOLVEMENT AND PERSONAL INTERESTS

How are you involved in your community?

I am executive member of Bangladesh Association of Colorado and vice chair of Colorado Bangladesh Chambers of Commerce.Advocacy member of Cross colorado disability coalition (CCDC)

List your interests and activities.

Social.Cultural and Charity

Do you presently serve in any other appointed position on a board, commission or committee?

No

If yes, enter the board name and position

no

Are you currently a member and seeking reappointment on the board you are applying for?

No

Why do you desire this appointment?

Back in my country I was involved with national and local election process and also involved with City of Centennial election commission appointed for 3 years terms, but recently I moved to Aurora city.

How much time do you anticipate being able to spend on this appointment each month?

10 hrs

CONFLICT OF INTEREST

Do you have any conflicts of interest that should be disclosed?

No

If yes, please explain

no

REFERENCES

Reference 1: Full Name, Phone Number and Address

P K kaiser [redacted]

Reference 2: Full Name, Phone Number and Address

Ruby Dickson [redacted]

Reference 3: Full Name, Phone Number and Address

Jessica Campbell Swsanson [redacted]

How did you hear about us?

News Aurora (water bill newsletter)

Date Received: 12/01/2022

Registered Voter & Resident of Aurora

09/12/2021 Ward: 6 County: Arapahoe

Tristen Sheptock

MOHAMMAD MAHBUB ALI FAISAL

[redacted]

SUMMARY

CAREER OBJECTIVES: Ready to accept any kind of challenges on the way to be a good executive in this highly competitive job market with a blend of hard working spirit. Dynamic sales executive, leader and consultant with 15+ years of combined experience boosting revenues, growing market share and expanding territories for a wide range of organizations. Skilled in building top-performing sales forces via development and rollout of comprehensive training programs, providing staff with the knowledge, resources, strategies and motivation to surpass objectives. Accomplished in the cultivation of productive relationships that result in new business, top brand loyalty and enhancements in competitive performance.

SKILLS

- Client relationship management
- Revenue generation strategies
- Team development
- Sales Forecasting
- Sales development

EXPERIENCE

TURKISH AIRLINES

Senior Sales 09/2012 to 09/2014

- Core Responsibilities: Customer Handling (Reservation, booking modify, revalidation re-issuing ticket).
- Calculate Fare and offer as customer needs.
- Issuing interline and online tickets.
- Service provided to First /Business class and Gold members.
- Action to the mailbox.
- Reply all emails.
- To assist corporate sales executive for smooth service to corporate To Check every operational and update news and keep track of the action.
- Prepare and send invitations to trade partners for any sales related event/briefing.
- Maintain the records of deportees on a daily basis.
- Apply for a commercial visa other than EKH related.
- Assist the pricing officer in his daily job by applying GYM for any group movement and reply to pricing inquiries.
- Monitoring revenue contribution of low performing travel agents and do telesales call to have incremental revenue.
- Distribution of circulars to trade partners with coordination with the sales team.
- To assist corporate sales executives for smooth service to corporate.
- Prepare and send invitations to trade partners for any sales related event/briefing.
- Drafting of Monthly Sales Report to Sales Manager.
- Taking meeting minutes for the sales meeting.
- Other miscellaneous reports as & when required.
- Liaise with corporate advertisement farms for marketing development.

EMIRATES

Services Agent 01/2005 to 08/2012

EDUCATION AND TRAINING

MASTERS: MANAGEMENT 01/1998
National University of Bangladesh

BBA 01/1994
Tejgaon College, Bangladesh, Bangladesh

GED 01/1992
Dhaka City College, Bangladesh, Bangladesh

10TH GRADE 01/1989
Gonobhovon Govt. High School, Dhaka, Bangladesh

PERSONAL INFORMATION

Date of Birth: April 02,1973,
Interest: Traveling and reading is my most favorite hobby. A connoisseur of Sports and Music. Watching international and local news is also a favorite way to spend leisure.
Love to engage with Community activities like charity, cultural or political activities.

REFERENCES

REFERENCES: 1.Quazi Begum Pharmacist (Kaiser Permanente) (303) 929-4880 (cell)
2.Abdulla Zubair (Founder & CEO) (571) 277 3576 (Cell)

LANGUAGES

Fluent in both Bengali and English in writing, reading and speaking.
Hindi And Urdu Can Understand and Speaking.

Election Commission

Applicant Package - Ward 6

Election Commission - Ward 6

Term:01 Jan 2023 - 31 Dec 2026
Positions Available: 1

Number of applicants in this package: 1

- McCartin, William

Date Received: 12/01/2022

Registered Voter & Resident of Aurora

06/18/2008 Ward: 6 County: Arapahoe

Tristen Sheptock

Name : McCartin, William

Address :[redacted]

Email [redacted]

Board Name : Election Commission

Date of Birth :[redacted]

Home Phone Number [redacted]

Work Phone Number :NA

How long have you lived in Aurora? :14 years

Are you registered to vote? :

Yes

Years of Education Completed :12+

Degree(s) Received :na

College(s) Attended : Aims College

Employer Name : Retired

Employer Address :na

Current Position :na

Years with Current Employer :na

Work Experience :na

Certification(s) :na

How are you involved in your community? :
Member of Aurora Election Commission, Member of Arapahoe Redistricting Commission, Former member of Aurora Youth Commission

List your interests and activities. : History, Politics, Trains

Do you presently serve in any other appointed position on a board, commission or committee? :

Yes

If yes, enter the board name and position :
Aurora Elections Vice Chair Arapahoe Redistricting Commission

Are you currently a member and seeking reappointment on the board you are applying for? :

Yes

Why do you desire this appointment? :
I believe there is still work to be done and my knowledge and experience would be useful to the Selection Commission

How much time do you anticipate being able to spend on this appointment each month? :
10 Hrs

Do you have any conflicts of interest that should be disclosed? :

No

If yes, please explain :na

Reference 1: Full Name, Phone Number and Address :
Francoise Bergan [redacted]

Reference 2: Full Name, Phone Number and Address :
Joe D'Agosta [redacted]

Reference 3: Full Name, Phone Number and Address :
Lori Gimelshteyn [redacted]

How did you hear about us? :

Other

By clicking APPLY and submitting this application, I certify that the forgoing information is true and correct :
William Lee McCartin

Time of Submission :12/01/22 2:57:33 PM

Attachments:

- Election Commission.pdf

Accomplishments on Election Commission
Worked on Campaign Finance
Accomplished Ward Realignment

CITY OF AURORA
Council Agenda Commentary

Item Title: Consideration to Reappoint One (1) Member to the Career Service Commission	
Item Initiator: Ted Baird, Chair, Career Service Commission	
Staff Source/Legal Source: Kadee Rodriguez, City Clerk / Dave Lathers, Senior Assistant Attorney	
Outside Speaker: N/A	
Council Goal: 2012: 5.3--Aggressively pursue primary job attraction, retention and expansion	

COUNCIL MEETING DATES:

Study Session: 3/6/2023

Regular Meeting: 3/13/2023

ITEM DETAILS *(Click in highlighted area below bullet point list to enter applicable information.)*

- Agenda long title
- Waiver of reconsideration requested, and if so, why
- Sponsor name
- Staff source name and title / Legal source name and title
- Outside speaker name and organization
- Estimated Presentation/discussion time for Study Session

Kadee Rodriguez, City Clerk / Dave Lathers, Senior Assistant City Attorney

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ACTIONS(S) PROPOSED *(Check all appropriate actions)*

☐ Approve Item and Move Forward to Study Session

☐ Approve Item as proposed at Study Session

☒ Approve Item and Move Forward to Regular Meeting

☐ Approve Item as proposed at Regular Meeting

☐ Information Only

☐ Approve Item with Waiver of Reconsideration
Reason for waiver is described in the Item Details field.

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: N/A

Policy Committee Date: N/A

Action Taken/Follow-up: ***(Check all that apply)***

☐ Recommends Approval

☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation

☐ Recommendation Report Attached

☐ Minutes Attached ☐ Minutes Not Available

HISTORY *(Dates reviewed by City council, Policy Committees, Boards and Commissions, or Staff. Summarize pertinent comments. ATTACH MINUTES OF COUNCIL MEETINGS, POLICY COMMITTEES AND BOARDS AND COMMISSIONS.)*

The purpose of the Career Service Commission is to hear and determine appeals made by an aggrieved employee pursuant to the rules and regulations of the Charter and Ordinances of the City.

The Career Service Commission consists of five (5) members appointed by the Aurora City Council. The term length is six (6) years and members may serve up to two (2) terms.

ITEM SUMMARY *(Brief description of item, discussion, key points, recommendations, etc.)*

The Career Service Commission currently has two (2) vacancies. The Commission received one (1) application and the interview was conducted on February 6, 2023. The Career Service Commission meets on a as needed basis. Garland Osborne's term expired 7/31/2022. The Commission will be reconvening to hear new cases, and therefore wishes to fill the term that was left vacant in 2022.

Among the applicants were:
Garland Osborne

Upon conducting interviews, the Career Service Commission respectfully recommends the reappointment of the following candidate:

Garland Osborne – 2nd term beginning 8/1/2022 and ending on 7/31/2028

FISCAL IMPACT

Select all that apply. (If no fiscal impact, click that box and skip to "Questions for Council")

☐ Revenue Impact ☐ Budgeted Expenditure Impact ☐ Non-Budgeted Expenditure Impact
☐ Workload Impact ☒ No Fiscal Impact

REVENUE IMPACT
Provide the revenue impact or N/A if no impact. (What is the estimated impact on revenue? What funds would be impacted? Provide additional detail as necessary.)

N/A

BUDGETED EXPENDITURE IMPACT
Provide the budgeted expenditure impact or N/A if no impact. (List Org/Account # and fund. What is the amount of budget to be used? Does this shift existing budget away from existing programs/services? Provide additional detail as necessary.)

N/A

NON-BUDGETED EXPENDITURE IMPACT
Provide the non-budgeted expenditure impact or N/A if no impact. (Provide information on non-budgeted costs. Include Personal Services, Supplies and Services, Interfund Charges, and Capital needs. Provide additional detail as necessary.)

N/A

WORKLOAD IMPACT
Provide the workload impact or N/A if no impact. (Will more staff be needed or is the change absorbable? If new FTE(s) are needed, provide numbers and types of positions, and a duty summary. Provide additional detail as necessary.)

N/A

QUESTIONS FOR COUNCIL

Does Council wish to reappoint Garland Osborne to the Career Service Commission?

LEGAL COMMENTS

Article 9-3 of the City Charter establishes a Career Service Commission of five (5) civic-minded registered electors who have been residents of the City for at least one year to serve a six-year term hearing appeals made by aggrieved employees in the administrative service who have been suspended or dismissed. Pursuant to Section 102-31(c), of the City Code their power is the review of disciplinary action. The Commission may affirm, reverse, or modify, though not increase, imposed discipline.

City of Aurora

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MEMORANDUM

TO: Mayor Coffman and Members of City Council

FROM: Ted Baird, 2023 Chairperson, Career Service Commission

THROUGH: Tristen Sheptock, City Clerk Analyst

DATE: February 6, 2023

SUBJECT: Re- Appointment to the Career Service Commission

Board or Commission: Career Service Commission

Number of Vacancies: 2

Summary:
Garland Osborne's term has expired, and he is requesting to be re-appointed to the Career Service Commission. Mr. Osborne takes his role on the commission very seriously and continues to demonstrate strong values regarding honesty, integrity and accountability and is committed to this commission. He has been diligent in his role in reviewing materials prior to the disciplinary hearings and his observance of witness testimonies. These qualities are a tremendous asset to this Commission. Mr. Osborne's abilities are reflected in his desire for fair and equitable treatment for all employees and his desire to follow the rules in place for disciplinary hearings.

All three (3) of the current members on the Career Service Commission voted unanimously to support the re-appointment of Garland Osborne to the Career Service Commission.

Career Service

Commission Applicant

Package - Ward 5

Career Service Commission - Ward 5

Term: 01 Aug 2023 - 31 Jul 2029
Positions Available: 1

Number of applicants in this package: 1

- Osborne, Garland

Date Received: 02/02/2023

Registered Voter & Resident of Aurora

10/07/1993 Ward: 5 County: Arapahoe

Tristan Sheptock

Name : Osborne, Garland

Address :[redacted]

Email [redacted]

Board Name : Career Service Commission

Date of Birth :
[redacted]

Home Phone Number :
[redacted]

Work Phone Number :
[redacted]

How long have you lived in Aurora? :
30 Years

Are you registered to vote? :

Yes

Years of Education Completed :
11

Degree(s) Received :
BA/MA

College(s) Attended :
Adams State College, Colorado University, University of Northern Colorado

Employer Name :
Denver Public Schools

Employer Address :
N/A

Current Position :
Retired

Years with Current Employer :
Retired

Work Experience :
Retired

Certification(s) :
Retired

How are you involved in your community? :
Church and other Social Activites

List your interests and activities. :
Wood Crafts

Do you presently serve in any other appointed position on a board, commission or committee? :

No

If yes, enter the board name and position :
N/A

Are you currently a member and seeking reappointment on the board you are applying for? :

Yes

Why do you desire this appointment? :
Serve the Aurora Community

How much time do you anticipate being able to spend on this appointment each month? :
10 Hours

Do you have any conflicts of interest that should be disclosed? :

No

If yes, please explain :
N/A

Reference 1: Full Name, Phone Number and Address :
Ericka Richardson,[redacted]

Reference 2: Full Name, Phone Number and Address :
Donald Rice, [redacted]

Reference 3: Full Name, Phone Number and Address :
N/A

How did you hear about us? :

Word of Mouth

By clicking APPLY and submitting this application, I certify that the forgoing information is true and correct :
Garland Osborne

Time of Submission :02/02/23 8:41:34 AM

Attachments:

- Garland Osborne_02012023_Reappointment.pdf

Date:	City of Aurora **APPLICATION FOR APPOINTMENT** PLEASE TYPE OR PRINT CLEARLY	Ward No.

Application kept for One Year. May Attach Resume.

Commissioner At Large	
Are you currently a member on this Board/Commission and requesting reappointment? [redacted]	

PERSONAL INFORMATION:

Garland A Osborne			30
[redacted]		[redacted]	[redacted]
[redacted]	[redacted]	[redacted]	[redacted]

EDUCATION: **Required to verify voter registration

11	BA/MA
Adams State College, Colorado University, University of Northern Colorado	

EMPLOYMENT:

Denver Public Schools	Educator	32 years
Retired	;NA	

Church and other social activities

DO YOU PRESENTLY SERVE IN ANY OTHER APPOINTED POSITION ON A BOARD, COMMISSION OR COMMITTEE?	No
If yes, what position:	

CONFLICT OF INTEREST:

DO YOU HAVE ANY CONFLICTS OF INTEREST THAT SHOULD BE DISCLOSED?	No
If yes, please explain:	

INTERESTS/ACTIVITIES:

Wood crafts

WHY DO YOU DESIRE THIS APPOINTMENT?

Serve the Aurora Community

10 hours

PLEASE GIVE THREE REFERENCES:

Ericka Richardson	Address:	[redacted]
Donald Rice	Address:	[redacted]

Stephanie Worrell	Address:	[redacted]

I certify that the foregoing information is true and correct.

Garland A Osborne
(Volunteer's name printed) **(Volunteer's signature)** 2/1/2023 **(Date)**

How did you hear about us:	
Newspaper: ____________ News Aurora (water bill newsletter) Channel 8 Word of Mouth Other: _____	

FOR OFFICE USE ONLY:

Date Received: _______________ **Excel Entry Date:** _______________ **Initials:** __________	**Registered Voter:** ___ Yes ___ No ____ N/A **County:** _____ **As of:** _______________ **Volunteer Agreement Signed?:** ___ Yes ___ No

Date Interviewed:	**Comments:**	**Appointed?**
Date Interviewed:	**Comments:**	**Appointed?**
Date Interviewed:	**Comments:**	**Appointed?**
Date Postcard Sent:	**Response:**	
Date Postcard Sent:	**Response:**	

CITY OF AURORA
Council Agenda Commentary

Item Title: Consideration to Appoint Two (2) Members and Reappoint One (1) Member to the Aurora Immigrant and Refugee Commission	
Item Initiator: Roberto Venegas, Deputy City Manager	
Staff Source/Legal Source: Kadee Rodriguez, City Clerk / Dave Lathers, Senior Assistant City Attorney	
Outside Speaker: N/A	
Council Goal: 2012: 4.4--Strenghten and build effective partnerships with the city's diverse community; and celebrate and appreciate diversity	

COUNCIL MEETING DATES:

Study Session: 3/6/2023

Regular Meeting: 3/13/2023

2nd Regular Meeting (if applicable): N/A

Item requires a Public Hearing: ☐ Yes ☒ No

ITEM DETAILS *(Click in highlighted area below bullet point list to enter applicable information.)*

- Agenda long title
- Waiver of reconsideration requested, and if so, why
- Sponsor name
- Staff source name and title / Legal source name and title
- Outside speaker name and organization
- Estimated Presentation/discussion time for Study Session

Kadee Rodriguez, City Clerk / Dave Lathers, Senior Assistant City Attorney

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ACTIONS(S) PROPOSED *(Check all appropriate actions)*

☐ Approve Item and Move Forward to Study Session

☐ Approve Item as proposed at Study Session

☒ Approve Item and Move Forward to Regular Meeting

☐ Approve Item as proposed at Regular Meeting

☐ Information Only

☐ Approve Item with Waiver of Reconsideration
Reason for waiver is described in the Item Details field above.

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: N/A

Policy Committee Date: N/A

Action Taken/Follow-up: ***(Check all that apply)***

☐ Recommends Approval

☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation

☐ Recommendation Report Attached

☐ Minutes Attached

☐ Minutes Not Available

HISTORY *(Dates reviewed by City council, Policy Committees, Boards and Commissions, or Staff. Summarize pertinent comments. ATTACH MINUTES OF COUNCIL MEETINGS, POLICY COMMITTEES AND BOARDS AND COMMISSIONS.)*

The Aurora Immigrant & Refugee Commission (AIRC) promotes the integration of the local immigrant and refugee communities into Aurora's civic, economic and cultural life.

The AIRC consists of eleven (11) voting members appointed by the Aurora City Council. The term length is two (2) years and members may serve up to three (3) terms.

ITEM SUMMARY *(Brief description of item, discussion, key points, recommendations, etc.)*

The AIRC currently has three (3) vacancies. The Commission received four (4) applications and interviews were conducted on February 13th, 2023.

Among the applicants were:
Salvador Cruz
Ruthanne Orihuela
Komi Akpolo
Colleen Jennings

Upon conducting interviews, the AIRC respectfully recommends the appointment and reappointment of the following candidates:

Komi Akpolo – 1st term beginning 2/1/2023 and ending on 1/31/2025
Ruthanne Orihuela – 1st term beginning 2/1/2023 and ending on 1/31/2025
Salvador Cruz – 2nd term beginning on 2/1/2023 and ending on 1/31/2025

FISCAL IMPACT

Select all that apply. (If no fiscal impact, click that box and skip to "Questions for Council")

☐ Revenue Impact ☐ Budgeted Expenditure Impact ☐ Non-Budgeted Expenditure Impact
☐ Workload Impact ☒ No Fiscal Impact

REVENUE IMPACT
Provide the revenue impact or N/A if no impact. (What is the estimated impact on revenue? What funds would be impacted? Provide additional detail as necessary.)

N/A

BUDGETED EXPENDITURE IMPACT
Provide the budgeted expenditure impact or N/A if no impact. (List Org/Account # and fund. What is the amount of budget to be used? Does this shift existing budget away from existing programs/services? Provide additional detail as necessary.)

N/A

NON-BUDGETED EXPENDITURE IMPACT
Provide the non-budgeted expenditure impact or N/A if no impact. (Provide information on non-budgeted costs. Include Personal Services, Supplies and Services, Interfund Charges, and Capital needs. Provide additional detail as necessary.)

N/A

WORKLOAD IMPACT

Provide the workload impact or N/A if no impact. (Will more staff be needed or is the change absorbable? If new FTE(s) are needed, provide numbers and types of positions, and a duty summary. Provide additional detail as necessary.)

N/A

QUESTIONS FOR COUNCIL

Does Council wish to appoint Ruthanne Orihuela and Komi Akpolo and reappoint Salvador Cruz to the Aurora Immigrant and Refugee Commission?

LEGAL COMMENTS

There shall be a good faith effort made to have the membership of the Aurora Immigrant and Refugee Commission fully represent the diversity of the immigrant and refugee community. The Commission shall consist of 11 members who are residents of the City of Aurora. (Section 2-878 of the City Code) (Lathers)

MEMORANDUM

City of Aurora

Worth Discovering • auroragov.org

TO: Mayor Coffman & Members of City Council

THROUGH: Roberto Venegas, Deputy City Manager

FROM: Ricardo Gambetta, Manager Office of International & Immigrants Affairs

DATE: February 21, 2023

SUBJECT: AIRC Appointment

February 21, 2023

Dear Mayor Coffman & Members of City Council,

The Aurora Immigrant and Refugee Commission (AIRC) consists of eleven (11) voting members appointed by the Aurora City Council. AIRC has 3 open positions that need to be filled due to term expiration and resignation of previous members. After a series of outreach efforts by AIRC and OIIA, the City Clerk's office received 4 applications. The AIRC conducted interviews with the applicants on February 13, 2023. The AIRC members were very impressed with the applicants and they would like to recommend appointment and reappointment of 3 applicants for the current openings.

On behalf of the Chair of the Aurora Immigrant and Refugee Commission, we are recommending the City Council approve the following action:

Appointments and Reappointment of members:

1) **Reappointment of Salvador Cruz** was a previous AIR Commission member and he would like another term to participate and support the immigrant and refugee commission. He has a strong connection with the Salvadoran community and consulate in Aurora.

2) **Appointment of Ruthanne Orihuela** would be a great addition to the Commission because of her previous work with English Language Learners at CCD, and her volunteer work with newly arrived migrants in Denver. She lives in Aurora and wants to deepen her connection to supporting immigrants and refugees in this city. She also has experience living in another country and knows what it's like to need support in a different country.

3) **Appointment of Komi Akpolo** is an immigrant himself from Togo. Though he has only lived in Aurora for 11 months and doesn't have many community connections yet, he will be

able to connect with any Togo immigrants in the city and with the West African communities in Aurora.

Thank you for your consideration and please let me know if you have any questions or concerns.

Aurora Immigrant And Refugee Commission

Applicant Package - Ward 3

Aurora Immigrant And Refugee Commission - Ward 3

Term:01 Feb 2023 - 31 Jan 2025
Positions Available: 2

Number of applicants in this package: 1

- Cazun, Salvador

Date Received: 01/03/2023
Registered Voter & Resident of Aurora
12/07/2021 Ward: 3 County: Arapahoe
Tristan Sheptock

Name : Cazun, Salvador

Address :[redacted]

Email [redacted]

Board Name : Aurora Immigrant and Refugee Commission

Date of Birth :[redacted]

Home Phone Number :[redacted]

Work Phone Number :[redacted]

How long have you lived in Aurora? :4 years

Are you registered to vote? :

Yes

Years of Education Completed : All

Degree(s) Received : Bachelors Degree (Abroad)

College(s) Attended : Abroad

Employer Name : Littleton Public Schools

Employer Address :5776 S Crocker St, Littleton CO 80120

Current Position : Facilities Maintenance

Years with Current Employer :6

Work Experience :
Law Practice abroad. Volunteer member for more than 5 years in a non-profit "Salvadorenos Residiendo en Colorado, SARCO". Current member of the AIRC. Notary services in Notarios Salvadorenos, LLC.

Certification(s) :N/A

How are you involved in your community? :
For more than 7 years I have been volunteer and then member of the board of Non-profit SARCO, later then member of the AIRC and more recently, volunteer and Chair of the Sister Cities International of Aurora´s Committe for El Salvador.

List your interests and activities. :
Volunteering, outdoors, hiking, running, nature, movies, technology.

Do you presently serve in any other appointed position on a board, commission or committee? :

No

If yes, enter the board name and position :N/A

Are you currently a member and seeking reappointment on the board you are applying for? :

Yes

Why do you desire this appointment? :
I believe in the work that the AIRC does for our Immigrant and Refugee community.

How much time do you anticipate being able to spend on this appointment each month? :
An average of 1 or 2 days a week.

Do you have any conflicts of interest that should be disclosed? :

No

If yes, please explain :N/A

Reference 1: Full Name, Phone Number and Address :
Rene Mejia. [redacted]

Reference 2: Full Name, Phone Number and Address :
Jonatahans Ortiz. [redacted]

Reference 3: Full Name, Phone Number and Address :
William Pineda. [redacted]

How did you hear about us? :

Word of Mouth

By clicking APPLY and submitting this application, I certify that the forgoing information is true and correct :
Salvador Cazun

Time of Submission :01/03/23 12:34:12 PM

Attachments:

- Salvi Resume.pdf

Salvador Cazun

[redacted]

Personal Information

- [redacted]
- Place of Birth: El Salvador
- Status in the U.S.: American Citizen
- Title: Lawyer in El Salvador/Human Rights Lawyer.

Professional Summary

Personable worker and self-motivated team player with strong attention to detail. Maintains a high level of professionalism while providing consistent and quality service.

- Two Years of Internship as a Clerk and Counselor in the Family Court in El Salvador.
- One Year of Paralegal/Lawyer Assistant in a Law Firm in El Salvador.
- One Year as a Private Practice Lawyer in El Salvador.
- Six Years as a Directive and Spokeman of a Non-Profit Organization.
- Current member of the Aurora Immigrant and Refugee Commission.

Skills

- Multi-tasking
- Strong communication skills
- Strong interpersonal skills
- Strong leadership skills
- Self-starter
- Fast learner
- Bilingual (ENG/SPA)
- Office equipment skills

Work History

Internship, 02/2010 to 02/2012
Family Court – Sonsonate, El Salvador

- Six months as a Clerk.
- Eighteen months as a Counselor.

Paralegal/Lawyer Assistant, 03/2013 to 12/2014
Professional Buffette Law Firm – Sonsonate, El Salvador

- Manage and keep organized the cases files.
- Proceedings at the Courts, Procecution Office, Public Department of Law, etc.
- Clients Advisor.

Private Practice Lawyer, 01/2015 to 04/2016
Law Private Office & Associates – Ahuachapan, El Salvador.

- Legal Advisory.
- Represent clients at courts in all law matters.
- Public Notary.

Secretary and Tresury of a Non-Profit, 10/2016 to 05/2018
Salvadorenos Residiendo en Colorado, SARCO – Aurora, Colorado
- Keep records of the organization, write letters and annual informs.
- Manage the organization founds.

Maintenance and Operations, 03/2017 to Current
Littleton Public Schools, District #6 – Littleton, Colorado.
- Maintenance of facilities.
- Minor electrical, plumb and furniture repairs.
- Supervice custodial employees.
- Manage orders for maintenance and cleaning supplies.

Mayor´s Michael B. Hancock Ambassador, 07/2017 to 06/2018
- Represent the Mayor in City events.
- Organize events for the community.
- Community outreach.

Vicepresident of a Non-Profit, 06/2018 to Current.
Salvadorenos Residiendo en Colorado, SARCO – Aurora, Colorado
- Spokeman of the organization.
- Management of the Social Media.
- Management of events.

Legal Advisory for Salvadoran Matters, 01/2017 to Current
- Free legal advisory to Salvadorans (Based on Salvadoran Law).
- Ad-Honorem support to the Salvadoran consulate.

Member of the Aurora Immigrant and Refugee Commission, 09/2020 to Current
Aurora Municipal Center – Aurora, Colorado.
- Spread the word about the programs and benefits for the community.
- Support local businesses.
- Discuss and make decisions to support the immigrant and refugee community.

Education

High School Diploma: 2004
CENTRO ESCOLAR INSA - Santa Ana, El Salvador

Bachelor of Science and Humanities:
UNIVERSIDAD MODULAR ABIERTA - Sonsonate, El Salvador
Law, 2008 - 2012.
Human Rights, 2013.
Crimminology, 2014.
Oratory and Orality, 2015.

Personal References

Mike Coffman,
Mayor of the City of Aurora.
[redacted]

Christian Jimenez,
Deputy Director at Mayor's Office of Community Outreach, Denver, Colorado.
[redacted]

Ricardo Gambetta,
Director of the Office of International and Immigration Affairs, Aurora Colorado.
[redacted]

Jhonatahans Ortiz,
Consul of El Salvador.
[redacted]

Work References

Brian Ceriani,
Principal Assistant at Arapahoe High Sc[redacted]ool, Littleton, Colorado.
[redacted]

Jessica Slattery,
Principal at East Elementary School, Littleton, Colorado.
[redacted]

Rene Mejia,
Salvadorenos Residiendo en Colorado, SarCO´s President.
[redacted]

Sandra Marroquin,
Manager at Mi Pueblo Market.
[redacted]

Aurora Immigrant And Refugee Commission

Applicant Package - Ward 5

Aurora Immigrant And Refugee Commission - Ward 5

Term:01 Feb 2023 - 31 Jan 2025
Positions Available: 2

Number of applicants in this package: 1

- Akpalo, Komi

Registered Voter & Resident of Aurora
01/27/2021 Ward: 5 County: Arapahoe

Tristen Sheptock

Name : Akpalo, Komi

Address :[redacted]

Email :[redacted]

Board Name : Aurora Immigrant and Refugee Commission

Date of Birth :[redacted]

Home Phone Number :[redacted]

Work Phone Number :[redacted]

How long have you lived in Aurora? :11 months

Are you registered to vote? :

Yes

Years of Education Completed :16 Years

Degree(s) Received : Bachelor of Arts in Political Science.

College(s) Attended : Miami University of Ohio

Employer Name : United Airlines

Employer Address : South Wacker Dr | Chicago | Illinois

Current Position : Flight Attendant

Years with Current Employer :6

Work Experience :
French Speaking Flight Attendant | United Airlines Inc. - Washington, DC | 02/2016 - Current Representing a worldwide brand. Overseeing flight operation in a fast paced environment, while insuring for the safety of multiple passengers. Responsible for Customer Service on many domestic and international flights. General Intern | US Senate - Michael Bennet - Washington, DC | 08/2019 - 12/2019 Served as an intern for all areas of policy. My duties also included working closely with the senator as a stand in Special Assistant. Coordinated office activities to streamline operations and promote compliance with organizational policies. Kept reception area clean and organized to offer positive first impression to every visitor. General Manager | OLOJ Enterprises - Columbus, OH | 12/2009 - 01/2016 Managed a business grossing on average between $18,000 - 25,000 per week. Supervised new personnel training. Skills developed and enriched were: Human Resources, Customer Service, Staff Training and Management, Personnel Leadership, and Problem Solving. Oversaw the grand opening of a new store in Pataskala, Ohio. Oversaw the development of promotional programs to increase sales. Recruited all staff. Coordinated monthly budgets, managed profit and loss and consistently met desired margin targets. Encouraged, trained and disciplined employees to maximize performance. Research Associate | Costar Group Inc. - Washington, DC | 06/2014 - 02/2015 Outlined key research in documents, spreadsheets and reports. Used databases, physical records and digital resources to complete deep real estate research. Data Quality Assurance. Solved Client inquests and problems. Sales and product demonstration.

Certification(s) : None

How are you involved in your community? :

I am looking to get involved in the community. My family and I purchased our home in the city of Aurora last year. After taking some time to adjust and get comfortable in our home, I started looking for opportunities to get involved in the city of Aurora. I am now in my second year as a US grassroots referee. But I would like to do more.

List your interests and activities. :
Watching and Playing Soccer. Taking my daughter to Smoky Hill library for story time. Cooking at home and for my neighbors. US and World Politics. The Denver metro real estate market, as I am a realtor as well.

Do you presently serve in any other appointed position on a board, commission or committee? :

No

If yes, enter the board name and position :n/a

Are you currently a member and seeking reappointment on the board you are applying for? :

No

Why do you desire this appointment? :
I seek this appointment because I believe that different voices and subject matter knowledge is important. I myself am an immigrant from West Africa. I know first hand what is involved in relocating to a new country, as well as, what it takes to actually settle in said country. I would like to bring my perspective to the commission in other to help it become more effective in the decisions it makes.

How much time do you anticipate being able to spend on this appointment each month? :
I anticipate spending as much time as needed.

Do you have any conflicts of interest that should be disclosed? :

No

If yes, please explain :n/a

Reference 1: Full Name, Phone Number and Address :
Jennifer Gebhardt [redacted]

Reference 2: Full Name, Phone Number and Address :
Kendall Gebhardt [redacted]

Reference 3: Full Name, Phone Number and Address :
Adrienne Audet [redacted]

How did you hear about us? :

Word of Mouth

By clicking APPLY and submitting this application, I certify that the forgoing information is true and correct :
Komi Akpalo

Time of Submission :11/23/22 1:45:35 PM

Attachments:

KOMI M. AKPALO

HEADER

Seeking an entry level position in democratic politics on or off Capitol Hill

EDUCATION

MIAMI UNIVERSITY OF OHIO – BA POLITICAL SCIENCE, 2014

Founded The Miami University Handball Club Team – MAY 2012 - DEC 2013

Chaired The Miami University Club Funding Committee – AUG 2012 - DEC 2013

Student Body President at The Miami University John E. Dolibois European Center – Spring 2014

EXPERIENCE

FLIGHT ATTENDANT, UNITED AIRLINES. WASHINGTON DC – FEB 2016-PRESENT

Customer Service on many domestic and international flights. Representing a worldwide brand. Overseeing flight operation in a **fast paced environment**, while insuring for the safety of multiple passengers.

RESEARCH ASSOCIATE, COSTAR GROUP. WASHINGTON DC – JUN 2014- FEB 2015

Managing a portfolio of **top level clients**. Developed client relations, and retained top level clients. **Managed the weekly news and market analysis reports for my market**. Participated in the creation of a company wide recreational inclusion program.

GENERAL MANAGER, OLOJ ENTERPRISES. COLUMBUS, OHIO – DEC 2009- JAN 2016

Became Store Manager of a Little Caesars Grossing $15 to $20,000 a week at 18. **Supervised new personnel training**. Skills developed and enriched were: Human Resources, Customer Service, **Staff Training** and Management, Personnel Leadership, and Problem Solving. **Oversaw the grand opening** of a new store in Pataskala, Ohio. Oversaw the **Oversaw the development of promotional programs to increase sales. Recruited all staff**.

INTERNSHIP AND VOLUNTEER EXPERIENCE

PROGRAM COORDINATOR, REFUGEE CENTER. LUXEMBOURG CITY, LUXEMBOURG. – FEB TO MAY 2014

Trained, and Implemented youth programs and activities to allow refugees and asylum seekers to adapt to Luxembourg life. Served as an English tutor.

MENTOR, CAPITAL PARTNERS FOR EDUCATION. WASHINGTON DC – MAY 2018 TO FEB 2019

Mentoring, and organizing activities to aid the student in their goals and ambitions.

SOCIAL MEDIA COORDINATOR, ABDUL EL SAYED FOR MICHIGAN. REMOTE – JUN-JUL 2018

[redacted] [redacted] [redacted]

Took charge and participated in several social media outreach projects to promote the message of Michigan Democratic gubernatorial Candidate Abdul El Sayed.

LAW INTERN, GUINIGUNDO LAW LLC – JUN 2013- AUG 2013

Served as the in court intern for lawyer Billy Guinigundo in a fast paced environment. Assisted with pre-trial depositions and conferences. Helped organize and take notes.

LANGUAGES AND SKILLS

French - Native language fluent

Quantitative and Qualitative Data Analysis. Project Management. Event Planning. **Customer Service**. Problem Solving. Research driven mindset. **Public Speaking**.

Aurora Immigrant And Refugee Commission

Applicant Package - Ward 6

Aurora Immigrant And Refugee Commission - Ward 6
Term:01 Feb 2023 - 31 Jan 2025
Positions Available: 2

Number of applicants in this package: 1

- Orihuela, Ruthanne

Date Received: 12/01/2022

Registered Voter & Resident of Aurora

08/04/2010 Ward: 6 County: Arapahoe

Tristan Sheptock

Name : Orihuela, Ruthanne

Address :[redacted]

Email [redacted]

Board Name : Aurora Immigrant and Refugee Commission

Date of Birth :[redacted]

Home Phone Number :[redacted]

Work Phone Number :[redacted]

How long have you lived in Aurora? :12 years

Are you registered to vote? :

Yes

Years of Education Completed :22

Degree(s) Received :
Bachelor of Arts, Spanish (1999), Master of Arts, Spanish Linguistics (2001) (Doctor of Philosophy, Higher Education Student Affairs Leadership, anticipated May 2023)

College(s) Attended :
University of Idaho, University of Colorado at Boulder, Simon Fraser University, University of Northern Colorado

Employer Name : Colorado Department of Higher Education

Employer Address :1600 Broadway, Ste 2200 Denver, CO 80202

Current Position : Director of Credential Pathways and Prior Learning Initiatives

Years with Current Employer :3 months

Work Experience :
I have worked as a Spanish language and culture teacher at the collegiate level for 13 years, then served as academic dean for six years and provost/vice president for academic affairs at Community College of Denver from 2019 through September 2022, before starting my position at the Colorado Department of Higher Education.

Certification(s) :
IS 100 HE: Introduction to the Incident Command System for Higher Education IS 200: ICS for Single Resources and Initial Action Incidents ICS 100: Introduction to Incident Command System ICS 402: Incident Command System Overview for Executives/Senior Officials ICS 700: National Incident Management System (NIMS) G290: Basic Public Information Officer G291: Joint Information Systems/Joint Information Center Planning for Public Information Officers

How are you involved in your community? :

I am interested in supporting children and families' early access to information on postsecondary opportunities and funding. I provided a webinar in Spanish to the Mexican Consulate a couple of years ago regarding how to advocate for students' access to concurrent enrollment (college courses while in high school) to save students time to certificate or degree completion and to save them and their families money along the way. I give to the Cherry Creek School District Foundation and have participated on my children's schools' PASS committee in the past, though a focus on completing my dissertation has meant I have been less engaged these past few years. I am completing my PhD and am interested in giving back and becoming more engaged with my community.

List your interests and activities. :
I enjoy reading, baking, and travel with my husband and two children. I am passionate about sharing my knowledge of how to effectively navigate the k-20 pipeline with others.

Do you presently serve in any other appointed position on a board, commission or committee? :

No

If yes, enter the board name and position :N/A

Are you currently a member and seeking reappointment on the board you are applying for? :

No

Why do you desire this appointment? :
My husband is an immigrant from Mexico, and my mother was an immigrant to Canada from Germany. My maternal grandmother lost her Jewish husband in WWII and emigrated to Canada to start a new life with my mother, knowing no English. As a Spanish language and culture teacher, I am interested in and passionate about the immigrant experience for both personal and professional reasons. I was born in Canada but raised in the US (and am a U.S. citizen because my father was born in New York and applied for my birth abroad certificate). There is so much hope and so many challenges that accompany new immigrants to the United States. I would love the opportunity to support the ways Aurora leans into its responsibility to the many, many residents who are immigrants. Aurora is a diverse city, but we have to work to ensure we are inclusive and welcoming. I would like to lend my talents, knowledge, and passion to these efforts.

How much time do you anticipate being able to spend on this appointment each month? :
3-5 hours per month

Do you have any conflicts of interest that should be disclosed? :

No

If yes, please explain :N/A

Reference 1: Full Name, Phone Number and Address :
Gillian McKnight-Tutein [redacted]

Reference 2: Full Name, Phone Number and Address :
Debbie McLaughlin [redacted]

Reference 3: Full Name, Phone Number and Address :
Patty Davies [redacted]

How did you hear about us? :

Other

By clicking APPLY and submitting this application, I certify that the forgoing information is true and correct :
Ruthanne Keenan Orihuela

Time of Submission :12/01/22 3:00:49 PM

Attachments:

- 2022 CV Ruthanne Keenan Orihuela.pdf

Ruthanne Keenan Orihuela

[redacted]

Professional Summary

A passionate, self-aware academic administrator committed to building relationships and strategies for improved community engagement. An innovative leader with a collaborative leadership style, excellent interpersonal and organizational skills, and a commitment to engaging community members in conversations around equity, inclusion, improved outcomes, service, and support. Over twenty years of higher education teaching, management, and leadership experience.

Education

Ph.D. Higher Education Student Affairs Leadership
University of Northern Colorado *Greeley, CO*
Expected Graduation May 2023

Coursework completed toward M.A. Latin American Studies
Simon Fraser University *Burnaby, BC Canada*
Thesis research: Cuernavaca, Morelos, Mexico, Spring 2005

M.A. Spanish Linguistics
University of Colorado *Boulder, CO*
May 2001

B.A. Spanish
University of Idaho *Moscow, ID*
Minors: French, International Studies
Study Abroad: Quito, Ecuador, Academic Year 1997-1998
Study Abroad: San Sebastian, Spain, Fall 1995
May 1999

Professional Experience

Colorado Department of Higher Education *Denver, CO*
Director of Credential Pathways and Prior Learning Initiatives
October 2023-Present
Responsibilities

- Lead the implementation of Senate Bill 22-192, including the development of stackable credential pathways in multiple high-need, high-demand, high-value industries at scale

- In partnership with higher education academic leaders, develop a competency framework and process for evaluating the quality of nondegree credentials and their potential inclusion in degree pathways
- Develop and oversee processes for evaluating industry and other non-degree credentials and their inclusion in course transfer frameworks and stackable credential pathways
- Lead convenings of college and university faculty, employers, workforce experts, government agencies, and other stakeholders in the development and maintenance of credential evaluation processes and pathway construction
- Contribute to efforts across agencies and with external stakeholders to develop a learner/earner owned comprehensive record of competencies, skills, experience, and credentials
- Develop policies as needed for approval by the Colorado Commission on Higher Education
- Supervise program coordinators and oversee the work of consultants

Select Accomplishments:

- Convened the Stackable Credential Pathways Steering Committee, consisting of representatives from higher education, industry, government agencies, K-12, and students
- Developed a Request for Proposals to award COVID relief dollars to institutions of higher education to support the buildout of stackable credential pathways to get learner/earners into high wage, high value careers sooner.
- Created Industry Leadership Teams made up of stakeholders from higher education, K-12, industry, workforce, and government agencies to build out high quality stackable credential pathways in the high need, high demand, high wage industries of behavioral health, healthcare, education (including early childhood education), cybersecurity, and programmer/developer.

Community College of Denver *Denver, CO*

Provost & Vice President for Academic Affairs

May 2019-Present

Responsibilities

- Manage the college's Academic Affairs Division, providing vision, oversight and support for four academic centers as well as Excel! Zone for tutoring and digital literacy support, Teaching Learning Center, Confucius Institute, Office of Institutional Research and Planning, College Connections Office (concurrent enrollment, career and transfer), Foundational Skills Institute (offering adult basic education and ESL) and Office of the Provost personnel.
- Build and strengthen collaborative relationships and processes between the Academic Affairs, Enrollment Administration & Student Success, and Administrative Services divisions.
- Provide leadership and direct supervision for five academic deans across three campus locations as well as five directors and two additional Office of the Provost administrative leads.
- Serve as a member of the College's Executive Staff and as an active participant in the college's collaborative decision making model, providing guidance and leadership in strategic planning, program development and evaluation, and fiscal and operations planning.
- With the college's Accreditation Liaison Officer, prepare the college's accreditation report and evidence for the Higher Learning Commission four-year Open Pathways assurance review in December 2020.

- Strengthen existing partnerships and build new collaborative relationships with community organizations, business and industry.
- Manage an annual budget of $21,500,000, an annual operating budget of $1,300,000. Approve purchasing, service agreements, monthly budget variance, and budget reallocation processes.
- Collaborate with Colorado Community College System (CCCS) leadership to implement instructional initiatives in support of students and in alignment with System and College strategic plans.

Select Accomplishments:

- In 2021-22, led the Academic Affairs division in an academic program portfolio health assessment designed to improve student outcomes, increase instructional efficiencies, and make data informed decisions to continue, scale, or sunset programs within the college's portfolio.
- Led the Academic Affairs division in its work to deepen equity-minded practice and pedagogy. Provided a Fall 2019 Equity and Inclusion Professional Development Day for the division based on disaggregated student success data and faculty stories of improved outcomes through greater equity mindedness. Implemented an equity minded leadership training for department chairs in partnership with Academic Impressions, and have finalized a series of workshops and pathways-based equity leadership teams of faculty, advisors, and deans to engage with the Center for Urban Education through the 2020-21 year.
- As a member of the Denver Education Attainment Network (DEAN) leadership team, was awarded a $7 million 5-year grant from JP Morgan Chase to improve educational outcomes and workplace attainment for graduates of Denver Public Schools. As part of JPMC's Global Career Readiness Initiative in Denver, CCD will work to improve student advising and counselor and family understanding of career pathways and opportunities in the high schools so more students can participate in and benefit from concurrent enrollment and work-based learning opportunities to accelerate their postsecondary credential attainment.
- Revised multiple processes across academic affairs and the college more broadly to ensure improved efficiency and effectiveness. Examples include revisions to our faculty qualifications and credentialing processes, development of an annual process to request and allocate faculty lines, and a revision to division leadership meetings to center progress on the college's strategic planning initiatives.
- Developed important articulation agreements with Colorado 4-year postsecondary partners to facilitate transfer, including six engineering articulations.
- Led hiring processes across the division to ensure leadership excellence. In addition to faculty hiring, brought on new deans for career and technical education and health and natural sciences dedicated to innovation and excellence in these spaces. Also hired a director for institutional research and planning with exceptional data analysis skills as well as the necessary interpersonal skills to ensure data is provided, understood, and utilized in decision-making processes across the college.
- Celebrated five years of collaboration with Warren Village, providing on-site educational opportunities to residents in order to build confidence so they can earn the postsecondary credentials necessary to move themselves and their families out of poverty and into family livable wage jobs.

- Developed a new relationship with Denver Human Services, providing on-site educational opportunities in human services and paralegal to DHS employees in order to upskill their workforce.
- Facilitated the creation and implementation of a Bachelor of Applied Science degree in Health Informatics as well as an Associate of Applied Science degree in Cannabis Business and a Bachelor of Applied Science in Cannabis Science to support the professionalization of the burgeoning cannabis industry across the state.

Interim President
December 2020-January 2021

- Served as leader for the college in the interim between the previous president moving into retirement and a new president coming onboard.

Interim Vice President for Enrollment Administration & Student Success
March 2020-August 2020
Responsibilities:

- Served as interim leader for the college's student services division during the COVID-19 pandemic response. Worked with student services leaders and staff to redefine and provide consistent and improved virtual services to students in a remote environment. Developed innovative programming to provide emergency aid and learning opportunities to students.
- Managed the college's Enrollment Administration and Student Success (EASS) division, providing oversight and support for the functional areas of admissions, recruitment, registration, financial aid, advising, accessibility, testing, student life, student care and conduct, TRiO Student Support Services, call center, and career and transfer services.
- Strengthened collaborative relationships among leaders in the student services division and between student services and academic affairs.
- Managed an annual budget of $7,400,000. Approved purchasing, service agreements, monthly budget variance, student scholarship dollars, and budget reallocation processes.

Select Accomplishments:

- Led a division restructure in order to reduce redundancies and improve effectiveness of operations across the Enrollment Administration and Student Success division. This restructure resulted in significant budget savings during a time of significant budget cuts, and has also created a less hierarchical and diversified EASS leadership structure, allowing more voices at the decision-making table within the division.
- Actively engaged EASS leaders and staff to imbue equity in the college's COVID-19 response. Worked with Student Life, Financial Aid, and the CCD Foundation to develop effective mechanisms to get technology and dollars to students in greatest need throughout the spring and summer 2020 terms. Helped develop the Free Fall for 2020 DPS Graduates initiative to encourage recent Denver Public Schools graduates to come to college this fall. Also worked with leaders across the college to receive a College Opportunity Scholarship Initiative (COSI) grant to develop and implement a program to support displaced workers in attaining college credentials to quickly re-enter the workforce.
- Initiated an Appeals Committee review and restructure in order to streamline the student experience when navigating college appeals.

- Headed the college’s partnership with StraighterLine, allowing outreach to students who have stopped out or melted from application to enrollment. This partnership provides would-be CCD students opportunity to complete coursework toward their intended degree at their own pace, with completed courses added to their transcripts as prior learning assessment (PLA). Allowable StraighterLine courses have been mapped to ACE courses that CCCS faculty have reviewed and deemed equivalent to courses in the Common Course Numbering System (CCNS). The program is intended to jumpstart a student’s return to CCD to complete their credential.

Executive Dean of Arts & Humanities
March 2017-May 2019
Responsibilities:

- Built and strengthened collaborative relationships and processes between departments in both the academic and student affairs divisions of the college. Served as a bridge between the two divisions and promoted bridge building among other stakeholders in order to provide better customer service to internal and external constituents, especially students.
- Managed the Center for Arts and Humanities, providing vision, oversight, and support for seven academic departments (College Composition and Reading, Communication and Journalism, English, English as a Second Language, Visual Arts and Graphic Design, Humanities, Journalism, and World Languages), the Confucius Institute at Community College of Denver, the College Pathways (concurrent enrollment) Office, and the recently established Intercultural Center.
- Provided leadership and direct supervision for seven department chairs, the directors of the Confucius Institute, College Pathways Office, Intercultural Center, and the Senior Data and Operations Manager for the college. Provided leadership and indirect supervision for 23 additional full-time faculty members, over 100 adjunct instructors, and five additional classified and administrative technical professional staff positions.
- Developed a strategic plan, mission, and vision for the college’s new Intercultural Center. Hired and supervised the director of the Intercultural Center. Worked to increase international student enrollment, support and retention as well as improve college-wide understanding of and engagement with activities to foster our Globally Aware institutional outcome.
- Supported community outreach activities and strategic partnership development, particularly with service area school districts, City and County of Denver offices, and four-year colleges and universities.
- Represented college perspectives and priorities on committees and taskforces on Auraria Higher Education Campus (AHEC). Examples include the Auraria Library Archives Taskforce and the Emmanuel Gallery MOU Taskforce.
- Convened and oversaw numerous taskforces and committees stemming from the college’s recent program prioritization process. Taskforce and committee examples include new technology platforms for improved customer service to students and improved interdepartmental communications (EAB Navigate), room utilization and course scheduling (Ad Astra), honors programming, and college operations and planning (Prioritization and Operations Group).

- Managed an annual budget of $5,207,000, an annual operating budget of $150,000, and several auxiliary and grant fund accounts totaling near $120,000. Approved purchasing, service agreements, monthly budget variance, and budget reallocation processes.
- Provided oversight of enrollment, schedule building, course catalog review, monthly and bi-weekly payroll contract approval for instructional and non-instructional staff (familiarity with Internet Native Banner screens, COGNOS/ODS reports, and FLAC processing), as well as hiring new full-time faculty and staff (Silk Road).

Select Accomplishments:

- Successfully launched EAB Navigate platform to improve college-wide collaboration and data access for faculty and staff across the college.
- Planned and executed a Center for Arts and Humanities Equity and Inclusion Retreat fall 2018 in order to highlight the equity gap that exists nationally, in the state of Colorado, at Community College of Denver, and within the Center for Arts and Humanities. Began conversations around next steps and how awareness of student success data disaggregated by race, ethnicity, and gender can help us discover ways to erase equity gaps in our own courses.
- Planned four annual Center for Arts and Humanities Professional Development Days, in which members of our center, college, and broader community come together to learn and share best practices for teaching and learning.
- Negotiated the college's continued ability to utilize AHEC's Emmanuel Gallery for student and faculty art exhibits when CU Denver's priorities for the gallery shifted.

Dean, Center for Arts and Humanities
June 2014-February 2017
Responsibilities:

- Managed the newly established Center for Arts and Humanities, providing vision, oversight, and support for nine academic departments (College Composition and Reading, Communication, English, English as a Second Language, Graphic Design, Humanities, Journalism, Visual Art, and World Languages) as well as the Confucius Institute at Community College of Denver.
- Provided leadership and direct supervision for nine department chairs, the director of the Confucius Institute, and the office manager. Provide leadership and indirect supervision for 23 additional full-time faculty members, over 100 adjunct instructors, and two additional administrative support positions.
- Managed an annual budget of $5,207,000, an annual operating budget of $150,000, and several auxiliary and grant fund accounts totaling near $150,000. Approved purchasing, service agreements, monthly budget variance, and budget reallocation processes.
- Provided oversight of enrollment, schedule building, course catalog review, monthly and bi-weekly payroll contract approval for instructional and non-instructional staff (familiarity with Internet Native Banner screens, COGNOS/ODS reports, and FLAC processing), as well as hiring new full-time faculty and staff.
- Served as college representative on multiple Auraria Campus and community committees and groups, including Denver Educational Attainment Network, Auraria Campus' King Center Expansion and Art Building Renovation Program Planning Committee.

Select Accomplishments:

- Served on the Achieving Strategic Balance Committee for program prioritization. The college had not undergone a program prioritization process in the past, but launched prioritization as a means of living into its strategic priorities of moving toward greater transparency and data informed decision-making. The planning process began in January 2016 and program reports will be evaluated based on instructional and non-instructional program rubrics. Recommendations for prioritization of programs were provided to executive leadership in December 2016 and decisions on recommendations communicated out to the college community in February 2016, in time to inform FY 2018 budget conversations.
- Worked with department chairs to improve program level assessment processes. Chairs and faculty developed program student learning outcomes, mapped those outcomes through their courses via curriculum map, then launched assessment of outcomes in the capstone course or throughout the curriculum when not sequential. By December 2016, all programs will have completed their first cycle of assessment, analysis, and action items to close the loop and begin a second cycle of assessment.
- Created a strong Center culture of respect, professionalism, unity, trust and customer service. The Center was created during a college reorganization. Half of one center and half of another were placed together under the new Center's name. Our Center shines as a positive, inclusive, innovative space. Center diversity initiatives, professional development days for and by full-time and adjunct instructors, frequent celebrations and community art installations are some ways in which we build community and support each other's teaching and learning.
- Developed a plan and framework for CCD's internationalization initiatives and the developing Intercultural Center housed under Arts and Humanities. The IC provides support for CCD's international student engagement services, ESL and world language cultural activities, faculty-led study abroad, faculty exchange, and efforts to globalize the curriculum by teaching context in context and embracing multicultural learning-centered classrooms.
- Improved concurrent enrollment partnership with Denver Public Schools. Worked to phase out over enrollment in developmental courses in the high schools and develop stronger pathways through earlier engagement with students, high school faculty and administration. Service on the committee working to receive initial accreditation of concurrent enrollment practice by the National Alliance of Concurrent Enrollment Programs (NACEP) in the spring 2018. In addition, I worked with our college partnerships director to secure several new concurrent enrollment partnerships with area charter high schools.

Dean, Center for Language, Arts and Behavioral Sciences
June 2013-May 2014
Responsibilities:

- Managed the Center for Language, Arts and Behavioral Sciences, providing vision, oversight and support for eleven academic departments (College Composition and Reading, Communication and Theatre, English, English as a Second Language, Graphic Design, Human Services, Humanities, Journalism, Music, Paralegal, Social Sciences, Visual Art, and World Languages) as well as the Confucius Institute at Community College of Denver.
- Provided leadership and direct supervision for eleven department chairs, the director of the Confucius Institute, three academic advisors, the office manager and three additional

administrative support positions. Provide leadership and indirect supervision for 23 additional full-time faculty members, and over 100 adjunct instructors.

- Managed an annual budget of $3,938,000, an annual operating budget of $190,000 and several auxiliary and grant fund accounts totaling near $175,000. Approve purchasing, service agreements, monthly budget variance, and budget reallocation processes.
- Oversight of enrollment, schedule building, course catalog review, monthly and bi-weekly payroll contract approval for instructional and non-instructional staff (familiarity with Internet Native Banner screens, COGNOS/ODS reports, and FLAC processing), as well as hiring new full-time faculty and staff.
- Served as college representative on multiple Auraria Campus and community committees and groups, including the King Center Advisory Committee, Art Building Advisory Committee, Confucius Institute at Community College of Denver Board of Directors

Select Accomplishments:

- Worked with department chairs to ensure understanding of the need for effective and holistic assessment of student learning. I worked collaboratively with each department chair to ensure that assessment was occurring in each department, including online, hybrid, and concurrent enrollment sections, and that assessment plans were developed to ensure results were collected, analyzed, and communicated back out to instructors in order to be able to show a cycle of improvement.
- Served as CCD representative on a tri-institutional committee charged with developing a program plan for expansion of the King Performing Arts Center and renovation of the Auraria Art Building. I worked with architects, campus planners, and project cost analysts to move through the entire process, from bids to proposals to submission for consideration by CDHE. Throughout the process I lobbied tirelessly for the regaining of appropriate and premium space for CCD students, faculty and staff which had been lost over the years. As an example, CCD has a 15% space allocation in shared buildings on Auraria Campus, yet only 4% of Art Building space is currently allotted to CCD. The program plan included 15% space allocation in Art Building, a 275% increase.
- Provided increased support to geographically isolated departments in the center. Several departments were located in King Center and Art Building and there was a sense of isolation and lack of information among faculty and staff in these buildings. I set up weekly drop in office hours in the common areas in each building and received immediate feedback about how the dean's presence boosted morale and improved information sharing both from departments up through executive administration and from executive leadership down to the departments.

Community College of Aurora *Aurora, CO*

Chair, Department of Performing Arts and Humanities

July 2010-May 2013

Responsibilities:

- Taught introductory and intermediate Spanish language and culture courses; responsible for course design, syllabus development, daily instruction, grading and evaluation, use of online classroom management system (Desire2Learn) and online textbook resources, as well as calculation of final student grades.

- Managed the Department of Performing Arts and Humanities, providing vision, oversight and support for multiple disciplines (dance, humanities, music, philosophy, theatre, translation and interpretation, and world languages).
- Provided leadership and direct supervision for three full-time faculty members and over 30 adjunct instructors.
- Managed the department's annual operating budgets, both general fund and auxiliary.
- Oversight of enrollment, schedule building, course catalog review, monthly and bi-weekly payroll contract approval for instructional and non-instructional staff (familiarity with Internet Native Banner screens, COGNOS reports, and FLAC processing), as well as hiring and onboarding of new adjunct instructors.

Select Accomplishments:

- Worked to build and develop relationships with our concurrent enrollment partner Aurora Public Schools. In addition to hiring, onboarding and mentoring new high school instructors to serve as adjunct instructors for the college, I increased our offerings in Spanish, Chinese, German, Humanities, and Philosophy and also increased the number of schools in which we offered the department's courses.
- Served as a member of the three-person steering committee for the college's reaccreditation efforts with the Higher Learning Commission. In this role, I was one of the lead writers, headed up college wide communications regarding the visit, attended the annual HLC Conference in Chicago in 2011 and 2012, and actively engaged in the peer reviewer site visit in 2013.
- Implemented a department wide assessment process around the institutional outcomes of aesthetics and written communication. In addition to existing course-level assessment projects in critical inquiry and other areas, this program level assessment involved collecting student data from world language, humanities, music, philosophy, and theatre disciplines. Action items based on analysis of first year results led to improved student learning in the following year's assessment cycle. The department received the college's "Outstanding Work in Assessment" award.

Independent Study in Idaho, University of Idaho *Moscow, ID*
Online Spanish & French Adjunct Instructor
August 2007-May 2012
Responsibilities:

- Taught distance learning courses in basic and intermediate Spanish and French; responsible for grading, evaluation, provision of asynchronous feedback to students, and submission of final grades for all Spanish and French courses taught.
- Designed and developed distance learning courses in French 101, 102, 201 and 202, including course guidebook development, online course shell development through textbook company's online resources (Vista Higher Learning), and student learning outcomes development for each course.

University of Idaho *Moscow, ID*
Spanish Instructor
August 2006-June 2010
Responsibilities:

- Taught all levels of Spanish language, culture, composition and literature; responsible for course design, syllabus development, daily instruction, grading and evaluation, use of online classroom management system (Blackboard) and online textbook resources, as well as calculation of final student grades.
- Advised Spanish majors and minors in both academic and study abroad capacities: provided quality academic advising to around 75 advisees per semester, helping plan their progress toward graduation through the use of Banner's DegreeWorks; analyzed study abroad transcripts to determine course substitutions to the degree plan; assisted students in determining which courses to take abroad *prior* to traveling to ensure greatest number of degree applicable transfer credits upon return.
- Served as faculty advisor for the university's Association of Latin American and Iberian Students (ALI).
- Coordinated the Foreign Language and Literature Department's visiting Spanish instructor program; provided supervision and support for visiting instructors from Spain, Mexico and Ecuador, many of whom have not taught before.
- Oversaw the Foreign Language and Literature Department's dual enrollment Spanish programs.

Select Accomplishments:

- Developed a grant-funded hybrid accelerated introductory Spanish course (SPAN 104: Spanish Transition) for heritage speakers of Spanish and/or non-native speakers who had previous experience with language learning; successfully taught this one-semester course that covered the first two semesters of Spanish language and culture competencies.
- Developed an onboarding process for the department's visiting instructors. This included a weeklong orientation to the U.S. college classroom, common course syllabi and final exams, biweekly meetings on second language methodology, as well as yearly classroom observations of instruction.

Tecnológico de Monterrey Preparatory School *Temixco, Morelos, Mexico*
English Language Arts and Sociology Adjunct Instructor
August 2005-June 2006
Responsibilities:

- Taught sociology and English language arts courses to high school students as part-time instructor in the university's preparatory school.
- Responsible for course design, syllabus development, daily instruction, grading and evaluation, and calculation of final student grades.

Select Accomplishments:

- Received high student evaluations of instruction each semester.
- Developed a relationship of mutual trust and respect with my adolescent students.
- In language arts and sociology, worked with students to develop effective and ethical research practice.

Enlaces México-Canadá *Cuernavaca, Morelos, Mexico*
Regional Manager
June 2005-July 2006
Responsibilities:

- Maintained familiarity with the multiple study abroad programs, sites, and language schools with which Enlaces partnered across the globe; established relationships with school directors in Canada, United States and Australia.
- Maintained frequent contact with the head office in Mexico City in order to ensure prompt and accurate issuance of airline tickets and facilitation of student visas.
- Responsible for providing excellent customer service, working with students and (frequently) their parents to ensure the right program was selected for their needs and objectives.

Select Accomplishments:

- Through dedicated advising, I learned each student's goals, maturity, level, and level of English and/or French proficiency in order to help select the most appropriate location and program of study, including decisions around length of stay and whether to select home stay or other residential options.

Simon Fraser University *Burnaby, BC, Canada*
Spanish Instructor
August 2003-December 2004
Responsibilities:

- Taught all levels of Spanish grammar, culture and composition as part-time instructor in the university's Language Training Institute.
- Responsible for course design, syllabus development, daily instruction, grading and evaluation, use of online textbook support, and calculation of final student grades.

Select Accomplishments:

- Consistently high student evaluations of instruction.
- Implemented a Spanish only classroom. This improved student learning and language acquisition for all students but was especially necessary and beneficial for the large number of non-native English speakers in each class.

Lewis-Clark State College *Lewiston, ID*
Spanish Lecturer
August 2001-June 2003
Responsibilities:

- Taught basic and intermediate Spanish language and culture courses; responsible for course design, syllabus development, daily instruction, grading and evaluation, use of online classroom management system (Blackboard), and calculation of final student grades.
- Coordinated the Spanish course offerings at the college, including textbook review and adoption, adjunct instructor hiring and mentoring, and course scheduling.
- Served as faculty advisor to the Spanish Club.

Select Accomplishments:

- Consistently high student evaluations of instruction.
- As Spanish Club faculty advisor, I attended biweekly meetings, developed weekly Spanish conversation tables at community restaurants, and organized a semiannual Latino Night community dance sponsored by the club.
- Although there were no study abroad opportunities for LCSC students when I arrived, I developed and led a three-week summer intensive study abroad experience to Cuernavaca, Mexico in which fifteen LCSC students and community members participated.

University of Colorado *Boulder, CO*
Spanish Teaching Assistant
August 1999-May 2001
Responsibilities:

- Taught at least one section of introductory grammar and culture course each semester for the university's Department of Spanish and Portuguese.
- Responsible for course design, daily instruction, grading and evaluation, use of online classroom management system (WebCT), and calculation of final student grades.

Select Accomplishments:

- Consistently high student evaluations of instruction.

Teaching Experience

HESA 668 College Student Cultures University of Northern Colorado (Teaching Assistant), 2016
SPA 111 Spanish Language I Community College of Aurora, 2010-2013
SPA 112 Spanish Language II Community College of Aurora, 2010-2013
SPA 211 Spanish Language III (GT: AH4) Community College of Aurora, 2010-2013
SPA 212 Spanish Language IV (GT: AH4) Community College of Aurora, 2010-2013
FREN 101 Elementary French I Independent Study in Idaho, University of Idaho, 2010-2012
FREN 102 Elementary French II Independent Study in Idaho, University of Idaho, 2010-2012
FREN 201 Intermediate French I Independent Study in Idaho, University of Idaho, 2010-2012
FREN 202 Intermediate French II Independent Study in Idaho, University of Idaho, 2010-2012
SPAN 101 Elementary Spanish I Independent Study in Idaho, University of Idaho, 2007-2012
SPAN 102 Elementary Spanish II Independent Study in Idaho, University of Idaho, 2007-2012
SPAN 201 Intermediate Spanish I Independent Study in Idaho, University of Idaho, 2007-2012
SPAN 202 Intermediate Spanish II Independent Study in Idaho, University of Idaho, 2007-2012
SPAN 101 Elementary Spanish I University of Idaho, 2006-2010
SPAN 102 Elementary Spanish II University of Idaho, 2006-2010
SPAN 104 Elementary Spanish Transition University of Idaho, 2006-2010
SPAN 201 Intermediate Spanish I University of Idaho, 2006-2010
SPAN 202 Intermediate Spanish II University of Idaho, 2006-2010
SPAN 301 Advanced Grammar University of Idaho, 2008-2010
SPAN 302 Advanced Composition University of Idaho, 2008-2010
SPAN 303 Advanced Conversation University of Idaho, 2008-2010
SPAN 308 Proficiency in Reading University of Idaho, 2008-2010
SPAN 404 Special Topics: Spanish Linguistics University of Idaho, 2009-2010
Sociology Tecnológico de Monterrey, Preparatory School, 2005-2006
Language Arts Tecnológico de Monterrey, Preparatory School, 2005-2006
SPA 101 Introductory Spanish I Simon Fraser University, Language Training Institute, 2003-2004
SPA 102 Introductory Spanish II Simon Fraser University, Language Training Institute, 2003-2004
SPAN 101 Beginning Spanish I Lewis-Clark State College, 2001-2003
SPAN 102 Beginning Spanish II Lewis-Clark State College, 2001-2003
SPAN 201 Intermediate Spanish I Lewis-Clark State College, 2001-2003
SPAN 202 Intermediate Spanish II Lewis-Clark State College, 2001-2003

SPAN 1010 Beginning Spanish I University of Colorado Boulder (Teaching Assistant), 1999-2001
SPAN 1020 Beginning Spanish II University of Colorado Boulder (Teaching Assistant), 1999-2001

Professional Activities

2022	JP Morgan Chase's National Skills Ready Initiative Convening, Denver, CO, attendee
2022	Western Interstate Commission on Higher Education's Community College Alliance Meeting, Broomfield, CO, attendee
2022	Jobs for the Future Pathways to Prosperity Institute Convening, Boston, MA, attendee
2022	State Higher Education Executive Officers (SHEEO) National Conference, Indianapolis, IN, attendee and SHEEO/Gardner Institute Equity Transfer Project Colorado 2-year college representative
2022	Love x Learning Summit, Amarillo College, Amarillo, TX, attendee
2022	Credit for Prior Learning Shared Solutions Work Group Convening, Silver Spring, MD, attendee
2022	Education Design Lab's Community College Growth Engine Fund Virtual National Convening, attendee
2021	ASU + GSV Summit, San Diego, CA, attendee
2021	J.P. Morgan Chase's New Skills Ready Initiative Awardee Virtual Convening, participant
2021	Colorado Community College System's Excellence through Equity-Minded Teaching Symposium, attendee
2021	Academic Impressions' Anti-racism in Higher Education: Ensuring It's a Movement, Not Just a Moment Conference, attendee
2020	Colorado Black Round Table: Black Cannabis Equity Initiative, attendee
2019	Worldwide Confucius Institute Annual Conference, Changsha, China, attendee
2019	Confucius Institute Board of Directors Meeting with Jinan University, Jinan, China
2019	Chinese Vocational & Technical School Agreement Meetings with Xianyang Vocational & Technical College and Shaanxi Polytechnic Institute, Xian, China
2019	National Alliance of Concurrent Enrollment Partnerships, Peer Reviewer
2019	National Alliance of Concurrent Enrollment Partnerships Annual Conference, Salt Lake City, UT, attendee
2019	Higher Learning Commission's Community College of Denver Multi Site Visit, Denver, CO, participant/interviewee
2019	American Association of Community Colleges (AACC) Pathways Coach On-site Visit, Denver, CO, participant and facilitator
2019	American Association of Community Colleges (AACC) Pathways 2.0 Convening, New Orleans, LA, attendee
2019	Colorado Adult Learning Symposium Navigating the Landscape of Higher Education, Denver, CO, attendee
2018	National Alliance of Concurrent Enrollment Partnerships Peer Reviewer

2018	EAB Connected18 National Conference, Washington, DC, attendee
2018	Vertex Conference on Concurrent Enrollment, Denver, CO, attendee
2018	COMBASE National Conference, Denver, CO, attendee
2018	National Alliance of Concurrent Enrollment Partnerships Annual Conference, San Antonio, TX, attendee
2017	Colorado Community College System's Dean Academy, fellow
2016	Colorado Adult Learning Symposium, Denver, CO, attendee
2016	Ford Foundation Corridors of College Success Convening, New York, NY, Community College of Denver Representative
2016	Academic Management Institute Leadership Team member
2015	North American and Oceanian Confucius Institute Joint Conference, Honolulu, HI, Community College of Denver representative
2015	Denver Scholarship Foundation Counselor Breakfast, Denver, CO, speaker
2015	National Association of Concurrent Enrollment Programs Annual Conference, Denver, CO, attendee
2015	Higher Learning Commission Annual Conference, Chicago, IL, attendee
2014-2015	Community College of Denver's Self-Study for Reaccreditation through the Higher Learning Commission, 2014-15, Criterion 3 Lead Writer
2014	Auraria Higher Education Center King Center and Arts Building Program Plan Steering Committee, member
2014	Council on International Educational Exchange's Diversity Abroad Future Leaders Summit, Baltimore, MD, participant
2014	Colorado Adult Learning Symposium, Denver, CO, attendee
2013-14	World Denver Fellow
2013	Worldwide Confucius Institute Annual Conference, Beijing, China, attendee
2013	Confucius Institute Board of Directors Meeting with East China Normal University, Shanghai, China
2013	American Council on the Teaching of Foreign Language Annual Conference, Orlando, FL, attendee
2013	Joint Conference of U.S. Confucius Institutes, Bowling Green, KY, CCD representative
2013	Colorado Adult Learning Symposium, Denver, CO, attendee
2013	Community College of Aurora's Higher Learning Commission Self Study Executive Committee member, co-writer of the College's Self Study, trainer and mentor for the College's fourteen-member Steering Committee
2012	Colorado Network of Women Leaders' Academic Management Institute, participant
2012	City of Aurora's "Night of the Stars" Talent Show judge
2012	Higher Learning Commission Annual Conference, Chicago, IL, attendee
2011	Higher Learning Commission Annual Conference, Chicago, IL, attendee
2011	City of Aurora's "Night of the Stars" Talent Show judge
2009	University of Idaho's Vandal Challenge Student Leadership Conference, Moscow, ID, faculty advisor
2008	External reviewer for the accreditation process for the Modern Languages Division of North Idaho College, Coeur d'Alene, ID

2008	Idaho Commission on Hispanic Affairs Community Forum, Moscow, ID, presenter
2007	American Council on the Teaching of Foreign Language Annual Conference, San Antonio, TX, attendee
2006	American Council on the Teaching of Foreign Language Annual Conference, Nashville, TN, attendee

Presentations and Papers

2022	J.P. Morgan Chase's New Skills Ready Network Convening, Cincinnati, OH, plenary panelist: *Credit for Prior Learning*
2021	National Community College Hispanic Council Leadership Symposium, Long Beach, CA, panelist: *Equity in the Classroom: Faculty Matter*
2021	Community College of Denver's Next Level Equity: Catalyst for Change Professional Development Series, presenter
2021	Virtual Cannabis Research Conference, panel moderator*: Seed to Success: Community Colleges' Role in Workforce Development and Industry Partnerships*
2021	#REALTALK: Building a City for Everyone, panelist
2021	Guido, F. M., Matsumoto, C. E., & Orihuela, R. K. (in press). Review of Leadership Theories in Higher Education and Student Affairs: Shifting Perspectives. In G. R. Serna & J. M. Cohen (Eds)., *Administration, Finance, and Budgeting in Higher Education & Student Affairs: Theory, Research, & Practice*. Springfield, IL: Charles C. Thomas Publisher LTD.
2020	COMBASE Leaders Series, Webex, presenter: *Community College of Denver: Enrollment Strategies During a Pandemic*
2019	Community College of Denver's Academic Affairs Equity and Inclusion Retreat, Denver, CO, presenter and facilitator
2019	Colorado Community College System/EAB Regional Collaboration Conference, Denver, CO, panelist: *Involving Academic Affairs in the Student Success Collaborative*
2019	Colorado Community College System Diversity Recruitment Fair, Denver CO, panel moderator: *The Importance of Diversifying Our Workforce*
2018	Community College of Denver's Center for Arts & Humanities Equity and Inclusion Retreat, Denver, CO, presenter & facilitator
2018	ECMC/Jobs for the Future Growing the Dual Credit Teaching Force Professional Development Institute, presenter
2017	Community College of Denver's Read and Write to Succeed Celebration, Denver, CO, keynote speaker: *Finding Success: Following Pathways and Leaving Trails*
2017	Community College of Denver's Women's Empowerment Week, Denver, CO, speaker: *Determined to R*ise!*
2016	Community College of Denver's Phi Theta Kappa Induction Ceremony, Denver, CO, keynote speaker: *Glass Half Full*
2016	Association for the Study of Higher Education Annual Conference, Columbus, OH, presenter: *Ethnographic Research in Student Affairs Pedagogy: Methodological Considerations, Challenges, and Opportunities*

2016	Community College of Denver Advisory Board, presenter: *Globally Aware: Building an International Center of Excellence at CCD*
2016	Higher Education Diversity Summit, Denver, CO, presenter: *Diversity on Community College Campuses: Addressing the Gaps*
2016	Orihuela, R. K. (2016). *Stumbling stones: Recalling the past, living the present, building a future*. Manuscript submitted for publication.
2016	University of Northern Colorado Research Night, Greeley, CO, presenter: *Considering Culture: An Ethnographic Case Study of Hegemony and Counterhegemony in a Graduate Course*
2016	Community College of Denver Center for Arts and Humanities Professional Development Day, Denver, CO, presenter: *Faculty Advising Tools for Improved Student Success*
2016	College Personnel Association of Colorado (CPAC) Annual Conference, Denver, CO, presenter: *Faculty Perspectives on Student Affairs*
2015	University of Northern Colorado Qualitative Methods Research Night, Greeley, CO, presenter: *Perceptions of Community College Presidential Leadership*
2015	American Association of Women in Community Colleges Mile High Chapter, Denver, CO, presenter: *Panel Discussion on Finding Work-Life Balance*
2015	Colorado Adult Learning Symposium, Denver, CO, presenter: *Improving Postsecondary Retention: Strategic Partnerships for Enhanced Early Response*
2015	American Association of Women in Community College Mile High Chapter, Denver, CO, presenter: *Reflections and Discussion around Huang's Mentoring: The Tao of Giving and Receiving Wisdom*
2015	Colorado Community College System, Westminster, CO, presenter: *Concurrent Enrollment and Higher Learning Commission Panel*
2014	University of Northern Colorado Higher Education Student Affairs Leadership Alumni 50th Anniversary Celebration, Greeley, CO, presenter: *The History of Access to Higher Education in the United States*
2014	University of Northern Colorado College of Education and Behavioral Sciences Research Night, Greeley, CO, presenter: *Finding a New Place: The Experiences of Reverse Transfer Students*
2014	Colorado Diversity Council's Women in Leadership Symposium, Denver, CO, presenter: *Leadership through Change*
2011	American Council on the Teaching of Foreign Language Annual Conference, Denver, CO, presenter: *Challenges/Instructional Practice in the Spanish for Heritage Speaker (SHS) Classroom*
2011	American Council on the Teaching of Foreign Language Annual Conference, Denver, CO, presenter: *Promoting Student Engagement through Versatile Short Films and Other Media*
2011	Colorado Congress of Foreign Language Teachers Spring Conference, presenter, Loveland, CO: *Panel Discussion on Spanish for Heritage Speakers*
2009	Idaho Association of Teachers of Language and Culture Annual Conference, Boise, ID, presenter: *The Subjunctive Isn't a Dirty Word: Teaching and*

	Learning Strategies to Make the Subjunctive Enjoyable for Both Teacher and Student
2007	Idaho Association of Teachers of Language and Culture Annual Conference, Moscow, ID, presenter: *Going Hybrid: How an Online Learning Environment Benefits Face-to-Face Instruction*
2002	Partnerships in Education Conference, Lewiston, ID, presenter: *Diversity in the Foreign Language Classroom*
2001	Rocky Mountain Modern Language Association Annual Conference, Vancouver, BC, presenter: *El patriarcado español y el papel de la mujer dentro de él: Cómo se manifiesta la búsqueda interior del auto-conocimiento femenino dentro del cine español*
2001	Colorado Congress of Foreign Language Teachers Spring Conference, Boulder, CO, presenter: *Teaching Literature and Culture: How Technology Brings It All Together*

Select Community Leadership and Engagement

2020-Present	Colorado Department of Higher Education General Education Council, Member
2021-2022	Colorado Community College System IT Governance Committee, Member
2019-2022	Colorado Community College System Vice Presidents Council, Member
2012-2022	American Association of Women in Community Colleges (AAWCC) Member
2019-2022	Denver Education Attainment Network (DEAN) Leadership Team Member
2021	HB20-1002 Colorado Department of Higher Education's Implementation Plan Working Group, Member
2021	Colorado Community College System ColoradoOnline@ Academic Affairs Subcommittee, Co-chair
2019	Pacific Rim Cultural Exchange/CCD Foundation Sake Tasting Fundraiser Co-Planner
2016	Auraria Library Archives Task Force Member
2016-2017	Denver Education Attainment Network (DEAN) College Transitions/Summer Bridge Action Team Member
2015-2016	Denver College Attainment Network (DenverCAN) Enhanced Early Response Action Team Co-Chair
2015-2016	Colorado Community College System Deans' Council Chair
2013-2016	Auraria Campus Arts Deans Committee Member
2013-2016	Cherry Creek School District's Peakview Elementary School Partnership for Academic Success for All Students (PASS) Committee Member
2014-2015	Auraria Campus King Center Expansion and Art Building Renovations Program Planning Committee Member
2015	Ford Foundation Southwest Denver Corridors of College Success Collective Impact Planning Committee Member
2014-2015	Colorado Community College System Deans' Council Vice Chair
2013-2015	American Association of Women in Community College Mile High Chapter Recorder

2013-2015	Colorado Community College System Deans' Council Recorder
2014	Lumina Foundation Denver Collective Impact Charter Planning Committee Member
2013-2014	Auraria Campus King Center Advisory Committee Member
2012-2013	Philanthropic Education Organization Chapter BH Treasurer
2010-2012	Aurora Fox Theater Board Member

Select College Leadership and Engagement

Inclusive Excellence Leadership Team Co-convener, Community College of Denver
Title IX Investigator, Community College of Denver
Public Information Officer, Community College of Denver
Prioritization and Operations Group Co-convener, Community College of Denver
EAB Navigate Program Co-Lead, Community College of Denver
Ad Astra Schedule Program Co-Lead, Community College of Denver
Career and Technical Education Advisory Committee Member, Community College of Denver
Diversity and Inclusion Council Member, Community College of Denver
President's Cabinet Member, Community College of Denver
Higher Learning Commission Oversight Committee Member, Community College of Denver
Emergency Planning Committee Member, Community College of Denver
Higher Learning Commission Steering Committee Member, Community College of Aurora
Chairs Council Member, Community College of Aurora
Global Initiatives Committee Member, Community College of Aurora

Professional Affiliations (Present and Past)

American Association of Women in Community Colleges (AAWCC)
Association for the Study of Higher Education (ASHE)
College Personnel Association of Colorado (CPAC)
Colorado Network of Women Leaders' Academic Management Institute (AMI)
American Council on the Teaching of Foreign Language (ACTFL)
Colorado Congress of Foreign Language Teachers (CCFLT)
Idaho Association of Teachers of Language and Culture (IATLC)

Additional Skills & Training

Bilingual English and Spanish
Intermediate Reading, Writing, Speaking, and Listening Comprehension in French
Basic Reading, Writing, Speaking, and Listening Comprehension in Italian
IS 100 HE: Introduction to the Incident Command System for Higher Education
IS 200: ICS for Single Resources and Initial Action Incidents
ICS 100: Introduction to Incident Command System
ICS 402: Incident Command System Overview for Executives/Senior Officials

ICS 700: National Incident Management System (NIMS)
G290: Basic Public Information Officer
G291: Joint Information Systems/Joint Information Center Planning for Public Information Officers

Aurora Immigrant And Refugee Commission

Applicant Package - At Large

Aurora Immigrant And Refugee Commission - At Large

Term:01 Feb 2023 - 31 Jan 2025
Positions Available: 2

Number of applicants in this package: 1

- Jennings, Colleen

Date Received: 11/172022

Registered Voter & Resident of Aurora

03/07/2022 Ward: 3 County: Arapahoe

Tristen Sheptock

Name : Jennings, Colleen

Address :[redacted]

Email :[redacted]

Board Name : Aurora Immigrant and Refugee Commission

Date of Birth :[redacted]

Home Phone Number :[redacted]

Work Phone Number :[redacted]

How long have you lived in Aurora? :18 years

Are you registered to vote? :

Yes

Years of Education Completed :20

Degree(s) Received :
Master's in Political Science, Master's in Education Leadership, BA in Organizational Management in Christian Leadership

College(s) Attended :
University of Colorado Denver, NorthCentral University, Colorado Christian University

Employer Name : Colorado Early Colleges

Employer Address :321 Inverness Dr S, Englewood, CO 80112

Current Position : Middle School Enrichment Teacher

Years with Current Employer :3 months

Work Experience :
I teach at several different positions. I have been an adjunct at Front Range Community College for Political Science and American Government since 2020 and have recently applied to teach the same at CEC Castle Rock and Parker schools. I am also a substitute at CEC Inverness. I teach English as a Second Language online to students all over the world with Cambly, Inc since January 2020 and I taught ESL to K12 students for a Chinese company called DaDaABC for 3 & 1/2 years until the country laws changed. I have been teaching swimming at Club Greenwood since last April and I taught swimming at the Trails Recreation Center in Centennial for 13 years. I was a scorekeeper for adult softball for the City of Aurora Adult Sports & Recreation for 6 years until the position was closed. I was a homeschool mother of 5 who stayed home to teach her own, although we used the public schools and other programs to enhance our learning experience. My youngest is almost 17.

Certification(s) : American Red Cross CPR/First Aid English as a 2nd Language

How are you involved in your community? :

I have been extremely involved in the Aurora community from 2002-2018, including the following: Volunteer softball coach City of Aurora Youth Sports 3 years. My son played baseball in the City of Aurora Youth League from preschool to age 15 and I kept score regularly. I was a member of Colorado Community Church and participated as a MOPs mentor mom for 3 years, was on the worship team for over 5 years connecting with other churches and ministries and performing "At the Table" for the official City of Aurora Martin Luther King, Jr. celebration 3 years in a row. I was on the fundraising board for Prison Fellowship in the Western US for approximately 2 years. I began the women's bible study at Colorado Community Church Aurora and was the coordinator for their first women's retreat. I helped launch their Celebrate Recovery Ministry where I served as a worship and small group leader for a year before returning to college to complete my education. When we lived in Cincinnati Ohio (1992-2001), I participated in the Interfaith Jail Ministry visiting inmates on Sunday morning; I was a tutor and mentor for inner-city middle/high school students with the Cincinnati Youth Collaborative. At our church, Vineyard Community, we conducted many outreach projects and I served as a recovery group leader for our Christian 12-Step program and also as a small group leader for women. Starting in 2019 as an extension of my master's project entitled "Hungry Scholar", I incorporated an English language support system for students in Afghanistan, Pakistan and the region, engaging over 20 volunteers to communicate via WhatsApp. This comes out of a group that was formed around 2015 that we call FROGs (I can't remember why we call it that now!) that reaches out to Muslim refugees, and some members are extremely active in Colorado and other areas assisting refugees. It was my hope to establish a career assisting refugees however that path has proved quite difficult, so I still offer my services as a volunteer.

List your interests and activities. :
Yoga, swimming, guitar & singing, education policy, foreign policy & international relations. My research into global and local events is consistent and exhaustive.

Do you presently serve in any other appointed position on a board, commission or committee? :

No

If yes, enter the board name and position :N/A

Are you currently a member and seeking reappointment on the board you are applying for? :

No

Why do you desire this appointment? :
I traveled to the Middle East and to Greece to research their refugee and immigration problems but in the US, we are having similar issues due to population displacement. Most Americans don't know the responsibilities that are placed on the community to welcome and integrate refugees. Most people think they are extracting social benefits and need to be educated and included in the process of integration. America is a pluralistic nation that accepts people of every race, nationality and creed according to the standards set by immigration and refugee law, but we need to do a better job of integrating new people and creating bonds with fellow citizens. I want to bring my knowledge and experience

How much time do you anticipate being able to spend on this appointment each month? :
6-8 hours

Do you have any conflicts of interest that should be disclosed? :

No

If yes, please explain :N/A

Reference 1: Full Name, Phone Number and Address :
Todd Steinkamp, [redacted]

Reference 2: Full Name, Phone Number and Address :
Ryan Bailey Aquatics Supervisor Trails Recreation Center [redacted]

Reference 3: Full Name, Phone Number and Address :
Crystal Garland Director of Aquatics ClubGreenwood [redacted]

How did you hear about us? :

Other

By clicking APPLY and submitting this application, I certify that the forgoing information is true and correct :
Colleen Jennings

Time of Submission :11/17/22 12:49:18 PM

Attachments:

- Colleen-Jennings Resume 10.22.pdf

Colleen Jennings

[redacted]

Experienced Education Facilitator practiced at coaching and tutoring students with an emphasis on research and critical writing skills. Personable innovative teacher with expertise in helping students develop creative talent and persevere through educational challenges.

Summary of Skills
• Student management
• Online course experience
• Social media proficiency
• Class presentations
• Goal setting

• Lesson plan development
• Multi-media instruction
• Learning strategies
• Testing and evaluation
• Individual focused

Authorized to work in the US for any employer

Work Experience

Middle School Enrichment Teacher/Substitute/Tutor

Colorado Early Colleges - Englewood, CO
August 2022 to Present

Teach Music Technology and Microsoft 365 Certificate Course to 7th grade homeschool students in a one day per week enrichment program. Substitute teach high school classes. Assist students with academic questions and monitor individual testing in the tutoring center.

Online Instructor

PhoenixTS - Columbia, MD
June 2022 to Present

Teacher leadership training courses to cyber-security personnel using Adobe Connect platform. Courses include topics such as Influence in the Workplace and Decision-Making for Professionals. Courses consist of 1-3 full day sessions online. Function as independent contractor.

Swim Instructor

Club Greenwood - Greenwood Village, CO
April 2022 to Present

Teach group and private lessons to students of all ages and levels. Manage private lesson schedule and communications to private lesson clients.

Political Science Adjunct

Front Range Community College - Westminster, CO
August 2020 to Present

Teach political science and American government to community college students using D2L platform for content organization and Zoom for weekly lectures. Develop weekly discussion topics that guide students toward writing the APA paper and slide presentation. Courses explore a wide range of political science or American government topics to give students an overview of subjects that contribute to the field. End product is a 8 page APA paper and 10-12 slide presentation attempting to solve a political problem.

Online ESL Teacher

Cambly Inc - San Francisco, CA
January 2020 to Present

Teach English as a Second Language to children and adults of all levels using Cambly online teaching platform. Manage schedule, reservations and contribute additional teaching content personalized to student curriculum.

Swim Teacher

Meadowbrook Swim Club - Baltimore, MD
May 2018 to Present

• Teach group and private swim lessons to all ages and levels.
• Provide excellent customer service giving regular feedback and recommendations to parents and students.
• Prepare students for conditioning and competitive swimming.

Education Leader

Jennings Homeschool - Cincinnati, OH
August 1998 to Present

and Aurora, CO
• Use a combination of education approaches including online school with five children through high school.
• Create individualized approaches to improve understanding and critical thinking with a focus on essay writing.
• Utilize a classical Socratic and dialectic learning approach toward unit study completion.
• Engage online and community programs for anytime learning and holistic outcomes.

ESL Teacher

DaDa ABC - Beijing, CN
September 2018 to December 2021

China
• Teach English reading, writing and speaking to preschool and elementary Chinese students using online learning platform and Pearson's Longman curriculum.
• Provide sample class with evaluations for potential students as well as private ongoing sessions.
• Utilize body language, facial expressions and gestures to interact with students.
• Include extra activities to make lessons interesting, engaging and increase learning.

Swim Instructor

Trails Recreation Center - Centennial, CO
February 2005 to May 2018

• Teach group and private swim lessons to all ages and levels including adults with fear of water and students with special needs.
• Provide customer service to an internationally diverse clientele.
• Schedule and manage private lessons and communications working closely with families to achieve goals.

Denver Math Fellow

Denver Public Schools - Denver, CO
August 2016 to October 2016

• Assist in start-up IB middle school establishing Denver Fellows program with diverse student population.
• Tutor small groups of 6th grade students in math labs tracking performance and creating data reports.
• Capitalize on student strengths to overcome language and personal learning challenges.
• Work with homeroom teacher in managing personalized literacy coaching and assessment.
• Monitor and engage students in hallways and during lunch, recess and after-school detention.

Language Arts Tutor and Mentor

Cincinnati Youth Collaborative - Cincinnati, OH
September 1992 to May 1994

• Work with small group of 8th grade gifted inner-city students developing composition writing skills.
• Continue mentoring relationship with two students in high school freshman year providing social and academic support.

Literacy and ESL Tutor

Cypress Community College - Cypress, CA
October 1991 to May 1992

• Work in tutoring center with freshman and sophomore college students assisting academic writing for English and History courses.
• Assist ESL students from diverse backgrounds improve English reading comprehension and writing skills.

Education

Master of Education in Leadership

Northcentral University - Scottsdale, AZ
2018

Master of Liberal Arts in Political Science

The Learning Center of Lebanon
2018

Bachelor of Arts in Islamic Politics and Culture

University of Colorado Denver - Denver, CO
2013

Colorado Christian University - Lakewood, CO

Leadership

College of Adult and Graduate Studies

Skills

- LEARNING PLATFORMS
- ONLINE LEARNING
- ACROBAT
- ADOBE ACROBAT
- PDF

Certifications and Licenses

CPR/AED/First Aid for Professional Rescuers and Health Care Providers
April 2018 to April 2020

Social Justice Training Institute
July 2016 to Present

Tutoring Techniques
September 2001 to Present

Additional Information

Technical Skills
- PowerPoint and Adobe Creative Cloud InDesign presentations
- Adobe Acrobat, PDF-Xchange Editor, Microsoft Word reading, writing, editing and form-fill
- Blackboard, NCUOne, Canvas and Moodle online learning platforms
- Facebook Messenger, Skype, TeamSpeak, WhatsApp and Discord online communication platforms
- Graphic media documents and online creation

CITY OF AURORA
Council Agenda Commentary

Item Title: IGA with CDOT for the Advanced Traffic Signal Controller Project (Resolution)	
Item Initiator: Carlie Campuzano, Traffic Manager, Public Works	
Staff Source/Legal Source: Carlie Campuzano, Traffic Manager, Public Works / Michelle Gardner, Senior Assistant City Attorney	
Outside Speaker: N/A	
Council Goal: 2012: 3.0--Ensure excellent infrastructure that is well maintained and operated.	

COUNCIL MEETING DATES:

Study Session: 3/6/2023

Regular Meeting: 3/13/2023

ITEM DETAILS:

Carlie Campuzano, Traffic Manager, Public Works / Michelle Gardner, Senior Assistant City Attorney

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ACTIONS(S) PROPOSED ***(Check all appropriate actions)***

☐ Approve Item and Move Forward to Study Session

☒ Approve Item and Move Forward to Regular Meeting

☐ Information Only

☐ Approve Item with Waiver of Reconsideration
Reason for waiver is described in the Item Details field.

☐ Approve Item as proposed at Study Session

☐ Approve Item as proposed at Regular Meeting

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Transportation, Airports & Public Works

Policy Committee Date: 11/30/2022

Action Taken/Follow-up: ***(Check all that apply)***

☒ Recommends Approval

☐ Forwarded Without Recommendation

☐ Does Not Recommend Approval

☐ Recommendation Report Attached

☒ Minutes Attached ☐ Minutes Not Available

HISTORY ***(Dates reviewed by City council, Policy Committees, Boards and Commissions, or Staff. Summarize pertinent comments. ATTACH MINUTES OF COUNCIL MEETINGS, POLICY COMMITTEES AND BOARDS AND COMMISSIONS.)***

On the May 28, 2020 TAPS meeting, staff presented the Regional Transportation Operations and Technology (RTO&T) Set-Aside grant opportunity and asked the Committee if they supported applying for a grant to upgrade 175 advanced traffic signal controllers. The Committee supported the grant application.

On the November 30, 2022 TAPS meeting, staff presented the Intergovernmental Agreement (IGA) between the City of Aurora and the Colorado Department of Transportation (CDOT) for the Advanced Traffic Controller Project to the Committee. The Committee supported moving the IGA to Study Session.

ITEM SUMMARY ***(Brief description of item, discussion, key points, recommendations, etc.)***

The City applied for grant funding through the Denver Regional Council of Governments (DRCOG) called the Regional Transportation Operations and Technology (RTO&T) program which is a Transportation Improvement Program (TIP) Set-Aside. This grant is administered through the Colorado Department of Transportation (CDOT). This funding will be used to upgrade the City's traffic signal controllers. The new controllers will have advanced functionality that can be used to monitor and control traffic signal timing more efficiently.

The City was awarded $795,800 in federal funding which can be used this fiscal year. This type of funding does not have a local match requirement.

QUESTIONS FOR COUNCIL

Does the City Council support moving forward the Resolution and Intergovernmental Agreement between Colorado Department of Transportation and City of Aurora, Colorado for the Advanced Traffic Controller Project to the next available Regular Meeting?

LEGAL COMMENTS

Governments may cooperate or contract with one another to provide any function, service, or facility lawfully authorized to each of the cooperating or contracting units only if such cooperation or contracts are authorized by each party thereto with the approval of its legislative body or other authority having the power to so approve. (Colo. Rev. Stat. §29-1-203(1)). City Council may, by resolution, enter into Intergovernmental Agreements with other governmental units or special districts for the joint use of buildings, equipment or facilities, and for furnishing or receiving commodities or services. (City Charter §10-12) (M. Gardner)

PUBLIC FINANCIAL IMPACT

☒ YES ☐ NO

If yes, explain: Per the IGA, federal funding in the amount of $795,800 will be utilized for this project. No local match is required.

PRIVATE FISCAL IMPACT

☒ Not Applicable ☐ Significant ☐ Nominal

If Significant or Nominal, explain: N/A

RESOLUTION NO. R2022-________

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF AURORA AND THE COLORADO DEPARTMENT OF TRANSPORTATION (CDOT) FOR THE ADVANCED TRAFFIC CONTROLLER PROJECT

WHEREAS, the City of Aurora, Colorado (the "City"), and the State of Colorado Department of Transportation ("CDOT"), collectively "the Parties", as government agencies, are authorized by the provisions of Colo. Const., art. XIV, § 18(2)(a) and C.R.S. §§ 29-1-201, et seq., to contract with one another to provide any function, service or facility lawfully authorized to each; and

WHEREAS, On May 28, 2020, City staff presented their desire to apply for the Regional Transportation Operations and Technology (RTO&T) Set-Aside grant opportunity to upgrade 175 advanced traffic signal controllers; and

WHEREAS, City staff applied for grant funding through the Denver Regional Council of Governments (DRCOG) for the RTO&T program which is a Transportation Improvement Program (TIP) Set-Aside grant administered by the Colorado Department of Transportation CDOT; and

WHEREAS, the funding will be used to upgrade the City's traffic signal controllers and the upgraded controllers will have advanced functionality that can be used to monitor and control traffic signal timing more efficiently; and

WHEREAS, the City was awarded $795,800 in federal funding which can be used this fiscal year and does not require the City to provide a local match; and

WHEREAS, Section 10-12 of the City Charter authorizes City Council to approve, by resolution, the execution of contracts, and amendments thereto, with other governmental units for furnishing or receiving commodities or services; and

WHEREAS, the City Council of the City of Aurora finds and determines that it is in the best interests of the City and its citizens to authorize the execution of the Intergovernmental Agreement between the City and CDOT regarding the Advanced Traffic Controller Project.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO:

Section 1. The Intergovernmental Agreement between the City and CDOT for the Advanced Traffic Controller Project is hereby approved.

Section 2. The Mayor and the City Clerk are hereby authorized to execute and deliver the Intergovernmental Agreement on behalf of the City in substantially the form presented at this meeting, with such technical additions, deletions, and variations as the City Attorney may deem necessary or appropriate and not inconsistent with this Resolution.

Section 3. All resolutions or parts of resolutions of the City in conflict herewith are hereby rescinded.

RESOLVED AND PASSED this ____ day of ______________, 2022.

____
MIKE COFFMAN, Mayor

ATTEST:

____
KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

RLA

Michelle Gardner______________________________
Michelle Gardner, Sr. Assistant City Attorney

STATE OF COLORADO INTERGOVERNMENTAL AGREEMENT
Signature and Cover Page

State Agency Department of Transportation			**Agreement Routing Number** 23-HA1-XC-00003
Local Agency CITY OF AURORA			**Agreement Effective Date** The later of the effective date or July 12, 2022
Agreement Description Advanced Traffic Controllers			**Agreement Expiration Date** July 11, 2032
Project # AQC M055-061 (25039)	**Region #** 1	**Contract Writer** SMW	**Agreement Maximum Amount** $795,800.00

THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT

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

LOCAL AGENCY CITY OF AURORA	**STATE OF COLORADO** Jared S. Polis, Governor Department of Transportation Shoshana M. Lew, Executive Director
______________________ Signature ______________________ By: Mike Coffman, Mayor Date: ______________	______________________ Stephen Harelson, P.E., Chief Engineer Date: ______________
Additional Local Agency Signature if Needed ______________________ Signature ______________________ As to form: Michelle Gardner, Sr. Assistant City Attorney Date: ______________ ______________________ Signature ______________________ Attested By: Kadee Rodriguez, City Clerk Date: ______________	**LEGAL REVIEW** Philip J. Weiser, Attorney General ______________________ Assistant Attorney General ______________________ By: (Print Name and Title) Date: ______________

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

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: ____
Department of Transportation

Effective Date: _____________________

TABLE OF CONTENTS

1. PARTIES

This Agreement is entered into by and between Local Agency named on the Signature and Cover Page for this Agreement (“Local Agency”), and the STATE OF COLORADO acting by and through the State agency named on the Signature and Cover Page for this Agreement (the “State” or “CDOT”). Local Agency and the State agree to the terms and conditions in this Agreement.

2. TERM AND EFFECTIVE DATE

A. Effective Date

This Agreement shall not be valid or enforceable until the Effective Date, and Agreement Funds shall be expended within the dates shown in **Exhibit C** for each respective phase ("Phase Performance Period(s)"). The State shall not be bound by any provision of this Agreement before the Effective Date, and shall have no obligation to pay Local Agency for any Work performed or expense incurred before 1) the Effective Date of this original Agreement; except as described in **§7.D**; 2) before the encumbering document for the respective phase *and* the official Notice to Proceed for the respective phase; or 3) after the Final Phase Performance End Date, as shown in **Exhibit C**. Additionally, the State shall have no obligation to pay Local Agency for any Work performed or expense incurred after the Agreement Expiration Date or after required billing deadline specified in **§7.B.i.e**., or the expiration of "Special Funding" if applicable, whichever is sooner. The State's obligation to pay Agreement Funds exclusive of Special Funding will continue until the Agreement Expiration Date. If Agreement Funds expire before the Agreement Expiration Date, then no payments will be made after expiration of Agreement Funds.

B. Initial Term and Extension

The Parties' respective performances under this Agreement shall commence on the Agreement Effective Date shown on the Signature and Cover Page for this Agreement and shall terminate on as shown on the Signature and Cover Page for this Agreement, unless sooner terminated or further extended in accordance with the terms of this Agreement. Upon request of Local Agency, the State may, in its sole discretion, extend the term of this Agreement by Option Letter pursuant **§7.E.iv**. If the Work will be performed in multiple phases, the period of performance start and end date of each phase is detailed under the Project Schedule in **Exhibit C**.

C. Early Termination in the Public Interest

The State is entering into this Agreement to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Agreement ceases to further the public interest of the State, and this ARPA Award is not appropriated, or otherwise become unavailable to fund this ARPA Award the State, in its discretion, may terminate this Agreement in whole or in part. This subsection shall not apply to a termination of this Agreement by the State for breach by Local Agency, which shall be governed by **§14.A.i.**

i. Method and Content

The State shall notify Local Agency by providing written notice to Local Agency of the termination and be in accordance with **§16.** The notice shall specify the effective date of the termination and whether it affects all or a portion of this Agreement.

ii. Obligations and Rights

Upon receipt of a termination notice for termination in the public interest, Local Agency shall be subject to **§14.A.i.a**

iii. Payments

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

D. Local Agency Termination Under Federal Requirements

Local Agency may request termination of the ARPA Award by sending notice to the State, which includes the effective date of the termination. If this ARPA Award is terminated in this manner, then Local Agency shall return any advanced payments made for work that will not be performed prior to the effective date of the termination.

3. AUTHORITY

Authority to enter into this Agreement exists in the law as follows:

A. Federal Authority

Pursuant to Title I, Subtitle A, of the "Fixing America's Surface Transportation Act" (FAST Act) of 2015, and to applicable provisions of Title 23 of the United States Code and implementing regulations at Title 23 of the Code of Federal Regulations, as may be amended, (collectively referred to hereinafter as the "Federal Provisions"), certain federal funds have been and are expected to continue to be allocated for transportation projects requested by Local Agency and eligible under the Surface Transportation Improvement Program that has been proposed by the State and approved by the Federal Highway Administration ("FHWA").

Pursuant to Title VI of the Social Security Act, Section 602 of the "Coronavirus State and Local Fiscal Recovery Funds", a part of the American Rescue Plan, provides state, local and Tribal governments with the resources needed to respond to the pandemic and its economic effects and to build a stronger, more equitable economy during the recovery.

B. State Authority

Pursuant to CRS §43-1-223 and to applicable portions of the Federal Provisions, the State is responsible for the general administration and supervision of performance of projects in the Program, including the administration of federal funds for a Program project performed by a Local Agency under a contract with the State. This Agreement is executed under the authority of CRS §§29-1-203, 43-1-110; 43-1-116, 43-2-101(4)(c) and 43-2-104.5.

4. PURPOSE

The purpose of this Agreement is to disburse Federal funds to the Local Agency pursuant to CDOT's Stewardship Agreement with the FHWA and/or USDT as shown in **Exhibit C**.

5. DEFINITIONS

The following terms shall be construed and interpreted as follows:

A. "**Agreement**" means this agreement, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto.

B. "**Agreement Funds**" means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Agreement.

C. "**ARPA**" means American Rescue Plan Act, funded by the US Department of the Treasury ("USDT"). See "SLFRF" below.

D. "**Award**" means an award by a Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Award unless the terms and conditions of the Federal Award specifically indicate otherwise.

E. "**Budget**" means the budget for the Work described in **Exhibit C**.

F. "**Business Day**" means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in §24-11-101(1) C.R.S..

G. "**Chief Procurement Officer**" means the individual to whom the Executive Director has delegated his or her authority pursuant to §24-102-202 to procure or supervise the procurement of all supplies and services needed by the State.

H. "**CJI**" means criminal justice information collected by criminal justice agencies needed for the performance of their authorized functions, including, without limitation, all information defined as criminal justice information by the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy, as amended and all Criminal Justice Records as defined under §24-72-302, C.R.S.

I. "**Consultant**" means a professional engineer or designer hired by Local Agency to design the Work Product.

J. "**Contractor**" means the general construction contractor hired by Local Agency to construct the Work.

K. "**CORA**" means the Colorado Open Records Act, §§24-72-200.1 *et. seq.*, C.R.S.

L. "**Effective Date**" means the date on which this Agreement is approved and signed by the Colorado State Controller or designee, as shown on the Signature and Cover Page for this Agreement.

M. "**Evaluation**" means the process of examining Local Agency's Work and rating it based on criteria established in **§6, Exhibit A** and **Exhibit E**.

N. "**Exhibits**" means the following exhibits attached to this Agreement:

i. **Exhibit A**, Scope of Work.
ii. **Exhibit B**, Sample Option Letter.
iii. **Exhibit C**, Funding Provisions
iv. **Exhibit D**, Local Agency Resolution
v. **Exhibit E**, Local Agency Contract Administration Checklist
vi. **Exhibit F**, Certification for Federal-Aid Contracts
vii. **Exhibit G**, Disadvantaged Business Enterprise
viii. **Exhibit H**, Local Agency Procedures for Consultant Services
ix. **Exhibit I**, Federal-Aid Contract Provisions for Construction Contracts
x. **Exhibit J**, Additional Federal Requirements
xi. **Exhibit K**, The Federal Funding Accountability and Transparency Act of 2006 (FFATA) Supplemental Federal Provisions
xii. **Exhibit L**, Sample Sub-Recipient Monitoring and Risk Assessment Form
xiii. **Exhibit M**, Supplemental Provisions for Federal Awards Subject to The Office of Management and Budget Uniform Administrative Requirements, Cost principles, and Audit Requirements for Federal Awards (the "Uniform Guidance")
xiv. **Exhibit N**, Federal Treasury Provisions
xv. **Exhibit O**, Agreement with Subrecipient of Federal Recovery Funds
xvi. **Exhibit P**, SLFRF Subrecipient Quarterly Report
xvii. **Exhibit Q**, SLFRF Reporting Modification Form
xviii. **Exhibit R**, Applicable Federal Awards
xix. **Exhibit S**, PII Certification
xx. **Exhibit T**, Checklist of Required Exhibits Dependent on Funding Source

O. "**Expiration Date**" means the date on which this Agreement expires, as shown on the Signature and Cover Page for this Agreement.

P. "**Extension Term**" means the period of time by which the ARPA Expiration Date is extended by the State through delivery of an updated ARPA Letter.

Q. "**Federal Award**" means an award of Federal financial assistance or a cost-reimbursement contract under the Federal Acquisition Requirements by a Federal Awarding Agency to a Recipient. "Federal Award" also means an agreement setting forth the terms and conditions of the Federal Award. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program.

R. "**Federal Awarding Agency**" means a Federal agency providing a Federal Award to a Recipient. The US Department of the Treasury is the Federal Awarding Agency for the Federal Award, which may be the subject of this Agreement.

S. "**FHWA**" means the Federal Highway Administration, which is one of the twelve administrations under the Office of the Secretary of Transportation at the U.S. Department of Transportation. FHWA provides stewardship over the construction, maintenance and preservation of the Nation's highways and tunnels. FHWA is the Federal Awarding Agency for the Federal Award which is the subject of this Agreement.

T. "**Goods**" means any movable material acquired, produced, or delivered by Local Agency as set forth in this Agreement and shall include any movable material acquired, produced, or delivered by Local Agency in connection with the Services.

U. "**Incident**" means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access or disclosure of State Confidential Information or of the unauthorized modification, disruption, or destruction of any State Records.

V. "**Initial Term**" means the time period defined in **§2.B**.

W. "**Local Funds**" means the funds provided by the Local Agency as their obligated contribution to the federal and/or State Awards to receive the federal and/or State funding.

X. "**Notice to Proceed**" means the letter issued by the State to the Local Agency stating the date the Local Agency can begin work subject to the conditions of this Agreement.

Y. "**OMB**" means the Executive Office of the President, Office of Management and Budget.

Z. "**Oversight**" means the term as it is defined in the Stewardship Agreement between CDOT and the FHWA.

AA. "**Party**" means the State or Local Agency, and "**Parties**" means both the State and Local Agency.

BB. "**PCI**" means payment card information including any data related to credit card holders' names, credit card numbers, or the other credit card information as may be protected by state or federal law.

CC. "**PHI**" means any protected health information, including, without limitation any information whether oral or recorded in any form or medium: **(i)** that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and **(ii)** that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI includes, but is not limited to, any information defined as Individually Identifiable Health Information by the federal Health Insurance Portability and Accountability Act.

DD. "**PII**" means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in §24-72-501 C.R.S. "PII" shall also mean "personal identifying information" as set forth at § 24-74-102, et. seq., C.R.S.

EE. "**Recipient**" means the Colorado Department of Transportation (CDOT) for this Federal Award.

FF. "**Services**" means the services to be performed by Local Agency as set forth in this Agreement and shall include any services to be rendered by Local Agency in connection with the Goods.

GG. "**SLFRF**" means State and Local Fiscal Recovery Funds, provided by ARPA, funded by the US Treasury Department.

HH. "**Special Funding**" means an award by Federal agency or the State which may include but is not limited to one or a combination of Multimodal Transportation & Mitigation Options Funding, Revitalizing Main Streets, Safer Main Streets, Stimulus Funds, Coronavirus Response and Relief Supplemental Funds, ARPA, SLFRF, or COVID Relief.

II. "**State Confidential Information**" means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PII and State personnel records not subject to disclosure under CORA.

JJ. "**State Fiscal Rules**" means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a).

KK. "**State Fiscal Year**" means a 12-month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.

LL. "**State Purchasing Director**" means the position described in the Colorado Procurement Code and its implementing regulations.

MM. "**State Records**" means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.

NN. "**Sub-Award**" means this Award by the State to Local Agency funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to this Sub-Award unless the terms and conditions of the Federal Award specifically indicate otherwise.

OO. "**Subcontractor**" means third parties, if any, engaged by Local Agency to aid in performance of the Work.

PP. "**Subrecipient**" means a non-Federal entity that receives a sub-award from a Recipient to carry out part of a Federal program but does not include an individual that is a beneficiary of such program. A Subrecipient may also be a recipient of other Federal Awards directly from a Federal Awarding Agency.

QQ. "**Tax Information**" means Federal and State of Colorado tax information including, without limitation, Federal and State tax returns, return information, and such other tax-related information as may be protected by Federal and State law and regulation. Tax Information includes but is not limited to all information defined as Federal tax Information in Internal Revenue Service Publication 1075.

RR. "**Uniform Guidance**" means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which supersedes requirements from OMB Circulars A-21, A-87, A-110, A-122, A-89, A-102, and A-133, and the guidance in Circular A-50 on Single Audit Act follow-up.

SS. "**USDT**" The United States Department of the Treasury (**USDT**) is the national treasury and finance department of the federal government of the United States where it serves as an executive department. The USDT funds ARPA.

TT. "**Work**" means the delivery of the Goods and performance of the Services in compliance with CDOT's Local Agency Manual described in this Agreement.

UU. "**Work Product**" means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and any other results of the Work. "Work Product" does not include any material that was developed prior to the Effective Date that is used, without modification, in the performance of the Work.

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

6. SCOPE OF WORK

Local Agency shall complete the Work as described in this Agreement and in accordance with the provisions of **Exhibit A**, and the Local Agency Manual. The State shall have no liability to compensate Local Agency for the delivery of any Goods or the performance of any Services that are not specifically set forth in this Agreement. Work may be divided into multiple phases that have separate periods of performance. The State may not compensate for Work that Local Agency performs outside of its designated phase performance period. The performance period of phases, including, but not limited to Design, Construction, Right of Way, Utilities, or Environment phases, are identified in **Exhibit C**. The State may unilaterally modify **Exhibit C** from time to time, at its sole discretion, to extend the Agreement Expiration Date and/or to extend the period of performance for a phase of Work authorized under this Agreement. To exercise these options to extend the Agreement Expiration Date and/or to update the phase performance period extension option, the State will provide written notice to Local Agency in a form substantially equivalent to **Exhibit B.** The State's unilateral extension of the Agreement Expiration Date and/or the phase performance periods will not amend or alter in any way the funding provisions or any other terms specified in this Agreement, notwithstanding the options listed under **§7.E**

A. Local Agency Commitments

i. Design

If the Work includes preliminary design, final design, design work sheets, or special provisions and estimates (collectively referred to as the "Plans"), Local Agency shall ensure that it and its Contractors comply with and are responsible for satisfying the following requirements:

a. Perform or provide the Plans to the extent required by the nature of the Work.

b. Prepare final design in accordance with the requirements of the latest edition of the American Association of State Highway Transportation Officials (AASHTO) manual or other standard, such as the Uniform Building Code, as approved by the State.

c. Prepare provisions and estimates in accordance with the most current version of the State's Roadway and Bridge Design Manuals and Standard Specifications for Road and Bridge Construction or Local Agency specifications if approved by the State.

d. Include details of any required detours in the Plans in order to prevent any interference of the construction Work and to protect the traveling public.

e. Stamp the Plans as produced by a Colorado registered professional engineer.

f. Provide final assembly of Plans and all other necessary documents.

g. Ensure the Plans are accurate and complete.

h. Make no further changes in the Plans following the award of the construction contract to Contractor unless agreed to in writing by the Parties. The Plans shall be considered final when approved in writing by CDOT, and when final, they will be deemed incorporated herein.

ii. Local Agency Work

a. Local Agency shall comply with the requirements of the Americans With Disabilities Act (ADA) 42 U.S.C. § 12101, et. seq., and applicable federal regulations and standards as contained in the document "ADA Accessibility Requirements in CDOT Transportation Projects".

b. Local Agency shall afford the State ample opportunity to review the Plans and shall make any changes in the Plans that are directed by the State to comply with FHWA requirements.

c. Local Agency may enter into a contract with a Consultant to perform all or any portion of the Plans and/or construction administration. Provided, however, if federal-aid funds are involved in the cost of such Work to be done by such Consultant, such Consultant contract (and the performance provision of the Plans under the contract) must comply with all applicable requirements of 23 C.F.R. Part 172 and with any procedures implementing those requirements as provided by the State, including those in **Exhibit H**. If Local Agency enters into a contract with a Consultant for the Work:

1) Local Agency shall submit a certification that procurement of any Consultant contract complies with the requirements of 23 C.F.R. 172.5(1) prior to entering into such Consultant contract, subject to the State's approval. If not approved by the State, Local Agency shall not enter into such Consultant contract.

2) Local Agency shall ensure that all changes in the Consultant contract have prior approval by the State and FHWA and that they are in writing. Immediately after the Consultant contract has been awarded, one copy of the executed Consultant contract and any amendments shall be submitted to the State.

3) Local Agency shall require that all billings under the Consultant contract comply with the State's standardized billing format. Examples of the billing formats are available from the CDOT Agreements Office.

4) Local Agency (and any Consultant) shall comply with 23 C.F.R. 172.5(b) and (d) and use the CDOT procedures described in **Exhibit H** to administer the Consultant contract.

5) Local Agency may expedite any CDOT approval of its procurement process and/or Consultant contract by submitting a letter to CDOT from Local Agency's attorney/authorized representative certifying compliance with **Exhibit H** and 23 C.F.R. 172.5(b)and (d).

6) Local Agency shall ensure that the Consultant contract complies with the requirements of 49 CFR 18.36(i) and contains the following language verbatim:

(a) The design work under this Agreement shall be compatible with the requirements of the contract between Local Agency and the State (which is incorporated herein by this reference) for the design/construction of the project. The State is an intended third-party beneficiary of this agreement for that purpose.

(b) Upon advertisement of the project work for construction, the consultant shall make available services as requested by the State to assist the State in the evaluation of construction and the resolution of construction problems that may arise during the construction of the project.

(c) The consultant shall review the construction Contractor's shop drawings for conformance with the contract documents and compliance with the provisions of the State's publication, Standard Specifications for Road and Bridge Construction, in connection with this work.

(d) The State, in its sole discretion, may review construction plans, special provisions and estimates and may require Local Agency to make such changes therein as the State determines necessary to comply with State and FHWA requirements.

iii. Construction

If the Work includes construction, Local Agency shall perform the construction in accordance with the approved design plans and/or administer the construction in accordance with **Exhibit E**. Such administration shall include Work inspection and testing; approving sources of materials; performing required plant and shop inspections; documentation of contract payments, testing and inspection activities; preparing and approving pay estimates; preparing, approving and securing the funding for contract modification orders and minor contract revisions; processing construction Contractor claims; construction supervision; and meeting the quality control requirements of the FHWA/CDOT Stewardship Agreement, as described in **Exhibit E**.

a. The State may, after providing written notice of the reason for the suspension to Local Agency, suspend the Work, wholly or in part, due to the failure of Local Agency or its Contractor to correct conditions which are unsafe for workers or for such periods as the State may deem necessary due to unsuitable weather, or for conditions considered unsuitable for the prosecution of the Work, or for any other condition or reason deemed by the State to be in the public interest.

b. Local Agency shall be responsible for the following:

1) Appointing a qualified professional engineer, licensed in the State of Colorado, as Local Agency Project Engineer (LAPE), to perform engineering administration. The LAPE shall administer the Work in accordance with this Agreement, the requirements of the construction contract and applicable State procedures, as defined in the CDOT Local Agency Manual (https://www.codot.gov/business/designsupport/bulletins_manuals/2006-local-agency-manual).

2) For the construction Services, advertising the call for bids, following its approval by the State, and awarding the construction contract(s) to the lowest responsible bidder(s).

(a) All Local Agency's advertising and bid awards pursuant to this Agreement shall comply with applicable requirements of 23 U.S.C. §112 and 23 C.F.R. Parts 633 and 635 and C.R.S. § 24-92-101 et seq. Those requirements include, without limitation, that Local Agency and its Contractor(s) incorporate Form 1273 (Exhibit I) in its entirety, verbatim, into any subcontract(s) for Services as terms and conditions thereof, as required by 23 C.F.R. 633.102(e).

(b) Local Agency may accept or reject the proposal of the apparent low bidder for Work on which competitive bids have been received. Local Agency must accept or reject such bids within three (3) working days after they are publicly opened.

(c) If Local Agency accepts bids and makes awards that exceed the amount of available Agreement Funds, Local Agency shall provide the additional funds necessary to complete the Work or not award such bids.

(d) The requirements of **§6.A.iii.b.2** also apply to any advertising and bid awards made by the State.

(e) The State (and in some cases FHWA) must approve in advance all Force Account Construction, and Local Agency shall not initiate any such Services until the State issues a written Notice to Proceed.

iv. Right of Way (ROW) and Acquisition/Relocation

a. If Local Agency purchases a ROW for a State highway, including areas of influence, Local Agency shall convey the ROW to CDOT promptly upon the completion of the project/construction.

b. Any acquisition/relocation activities shall comply with all applicable federal and State statutes and regulations, including but not limited to, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, the Uniform Relocation Assistance and Real Property Acquisition Policies for Federal and Federally Assisted Programs, as amended (49 C.F.R. Part 24), CDOT's Right of Way Manual, and CDOT's Policy and Procedural Directives.

c. The Parties' respective responsibilities for ensuring compliance with acquisition, relocation and incidentals depend on the level of federal participation as detailed in CDOT's Right of Way Manual (located at http://www.codot.gov/business/manuals/right-of-way); however, the State always retains oversight responsibilities.

d. The Parties' respective responsibilities at each level of federal participation in CDOT's Right of Way Manual, and the State's reimbursement of Local Agency costs will be determined pursuant the following categories:

1) Right of way acquisition (3111) for federal participation and non-participation;

2) Relocation activities, if applicable (3109);

3) Right of way incidentals, if applicable (expenses incidental to acquisition/relocation of right of way – 3114).

v. Utilities

If necessary, Local Agency shall be responsible for obtaining the proper clearance or approval from any utility company that may become involved in the Work. Prior to the Work being advertised for bids, Local Agency shall certify in writing to the State that all such clearances have been obtained.

vi. Railroads

If the Work involves modification of a railroad company's facilities and such modification will be accomplished by the railroad company, Local Agency shall make timely application to the Public Utilities Commission ("PUC") requesting its order providing for the installation of the proposed improvements. Local Agency shall not proceed with that part of the Work before obtaining the PUC's order. Local Agency shall also establish contact with the railroad company involved for the purpose of complying with applicable provisions of 23 C.F.R. 646, subpart B, concerning federal-aid projects involving railroad facilities, and:

a. Execute an agreement with the railroad company setting out what work is to be accomplished and the location(s) thereof, and which costs shall be eligible for federal participation.

b. Obtain the railroad's detailed estimate of the cost of the Work.

c. Establish future maintenance responsibilities for the proposed installation.

d. Proscribe in the agreement the future use or dispositions of the proposed improvements in the event of abandonment or elimination of a grade crossing.

e. Establish future repair and/or replacement responsibilities, as between the railroad company and the Local Agency, in the event of accidental destruction or damage to the installation.

vii. Environmental Obligations

Local Agency shall perform all Work in accordance with the requirements of current federal and State environmental regulations, including the National Environmental Policy Act of 1969 (NEPA) as applicable.

viii. Maintenance Obligations

Local Agency shall maintain and operate the Work constructed under this Agreement at its own cost and expense during their useful life, in a manner satisfactory to the State and FHWA. Local Agency shall conduct such maintenance and operations in accordance with all applicable statutes, ordinances, and regulations pertaining to maintaining such improvements. The State and FHWA may make periodic inspections to verify that such improvements are being adequately maintained.

ix. Monitoring Obligations

Local Agency shall respond in a timely manner to and participate fully with the monitoring activities described in **§7.F.vi.**

B. State's Commitments

i. The State will perform a final project inspection of the Work as a quality control/assurance activity. When all Work has been satisfactorily completed, the State will sign the FHWA Form 1212.

ii. Notwithstanding any consents or approvals given by the State for the Plans, the State shall not be liable or responsible in any manner for the structural design, details or construction of any Work constituting major structures designed by, or that are the responsibility of, Local Agency, as identified in **Exhibit E**.

7. PAYMENTS

A. Maximum Amount

Payments to Local Agency are limited to the unpaid, obligated balance of the Agreement Funds set forth in **Exhibit C**. The State shall not pay Local Agency any amount under this Agreement that exceeds the Agreement Maximum set forth in **Exhibit C**.

B. Payment Procedures

i. Invoices and Payment

a. The State shall pay Local Agency in the amounts and in accordance with conditions set forth in **Exhibit C**.

b. Local Agency shall initiate payment requests by invoice to the State, in a form and manner approved by the State.

c. The State shall pay each invoice within 45 days following the State's receipt of that invoice, so long as the amount invoiced correctly represents Work completed by Local Agency and previously accepted by the State during the term that the invoice covers. If the State determines that the amount of any invoice is not correct, then Local Agency shall make all changes necessary to correct that invoice.

d. The acceptance of an invoice shall not constitute acceptance of any Work performed or deliverables provided under the Agreement.

e. If a project is funded in part with Federal or State special funding there may be an expiration date for the funds. The expiration date applies to grants and local funds used to match grants. To receive payment or credit for the match, Work must be completed or substantially completed, as outlined in the terms of the grant, prior to the expiration date of the special funding and invoiced in compliance with the rules outlined in the award of the funding. The acceptance of an invoice shall not constitute acceptance of any Work performed or deliverables provided under the Agreement.

ii. Interest

Amounts not paid by the State within 45 days after the State's acceptance of the invoice shall bear interest on the unpaid balance beginning on the 46th day at the rate of 1% per month, as required by §24-30-202(24)(a), C.R.S., until paid in full; provided, however, that interest shall not accrue on unpaid amounts that the State disputes in writing. Local Agency shall invoice the State separately for accrued interest on delinquent amounts, and the invoice shall reference the delinquent payment, the number of days interest to be paid and the interest rate.

iii. Payment Disputes

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

iv. Available Funds-Contingency-Termination

a. The State is prohibited by law from making commitments beyond the term of the current State Fiscal Year. Payment to Local Agency beyond the current State Fiscal Year is contingent on the appropriation and continuing availability of Agreement Funds in any subsequent year (as provided in the Colorado Special Provisions). If federal funds or funds from any other non-State funds constitute all or some of the Agreement Funds, the State's obligation to pay Local Agency shall be contingent upon such non-State funding continuing to be made available for payment. Payments to be made pursuant to this Agreement shall be made only from Agreement Funds, and the State's liability for such payments shall be limited to the amount remaining of such Agreement Funds. If State, federal or other funds are not appropriated, or otherwise become unavailable to fund this Agreement, the State may, upon written notice, terminate this Agreement, in whole or in part, without incurring further liability. The State shall, however, remain obligated to pay for Services and Goods that are delivered and accepted prior to the effective date of notice of termination, and this termination shall otherwise be treated as if this Agreement were terminated in the public interest as described in **§2.C**.

b. If the agreement funds are terminated, the State can terminate the contract early. Payment due for work done to the date of termination will be processed in a manner consistent with **§2.C**.

v. Erroneous Payments

The State may recover, at the State's discretion, payments made to Local Agency in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by Local Agency. The State may recover such payments by deduction from subsequent payments under this Agreement, deduction from any payment due under any other contracts, grants or agreements between the State and Local Agency, or by any other appropriate method for collecting debts owed to the State. The close out of a Federal Award does not affect the right of FHWA or the State to disallow costs and recover funds on the basis of a later audit or other review. Any cost disallowance recovery is to be made within the Record Retention Period (as defined below in **§9.A**.).

vi. Federal Recovery

The close-out of a Federal Award does not affect the right of the Federal Awarding Agency or the State to disallow costs and recover funds on the basis of a later audit or other review. Any cost disallowance recovery is to be made within the Record Retention Period, as defined below.

C. Local Agency Funds

Local Agency shall provide their obligated contribution funds as outlined in **§7.A**. and **Exhibit C**. Local Agency shall have raised the full amount of their funds prior to the Effective Date and shall report to the State regarding the status of such funds upon request. Local Agency's obligation to pay all or any part of any matching funds, whether direct or contingent, only extend to funds duly and lawfully appropriated for the purposes of this Agreement by the authorized representatives of Local Agency and paid into Local Agency's treasury. Local Agency represents to the State that the amount designated "Local Agency Funds" in **Exhibit C** has been legally appropriated for the purpose of this Agreement by its authorized representatives and paid into its treasury. Local Agency may evidence such obligation by an appropriate ordinance/resolution or other authority letter expressly authorizing Local Agency to enter into this Agreement and to expend its match share of the Work. A copy of any such ordinance/resolution or authority letter is attached hereto as **Exhibit D** if applicable. Local Agency does not by this Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and this Agreement is not intended to create a multiple-fiscal year debt of

Local Agency. Local Agency shall not pay or be liable for any claimed interest, late charges, fees, taxes, or penalties of any nature, except as required by Local Agency's laws or policies.

D. Reimbursement of Local Agency Costs

The State shall reimburse Local Agency's allowable costs, not exceeding the maximum total amount described in **Exhibit C** and **§7**. However, any costs incurred by Local Agency prior to the Effective Date shall not be reimbursed absent specific allowance of pre-award costs and indication that the Federal Award funding is retroactive. The State shall pay Local Agency for costs or expenses incurred or performance by the Local Agency prior to the Effective Date, only if (1) the Grant Funds involve federal funding and (2) federal laws, rules, and regulations applicable to the Work provide for such retroactive payments to the Local Agency. Any such retroactive payments shall comply with State Fiscal Rules and be made in accordance with the provisions of this Agreement. The applicable principles described in 2 C.F.R. Part 200 shall govern the State's obligation to reimburse all costs incurred by Local Agency and submitted to the State for reimbursement hereunder, and Local Agency shall comply with all such principles. The State shall reimburse Local Agency for the federal-aid share of properly documented costs related to the Work after review and approval thereof, subject to the provisions of this Agreement and **Exhibit C**. Local Agency costs for Work performed prior to the Effective Date shall not be reimbursed absent specific allowance of pre-award costs and indication that the Federal Award funding is retroactive. Local Agency costs for Work performed after any Performance Period End Date for a respective phase of the Work, is not reimbursable. Allowable costs shall be:

i. Reasonable and necessary to accomplish the Work and for the Goods and Services provided.

ii. Actual net cost to Local Agency (i.e. the price paid minus any items of value received by Local Agency that reduce the cost actually incurred).

E. Unilateral Modification of Agreement Funds Budget by State Option Letter

The State may, at its discretion, issue an "Option Letter" to Local Agency to add or modify Work phases in the Work schedule in **Exhibit C** if such modifications do not increase total budgeted Agreement Funds. Such Option Letters shall amend and update **Exhibit C**, Sections 2 or 4 of the Table, and sub-sections B and C of the **Exhibit C**. Option Letters shall not be deemed valid until signed by the State Controller or an authorized delegate. **This is NOT a Notice to Proceed**. Modification of **Exhibit C** by unilateral Option Letter is permitted only in the specific scenarios listed below. The State will exercise such options by providing Local Agency a fully executed Option Letter, in a form substantially equivalent to **Exhibit B**. Such Option Letters will be incorporated into this Agreement. This applies to the entire Scope of Work.

i. Option to Begin a Phase and/or Increase or Decrease the Encumbrance Amount

The State may require by Option Letter that Local Agency begin a new Work phase that may include Design, Construction, Environmental, Utilities, ROW Incidentals or Miscellaneous Work (but may not include Right of Way Acquisition/Relocation or Railroads) as detailed in **Exhibit A.** Such Option Letters may not modify the other terms and conditions stated in this Agreement and must decrease the amount budgeted and encumbered for one or more other Work phases so that the total amount of budgeted Agreement Funds remains the same. The State may also change the funding sources so long as the amount budgeted remains the same and the Local Agency contribution does not increase. The State may also issue a unilateral Option Letter to increase and/or decrease the total encumbrance amount of two or more existing Work phases, as long as the total amount of budgeted Agreement Funds remains the same, replacing the original Agreement Funding exhibit (**Exhibit C**) with an updated **Exhibit C-1** (with subsequent exhibits labeled **C-2**, **C-3**, etc.).

ii. Option to Transfer Funds from One Phase to Another Phase.

The State may require or permit Local Agency to transfer Agreement Funds from one Work phase (Design, Construction, Environmental, Utilities, ROW Incidentals or Miscellaneous) to another phase as a result of changes to State, federal, and local match funding. In such case, the original funding exhibit (**Exhibit C**) will be replaced with an updated **Exhibit C-1** (with subsequent exhibits labeled **C-2**, **C-3**, etc.) attached to the Option Letter. The Agreement Funds transferred from one Work phase to another are subject to the same terms and conditions stated in the original Agreement with the total budgeted Agreement Funds remaining the same. The State may unilaterally exercise this option by providing a fully executed Option Letter to Local Agency within thirty (30) days before the initial targeted start date of the Work phase, in a form substantially equivalent to **Exhibit B**.

iii. Option to Exercise Options i and ii.

The State may require Local Agency to add a Work phase as detailed in **Exhibit A**, and encumber and transfer Agreement Funds from one Work phase to another. The original funding exhibit (**Exhibit C**) in the original Agreement will be replaced with an updated **Exhibit C-1** (with subsequent exhibits labeled **C-2**, **C-3**, etc.) attached to the Option Letter. The addition of a Work phase and encumbrance and transfer of Agreement Funds are subject to the same terms and conditions stated in the original Agreement with the total budgeted Agreement Funds remaining the same. The State may unilaterally exercise this option by providing a fully executed Option Letter to Local Agency within 30 days before the initial targeted start date of the Work phase, in a form substantially equivalent to **Exhibit B**.

iv. Option to Extend Agreement/Phase Term and/or modify the OMB Uniform Guidance. The State, at its discretion, shall have the option to extend the term of this Agreement and/or update a Work Phase Performance Period and/or modify information required under the OMB Uniform Guidance, as outlined in **Exhibit C**. Any updated version of **Exhibit C** shall be attached to any executed Option Letter as **Exhibit C-1** (with subsequent exhibits labeled **C-2**, **C-3**, etc.). In order to exercise this option, the State shall provide written notice to the Local Agency in a form substantially equivalent to **Exhibit B**.

F. Accounting

Local Agency shall establish and maintain accounting systems in accordance with generally accepted accounting standards (a separate set of accounts, or as a separate and integral part of its current accounting scheme). Such accounting systems shall, at a minimum, provide as follows:

i. Local Agency Performing the Work

If Local Agency is performing the Work, it shall document all allowable costs, including any approved Services contributed by Local Agency or subcontractors, using payrolls, time records, invoices, contracts, vouchers, and other applicable records.

ii. Local Agency-Checks or Draws

Checks issued or draws made by Local Agency shall be made or drawn against properly signed vouchers detailing the purpose thereof. Local Agency shall keep on file all checks, payrolls, invoices, contracts, vouchers, orders, and other accounting documents in the office of Local Agency, clearly identified, readily accessible, and to the extent feasible, separate and apart from all other Work documents.

iii. State-Administrative Services

The State may perform any necessary administrative support services required hereunder. Local Agency shall reimburse the State for the costs of any such services from the budgeted Agreement Funds as provided for in **Exhibit C**. If FHWA Agreement Funds are or become unavailable, or if Local Agency terminates this Agreement prior to the Work being approved by the State or otherwise completed, then all actual incurred costs of such services and assistance provided by the State shall be reimbursed to the State by Local Agency at its sole expense.

iv. Local Agency-Invoices

Local Agency’s invoices shall describe in detail the reimbursable costs incurred by Local Agency for which it seeks reimbursement, the dates such costs were incurred and the amounts thereof, and Local Agency shall not submit more than one invoice per month.

v. Invoicing Within 60 Days

The State shall not be liable to reimburse Local Agency for any costs invoiced more than 60 days after the date on which the costs were incurred, including costs included in Local Agency’s final invoice. The State may withhold final payment to Local Agency at the State’s sole discretion until completion of final audit. Any costs incurred by Local Agency that are not allowable under 2 C.F.R. Part 200 shall be Local Agency’s responsibility, and the State will deduct such disallowed costs from any payments due to Local Agency. The State will not reimburse costs for Work performed after the Performance Period End Date for a respective Work phase. The State will not reimburse costs for Work performed prior to Performance

Period End Date, but for which an invoice is received more than 60 days after the Performance Period End Date.

vi. Risk Assessment & Monitoring

Pursuant to 2 C.F.R. 200.331(b), – CDOT will evaluate Local Agency's risk of noncompliance with federal statutes, regulations, and terms and conditions of this Agreement. Local Agency shall complete a Risk Assessment Form (**Exhibit L**) when that may be requested by CDOT. The risk assessment is a quantitative and/or qualitative determination of the potential for Local Agency's non-compliance with the requirements of the Federal Award. The risk assessment will evaluate some or all of the following factors:

- Experience: Factors associated with the experience and history of the Subrecipient with the same or similar Federal Awards or grants.
- Monitoring/Audit: Factors associated with the results of the Subrecipient's previous audits or monitoring visits, including those performed by the Federal Awarding Agency, when the Subrecipient also receives direct federal funding. Include audit results if Subrecipient receives single audit, where the specific award being assessed was selected as a major program.
- Operation: Factors associated with the significant aspects of the Subrecipient's operations, in which failure could impact the Subrecipient's ability to perform and account for the contracted goods or services.
- Financial: Factors associated with the Subrecipient's financial stability and ability to comply with financial requirements of the Federal Award.
- Internal Controls: Factors associated with safeguarding assets and resources, deterring and detecting errors, fraud and theft, ensuring accuracy and completeness of accounting data, producing reliable and timely financial and management information, and ensuring adherence to its policies and plans.
- Impact: Factors associated with the potential impact of a Subrecipient's non-compliance to the overall success of the program objectives.
- Program Management: Factors associated with processes to manage critical personnel, approved written procedures, and knowledge of rules and regulations regarding federal-aid projects.

Following Local Agency's completion of the Risk Assessment Tool (**Exhibit L**), CDOT will determine the level of monitoring it will apply to Local Agency's performance of the Work. This risk assessment may be re-evaluated after CDOT begins performing monitoring activities.

G. Close Out

Local Agency shall close out this Award within 90 days after the Final Phase Performance End Date. If SLFRF Funds are used the Local Agency shall close out that portion of the Award within 45 days after the ARPA Award Expiration Date. Close out requires Local Agency's submission to the State of all deliverables defined in this Agreement, and Local Agency's final reimbursement request or invoice. The State will withhold 5% of allowable costs until all final documentation has been submitted and accepted by the State as substantially complete. If FHWA or US Treasury has not closed this Federal Award within one (1) year and 90 days after the Final Phase Performance End Date due to Local Agency's failure to submit required documentation, then Local Agency may be prohibited from applying for new Federal Awards through the State until such documentation is submitted and accepted.

8. REPORTING - NOTIFICATION

A. Quarterly Reports

In addition to any reports required pursuant to **§19** or pursuant to any exhibit, for any contract having a term longer than 3 months, Local Agency shall submit, on a quarterly basis, a written report specifying progress made for each specified performance measure and standard in this Agreement. Such progress report shall be in accordance with the procedures developed and prescribed by the State. Progress reports shall be submitted to the State not later than ten (10) Business Days following the end of each calendar quarter or at such time as otherwise specified by the State. If SLFRF Funds are used the report must be in the format of **Exhibit P**.

B. Litigation Reporting

If Local Agency is served with a pleading or other document in connection with an action before a court or other administrative decision making body, and such pleading or document relates to this Agreement or may affect Local Agency's ability to perform its obligations under this Agreement, Local Agency shall, within 10 days after being served, notify the State of such action and deliver copies of such pleading or document to the State's principal representative identified in **§16**.

C. Performance and Final Status

Local Agency shall submit all financial, performance and other reports to the State no later than 60 calendar days after the Final Phase Performance End Date or sooner termination of this Agreement, containing an Evaluation of Subrecipient's performance and the final status of Subrecipient's obligations hereunder.

D. Violations Reporting

Local Agency must disclose, in a timely manner, in writing to the State and FHWA, all violations of federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal Award. Penalties for noncompliance may include suspension or debarment (2 CFR Part 180 and 31 U.S.C. 3321).

9. LOCAL AGENCY RECORDS

A. Maintenance

Local Agency shall make, keep, maintain, and allow inspection and monitoring by the State of a complete file of all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to the Work or the delivery of Services (including, but not limited to the operation of programs) or Goods hereunder. Local Agency shall maintain such records for a period (the "Record Retention Period") pursuant to the requirements of the funding source and for a minimum of three (3) years following the date of submission to the State of the final expenditure report, whichever is longer, or if this Award is renewed quarterly or annually, from the date of the submission of each quarterly or annual report, respectively. If any litigation, claim, or audit related to this Award starts before expiration of the Record Retention Period, the Record Retention Period shall extend until all litigation, claims, or audit findings have been resolved and final action taken by the State or Federal Awarding Agency. The Federal Awarding Agency, a cognizant agency for audit, oversight or indirect costs, and the State, may notify Local Agency in writing that the Record Retention Period shall be extended. For records for real property and equipment, the Record Retention Period shall extend three (3) years following final disposition of such property.

B. Inspection

Records during the Record Retention Period. Local Agency shall make Local Agency Records available during normal business hours at Local Agency's office or place of business, or at other mutually agreed upon times or locations, upon no fewer than two (2) Business Days' notice from the State, unless the State determines that a shorter period of notice, or no notice, is necessary to protect the interests of the State.

C. Monitoring

The State will monitor Local Agency's performance of its obligations under this Agreement using procedures as determined by the State. The State shall monitor Local Agency's performance in a manner that does not unduly interfere with Local Agency's performance of the Work. Local Agency shall allow the State to perform all monitoring required by the Uniform Guidance, based on the State's risk analysis of Local Agency. The State shall have the right, in its sole discretion, to change its monitoring procedures and requirements at any time during the term of this Agreement. The State shall monitor Local Agency's performance in a manner that does not unduly interfere with Local Agency's performance of the Work. If Local Agency enters into a subcontract with an entity that would also be considered a Subrecipient, then the subcontract entered into by Local Agency shall contain provisions permitting both Local Agency and the State to perform all monitoring of that Subcontractor in accordance with the Uniform Guidance.

D. Final Audit Report

Local Agency shall promptly submit to the State a copy of any final audit report of an audit performed on Local Agency's records that relates to or affects this Agreement or the Work, whether the audit is conducted by Local Agency or a third party. Additionally, if Local Agency is required to perform a single audit under 2 CFR 200.501, *et seq.*, then Local Agency shall submit a copy of the results of that audit to the State within the same timelines as the submission to the federal government.

10. CONFIDENTIAL INFORMATION-STATE RECORDS

A. Confidentiality

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

B. Other Entity Access and Nondisclosure Agreements

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

C. Use, Security, and Retention

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

D. Incident Notice and Remediation

If Local Agency becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. Unless Local Agency can establish that none of Local Agency or any of its agents, employees, assigns, or Subcontractors are the cause or source of the Incident, Local Agency shall be responsible for the cost of notifying each person who may have been impacted by the Incident. After an Incident, Local Agency shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing, and implementing a remediation plan that is approved by the State at no additional cost to the State.

E. Safeguarding Personally Identifying Information "PII"

If Local Agency or any of its Subcontracts will or may receive PII under this agreement, Local Agency shall provide for the security for such PII, in a manner and form acceptable to the State, including, without limitation, State non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Local Agency shall be a "Third Party Service Provider" as defined in §24-73-103(1)(i), C.R.S. and shall maintain security procedures and practices consistent with §§24-73-101 et seq., C.R.S. In addition, as set forth in § 24-74-102, et. seq., C.R.S., Contractor, including, but not limited to, Contractor's employees, agents and Subcontractors, agrees not to share any PII with any third parties for the purpose of investigating for, participating in, cooperating with, or assisting with Federal immigration enforcement. If Contractor is given direct access to any State databases containing PII, Contractor shall execute, on behalf of itself and its employees, the certification attached hereto as **Exhibit S** on an annual basis Contractor's duty and obligation to certify as set forth in **Exhibit S** shall continue as long as Contractor has direct access to any State databases containing PII. If Contractor uses any Subcontractors to perform services requiring direct access to State databases containing PII, the Contractor shall require such Subcontractors to execute and deliver the certification to the State on an annual basis, so long as the Subcontractor has access to State databases containing PII.

11. CONFLICTS OF INTEREST

A. Actual Conflicts of Interest

Local Agency shall not engage in any business or activities or maintain any relationships that conflict in any way with the full performance of the obligations of Local Agency under this Agreement. Such a conflict of interest would arise when a Local Agency or Subcontractor's employee, officer or agent were to offer or provide any tangible personal benefit to an employee of the State, or any member of his or her immediate family or his or her partner, related to the award of, entry into or management or oversight of this Agreement. Officers, employees, and agents of Local Agency may neither solicit nor accept gratuities, favors or anything of monetary value from contractors or parties to subcontracts.

B. Apparent Conflicts of Interest

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

C. Disclosure to the State

If a conflict or the appearance of a conflict arises, or if Local Agency is uncertain whether a conflict or the appearance of a conflict has arisen, Local Agency shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Failure to promptly submit a disclosure statement or to follow the State's direction in regard to the actual or apparent conflict constitutes a breach of this Agreement.

12. INSURANCE

Local Agency shall obtain and maintain, and ensure that each Subcontractor shall obtain and maintain, insurance as specified in this section at all times during the term of this Agreement. All insurance policies required by this Agreement that are not provided through self-insurance shall be issued by insurance companies with an AM Best rating of A-VIII or better.

A. Local Agency Insurance

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

B. Subcontractor Requirements

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

i. Workers' Compensation

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

ii. General Liability

Commercial general liability insurance written on an Insurance Services Office occurrence form, covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:

a. $1,000,000 each occurrence;

b. $1,000,000 general aggregate;

c. $1,000,000 products and completed operations aggregate; and

d. $50,000 any 1 fire.

iii. Automobile Liability

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

iv. Protected Information

Liability insurance covering all loss of State Confidential Information, such as PII, PHI, PCI, Tax Information, and CJI, and claims based on alleged violations of privacy rights through improper use or disclosure of protected information with minimum limits as follows:

a. $1,000,000 each occurrence; and

b. $2,000,000 general aggregate.

v. Professional Liability Insurance

Professional liability insurance covering any damages caused by an error, omission or any negligent act with minimum limits as follows:

a. $1,000,000 each occurrence; and

b. $1,000,000 general aggregate.

vi. Crime Insurance

Crime insurance including employee dishonesty coverage with minimum limits as follows:

a. $1,000,000 each occurrence; and

b. $1,000,000 general aggregate.

vii. Cyber/Network Security and Privacy Liability

Liability insurance covering all civil, regulatory and statutory damages, contractual damages, data breach management exposure, and any loss of State Confidential Information, such as PII, PHI, PCI, Tax Information, and CJI, and claims based on alleged violations of breach, violation or infringement of right to privacy rights through improper use or disclosure of protect consumer data protection law, confidentiality or other legal protection for personal information, as well as State Confidential Information with minimum limits as follows:

a. $1,000,000 each occurrence; and

b. $2,000,000 general aggregate.

C. Additional Insured

The State shall be named as additional insured on all commercial general liability policies (leases and construction contracts require additional insured coverage for completed operations) required of Local Agency and Subcontractors. In the event of cancellation of any commercial general liability policy, the carrier shall provide at least 10 days prior written notice to CDOT.

D. Primacy of Coverage

Coverage required of Local Agency and each Subcontractor shall be primary over any insurance or self-insurance program carried by Local Agency or the State.

E. Cancellation

All commercial insurance policies shall include provisions preventing cancellation or non-renewal, except for cancellation based on non-payment of premiums, without at least 30 days prior notice to Local Agency and Local Agency shall forward such notice to the State in accordance with **§16** within 7 days of Local Agency's receipt of such notice.

F. Subrogation Waiver

All commercial insurance policies secured or maintained by Local Agency or its Subcontractors in relation to this Agreement shall include clauses stating that each carrier shall waive all rights of recovery under subrogation or otherwise against Local Agency or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

G. Certificates

For each commercial insurance plan provided by Local Agency under this Agreement, Local Agency shall provide to the State certificates evidencing Local Agency's insurance coverage required in this Agreement within seven (7) Business Days following the Effective Date. Local Agency shall provide to the State certificates evidencing Subcontractor insurance coverage required under this Agreement within seven (7) Business Days following the Effective Date, except that, if Local Agency's subcontract is not in effect as of the Effective Date, Local Agency shall provide to the State certificates showing Subcontractor insurance coverage required under this Agreement within seven (7) Business Days following Local Agency's execution of the subcontract. No later than 15 days before the expiration date of Local Agency's or any Subcontractor's coverage, Local Agency shall deliver to the State certificates of insurance evidencing renewals of coverage. At any other time during the term of this Agreement, upon request by the State, Local Agency shall, within seven (7) Business Days following the request by the State, supply to the State evidence satisfactory to the State of compliance with the provisions of this **§12**.

13. BREACH

A. Defined

The failure of a Party to perform any of its obligations in accordance with this Agreement, in whole or in part or in a timely or satisfactory manner, shall be a breach. The institution of proceedings under any bankruptcy, insolvency, reorganization, or similar law, by or against Local Agency, or the appointment of a receiver or similar officer for Local Agency or any of its property, which is not vacated or fully stayed within 30 days after the institution of such proceeding, shall also constitute a breach.

B. Notice and Cure Period

In the event of a breach, the aggrieved Party shall give written notice of breach to the other Party. If the notified Party does not cure the breach, at its sole expense, within 30 days after the delivery of written notice, the Party may exercise any of the remedies as described in **§14** for that Party. Notwithstanding any provision of this Agreement to the contrary, the State, in its discretion, need not provide notice or a cure period and may immediately terminate this Agreement in whole or in part or institute any other remedy in the Agreement in order to protect the public interest of the State.

14. REMEDIES

A. State's Remedies

If Local Agency is in breach under any provision of this Agreement and fails to cure such breach, the State, following the notice and cure period set forth in **§13.B,** shall have all of the remedies listed in this **§14.A.** in addition to all other remedies set forth in this Agreement or at law. The State may exercise any or all of the remedies available to it, in its discretion, concurrently or consecutively.

i. Termination for Breach

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

a. Obligations and Rights

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

b. Payments

Notwithstanding anything to the contrary, the State shall only pay Local Agency for accepted Work received as of the date of termination. If, after termination by the State, the State agrees that Local Agency was not in breach or that Local Agency's action or inaction was excusable, such termination shall be treated as a termination in the public interest, and the rights and obligations of the Parties shall be as if this Agreement had been terminated in the public interest under **§2.C**.

c. Damages and Withholding

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

ii. Remedies Not Involving Termination

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

a. Suspend Performance

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

b. Withhold Payment

Withhold payment to Local Agency until Local Agency corrects its Work.

c. Deny Payment

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

d. Removal

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

e. Intellectual Property

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

B. Local Agency's Remedies

If the State is in breach of any provision of this Agreement and does not cure such breach, Local Agency, following the notice and cure period in **§13.B** and the dispute resolution process in **§15** shall have all remedies available at law and equity.

15. DISPUTE RESOLUTION

A. Initial Resolution

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

B. Resolution of Controversies

If the initial resolution described in §15.A fails to resolve the dispute within 10 Business Days, Contractor shall submit any alleged breach of this Contract by the State to the Procurement Official of CDOT as described in §24-101-301(30), C.R.S. for resolution in accordance with the provisions of §§24-106-109, 24-109-101.1, 24-109-101.5, 24-109-106, 24-109-107, 24-109-201 through 24-109-206, and 24-109-501 through 24-109-505, C.R.S., (the "Resolution Statutes"), except that if Contractor wishes to challenge any decision rendered by the Procurement Official, Contractor's challenge shall be an appeal to the executive director of the Department of Personnel and Administration, or their delegate, under the Resolution Statutes before Contractor pursues any further action as permitted by such statutes. Except as otherwise stated in this Section, all requirements of the Resolution Statutes shall apply including, without limitation, time limitations.

C. Questions of Fact

Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement which is not disposed of by agreement shall be decided by the Chief Engineer of the Department of Transportation. The decision of the Chief Engineer will be final and conclusive unless, within 30 calendar days after the date of receipt of a copy of such written decision, Local Agency mails or otherwise furnishes to the State a written appeal addressed to the Executive Director of CDOT. In connection with any appeal proceeding under this clause, Local Agency shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, Local Agency shall proceed diligently with the performance of this Agreement in accordance with the Chief Engineer's decision. The decision of the Executive Director or his duly authorized representative for the determination of such appeals shall be final and conclusive and serve as final agency action. This dispute clause does not preclude consideration of questions of law in connection with decisions provided for herein. Nothing in this Agreement, however, shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

16. NOTICES AND REPRESENTATIVES

Each individual identified below shall be the principal representative of the designating Party. All notices required or permitted to be given under this Agreement shall be in writing and shall be delivered **(i)** by hand with receipt required, **(ii)** by certified or registered mail to such Party's principal representative at the address set forth below or **(iii)** as an email with read receipt requested to the principal representative at the email address, if any, set forth below. If a Party delivers a notice to another through email and the email is undeliverable, then, unless the Party has been provided with an alternate email contact, the Party delivering the notice shall deliver the notice by hand with receipt required or by certified or registered mail to such Party's principal representative at the address set forth below. Either Party may change its principal representative or principal representative contact information by notice submitted in accordance with this **§16** without a formal amendment to this Agreement. Unless otherwise provided in this Agreement, notices shall be effective upon delivery of the written notice.

For the State

Colorado Department of Transportation (CDOT)
Chris Vokurka, PE
2829 W. Howard Pl.
Denver, CO 80204
303.512.4058
christopher.vokurka@state.co.us

For the Local Agency

CITY OF AURORA
Carlie Campuzano, PE
15151 EAST ALAMEDA PARKWAY
AURORA, CO 80012
303-739-7780, 303.739.7309
ccampuza@auroragov.org

17. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

A. Work Product

Local Agency hereby grants to the State a perpetual, irrevocable, non-exclusive, royalty free license, with the right to sublicense, to make, use, reproduce, distribute, perform, display, create derivatives of and otherwise exploit all intellectual property created by Local Agency or any Subcontractors. Local Agency assigns to the State and its successors and assigns, the entire right, title, and interest in and to all causes of action, either in law or in equity, for past, present, or future infringement of intellectual property rights related to the Work Product and all works based on, derived from, or incorporating the Work Product. Whether or not Local Agency is under contract with the State at the time, Local Agency shall execute applications, assignments, and other documents, and shall render all other reasonable assistance requested by the State, to enable the State to secure patents, copyrights, licenses and other intellectual property rights related to the Work Product. The Parties intend the Work Product to be works made for hire.

i. Copyrights

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

ii. Patents

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

iii. Assignments and Assistance

Whether or not the Local Agency is under Agreement with the State at the time, Local Agency shall execute applications, assignments, and other documents, and shall render all other reasonable assistance requested by the State, to enable the State to secure patents, copyrights, licenses and other intellectual property rights related to the Work Product. The Parties intend the Work Product to be works made for hire. Local Agency assigns to the State and its successors and assigns, the entire right, title, and interest in and to all causes of action, either in law or in equity, for past, present, or future infringement of intellectual property rights related to the Work Product and all works based on, derived from, or incorporating the Work Product.

B. Exclusive Property of the State

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

C. Exclusive Property of Local Agency

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

18. GOVERNMENTAL IMMUNITY

Liability for claims for injuries to persons or property arising from the negligence of the Parties, their departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the GIA; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, *et seq.* C.R.S. The following applies through June 30, 2022: no term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

19. STATEWIDE CONTRACT MANAGEMENT SYSTEM

If the maximum amount payable to Local Agency under this Agreement is $100,000 or greater, either on the Effective Date or at any time thereafter, this **§19** shall apply. Local Agency agrees to be governed by and comply with the provisions of §24-106-103, §24-102-206, §24-106-106, §24-106-107 C.R.S. regarding the monitoring of vendor performance and the reporting of contract performance information in the State's contract management system ("Contract Management System" or "CMS"). Local Agency's performance shall be subject to evaluation and review in accordance with the terms and conditions of this Agreement, Colorado statutes governing CMS, and State Fiscal Rules and State Controller policies.

20. GENERAL PROVISIONS

A. Assignment

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

B. Subcontracts

Local Agency shall not enter into any subcontract in connection with its obligations under this Agreement without the prior, written approval of the State. Local Agency shall submit to the State a copy of each such subcontract upon request by the State. All subcontracts entered into by Local Agency in connection with this Agreement shall comply with all applicable federal and state laws and regulations, shall provide that they are governed by the laws of the State of Colorado, and shall be subject to all provisions of this Agreement.

C. Binding Effect

Except as otherwise provided in **§20.A.** all provisions of this Agreement, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

D. Authority

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

E. Captions and References

The captions and headings in this Agreement are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

F. Counterparts

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

G. Digital Signatures

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

H. Entire Understanding

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

I. Jurisdiction and Venue

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

J. Modification

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

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

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

L. Order of Precedence

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

i. The provisions of the other sections of the main body of this Agreement.
ii. **Exhibit N**, Federal Treasury Provisions.
iii. **Exhibit F**, Certification for Federal-Aid Contracts.
iv. **Exhibit G**, Disadvantaged Business Enterprise.
v. **Exhibit I**, Federal-Aid Contract Provisions for Construction Contracts.
vi. **Exhibit J**, Additional Federal Requirements.
vii. **Exhibit K**, Federal Funding Accountability and Transparency Act of 2006 (FFATA) Supplemental Federal Provisions.
viii. **Exhibit L**, Sample Sub-Recipient Monitoring and Risk Assessment Form.
ix. **Exhibit M**, Supplemental Provisions for Federal Awards Subject to The Office of Management and Budget Uniform Administrative Requirements, Cost principles, and Audit Requirements for Federal Awards (the "Uniform Guidance").
x. **Exhibit O**, Agreement with Subrecipient of Federal Recovery Funds.
xi. **Exhibit R**. Applicable Federal Awards.
xii Colorado Special Provisions in the main body of this Agreement.
xiii. **Exhibit A**, Scope of Work.
xiv. **Exhibit H**, Local Agency Procedures for Consultant Services.
xv. **Exhibit B**, Sample Option Letter.
xvi. **Exhibit C**, Funding Provisions.
xvii. **Exhibit P**, SLFRF Subrecipient Quarterly Report.
xviii. **Exhibit Q**, SLFRF Reporting Modification Form.
xix. **Exhibit D**, Local Agency Resolution.
xx. **Exhibit E**, Local Agency Contract Administration Checklist.
xxi. **Exhibit S**, PII Certification.
xxii. **Exhibit T**, Checklist of Required Exhibits Dependent on Funding Source.
xxiii. Other exhibits in descending order of their attachment.

M. Severability

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

N. Survival of Certain Agreement Terms

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

O. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described in **§20.C,** this Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Agreement are incidental to the Agreement, and do not create any rights for such third parties.

P. Waiver

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

Q. CORA Disclosure

To the extent not prohibited by federal law, this Agreement and the performance measures and standards required under §24-106-107 C.R.S., if any, are subject to public release through the CORA.

R. Standard and Manner of Performance

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

S. Licenses, Permits, and Other Authorizations.

Local Agency shall secure, prior to the Effective Date, and maintain at all times during the term of this Agreement, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Agreement, and shall ensure that all employees, agents and Subcontractors secure and maintain at all times during the term of their employment, agency or subcontract, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Agreement.

T. Compliance with State and Federal Law, Regulations, and Executive Orders

Local Agency shall comply with all State and Federal law, regulations, executive orders, State and Federal Awarding Agency policies, procedures, directives, and reporting requirements at all times during the term of this Agreement.

U. Accessibility

i. Local Agency shall comply with and the Work Product provided under this Agreement shall be in compliance with all applicable provisions of §§24-85-101, et seq., C.R.S., and the Accessibility Standards for Individuals with a Disability, as established by the Governor's Office of Information Technology (OIT), pursuant to Section §24-85-103 (2.5), C.R.S. Local Agency shall also comply with all State of Colorado technology standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards.

ii. Each Party agrees to be responsible for its own liability incurred as a result of its participation in and performance under this Agreement. In the event any claim is litigated, each Party will be responsible for its own attorneys' fees, expenses of litigation, or other costs. No provision of this Agreement shall be deemed or construed to be a relinquishment or waiver of any kind of the applicable limitations of liability provided to either the Local Agency or the State by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq. and Article XI of the Colorado Constitution. Nothing in the Agreement shall be construed as a waiver of any provision of the State Fiscal Rules.

iii. The State may require Local Agency's compliance to the State's Accessibility Standards to be determined by a third party selected by the State to attest to Local Agency's Work Product and software is in compliance with §§24-85-101, et seq., C.R.S., and the Accessibility Standards for Individuals with a Disability as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S.

V. Taxes

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

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

These Special Provisions apply to all contracts. Contractor refers to Local Agency.

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

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

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

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

C. GOVERNMENTAL IMMUNITY.

Liability for claims for injuries to persons or property arising from the negligence of the Parties, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, et seq. C.R.S. No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

D. INDEPENDENT CONTRACTOR

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

E. COMPLIANCE WITH LAW.

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

F. CHOICE OF LAW, JURISDICTION, AND VENUE.

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

G. PROHIBITED TERMS.

Any term included in this Contract that requires the State to indemnify or hold Contractor harmless; requires the State to agree to binding arbitration; limits Contractor's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Contract shall be construed as a waiver of any provision of §24-106-109 C.R.S. Any term included in this Contract that limits Contractor's liability that is not void under this section shall apply only in excess of any insurance to be maintained under this Contract, and no insurance policy shall be interpreted as being subject to any limitations of liability of this Contract.

H. SOFTWARE PIRACY PROHIBITION.

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

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

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

22. FEDERAL REQUIREMENTS

Local Agency and/or their contractors, subcontractors, and consultants shall at all times during the execution of this Agreement strictly adhere to, and comply with, all applicable federal and State laws, and their implementing regulations, as they currently exist and may hereafter be amended. A summary of applicable federal provisions are attached hereto as **Exhibit F**, **Exhibit I**, **Exhibit J**, **Exhibit K**, **Exhibit M, Exhibit N** and **Exhibit O** are hereby incorporated by this reference.

23. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

Local Agency will comply with all requirements of **Exhibit G** and **Exhibit E,** Local Agency Contract Administration Checklist, regarding DBE requirements for the Work, except that if Local Agency desires to use its own DBE program to implement and administer the DBE provisions of 49 C.F.R. Part 26 under this Agreement, it must submit a copy of its program's requirements to the State for review and approval before the execution of this Agreement. If Local Agency uses any State- approved DBE program for this Agreement, Local Agency shall be solely responsible to defend that DBE program and its use of that program against all legal and other challenges or complaints, at its sole cost and expense. Such responsibility includes, without limitation, determinations concerning DBE eligibility requirements and certification, adequate legal and factual bases for DBE goals and good faith efforts. State approval (if provided) of Local Agency's DBE program does not waive or modify the sole responsibility of Local Agency for use of its program.

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EXHIBIT A

SCOPE OF WORK

Name of Project: City of Aurora FY23 Aurora Advanced Traffic Controllers
Project Number: AQC M055-061
SubAccount #: (25039)

Scope of Work is detailed on page 2 and 3 of Exhibit A

If ARPA funds are used all ARPA funds must be encumbered by December 31, 2024. All work funded by ARPA must be completed by December 31, 2026 and all bills must be submitted to CDOT for payment by January 31, 2027. These bills must be paid by CDOT by March 31, 2027.

If this project is funded with Multimodal Transportation & Mitigation Options Funding (MMOF) these funding expenditures must be invoiced by June 1st of the year they expire.

By accepting funds for this Scope of Work, Local Agency acknowledges, understands, and accepts the continuing responsibility for the safety of the traveling public after initial acceptance of the project. **Local Agency is responsible for maintaining and operating the scope of work described in this Exhibit A constructed under this Agreement at its own cost and expense during its useful life.**

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EXHIBIT A
SCOPE OF WORK

Project Description
SA 25039 FY23 City of Aurora Advance Traffic Controllers

This project is intended to purchase a new Advance Traffic Controllers (ATC) for the City of Aurora, COA.

This project will upgrade the City's existing traffic controller to an ATC on all Denver Regional Council of Government (DRCOG) identified arterials. The following arterials are identified as SH 30/Havana St from Colfax Ave to Yale Ave, Peoria St 33rd Ave to Parker Rd, Chambers Rd from 38th Ave to Parker Rd, Airport Blvd/ fromI-70 to Smoky Hill Rd, Tower Rd from 38th/40th Ave to Reservoir Rd, SH 40/Colfax Ave from Chester St to Airport Blvd, SH 30/6th Ave from Dayton St to Telluride St, Alameda Ave from Havana St to Airport Blvd/Buckley Rd, Mississippi Ave from King Soopers to Buckley Space Force Base, Iliff Ave from Parker Rd to Dunkirk Ave, Hampden Ave from Parker Rd to Picadilly St, Quincy Ave from Parker Rd to SH 30/Gun Club Rd, Arapahoe Rd from Parker Rd to Smoky Hill Rd, Smoky Hill Rd from Quincy to Arapaheo Rd, and SH 83/Parker Rd from Iliff Ave to Chambers Rd. Project components will include new ATC with the most recent version of firmware

Locations may be added or subtracted based on emergency repairs and/or construction activity.

All ATC equipment will be installed by COA staff. All ATC equipment will be owned and operated by the COA. The maintenance of the devices to be installed will be maintained by COA Staff.

FHWA requires benefits to be reported for projects that receive CMAQ funds. The Local Agency shall coordinate with the MPO, or Transportation Planning Region TPR, to submit the federally required CMAW information to CDOT.

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EXHIBIT A
SCOPE OF WORK

City of Aurora ATC Upgrades

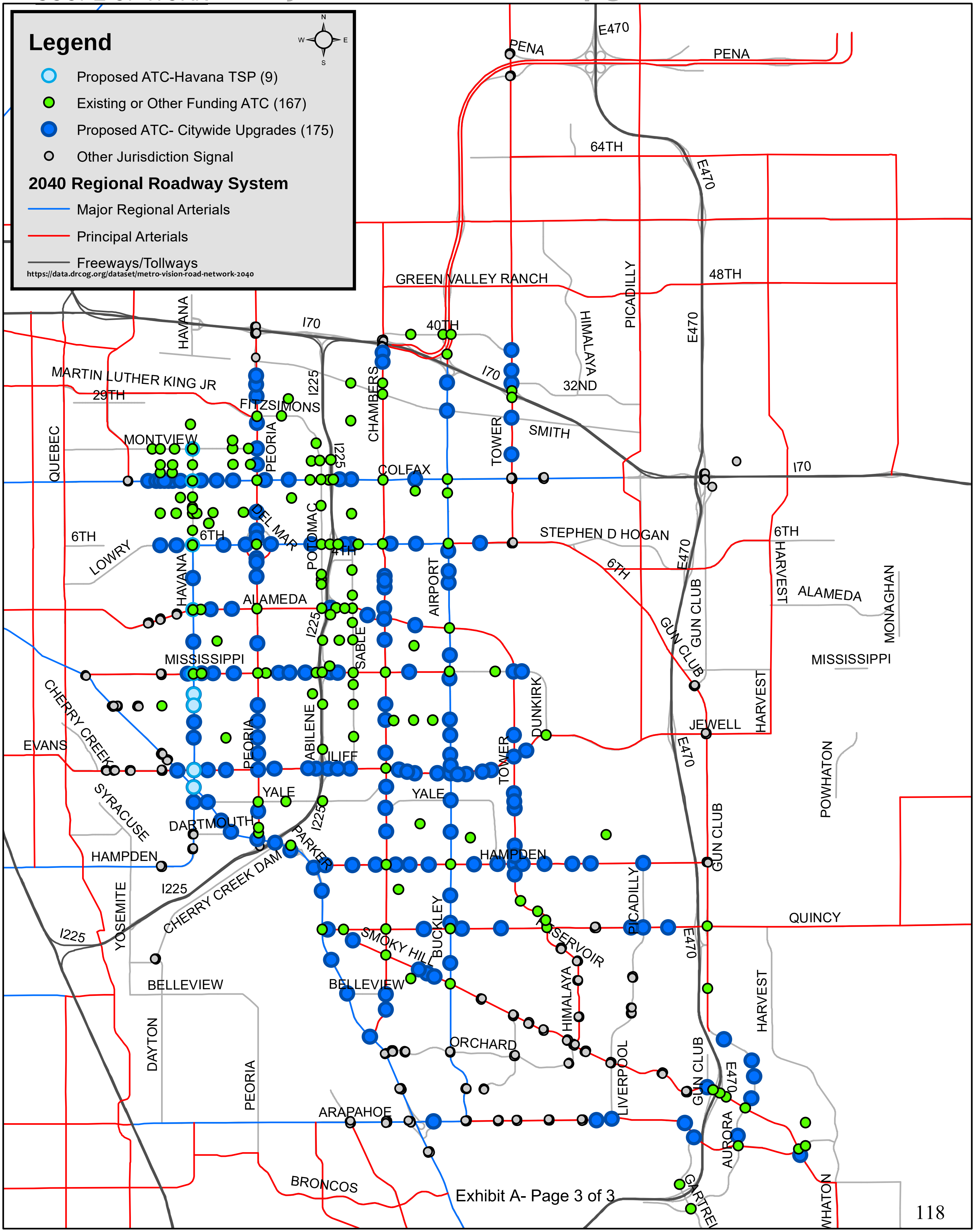

Exhibit A- Page 3 of 3

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EXHIBIT B

SAMPLE IGA OPTION LETTER

Date	State Fiscal Year	Option Letter No.
Project Code	**Original Agreement #**	

Vendor Name:

Option to unilaterally add phasing to include Design, Construction, Environmental, Utilities, ROW incidentals or Miscellaneous and to update encumbrance amount(s).

Option to unilaterally transfer funds from one phase to another phase.

Option to unilaterally add phasing to include Design, Construction, Environmental, Utilities, ROW incidentals or Miscellaneous, to update encumbrance amount(s), and to unilaterally transfer funds from one phase to another phase.

Option to unilaterally extend the term of this Agreement and/or update a Work Phase Performance Period and/or modify OMB Guidance.

Option A
In accordance with the terms of the original Agreement between the State of Colorado, Department of Transportation and the Local Agency, the State hereby exercises the option to authorize the Local Agency to add a phase and to encumber funds for the phase based on changes in funding availability and authorization. The total encumbrance is (or increased) by $0.00. A new **Exhibit C-1** is made part of the original Agreement and replaces **Exhibit C**.

Option B

In accordance with the terms of the original Agreement between the State of Colorado, Department of Transportation and the Local Agency, the State hereby exercises the option to transfer funds based on variance in actual phase costs and original phase estimates. A new **Exhibit C-1** is made part of the original Agreement and replaces **Exhibit C**.

Option C

In accordance with the terms of the original Agreement between the State of Colorado, Department of Transportation and the Local Agency, the State hereby exercises the option to 1) release the Local Agency to begin a phase; 2) to encumber funds for the phase based upon changes in funding availability and authorization; and 3) to transfer funds from phases based on variance in actual phase costs and original phase estimates. A new **Exhibit C-1** is made part of the original Agreement and replaces **Exhibit C**.

Option D
In accordance with the terms of the original Agreement between the State of Colorado, Department of Transportation and the Local Agency, the State hereby exercises the option extend the term of this Agreement and/or update a Work Phase Performance Period and/or modify information required under the OMB Uniform Guidance, as outlined in **Exhibit C**. This is made part of the original Agreement and replaces the Expiration Date shown on the Signature and Cover Page. Any updated version of **Exhibit C** shall be attached to any executed Option Letter as **Exhibit C-1** (with subsequent exhibits labeled **C-2**, **C-3**, etc.).

The effective date of this option letter is upon approval of the State Controller or delegate.

STATE OF COLORADO
Jared S. Polis
Department of Transportation

By:____
Stephen Harelson, P.E., Chief Engineer
(For) Shoshana M. Lew, Executive Director

Date: ____

ALL AGREEMENTS MUST BE APPROVED BY THE STATE CONTROLLER

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

STATE OF COLORADO
STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: ____
Colorado Department of Transportation

Date:__________________________________

EXHIBIT C

FUNDING PROVISIONS

City of Aurora Project # AQC M055-061 (25039)

A. Cost of Work Estimate

The Local Agency has estimated the total cost the Work to be $795,800.00, which is to be funded as follows:

1. FUNDING

AQC M055-061 (25039)

a. Federal Funds (100.00% of CMAQ Award)	$	795,800.00
b. Local Agency Funds (0.00% of CMAQ Award)	$	0.00
TOTAL FUNDS ALL SOURCES	**$**	**795,800.00**

2. OMB UNIFORM GUIDANCE

a.	Federal Award Identification Number (FAIN):	TBD
b.	Name of Federal Awarding Agency:	FHWA
c.	Local Agency Unique Entity Identifier	TBD
d.	Assistance Listing # Highway Planning and Construction	ALN 20.205
e.	Is the Award for R&D?	No
f.	Indirect Cost Rate (if applicable)	N/A
g.	Amount of Federal Funds Obligated by this Action:	$0.00
h.	Amount of Federal Funds Obligated to Date (including this Action):	$0.00

3. ESTIMATED PAYMENT TO LOCAL AGENCY

a. Federal Funds Budgeted		$	795,800.00
b. Less Estimated Federal Share of CDOT-Incurred Costs		$	0.00
TOTAL ESTIMATED PAYMENT TO LOCAL AGENCY	**100%**	**$**	**795,800.00**
TOTAL ESTIMATED FUNDING BY LOCAL AGENCY	**0.00%**	**$**	**0.00**
TOTAL PROJECT ESTIMATED FUNDING	**100.00%**	**$**	**795,800.00**

4. FOR CDOT ENCUMBRANCE PURPOSES

Type of Fed Funds

a. Total Encumbrance Amount (Federal funds + Local Agency funds)	$	795,800.00
b. Less ROW Acquisition 3111 and/or ROW Relocation 3109	$	0.00
NET TO BE ENCUMBERED BY CDOT IS AS FOLLOWS	**$**	**795,800.00**

Note: No funds are currently available. Design and Construction funds will become available after execution of an Option letter (Exhibit B) or formal Amendment.

Type of Fed Fund

WBS Element 23630.10.30	Performance Period Start*/End Date TBD-TBD	Design	3020	$0.00
WBS Element 23630.20.10	Performance Period Start*/End Date TBD-TBD	Const.	3301	$0.00

* For CMAQ, AQC M055-061 (25039) the Local Agency should not begin work until all three (3) of the following are in place: 1) Phase Performance Period Start Date; 2) the execution of the document encumbering funds for the respective phase; and 3) Local Agency receipt of the official Notice to Proceed. Any work performed

B. Funding Ratios

CMAQ Award

The funding ratio for the federal funds for this Work is 100.00% federal funds to 0.00% Local Agency funds, and this ratio applies only to the $795,800.00 that is eligible for federal funding. All other costs are borne by the Local Agency at 100%. If the total cost of performance of the Work exceeds $795,800.00, and additional federal funds are available for the Work, the Local Agency shall pay 0.00% of all such costs eligible for federal funding and 100% of all other costs. If additional federal funds are not available, the Local Agency shall pay all such excess costs. If the total cost of performance of the Work is less than $795,800.00, then the amounts of Local Agency and federal funds will be decreased in accordance with the funding ratio described herein. **This applies to the entire scope of Work.**

C. Maximum Amount Payable

CMAQ Award

The maximum amount payable to the Local Agency under this Agreement shall be $795,800.00. For CDOT accounting purposes, the federal funds of $795,800.00 and the Local Agency funds of $0.00 will be encumbered for a total encumbrance of $795,800.00, unless this amount is increased by an executed amendment before any increased cost is incurred. The total cost of the Work is the best estimate available, based on the design data as approved at the time of execution of this Agreement, and that any cost is subject to revisions agreed to by the parties prior to bid and award. The maximum amount payable will be reduced without amendment when the actual amount of the Local Agency's awarded Agreement is less than the budgeted total of the federal participating funds and the Local Agency matching funds. The maximum amount payable will be reduced through the execution of an Option Letter as described in Section 7. E. of this contract. **This applies to the entire scope of Work.**

D. Single Audit Act Amendment

All state and local government and non-profit organizations receiving $750,000 or more from all funding sources defined as federal financial assistance for Single Audit Act Amendment purposes shall comply with the audit requirements of 2 CFR part 200, subpart F (Audit Requirements) see also, 49 CFR 18.20 through 18.26. The Single Audit Act Amendment requirements applicable to the Local Agency receiving federal funds are as follows:

i. **Expenditure less than $750,000**
If the Local Agency expends less than $750,000 in Federal funds (all federal sources, not just Highway funds) in its fiscal year then this requirement does not apply.

ii. **`Expenditure of $750,000 or more-Highway Funds Only**
If the Local Agency expends $750,000 or more, in Federal funds, but only received federal Highway funds (Catalog of Federal Domestic Assistance, CFDA 20.205) then a program specific audit shall be performed. This audit will examine the "financial" procedures and processes for this program area.

iii. **Expenditure of $750,000 or more-Multiple Funding Sources**
If the Local Agency expends $750,000 or more in Federal funds, and the Federal funds are from multiple sources (FTA, HUD, NPS, etc.) then the Single Audit Act applies, which is an audit on the entire organization/entity.

iv. **Independent CPA**
Single Audit shall only be conducted by an independent CPA, not by an auditor on staff. An audit is an allowable direct or indirect cost.

EXHIBIT D

LOCAL AGENCY RESOLUTION (IF APPLICABLE)

EXHIBIT E

Local Agency Contract Administration Checklist

COLORADO DEPARTMENT OF TRANSPORTATION

LOCAL AGENCY CONTRACT ADMINISTRATION CHECKLIST

Project No.	STIP No.	Project Code	Region
AQC M055-61	SDR6744	**25039**	**01**

Project Location	Date
City of Aurora	**04/18/2022**

Project Description
FY23-AURORA ADVANCED TRAFFIC CONTROLLER

Local Agency	Local Agency Project Manager
Aurora	**Carlie Campuzano**
CDOT Resident Engineer Benjamin Kiene	CDOT Project Manager **Christopher Vokurka**

INSTRUCTIONS:
This checklist shall be utilized to establish the contract administration responsibilities of the individual parties to this agreement. The checklist becomes an attachment to the Local Agency agreement. Section numbers correspond to the applicable chapters of the *CDOT Local Agency Manual*.

The checklist shall be prepared by placing an "X" under the responsible party, opposite each of the tasks. The "X" denotes the party responsible for initiating and executing the task. Only one responsible party should be selected. When neither CDOT nor the Local Agency is responsible for a task, not applicable (NA) shall be noted. In addition, a "#" will denote that CDOT must concur or approve.

Tasks that will be performed by Headquarters staff will be indicated. The Regions, in accordance with established policies and procedures, will determine who will perform all other tasks that are the responsibility of CDOT.

The checklist shall be prepared by the CDOT Resident Engineer or the CDOT Project Manager, in cooperation with the Local Agency Project Manager, and submitted to the Region Program Engineer. If contract administration responsibilities change, the CDOT Resident Engineer, in cooperation with the Local Agency Project Manager, will prepare and distribute a revised checklist.

Note:
Failure to comply with applicable Federal and State requirements may result in the loss of Federal or State participation in funding.

NO.	DESCRIPTION OF TASK	RESPONSIBLE PARTY LA	RESPONSIBLE PARTY CDOT
	TIP / STIP AND LONG-RANGE PLANS		
2.1	Review Project to ensure it is consist with STIP and amendments thereto		X
	FEDERAL FUNDING OBLIGATION AND AUTHORIZATION		
4.1	Authorize funding by phases (CDOT Form 418 - Federal-aid Program Data. Requires FHWA concurrence/involvement)		X
	PROJECT DEVELOPMENT		
5.1	Prepare Design Data - CDOT Form 463		X
5.2	Prepare Local Agency/CDOT Inter-Governmental Agreement (see also Chapter 3)		X
5.3	Conduct Consultant Selection/Execute Consultant Agreement • Project Development • Construction Contract Administration (including Fabrication Inspection Services)	 X X	
5.4	Conduct Design Scoping Review Meeting	X	
5.5	Conduct Public Involvement	X	
5.6	Conduct Field Inspection Review (FIR)	X	

EXHIBIT E

Local Agency Contract Administration Checklist

NO.	DESCRIPTION OF TASK	RESPONSIBLE PARTY LA	CDOT
5.7	Conduct Environmental Processes (may require FHWA concurrence/involvement)	X	
5.8	Acquire Right-of-Way (may require FHWA concurrence/involvement)	X	
5.9	Obtain Utility and Railroad Agreements	X	
5.10	Conduct Final Office Review (FOR)	X	
5.11	Justify Force Account Work by the Local Agency	X	
5.12	Justify Proprietary, Sole Source, or Local Agency Furnished Items	X	
5.13	Document Design Exceptions - CDOT Form 464	X	
5.14	Prepare Plans, Specifications and Construction Cost Estimates	X	
5.15	Ensure Authorization of Funds for Construction		X
PROJECT DEVELOPMENT CIVIL RIGHTS AND LABOR COMPLIANCE			
6.1	Set Underutilized Disadvantaged Business Enterprise (UBDE) Goals for Consultant and Construction Contracts (CDOT Region EEO/Civil Rights Specialist)	X	
6.2	Determine Applicability of Davis-Bacon Act This project ☐ is X is not exempt from Davis-Bacon requirements as determined by the functional classification of the project location (Projects located on local roads and rural minor collectors may be exempt.) **Benjamin Kiene** **10/18/2021** CDOT Resident Engineer (Signature on File) Date		X
6.3	Set On-the-Job Training Goals. Goal is zero if total construction is less than $1 million (CDOT Region EEO/Civil Rights Specialist)		X
6.4	Title VI Assurances	X	
	Ensure the correct Federal Wage Decision, all required Disadvantaged Business Enterprise/On-the-Job Training special provisions and FHWA Form 1273 are included in the Contract (CDOT Resident Engineer)		X
ADVERTISE, BID AND AWARD			
7.1	Obtain Approval for Advertisement Period of Less Than Three Weeks	X	
7.2	Advertise for Bids	X	
7.3	Distribute "Advertisement Set" of Plans and Specifications	X	
7.4	Review Worksite and Plan Details with Prospective Bidders While Project Is Under Advertisement	X	
7.5	Open Bids	X	
7.6	Process Bids for Compliance		
	Check CDOT Form 1415 – Commitment Confirmation when the low bidder meets UDBE goals		X
	Evaluate CDOT Form 1416 - Good Faith Effort Report and determine if the Contractor has made a good faith effort when the low bidder does not meet DBE goals		X
	Submit required documentation for CDOT award concurrence	X	
7.7	Concurrence from CDOT to Award		X
7.8	Approve Rejection of Low Bidder		X
7.9	Award Contract	X	
7.10	Provide "Award" and "Record" Sets of Plans and Specifications	X	
CONSTRUCTION MANAGEMENT			
8.1	Issue Notice to Proceed to the Contractor	X	
8.2	Project Safety		X
8.3	Conduct Conferences:		
	Pre-Construction Conference (Appendix B) • Fabrication Inspection Notifications	X	
	Pre-survey • Construction staking • Monumentation	X X	
	Partnering (Optional)	X	
	Structural Concrete Pre-Pour (Agenda is in *CDOT Construction Manual)*	X	

EXHIBIT E

Local Agency Contract Administration Checklist

NO.	DESCRIPTION OF TASK	RESPONSIBLE PARTY LA	CDOT
	Concrete Pavement Pre-Paving (Agenda is in *CDOT Construction Manual)*	X	
	HMA Pre-Paving (Agenda is in *CDOT Construction Manual)*	X	
8.4	Develop and distribute Public Notice of Planned Construction to media and local residents	X	
8.5	Supervise Construction		
	A Professional Engineer (PE) registered in Colorado, who will be "in responsible charge of construction supervision." **Carlie Campuzano** — **303-739-7309** Local Agency Professional Engineer or CDOT Resident Engineer — Phone number	X	
	Provide competent, experienced staff who will ensure the Contract work is constructed in accordance with the plans and specifications	X	
	Construction inspection and documentation	X	
	Fabrication Inspection and documentation	X	
8.6	Approve Shop Drawings	X	
8.7	Perform Traffic Control Inspections	X	
8.8	Perform Construction Surveying	X	
8.9	Monument Right-of-Way	X	
8.10	Prepare and Approve Interim and Final Contractor Pay Estimates Provide the name and phone number of the person authorized for this task. **Carlie Campuzano** — **303-739-7309** Local Agency Representative — Phone number	X	
8.11	Prepare and Approve Interim and Final Utility and Railroad Billings	X	
8.12	Prepare and Authorize Change Orders	X	
8.13	Submit Change Order Package to CDOT	X	
8.14	Prepare Local Agency Reimbursement Requests	X	
8.15	Monitor Project Financial Status	X	
8.16	Prepare and Submit Monthly Progress Reports	X	
8.17	Resolve Contractor Claims and Disputes	X	
8.18	Conduct Routine and Random Project Reviews Provide the name and phone number of the person responsible for this task. **Benjamin Kiene** — **303-512-4025** CDOT Resident Engineer — Phone number		X
MATERIALS			
9.1	Discuss Materials at Pre-Construction Meeting • Buy America documentation required **prior to** installation of steel	X	
9.2	Complete CDOT Form 250 - Materials Documentation Record • Generate form, which includes determining the minimum number of required tests and applicable material submittals for all materials placed on the project • Update the form as work progresses • Complete and distribute form after work is completed	 X X X	
9.3	Perform Project Acceptance Samples and Tests	X	
9.4	Perform Laboratory Verification Tests	X	
9.5	Accept Manufactured Products Inspection of structural components: • Fabrication of structural steel and pre-stressed concrete structural components • Bridge modular expansion devices (0" to 6" or greater) • Fabrication of bearing devices	X X X X	
9.6	Approve Sources of Materials	X	
9.7	Independent Assurance Testing (IAT), Local Agency Procedures ☐ CDOT Procedures ☐ • Generate IAT schedule	 X	

EXHIBIT E

Local Agency Contract Administration Checklist

NO.	DESCRIPTION OF TASK	RESPONSIBLE PARTY LA	RESPONSIBLE PARTY CDOT
	• Schedule and provide notification • Conduct IAT	X X	
9.8	Approve mix designs • Concrete • Hot mix asphalt	 X X	
9.9	Check Final Materials Documentation	X	
9.10	Complete and Distribute Final Materials Documentation	X	
CONSTRUCTION CIVIL RIGHTS AND LABOR COMPLIANCE			
10.1	Fulfill Project Bulletin Board and Pre-Construction Packet Requirements	X	
10.2	Process CDOT Form 205 - Sublet Permit Application Review and sign completed CDOT Form 205 for each subcontractor, and submit to EEO/Civil Rights Specialist	X	
10.3	Conduct Equal Employment Opportunity and Labor Compliance Verification Employee Interviews. Complete CDOT Form 280	X	
10.4	Monitor Disadvantaged Business Enterprise Participation to Ensure Compliance with the "Commercially Useful Function" Requirements	X	
10.5	Conduct Interviews When Project Utilizes On-the-Job Trainees. Complete CDOT Form 200 - OJT Training Questionnaire	X	
10.6	Check Certified Payrolls (Contact the Region EEO/Civil Rights Specialists for training requirements.)	X	
10.7	Submit FHWA Form 1391 - Highway Construction Contractor's Annual EEO Report	X	
FINALS			
11.1	Conduct Final Project Inspection. Complete and submit CDOT Form 1212 - Final Acceptance Report (Resident Engineer with mandatory Local Agency participation.)	X	X
11.2	Write Final Project Acceptance Letter	X	
11.3	Advertise for Final Settlement	X	
11.4	Prepare and Distribute Final As-Constructed Plans	X	
11.5	Prepare EEO Certification	X	
11.6	Check Final Quantities, Plans, and Pay Estimate; Check Project Documentation; and submit Final Certifications	X	
11.7	Check Material Documentation and Accept Final Material Certification (See Chapter 9)	X	
11.8	Obtain CDOT Form 1419 from the Contractor and Submit to the Resident Engineer	X	
11.9	(FHWA Form 47 discontinued)	X	
11.10	Complete and Submit CDOT Form 1212 – Final Acceptance Report (by CDOT)		X
11.11	Process Final Payment	X	
11.12	Complete and Submit CDOT Form 950 - Project Closure		X
11.13	Retain Project Records for Six Years from Date of Project Closure	X	
11.14	Retain Final Version of Local Agency Contract Administration Checklist	X	

cc: CDOT Resident Engineer/Project Manager
CDOT Region Program Engineer
CDOT Region EEO/Civil Rights Specialist
CDOT Region Materials Engineer
CDOT Contracts and Market Analysis Branch
Local Agency Project Manager

EXHIBIT F

CERTIFICATION FOR FEDERAL-AID CONTRACTS

The Local Agency certifies, by signing this Agreement, to the best of its knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, Agreement, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer of Congress, or an employee of a Member of Congress in connection with this Federal contract, Agreement, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such sub-recipients shall certify and disclose accordingly.

EXHIBIT G

DISADVANTAGED BUSINESS ENTERPRISE

SECTION 1. Policy.

It is the policy of the Colorado Department of Transportation (CDOT) that disadvantaged business enterprises shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal fundsunder this agreement, pursuant to 49 CFR Part 26. Consequently, the 49 CFR Part IE DBE requirements the Colorado Department of Transportation DBE Program (or a Local Agency DBE Program approved in advance by the State) applyto this agreement.

SECTION 2. DBE Obligation.

The recipient or the Local Agency agrees to ensure that disadvantaged business enterprises as determined by the Office of Certification at the Colorado Department of Regulatory Agencies have the maximum opportunity to participate in theperformance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard, all participants or contractors shall take all necessary and reasonable steps in accordance with the CDOTDBE program (or a Local Agency DBE Program approved in advance by the State) to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of CDOT assisted contracts.

SECTION 3 DBE Program.

The Local Agency (sub-recipient) shall be responsible for obtaining the Disadvantaged Business Enterprise Program ofthe Colorado Department of Transportation, 1988, as amended, and shall comply with the applicable provisions of the program. (If applicable).

A copy of the DBE Program is available from and will be mailed to the Local Agency

upon request: BusinessPrograms Office

Colorado Department of Transportation

2829 West Howard PlaceDenver,

Colorado 80204

Phone: (303) 757-9007

REQUIRED BY 49 CFR
PART 26

EXHIBIT H

LOCAL AGENCY PROCEDURES FOR CONSULTANT SERVICES

Title 23 Code of Federal Regulations (CFR) 172 applies to a federally funded Local Agency project agreement administered by CDOT that involves professional consultant services. 23 CFR 172.1 states "The policies and procedures involve federally funded contracts for engineering and design related services for projects subject to the provisions of 23 U.S.C. 112(a) and are issued to ensure that a qualified consultant is obtained through an equitable selection process, that prescribed work is properly accomplished in a timely manner, and at fair and reasonable cost" and according to 23 CFR 172.5 "Price shall not be used as a factor in the analysis and selection phase." Therefore, local agencies must comply with these CFR requirements when obtaining professional consultant services under a federally funded consultant contract administered by CDOT.

CDOT has formulated its procedures in Procedural Directive (P.D.) 400.1 and the related operations guidebook titled "Obtaining Professional Consultant Services". This directive and guidebook incorporate requirements from both Federal and State regulations, i.e., 23 CFR 172 and CRS §24-30-1401 et seq. Copies of the directive and the guidebook may be obtained upon request from CDOT's Agreements and Consultant Management Unit. [Local agencies should have their own written procedures on file for each method of procurement that addresses the items in 23 CFR 172].

Because the procedures and laws described in the Procedural Directive and the guidebook are quite lengthy, the subsequent steps serve as a short-hand guide to CDOT procedures that a Local Agency must follow in obtaining professional consultant services. This guidance follows the format of 23 CFR 172. The steps are:

1. The contracting Local Agency shall document the need for obtaining professional services.

2. Prior to solicitation for consultant services, the contracting Local Agency shall develop a detailed scope of work and a list of evaluation factors and their relative importance. The evaluation factors are those identified in C.R.S. 24-30-1403. Also, a detailed cost estimate should be prepared for use during negotiations.

3. The contracting agency must advertise for contracts in conformity with the requirements of C.R.S. 24-30-1405. The public notice period, when such notice is required, is a minimum of 15 days prior to the selection of the three most qualified firms and the advertising should be done in one or more daily newspapers of general circulation.

4. The Local Agency shall not advertise any federal aid contract without prior review by the CDOT Regional Civil Rights Office (RCRO) to determine whether the contract shall be subject to a DBE contract goal. If the RCRO determines a goal is necessary, then the Local Agency shall include the goal and the applicable provisions within the advertisement. The Local Agency shall not award a contract to any Contractor or Consultant without the confirmation by the CDOT Civil Rights and Business Resource Center that the Contractor or Consultant has demonstrated good faith efforts. The Local Agency shall work with the CDOT RCRO to ensure compliance with the established terms during the performance of the contract.

5. The Local Agency shall require that all contractors pay subcontractors for satisfactory performance of work no later than 30 days after the receipt of payment for that work from the contractor. For construction projects, this time period shall be reduced to seven days in accordance with Colorado Revised Statute 24-91-103(2). If the Local Agency withholds retainage from contractors and/or allows contractors to withhold retainage from subcontractors, such retainage provisions must comply with 49 CFR 26.29.

6. Payments to all Subconsultants shall be made within thirty days of receipt of payment from [the Local Agency] or no later than ninety days from the date of the submission of a complete invoice from the Subconsultant, whichever occurs first. If the Consultant has good cause to dispute an amount invoiced by a Subconsultant, the Consultant shall notify [the Local Agency] no later than the required date for payment. Such notification shall include the amount disputed and justification for the withholding. The Consultant shall maintain records of payment that show amounts paid to all Subconsultants. Good cause does not include the Consultant's failure to submit an invoice to the Local Agency or to deposit payments made.

7. The analysis and selection of the consultants shall be done in accordance with CRS §24-30-1403. This section of the regulation identifies the criteria to be used in the evaluation of CDOT pre-qualified prime consultants and their team. It also shows which criteria are used to short-list and to make a final selection.

The short-list is based on the following evaluation factors:

a. Qualifications,

b. Approach to the Work,

c. Ability to furnish professional services.

d. Anticipated design concepts, and

e. Alternative methods of approach for furnishing the professional services. Evaluation factors for final selection are the consultant's:

a. Abilities of their personnel,

b. Past performance,

c. Willingness to meet the time and budget requirement,

d. Location,

e. Current and projected work load,

f. Volume of previously awarded contracts, and

g. Involvement of minority consultants.

8. Once a consultant is selected, the Local Agency enters into negotiations with the consultant to obtain a fair and reasonable price for the anticipated work. Pre-negotiation audits are prepared for contracts expected to be greater than $50,000. Federal reimbursements for costs are limited to those costs allowable under the cost principles of 48 CFR 31. Fixed fees (profit) are determined with consideration given to size, complexity, duration, and degree of risk involved in the work. Profit is in the range of six to 15 percent of the total direct and indirect costs.

9. A qualified Local Agency employee shall be responsible and in charge of the Work to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of the contract. At the end of Work, the Local Agency prepares a performance evaluation (a CDOT form is available) on the consultant.

CRS §§24-30-1401 THROUGH 24-30-1408, 23 CFR PART 172, AND P.D. 400.1, PROVIDE ADDITIONAL DETAILS FOR COMPLYING WITH THE PRECEEDING EIGHT (8) STEPS.

EXHIBIT I

FEDERAL-AID CONTRACT PROVISIONS FOR CONSTRUCTION CONTRACTS

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design- build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension/debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200,230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60- 1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. **Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the- job training."

2. **EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. **Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. **Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. **Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. **Training and Promotion:** The contractor will assist in locating, qualifying, and increasing the skillsof minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey levelstatus employees in the type of trade or job classification involved.

a. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

b. The contractor will advise employees and applicants for employment of available training programs and entrance requirements foreach.

c. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. **Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. **Reasonable Accommodation for Applicants / Employees with Disabilities:** The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. **Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. **Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non- minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non- minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATEDFACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of- way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt.
Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 “Contract provisions and related matters” with minor revisions to conform to the FHWA- 1273 format and FHWA program requirements.

1. Minimum wages:

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH–1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account, assets for the meeting of obligations under the plan or program.

2. Withholding:

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally- assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records:

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis- Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5(a)(3)
(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices.

Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity.

The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S.DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal- aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. **Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. **Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. **Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. **Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. **Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and
7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility:

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
(2) the prime contractor remains responsible for the quality of the work of the leased employees;
(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal- aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of constructionon any highway or related project submitted for approval to the Secretaryof Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERALWATER POLLUTION CONTROLACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification– First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below.

The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c.The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. “First Tier Covered Transactions” refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering intothis transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph(a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. “First Tier Covered Transactions” refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactionsexceedingthe$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verifythe eligibility of its principals, as well as the eligibility of any lowertier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESSROAD CONTRACTS

This provision is applicable to all Federal-aid projects funded under theAppalachianRegionalDevelopmentActof1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-sitework, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the Statewherein thecontract work is situated,except:

a. To the extent that qualified persons regularly residing in the areaare not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of thecontractwork.

c. For the obligation of the contractor to offer employment to presentor former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph(4)below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics andother employees requiredto performthe contract work, (b) the numberof employees required in each classification, (c) the date on which theparticipant estimates such employees will be required, and (d) any otherpertinent information required by the State Employment Service to completethejob orderform.Thejob ordermaybeplacedwiththe StateEmployment Service in writing or by telephone. If during the courseofthe contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify theState Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor,or less than the number requested, the State Employment Service willforward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normallyresidein the laborarea to fill positions covered by the certificate, notwithstanding the provisions of subparagraph(1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agencyto provide a contractual preference for the use of mineral resource materials native to the Appalachianregion.

6. The contractor shall include the provisions of Sections 1 through 4of this Attachment A in every subcontract for work which is, or reasonablymaybe,doneas on-sitework.

EXHIBIT J

ADDITIONAL FEDERAL REQUIREMENTS

Federal laws and regulations that may be applicable to the Work include:

Executive Order 11246

Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967 and as supplemented in Department of Labor regulations (41 CFR Chapter 60) (All construction contracts awarded in excess of $10,000 by the Local Agencies and their contractors or the Local Agencies).

Copeland "Anti-Kickback" Act

The Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3) (All contracts and sub-Agreements for construction or repair).

Davis-Bacon Act

The Davis-Bacon Act (40 U.S.C. 276a to a-7) as supplemented by Department of Labor regulations (29 CFR Part 5) (Construction contracts in excess of $2,000 awarded by the Local Agencies and the Local Agencies when required by Federal Agreement program legislation. This act requires that all laborers and mechanics employed by contractors or sub-contractors to work on construction projects financed by federal assistance must be paid wages not less than those established for the locality of the project by the Secretary of Labor).

Contract Work Hours and Safety Standards Act

Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). (Construction contracts awarded by the Local Agency's in excess of $2,000, and in excess of $2,500 for other contracts which involve the employment of mechanics or laborers).

Clean Air Act

Standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368). Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15) (contracts, subcontracts, and sub-Agreements of amounts more than $100,000).

Energy Policy and Conservation Act

Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).

OMB Circulars

Office of Management and Budget Circulars A-87, A-21 or A-122, and A-102 or A-110, whichever is applicable.

Hatch Act

The Hatch Act (5 USC 1501-1508) and Public Law 95-454 Section 4728. These statutes state that federal funds cannot be used for partisan political purposes of any kind by any person or organization involved in the administration of federally assisted programs.

Nondiscrimination

The Local Agency shall not exclude from participation in, deny the benefits of, or subject to discrimination any person in the United States on the ground of race, color national origin, sex, age or disability. Prior to the receipt of any Federal financial assistance from CDOT, the Local Agency shall execute the attached Standard DOT Title VI assurance. As appropriate, the Local Agency shall include Appendix A, B, or C to the Standard DOT Title VI assurance in any contract utilizing federal funds, land, or other aid. The Local Agency shall also include the following in all contract advertisements:

> *The [Local Agency], in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (79 Stat. 252, 42 US.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, DBEs will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for any award.*

ADA

In any contract utilizing federal funds, land, or other federal aid, the Local Agency shall require the federal-aid recipient or contractor to provide a statement of written assurance that they will comply with Section 504 and not discriminate on the basis of disability.

Uniform Relocation Assistance and Real Property Acquisition Policies Act

The Uniform Relocation Assistance and Real Property Acquisition Policies Act, as amended (Public Law 91-646, as amended and Public Law 100-17, 101 Stat. 246-256). (If the contractor is acquiring real property and displacing households or businesses in the performance of the Agreement).

Drug-Free Workplace Act

The Drug-Free Workplace Act (Public Law 100-690 Title V, subtitle D, 41 USC 701 et seq.).

Age Discrimination Act of 1975

The Age Discrimination Act of 1975, 42 U.S.C. Sections 6101 et. seq. and its implementing regulation, 45 C.F.R. Part 91; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794, as amended, and implementing regulation 45 C.F.R. Part 84.

23 C.F.R. Part 172

23 C.F.R. Part 172, concerning "Administration of Engineering and Design Related Contracts".

23 C.F.R Part 633

23 C.F.R Part 633, concerning "Required Contract Provisions for Federal-Aid Construction Contracts".

23 C.F.R. Part 635

23 C.F.R. Part 635, concerning "Construction and Maintenance Provisions".

Title VI of the Civil Rights Act of 1964 and 162(a) of the Federal Aid Highway Act of 1973

Title VI of the Civil Rights Act of 1964 and 162(a) of the Federal Aid Highway Act of 1973. The requirements for which are shown in the Nondiscrimination Provisions, which are attached hereto and made a part hereof.

Nondiscrimination Provisions:

In compliance with Title VI of the Civil Rights Act of 1964 and with Section 162(a) of the Federal Aid Highway Act of 1973, the Contractor, for itself, its assignees, and successors in interest, agree as follows:

i. Compliance with Regulations

The Contractor will comply with the Regulations of the Department of Transportation relative to nondiscrimination in Federally assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this Agreement.

ii. Nondiscrimination

The Contractor, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the ground of race, color, sex, mental or physical handicap or national origin in the selection and retention of Subcontractors, including procurement of materials and leases of equipment. The Contractor will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix C of the Regulations.

iii. Solicitations for Subcontracts, Including Procurement of Materials and Equipment

In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurement of materials or equipment, each potential Subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Agreement and the Regulations relative to nondiscrimination on the ground of race, color, sex, mental or physical handicap or national origin.

iv. Information and Reports

The Contractor will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of the Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the State, or the FHWA as appropriate and shall set forth what efforts have been made to obtain the information.

v. Sanctions for Noncompliance

In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Agreement, the State shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to: **a.** Withholding of payments to the Contractor under the contract until the Contractor complies, and/or **b.** Cancellation, termination or suspension of the contract, in whole or in part.

Incorporation of Provisions §22

The Contractor will include the provisions of this Exhibit J in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, orders, or instructions issued pursuant thereto. The Contractor will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event the Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or supplier as a result of such direction, the Contractor may request the State to enter into such litigation to protect the interest of the State and in addition, the Contractor may request the FHWA to enter into such litigation to protect the interests of the United States.

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SAMPLE

The United States Department of Transportation (USDOT) Standard Title VI/Non-Discrimination Assurances for Local Agencies

DOT Order No. 1050.2A

The [Local Agency] (herein referred to as the "Recipient"), **HEREBY AGREES THAT**, as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation (DOT), through the Colorado Department of Transportation and the Federal Highway Administration (FHWA), Federal Transit Administration (FTA), and Federal Aviation Administration (FAA), is subject to and will comply with the following:

Statutory/Regulatory Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 C.F.R. Part 21 (entitled Non-discrimination In Federally-Assisted Programs Of The Department Of Transportation-Effectuation Of Title VI Of The Civil Rights Act Of 1964);
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

> *"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, "for which the Recipient receives Federal financial assistance from DOT, including the FHWA, FTA, or FAA.*

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these non- discrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted FHWA, FTA, and FAA assisted programs:

1. The Recipient agrees that each "activity," "facility," or "program," as defined in §§ 21.23(b) and 21.23(e) of 49 C.F.R. § 21 will be (with regard to an "activity") facilitated or will be (with regard to a "facility") operated or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests for Proposals for work, or material subject to the Acts and the Regulations made in connection with all FHWA, FTA and FAA programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source:
3. "The [Local Agency] in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 US.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity

4. to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."
5. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.

6. The Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.

7. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.

8. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.

9. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:

   a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
   b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

10. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:

    a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
    b. the period during which the Recipient retains ownership or possession of the property.

11. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.

12. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the [Local Agency] also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the FHWA, FTA, and FAA's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigationsconducted by CDOT, FHWA, FTA, or FAA. You must keep records, reports, and submit the material for review upon request to CDOT, FHWA, FTA, or FAA, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

[Local Agency] gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the FHWA, FTA, and FAA. This ASSURANCE is binding on [Local Agency], other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the FHWA, FTA, and FAA funded programs. The person(s) signing below is authorized to sign this ASSURANCE on behalf of the Recipient.

____
(***Name of Recipient***)

by____________________________________
(***Signature of Authorized Official***)

DATED_________________________________

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations**: The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, FHWA, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Non-discrimination**: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment**: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. **Information and Reports**: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the [Local Agency], CDOT or FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the [Local Agency], CDOT or FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance**: In the event of a contractor's noncompliance with the non-discrimination provisions of this contract, the [Local Agency] will impose such contract sanctions as it, CDOT or FHWA may determine to be appropriate, including, but not limited to:

   a. withholding payments to the contractor under the contract until the contractor complies; and/or
   b. cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions**: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the [Local Agency], CDOT or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the [Local Agency] will accept title to the lands and maintain the project constructed thereon in accordance with (***Name of Appropriate Legislative Authority***), the Regulations for the Administration of (***Name of Appropriate Program***), and the policies and procedures prescribed by the FHWA of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the [Local Agency] all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto [Local Agency] and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the [Local Agency] its successors and assigns.

The [Local Agency], in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the [Local Agency] will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended [, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the [Local Agency] pursuant to the provisions of Assurance 7(a):

A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:

    1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, [Local Agency] will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued. *

C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the [Local Agency] will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the [Local Agency] and its assigns. *

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by [Local Agency] pursuant to the provisions of Assurance 7(b):

A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.

B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non- discrimination covenants, [Local Agency] will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued. *

C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, [Local Agency] will there upon revert to and vest in and become the absolute property of [Local Agency] of Transportation and its assigns. *

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination onthe basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601),(prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis ofsex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on thebasis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, orsex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability ofTitle VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all ofthe programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation,and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

EXHIBIT K

FFATA SUPPLEMENTAL FEDERAL PROVISIONS

State of Colorado
Supplemental Provisions for
Federally Funded Contracts, Grants, and Purchase Orders
Subject to
The Federal Funding Accountability and Transparency Act of 2006 (FFATA), As Amended
Revised as of 3-20-13

The contract, grant, or purchase order to which these Supplemental Provisions are attached has been funded, in whole or in part, with an Award of Federal funds. In the event of a conflict between the provisions of these Supplemental Provisions, the Special Provisions, the contract or any attachments or exhibits incorporated into and made a part of the contract, the provisions of these Supplemental Provisions shall control.

1. **Definitions.** For the purposes of these Supplemental Provisions, the following terms shall have the meanings ascribed to them below.

   1.1. **"Award"** means an award of Federal financial assistance that a non-Federal Entity receives or administers in the form of:

   1.1.1. Grants;
   1.1.2. Contracts;
   1.1.3. Cooperative agreements, which do not include cooperative research and development agreements (CRDA) pursuant to the Federal Technology Transfer Act of 1986, as amended (15 U.S.C. 3710);
   1.1.4. Loans;
   1.1.5. Loan Guarantees;
   1.1.6. Subsidies;
   1.1.7. Insurance;
   1.1.8. Food commodities;
   1.1.9. Direct appropriations;
   1.1.10. Assessed and voluntary contributions; and
   1.1.11. Other financial assistance transactions that authorize the expenditure of Federal funds by non-Federal Entities.

   Award ***does not*** include:

   1.1.12. Technical assistance, which provides services in lieu of money;
   1.1.13. A transfer of title to Federally-owned property provided in lieu of money; even if the award is called a grant;
   1.1.14. Any award classified for security purposes; or
   1.1.15. Any award funded in whole or in part with Recovery funds, as defined in section 1512 of the American Recovery and Reinvestment Act (ARRA) of 2009 (Public Law 111-5).

   1.2. **"Contract"** means the contract to which these Supplemental Provisions are attached and includes all Award types in **§1.1.1** through **1.1.11** above.

   1.3. **"Contractor"** means the party or parties to a Contract funded, in whole or in part, with Federal financial assistance, other than the Prime Recipient, and includes grantees, subgrantees, Subrecipients, and borrowers. For purposes of Transparency Act reporting, Contractor does not include Vendors.

   1.4. **"Data Universal Numbering System (DUNS) Number"** means the nine-digit number established and assigned by Dun and Bradstreet, Inc. to uniquely identify a business entity. Dun and Bradstreet's website may be found at: http://fedgov.dnb.com/webform.

   1.5. **"Entity"** means all of the following as defined at 2 CFR part 25, subpart C;

   1.5.1. A governmental organization, which is a State, local government, or Indian Tribe;
   1.5.2. A foreign public entity;
   1.5.3. A domestic or foreign non-profit organization;

1.5.4. A domestic or foreign for-profit organization; and
1.5.5. A Federal agency, but only a Subrecipient under an Award or Subaward to a non-Federal entity.

1.6. "Executive" means an officer, managing partner or any other employee in a management position.

1.7. "Federal Award Identification Number (FAIN)" means an Award number assigned by a Federal agency to a Prime Recipient.

1.8. "FFATA" means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109- 282), as amended by §6202 of Public Law 110-252. FFATA, as amended, also is referred to as the "Transparency Act."

1.9. "Prime Recipient" means a Colorado State agency or institution of higher education that receives an Award.

1.10. "Subaward" means a legal instrument pursuant to which a Prime Recipient of Award funds awards all or a portion of such funds to a Subrecipient, in exchange for the Subrecipient's support in the performance of all or any portion of the substantive project or program for which the Award was granted.

1.11. "Subrecipient" means a non-Federal Entity (or a Federal agency under an Award or Subaward to a non-Federal Entity) receiving Federal funds through a Prime Recipient to support the performance of the Federal project or program for which the Federal funds were awarded. A Subrecipient is subject to the terms and conditions of the Federal Award to the Prime Recipient, including program compliance requirements. The term "Subrecipient" includes and may be referred to as Subgrantee.

1.12. "Subrecipient Parent DUNS Number" means the subrecipient parent organization's 9-digit Data Universal Numbering System (DUNS) number that appears in the subrecipient's System for Award Management (SAM) profile, if applicable.

1.13. "Supplemental Provisions" means these Supplemental Provisions for Federally Funded Contracts, Grants, and Purchase Orders subject to the Federal Funding Accountability and Transparency Act of 2006, As Amended, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institution of higher education.

1.14. "System for Award Management (SAM)" means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at http://www.sam.gov.

1.15. "Total Compensation" means the cash and noncash dollar value earned by an Executive during the Prime Recipient's or Subrecipient's preceding fiscal year and includes the following:

1.15.1. Salary and bonus;
1.15.2. Awards of stock, stock options, and stock appreciation rights, using the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2005) (FAS 123R), Shared Based Payments;
1.15.3. Earnings for services under non-equity incentive plans, not including group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of Executives and are available generally to all salaried employees;
1.15.4. Change in present value of defined benefit and actuarial pension plans;
1.15.5. Above-market earnings on deferred compensation which is not tax-qualified;
1.15.6. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the Executive exceeds $10,000.

1.16. "**Transparency Act**" means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. The Transparency Act also is referred to as FFATA.

1.17 "Vendor" means a dealer, distributor, merchant or other seller providing property or services required for a project or program funded by an Award. A Vendor is not a Prime Recipient or a Subrecipient and is not subject to the terms and conditions of the Federal award. Program compliance requirements do not pass through to a Vendor.

2. **Compliance.** Contractor shall comply with all applicable provisions of the Transparency Act and the regulations issued pursuant thereto, including but not limited to these Supplemental Provisions. Any revisions to such provisions or regulations shall automatically become a part of these Supplemental Provisions, without the necessity of either party executing any further instrument. The State of Colorado may provide written notification to Contractor of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.

3. **System for Award Management (SAM) and Data Universal Numbering System (DUNS) Requirements.**

   3.1. SAM. Contractor shall maintain the currency of its information in SAM until the Contractor submits the final financial report required under the Award or receives final payment, whichever is later. Contractor shall review and update SAM information at least annually after the initial registration, and more frequently if required by changes in its information.

   3.2. DUNS. Contractor shall provide its DUNS number to its Prime Recipient, and shall update Contractor's information in Dun & Bradstreet, Inc. at least annually after the initial registration, and more frequently if required by changes in Contractor's information.

4. **Total Compensation.** Contractor shall include Total Compensation in SAM for each of its five most highly compensated Executives for the preceding fiscal year if:

   4.1. The total Federal funding authorized to date under the Award is $25,000 or more; and

   4.2. In the preceding fiscal year, Contractor received:

      4.2.1. 80% or more of its annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and

      4.2.2. $25,000,000 or more in annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and

   4.3. The public does not have access to information about the compensation of such Executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or § 6104 of the Internal Revenue Code of 1986.

5. **Reporting.** Contractor shall report data elements to SAM and to the Prime Recipient as required in §7 below if Contractor is a Subrecipient for the Award pursuant to the Transparency Act. No direct payment shall be made to Contractor for providing any reports required under these Supplemental Provisions and the cost of producing such reports shall be included in the Contract price. The reporting requirements in §7 below are based on guidance from the US Office of Management and Budget (OMB), and as such are subject to change at any time by OMB. Any such changes shall be automatically incorporated into this Contract and shall become part of Contractor's obligations under this Contract, as provided in **§2** above. The Colorado Office of the State Controller will provide summaries of revised OMB reporting requirements at http://www.colorado.gov/dpa/dfp/sco/FFATA.htm.

6. **Effective Date and Dollar Threshold for Reporting.** The effective date of these Supplemental Provisions apply to new Awards as of October 1, 2010. Reporting requirements in §7 below apply to new Awards as of October 1, 2010, if the initial award is $25,000 or more. If the initial Award is below $25,000 but subsequent Award modifications result in a total Award of $25,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds $25,000. If the initial Award is $25,000 or more, but funding is subsequently de-obligated such that the total award amount falls below $25,000, the Award shall continue to be subject to the reporting requirements.

7. **Subrecipient Reporting Requirements.** If Contractor is a Subrecipient, Contractor shall report as set forth below.

7.1 To SAM. A Subrecipient shall register in SAM and report the following data elements in SAM ***for each*** Federal Award Identification Number no later than the end of the month following the month in which the Subaward was made:

7.1.1 Subrecipient DUNS Number;

7.1.2 Subrecipient DUNS Number + 4 if more than one electronic funds transfer (EFT) account;

7.1.3 Subrecipient Parent DUNS Number;

7.1.4 Subrecipient's address, including: Street Address, City, State, Country, Zip + 4, and Congressional District;

7.1.5 Subrecipient's top 5 most highly compensated Executives if the criteria in §4 above are met; and

7.1.6 Subrecipient's Total Compensation of top 5 most highly compensated Executives if criteria in §4 above met.

7.2 To Prime Recipient. A Subrecipient shall report to its Prime Recipient, upon the effective date of the Contract, the following dataelements:

7.2.1 Subrecipient's DUNS Number as registered in **SAM**.

7.2.2 Primary Place of Performance Information, including: Street Address, City, State, Country, Zip code + 4, and Congressional District.

8. Exemptions.

8.1. These Supplemental Provisions do not apply to an individual who receives an Award as a natural person, unrelated to any business or non-profit organization he or she may own or operate in his or her name.

8.2 A Contractor with gross income from all sources of less than $300,000 in the previous tax year is exempt from the requirements to report Subawards and the Total Compensation of its most highly compensated Executives.

8.3 Effective October 1, 2010, "Award" currently means a grant, cooperative agreement, or other arrangement as defined in Section 1.1 of these Special Provisions. On future dates "Award" may include other items to be specified by OMB in policy memoranda available at the OMB Web site; Award also will include other types of Awards subject to the Transparency Act.

8.4 There are no Transparency Act reporting requirements for Vendors.

Event of Default. Failure to comply with these Supplemental Provisions shall constitute an event of default under the Contract and the State of Colorado may terminate the Contract upon 30 days prior written notice if the default remains uncured five calendar days following the termination of the 30 day notice period. This remedy will be in addition to any other remedy available to the State of Colorado under the Contract, at law or in equity.

EXHIBIT L

SAMPLE SUBRECIPIENT MONITORING AND RISK ASSESSMENT

CDOT SUBRECIPIENT RISK ASSESSMENT	Date:
Name of Entity (Subrecipient):	
Name of Project / Program:	
Estimated Award Period:	
Entity Executive Director or VP:	
Entity Chief Financial Officer:	
Entity Representative for this Self Assessment:	

	Instructions: (See "Instructions" tab for more information) *1. Check only one box for each question. All questions are required to be answered.* *2. Utilize the "Comment" section below the last question for additional responses.* *3. When complete, check the box at the bottom of the form to authorize.*	Yes	No	N/A
	EXPERIENCE ASSESSMENT	Yes	No	N/A
1	Is your entity new to operating or managing federal funds (has not done so within the past three years)?	☐	☐	
2	Is this funding program new for your entity (managed for less than three years)? *Examples of funding programs include CMAQ, TAP, STP-M, etc.*	☐	☐	
3	Does your staff assigned to the program have at least three full years of experience with this federal program?	☐	☐	
	MONITORING/AUDIT ASSESSMENT	Yes	No	N/A
4	Has your entity had an on-site project or grant review from an external entity *(e.g., CDOT, FHWA)* within the last three years?	☐	☐	☐
5	a) Were there non-compliance issues in this prior review?	☐	☐	☐
	b) What were the number and extent of issues in prior review?	☐ 1 to 2	☐ >3	☐
	OPERATION ASSESSMENT	Yes	No	N/A
6	Does your entity have a time and effort reporting system in place to account for 100% of all employees' time, that can provide a breakdown of the actual time spent on each funded project? *If No, in the comment section please explain how you intend to document 100% of hours worked by employees and breakdown of time spent on each funding project.*	☐	☐	
	FINANCIAL ASSESSMENT	Yes	No	N/A
7	a) Does your entity have an indirect cost rate that is approved and current?	☐	☐	
	b) If Yes, who approved the rate, and what date was it approved?			
8	Is this grant/award 10% or more of your entity's overall funding?	☐ >10%	☐ <10%	
9	Has your entity returned lapsed* funds? **Funds "lapse" when they are no longer available for obligation.*	☐	☐	☐
10	Has your entity had difficulty meeting local match requirements in the last three years?	☐	☐	☐
11	What is the total federal funding your entity has been awarded for the last federal fiscal year, and what is your entity's fiscal year end?			

#	INTERNAL CONTROLS ASSESSMENT	Yes	No	N/A
12	Has your entity had any significant changes in key personnel or accounting system(s) in the last year? *(e.g., Controller, Exec Director, Program Mgr, Accounting Mgr, etc.) If Yes, in the comment section, please identify the accounting system(s), and / or list personnel positions and identify any that are vacant.*	☐	☐	☐
13	Does your entity have financial procedures and controls in place to accommodate a federal-aid project?	☐	☐	
14	Does your accounting system identify the receipts and expenditures of program funds separately for each award?	☐	☐	
15	Will your accounting system provide for the recording of expenditures for each award by the budget cost categories shown in the approved budget?	☐	☐	
16	Does your agency have a review process for all expenditures that will ensure that all costs are reasonable, allowable and allocated correctly to each funding source? *If Yes, in the comment section, please explain your current process for reviewing costs.*	☐	☐	☐
17	How many total FTE perform accounting functions within your organization?	☐ ≥ 6	☐ 2 to 5	☐ < 2
	IMPACT ASSESSMENT	**Yes**	**No**	**N/A**
18	For this upcoming federal award or in the immediate future, does your entity have any potential conflicts of interest* in accordance with applicable Federal awarding agency policy? *If Yes, please disclose these conflicts in writing, along with supporting information, and submit with this form. (*Any practices, activities or relationships that reasonably appear to be in conflict with the full performance of the Subrecipient's obligations to the State.)*	☐	☐	
19	For this award, has your entity disclosed to CDOT, in writing, violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the award? *Response options:* ***YES** = Check if have one or more violation(s) and have either disclosed previously to CDOT or as part of this form. In the comment section, list all violations with names of supporting documentation and submit with this form.* ***NO** = Check if have one or more violation(s) and have not disclosed previously or will not disclose as part of this form. Explain in the comment section.* ***N/A** = Check if have no violations.*	☐	☐	☐
	PROGRAM MANAGEMENT ASSESSMENT	**Yes**	**No**	**N/A**
20	Does your entity have a written process/procedure or certification statement approved by your governing board ensuring critical project personnel are capable of effectively managing Federal-aid projects? *If Yes, please submit with this form.*	☐	☐	☐
21	Does your entity have written procurement policies or certification statement for consultant selection approved by your governing board in compliance with 23 CFR 172*? *If Yes, please submit with this form. (*The Brooks Act requires agencies to promote open competition by advertising, ranking, selecting, and negotiating contracts based on demonstrated competence and qualifications, at a fair and reasonable price.)*	☐	☐	☐
22	a) Is your staff familiar with the relevant CDOT manuals and federal program requirements?	☐	☐	☐
	b) Does your entity have a written policy or a certification statement approved by your governing board assuring federal-aid projects will receive adequate inspections? *If Yes, please submit with this form.*	☐	☐	☐
	c) Does your entity have a written process or a certification statement approved by your governing board assuring a contractor's work will be completed in conformance with approved plans and specifications? *If Yes, please submit with this form.*	☐	☐	☐

d) Does your entity have a written policy or certification statement approved by your governing board assuring that materials installed on the projects are sampled and tested per approved processes. *If Yes, please submit with this form.*	☐	☐	☐
e) Does your entity have a written policy or certification statement approved by your governing board assuring that only US manufactured steel will be incorporated into the project *(Buy America requirements*)? *If Yes, please submit with this form.*	☐	☐	☐

***Comments** - As needed, include the question number and provide comments related to the above questions. Insert additional rows as needed.*

☐ ***By checking this box, the Executive Director, VP or Chief Financial Officer of this entity certifies that all information provided on this form is true and correct.***

Tool Version: v2.0 (081816)

EXHIBIT M

OMB UNIFORM GUIDANCE FOR FEDERAL AWARDS

Subject to
The Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and AuditRequirements for Federal Awards ("Uniform Guidance"),
Federal Register, Vol. 78, No. 248, 78590

The agreement to which these Uniform Guidance Supplemental Provisions are attached has been funded, in whole or in part, with an award of Federal funds. In the event of a conflict between the provisions of these Supplemental Provisions, the Special Provisions, the agreement or any attachments or exhibits incorporated into and made a part of the agreement, the provisions of these Uniform Guidance Supplemental Provisions shall control. In the event of a conflict between the provisions of these Supplemental Provisions and the FFATA Supplemental Provisions, the FFATA Supplemental Provisions shall control.

1. Definitions. For the purposes of these Supplemental Provisions, the following terms shall have the meaningsascribed to them below.

1.1. "Award" means an award by a Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Award unless the terms and conditionsof the Federal Award specifically indicate otherwise. 2 CFR §200.38

1.2. "Federal Award" means an award of Federal financial assistance or a cost-reimbursement contract underthe Federal Acquisition Requirements by a Federal Awarding Agency to a Recipient. "Federal Award"also means an agreement setting forth the terms and conditions of the Federal Award. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program.

1.3."Federal Awarding Agency" means a Federal agency providing a Federal Award to a Recipient. 2CFR §200.37

1.4. "FFATA" means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252.

1.5. "Grant" or "Grant Agreement" means an agreement setting forth the terms and conditions of an Award. The term does not include an agreement that provides only direct Federal cash assistance to an individual,a subsidy, a loan, a loan guarantee, insurance, or acquires property or services for the direct benefit of use of the Federal Awarding Agency or Recipient. 2 CFR§200.51.

1.6. "OMB" means the Executive Office of the President, Office of Management and Budget.

1.7. "Recipient" means a Colorado State department, agency or institution of higher education that receives a Federal Award from a Federal Awarding Agency to carry out an activity under a Federal program. The term does not include Subrecipients. 2 CFR §200.86

1.8. "State" means the State of Colorado, acting by and through its departments, agencies and institutions ofhigher education.

1.9. "Subrecipient" means a non-Federal entity receiving an Award from a Recipient to carry out part of aFederal program. The term does not include an individual who is a beneficiary of such program.

1.10. "Uniform Guidance" means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which supersedes requirements from OMB Circulars A-21, A-87, A-110, and A-122, OMB Circulars A-89, A-102, and A- 133, and the guidance in Circular A-50 on Single Audit Act follow-up. The terms and conditions of the Uniform Guidance flow down to Awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise.

1.11. **"Uniform Guidance Supplemental Provisions"** means these Supplemental Provisions for Federal Awards subject to the OMB Uniform Guidance, as may be revised pursuant to ongoing guidance from relevant Federal agencies or the Colorado State Controller.

2. **Compliance**. Subrecipient shall comply with all applicable provisions of the Uniform Guidance, including but notlimited to these Uniform Guidance Supplemental Provisions. Any revisions to such provisions automatically shall become a part of these Supplemental Provisions, without the necessity of either partyexecuting any further instrument. The State of Colorado may provide written notification to Subrecipient of suchrevisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.

3. **Procurement Standards.**

3.1 **Procurement Procedures.** Subrecipient shall use its own documented procurement procedures which reflect applicable State, local, and Tribal laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation,

§§200.318 through 200.326 thereof.

3.2 **Procurement of Recovered Materials**. If Subrecipient is a State Agency or an agency of a politicalsubdivision of a state, its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in theEPA guidelines.

4. **Access to Records.** Subrecipient shall permit Recipient and auditors to have access to Subrecipient's records and financial statements as necessary for Recipient to meet the requirements of §200.331 (Requirements for pass through entities), §§200.300 (Statutory and national policy requirements) through 200.309 (Period of performance), and Subpart F-Audit Requirements of the Uniform Guidance. 2 CFR §200.331(a)(5).

5. **Single Audit Requirements.** If Subrecipient expends $750,000 or more in Federal Awards during Subrecipient's fiscal year, Subrecipient shall procure or arrange for a single or program-specific audit conducted for that year in accordance with the provisions of Subpart F-Audit Requirements of the Uniform Guidance, issued pursuant tothe Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507). 2 CFR §200.501.

5.1 **Election**. Subrecipient shall have a single audit conducted in accordance with Uniform Guidance §200.514(Scope of audit), except when it elects to have a program-specific audit conducted in accordance with §200.507 (Program-specific audits). Subrecipient may elect to have a program-specific audit if Subrecipient expends Federal Awards under only one Federal program (excluding research and development) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of Recipient. A program-specific audit may not be electedfor research and development unless all of the Federal Awards expended were received from Recipient and Recipient approves in advance a program-specific audit.

5.2 **Exemption**. If Subrecipient expends less than $750,000 in Federal Awards during its fiscal year, Subrecipient shall be exempt from Federal audit requirements for that year, except as noted in 2 CFR §200.503 (Relation to other audit requirements), but records shall be available for review or audit by appropriate officials of the Federal agency, the State, and the Government

Accountability Office.

5.3 Subrecipient Compliance Responsibility. Subrecipient shall procure or otherwise arrange for the audit required by Part F of the Uniform Guidance and ensure it is properly performed and submitted when due in accordance with the Uniform Guidance. Subrecipient shall prepare appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with Uniform Guidance §200.510 (Financial statements) and provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by UniformGuidance Part F-Audit Requirements.

6. Contract Provisions for Subrecipient Contracts. Subrecipient shall comply with and shall include all of thefollowing applicable provisions in all subcontracts entered into by it pursuant to this Grant Agreement.

6.1 Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

"During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments

under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice inconspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965,and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuantthereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled,

terminated or suspendedin whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided bylaw.

(7) The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuantto section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontractor purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided, however,* that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction,the contractor may request the United States to enter into such litigation to protect the interests of the United States."

6.2 Davis-Bacon Act. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractorsmust be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination.The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40

U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or Subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is other wise entitled.

The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

6.3 Rights to Inventions Made Under a Contract or Agreement. If the Federal Award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," Subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

6.4 Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251- 1387), as amended. Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Actas amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection

Agency (EPA).

6.5 Debarment and Suspension (Executive Orders 12549 and 12689). A contract award (see 2 CFR 180.220)must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAMExclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well asparties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

6.6 Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, oran employee of a member of Congress in connection with obtaining any Federal contract, grant or any otheraward covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non- Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

7. Certifications. Unless prohibited by Federal statutes or regulations, Recipient may require Subrecipient to submit certifications and representations required by Federal statutes or regulations on an annual basis. 2CFR §200.208.Submission may be required more frequently if Subrecipient fails to meet a requirement of the Federal award. Subrecipient shall certify in writing to the State at the end of the Award that the project or activity was completed or the level of effort was expended. 2 CFR §200.201(3). If the required level ofactivity or effort was not carried out, the amount of the Award must be adjusted.

7.1 Event of Default. Failure to comply with these Uniform Guidance Supplemental Provisions shall constitute anevent of default under the Grant Agreement (2 CFR §200.339) and the State may terminate the Grant upon 30 days prior written notice if the default remains uncured five calendar days following the termination of the 30 day notice period. This remedy will be in addition to any other remedy available to the State of Colorado under the Grant, at law or in equity.

8. Effective Date. The effective date of the Uniform Guidance is December 26, 2013. 2 CFR §200.110. The procurement standards set forth in Uniform Guidance §§200.317-200.326 are applicable to new Awards made by Recipient as of December 26, 2015. The standards set forth in Uniform Guidance Subpart F-Audit Requirements are applicable to audits of fiscal years beginning on or after December 26, 2014.

9. Performance Measurement. The Uniform Guidance requires completion of OMB-approved standard information collection forms (the PPR). The form focuses on outcomes, as related to the Federal Award Performance Goals that awarding Federal agencies are required to detail in the Awards.

Section 200.301 provides guidance to Federal agencies to measure performance in a way that will help theFederal awarding agency and other non-Federal entities to improve program outcomes.

The Federal awarding agency is required to provide recipients with clear performance goals, indicators, and milestones (200.210). Also, must require the recipient to relate financial data to performance accomplishments of the Federal award.

Exhibit N

Federal Treasury Provisions

1. **APPLICABILITY OF PROVISIONS.**
   1.1. The Grant to which these Federal Provisions are attached has been funded, in whole or in part, with an Award of Federal funds. In the event of a conflict between the provisions of these Federal Provisions, the Special Provisions, the body of the Grant, or any attachments or exhibits incorporated into and made a part of the Grant, the provisions of these Federal Provisions shall control.
   1.2. The State of Colorado is accountable to Treasury for oversight of their subrecipients, including ensuring their subrecipients comply with the SLFRF statute, SLFRF Award Terms and Conditions, Treasury's Final Rule, and reporting requirements, as applicable.
   1.3. Additionally, any subrecipient that issues a subaward to another entity (2nd tier subrecipient), must hold the 2nd tier subrecipient accountable to these provisions and adhere to reporting requirements.
   1.4. These Federal Provisions are subject to the Award as defined in §2 of these Federal Provisions, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institutions of higher education.
2. **DEFINITIONS.**
   2.1. For the purposes of these Federal Provisions, the following terms shall have the meanings ascribed to them below.
      2.1.1. "Award" means an award of Federal financial assistance, and the Grant setting forth the terms and conditions of that financial assistance, that a non-Federal Entity receives or administers.
      2.1.2. "Data Universal Numbering System (DUNS) Number" means the nine-digit number established and assigned by Dun and Bradstreet, Inc. to uniquely identify a business entity. Dun and Bradstreet's website may be found at: http://fedgov.dnb.com/webform.
      2.1.3. "Entity" means:
         2.1.3.1. a Non-Federal Entity;
         2.1.3.2. a foreign public entity;
         2.1.3.3. a foreign organization;
         2.1.3.4. a non-profit organization;
         2.1.3.5. a domestic for-profit organization (for 2 CFR parts 25 and 170 only);
         2.1.3.6. a foreign non-profit organization (only for 2 CFR part 170) only);

2.1.3.7. a Federal agency, but only as a Subrecipient under an Award or Subaward to a non-Federal entity (or 2 CFR 200.1); or

2.1.3.8. a foreign for-profit organization (for 2 CFR part 170 only).

2.1.4. "Executive" means an officer, managing partner or any other employee in a management position.

2.1.5. "Expenditure Category (EC)" means the category of eligible uses as defined by the US Department of Treasury in "Appendix 1 of the Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at www.treasury.gov.

2.1.6. "Federal Awarding Agency" means a Federal agency providing a Federal Award to a Recipient as described in 2 CFR 200.1

2.1.7. "Grant" means the Grant to which these Federal Provisions are attached.

2.1.8. "Grantee" means the party or parties identified as such in the Grant to which these Federal Provisions are attached.

2.1.9. "Non-Federal Entity means a State, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a Federal Award as a Recipient or a Subrecipient.

2.1.10. "Nonprofit Organization" means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

2.1.10.1. Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;

2.1.10.2. Is not organized primarily for profit; and

2.1.10.3. Uses net proceeds to maintain, improve, or expand the operations of the organization.

2.1.11. "OMB" means the Executive Office of the President, Office of Management and Budget.

2.1.12. "Pass-through Entity" means a non-Federal Entity that provides a Subaward to a Subrecipient to carry out part of a Federal program.

2.1.13. "Prime Recipient" means the Colorado State agency or institution of higher education identified as the Grantor in the Grant to which these Federal Provisions are attached.

2.1.14. "Subaward" means an award by a Prime Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Subaward unless the terms and conditions of the Federal Award specifically indicate otherwise in accordance with 2 CFR 200.101. The term does not include payments to a Contractor or payments to an individual that is a beneficiary of a Federal program.

2.1.15. "Subrecipient" or "Subgrantee" means a non-Federal Entity (or a Federal agency under an Award or Subaward to a non-Federal Entity) receiving Federal funds through a Prime Recipient to support the performance of the Federal project or program for which the Federal funds were awarded. A Subrecipient is subject to the terms and conditions of the Federal Award to the Prime Recipient, including program compliance requirements. The term does not include an individual who is a beneficiary of a federal program.

2.1.16. "System for Award Management (SAM)" means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at http://www.sam.gov. "Total Compensation" means the cash and noncash dollar value earned by an Executive during the Prime Recipient's or Subrecipient's preceding fiscal year (see 48 CFR 52.204-10, as prescribed in 48 CFR 4.1403(a)) and includes the following:

2.1.16.1. Salary and bonus;

2.1.16.2. Awards of stock, stock options, and stock appreciation rights, using the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2005) (FAS 123R), Shared Based Payments;

2.1.16.3. Earnings for services under non-equity incentive plans, not including group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of Executives and are available generally to all salaried employees;

2.1.16.4. Change in present value of defined benefit and actuarial pension plans;

2.1.16.5. Above-market earnings on deferred compensation which is not tax-qualified;

2.1.16.6. Other compensation, if the aggregate value of all such other compensation (e.g., severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the Executive exceeds $10,000.

2.1.17. "Transparency Act" means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252.

2.1.18. "Uniform Guidance" means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The terms and conditions of the Uniform Guidance flow down to Awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise.

3. **COMPLIANCE.**

3.1. Grantee shall comply with all applicable provisions of the Transparency Act and the regulations issued pursuant thereto, all applicable provisions of the Uniform Guidance, and all applicable Federal Laws and regulations required by this Federal Award Any revisions to such provisions or regulations shall automatically become a part of these Federal Provisions, without the necessity of either party executing any further instrument. The State of Colorado, at its discretion, may provide written notification to Grantee of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.

3.2. Per US Treasury Final Award requirements, grantee programs or services must not include a term or conditions that undermines efforts to stop COVID-19 or discourages compliance with recommendations and CDC guidelines.

4. **SYSTEM FOR AWARD MANAGEMENT (SAM) AND DATA UNIVERSAL NUMBERING SYSTEM (DUNS) REQUIREMENTS.**

4.1. SAM. Grantee shall maintain the currency of its information in SAM until the Grantee submits the final financial report required under the Award or receives final payment, whichever is later. Grantee shall review and update SAM information at least annually after the initial registration, and more frequently if required by changes in its information.

4.2. DUNS. Grantee shall provide its DUNS number to its Prime Recipient, and shall update Grantee's information in Dun & Bradstreet, Inc. at least annually after the initial registration, and more frequently if required by changes in Grantee's information.

5. **TOTAL COMPENSATION.**

5.1. Grantee shall include Total Compensation in SAM for each of its five most highly compensated Executives for the preceding fiscal year if:

5.1.1. The total Federal funding authorized to date under the Award is $30,000 or more; and

5.1.2. In the preceding fiscal year, Grantee received:

5.1.2.1. 80% or more of its annual gross revenues from Federal procurement Agreements and Subcontractors and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and

5.1.2.2. $30,000,000 or more in annual gross revenues from Federal procurement Agreements and Subcontractors and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and

5.1.2.3. 5.1.2.3 The public does not have access to information about the compensation of such Executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or § 6104 of the Internal Revenue Code of 1986.

6. **Reporting.**

6.1. If Grantee is a Subrecipient of the Award pursuant to the Transparency Act, Grantee shall report data elements to SAM and to the Prime Recipient as required in this Exhibit. No direct payment shall be made to Grantee for providing any reports required under these Federal Provisions and the cost of producing such reports shall be included in the Grant price. The reporting requirements in this Exhibit are based on guidance from the OMB, and as such are subject to change at any time by OMB. Any such changes shall be automatically incorporated into this Grant and shall become part of Grantee's obligations under this Grant.

7. **Effective Date and Dollar Threshold for federal Reporting.**

7.1. Reporting requirements in §8 below apply to new Awards as of October 1, 2010, if the initial award is $30,000 or more. If the initial Award is below $30,000 but subsequent Award modifications result in a total Award of $30,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds $30,000. If the initial Award is $30,000 or more, but funding is subsequently de-obligated such that the total award amount falls below $30,000, the Award shall continue to be subject to the reporting requirements. If the total award is below $30,000 no reporting required; if more than $30,000 and less than $50,000 then FFATA reporting is required; and, $50,000 and above SLFRF reporting is required.

7.2. The procurement standards in §9 below are applicable to new Awards made by Prime Recipient as of December 26, 2015. The standards set forth in §11 below are applicable to audits of fiscal years beginning on or after December 26, 2014.

8. **Subrecipient Reporting Requirements.**

8.1. Grantee shall report as set forth below.

8.1.1. Grantee shall use the SLFRF Subrecipient Quarterly Report Workbook as referenced in Exhibit P to report to the State Agency within ten (10) days following each quarter ended September, December, March and June. Additional information on specific requirements are detailed in the SLFRF Subrecipient Quarterly Report Workbooks and "Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at www.treasury.gov.

EC 1 – Public Health

All Public Health Projects

a) Description of structure and objectives
b) Description of relation to COVID-19
c) Identification of impacted and/or disproportionately impacted communities
d) Capital Expenditures
    i. Presence of capital expenditure in project
    ii. Total projected capital expenditure
    iii. Type of capital expenditure
    iv. Written justification

v. Labor reporting

COVID-19 Interventions and Mental Health (1.4, 1.11, 1.12, 1.13)

a) Amount of total project used for evidence-based programs
b) Evaluation plan description

COVID-19 Small Business Economic Assistance (1.8)

a) Number of small businesses served

COVID-19 Assistance to Non-Profits (1.9)

a) Number of non-profits served

COVID-19 Aid to Travel, Tourism, and Hospitality or Other Impacted Industries (1.10)

a) Sector of employer
b) Purpose of funds

<u>EC 2 – Negative Economic Impacts</u>

All Negative Economic Impacts Projects

a) Description of project structure and objectives
b) Description of project's response to COVID-19
c) Identification of impacted and/or disproportionately impacted communities
d) Amount of total project used for evidence-based programs and description of evaluation plan *(not required for 2.5, 2.8, 2.21-2.24, 2.27-2.29, 2.31, 2.34-2.36)*
e) Number of workers enrolled in sectoral job training programs
f) Number of workers completing sectoral job training programs
g) Number of people participating in summer youth employment programs
h) Capital Expenditures
    i. Presence of capital expenditure in project
    ii. Total projected capital expenditure
    iii. Type of capital expenditure
    iv. Written justification
    v. Labor reporting

Household Assistance (2.1-2.8)

a) Number of households served
b) Number of people or households receiving eviction prevention services (2.2 & 2.5 only) *(Federal guidance may change this requirement in July 2022)*
c) Number of affordable housing units preserved or developed (2.2 & 2.5 only) *(Federal guidance may change this requirement in July 2022)*

Healthy Childhood Environments (2.11-2.13)

a) Number of children served by childcare and early learning *(Federal guidance may change this requirement in July 2022)*
b) Number of families served by home visiting *(Federal guidance may change this requirement in July 2022)*

Education Assistance (2.14, 2.24-2.27)

a) National Center for Education Statistics ("NCES") School ID or NCES District ID
b) Number of students participating in evidence-based programs *(Federal guidance may change this requirement in July 2022)*

Housing Support (2.15, 2.16, 2.18)

a) Number of people or households receiving eviction prevention services *(Federal guidance may change this requirement in July 2022)*
b) Number of affordable housing units preserved or developed *(Federal guidance may change this requirement in July 2022)*

Small Business Economic Assistance (2.29-2.33)

a) Number of small businesses served

Assistance to Non-Profits (2.34)

a) Number of non-profits served

Aid to Travel, Tourism, and Hospitality or Other Impacted Industries (2.35-2.36)

a) Sector of employer
b) Purpose of funds
c) If other than travel, tourism and hospitality (2.36) – description of hardship

<u>EC 3 – Public Health – Negative Economic Impact: Public Sector Capacity</u>

Payroll for Public Health and Safety Employees (EC 3.1)

a) Number of government FTEs responding to COVID-19

Rehiring Public Sector Staff (EC 3.2)

a) Number of FTEs rehired by governments

<u>EC 4 – Premium Pay</u>

All Premium Pay Projects

a) List of sectors designated as critical by the chief executive of the jurisdiction, if beyond those listed in the final rule
b) Numbers of workers served
c) Employer sector for all subawards to third-party employers
d) Written narrative justification of how premium pay is responsive to essential work during the public health emergency for non-exempt workers or those making over 150 percent of the state/county's average annual wage
e) Number of workers to be served with premium pay in K-12 schools

<u>EC 5 – Infrastructure Projects</u>

All Infrastructure Projects

a) Projected/actual construction start date (month/year)
b) Projected/actual initiation of operations date (month/year)
c) Location (for broadband, geospatial data of locations to be served)
d) Projects over $10 million
    i. Prevailing wage certification or detailed project employment and local impact report

ii. Project labor agreement certification or project workforce continuity plan
iii. Prioritization of local hires
iv. Community benefit agreement description, if applicable

Water and sewer projects (EC 5.1-5.18)

a) National Pollutant Discharge Elimination System (NPDES) Permit Number (if applicable; for projects aligned with the Clean Water State Revolving Fund)
b) Public Water System (PWS) ID number (if applicable; for projects aligned with the Drinking Water State Revolving Fund)
c) Median Household Income of service area
d) Lowest Quintile Income of the service area

Broadband projects (EC 5.19-5.21)

a) Confirm that the project is designed to, upon completion, reliably meet or exceed symmetrical 100 Mbps download and upload speeds.
   i. If the project is not designed to reliably meet or exceed symmetrical 100 Mbps download and upload speeds, explain why not, and
   ii. Confirm that the project is designed to, upon completion, meet or exceed 100 Mbps download speed and between at least 20 Mbps and 100 Mbps upload speed, and be scalable to a minimum of 100 Mbps download speed and 100 Mbps upload speed.
b) Additional programmatic data will be required for broadband projects and will be defined in a subsequent version of the US Treasury Reporting Guidance, including, but not limited to *(Federal guidance may change this requirement in July 2022)*:
   i. Number of households (broken out by households on Tribal lands and those not on Tribal lands) that have gained increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, with the number of households with access to minimum speed standard of reliable 100 Mbps symmetrical upload and download and number of households with access to minimum speed standard of reliable 100 Mbps download and 20 Mbps upload
   ii. Number of institutions and businesses (broken out by institutions on Tribal lands and those not on Tribal lands) that have projected increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, in each of the following categories: business, small business, elementary school, secondary school, higher education institution, library, healthcare facility, and public safety organization, with the number of each type of institution with access to the minimum

speed standard of reliable 100 Mbps symmetrical upload and download; and number of each type of institution with access to the minimum speed standard of reliable 100 Mbps download and 20 Mbps upload.

iii. Narrative identifying speeds/pricing tiers to be offered, including the speed/pricing of its affordability offering, technology to be deployed, miles of fiber, cost per mile, cost per passing, number of households (broken out by households on Tribal lands and those not on Tribal lands) projected to have increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, number of households with access to minimum speed standard of reliable 100 Mbps symmetrical upload and download, number of households with access to minimum speed standard of reliable 100 Mbps download and 20 Mbps upload, and number of institutions and businesses (broken out by institutions on Tribal lands and those not on Tribal lands) projected to have increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, in each of the following categories: business, small business, elementary school, secondary school, higher education institution, library, healthcare facility, and public safety organization. Specify the number of each type of institution with access to the minimum speed standard of reliable 100 Mbps symmetrical upload and download; and the number of each type of institution with access to the minimum speed standard of reliable 100 Mbps download and 20 Mbps upload.

All Expenditure Categories

a) Program income earned and expended to cover eligible project costs

8.1.2. A Subrecipient shall report the following data elements to Prime Recipient no later than five days after the end of the month following the month in which the Subaward was made.

8.1.2.1. Subrecipient DUNS Number;

8.1.2.2. Subrecipient DUNS Number if more than one electronic funds transfer (EFT) account;

8.1.2.3. Subrecipient parent's organization DUNS Number;

8.1.2.4. Subrecipient's address, including: Street Address, City, State, Country, Zip + 4, and Congressional District;

8.1.2.5. Subrecipient's top 5 most highly compensated Executives if the criteria in §4 above are met; and

8.1.2.6. Subrecipient's Total Compensation of top 5 most highly compensated Executives if the criteria in §4 above met.

8.1.3. To Prime Recipient. A Subrecipient shall report to its Prime Recipient, the following data elements:

8.1.3.1. Subrecipient's DUNS Number as registered in SAM.

8.1.3.2. Primary Place of Performance Information, including: Street Address, City, State, Country, Zip code + 4, and Congressional District.

8.1.3.3. Narrative identifying methodology for serving disadvantaged communities. See the "Project Demographic Distribution" section in the "Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at www.treasury.gov. This requirement is applicable to all projects in Expenditure Categories 1 and 2.

8.1.3.4. Narrative identifying funds allocated towards evidenced-based interventions and the evidence base. See the "Use of Evidence" section in the "Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at www.treasury.gov. See section 8.1.1 for relevant Expenditure Categories.

8.1.3.5. Narrative describing the structure and objectives of the assistance program and in what manner the aid responds to the public health and negative economic impacts of COVID-19. This requirement is applicable to Expenditure Categories 1 and 2. For aid to travel, tourism, and hospitality or other impacted industries (EC 2.11-2.12), also provide the sector of employer, purpose of funds, and if not travel, tourism and hospitality a description of the pandemic impact on the industry.

8.1.3.6. Narrative identifying the sector served and designated as critical to the health and well-being of residents by the chief executive of the jurisdiction and the number of workers expected to be served. For groups of workers (e.g., an operating unit, a classification of worker, etc.) or, to the extent applicable, individual workers, other than those where the eligible worker receiving premium pay is earning (with the premium pay included) below 150 percent of their residing state or county's average annual wage for all occupations, as defined by the Bureau of Labor Statistics Occupational Employment and Wage Statistics, whichever is higher, OR the eligible worker receiving premium pay is not exempt from the Fair Labor Standards Act overtime provisions, include justification of how the premium pay or grant is responsive to workers performing essential work during the public health emergency. This could include a description of the essential workers' duties, health or financial risks faced due to COVID-19 but should not include personally identifiable information. This requirement applies to EC 4.1, and 4.2.

8.1.3.7. For infrastructure projects (EC 5), or capital expenditures in any expenditure category, narrative identifying the projected construction start date (month/year), projected initiation of operations date (month/year), and location (for broadband, geospatial location data). For projects over $10 million:

8.1.3.8. Certification that all laborers and mechanics employed by Contractors and Subcontractors in the performance of such project are paid wages at rates not less than those prevailing, as determined by the U.S. Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (commonly known as the "Davis-Bacon Act"), for the corresponding classes of laborers and mechanics employed on projects of a character similar to the Agreement work in the civil subdivision of the State (or the District of Columbia) in which the work is to be performed, or by the appropriate State entity pursuant to a corollary State prevailing-wage-in-construction law (commonly known as "baby Davis-Bacon Acts"). If such certification is not provided, a recipient must provide a project employment and local impact report detailing (1) the number of employees of Contractors and sub-contractors working on the project; (2) the number of employees on the project hired directly and hired through a third party; (3) the wages and benefits of workers on the project by classification; and (4) whether those wages are at rates less than those prevailing. Recipients must maintain sufficient records to substantiate this information upon request.

8.1.3.8.1. A Subrecipient may provide a certification that a project includes a project labor agreement, meaning a pre-hire collective bargaining agreement consistent with section 8(f) of the National Labor Relations Act (29 U.S.C. 158(f)). If the recipient does not provide such certification, the recipient must provide a project workforce continuity plan, detailing: (1) how the Subrecipient will ensure the project has ready access to a sufficient supply of appropriately skilled and unskilled labor to ensure high-quality construction throughout the life of the project; (2) how the Subrecipient will minimize risks of labor disputes and disruptions that would jeopardize timeliness and cost-effectiveness of the project; and (3) how the Subrecipient will provide a safe and healthy workplace that avoids delays and costs associated with workplace illnesses, injuries, and fatalities; (4) whether workers on the project will receive wages and benefits that will secure an appropriately skilled workforce in the context of the local or regional labor market; and (5) whether the project has completed a project labor agreement.

8.1.3.8.2. Whether the project prioritizes local hires.

8.1.3.8.3. Whether the project has a Community Benefit Agreement, with a description of any such agreement.

8.1.4. Subrecipient also agrees to comply with any reporting requirements established by the US Treasury, Governor's Office and Office of the State Controller. The State of Colorado may need additional reporting requirements after this agreement is executed. If there are additional reporting requirements, the State will provide notice of such additional reporting requirements via Exhibit Q – SLFRF Reporting Modification Form.

9. PROCUREMENT STANDARDS.

9.1. Procurement Procedures. A Subrecipient shall use its own documented procurement procedures which reflect applicable State, local, and Tribal laws and applicable regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation, 2 CFR 200.318 through 200.327 thereof.

9.2. Domestic preference for procurements (2 CFR 200.322). As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all Agreements and purchase orders for work or products under this award.

9.3. Procurement of Recovered Materials. If a Subrecipient is a State Agency or an agency of a political subdivision of the State, its Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247, that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

10. ACCESS TO RECORDS.

10.1. A Subrecipient shall permit Prime Recipient and its auditors to have access to Subrecipient's records and financial statements as necessary for Recipient to meet the requirements of 2 CFR 200.332 (Requirements for pass-through entities), 2 CFR 200.300 (Statutory and national policy requirements) through 2 CFR 200.309 (Period of performance), and Subpart F-Audit Requirements of the Uniform Guidance.

11. SINGLE AUDIT REQUIREMENTS.

11.1. If a Subrecipient expends $750,000 or more in Federal Awards during the Subrecipient's fiscal year, the Subrecipient shall procure or arrange for a single or program-specific audit conducted for that year in accordance with the provisions of Subpart F-Audit Requirements of the Uniform Guidance, issued pursuant to the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507). 2 CFR 200.501.

11.1.1. Election. A Subrecipient shall have a single audit conducted in accordance with Uniform Guidance 2 CFR 200.514 (Scope of audit), except when it elects to have a program-specific audit conducted in accordance with 2 CFR 200.507 (Program-specific audits). The Subrecipient may elect to have a program-specific audit if Subrecipient expends Federal Awards under only one Federal program (excluding research and development) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of Prime Recipient. A program-specific audit may not be elected for research and development unless all of the Federal Awards expended were received from Recipient and Recipient approves in advance a program-specific audit.

11.1.2. Exemption. If a Subrecipient expends less than $750,000 in Federal Awards during its fiscal year, the Subrecipient shall be exempt from Federal audit requirements for that year, except as noted in 2 CFR 200.503 (Relation to other audit requirements), but records shall be available for review or audit by appropriate officials of the Federal agency, the State, and the Government Accountability Office.

11.1.3. Subrecipient Compliance Responsibility. A Subrecipient shall procure or otherwise arrange for the audit required by Subpart F of the Uniform Guidance and ensure it is properly performed and submitted when due in accordance with the Uniform Guidance. Subrecipient shall prepare appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with 2 CFR 200.510 (Financial statements) and provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by Uniform Guidance Subpart F-Audit Requirements.

12. GRANT PROVISIONS FOR SUBRECIPIENT AGREEMENTS.

12.1. In addition to other provisions required by the Federal Awarding Agency or the Prime Recipient, Grantees that are Subrecipients shall comply with the following provisions. Subrecipients shall include all of the following applicable provisions in all Subcontractors entered into by it pursuant to this Grant.

12.1.1. [Applicable to federally assisted construction Agreements.] Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all Agreements that meet the definition of "federally assisted construction Agreement" in 41 CFR Part 60-1.3 shall include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, Office of Federal Agreement Compliance Programs, Equal Employment Opportunity, Department of Labor.

12.1.2. [Applicable to on-site employees working on government-funded construction, alteration and repair projects.] Davis-Bacon Act. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).

12.1.3. Rights to Inventions Made Under a grant or agreement. If the Federal Award meets the definition of "funding agreement" under 37 CFR 401.2 (a) and the Prime Recipient or Subrecipient wishes to enter into an Agreement with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the Prime Recipient or Subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Agreements and Cooperative Agreements," and any implementing regulations issued by the Federal Awarding Agency.

12.1.4. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Agreements and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal awardees to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).

12.1.5. Debarment and Suspension (Executive Orders 12549 and 12689). A Agreement award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in SAM, in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

12.1.6. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal Agreement, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

12.1.7. Never Agreement with the enemy (2 CFR 200.215). Federal awarding agencies and recipients are subject to the regulations implementing "Never Agreement with the enemy" in 2 CFR part 183. The regulations in 2 CFR part 183 affect covered Agreements, grants and cooperative agreements that are expected to exceed $50,000 within the period of performance, are performed outside the United States and its territories, and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities.

12.1.8. Prohibition on certain telecommunications and video surveillance services or equipment (2 CFR 200.216). Grantee is prohibited from obligating or expending loan or grant funds on certain telecommunications and video surveillance services or equipment pursuant to 2 CFR 200.216.

12.1.9. Title VI of the Civil Rights Act. The Subgrantee, Contractor, Subcontractor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S. C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CRF Part 22, and herein incorporated by reference and made part of this Agreement or agreement.

13. CERTIFICATIONS.

13.1. Subrecipient Certification. Subrecipient shall sign a "State of Colorado Agreement with Recipient of Federal Recovery Funds" Certification Form in Exhibit O and submit to State Agency with signed grant agreement.

13.2. Unless prohibited by Federal statutes or regulations, Prime Recipient may require Subrecipient to submit certifications and representations required by Federal statutes or regulations on an annual basis. 2 CFR 200.208. Submission may be required more frequently if Subrecipient fails to meet a requirement of the Federal award. Subrecipient shall certify in writing to the State at the end of the Award that the project or activity was completed or the level of effort was expended. 2 CFR 200.201(3). If the required level of activity or effort was not carried out, the amount of the Award must be adjusted.

14. EXEMPTIONS.

14.1. These Federal Provisions do not apply to an individual who receives an Award as a natural person, unrelated to any business or non-profit organization he or she may own or operate in his or her name.

14.2. A Grantee with gross income from all sources of less than $300,000 in the previous tax year is exempt from the requirements to report Subawards and the Total Compensation of its most highly compensated Executives.

15. EVENT OF DEFAULT AND TERMINATION.

15.1. Failure to comply with these Federal Provisions shall constitute an event of default under the Grant and the State of Colorado may terminate the Grant upon 30 days prior written notice if the default remains uncured five calendar days following the termination of the 30-day notice period. This remedy will be in addition to any other remedy available to the State of Colorado under the Grant, at law or in equity.

15.2. Termination (2 CFR 200.340). The Federal Award may be terminated in whole or in part as follows:

15.2.1. By the Federal Awarding Agency or Pass-through Entity, if a Non-Federal Entity fails to comply with the terms and conditions of a Federal Award;

15.2.2. By the Federal awarding agency or Pass-through Entity, to the greatest extent authorized by law, if an award no longer effectuates the program goals or agency priorities;

15.2.3. By the Federal awarding agency or Pass-through Entity with the consent of the Non-Federal Entity, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated;

15.2.4. By the Non-Federal Entity upon sending to the Federal Awarding Agency or Pass-through Entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Federal Awarding Agency or Pass-through Entity determines in the case of partial termination that the reduced or modified portion of the Federal Award or Subaward will not accomplish the purposes for which the Federal Award was made, the Federal Awarding Agency or Pass-through Entity may terminate the Federal Award in its entirety; or

By the Federal Awarding Agency or Pass-through Entity pursuant to termination provisions included in the Federal Award.

EXHIBIT O

AGREEMENT WITH SUBSUBRECIPIENT OF FEDERAL RECOVERY FUNDS

Section 602(b) of the Social Security Act (the Act), as added by section 9901 of the American Rescue Plan Act (ARPA), Pub. L. No. 117-2 (March 11, 2021), authorizes the Department of the Treasury (Treasury) to make payments to certain Subrecipients from the Coronavirus State Fiscal Recovery Fund. The State of Colorado has signed and certified a separate agreement with Treasury as a condition of receiving such payments from the Treasury. This agreement is between your organization and the State and your organization is signing and certifying the same terms and conditions included in the State's separate agreement with Treasury. Your organization is referred to as a Subrecipient.

As a condition of your organization receiving federal recovery funds from the State, the authorized representative below hereby (i) certifies that your organization will carry out the activities listed in section 602(c) of the Act and (ii) agrees to the terms attached hereto. Your organization also agrees to use the federal recovery funds as specified in bills passed by the General Assembly and signed by the Governor.

Under penalty of perjury, the undersigned official certifies that the authorized representative has read and understood the organization's obligations in the Assurances of Compliance and Civil Rights Requirements, that any information submitted in conjunction with this assurances document is accurate and complete, and that the organization is in compliance with the nondiscrimination requirements.

Subrecipient Name ________________________________

Authorized Representative: ______________________________

Title: ________________________________

Signature: __________________________

AGREEMENT WITH SUBRECIPIENT OF FEDERAL RECOVERY FUNDS
TERMS AND CONDITIONS

1. Use of Funds.

   a. Subrecipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 602(c) of the Social Security Act (the Act) and Treasury's regulations implementing that section and guidance.

   b. Subrecipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.

2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Subrecipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.

3. Reporting. Subrecipient agrees to comply with any reporting obligations established by Treasury as they relate to this award. Subrecipient also agrees to comply with any reporting requirements established by the Governor's Office and Office of the State Controller.

4. Maintenance of and Access to Records
   a. Subrecipient shall maintain records and financial documents sufficient to evidence compliance with section 602(c), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.

   b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Subrecipient in order to conduct audits or other investigations.

   c. Records shall be maintained by Subrecipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.

5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.

6. Administrative Costs. Subrecipient may use funds provided under this award to cover both direct and indirect costs. Subrecipient shall follow guidance on administrative costs issued by the Governor's Office and Office of the State Controller.

7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Subrecipient.

8. Conflicts of Interest. The State of Colorado understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy

is applicable to each activity funded under this award. Subrecipient and Contractors must disclose in writing to the Office of the State Controller or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112. The Office of the State Controller shall disclose such conflict to Treasury.

9. Compliance with Applicable Law and Regulations.
    a. Subrecipient agrees to comply with the requirements of section 602 of the Act, regulations adopted by Treasury pursuant to section 602(f) of the Act, and guidance issued by Treasury regarding the foregoing. Subrecipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Subrecipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.

    b. Federal regulations applicable to this award include, without limitation, the following:

        i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.

        ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.

        iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.

        iv. OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (Agreements and Subcontractors described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

        i. Subrecipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.

        ii. Government wide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.

        iii. New Restrictions on Lobbying, 31 C.F.R. Part 21.

        iv. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.

v. Generally applicable federal environmental laws and regulations.

c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:

i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;

iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;

iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and

v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

10. Remedial Actions. In the event of Subrecipient's noncompliance with section 602 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 602(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 602(e) of the Act and any additional payments may be subject to withholding as provided in sections 602(b)(6)(A)(ii)(III) of the Act, as applicable.

11. Hatch Act. Subrecipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C.§§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

12. False Statements. Subrecipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or Agreements, and/or any other remedy available by law.

13. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number SLFRF0126 awarded to the State of Colorado by the U.S. Department of the Treasury."

14. Debts Owed the Federal Government.
    a. Any funds paid to the Subrecipient (1) in excess of the amount to which the Subrecipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(b)(2)(D) of the Act and have not been repaid by the Subrecipient shall constitute a debt to the federal government.

    b. Any debts determined to be owed to the federal government must be paid promptly by Subrecipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Subrecipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. Disclaimer.
    a. The United States expressly disclaims any and all responsibility or liability to Subrecipient or third persons for the actions of Subrecipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any Agreement, or Subcontractor under this award.

    b. The acceptance of this award by Subrecipient does not in any way establish an agency relationship between the United States and Subrecipient.

16. Protections for Whistleblowers.
    a. In accordance with 41 U.S.C. § 4712, Subrecipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal Agreement or grant, a gross waste of federal funds, an abuse of authority relating to a federal Agreement or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal Agreement (including the competition for or negotiation of an Agreement) or grant.

    b. The list of persons and entities referenced in the paragraph above includes the following:
        i. A member of Congress or a representative of a committee of Congress;
        ii. An Inspector General;

iii. The Government Accountability Office;
iv. A Treasury employee responsible for Agreement or grant oversight or management;
v. An authorized official of the Department of Justice or other law enforcement agency;
vi. A court or grand jury; or
vii. A management official or other employee of Subrecipient, Contractor, or Subcontractor who has the responsibility to investigate, discover, or address misconduct.

c. Subrecipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Subrecipient should encourage its Contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

1. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225(Oct. 6, 2009), Subrecipient should encourage its employees, Subrecipients, and Contractorsto adopt and enforce policies that ban text messaging while driving, and Subrecipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

ASSURANCES OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of theTreasury, the Subrecipient provides the assurances stated herein. The federal financial assistance may include federal grants, loans and Agreements to provide assistance to the Subrecipient's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, aloan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass Agreements of guarantee or insurance,regulated programs, licenses, procurement Agreements by the Federal government at market value,or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Subrecipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Subrecipient's program(s) and activity(ies), so long as any portion of the Subrecipient's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. Subrecipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
2. Subrecipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Subrecipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Subrecipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Subrecipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Subrecipient's programs, services, and activities.
3. Subrecipient agrees to consider the need for language services for LEP persons when Subrecipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit http://www.lep.gov.

4. Subrecipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Subrecipient and Subrecipient's successors, transferees, and assignees for the period in which such assistance is provided.

5. Subrecipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every Agreement or agreement subject to Title VI and its regulations between the Subrecipient and the Subrecipient's sub-grantees, Contractors, Subcontractors, successors, transferees, and assignees:

   The sub-grantee, Contractor, Subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits Subrecipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Agreement or agreement.

6. Subrecipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Subrecipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Subrecipient for the period during which it retains ownership or possession of the property.

7. Subrecipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Subrecipient shall comply with information requests, on-site compliance reviews and reporting requirements.

8. Subrecipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Subrecipient also must inform the Department of the Treasury if Subrecipient has received no complaints under Title VI.

9. Subrecipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the Subrecipient and the administrative agency that made the finding. If the Subrecipient settles a case or matter alleging such discrimination, the Subrecipient must provide documentation of the settlement. If Subrecipient has not been the subject of any court or administrative agency finding of

discrimination, please so state.

10. If the Subrecipient makes sub-awards to other agencies or other entities, the Subrecipient is responsible for ensuring that sub-Subrecipients also comply with Title VI and other applicable authorities covered in this document State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that that they are effectively monitoring the civil rights compliance of sub- Subrecipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

EXHIBIT P

SLFRF SUBRECIPIENT QUARTERLY REPORT

1. **SLFRF SUBRECIPIENT QUARTERLY REPORT WORKBOOK**

   1.1 The SLFRF Subrecipient Quarterly Report Workbook must be submitted to the State Agency within ten (10) days following each quarter ended September, December, March and June. The SLFRF Subrecipient Quarterly Report Workbook can be found at:
   https://osc.colorado.gov/american-rescue-plan-act (see SLFRF Grant Agreement Templates tab)

EXHIBIT Q

SAMPLE SLFRF REPORTING MODIFICATION FORM

<table>
<tr><td colspan="2">Local Agency:</td><td colspan="3">Agreement No:</td></tr>
<tr><td colspan="2">Project Title:</td><td colspan="3">Project No:</td></tr>
<tr><td>Project Duration:</td><td>To:</td><td></td><td>From:</td><td></td></tr>
<tr><td>State Agency:</td><td colspan="4">CDOT</td></tr>
</table>

This form serves as notification that there has been a change to the reporting requirements set forth in the original SLFRF Grant Agreement.

The following reporting requirements have been (add/ remove additional rows as necessary):

Updated Reporting Requirement (Add/Delete/Modify)	Project Number	Reporting Requirement

By signing this form, the Local Agency agrees to and acknowledges the changes to the reporting requirements set forth in the original SLFRF Grant Agreement. All other terms and conditions of the original SLFRF Grant Agreement, with any approved modifications, remain in full force and effect. Grantee shall submit this form to the State Agency within 10 business days of the date sent by that Agency.

Local Agency ____________________ Date ____________________

CDOT Program Manager ____________________ Date ____________________

EXHIBIT R

APPLICABLE FEDERAL AWARDS

FEDERAL AWARD(S) APPLICABLE TO THIS GRANT AWARD

Federal Awarding Office	US Department of the Treasury
Grant Program	Coronavirus State and Local Fiscal Recovery Funds
Assistance Listing Number	21.027
Federal Award Number	SLFRP0126
Federal Award Date *	May 18, 2021
Federal Award End Date	December 31, 2024
Federal Statutory Authority	Title VI of the Social Security Act, Section 602
Total Amount of Federal Award (this is not the amount of this grant agreement)	$3,828,761,790

* Funds may not be available through the Federal Award End Date subject to the provisions in §2 and §5 below.

EXHIBIT S

PII Certification

STATE OF COLORADO

LOCAL AGENCY CERTIFICATION FOR ACCESS TO PII THROUGH A DATABASE OR AUTOMATED NETWORK

Pursuant to § 24-74-105, C.R.S., I, ________________, on behalf of _________________________ (legal name of Local Agency) (the "Local Agency"), hereby certify under the penalty of perjury that the Local Agency has not and will not use or disclose any Personal Identifying Information, as defined by § 24-74-102(1), C.R.S., for the purpose of investigating for, participating in, cooperating with, or assisting Federal Immigration Enforcement, including the enforcement of civil immigration laws, and the Illegal Immigration and Immigrant Responsibility Act, which is codified at 8 U.S.C. §§ 1325 and 1326, unless required to do so to comply with Federal or State law, or to comply with a court-issued subpoena, warrant or order.

I hereby represent and certify that I have full legal authority to execute this certification on behalf of the Local Agency.

Signature: _________________________

Printed Name: _________________________

Title: _________________________

Date: ___________

EXHIBIT T

CHECKLIST OF REQUIRED EXHIBITS DEPENDENT ON FUNDING SOURCE

Checklist for required exhibits due to funding sources. Required Exhibits are dependent on the source of funding. This is a guide to assist in the incorporation and completion of Exhibits in relation to funding sources.

Exhibit	Funding only from FHWA	Funding only from ARPA	FHWA and ARPA Funding
EXHIBIT A, SCOPE OF WORK	✓	✓	✓
EXHIBIT B, SAMPLE OPTION LETTER	✓	✓	✓
EXHIBIT C, FUNDING PROVISIONS	✓	✓	✓
EXHIBIT D, LOCAL AGENCY RESOLUTION (IF APPLICABLE)	✓	✓	✓
EXHIBIT E, LOCAL AGENCY AGREEMENT ADMINISTRATION CHECKLIST	✓	✓	✓
EXHIBIT F, CERTIFICATION FOR FEDERAL-AID AGREEMENTS	✓		✓
EXHIBIT G, DISADVANTAGED BUSINESS ENTERPRISE	✓		✓
EXHIBIT H, LOCAL AGENCY PROCEDURES FOR CONSULTANT SERVICES	✓		✓
EXHIBIT I, FEDERAL-AID AGREEMENT PROVISIONS FOR CONSTRUCTION AGREEMENTS	✓		✓
EXHIBIT J, ADDITIONAL FEDERAL REQUIREMENTS	✓		✓
EXHIBIT K, FFATA SUPPLEMENTAL FEDERAL PROVISIONS	✓	✓	✓
EXHIBIT L, SAMPLE SUBRECIPIENT MONITORING AND RISK ASSESSMENT FORM	✓	✓	✓
EXHIBIT M, OMB UNIFORM GUIDANCE FOR FEDERAL AWARDS	✓		✓

EXHIBIT N, FEDERAL TREASURY PROVISIONS		✓	✓
EXHIBIT O, AGREEMENT WITH SUBRECIPIENT OF FEDERAL RECOVERY FUNDS		✓	✓
EXHIBIT P, SLFRF SUBRECIPIENT QUARTERLY REPORT		✓	✓
EXHIBIT Q, SLFRF REPORTING MODIFICATION FORM		✓	✓
EXHIBIT R, APPLICABLE FEDERAL AWARDS		✓	✓
EXHIBIT S, PII CERTIFICATAION	✓	✓	✓
EXHIBIT T, CHECKLIST OF REQUIRED EXHIBITS DEPENDENT ON FUNDING SOURCE	✓	✓	✓

Transportation, Airports and Public Works Policy Committee

November 30, 2022

IGA with CDOT

Advanced Traffic Controllers

Carlie Campuzano, Traffic Manager, Public Works Engineering

DRCOG RTO&T Application Process

- Federal grant funding administered through the Denver Regional Council of Governments (DRCOG)
- Grant is administered through the Colorado Department of Transportation (CDOT)
- Applications submitted July 2020
  - Received awards for 2 projects
- Traffic Signal System Upgrade (Fiscal Year 2022)
  - $460,000 federal funds
- **Advanced Transportation Controller Upgrades (Fiscal Year 2023)**
  - **$795,800 federal funds**
- **No local match required**

RTO&T Award Information

- **Advanced Signal Controllers**
  - Federal funding requested for procurement of 175 advanced traffic signal controllers

QUESTIONS & DISCUSSION

Does Council Committee support moving forward the Resolution and Intergovernmental Agreement between Colorado Department of Transportation and City of Aurora, Colorado for the Advanced Traffic Controller Project to the next available Study Session?

Transportation, Airports and Public Works (TAPS) Policy Committee Meeting

November 30, 2022

Members Present:	Council Member (CM) Juan Marcano, Chair; Council Member (CM) Alison Coombs, Vice-Chair, Council Member (CM) Crystal Murillo
Others Present:	Scott Bauman, Traci Burton, Mac Callison, Carlie Campuzano, Lynne Center, Cindy Colip, Kenna Davis, Michelle Gardner, Matthew Kozakowski, James Paral, Mindy Parnes, Julie Patterson, Laura Perry, Brian Rulla, Elly Watson, Tom Worker-Braddock

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1. WELCOME AND INTRODUCTION

---

2. APPROVAL OF MINUTES

The minutes for the October 27, 2022 TAPS meeting were approved as written.

---

3. CONSENT ITEMS (None)

---

4. GENERAL BUSINESS

4.a. A Resolution for the IGA between the City and CDOT for the Advanced Traffic Controller Project

Summary of Issue and Discussion:

Carlie Campuzano presented an Intergovernmental Agreement (IGA) between Aurora and the Colorado Department of Transportation (CDOT) for a grant funded project for advanced signal controllers. Funding was received through the Denver Regional Council of Governments (DRCOG) Regional Transportation Operations and Technology set-aside program. Aurora applied for three projects, of which two were awarded. The other awarded project was the Traffic Signal System Upgrade which is already underway. The Advanced Traffic Signal Controller grant funding provides $795,800 with no local match for the fiscal year 2023. This will cover 175 traffic controllers which represents almost half of the signals in the city. Currently, controllers are reaching the end of life and do not support current technology projects. New controllers will support optimizing different types of signal timing, data collection, and transit signal priority. They are the latest and greatest standard and support high-powered functionalities.

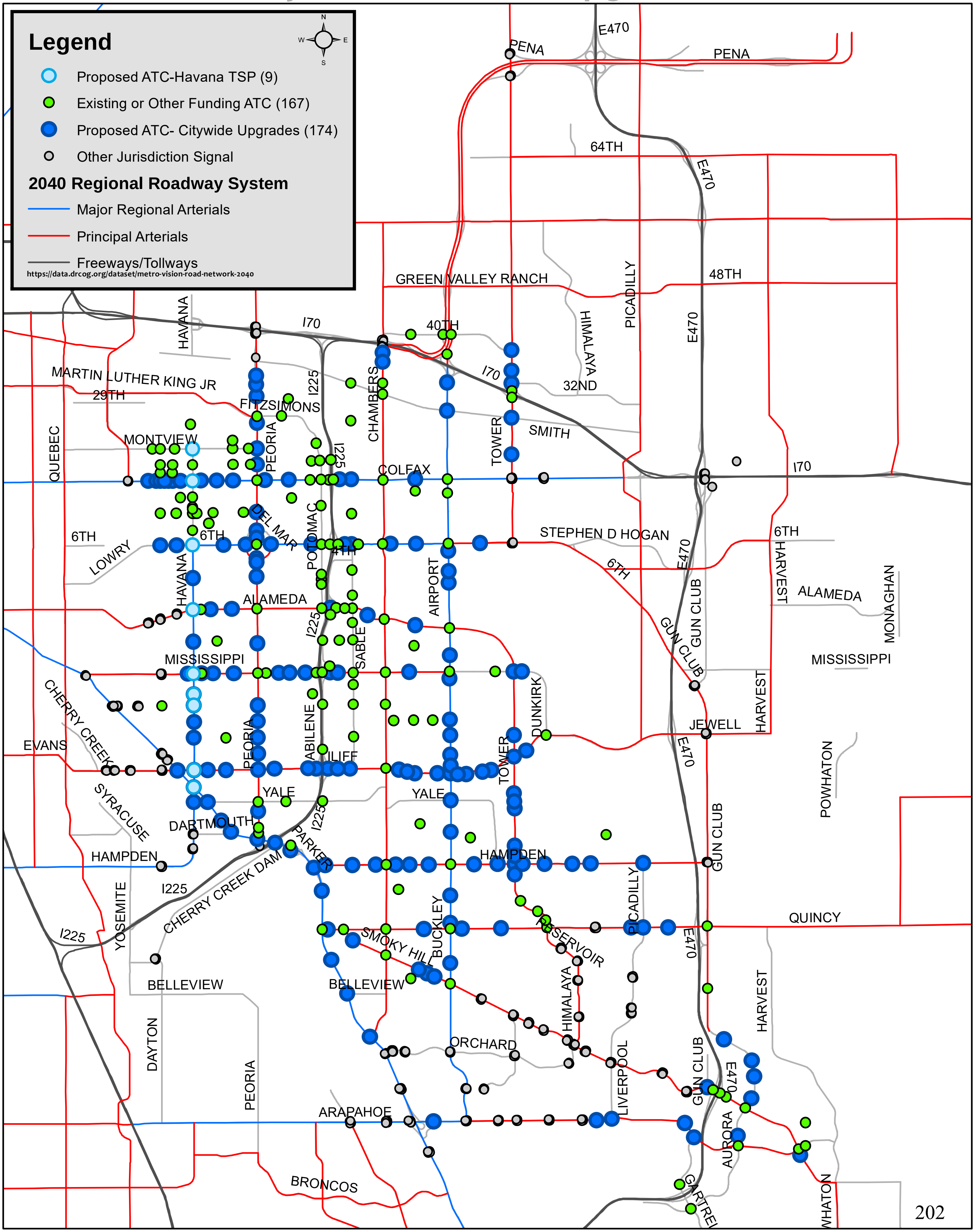
Committee Discussion:

CM Marcano asked where the controllers will be deployed. C. Campuzano explained that DRCOG has specific corridors identified as regionally significant. For Aurora, this covers most arterials. She added that she will include a map when the item goes before the full Council.

Outcome: The Committee unanimously approved moving this item to Study Session.

Follow-up Action: This item will move forward to Study Session.

City of Aurora ATC Upgrades



Date: 8/9/2021

CITY OF AURORA
Fiscal Impact Form

Item Title: IGA with CDOT for Advanced Traffic Signal Controller Project	
Staff contact: Carlie Campuzano, Traffic Manager	
Staff Source/Legal Source: Carlie Campuzano, Traffic Manager / Michelle Gardner, Sr. Asst. City Attorney	

TYPE OF FISCAL IMPACT

Select all that apply.

☐ Revenue Impact ☐ Budgeted Expenditure Impact ☐ Non-Budgeted Expenditure Impact

☐ Workload Impact ☒ No Fiscal Impact

FISCAL SUMMARY

Provide a plain language summary of the fiscal impact. (List program and/or service fund(s) affected. Is this request due to an internal/external audit need or mandated by State, Federal, or legal action? List all departments affected; such as IT, Fleet, HR, etc. What are the implications on performance measures in the city? Provide additional detail as necessary.)

This project includes federal grant funding only with no local match requirement.

REVENUE IMPACT

Provide the revenue impact or N/A if no impact. (What is the estimated impact on revenue? What funds would be impacted? Provide additional detail as necessary.)

N/A

BUDGETED EXPENDITURE IMPACT

Provide the budgeted expenditure impact or N/A if no impact. (List Org/Account # and fund. What is the amount of budget to be used? Does this shift existing budget away from existing programs/services? Provide additional detail as necessary.)

N/A

NON-BUDGETED EXPENDITURE IMPACT

Provide the non-budgeted expenditure impact or N/A if no impact. (Provide information on non-budgeted costs. Include Personal Services, Supplies and Services, Interfund Charges, and Capital needs. Provide additional detail as necessary.)

N/A

WORKLOAD IMPACT

Provide the workload impact or N/A if no impact. (Will more staff be needed or is the change absorbable? If new FTE(s) are needed, provide numbers and types of positions, and a duty summary. Provide additional detail as necessary.)

N/A

CITY OF AURORA
Council Agenda Commentary

Item Title: IGA with E-470 for Jewell Ave Temporary Traffic Signals (Resolution)
Item Initiator: Carlie Campuzano, Traffic Manager, Public Works
Staff Source/Legal Source: Carlie Campuzano, Traffic Manager, Public Works / Michelle Gardner, Senior Assistant City Attorney
Outside Speaker: N/A
Council Goal: 2012: 3.2--Reduce travel time and reduce congestion and provide expanded multi-modal mobility choices

COUNCIL MEETING DATES:

Study Session: 3/6/2023

Regular Meeting: 3/13/2023

ITEM DETAILS:

Carlie Campuzano, Traffic Manager, Public Works / Michelle Gardner, Senior Assistant City Attorney

ACTIONS(S) PROPOSED ***(Check all appropriate actions)***

☐ Approve Item and Move Forward to Study Session

☐ Approve Item as proposed at Study Session

☒ Approve Item and Move Forward to Regular Meeting

☐ Approve Item as proposed at Regular Meeting

☐ Information Only

☐ Approve Item with Waiver of Reconsideration
Reason for waiver is described in the Item Details field.

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Transportation, Airports & Public Works

Policy Committee Date: 1/26/2023

Action Taken/Follow-up: ***(Check all that apply)***

☒ Recommends Approval

☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation

☐ Recommendation Report Attached

☒ Minutes Attached ☐ Minutes Not Available

HISTORY ***(Dates reviewed by City council, Policy Committees, Boards and Commissions, or Staff. Summarize pertinent comments. ATTACH MINUTES OF COUNCIL MEETINGS, POLICY COMMITTEES AND BOARDS AND COMMISSIONS.)***

On the January 26, 2023 TAPS meeting, staff presented the Intergovernmental Agreement (IGA) between the City of Aurora and the E-470 for the Jewell Ave and E-470 temporary signals project. The Committee supported moving the IGA to Study Session.

ITEM SUMMARY ***(Brief description of item, discussion, key points, recommendations, etc.)***

The proposed IGA for the Jewell Avenue and E-470 temporary signals establishes funding for the design and construction of temporary traffic signals at the Jewell Avenue and E-470 ramp terminal intersections.

These intersections are currently stop controlled exiting E-470 onto Jewell Avenue. The City previously conducted a traffic study which showed that warrants are currently met for signalization at these locations. The bridge will ultimately be widened as part of a separate expansion project. Since the ultimate expansion project is multiple years away from being constructed, the City and E-470 have decided to move forward with this separate project to install temporary span wire traffic signals at these locations for the interim condition. When the Jewell Avenue expansion project widens the bridge, the temporary traffic signals will be removed and replaced with permanent signals.

The City will complete the design for the temporary traffic signals and E-470 will fund construction. The project is anticipated to start design in 2023 and will be solicited for construction bids in 2023. Construction is expected to begin in spring 2024 and finish in 2024. The project will be managed by City staff with coordination from E-470.

Design is anticipated to be completed by the City using internal staff resources. Construction will be funded entirely by E-470 and is anticipated to cost $1,400,000. In the event of a cost under run, the agreement provides for the savings to be returned to E-470.

QUESTIONS FOR COUNCIL

Does the City Council support moving forward the resolution and Intergovernmental Agreement between E-470 and the City of Aurora, Colorado for the temporary traffic signals at E-470 and Jewell Avenue project to the next available Regular Meeting?

LEGAL COMMENTS

Pursuant to Colorado Revised Statute §29-1-203(1), governments may cooperate or contract with one another to provide any function, service, or facility lawfully authorized to each of the cooperating or contracting units only if such cooperation or contracts are authorized by each party thereto with the approval of its legislative body or other authority having the power to so approve. Pursuant to City Charter §10-12, City Council may, by resolution, enter into intergovernmental agreements with other governmental units or special districts for the joint use of buildings, equipment or facilities, and for furnishing or receiving commodities or services. (M. Gardner)

PUBLIC FINANCIAL IMPACT

☐ YES ☒ NO

If yes, explain: The City will provide, at its cost and expense, preliminary and final design services for these traffic signals. It is anticipated that the design will be done using internal staff resources. Construction of these signals will be funded by E-470.

PRIVATE FISCAL IMPACT

☒ Not Applicable ☐ Significant ☐ Nominal

If Significant or Nominal, explain: N/A

RESOLUTION NO. R2023- ______

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF AURORA AND THE E-470 PUBLIC HIGHWAY AUTHORITY REGARDING TEMPORARY TRAFFIC SIGNALS AT JEWELL AVENUE AND E-470

WHEREAS, pursuant to Article XIV, Section 18(2) of the Constitution of the State of Colorado, C.R.S., and Section 29-1-203, C.R.S., the E-470 Public Highway Authority ("E-470 Authority") and City of Aurora ("City"), collectively referred to as "Parties", are encouraged and authorized to cooperate and contract with one another to provide any function or service lawfully authorized to each, including the sharing of costs; and

WHEREAS, the Parties and their residents, taxpayers, and customers will jointly benefit from the funding, design, construction, and operation of temporary traffic signals and related equipment and appurtenances necessary thereto to be located at the intersection of E-470 and Jewell Avenue at the ramp terminal intersections (the "Project"); and

WHEREAS, the Parties have determined to jointly participate in the design and construction of the Project due to the shared benefit the Project will provide to the Parties; and

WHEREAS, the intergovernmental agreement between the City and E-470 Authority for the Project establishes the funding obligations for design and construction of temporary traffic signals at the Jewell Avenue and E-470 ramp terminal intersections; and

WHEREAS, the intersections are currently stop controlled exiting E-470 onto Jewell Avenue and the City previously conducted a traffic study which showed that warrants are currently met for signalization at these locations; and

WHEREAS, the bridge will ultimately be widened as part of a separate expansion project; however, since the ultimate expansion project is several years away from being constructed, the City and E-470 Authority desire to move forward with this Project to install temporary span wire traffic signals at these locations for the interim condition; and

WHEREAS, when the Jewell Avenue expansion project widens the bridge, the temporary traffic signals installed as part of this Project will be replaced with permanent signals; and

WHEREAS, the City anticipates completing the design of the Project using internal staff resources and E-470 Authority is funding construction of the Project at a cost of $1,400,000; and

WHEREAS, the Project is anticipated to start design in 2023 and should be solicited for construction bids in 2023; and

WHEREAS, construction for the Project is expected to begin in spring 2024 and finish in 2024; and

WHEREAS, the Parties further desire to memorialize their understanding regarding the sharing of costs and the Parties' funding, design, construction, and operation obligations for the Project through the execution of an intergovernmental agreement; and

WHEREAS, Section 10-12 of the City Charter authorizes City Council, by resolution, to enter into contracts or agreements with other governmental units or special districts for the joint use of buildings, equipment, or facilities, and for the furnishing or receiving of services.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO:

Section 1. The Intergovernmental Agreement between the City of Aurora and the E470 Public Highway Authority regarding temporary traffic signals at Jewell Avenue and E-470 is hereby approved.

Section 2. The Mayor and the City Clerk are hereby authorized to execute and deliver this Intergovernmental Agreement in substantially the form presented at this meeting, with such technical additions, deletions, and variations as the City Attorney may deem necessary or appropriate and not inconsistent with this Resolution.

Section 3. All prior Resolutions or any parts that are inconsistent herewith are hereby rescinded.

RESOLVED AND PASSED this ________ day of _________________, 2023.

____
MIKE COFFMAN, Mayor

ATTEST:

____
KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

Michelle Gardner RLA
____
MICHELLE GARDNER, Sr. Assistant City Attorney

Transportation, Airports, and Public Works Committee

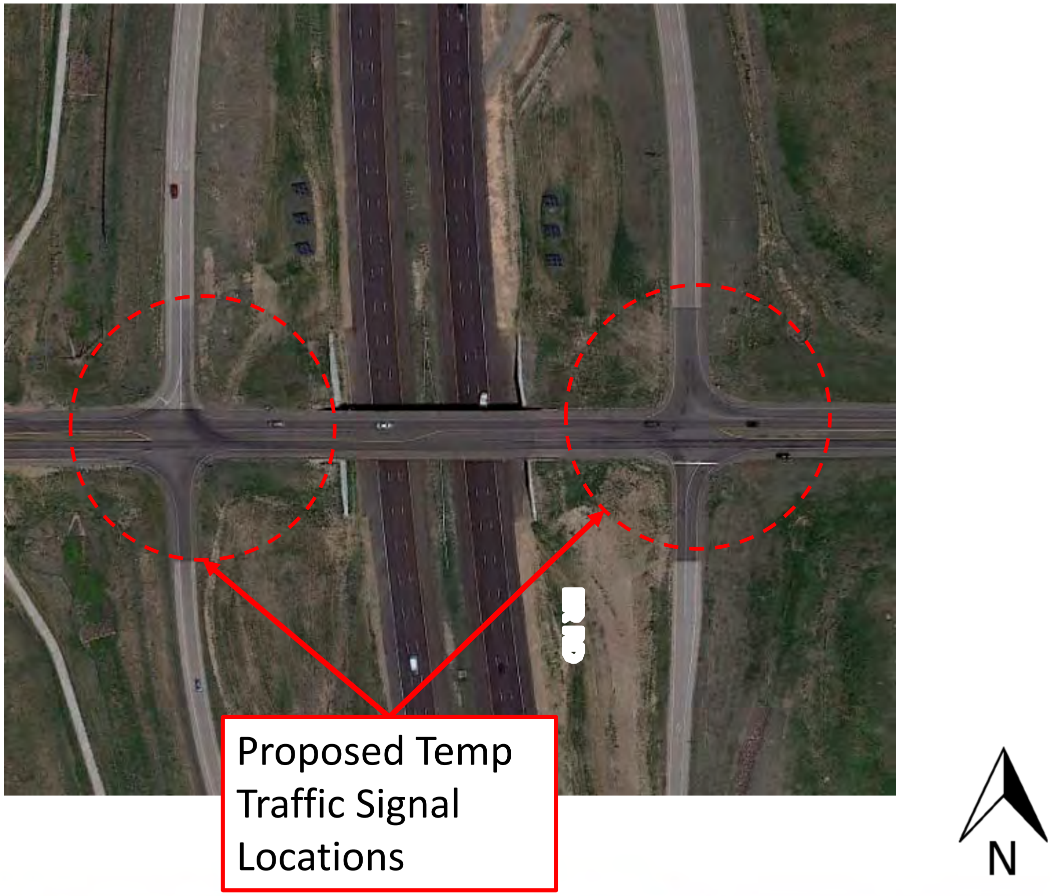
January 26, 2023

IGA with E-470 for Jewell Temporary Traffic Signals

Carlie Campuzano, Traffic Manager, Public Works Engineering

Temporary Signals

- Signals at E-470 & Ramp intersections currently meet warrants for signalization
  - Temporary span wire signals will be installed now and will be replaced when expansion project constructs permanent improvements
- Funding has been allocated by E-470 to install temporary signals ASAP
- **Design done by City**
- **Construction ($1,400,000) funded by E-470**



Temporary Signal Schedule

- Design 2023
- Bid Winter 2023
- **Construction start Spring 2024**

Questions for the Committee

- Does the Committee support moving this IGA between the City of Aurora and E-470 Regarding Jewell Avenue Temporary Signal Installations (design and construction) to Study Session?

CITY OF AURORA
Fiscal Impact Form

Item Title: IGA with E-470 for Jewell Avenue Temporary Traffic Signals
Staff contact: Carlie Campuzano, Traffic Manager
Staff Source / Legal Source: Carlie Campuzano / Michelle Gardner

TYPE OF FISCAL IMPACT

Select all that apply.

☐ Revenue Impact ☐ Budgeted Expenditure Impact ☐ Non-Budgeted Expenditure Impact

☐ Workload Impact ☒ No Fiscal Impact

FISCAL SUMMARY

Provide a plain language summary of the fiscal impact. (List program and/or service fund(s) affected. Is this request due to an internal/external audit need or mandated by State, Federal, or legal action? List all departments affected; such as IT, Fleet, HR, etc. What are the implications on performance measures in the city? Provide additional detail as necessary.)

E-470 is providing funding for the construction and the City is conducting the survey and design using internal city staff. There is no fiscal impact for the City.

REVENUE IMPACT

Provide the revenue impact or N/A if no impact. (What is the estimated impact on revenue? What funds would be impacted? Provide additional detail as necessary.)

N/A

BUDGETED EXPENDITURE IMPACT

Provide the budgeted expenditure impact or N/A if no impact. (List Org/Account # and fund. What is the amount of budget to be used? Does this shift existing budget away from existing programs/services? Provide additional detail as necessary.)

N/A

NON-BUDGETED EXPENDITURE IMPACT

Provide the non-budgeted expenditure impact or N/A if no impact. (Provide information on non-budgeted costs. Include Personal Services, Supplies and Services, Interfund Charges, and Capital needs. Provide additional detail as necessary.)

N/A

WORKLOAD IMPACT

Provide the workload impact or N/A if no impact. (Will more staff be needed or is the change absorbable? If new FTE(s) are needed, provide numbers and types of positions, and a duty summary. Provide additional detail as necessary.)

N/A

INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF AURORA
AND
THE E-470 PUBLIC HIGHWAY AUTHORITY
REGARDING
TEMPORARY TRAFFIC SIGNALS AT JEWELL AVENUE AND E-470

THIS INTERGOVERNMENTAL AGREEMENT (the "Agreement") is made and entered into _____________ ___, 20__ (the "Effective Date"), by and between the City of Aurora, a Colorado home rule municipal corporation (the "City"), and the E-470 Public Highway Authority (the "Authority"), hereinafter individually referred to as a "Party" and collectively referred to as the "Parties."

RECITALS

WHEREAS, the City is a municipal corporation organized and existing as a home rule city under Article XX of the Colorado Constitution and the Home Rule Charter of the City; and

WHEREAS, the Authority was created and organized pursuant to Sections 43-4-501 *et seq*., C.R.S. (the "Act") for the purpose of financing, constructing, operating, and/or maintaining the E-470 Public Highway ("E-470"), and in this regard to carry out all or any part of those functions or activities permitted by the Act and the Authority's establishing contract; and

WHEREAS, pursuant to Article XIV, Section 18(2) of the Constitution of the State of Colorado, C.R.S., and Section 29-1-203, C.R.S., the Parties are encouraged and authorized to cooperate and contract with one another to provide any function or service lawfully authorized to each, including the sharing of costs; and

WHEREAS, the Parties and their residents, taxpayers, and customers will jointly benefit from the design, construction, maintenance, and operation of temporary traffic signals and related equipment and appurtenances necessary thereto to be located at the intersection of E-470 and Jewell Avenue (the "Jewell Intersection") at the on/off ramps located on the southbound and northbound E-470 ramps as generally depicted in Exhibit A attached hereto and incorporated herein by this reference (the "Project"); and

WHEREAS, the Parties have determined to jointly participate in the design, construction, maintenance, and operation of the Project due to the shared benefit the Project will provide to the Parties; and

WHEREAS, the City is willing to undertake the design, construction, and maintenance of the Project, and the Authority is willing to contribute toward the cost of construction of the Project, and the City may include it in the City's larger project work to achieve economies of scale and other efficiencies and cost savings for the Parties; and

WHEREAS, provided these shared interests, the Parties further desire to memorialize their understanding regarding the sharing of costs and the Parties' funding, design, construction, operation and maintenance obligations for the Project.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

AGREEMENT

1. CITY RESPONSIBILITY FOR PROJECT DESIGN AND CONSTRUCTION.

A. Design. Subject to the receipt of acceptable proposals, the availability of funds, and the terms and conditions of this Agreement, the City will provide, at its cost and expense, preliminary and final design services for the development of the Project ("Final Design"). The Authority shall be afforded the opportunity to review and comment on the design during development of the Final Design at the sixty percent (60%) and ninety percent (90%) stages of completion, as well upon full completion of the Final Design. The Authority shall have fifteen (15) days from the date the review is provided to it to review the Final Design at each such stage and to offer comments. If redesign and re-engineering specifications become necessary after construction of the Project has begun, the City shall provide the Authority with said specifications for review and acceptance as provided above. The City will consider all comments and will cooperate to cure any such objections but will retain final approval authority regarding the Final Design and any changes. The Parties hereby acknowledge and agree that the Authority's review, acceptance, and/or request for revisions to the Final Design shall not create any liability for the Authority.

B. Construction. Subject to the receipt of acceptable bids, the availability of funds, and the terms and conditions of this Agreement, the City will perform or cause to be performed all work effort required to construct the Project in accordance with the Final Design, including, but not limited to, obtaining all necessary permits, consents, and approvals in accordance with applicable federal, state, and local statutes, ordinances, codes, rules and regulations (the "Construction Work") and will contract with one or more qualified and experienced contractors to perform the Construction Work (the "Signal Construction Contract").

C. Procurement & Contract Standards. The City will procure the contracts for the design, construction, and, if necessary, construction management for the Project in accordance with the City's laws and policies regarding soliciting, selecting, contracting, and administering contracts with any consultant or contractor. The construction of the Project will be completed in accordance with all applicable laws, ordinances, codes, rules and regulations, and design standards, and the City shall ensure that the design and construction of the Project are performed in a workmanlike manner. Acknowledging that the City may design and construct the Project as a part of a larger project and that the City shall have the obligation to own and operate the Project once constructed, the City shall have full control over all aspects of the management, advertisement, contracting, and construction of the Project except as otherwise provided in this Agreement. In addition to any E-470 Permit requirements, the City shall ensure that the Authority is named as an additional insured under all contracts related to the Project and that the contractors maintain insurance pursuant to the City's standard insurance requirements. The City agrees the

Authority has the right to request and receive a certified copy of any such insurance policy and any endorsement thereto.

D. Project Administration; Modifications. The City will perform or cause to be performed all Project administration and management functions required for the Project, including awarding, letting and administration of all Project contracts. The City will apprise the Authority of the status of the Project throughout the work. The Authority will not direct the City's contractor or the work in any manner; provided, however, the Authority may comment on the Final Design pursuant to Section 1.A above and coordinate with the City regarding the timing of the Project pursuant to Section 5 below.

2. AUTHORITY CONTRIBUTIONS.

A. Funding.

1. *Construction Contract Bid*. Upon completion of the Final Design and solicitation of a contractor(s) for the Signal Construction Contract in accordance with Section 1(C) of this Agreement, the City shall notify the Authority in writing of its recommendation for award of the Signal Construction Contract and the total bid figure for the Construction Work submitted therewith (the "Construction Contract Bid").

2. *Authority Funds*. If the Authority, within three (3) weeks of receipt of notification of the Construction Contract Bid, provides written notification to the City that the Authority, in its discretion, concurs with the award of the Signal Construction Contract to the contractor in the amount of the Construction Contract Bid as recommended by the City, the City may accept the Construction Contract Bid, and the City may thereafter enter into the Signal Construction Contract with its selected construction contractor on such terms and conditions as the City deems appropriate. Within thirty (30) days of the Authority's written acceptance of the Construction Contract Bid in accordance with this Section, and subject to the City's execution of the Signal Construction Contract, the Authority shall deposit an amount equal to the Construction Contract Bid (the "Authority Funds") into a designated and segregated Authority account used solely for the purpose of this Agreement (the "Authority Account"). If the Authority, within three (3) weeks of notification of the Construction Contract Bid does not notify the City it accepts the Construction Contract Bid, either Party may terminate this Agreement by notice to the other Party and have no further obligations hereunder; provided, however, in no event shall this Agreement terminate pursuant to this Section prior to a thirty-day (30) day period of negotiations by the Parties. Except to the extent authorized in accordance with duly executed Contract Price Authorizations issued pursuant to Section 2(B) of this Agreement, the amount of the Authority Funds the Authority may commit to pay under this Agreement shall not exceed **one million four hundred thousand Dollars (\$1,400,000)**. Any interest that may accrue on the Authority Funds shall be the property of the Authority and shall not increase the Authority Funds available under this Agreement.

i. *Invoices*. The City will submit invoices to the Authority's Finance Department for progress payments for portions of the completed Signal Construction Contract. The Authority's and City's mutual approval of invoices shall be a condition of payment. The Authority shall release funds to the City within thirty (30) days of receipt of approved invoices, or parts thereof. All invoices shall be addressed to the Authority as follows: "E-470 Public Highway Authority, 22470 E. Stephen D. Hogan Parkway, Suite 100, Aurora, Colorado 80018 ATTN: FINANCE DEPARTMENT" or sent via electronic mail to accountspayable@e-470.com with the name of this Agreement in the subject line. Invoices shall be supported by cost information in such detail as may be required by the Authority and shall be sufficient to substantiate all items for a proper audit and post audit thereof.

3. *Construction Funds Only*. No Authority Funds shall be used for, or allocated toward, expenses associated with generating the Final Design or any modifications thereto, and no other Authority funds will be provided therefor; provided, however, the City shall not be required to incorporate any design elements into the Final Design or any changes to the Final Design required by the Authority unless the Authority agrees to fully pay for such elements or changes.

B. Modification of the Signal Construction Contract. The Parties agree that amendments, change orders, or any other forms of order or directive increasing the Signal Construction Contract price above the amount of the Authority Funds shall be subject to the prior written approval of the Authority, which approval may be granted or withheld in the Authority's discretion ("Contract Price Authorizations"). If a prior Contract Price Authorization is not obtained, the Authority shall not be responsible to pay for or share in any such costs, and the City shall be solely responsible to pay for all such costs.

C. Property Access; Permitting. The City or its contractor shall obtain the necessary E-470 Permit from the Authority for the installation, operation, maintenance, and removal of the Project. The Authority will grant an E-470 Permit to the City for access, construction, operation, and maintenance of the Project and shall include provisions authorizing the City to access the Project area immediately in the event emergency maintenance or operations are necessary. The E-470 Permit will allow the City to provide the Authority with notification of such access and/or emergency maintenance as soon as possible after the emergency has been initially addressed (rather than prior thereto). The Parties will waive any permitting and review fees applicable to the Project and any maintenance work.

D. Construction Deadline and Release of Funds. If construction of the Project is not initially accepted by the City before December 31, 2024 (the "Funding Completion Date"), all Authority Funds remaining in the Authority Account shall be retained by the Authority. After such date, the Authority shall have no remaining obligation under this Agreement. If at the City's initial acceptance of the Project construction the actual costs of the Project construction are less than the Authority Funds, the remaining Authority Funds in the Authority Account shall be retained by the Authority. Upon mutual written agreement of the Parties, the Funding Completion Date may be extended one (1) year, to December 31, 2025.

3. <u>FINAL ACCEPTANCE</u>. Upon substantial completion of construction of the Project, the City shall provide notice of the same to the Authority, and the Authority shall have the right to inspect the Project for consistency with the Final Design plans. Nothing herein shall be construed as granting to the City or any other party any rights, property or otherwise, in or to the Authority's right-of-way or multi-use easement except as otherwise granted herein.

4. <u>CITY PROJECT OPERATION AND MAINTENANCE OBLIGATIONS</u>. The City shall be the owner of the traffic signals and related equipment and appurtenances constructed during the Project and shall be responsible for its operation and maintenance until such time as the Project is removed and permanent traffic signals are installed in their place as part of the Jewell Interchange expansion. The City will coordinate the timing of the traffic signals with the Authority to ensure toll-road appropriate traffic flow on the northbound and southbound Jewell Interchange ramps and on E-470 itself.

5. <u>ANTICIPATED COMPLETION OF THE PROJECT</u>. The City will use reasonable efforts to complete the Project by December 31, 2024 but no failure by the City to complete the Project by December 31, 2024 shall constitute a breach of this Agreement.

6. <u>REMOVAL OF TEMPORARY SIGNALS</u>. Costs and responsibilities associated with the removal of the Project will be addressed in a separate agreement between the Parties regarding the construction of the Jewell Interchange expansion.

7. <u>BREACH AND ENFORCEMENT</u>. The failure of any Party to fulfill any obligation set forth herein shall constitute a breach of this Agreement. The Parties agree that this Agreement may be enforced in law or in equity for specific performance, injunctive, or other appropriate relief, as may be available according to the laws and statutes of the State of Colorado.

8. <u>INDEMNIFICATION</u>. The City shall cause its contractors and subcontractors performing work for the Project and upon accessing E-470's property to defend, indemnify, and hold the Authority harmless from any and all liability, loss, cost, damage, claim or expense which the Authority may sustain to the extent they arise from or may be alleged to arise from the intentional or negligent acts or omissions of the contractor or any of its subcontractors, material suppliers, or employees in connection with the contract and/or the contractor's work.

9. <u>MISCELLANEOUS</u>.

A. <u>Assignment</u>. Neither of the Parties hereto may assign this Agreement or parts hereof or its rights hereunder without the express written consent of the other Party.

B. <u>Appropriation</u>. Notwithstanding any other term or condition of this Agreement, all obligations of either Party under this Agreement, including all or any part of any payment or reimbursement obligations, whether direct or contingent, shall only extend to payment of monies duly and lawfully appropriated and encumbered for the purpose of this Agreement through each party's legally required budgeting, authorization, and appropriation process. Further, neither Party, by this Agreement, creates a multiple fiscal year obligation or debt either within or without this Agreement. It is anticipated that appropriations for the purpose of this Agreement, if made at all, will be made on an annual basis. Neither Party, however, by this Agreement binds future governing bodies to make such appropriations.

C. Time is of the Essence. The Parties acknowledge that time is of the essence in the performance of this Agreement.

D. No Partnership or Agency. Notwithstanding any language in this Agreement or any representation or warranty to the contrary, the Parties shall not be deemed or constitute partners, joint venture participants, or agents of the other. Any actions taken by the Parties pursuant to this Agreement shall be deemed actions as an independent contractor of the others.

E. No Third-Party Beneficiaries. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement shall be strictly reserved to the Parties. It is the express intention of the Parties that any person other than the City and the Authority shall be deemed to be only an incidental beneficiary under this Agreement.

F. Governmental Immunity. Nothing in this Agreement or in any actions taken by the Parties pursuant to this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions of the Colorado Governmental Immunity Act, Sections 24-10-101, *et seq*., C.R.S.

G. No Personal Liability. No elected official, director, officer, agent or employee of the Authority or the City shall be charged personally or held contractually liable by or to another Party under any term or provision of this Agreement or because of any breach thereof, or for their errors or omissions in the performance thereof, or because of its or their execution, approval or attempted execution of this Agreement.

H. Notices. Any notices or other communications required or permitted by this Agreement or by law to be served on, given to, or delivered to either Party hereto by the other Party shall be in writing and shall be deemed duly served, given, or delivered when personally delivered to the Party to whom it is addressed or, in lieu of such personal services, when received in the United States mail, first-class postage prepaid addressed to:

If to the City:
City of Aurora
Attn: Director of Public Works
15151 E. Alameda Parkway
Aurora, Colorado 80012

If to the Authority:
E-470 Public Highway Authority
Attention: Executive Director
Administrative Headquarters Facility

22470 E. Stephen D. Hogan Parkway
Aurora, CO 80018

Either Party may change its address for the purpose of this Section by giving written notice of such change to the other Party in the manner provided in this Section.

I. Headings. The headings and captions in this Agreement are intended solely for the convenience of reference and shall be given no effect in the construction or interpretation of this Agreement.

J. Controlling Law and Venue. The Parties hereto agree that exclusive jurisdiction and venue for the resolution of any dispute relating to this Agreement to be provided hereunder shall lie in the state courts of the State of Colorado and that Colorado law shall govern.

K. No Waiver. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other of the provisions of this Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided herein, nor shall the waiver of any default hereunder be deemed a waiver of any subsequent default hereunder.

L. Binding Contract. This Agreement shall inure to and be binding on the heirs, executors, administrators, successors, and assigns of the Parties.

M. Entire Contract. This Agreement constitutes the entire agreement between the Parties with regard to the Project and sets forth the rights, duties, and obligations of each to the other as of this date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement with regard to the Project are of no force and effect.

N. Contract Modification. This Agreement may not be amended, altered, or otherwise changed except by a written agreement between the Parties.

O. Severability. The invalidity or unenforceability of any portion or previous version of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and, in such event, the Parties shall negotiate in good faith to replace such invalidated provision in order to carry out the intent of the Parties in entering into this Agreement.

P. Payment of Tolls. The City understands and agrees that the City, its subcontractors, vendors, and employees shall pay be responsible for all tolls incurred by them during the term of this Agreement. A lump sum compensation amount for reimbursement of tolls may be included within the Construction Contract Bid and invoiced to the Authority in accordance with Section 2.A.2.i hereof as part of the Signal Construction Contract. If so included in the Signal Construction Contract, the Authority will make toll reimbursement installment payments to the City on a pro-rata basis.

Q. Counterpart Execution; Electronic Records. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of this Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date first above written. By the signature of its representative below, each Party affirms that it has taken all necessary action to authorize said representative to execute this Agreement.

E-470 PUBLIC HIGHWAY AUTHORITY

____

By: Beau Memory

Its: Executive Director

STATE OF ____________________)
) ss.
COUNTY OF __________________)

The foregoing instrument was acknowledged before me this _______ day of ______________, 20__ by Beau Memory as Executive Director of the E-470 Public Highway Authority.

WITNESS my hand and official seal.

My commission expires: ______________________________

____
Notary Public

DEPARTMENT APPROVAL:

____
Director of Engineering and Roadway Maintenance

FINANCE APPROVAL:

____
Director of Finance

APPROVED AS TO FORM:
ICENOGLE SEAVER POGUE
A Professional Corporation

____
General Counsel

DATE APPROVED BY THE BOARD OF DIRECTORS: __________

CITY OF AURORA, COLORADO

DATE APPROVED BY THE BOARD OF DIRECTORS: ____________________

CITY OF AURORA, COLORADO

____

By: Mike Coffman
Its: Mayor

ATTEST:

____

By: Kadee Rodriguez
Its: City Clerk

APPROVED AS TO FORM:

____

By: Michelle Gardner
Its: Sr. Assistant City Attorney

STATE OF ______________________)
) ss.
COUNTY OF ____________________)

The foregoing instrument was acknowledged before me this _______ day of _______________, 20__ by _______________ as ________________ of ______________________.

WITNESS my hand and official seal.

My commission expires: ____

____
Notary Public

EXHIBIT A

Project Vicinity Map
Jewell Intersection

Transportation, Airports and Public Works (TAPS) Policy Committee Meeting

January 26, 2023

Members Present: Council Member (CM) Juan Marcano, Chair; Council Member (CM) Angela Lawson, Vice-Chair

Others Present: Rachel Allen, Traci Burton, Mac Callison, Carlie Campuzano, Lynne Center, Cynthia Colip, Steve Durian, Michelle Gardner, Carl Harline, Haley Johansen, Matt Kozakowski, Huiliang Liu, Jim Paral, Mindy Parnes, Julie Patterson, Laura Perry, Brian Rulla, Jeannine Rustad, Mark Smith, Elly Watson

1. WELCOME AND INTRODUCTION

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2. APPROVAL OF MINUTES

The minutes for the November 30, 2022 TAPS meeting were approved as written.

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3. CONSENT ITEMS (None)

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4. GENERAL BUSINESS

4.a. Consideration to Approve a Resolution for the Intergovernmental Agreement (IGA) with E470 for Temporary Traffic Signals at Jewell and E-470.

Summary of Issue and Discussion:

Carlie Campuzano presented an Intergovernmental agreement (IGA) with E-470 and the city of Aurora for temporary traffic signals at the Jewell Avenue interchange. The IGA presents a picture of the existing interchange at Jewell and E-470, which is currently stop-controlled on the off-ramps. City staff have been working with E-470 regarding operations of the interchange. The city of Aurora conducted a signal warrant study back in 2019 that showed that the two intersections currently meet the criteria to be signalized. Based on that and on the high traffic volumes that Aurora has seen from the ramps, the city and E-470 are prioritizing the signalization of these two locations.

This IGA is specifically for the agreement with E-470 for both the design and the construction, hence it is actually very similar to how the city of Aurora handled the E-470 and Gartrell interchange. The plan is for E-470 to fund the full amount of construction, which now is estimated to be $1.4 million for these two signals. The design will be done by the city of Aurora using its internal staff resources. Therefore, no money will be provided by the city.

The reason that this is going to be a temporary signal with a span wire instead of a full signal is that the bridge is ultimately planned to be widened. However, the widening is not planned until the mid-2030s as per E-470's master plan. So, although the signals are temporary, they will likely be in place longer than 10 years. As for the general schedule for this project, the city of Aurora is currently working on the design. The city's plan is to put the project out to bid by the end of 2023 and then start construction around the spring of 2024. Construction is estimated to last about a year in total, therefore the signals are expected to be operational in 2024/2025.

The question for the committee is if they support moving the IGA between the city of Aurora and E-470 regarding Jewell Avenue temporary signal installations for design and construction to the study session.

Committee Discussion:

CM Marcano asked if there was an opportunity now to make changes, for example, roundabouts, that would be beneficial in the future, mainly because the IGA is a temporary solution, the cost is steep for the signals, and with increased usage, the signs will no longer be adequate to manage the intersection.

He compared the intersection to Keystone Parkway and 126th Avenue in Carmel, Indiana. He noted that Keystone is comparable, if not higher in volume in terms of total traffic flow than E-470, but the configuration that they've put together there is overall likely cheaper than signalized intersections, and it has fewer collision points which make it safer too. He asked if this is something that the Council had considered in the process so far, especially if the city of Aurora is responsible for the design and E-470 is going to be paying.

Carlie explained that the bridge right now is narrow, and, in her opinion, she hasn't seen a roundabout project on a freeway completed in a retrofit without doing some significant grading and bridge replacement and widening. So, this IGA is meant to be the most cost-effective way that Aurora could improve operations in the near term. She added that as the project goes into actual design for the widening and that level of evaluation, that could be something the city discusses with E-470.

She mentioned that E-470 has a master plan that it published around 2020, but she is currently not sure if this interchange type was already evaluated through that process with long-term traffic. However, their master plan shows all their proposed interchanges, and it could be something that they've already looked at and selected interchange alternatives. She added that knowing that the final design for the bridge widening is far out, she thinks it's something that can be re-evaluated . She also noted that she doesn't think that that would be within their current short-term fix budget because it would require so much widening to get those roundabouts in, especially with an interchange when it's accommodating trucks.

CM Marcano stated that he understands that it's probably not realistic now, but since Carlie had mentioned the bridge widening, he would be remiss if he did not continue to advocate for these kinds of improvements. He also asked if it is something that Council would be able to talk about with the E-470 authority and CDOT and whoever else needs to be involved, just to ensure that it can be considered in case it hasn't already. Carlie responded that city staff have monthly coordination meetings with

E-470 staff, so they can bring it up and see where E-470 is already at with the interchange evaluations and if it could look at other options moving forward.

CM Lawson stated that she had no questions but would support the resolution moving forward. CM Marcano stated that he too would support the resolution, moving forward.

Outcome: Information only

Follow-up Action: Further discussion with E-470 on the possibility of future beneficial changes.

4.b. 20 is Plenty Initiative
Summary of Issue and Discussion:
Carlie Campuzano, the Traffic Manager of the Public Works Department did the presentation for the 20 is Plenty Initiative.

The presentation is meant to be an informational item with some initial information, which was requested at the previous TAPS meeting. The presentation starts off with some background information on the 20 is Plenty Initiative, comparisons to peer cities, both within Colorado and then across the United States, as well as a literature review of the best practices in the country. It then goes over the fiscal impact in Aurora, the key takeaways, and the next steps for Aurora.

"20 is Plenty" is the term given to an initiative that has taken place across the United States, as well as in other countries, to advocate for lowering posted speed limits on local roadways from 25 to 20 miles per hour (mph), with the goal to improve safety, reduce crash severity, and improve the livability on the local streets. The default speed limit on local streets in Aurora and in most other municipalities is 25 mph. This is reflected in Aurora's city code section for residential roadways.

Some areas in Colorado have recently adopted the 20-mph speed limit on residential roadways. This was adopted by Boulder, Colorado in 2020 and was implemented in 2021. It was also very recently adopted by Denver, but they have not yet implemented the 20 mph speed limits yet.

Boulder and Denver provided a lot of great information and have been great partners in research on the initiative. Both agencies reached out to other peer cities and did different levels of outreach before they adopted their programs. Outside of Colorado, Portland, Oregon, Eugene, Oregon, and Cambridge, Massachusetts have also implemented 20 mph speed limits on local roadways. These were implemented from 2018 to 2020, hence very recent as well. Out of all those agencies that have implemented 20 miles an hour on local streets, a couple of them including Boulder, Colorado, and Portland, Oregon, did very extensive before-after studies where they collected data before the speed limits were switched out, and then after the speed limits were switched out to see if changing the speed limits impacted travel speeds. Both agencies collected a lot of data, which indicates that their data is robust and that their results are statistically significant from a data perspective.

To explain some terms, the 50th percentile speed is the speed at which 50% of vehicles are traveling at or below, and the 85th percentile speed is the speed at which 85% of people are traveling at or below. The 85th percentile speed is typically referred to when traffic engineers reference prevailing vehicle speeds. The key takeaways from both Boulder and Portland are that changing the posted speed limit signs had little to no impact on actual traveled speeds.

Going over the literature review, the documents listed in the presentation are federally accepted as guidance on how to set speed limits as well as speed management practices and best practices for slowing traffic down. The manuals indicate that the physical built environment has the largest impact on vehicle speeds.

There is extensive speed data that has been collected within the city of Aurora through its neighborhood traffic calming program. Aurora has various data points of speed data on different types of roadway sections. Graphics were presented that showed data before and after the speed limits were decreased in Boulder for two different street sections. On these roads, the "after" speed increased slightly. The main takeaway is really that on the street that's only 27 feet wide, the prevailing speed was about 20 mph. The other street was about 40 feet wide and had prevailing speeds of 29 mph. This shows that drivers will travel at the speed that they feel comfortable going which is based on the physical configuration of the roadway.

Looking at some local examples from data collected recently in the city, three different streets that had different widths were sampled. There's a 35-foot-width street on Kenton, which reflects Aurora's local street typical section. Kenton Street received a recent traffic calming application from a resident who asked about the 20 is Plenty program.

Kenton Street is 35 feet wide, and the prevailing speeds are about 27 mph with a posted speed limit of 25 mph. That is within the range of what would be expected on this type of street. Next, is 13th Avenue. 13th is a little bit different because it is parallel to Colfax, so it experiences heavier volumes of traffic as well, and people may be using it who do not directly live in the area. 13th Avenue is 40 feet wide and the prevailing speeds are about 33 mph. Then there's a collector street section, which is a common section that is seen in a lot of places in Aurora. The example shown is Uvalda Street which has two through lanes, striped bike lanes, and on-street parking. This roadway is 50 feet wide with prevailing speeds of 35 mph.

In Aurora, staff receive frequent resident concerns regarding speeding on collector roadway sections because they are typically wide. Part of the reason for this width is to provide multimodal facilities. Striping bicycle lanes generally does not make the lanes feel narrower enough for people to drive slower.

Next, is the fiscal impact. Some of these numbers were pulled together using recent numbers from contractors. The main fiscal impact of adopting 20 is Plenty in Aurora would be switching out existing speed limit signs. The estimated number of signs in Aurora is a little over 3,000 existing signs that would need to be switched out by a contractor. New signs would then be added to increase the density, which is something that Boulder and Denver both looked at as well. Some streets, especially in older neighborhoods, might have more inconsistent speed limit postings.

The last cost shown is for education and marketing which is a big part of the 20 is Plenty Program. It would be important to provide this so that the residents know why the city is doing the program and what the goals are. The total cost if Aurora was to proceed would probably be around $1.6 million citywide.

Key Takeaways:

One key takeaway in the cities where 20 is Plenty was adopted and speed limits were decreased is that before and after speed studies showed that the actual travel speeds largely remained unchanged. Also, the data and the literature show that the street layout has the biggest impact on vehicle speeds rather than just switching out speed limit signs.

Another thing to note is that the program's goal for 20 is Plenty is to reduce severe crashes, but severe crashes rarely occur on local streets. Severe injury and fatal crashes are typically concentrated on arterials and higher volume, higher speed roadways.

Proposed Next Steps:

The presentation is meant to give a high-level overview of the 20 is Plenty initiative. It also gives information on other agencies that have adopted the program and what they've done in their findings.

The proposed next steps are for staff to bring additional and more in-depth information into the future TAPS meeting. The future presentation would include more detail on a proposed speed reduction study. Denver recently prepared an elaborate study that includes considerations for different types of streets. They studied residential streets in addition to business districts, special areas, commercial areas. Staff can also consider updating the city's traffic calming toolbox, which was developed about four years ago.

Staff can also look at options for a conceptual pilot project, which would include repurposing travel lanes on an existing roadway in Aurora. Another important aspect of the 20 is Plenty initiative is what we refer to as the three E's: engineering, education, and enforcement. Future information brought to TAPS would include more detail on these items.

Staff can also prepare information on roundabouts, retrofits, and costs. There will be more information available at a future meeting on the associated costs for different types of roundabouts. Later in the year, there will be before and after speed data, once construction for three roundabouts is complete.

Committee Discussion:

CM Lawson stated that lowering the speed, especially in the local areas, is a good idea. She wanted to understand, based on the two examples presented, especially Denver, what are some of the factors that came into play when the studies were done. Because as per the presentation, if the speed limit is lowered to 20, people will go at 25. She explained that people are going at 35 where she lives, despite there being a speed limit and the streets being even narrower than on Tufts.

She asked for clarification on how that enforcement was put into place, because the other cities might have more officers who are on the streets looking at traffic. She wanted to know if that was implemented into the studies compared to Aurora.

She also mentioned that she's trying to see the benefit of spending $1.6 million if the study shows that lowering the speed is not going to have too much of an impact. She suggested a pilot for the beginning to see how it works. Carlie explained that the staff recommendation is not to lower the speed limits. However, the information from other agencies is that lowering the speed limit doesn't change anything. So, it would be a lot of money and time spent for no benefit.

Carlie clarified that the presentation was just meant to be informational and was discussed to be included in a future meeting at the last TAPS meeting in November 2022. She added that this was not meant to be a staff recommendation for lowering speed limits, but just an overview of lessons learned from other agencies.

CM Lawson stated that from her perspective, this looked like something that would be brought to a study session for consideration. Carlie explained that the goal was to give higher level information and get feedback from Council, then possibly give more information to clarify different parts of the presentation and maybe go over some of engineering, education, and enforcement. She explained that now, they were not planning to bring anything forward, unless a council member would want to in the future.

CM Lawson apologized for the misunderstanding and explained that she had thought it was something they were considering. She added that if it was to be done, they would have to really look at it especially because of the $1.6 million cost which Carlie agreed is a big price tag. The project would mean a lot of street revamping and things like that, considering there's narrower streets too.

CM Marcano stated that they had this conversation at their last meeting, in which one of Aurora's constituents who testified when the public was invited to be heard, asked them to investigate lowering residential speed limits. He further stated that he is familiar with the 20 is Plenty Program and had drafted an ordinance that would have lowered the limits. However, they wanted to have this presentation first.

He said that staff brought this information to them demonstrating that it's not the signage that changes any behavior, and that they had conversations about different kinds of signage last year on council and whether it would be effective. So, it's the built environment that really matters. He added that the conversations that they're going to have in the beginning of March would involve more about how they can strategically begin to alter the built environment to basically foster those lower limits. And once the environment is geared to slow people down to increase safety for folks in the residential and commercial areas as well, it also brings potential benefits for businesses in those areas with lower speed limits.

He mentioned that he's seen some information that economic activity increases when you slow folks down, or better yet get them out of their cars and get them walking or on bikes. So that's something that he sees a huge potential for, around e.g., the Havana BID. He suggested that some of this could be done on Colfax and some of the other commercial areas in the city.

He added that for the residential streets, the city took out some debt to resurface its roads and keep them in better condition. And that he's still hoping that there's opportunity for to make some minor changes to the surface use of these roads for example reconfiguring the parking sites, adding cheap physical separations and things like that to makes folks less comfortable speeding. He said that it's through methods like that that they would be better able to slow folks down in the neighborhoods and then maybe if there's a need to, they can go look at the signage after getting the behavior that they're looking for.

He further explained that the signage would be more of a reinforcement, but from his perspective, it should probably come after getting the desired result from modifications of the built environment. He agreed with CM Lawson's point that $1.6 million is a whole lot of money for something that doesn't necessarily change behavior. He concluded by saying that he's very excited to continue the conversation later in the year.

Outcome: Information only

Follow-up Action: No follow-up needed.

4.c. **Overview of 2022 TAPS Policy Committee Agenda Items**
Summary of Issue and Discussion:
Cindy Colip, the Public Works Director, presented an overview of the 2022 TAPS items. In 2022, 34 items were brought to TAPS, hence it was a busy year. Cindy Colip reviewed many of those items for the committee.

The council looked at the Intergovernmental Agreement (IGA) with the Regional Transportation District (RTD) for Havana Street Transit improvements, which is being implemented now. The city will have its first bus queue jumps on Havana very shortly. There was also a resolution through the Denver Regional Council of Governments (DRCOG) Transportation Improvement Project (TIP) funding with the IGA for 11th Avenue and Havana Street and Del Mar Parkway. That is going to replace many of the very old traffic signals, do multimodal improvements and make it better from the multimodal and the transit perspective.

The truck route map was updated as required by code. There was an ordinance to amend Chapter 126 relating to escrow payment for traffic signals. Staff also provided an overview 2021 topics. The City of Aurora was approached by the City of Denver regarding the Colfax Bus Rapid Transit last year. An update and the recommended next steps were provided.

There was another resolution for DRCOG funding for Traffic Signal System Project. Additionally, was an IGA between the city and Colorado Department of Transportation (CDOT) for some funding for the Northwest Aurora intersection pedestrian safety enhancements which will be shortening up the pedestrian crossing distances at some of the intersections and providing better protection for the pedestrians. The city also had a funding agreement for Parker Road, Quincy Avenue, and Smoky Hill Road intersection, which is continuing in design to get those improvements out to bid for construction, probably later in the year.

The committee was given a funding update for many of the IGAs that were discussed. Denver International Airport presented an informational update. Back to the Colfax Bus Rapid Transit, Public Works worked very closely with the Planning Department to come up with ideas for station enhancements and locations for those enhancements within Aurora. There was another IGA between Aurora and CDOT for DRCOG TIP funding to complete some of Aurora's missing sidewalks. These missing sidewalk projects have been successful in terms of getting the city some dollars to fill in the gaps and make better improvements.

There was a presentation from Glydways about their network. There was discussion about roadway maintenance and what it was going to look like for the current year.

An overview of the Infrastructure Investment and Job Acts overview was also provided. Within the TIP project application, the city has successfully received five. There was also an update on Centennial Airport, and from the Chair, CM Marcano, and Council Member (CM) Murillo, about the International

Making Cities Livable Conference. An update was given on the multimodal study being done for 13th Avenue. There are additional applications for funding to do finalize design in specific the locations so that more funding can be applied to implement some construction features.

Another IGA exists between the City of Aurora and the City of Denver about the ownership and maintenance responsibilities for the Peoria crossing near 33rd Avenue. It was constructed years ago, but the operations and maintenance have finally been nailed down. There was a slight delay because of some warranty issues that had to be taken care of. Additionally, there was another IGA with CDOT for the Highline Canal, East Colfax I-70 project, which completes the last piece of the Highline Canal for connectivity throughout the city. An update was provided on the Council Chambers Renovation design to improve Americans with Disabilities Act (ADA) access within the council chambers.

Council Mayor Pro Tem Gardner gave the council an update on Mexico City's Bus Rapid Transit (BRT) System. Another IGA between the City of Aurora and the County of Denver for the Colfax BRT Project made a lot of progress last year. There was a briefing from the Colorado Energy Office on the e-bike initiatives that are statewide. Another IGA was for the Aerotropolis I-70 Corridor for the Transportation Demand Management Program Development and Implementation to evaluate different multimodal options out there.

Arapahoe County was successful in getting a Transit and Micromobility Study Grant, and Council gave the approval to put some funding towards that as well; it is kicking off this year. Carlie Campuzano updated Council on the Smart Grant Application. They also looked at alternative fuel corridors, and how those are nominated for that process. Another update on the TIP projects and the Infrastructure Investment and Jobs Act (IIJA) was provided, and we also brought forward a resolution for an Advanced Traffic Controller Project to replace the traffic controllers in the city to make them much more functional and agreeable for some of the smarter applications that are out there.

The city has a partnership with Adams County on a TIP application as well. Staff provided an overview of its Snow and Ice Control Plan for the current year. The analysis and evaluation of the on the pilot program for plowing residential streets was discussed. There's a request from Council Member Bergen to talk about plowing on residential streets and the status of street operations resources and hiring for the February 6th Study Session.

<u>Committee Discussion:</u>
CM Lawson asked if there a way that they could get a presentation or some thoughts around looking at the transportation grid as the city is growing. She expressed her concern that the city is building, especially on the southeast side of Aurora, with no promise of any type of transit. She asked what other cities are doing; if perhaps they are working with developers to say they could chip in, or they're into public-private partnerships. She mentioned that as the city is growing, it's bringing businesses out there and she would like to know more about its growth. She added that she's aware that this could be correlated to Planning and Economic Development (PED) Committee but with transportation, she's looking at the grid and its impact on the future from maybe five to ten years. She wanted to know if

there are things that other cities have done, knowing that their transit system does not have the available money to fund growth and transit in areas that are growing like Aurora.

She asked for a possible presentation to talk about that and maybe come up with some ideas that can come forth or maybe talk to other partners. She mentioned that something has to be done otherwise, in her opinion, it's just going to create traffic. CM Marcano agreed with CM Lawson's point and said it's something that Mac and he have discussed. He said he was aware that it was something that the Arapahoe County Subcommittee for DRCOG has discussed and that Council has discussed it too in bits and pieces. He said that it will tie back to PED to some extent because part of what it does is revise the city's master plan and perhaps even the UDO for requirements on transportation considerations and planning to be done as the city is approving new development in the city.

He said that from his perspective, every city in the metro is just doing its own thing when it comes to its own growth, and it is frustrating because there's no coordination. He added that this causes inefficiencies when trying to catch up. For example, with the Colfax Bus Rapid Transit. He mentioned that he's very excited about that corridor, but the city won't be to continue dedicated bus lanes all the way through Aurora to the terminus of that line because of the way its infrastructure's currently built out. Modifying that would be very expensive at this point.

He explained that this segues into something that he wanted to bring to up to CM Lawson as Chair of FSIR, and to the committee. He gave a reference to Representative Corey Bush's Bus Rapid Transit and Light Rail Transit Acts which he pointed out he was very excited to see but it would require some serious federal dollars to be allocated towards tackling some of these issues in congruency between various jurisdictions transportation plans.

He agreed with CM Lawson that a presentation on that is necessary and mentioned that he would defer to Staff as to when that can be done. He mentioned that he wanted to bring Rep Bush's bills to the council's attention because he thinks that it warrants discussion and potential advocacy from the city's federal priorities, since all this came up after council stopped meeting last year.

CM Lawson agreed that she thinks it goes through the FISR committee, the council committee and PED. She said that it's an issue she has always brought up about the city's grid and how its growing, and how it's doing transportation. She added that having served on the Reimagine RTD Committee previously and knowing what's happening with RTD funding levels and associated costs, it's going to be difficult to support the amount of current and future growth and development with appropriate transit services and programs throughout Aurora. Seems like a conversation in general between all three committees is warranted.

CM Marcano mentioned that he agrees it's going to be expensive whether it's done now or later, so there's no point in waiting. He added that he thinks it's something they need to start planning for now. Cindy stated that the city will be kicking off its multimodal transportation system master plan shortly. She added that to CM Marcano's point about planning, they are all great items that they have considered and are including in the scope, which is still being refined right now.

Mac Callison stated that certainly land use and transportation are strongly linked together. There's a clear connection in terms of land use and intensity and density of those activities and the varying modal opportunities that will present themselves as the city continues to grow. He said that this is a perfect opportunity. He added that in one of the city's TIP awards, call number 2, we won a substantial amount of funding to conduct a citywide multi-modal transportation master plan covering a lot of elements that the city really needs to tie together land use transportation and varying modes, pedestrian, bicycle, vehicular, freight, transit and, micro mobility.

He added that there was a partnership with Arapahoe County, and that they're kicking off a countywide transit and micro mobility study, which he thinks will benefit the city and deliver value to sub-regional service councils that RTD have deployed quite recently as part of the state legislature review and the RTD Accountability Committee, which Council Member Murillo served as a Co-chair.

He explained that there are varying opportunities on this front, and that he likes the idea of also tying in PED and FSIR from an intergovernmental relations perspective and partnership as well as from a legislative perspective. He also stated that they are getting very close to finalizing the scope and then going through the procurement process for the city's Multimodal Transportation Master Plan. He said that it would be approximately a two-year effort on that and that's why he mentioned the Arapahoe County Transit and Micromobility Study. That study is a one-year effort and has a pilot demonstration component to it as well.

He suggested discussions on how to partner effectively with RTD moving forward. He added that you must be an optimist in this business because there may not always be funding shortfalls. He pointed out that there is strong support at the Denver Regional Council of Governments level for multimodal components in the regional transportation plan that has components throughout the city as well. He said that he's looking forward to having a collaborative effort with the committee and the others mentioned soon.

Outcome: Information only

Follow-up Action: No follow-up needed.

5. MISCELLANEOUS MATTERS

5.a. Introduction of the new Deputy Director of the new Development Review Division

Summary of Issue and Discussion:

The new Deputy Director of the new Development Review Division, Steve Durian, was introduced to the Committee. He's joining the team from Jefferson County - Public Works. Public Works is in the process of a reorganization and pulling all the development review functions together under one umbrella. Steve Durian will be holding that large umbrella over all Public Works different disciplines within development review. This is his seventh week, and he has jumped in with both feet.

Steve Durian introduced himself as having a background in Development Review and Traffic Engineering, so a lot of the discussion that just happened was close to his heart. He also has a couple of years' experience with a commercial real estate development company, so he knows what both sides of the business are, the private side and the public side. He brings a lot of that experience to Aurora. His most recent experience is at Jefferson County, overseeing a lot of transportation and engineering functions, including being on the DRCOG Technical Advisory Committee along with Mac Callison. He feels that bringing all that experience to Aurora is very exciting and is really looking forward to working closely with all members involved. He'll be bringing IGAs to the council so they will be seeing him shortly.

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6. ANTICIPATED TOPICS FOR NEXT MEETING

- DRCOG's Call 4 update
- IGAs for Multimodal Master Plan; Smith Road improvements; Missing sidewalks
- 20 is Plenty

Matt Kozakowski mentioned that they are working diligently on DRCOG's call 4. As far as DRCOG is concerned for TIP projects and some of the earlier projects that were awarded in call 2, the city is getting those IGAs going. He added that council will see the IGAs for the Multimodal Master Plan, the Smith Road improvements, and the next round of missing sidewalks as well. Hopefully, they will be ready by the next meeting.

Cindy Colip stated that she would also have the update on the next steps for the 20 is Plenty at the end of March (2023).

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7. CONFIRM NEXT MEETING

The next meeting was confirmed for February 23, 2022, at 1:00 PM.

Approved: ____

CM Juan Marcano, Committee Chair Date

CITY OF AURORA
Council Agenda Commentary

Item Title: Roadway Infrastructure 2023 Maintenance Program	
Item Initiator: Nicholas Johnson, Engineering Supervisor, Public Works	
Staff Source/Legal Source: Nicholas Johnson, Engineering Supervisor, Public Works / Michelle Gardner, Senior Assistant City Attorney	
Outside Speaker: N/A	
Council Goal: 2012: 3.0--Ensure excellent infrastructure that is well maintained and operated.	

COUNCIL MEETING DATES:

Study Session: 3/6/2023

Regular Meeting: N/A

2nd Regular Meeting (if applicable): N/A

Item requires a Public Hearing: ☐ Yes ☒ No

ITEM DETAILS *(Click in highlighted area below bullet point list to enter applicable information.)*

- Agenda long title
- Waiver of reconsideration requested, and if so, why
- Sponsor name
- Staff source name and title / Legal source name and title
- Outside speaker name and organization
- Estimated Presentation/discussion time for Study Session

Nicholas Johnson, Engineering Supervisor, Public Works / Michelle Gardner, Senior Assistant City Attorney

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ACTIONS(S) PROPOSED *(Check all appropriate actions)*

☐ Approve Item and Move Forward to Study Session

☐ Approve Item as proposed at Study Session

☐ Approve Item and Move Forward to Regular Meeting

☐ Approve Item as proposed at Regular Meeting

☒ Information Only

☐ Approve Item with Waiver of Reconsideration
Reason for waiver is described in the Item Details field above.

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: N/A

Policy Committee Date: N/A

Action Taken/Follow-up: ***(Check all that apply)***

☐ Recommends Approval ☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation ☐ Recommendation Report Attached

☐ Minutes Attached ☐ Minutes Not Available

HISTORY *(Dates reviewed by City council, Policy Committees, Boards and Commissions, or Staff. Summarize pertinent comments. ATTACH MINUTES OF COUNCIL MEETINGS, POLICY COMMITTEES AND BOARDS AND COMMISSIONS.)*

In Spring of each year Public Works staff presents the plan for the coming construction season for maintaining the roadway infrastructure in Aurora.

ITEM SUMMARY *(Brief description of item, discussion, key points, recommendations, etc.)*

Staff will present a narrative discussing the construction season roadway infrastructure improvements for 2023. The locations are not final until they have been cross checked against planned utility work. Maps of the programs that are currently going out to bid will be presented. Maps of the final planned work will be distributed at the time of contract award.

Council authorized issuance of Certificates of Participation (COP) in May 2022, generating $35 million for roadway maintenance. These one-time funds are being used to address deferred roadway maintenance, especially on the residential roadway network. When this backlog is addressed, an annual maintenance program for the residential network is to be re-established. The current 5-year roadway maintenance plan re-establishes the annual mill and overlay work beginning with those streets in the worst condition.

Council also established an approach to roadway maintenance based on pavement condition, which is quantified in a Pavement Condition Index (PCI). The current overall network PCI is 69. The current 5-year roadway maintenance plan was developed to reach and maintain an overall network PCI of 73, which is near the middle of the "good" range. This year, 2023, is the first year of that 5-year plan.

Council also approved creation of the Transportation Maintenance Fund (TMF), which moves funding for roadway maintenance from the Capital Projects Fund (CPF). The funding levels from the CPF have been maintained in the TMF and the move consolidates five separate programs into three programs.

The Street Rehabilitation and Preservation Program includes

- Street Overlay work by both contract and in-house crews
- Crack Sealing by contract
- Surface Treatment by contract
- Concrete Repairs as necessary

The planned programs and associated expenditures are as follows:

Program Category	COP Funds	TMF Funds	Total
Concrete	$ 3,850,000	$ 6,074,000	$ 9,924,000
Overlay	24,814,000	12,961,000	37,775,000
Surface Treatment	2,098,000	1,777,000	3,875,000
CM/CI Contract	1,750,000	1,294,000	3,044,000
Reconstruct/Contingency	1,413,000	4,786,000	6,199,000
In House Material	1,075,000	1,968,000	3,043,000
Total	$ 35,000,000	$ 28,860,000	$ 63,860,000

FISCAL IMPACT

Select all that apply. (If no fiscal impact, click that box and skip to "Questions for Council")

☐ Revenue Impact ☒ Budgeted Expenditure Impact ☐ Non-Budgeted Expenditure Impact
☐ Workload Impact ☐ No Fiscal Impact

REVENUE IMPACT
Provide the revenue impact or N/A if no impact. (What is the estimated impact on revenue? What funds would be impacted? Provide additional detail as necessary.)

N/A

BUDGETED EXPENDITURE IMPACT

Provide the budgeted expenditure impact or N/A if no impact. (List Org/Account # and fund. What is the amount of budget to be used? Does this shift existing budget away from existing programs/services? Provide additional detail as necessary.)

Org 49661 -	$35,000,000
48001 -	6,074,000
48002 -	20,818,000
48003 -	1,968,000
Total -	$63,860,000

These funds are already budgeted.
Orgs 48001, 48002, and 48003 are part of the Transportation Maintenance Fund.
Org 49661 is for Certificates of Participation (COP) funds allocated by Council Decision in 2022.
This work does not shift existing budget from existing programs or services.

NON-BUDGETED EXPENDITURE IMPACT

Provide the non-budgeted expenditure impact or N/A if no impact. (Provide information on non-budgeted costs. Include Personal Services, Supplies and Services, Interfund Charges, and Capital needs. Provide additional detail as necessary.)

N/A

WORKLOAD IMPACT

Provide the workload impact or N/A if no impact. (Will more staff be needed or is the change absorbable? If new FTE(s) are needed, provide numbers and types of positions, and a duty summary. Provide additional detail as necessary.)

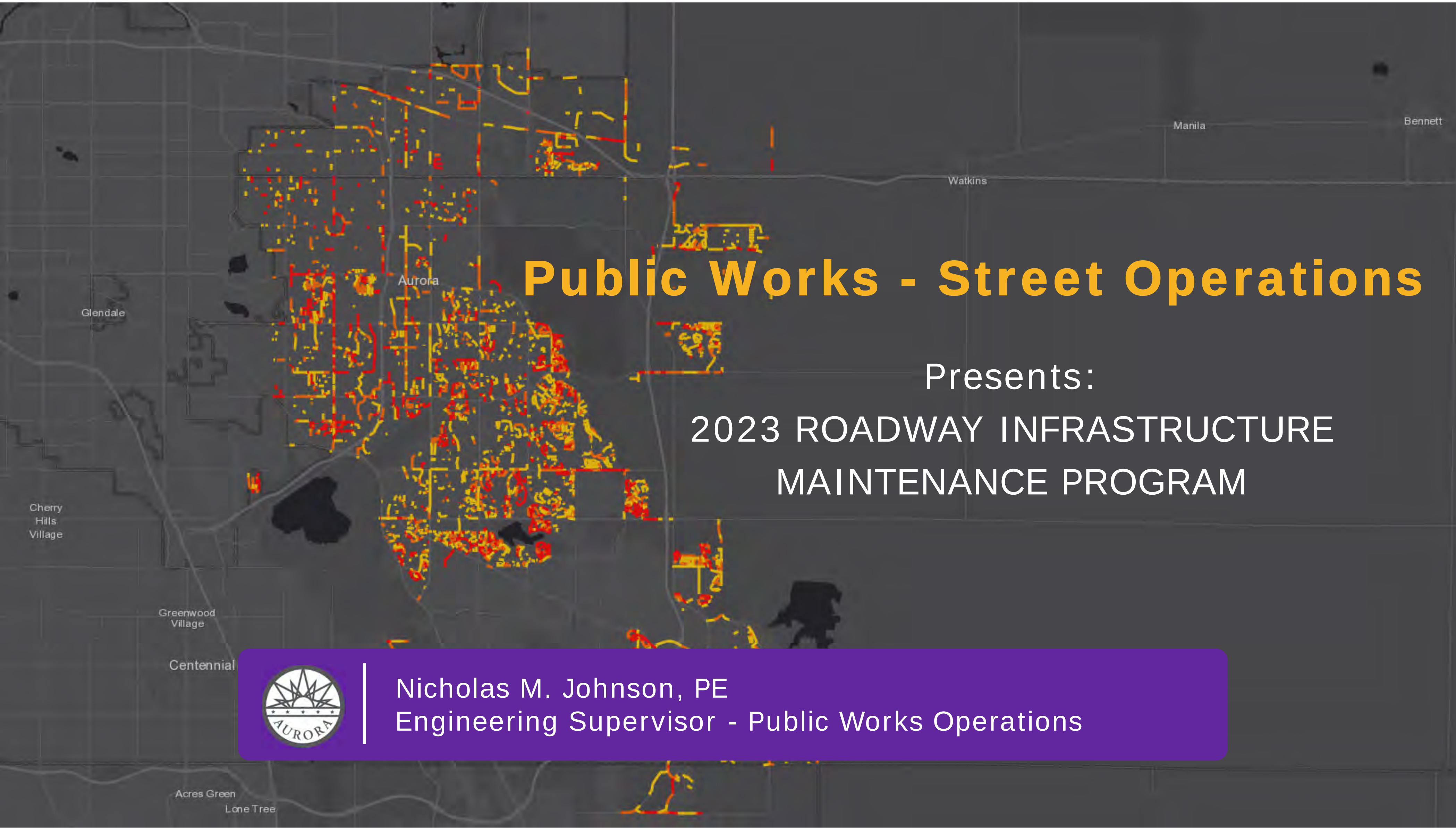
N/A

QUESTIONS FOR COUNCIL

Does Council support proceeding with the Street Rehabilitation and Preservation Program as presented?

LEGAL COMMENTS

The city manager shall be responsible to the council for the proper administration of all affairs of the city placed in his charge and to make written or verbal reports to the council concerning the affairs of the city under his supervision. (City Charter §7-4(e)). Additionally, the city manager shall keep the council advised of the future needs of the city and make such recommendations to the council for adoption as he may deem necessary or expedient. (City Charter §7-4(f)). (M. Gardner)



Public Works - Street Operations

Presents:

2023 ROADWAY INFRASTRUCTURE MAINTENANCE PROGRAM

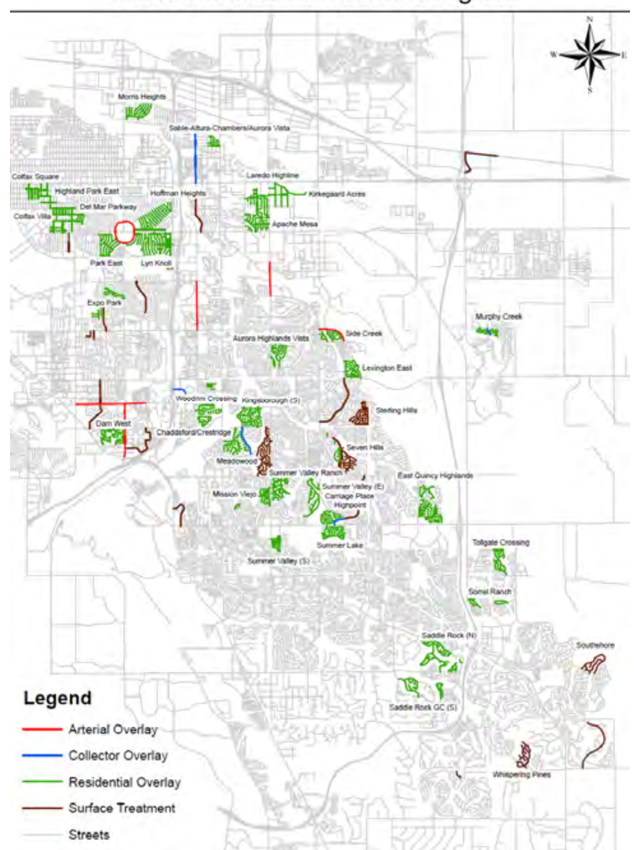
Nicholas M. Johnson, PE
Engineering Supervisor - Public Works Operations

QUICK FACTS

CITY OF AURORA

- ❖ Population 398,018
  (2022 Data from Planning Department)
- ❖ 163 Sq Miles
  (2023 Data from Information Tech Dept.)
- ❖ 1365 Miles Of Road Responsibility
  (2023 Data from Information Tech Dept)

2023 Street Maintenance Program



PAVEMENT MAINTENANCE STRATEGIES

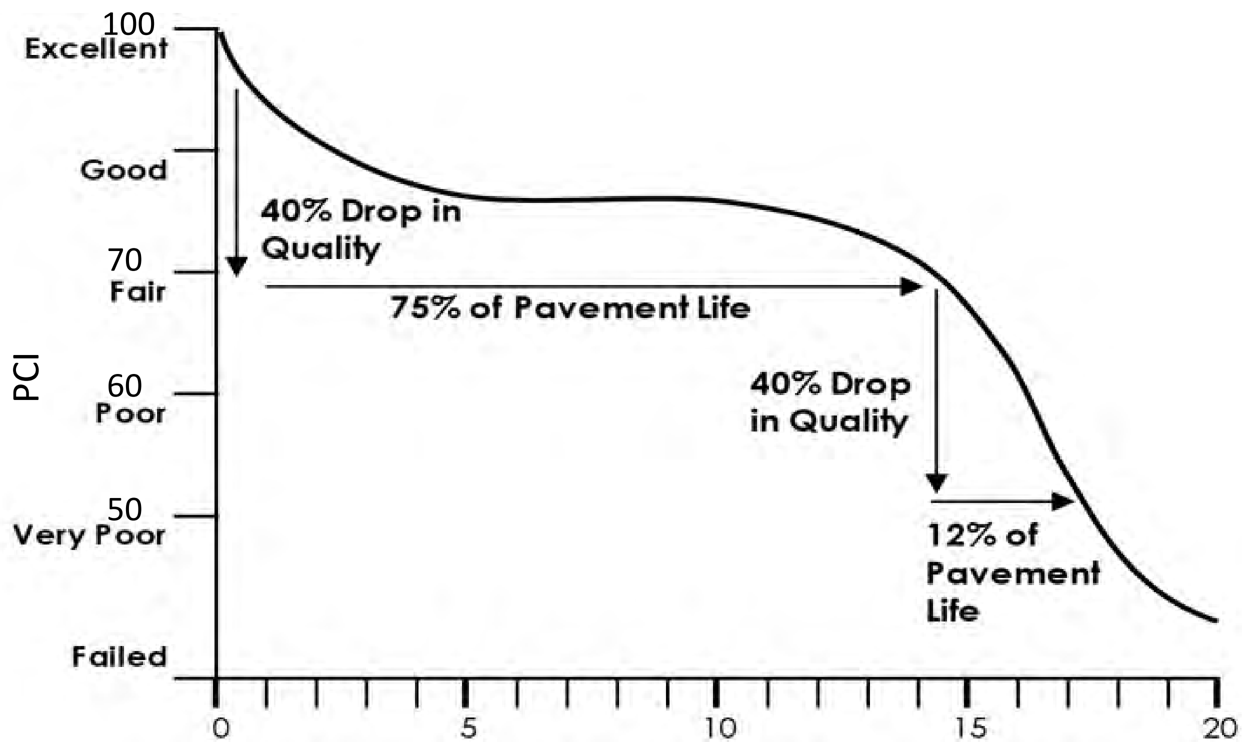
Routine Maintenance
- ❖Crack Fill

Preventive Maintenance
- ❖Surface Treatment

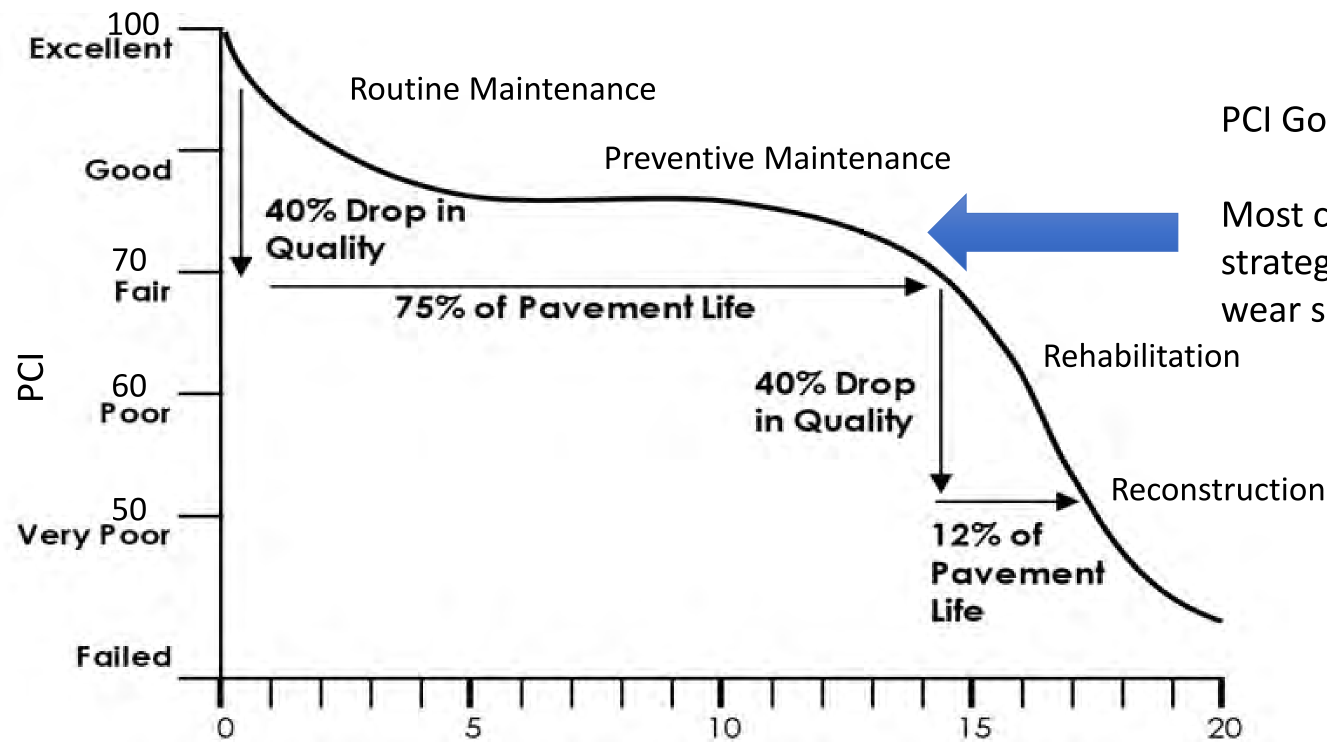
Rehabilitation
- ❖Overlay

Reconstruction
- ❖Remove & Replace

Pavement Life-Cycle



Pavement Life-Cycle

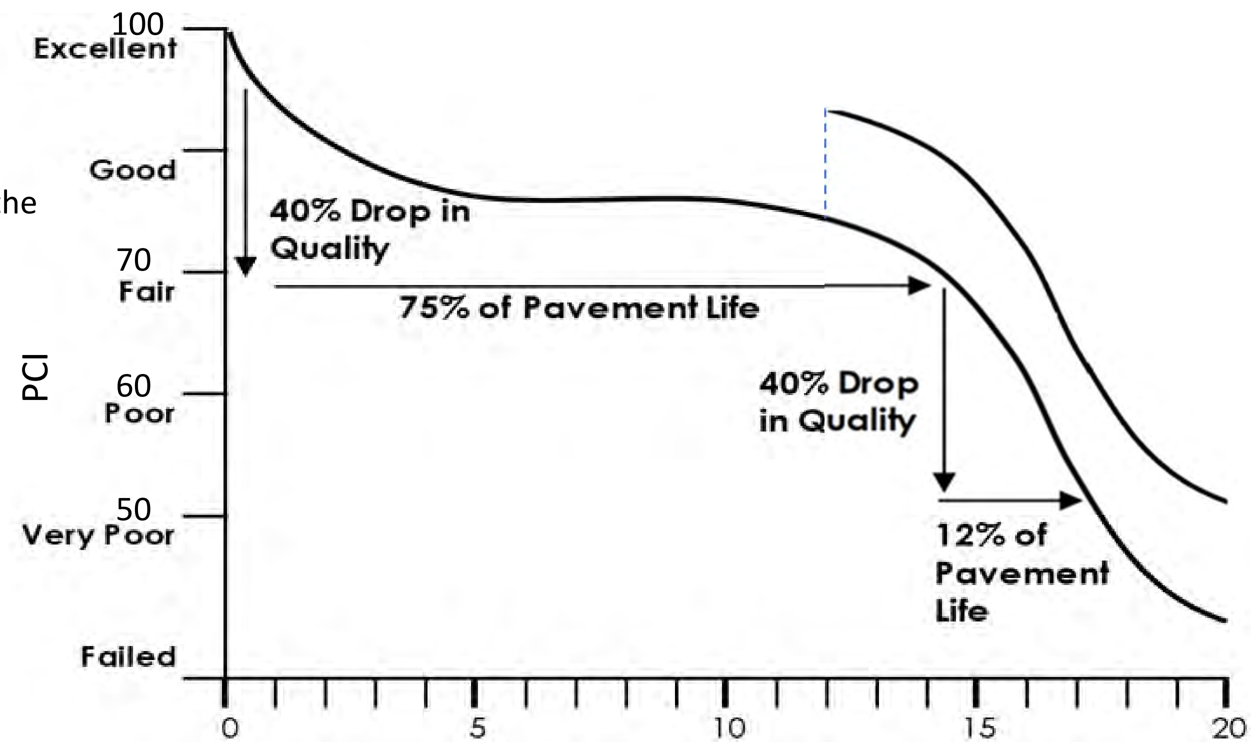


PCI Goal – 73

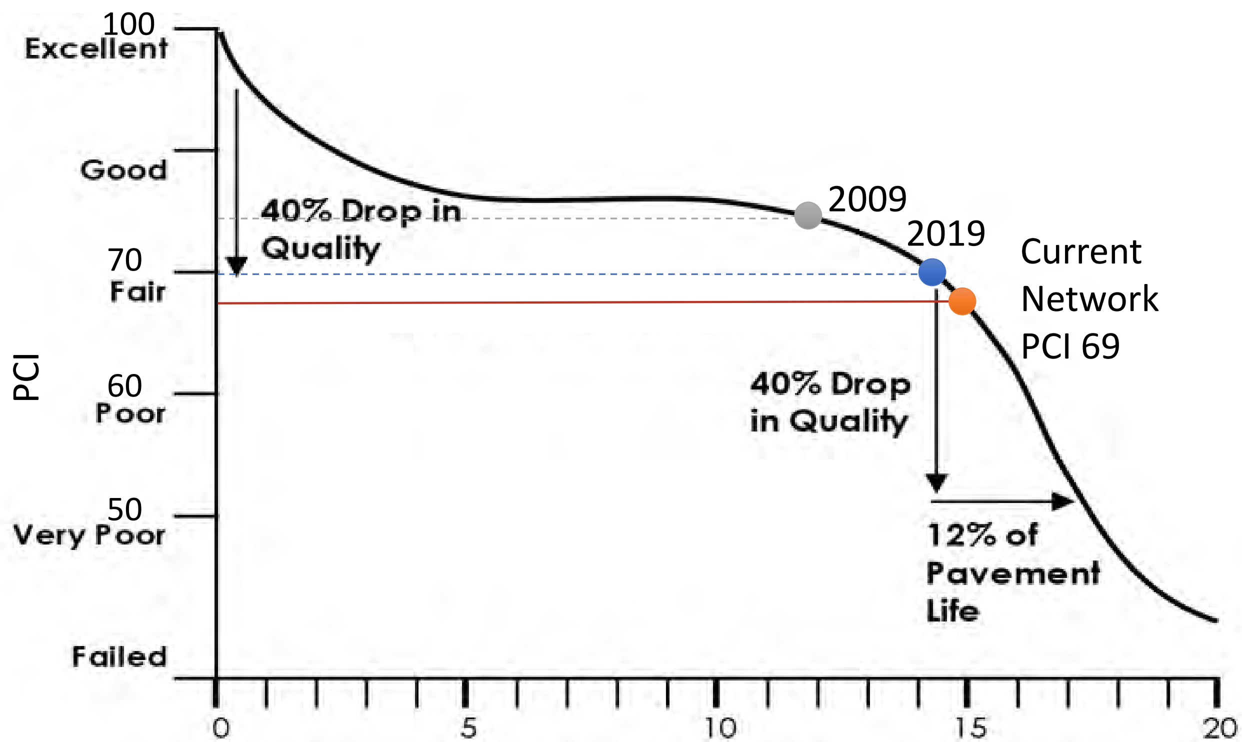
Most cost-effective strategies occur in the wear surface

Pavement Life-Cycle

Cost effective strategies increase pavement condition and elongate the curve

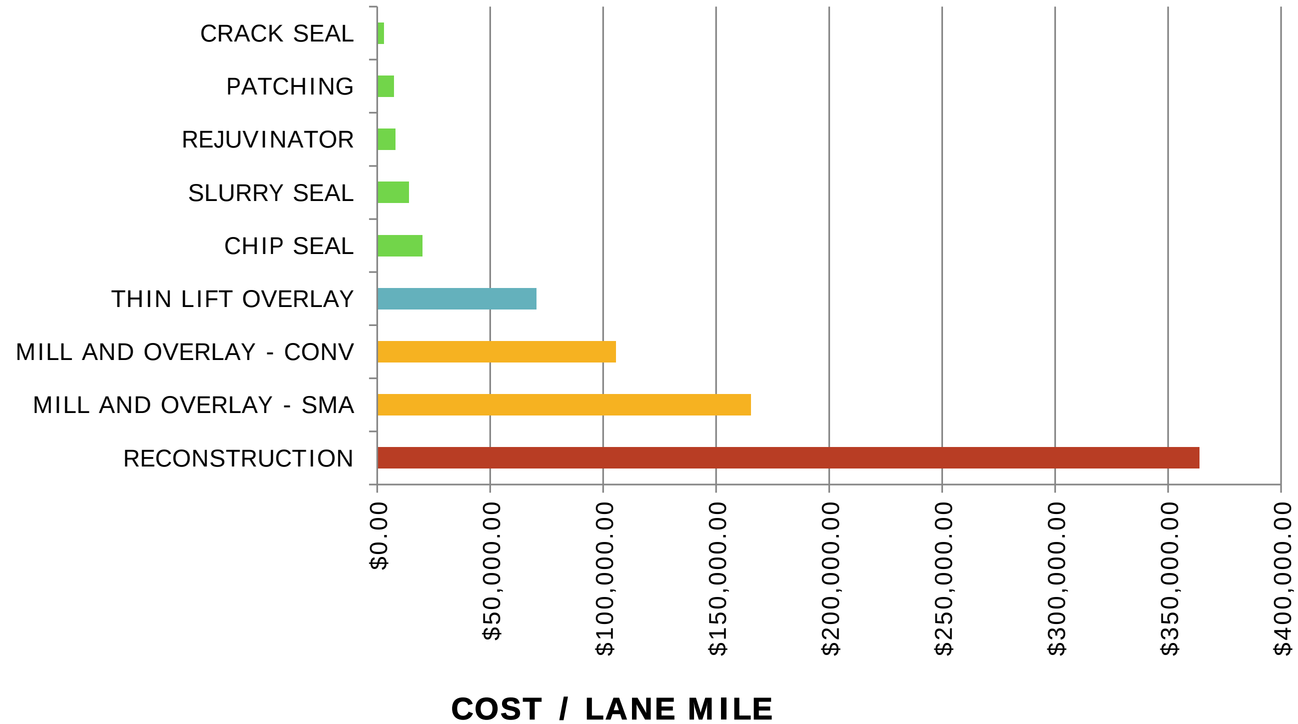


Pavement Life-Cycle



Road Type	PCI
Arterial	71
Collector	71
Local	68

PAVEMENT MAINTENANCE - STRATEGIES & RELATIVE COST



PROGRAM HISTORY

Prior to 2015 -

- ❖ Maintenance funding was split between the major street and neighborhood street networks
- ❖ New data regarding roadway PCI received in 2015
- ❖ Program changes based on new data –

Starting in 2016 -

- ❖ Maintain arterial and collector streets with mill and overlay to hold current pavement condition index (70)
- ❖ Keep good residential streets good with surface treatments
- ❖ Keep poor residential streets safe with patching

CURRENT PROGRAM

May 2022

Certificates of Participation (COP) authorized generating $35M for roadway maintenance

- Funds available in September 2022
- Funds will be used to address deferred maintenance for residential streets
- Partially funded early concrete repair contracts

Transportation Maintenance Fund (TMF)

- Moved transportation maintenance funding out of General Projects Fund
- Consolidates 5 programs into 3: Concrete Repair, Street Maintenance and Reconstruction, and Street Maintenance – Asphalt Overlay In House.

Network Condition Target of 73 approved

- Select streets within budgets to achieve & maintain target **overall network** (PCI) over the next 5 years
- Re-establish annual paving program for residential streets

2022 PROGRAM BUDGET

Pavement Maintenance Strategies Within The Rehabilitation Program

PROGRAM	2023 WORKING BUDGET TMF	COP	TOTAL
STREET OVERLAY (ANTICIPATE CONTRACT AWARD 3/13)	$ 12,961,000	$24,814,000	$37,775,000
CONCRETE REPAIR (CURBS AND SIDEWALKS)	$ 6,074,000	$ 3,850,000	$ 9,924,000
STREET RECONSTRUCTION	$ 4,786,000	$ 1,413,000	$ 6,199,000
STREET MAINTENANCE - ASPHALT OVERLAY IN-HOUSE	$ 1,968,000	$ 1,075,000	$ 3,043,000
SURFACE TREATMENT (CHIP / SLURRY / CRACK SEAL)	$ 1,777,000	$ 2,098,000	$ 3,875,000
CONTRACTED PROGRAM INSPECTION SERVICES	$ 1,294,000	$ 1,750,000	$ 3,044,000
TOTAL WORKING BUDGET	$28,860,000	$35,000,000	$63,860,000

NEXT STEPS

March 6th, 2023

- ❖Present this information to Council at Study Session

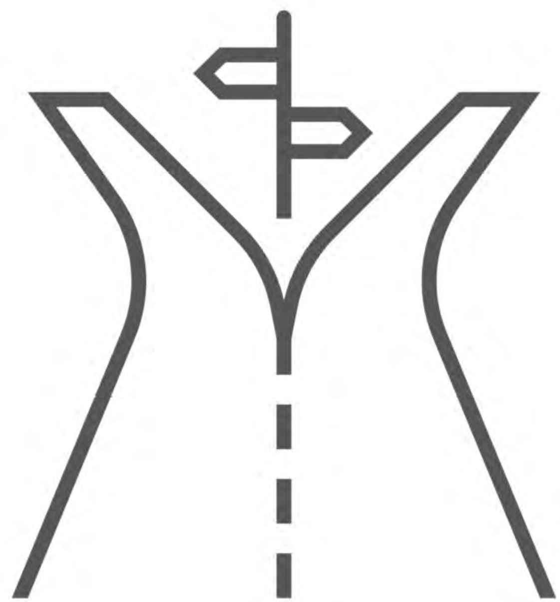
March 2023 – Award 2023 Overlay Contract

- ❖Apparent low bidder: Martin Marietta Materials
- ❖Bid was below our estimate

Additional concrete repair contract to Council for award in March

QUESTIONS?

Thank you



CITY OF AURORA
Council Agenda Commentary

Item Title: Youth Violence Prevention Program Focused Deterrence and NoFo Updates	
Item Initiator: Jessica Prosser, Director of Housing and Community Services	
Staff Source/Legal Source: Joseph DeHerrera, Youth Violence Prevention Program Manager, Housing and Community Services / Angela Garcia, Senior Assistant City Attorney	
Outside Speaker: N/A	
Council Goal: 2012: 1.0--Assure a safe community for people	

COUNCIL MEETING DATES:

Study Session: 3/6/2023

Regular Meeting: N/A

2nd Regular Meeting (if applicable): N/A

Item requires a Public Hearing: ☐ Yes ☒ No

ITEM DETAILS *(Click in highlighted area below bullet point list to enter applicable information.)*

Joseph DeHerrera, Youth Violence Prevention Program Manager, Housing and Community Services / Angela Garcia, Senior Assistant City Attorney
Estimated time: 20 minutes

ACTIONS(S) PROPOSED *(Check all appropriate actions)*

☐ Approve Item and Move Forward to Study Session

☐ Approve Item as proposed at Study Session

☐ Approve Item and Move Forward to Regular Meeting

☐ Approve Item as proposed at Regular Meeting

☒ Information Only

☐ Approve Item with Waiver of Reconsideration
Reason for waiver is described in the Item Details field above.

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Public Safety, Courts & Civil Service

Policy Committee Date: 1/12/2023

Action Taken/Follow-up: ***(Check all that apply)***

☐ Recommends Approval

☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation

☐ Recommendation Report Attached

☐ Minutes Attached ☐ Minutes Not Available

HISTORY *(Dates reviewed by City council, Policy Committees, Boards and Commissions, or Staff. Summarize pertinent comments. ATTACH MINUTES OF COUNCIL MEETINGS, POLICY COMMITTEES AND BOARDS AND COMMISSIONS.)*

The Focused Deterrence model which is a partnership of the Youth Violence Prevention Program (YVP) and Police Department has was discussed at Council policy committees in January. In addition, conversations with key partners that work in the youth violence space have also occurred over the past couple of months. This iniative is a partnership between Aurora Police Department and the YVP program to use a community based, focused model to reduce violence in the City of Aurora. The Public Safety Partnership (PSP) completed an assessment on the YVP Program and APD. Through this, we were able to gain some helpful insights in to how to better the YVP Program/APD and the work together with the community that we serve. The top recommendations that came from PSP that align closely with YVPP/APD's Focused Deterrence model include: Increased crime analysis capacity, collaboration with partners to identify and implement appropriate law endforcement strategies, support street outreach and violence interruption programs, enhance police-community relationships and trust in high violence areas, enhace collaboration and coordination among all stakeholders working with high-risk youth, and evaluate strategies and programs. All of these recommendations helped guide YVPP/APD to closely align with a focused deterrence model. These recommendations also align with Aurora's Youth Violence Prevention Strategic Plan adopted in May of 2022.

ITEM SUMMARY *(Brief description of item, discussion, key points, recommendations, etc.)*

This iniative is a partnership between Aurora Police Department (APD) and the Youth Violence Prevention Program (YVPP) to use a community based, focused model to reduce violence in the City of Aurora. This is an overview of how the partnerdship will work together and what this proven national model could look like specific to the City of Aurora. Focused deterrence is a crime reduction strategy which carefully selects the most dangerous and prolific violent offenders in your community who then receive concentrated law enforcement attention. This strategy also identifies and maps the social groups of the targeted offender. Focused Deterrence is distinctly different from traditional Law Enforcement response to crime. Traditional response is highly reactive, and Focused Deterrence is proactive. Most importantly your Focused Deterrence program simultaneously and genuinely offers concrete concentrated social services through direct, and repetitive communication with offender and their group. It employs rigorous follow up to ensure accountability for commitments made. By utilizing analytics, the Focused Deterrence model seeks to identify and map the social network of the targeted prolific offender. Those who tend to commit a disproportionate amount of violent crime are socially connected within groups.The goal is to leverage group members to achieve positive peer influence upon the group and the specific offender. The objective is not arrest but rather, convince the offender to comply with the law and if they do, we will commit to providing social services support to increase the likelyhood they will not reoffend. The traditional Law Enforcement response solely relied upon identifying the offender, making the arrest and cooperating with prosecution. Through Focused Deterrence, the targeted offender is identified and formally notified through a coordinated and scripted procedure letting hem know that they are now receiving focused law enforcement attention. Stakeholders firmly, but respectfully notify them their acts of violence will no longer be tolerated by the community. This procedure is collaborative with all stakeholders playing a crucial role and having a voice. The offender warned they will be caught for any further act of violence and that punishment will be swift and severe. This approach is rooted in deterrence theory. The offender has to believe they will get caught and there is a certainty of severe punishment in order to deter behavior. It is equally as important to convey to the offender they can get themselves removed from the Focused Deterrence program and no longer be the focus of concentrated Law Enforcement attention by compliance to law and upholding commitments within their community.

APD and the Youth Violence Prevention Program are working on creating a similar model to the national Focused Deterrence model. This iniative is a partnership between APD and the YVP program to use a community based, focused model to reduce violence in the City of Aurora. This is an overview of how the partnerdship will work together and what this proven national model could look like specific to the City of Aurora. The presentation will cover how YVPP and APD came together on a City of Aurora specific Focused Deterrence program with help from the Public Safetey Partnership (PSP), and we will walk through what an example specific to the City of Aurora and our stakeholders could like like under a Focused Deterrence model.

FISCAL IMPACT

Select all that apply. (If no fiscal impact, click that box and skip to "Questions for Council")

☐ Revenue Impact ☐ Budgeted Expenditure Impact ☐ Non-Budgeted Expenditure Impact
☐ Workload Impact ☒ No Fiscal Impact

REVENUE IMPACT

Provide the revenue impact or N/A if no impact. (What is the estimated impact on revenue? What funds would be impacted? Provide additional detail as necessary.)

N/A

BUDGETED EXPENDITURE IMPACT

Provide the budgeted expenditure impact or N/A if no impact. (List Org/Account # and fund. What is the amount of budget to be used? Does this shift existing budget away from existing programs/services? Provide additional detail as necessary.)

N/A

NON-BUDGETED EXPENDITURE IMPACT

Provide the non-budgeted expenditure impact or N/A if no impact. (Provide information on non-budgeted costs. Include Personal Services, Supplies and Services, Interfund Charges, and Capital needs. Provide additional detail as necessary.)

N/A

WORKLOAD IMPACT

Provide the workload impact or N/A if no impact. (Will more staff be needed or is the change absorbable? If new FTE(s) are needed, provide numbers and types of positions, and a duty summary. Provide additional detail as necessary.)

N/A

QUESTIONS FOR COUNCIL

Informational Only.

LEGAL COMMENTS

This item is informational only. There is no formal council action necessary.
The City Manager shall be responsible to the Council for the proper administration of all affairs of the city placed in his charge and, to that end, shall have the power and duty to make written or verbal reports at any time concerning the affairs of the City. (City Charter, Art. 7-4(e)). (Garcia)

Youth Violence Prevention

Overview and Focused Deterrence

City Council Study Session Presentation

Presenter: Joseph DeHerrera

March 6, 2023

Program Directors

APD Focused Deterrence – Captain Mike Hanifin

YVPP Manager – Joseph DeHerrera

All Stakeholders' Perspectives

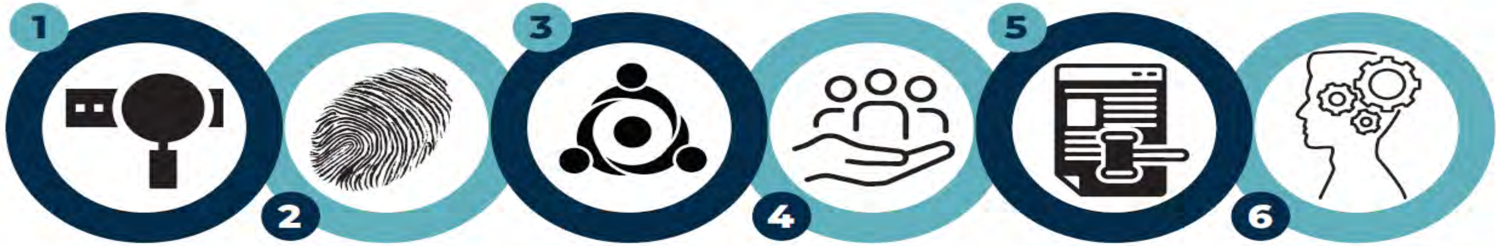
Aurora Needs:

- More collaboration and trust, all stakeholders working together
- More safe spaces for youth and things for them to do
- More and better options for youth involved in violence
- More services for troubled youth and their families
- Improved relationship between police and the community

Focused Deterrence Model

Aurora S.A.V.E.

(Standing Against Violence Everyday)



CRIME ANALYSIS AND SOCIAL NETWORK ANALYSIS	OFFENDER/ GROUP SELECTION	CALL-IN	SERVICES AND SUPPORT (Compliance)	LAW ENFORCEMENT (Non-Compliance)	FOCUSED DETERRENCE PROGRAM RELEASE
			↓ Needs assessment and case worker	↓ Case filing Expedited prosecution Severe sentencing	

AURORA

YOUTH VIOLENCE PREVENTION PROGRAM

Work Groups:

- Governing Board
- Implementation Committee
- Data and Analytics Committee
- Law Enforcement
- Social Services and Community Committee
- Media and Messaging Committee

Ages 15-25 Goals:

- Reduce homicides and non-fatal shootings
- Group violence recidivism
- Build community trust through transparency and partnership

AURORA POLICE COLORADO COMMUNITY COMMITMENT

AURORA

City of Aurora Offender Profile Example

1. Criminal History and score card. Map with social network analysis (closest contacts)
2. Open robbery case, open PR bond, NIBIN hits, armed robbery car jacking, MVT, failure to appear disorderly conduct/assault
3. Bondsman, probation, parole, moms against violence group, DA, FBI, City of Aurora, all program stakeholders
4. YVP Case Manager, Arapahoe County Human Services, APD, Mental Health, Housing, Workforce
5. DA, FBI, APD, ATF, US Attorney, DEA
6. Successful completion and work with entire FD team-will be individually tailored

CITY OF AURORA FOCUSED DETERRENCE

UNCLASSIFIED / EXAMPLE FOR INTERNAL USE ONLY

Offender Profile

Open robbery case, PR bond, NIBIN hits, armed robbery car jacking, MVT, failure to appear disorderly conduct/assault

YOUTH VIOLENCE PREVENTION PROGRAM

Agency	Case	Date and Time	Location
Aurora Police	2022-xxxxxx	xx/xx/xx xx:xx	1234 S. Violent Street

Open robbery case, PR bond, NIBIN hits, armed robbery car jacking, MVT, failure to appear disorderly conduct/assault

Questions?

Bureau of Justice Assistance
U.S. Department of Justice

National Public Safety PARTNERSHIP

CITY OF AURORA
Council Agenda Commentary

Item Title: Aurora Municipal Court Workload Study Proposal	
Item Initiator: Candace Atkinson, Director of Courts and Detention	
Staff Source/Legal Source: Candace Atkinson, Director of Courts and Detention / Angela Garcia, Senior Assistant City Attorney	
Outside Speaker: N/A	
Council Goal: 2012: 1.0--Assure a safe community for people	

COUNCIL MEETING DATES:

Study Session: 3/6/2023

Regular Meeting: N/A

ITEM DETAILS *(Click in highlighted area below bullet point list to enter applicable information.)*

Candace Atkinson, Director of Courts and Detention / Angela Garcia, Senior Assistant City Attorney
Estimated time: 10 mins

ACTIONS(S) PROPOSED *(Check all appropriate actions)*

☐ Approve Item and Move Forward to Study Session

☐ Approve Item as proposed at Study Session

☐ Approve Item and Move Forward to Regular Meeting

☐ Approve Item as proposed at Regular Meeting

☒ Information Only

☐ Approve Item with Waiver of Reconsideration
Reason for waiver is described in the Item Details field.

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Public Safety, Courts & Civil Service

Policy Committee Date: 2/9/2023

Action Taken/Follow-up: ***(Check all that apply)***

☐ Recommends Approval

☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation

☐ Recommendation Report Attached

☐ Minutes Attached

☒ Minutes Not Available

HISTORY *(Dates reviewed by City council, Policy Committees, Boards and Commissions, or Staff. Summarize pertinent comments. ATTACH MINUTES OF COUNCIL MEETINGS, POLICY COMMITTEES AND BOARDS AND COMMISSIONS.)*

Presented at the City Council Fall Workshop on October 8, 2022. Council approved $150,000 to be used for a municipal court workload study.

ITEM SUMMARY *(Brief description of item, discussion, key points, recommendations, etc.)*

Municipal Court workload study. $150,000 has been pre-approved by Council on October 8, 2022. However, additional funding will be required and has not yet been budgeted. ($60K if Public Defenders not included / $86K if Public Defenders included)

FISCAL IMPACT

Select all that apply. (If no fiscal impact, click that box and skip to "Questions for Council")

☐ Revenue Impact ☐ Budgeted Expenditure Impact ☒ Non-Budgeted Expenditure Impact
☐ Workload Impact ☐ No Fiscal Impact

REVENUE IMPACT
Provide the revenue impact or N/A if no impact. (What is the estimated impact on revenue? What funds would be impacted? Provide additional detail as necessary.)

N/A

BUDGETED EXPENDITURE IMPACT
Provide the budgeted expenditure impact or N/A if no impact. (List Org/Account # and fund. What is the amount of budget to be used? Does this shift existing budget away from existing programs/services? Provide additional detail as necessary.)

N/A

NON-BUDGETED EXPENDITURE IMPACT
Provide the non-budgeted expenditure impact or N/A if no impact. (Provide information on non-budgeted costs. Include Personal Services, Supplies and Services, Interfund Charges, and Capital needs. Provide additional detail as necessary.)

$150,000 has been pre-approved by Council on October 8, 2022. However, additional funding will be required and has not yet been budgeted. ($60K if Public Defenders not included / $86K if Public Defenders included)

WORKLOAD IMPACT
Provide the workload impact or N/A if no impact. (Will more staff be needed or is the change absorbable? If new FTE(s) are needed, provide numbers and types of positions, and a duty summary. Provide additional detail as necessary.)

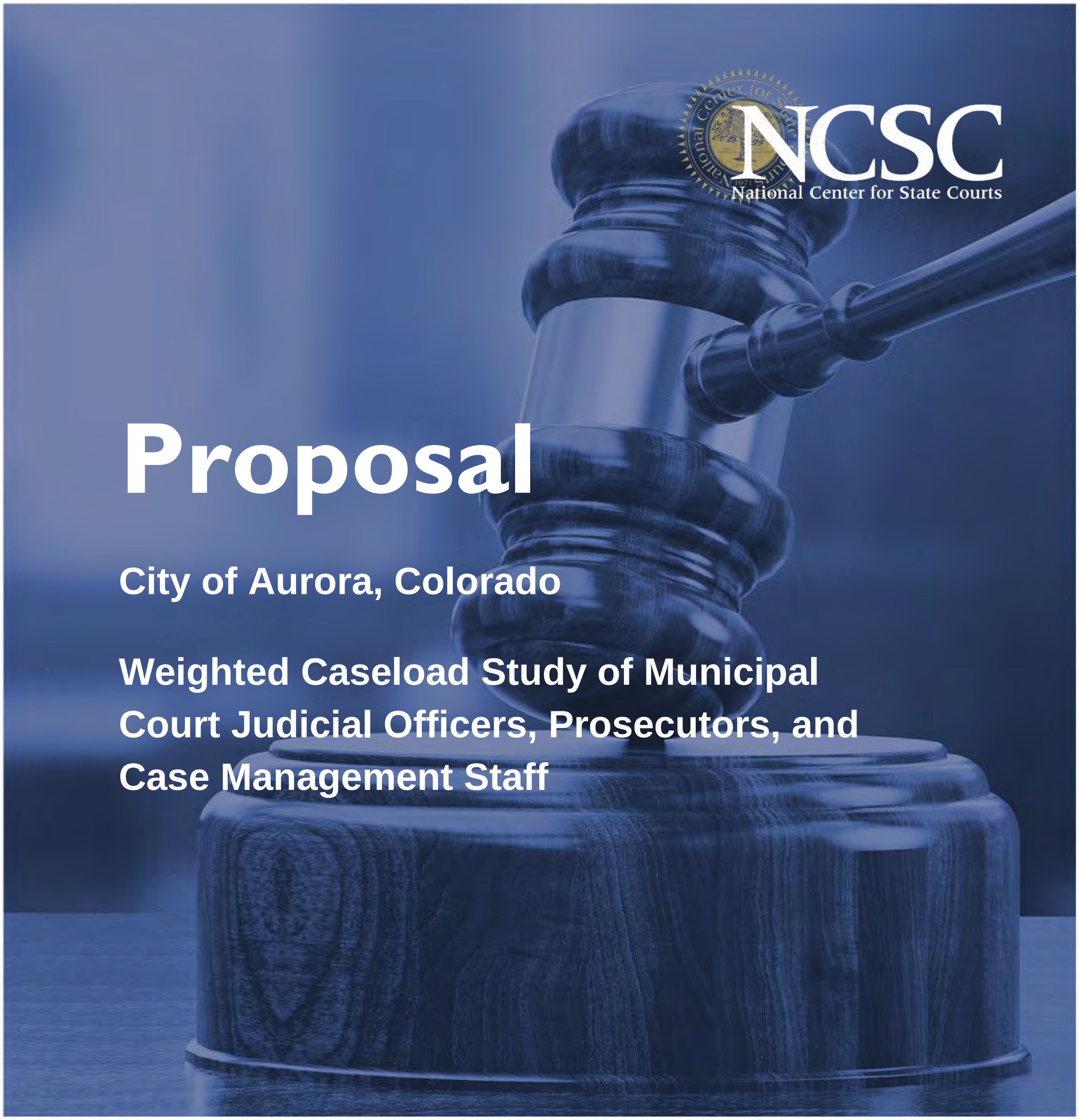
N/A

QUESTIONS FOR COUNCIL

Does City Council approve of additional funding needed for the Aurora Municipal Court Workload Study?
Does City Council approve of including the Aurora Public Defender's Office in the workload study?

LEGAL COMMENTS

There is no formal council action necessary. This item is informational only.
The City Manager shall be responsible to the Council for the proper administration of all affairs of the city placed in his charge and, to that end, shall have the power and duty to make written or verbal reports at any time concerning the affairs of the City. (City Charter, Art. 7-4(e)). (Garcia)



NCSC
National Center for State Courts

Proposal

City of Aurora, Colorado

Weighted Caseload Study of Municipal Court Judicial Officers, Prosecutors, and Case Management Staff

DATE

January 23, 2023

PREPARED FOR

Aurora Municipal Court, Court Administration Department

PREPARED BY

National Center for State Courts

Court Consulting Services

National Center for State Courts

Court Consulting Services

300 Newport Avenue

Williamsburg, Virginia 23185

Phone: (800) 616-6164

Mike Buenger, Acting Vice President for Court Consulting Services

ncsc.org

National Center for State Courts

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BACKGROUND

The Aurora Municipal Courts have requested that the National Center for State Courts conduct weighted caseload studies for judges, prosecutors, and case management staff. The city may be interested in adding public defenders to this workload assessment study. Public defenders have not been included in this proposal, but could be added, for an additional cost, if the city deems that to be of interest. Aurora is the third most populace city in Colorado, and the municipal courts have jurisdiction over city ordinances, and lower level criminal offenses including traffic, domestic violence, and motor vehicle theft.

Weighted caseload studies are used to determine the appropriate staffing levels for each identified group included in these studies. Weighted caseload studies rely on study participants to track their work time, including case types and events they work on for a period of time (likely to be 12 weeks). When this information is joined with case filing information, NCSC analysts can determine the expected annual workloads for each study group and use this information to determine the appropriate staffing levels.

PROJECT DESCRIPTION

The NCSC proposes to conduct weighted caseload studies for judges, prosecutors, and case management staff that work in the Aurora Municipal Courts. The primary component of the workload assessment study is a time-and-motion study, in which all participants track their time for a twelve-week period. Based on the time study data, NCSC consultants will compute average case weights for specified case types, that can be multiplied by the number of cases filed in each court jurisdiction to determine the number of judicial officers, prosecutors, and case management staff that are needed to process cases in the Municipal Courts for a cost of $210,519. Should the Office choose to add a workload study for municipal court public defenders, that work can be conducted for an additional cost of $35,358.

PROJECT GOALS AND TASK SUMMARY

A. Project Goals

The NCSC proposes an incremental workload assessment strategy that consists of the following goals:

- Using an Advisory Committee(s) to examine, interpret, and reconcile the information and results emerging from data collection and analyses.
- Conducting work time studies as a basis for determining Municipal Court staffing needs for judges, prosecutors, and case management staff.
- Developing and applying workload assessment models for each of the study groups drawing upon separate time studies, surveys, focus groups, and a qualitative decision-making methodology to produce a final set of workload standards.

To meet these goals, the NCSC, in close collaboration with the Court Administrator's Office, proposes a straightforward process that will:

- Make use of existing data sources currently in place.
- Minimize the impact on study participants.
- Produce a measure of judicial officer, prosecutor, and case management staff workload that is clear, grounded in current practice and respondents' experiences, and will be easy to update.
- Include the participation of all judicial officers, prosecutors, and case management staff.
- Lead to support and "ownership" by the Court Administrator's Office, City Council, study participants, and other important stakeholders.

B. Project Summary

The proposed project includes the following overall steps:

1. Constitute one or more Advisory Committee(s) to provide guidance and oversight to the NCSC consultants during the life of this project. The Advisory Committee(s) will advise and comment on the general study design, the identification of case type and activity categories on which data will be collected (e.g., ordinances, traffic cases, motor vehicle theft; pre-trial work, jury trials, etc.), as well as other details of the study. Advisory Committee members will also be asked to participate in a mid-project and final meeting to review data from the time study of current practice. The Court Administrator's Office will also be asked to provide three years' worth of case filing data for each of the case types selected, as well as a census of all participants, including their name, job title, and email addresses.

2. Conduct sufficiency of time surveys with the three study groups to obtain perceptions about employees' workload and working conditions, including whether there is sufficient time to complete all of their job duties, and levels of stress employees are feeling.

3. Conduct focus groups. The number of focus groups will be determined by the Advisory Committee, but at least one focus group will be held with each of the three study groups.
4. At the second meeting of the Advisory Committee(s), review the sufficiency of time survey results and focus group findings, and determine whether additional data items need to be added to the worktime studies.
5. Develop time study materials, training materials, conduct time studies, and compute a set of preliminary case weights that are representative of the way that cases are currently being processed, across all three study groups.
6. Conduct quality adjustment sessions by convening Delphi groups to provide a qualitative assessment of the time study results with reference to recent changes in legislation and to established (and aspirational) court practices, policies, and procedures.
7. At the final meeting of the Advisory Committee, review all data sources, including the quality adjustment sessions, and recommend a set of final workload standards. The final workload standards must:
    a. Be firmly based in the reality of the court so that the workload standards build on the average amount of time that judges, prosecutors, and case management staff currently spend processing all cases of a particular type.
    b. Allow sufficient time for equitable and quality case processing.
    c. Consider the time all study groups are required to apply to overall court management and quality performance, not just the time they are currently spending on cases.
    d. Be credible to outside observers as well as to court employees. Grounding the standards in current practice and expert opinion about how long cases should take provides a strong base of credibility.
8. Produce a final report, that will include a description of the methodology, qualitative and quantitative data results, and staffing needs models for the three study groups.

In summary, the standards will be based on current practice, with adjustments for how work should be conducted to provide an optimal level of quality service to the citizens of Aurora; and when applied to caseload information, provide a means to assess the efficient and equitable allocation of judicial officer, prosecutor, and case management staff resources in the Municipal Court. All tasks are discussed in detail in the next section.[1]

DETAILED TASKS AND RESPONSIBILITIES

Task 1 – Project Preparation and Planning

1.1 Formation of Advisory Committee and Identification of Project Liaison

The NCSC will request that one person from the Court Administrator's be assigned as a liaison to the workload assessment studies. This person will be the key staff person with whom the NCSC will communicate throughout the project. The NCSC also requests that one or more Advisory Committee(s) be formed to provide project oversight and guidance as well as to review both project plans and materials. The size and composition of the Advisory Committee(s) will be determined by the AOC, with an eye toward knowledge of day-to-day line-level judicial officer, prosecutor, and case management staff work and representation of all case types handled. The Court Administrator's Office will be responsible for arranging and coordinating the participation of all Advisory Committee members. It is anticipated that the first and last Advisory Committee meetings will be held in person, while the second meeting will be held remotely.

1.2 Initial Planning Meeting

NCSC project staff will meet with the Court Administrator's staff to discuss creation of the Advisory Committee(s) and general project plan soon after securing a contract. After determining meeting dates, NCSC staff will meet with the Advisory Committee(s) in person

[1] In 2020 and 2021, case filings may not be representative of future trends, given the impact of the COVID-19 pandemic. The Court Administrator's Office, NCSC, and the Advisory Committee will discuss appropriate options for new case filing figures. This could include using a three-year average, forecasting new filing numbers, or some other option.

within the first two months of having received a contract to review the overall study design and discuss specific aspects of that design, including:

- Case types for which workload standards are sought,
- Judicial Officer, prosecutor, and court management staff day and year value, which will be used to develop needs models,
- Specific elements of the time study, including:
  - The scope of data to be collected,
  - The participants in the time study,
  - The data collection timeline and timeframe, anticipated to be twelve weeks,
  - Work time study training schedule,
  - Rules regarding multi-tasking,
  - Future Advisory Committee meeting dates, and
  - Review of questions and set timeframe for conducting the focus groups.

The collection and delivery of several key pieces of information to NCSC project staff by the Court Administrator's staff is critical to the initial phases of the project. First, an essential component in every workload study is the compilation of a set of accurate and reliable counts of the number of cases that are filed for a three-year period by case type category. Second, the Court Administrator's staff will need to provide an accurate census of the number of full-time equivalent (FTE) judicial officers, prosecutors, and case management staff, including names, email addresses and FTE status (e.g., 50%, 100%). After the initial meeting with the Advisory Committee(s), NCSC will develop a "Decisions Document" that will include the agreements made during that meeting. This document will be provided to the project liaison for dissemination to members of the Advisory Committee(s), and this document will serve as the roadmap for conducting the study.

Task 2 – Sufficiency of Time Survey

To ensure the most efficient use of time, the project will begin with a Sufficiency of Time study, designed to measure worktime study participants' opinions on whether they have sufficient time to reasonably complete all their responsibilities within current resource levels. The purpose of this component of the workload assessment strategy is to identify where the preliminary case weights may need to be modified to account for those areas where additional time is required to enhance the quality of the justice that is being delivered. Generally, there are three parts to this assessment: (1) whether respondents need more or less time in the various phases of case processing to complete the work; (2) whether there is sufficient time available for respondents to perform the non-case-related aspects of case processing; and (3) the perceived levels of job-related stress participants experience on a regular basis. The data will be analyzed and presented to the Advisory Committee(s) following the conduct of focus groups (Task 3).

Task 3: Focus Groups

To obtain additional qualitative data that will augment the Sufficiency of Time survey results, the NCSC will conduct focus group sessions with select judicial officer, prosecutor, and case management staff participants to gain a fuller understanding about the use of their time. The Advisory Committee(s) will decide whether participants are volunteers or whether they should be selected by specific individuals. The NCSC project team will conduct the focus groups over Zoom, thus allowing participants to engage in this process without the need for travel. The NCSC will work with the Advisory Committee(s) to determine the number of focus groups to be held, and the best times at which to schedule the focus groups.

Focus groups will include a brief review of Sufficiency of Time Survey findings from the work time study and questions regarding barriers from getting work done in a timely and efficient manner:

1) In your current work environment, do you feel you have adequate time, without working overtime, to complete your work to your satisfaction?
    a. If you are not able to get your work done, what gets set aside to address more pressing work?
2) Overall, are you satisfied with the way work is currently conducted in your office?
    a. Please explain further.
3) Do you regularly feel stressed as a result of your work?
    a. What is the source of your stress (e.g., amount of work, deadlines, other?)
4) Is the pace at which you currently work sustainable for the long run?
5) What do you think is working well, in terms of how your work is conducted?
6) Are there processes that could be changed to make your work more efficient?
7) Are there obstacles that currently prevent you from conducting your work?
    a. If so, what are those obstacles?
8) What concerns, if any, do you have regarding the upcoming time study?

Additional questions may be posed by the Advisory Committee(s).

- The focus groups will help identify challenges to the effective handling of different types of cases. This information can assist the Advisory Committee(s) in making any adjustments to the time study data, if they feel it is necessary.

Task 4 – Second Advisory Committee Meeting(s)

The NCSC team will conduct a Zoom meeting with the Advisory Committee(s) to review the preliminary results and Sufficiency of Time Survey and focus group findings. Based on the findings, the Advisory Committee(s) may want to adjust the data to be collected in the time study. This meeting is expected to be brief (not more than two hours), so will be conducted via Zoom.

Task 5 - Time Study

The NCSC proposes to conduct an event-based time study of workload over the course of a twelve-week period. Based on the NCSC's extensive experience in conducting work time studies, the time study results will provide a reliable and valid snapshot of court-related work activity. Specific responsibilities for the time study tasks include:

5.1 Design of Data Collection Tools/Preparation of Training Materials

NCSC project staff will develop paper tracking forms for each study group to track their worktime throughout the day. At any time during the day, study participants can enter their worktime activities into the NCSC's proprietary data entry system. Both tools will include the case types and activities agreed to at the initial Advisory Committee meeting(s).

It is critical that time be recorded comprehensively, accurately, and consistently according to an established set of rules. To that end, project staff will prepare a set of written training materials and will provide webinar-based training sessions, that clearly explain the data collection process for all participants engaged in the study, discussed next.

5.2 Training and Dissemination of Data Collection Materials

NCSC project staff will provide training sessions to acquaint participants with the workload concept, the proposed project design, and the data collection requirements, and answer any questions related to the study and its implications. Prior to the training sessions, each time study participant will receive an email from the NCSC automated data entry system including their login credentials to enter time study data, training materials, and a PDF of the time-tracking document that can be used throughout the day to record work activity prior to entering the data into the online data entry system. NCSC trainers will attempt to provide direct training to all study participants.[2] A recorded training session will be created for use by any study participants who cannot participate in a live training session. Written training materials will also be provided and made available to all participants.

5.3 Data Collection and Support

The Court Administrator-designated project liaison will be responsible for assisting NCSC project staff in the time study data collection effort. Throughout the data collection process, the project liaison and NCSC staff will be available to answer questions from work time study participants. The types of issues that typically arise include revisions to submitted time, and general questions regarding the reporting and entry of data. Such support is invaluable as it ensures reliability in the time study data collection as well as its timely completion.

NCSC consultants will provide a weekly worktime study participation report. The project liaison can use this report to encourage participation if rates are lower than expected. The NCSC has found that this strategy has proven successful in improving participation rates, which is critical to the success of the study.

Task 6 – Data Analysis

Upon completion of the data collection period and after the database has been cleaned, verified, and compiled, the NCSC staff will analyze the data received during the data collection period. From this information, the analysis will focus on:

- Time required to process each identified case type, including times associated with each activity within each case type, and
- Time required for non-case-related work (e.g., administration, travel, committee attendance, etc.).

[2] It is not uncommon in workload assessment studies to also train assistants or other court staff who work with judges or other study participants, so they can enter the tracked time into the NCSC online data entry system.

Three datasets will be created, one for each study group, and initial case weight and average non-case-related time will be developed for each study group, then shared with the Advisory Committee(s) at the second meeting.

Task 7 – Quality Adjustment

7.1 Formation of Delphi Groups

The Court Administrator's office and/or the Advisory Committee(s) will select up to two Delphi groups for each study group, each made up of experienced employees from that study group area. The exact number of Delphi groups will be determined based upon the number of case weights included in the workload models. The Court Administrator's Office will assist in coordinating and ensuring the Delphi groups' participation in the quality adjustment sessions.

7.2. Quality Adjustment Sessions

NCSC staff will facilitate quality adjustment sessions for each Delphi group. NCSC will provide the Delphi groups with reference materials, including the preliminary case weights, the results of the Sufficiency of time Survey results, and the focus group findings. Using an iterative and consensus-based process, the Delphi groups will engage in a structured review of the preliminary case weights and recommend any necessary adjustments based on any recent statutory changes, proven effective and efficient procedures and practices, and real-world experience. The purpose of the adjustments will be to ensure that the final case weights incorporate sufficient time for the efficient and effective performance of all judicial duties in each case. Delphi groups will be held remotely.

Task 8 – Final Meeting of the Advisory Committee(s)

The Advisory Committee(s) will reconvene, in person, for a final meeting to examine and reconcile results from all phases of the study including results from the time studies. The goal of this meeting will be to reach consensus on a set of final case weights and consensus on the deductions for non-case-related time and travel times.

Task 9 – Final Report

9.1 Draft Report

NCSC project staff will draft a preliminary report that includes the project methodology, the results of the weighted caseload study – including the needs assessment models - and an executive summary. The Court Administrator will be responsible for coordinating the review process with the Advisory Committee(s) and other stakeholders.

9.2 Final Report

Following the final review of the draft report, NCSC project staff will incorporate any corrections, comments, and suggestions, as appropriate, and finalize the report. NCSC will submit bound copies, if desired, in a number to be determined in consultation with the Court Administrator.

NCSC QUALIFICATIONS

The NCSC is a non-profit corporation with the mission to improve the administration of justice through leadership and service to state courts and to justice systems around the world. Founded by the Conference of Chief Justices in 1971, the NCSC is the pre-eminent judicial reform organization in the United States and a national and global leader in helping courts improve the administration of justice and delivery of services (for more information, visit our website at www.ncsc.org).

The NCSC is dedicated to modernizing court operations and improving justice at the state and local level throughout the country. By functioning as an extension of the state courts, the NCSC acts as a focal point for judicial modernization, serves as a catalyst for implementing standards of fair and expeditious judicial administration, and helps determine and disseminate solutions to the problems of individual courts and state judicial systems.

The NCSC's work includes providing information, technical assistance, research, and consulting services to courts and other interested parties, and conducting research and evaluations in all areas of operation of the courts. The NCSC provides direct court consulting services to courts in order to improve court management performance across a broad spectrum of topical areas, including court leadership, caseload management, financial management, technology management, human resources, facilities, court security, jury management, and access to justice. No organization in the nation is more knowledgeable about how courts work and the application of modern management principles to court leadership, organization, and operations than the NCSC.

CONSULTANT QUALIFICATIONS

The NCSC has a strong team dedicated to conducting workload assessment studies. It is anticipated that the following team members will be assigned to the proposed study, as they are thoroughly familiar with the history, development, and use of weighted caseload studies. Depending on the timing of this project, some staff could be replaced by one or more of the other team members listed below the anticipated staff members.

Anticipated Staff Members:

Suzanne K. Tallarico, M.A., the assumed Project Director, has been with the NCSC as a full-time Principal Court Management Consultant since 2005. She has extensive experience in conducting workload studies, criminal justice system studies and evaluations, correctional forecasting, and policy analysis. Ms. Tallarico has completed judicial workload studies in over 30 states, including West Virginia, and performed numerous clerical and probation officer workload assessments. Prior to joining the NCSC, she was the Director of Research and Evaluation for the Colorado State Court Administrator's Office of Probation Services. Preceding her employment with the Colorado Judicial Branch, she served 12 years as a senior research analyst for the Colorado Department of Public Safety's Division of Criminal Justice. In these positions, she has had extensive experience in program evaluation, policy analysis, judicial and probation staffing and workload assessment, correctional population forecasting, program and performance review, and collection and dissemination of data and statistical reports.

In addition to her responsibilities at the Colorado State Court Administrator's Office, Ms. Tallarico has been a consultant and trainer for the Center for Sex Offender Management in Silver Spring, Maryland; the National Institute of Corrections; and the National Institute of Justice in the areas of program development, evaluation strategies, training, curriculum development, and proposal review.

Shannon Roth is a Consultant with Court Consulting Services and has been with the NCSC since 2005. Her experience ranges from court performance and culture to staffing/workload assessment and data analysis. Ms. Roth has managed or participated in over thirty statewide workload assessment projects to determine the need for the appropriate number for judges, clerk staff, or probation personnel and is currently serving as staff for several workload assessments. Some recently completed projects include the Kansas Judicial and Other Court Staff Workload Assessments, Missouri Court Service Officer Workload Assessment, and the

Use of Remote Hearings in Texas State Courts: The Impact on Judicial Workload. Other projects on which Ms. Roth has worked include the Illinois Judicial Performance Evaluation, Marion County Unified Family Court, and Presiding Judges on Leading Change. In addition, she creates and maintains multiple surveys for a variety of projects using the survey software Qualtrics for Court Consulting Services.

Prior to joining the NCSC, Ms. Roth served as a Payroll Administrator/Human Resource Assistant for Basic Construction Company. In this position, Ms. Roth was responsible for the entry, maintenance, and disbursement of hourly payroll and payroll related reports. Additionally, she assisted with employee benefits and human resources.

John W. Douglas, Principal Court Management Consultant, joined the NCSC in March of 1997. During his employment at the NCSC, Mr. Douglas has participated in many judicial workload assessment studies, from the beginning of his tenure with the NCSC, including workload assessment studies in West Virginia. He has also participated in many judicial, clerical, and probation officer workload assessments. Mr. Douglas has also audited the work processes of the City of Aurora, Colorado Municipal Court; the Colorado Eighteenth Judicial District; the Arapahoe County, Colorado Jail; the Denver County Drug Court; the Colorado State Court of Appeals; the Galveston, Texas Municipal Court; the Collin County, Texas Clerk's Office; the Salt Lake City Municipal Court; and the Colorado State Supreme Court. Other projects on which Mr. Douglas has worked include Denver Juvenile Justice Integrated Treatment Network; Philadelphia Court Reporters Project; Knox County Juvenile Court Project; Iowa Alternative Dispute Resolution Analysis; Eugene, Oregon Municipal Court Assessment; Mecklenburg County, North Carolina Fines and Fees Assessment; Atlanta City Court Management Review; Delaware Court of Common Pleas Work Process Review; and the North Dakota Staffing Standards Project.

Mandy S. Allen is a Court Management Consultant with the National Center for State Courts. Prior to working with NCSC, Mandy worked for the Colorado Judicial Branch for 23 years; first as Jury Commissioner for a six-county judicial district, and then as Clerk of Court for 19 years. While working for the courts, she served on committees including the Colorado Supreme Court Civil Rules Committee, ITS Standing Committee, Clerks' Legislative Committee and the Clerks' Advisory Committee. Ms. Allen also served as mentor clerk to several Clerks of Court in Colorado. Before working with the Colorado Judicial Branch, Ms. Allen served as IV-D Administrator for Montrose County, Colorado and as Court Clerk/Probation Officer for the Montrose Municipal Court. Mandy has a Bachelor of Arts degree in Criminal Justice.

David Sayles is a Senior Court Consultant at the National Center for State Courts in the Consulting Services division. Mr. Sayles is a graduate of the University of Colorado, Boulder, and holds a Bachelor's degree in Environmental Design and Planning. At the NCSC, he has 15 years of experience assessing court facility needs and assisting in the delivery of court planning projects. Additionally, over the past 15 years, Mr. Sayles has worked on a variety of court process and governance projects including: information technology strategic planning, state level judicial and staffing workload assessments, case management functional requirements, and case flow management studies throughout the country.

As a planning analyst, David specializes in the statistical and data analysis of court workloads and court systems. He assists the court in projecting their future needs by summarizing statistical findings. The information David collects and summarizes is used to determine space needs and operational requirements in the court system. Mr. Sayles routinely has served the role of project manager to maintain project and deliverable schedules, coordinate and conduct user group interviews, meetings, and presentations, facilitate client and user communication and feedback, and manage internal project staff coordination.

Additional Workload Team Staff:

Erica J. Boyce, Ph.D., is a Senior Court Research Associate at the National Center for State Courts. She holds a Ph.D. in sociology from the University at Buffalo and a master's degree in criminal justice from the University of Colorado at Denver. She has served as the principal investigator for several applied research studies and program evaluations in the criminal justice, substance abuse, and education fields. Dr. Boyce's research interest areas include specialty courts, judicial performance reviews, inmate incarceration experiences, and disproportionality in student discipline. She has taught several research methods courses as an adjunct professor at both the University at Buffalo and Hilbert College. Dr. Boyce is trained in both quantitative and qualitative research methodologies including quasi-experimental designs, surveys, in-depth interviews, and focus group facilitation. Analytic techniques include regression, hierarchical linear modeling, and thematic analysis. Current projects include the Illinois Judicial Performance Evaluation, Judicial Workload Assessments, Remote Jury Selection, and a Rapid Response Pilot Project designed to reduce fraud and misuse of funds by dishonest conservators.

Cynthia G. Lee is a Senior Court Research Associate at the National Center for State Courts (NCSC)specializing in program evaluation and workload assessment. Ms. Lee currently serves as director of research for a multi-method evaluation of the Nebraska Parenting Act and as project staff for a multi-site evaluation of holistic defense practices. She recently served as project director for the West Virginia Magistrate Court Workload Assessment. Her other completed projects include an evaluation of the Red Hook Community Justice Center in New York City, evaluations of civil procedure reforms in New Hampshire and Utah, a statewide evaluation of Virginia's adult felony drug courts, weighted caseload studies for judges, prosecutors, and public defenders in a number of states, and an analysis of the legal issues surrounding administrative responses to probation violations. Ms. Lee holds a J.D. from the William & Mary Law School, where she was a member of the William & Mary Law Review and the Order of the Coif, and an M.P.P. from the Thomas Jefferson Program in Public Policy at the College of William & Mary.

Erika Bailey, M.A., is a Court Research Analyst with the National Center for State Courts in Williamsburg, Virginia. Through data collection, cleaning, and analysis, she has contributed to research projects in several areas, including judicial workload studies, drug court evaluations, research on mindfulness in court professionals, and jury research for the Center for Jury Studies. She received a B.A. in English and French from the College of William and Mary and an M.A. in psychology from Wake Forest University, with an emphasis on using network science techniques to predict cognitive behavioral outcomes from fMRI data. In addition to her experience conducting social science research, she also has a background in historical interpretation with the Colonial Williamsburg Foundation.

Allison Trochesset, Ph.D., is a Court Research Associate in the Research Division at the National Center for State Courts (NCSC). Since joining the NCSC in 2019, her projects have focused on problem solving courts, juries, effective criminal case management, and state court organization. She earned her Ph.D. in Political Science & International Affairs from the University of Georgia where her dissertation research analyzed judicial decision making in state courts of last resort. Her major field of study was Law & Courts with a minor in American Politics. Before attending graduate school, Dr. Trochesset worked as a Federal Background Investigator and volunteered as a Court Appointed Special Advocate (C.A.S.A.) in Tennessee. She completed her B.A.in Political Science at Stetson University in Deland, FL. While completing a semester in Washington, D.C., Dr. Trochesset interned for a legal clinic that specializes in landlord-tenant disputes.

PROJECT TIMELINE

The NCSC anticipates a twelve-month project period, with the following schedule:

Task	Estimated Timeframe/Completion Date
1.1 Project Planning & Formation of Advisory Committee	March 2023
1.2 Kickoff Meeting(s)	April 2023
2. Launch Sufficiency of Time Survey	May 2023
3. Conduct Focus Groups	June 2023
4. Second Advisory Committee Meeting(s)	July 2023
5.1 & 5.2 Design Data Collection & Provide Training	August 2023
5.3 Conduct Time Study	September – November 2023
6. Data Analysis – Time Study & Survey Data	December 2023 – January 2024
7. Quality Adjustment Process	February 2024
8. Final Advisory Committee Meeting	March 2023
9.1 Draft Report	March 2024
9.2 Final Report	April 2024

BUDGET

The total cost of the project will be a firm fixed price of $210,519. If public defenders are included in the study, the cost of the project increases to $245,877. Successfully completing this study in the timeline reflected will require the ability to adhere to the timeline above and the timely provision of case filing data for the case types identified by the Advisory Committee.

The NCSC uses labor categories and labor rates, and this cost includes professional and administrative time and indirect costs. An example of some of the costs included in the NCSC's indirect cost rates is equipment, supplies, telephone, printing/photocopying, postage, audits, and other items. The indirect costs are based on the approved labor category rate chart used for all contracts.

Task	Cost	Cost w/PD
1. Project Planning, Formation of Advisory Committee & Initial Meeting	$23,285	$27,450
2. Sufficiency of Time Survey & Analysis	$8,337	$9,873
3. Conduct Focus Groups	$16,090	$23,352
4. Second Advisory Committee Meeting(s)	$14,032	$14,032
5. Time Study Design, Training, and Data Collection	$45,399	$52,583
6. Data Analysis – Time Study	$32,171	$39,144
7. Quality Adjustment Process	$13,906	$18,383
8. Final Advisory Committee Meeting	$23,395	$27,156
9.1 Draft Report	$28,049	$28,049
9.2 Final Report	$5,855	$5,855
Total Estimate	**$210,519**	**$245,877**

Mary Campbell McQueen
President

Michael Buenger
Executive Vice President

AGREEMENT

THIS AGREEMENT is made between the Aurora Municipal Court Administration Office (hereinafter referred to as the Court) and the National Center for State Courts (hereinafter referred to as the Center) on the __________ day of __________, 20__.

RECITALS

WHEREAS, the National Center for State Courts is a nonprofit corporation headquartered at 300 Newport Avenue, Williamsburg, Virginia; and

WHEREAS Court desires to engage the Center, as an independent contractor, to provide the services specified herein and the Center desires to accept such engagement and to provide the services on the terms contained herein.

WHEREAS the Court desires to employ the services of the Center to conduct weighted caseload studies for judges, prosecutors, and case management staff.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the parties hereto, intending to be legally bound, do hereby agree as follows:

I. ***Term***. The work under this Agreement shall commence on or before March 1, 2023, and the project shall be completed on or before April 30, 2024, unless the time for completion is extended by the mutual agreement of the parties in writing as hereinafter provided.

II. ***Scope of Work***. The Center shall perform, in a businesslike and professional manner, the services described in Attachment A except as hereafter amended by the mutual agreement of the parties hereto. Attachment A is incorporated by reference and made a part hereof.

III. ***Compensation.***

a. For the performance of the services hereunder, the Court shall pay the Center based upon the compensation schedule set forth in Attachment B. Attachment B is incorporated by reference and made a part hereof.

b. The total fixed price for services and expenses pursuant to the Agreement shall be $245,877.

c. All invoices and statements for services rendered should include the name, address, and federal identification number of the Center and shall be sent to Court as follows:

Candace Atkinson
Court Administration
14999 E. Alameda Parkway
Aurora, CO 80012
303/739.6444

All checks or warrants in payment of such invoices should be made payable to the National Center for State Courts. All payments should be mailed to:

Accounting Department
National Center for State Courts
300 Newport Avenue
Williamsburg, Virginia 23185-4147
757/253-2000

IV. ***Independent Contractor Relationship.*** The parties agree that the Center's status for conduct of tasks described herein shall be as an independent contractor. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, or to create a relationship of an employer- employee or principal- agent. Any and all employees of the Center while engaged in the performance of any work or service required by the Center under this Agreement shall be considered employees of the Center only and not of the Court. Any and all claims that may arise under the Worker's Compensation Act on behalf of said employees while so engaged in any of the work or service to be rendered hereunder shall be the sole obligation and responsibility of the Center.

V. ***Use of Consultants.*** The Center reserves the right to use outside consultants as deemed necessary by the Center. Such consultants shall have the prerequisite qualifications and experience to perform the obligations and duties of the Center under this Agreement.

VI. ***Access to Information and Facilities.*** The Court, recognizing that convenient and timely access to relevant data, information, personnel, and facilities is necessary to the performance of the obligations of the Center in the discharge of its duties under this Agreement, shall assist, or otherwise aid the Center in the procurement of such data or information and/or access to such personnel and facilities as necessary for the Center to perform its duties under the terms and conditions of this Agreement.

VII. ***Confidentiality of Data***. The Center will ensure that any information, including but not limited to child support, employment, public assistance, wage and tax information obtained through this Agreement will remain confidential and be used only for the purposes authorized under this Agreement. The Center is prohibited from entering into any agreement to furnish, or from otherwise disclosing or sharing, any child support, employment, public assistance, or wage and tax information, (including information with all personal identifiers removed and including statistical tabulations or research results, which reveal information that can be associated with an identifiable individual) to any third party, including vendors or subcontractors, regardless of the purpose, without the prior written approval of the Court unless otherwise authorized by statute or required by a court of competent jurisdiction.

VIII. ***Release of Information.*** All media releases, public announcements, or public disclosures relating to the work produced pursuant to this Agreement shall be coordinated with and approved by Court prior to any release.

IX. ***Copyrights.*** The Center retains all rights, title and interest in and to all data, report materials, inventions, techniques, methodologies, reports, copyrights, artwork, illustrations, and other original materials. Where the performance of this Agreement results in a book, report, or other copyrightable material, the Center is free to copyright the work, but the Court is granted a royalty-free, nonexclusive right and license to produce, reproduce, publish, distribute or otherwise use, and to authorize others to use, the work for any governmental or public purpose.

X. ***Modification.*** No modifications, amendments or changes may be made to the terms and conditions of this Agreement (including, but not limited to scope of work, deliverables, timetable or terms of agreement, price, cost, or budgetary adjustments or other information including names, addresses and telephone numbers of persons to contact for submission and approval of proposed changes), unless the same are in writing and signed by the parties hereto.

A. Changes in work
The Center shall make no change in services unless pursuant to a written request from (Court) authorizing the Center to proceed with the change.

B. Notification by NCSC of work involving extra cost.
If the Center believes that any changes or instructions proposed by Court involve extra work, extra cost, or an extension of time that was not contemplated by the parties, the Center shall so notify Court in writing within five days after such discovery. The Center shall not proceed to execute such work until making this notification.

C. Extra work defined.
For purposes of this contract, extra work shall mean work the performance of which is found necessary for proper completion of the project, but which is not covered by any item in the bid schedule and the proposal and for which no means of payment, direct or indirect, has been provided in the contract, and for which special remuneration, by an equitable price adjustment or by other consideration, to be negotiated by the parties, shall be paid to the Center.

D. Itemized proposal required.

Court shall, before requesting the Center to proceed with desired changes, request an itemized proposal from the Center covering the work involved in the change. If the proposal is acceptable, the Center will prepare a change order setting forth the contract modifications and cost impact for acceptance by Court. The change order shall be signed by both parties to the original contract. (See Attachment C for change order form.)

XI. ***Acceptance Procedure.*** The Center shall render the reports and deliverables described in Attachment A, under the terms and conditions thereof. The Court shall have a maximum of twenty (20) working days from the delivery of required deliverables and from the delivery of the final draft of the completed project prepared hereunder within which to respond in writing to such deliveries. If the Court believes the deliverables or the completed project does not conform to the requirements of the Agreement, it shall notify the Center in writing thereof, within the above-mentioned twenty (20) days, and shall indicate with particularity in what manner the deliverables or the project fail to conform. In the absence of such notice of non-conformance, acceptance of the work products will be presumed.

XII. ***Contingencies.*** In the event that, due to any unforeseeable circumstances beyond the reasonable control of, and without the fault or negligence of the Center, including without limitation, acts of God, pandemic or epidemic, war, national emergency, terrorism and/or responses thereto, government regulations, strikes and civil disorder, the Center fails to perform under this Agreement, such failure shall not constitute a default in performance, and the Court shall grant the Center such extensions of time as may be necessary and possible to facilitate contract completion.

XIII. ***Termination by the Court.*** The Court may terminate this Agreement at any time for failure of the Center to comply with any material terms or conditions of this Agreement except as provided in Section XII. Termination shall be effective thirty (30) days following receipt of written notice which shall specifically identify such failures, provided however, that the Center shall have those thirty (30) days within which to remedy such deficiencies. In any event, the Center shall have the right to receive just and equitable compensation for any satisfactory work completed prior to the date of any such termination and the Center shall deliver all completed work products to Court.

XIV. ***Termination by the Center.*** The Center may terminate this Agreement at any time for failure of the Court to comply with any material terms or conditions of this Agreement. Termination shall be effective thirty (30) days following receipt of written notice which shall specifically identify such failures, provided however, that the Court shall have those thirty (30) days within which to remedy such deficiencies. Upon any such termination the Center shall deliver all completed work products to Court, and the Center shall have the right to receive just and equitable compensation for any satisfactory work completed prior to the date of any such termination.

XV. ***Covenant Against Contingent Fees.*** The Center certifies that it has not employed or retained any company or person other than bona fide employees working for the Center to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person other than bona fide employees working solely for the Center any fee, commission, percentage, brokerage fees, gifts, or other consideration contingent upon or resulting from the award which serves as the basis for this Agreement. For breach or violation of this warranty, the Court shall have the right to annul this Agreement without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

XVI. ***Governing Law.*** The laws of the State of Colorado, County of Arapahoe, Colorado, shall govern the validity, construction, interpretation, and effect of this Agreement without giving effect to any conflicts principles that would require the application of the law of any other jurisdiction.

XVII. ***Entire Agreement.*** This Agreement, including any Attachments hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof. There are no promises, terms, conditions, or obligations other than those contained in the Agreement. This Agreement supersedes all previous communications, representations, or agreements, either oral or written, that may have been made with respect to the subject matter hereof.

XVIII. ***Waivers and Remedies.*** The failure of the parties to enforce, at any time, the provisions of this Agreement or to exercise any option which may be provided herein shall not be construed as a waiver of such provisions or to affect the validity of this Agreement or any part thereof or the right of the parties to enforce thereafter each and every provision and to exercise any such option. No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach. All remedies available under this Agreement shall be taken and construed as cumulative, that is, as being in addition to every other remedy provided by operation of law. Anything contained herein to the contrary notwithstanding, in no event shall the Center be liable hereunder for any special, incidental or consequential damages.

XIX. ***Notices.*** The following designated parties, notwithstanding conflicting provisions found in the Proposal incorporated herein, shall represent the parties to this Agreement for notification and communication as may be required. All notices required by this Agreement shall be in writing and shall be deemed to have been duly given when delivered personally in hand, delivered by recognized overnight delivery services, delivered by telephonic facsimile with simultaneous regular mail, or mailed by certified or registered mail, return receipt requested, postage prepaid on the date posted to the designated parties listed below:

(a) Representing the Court:

Candace Atkinson
Court Administrator
Court Administration
14999 E. Alameda Parkway
Aurora, CO 80012
303/739.6444

(b) Representing the Center:

Michael Buenger
Executive Vice President
Court Consulting Services
300 Newport Avenue
Williamsburg, Virginia 23185-4147
303/293-3063

XX. ***Maintenance, Access and Examination of Records.*** The Center will, as it relates to this Agreement, (a) furnish promptly relevant reports, certificates, financial statements and other information as may be reasonably requested by Court and (b) give Court reasonable opportunity to examine and verify the Center's books, records and accounts. The Center agrees to maintain records with respect to this Agreement until the expiration of three (3) years after final payment under this contract or until resolution of any unresolved audit questions and Court shall have reasonable access to and the right to examine any directly pertinent books, documents, papers, and records involving transactions related to this contract. The Center agrees to maintain books, records, documents, under generally accepted accounting principles, sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred for performance of this contract. It this contract is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three (3) years from the date of any resulting final settlement.

XXI. ***Insurance.*** The Center represents and warrants that it is now maintaining with responsible insurance carriers, (i) insurance upon its own plant and equipment against fire and other hazards to the extent that like properties are usually insured by others; (ii) adequate insurance against liability on account of damage to persons or property; and (iii) adequate professional liability coverage (errors and omissions insurance); (iv) adequate comprehensive automobile liability insurance for owned, hired and non-owned vehicles used in the performance of its work; (v) adequate insurance under all applicable worker's compensation laws. The Center will furnish such certificates with respect to its insurance as the Court from time to time may reasonably require.

XXII. ***Nondiscrimination and Equal Employment Opportunity.*** During the performance of this Agreement, the Center agrees that it will not discriminate against any employee or applicant for employment because of age, race, color, religion, sex, sexual orientation, physical or mental disability, or national origin. Further, the Center hereby certifies that it is an equal opportunity employer and shall comply with all state and federal laws prohibiting discrimination.

XXIII. ***Licenses and Permits.*** The Center shall maintain all licenses, permits, and certifications required by federal, state, or local authority for carrying out this Agreement.

XXIV. ***Compliance with Law.*** The Center shall comply with all applicable federal, state and local laws and regulations which may be imposed or levied upon the subject matter of this Agreement, regardless of whether those legal requirements are specifically referenced in this Agreement.

XXV. ***Prohibition Against Assignment.*** Notwithstanding any other provision of this Agreement, the Center warrants that it shall not transfer, pledge, or otherwise assign this contract, or any interest therein, or any claim arising hereunder, to any party or parties, bank, trust company, or other financing institution.

XXVI. ***Severability.*** All of the clauses of this Agreement are distinct and severable, and if any clause shall be declared illegal, void, or unenforceable, it shall not affect the validity, legality, or enforceability of any other clause or portion of this Agreement.

XXVII. ***Survival.*** Anything contained herein to the contrary notwithstanding, the rights, obligations, representations, covenants, terms and provisions contained herein shall remain in effect and shall survive the termination, expiration or cancellation of this Agreement whether by expiration of time, operation of law or otherwise.

IN WITNESS WHEREOF, the persons signing below certify that they are duly authorized to sign for, and on behalf of, their respective Party and do hereby execute this Agreement.

NATIONAL CENTER FOR STATE COURTS		**AURORA MUNICIPAL COURT ADMINISTRATION OFFICE**	
By	____________________________	By	____________________________
Title	____________________________	Title	____________________________
Date	____________________________	Date	____________________________

ATTACHMENT A

SCOPE OF SERVICES

PROJECT GOALS AND TASK SUMMARY

A. Project Goals

The NCSC proposes an incremental workload assessment strategy that consists of the following goals:

- Using an Advisory Committee(s) to examine, interpret, and reconcile the information and results emerging from data collection and analyses.
- Conducting work time studies as a basis for determining Municipal Court staffing needs for judges, prosecutors, and case management staff.
- Developing and applying workload assessment models for each of the study groups drawing upon separate time studies, surveys, focus groups, and a qualitative decision-making methodology to produce a final set of workload standards.

To meet these goals, the NCSC, in close collaboration with the Court Administrator's Office, proposes a straightforward process that will:

- Make use of existing data sources currently in place.
- Minimize the impact on study participants.
- Produce a measure of judicial officer, prosecutor, and case management staff workload that is clear, grounded in current practice and respondents' experiences, and will be easy to update.
- Include the participation of all judicial officers, prosecutors, and case management staff.
- Lead to support and "ownership" by the Court Administrator's Office, City Council, study participants, and other important stakeholders.

B. Project Summary

The proposed project includes the following overall steps:

1. Constitute one or more Advisory Committee(s) to provide guidance and oversight to the NCSC consultants during the life of this project. The Advisory Committee(s) will advise and comment on the general study design, the identification of case type and activity categories on which data will be collected (e.g., ordinances, traffic cases, motor vehicle theft; pre-trial work, jury trials, etc.), as well as other details of the study. Advisory Committee members will also be asked to participate in a mid-project and final meeting to review data from the time study of current practice. The Court Administrator's Office will also be asked to provide three years' worth of case filing data for each of the case types selected, as well as a census of all participants, including their name, job title, and email addresses.
2. Conduct sufficiency of time surveys with the three study groups to obtain perceptions about employees' workload and working conditions, including

whether there is sufficient time to complete all of their job duties, and levels of stress employees are feeling.

3. Conduct focus groups. The number of focus groups will be determined by the Advisory Committee, but at least one focus group will be held with each of the three study groups.
4. At the second meeting of the Advisory Committee(s), review the sufficiency of time survey results and focus group findings, and determine whether additional data items need to be added to the worktime studies.
5. Develop time study materials, training materials, conduct time studies, and compute a set of preliminary case weights that are representative of the way that cases are currently being processed, across all three study groups.
6. Conduct quality adjustment sessions by convening Delphi groups to provide a qualitative assessment of the time study results with reference to recent changes in legislation and to established (and aspirational) court practices, policies, and procedures.
7. At the final meeting of the Advisory Committee, review all data sources, including the quality adjustment sessions, and recommend a set of final workload standards. The final workload standards must:
    a. Be firmly based in the reality of the court so that the workload standards build on the average amount of time that judges, prosecutors, and case management staff currently spend processing all cases of a particular type.
    b. Allow sufficient time for equitable and quality case processing.
    c. Consider the time all study groups are required to apply to overall court management and quality performance, not just the time they are currently spending on cases.
    d. Be credible to outside observers as well as to court employees. Grounding the standards in current practice and expert opinion about how long cases should take provides a strong base of credibility.
8. Produce a final report, that will include a description of the methodology, qualitative and quantitative data results, and staffing needs models for the three study groups.

In summary, the standards will be based on current practice, with adjustments for how work should be conducted to provide an optimal level of quality service to the citizens of Aurora; and when applied to caseload information, provide a means to assess the efficient and equitable allocation of judicial officer, prosecutor, and case management staff resources in the Municipal Court. All tasks are discussed in detail in the next section.[1]

[1] In 2020 and 2021, case filings may not be representative of future trends, given the impact of the COVID-19 pandemic. The Court Administrator's Office, NCSC, and the Advisory Committee will discuss appropriate options for new case filing figures. This could include using a three-year average, forecasting new filing numbers, or some other option.

DETAILED TASKS AND RESPONSIBILITIES

Task 1 – Project Preparation and Planning

1.1 Formation of Advisory Committee and Identification of Project Liaison

The NCSC will request that one person from the Court Administrator's be assigned as a liaison to the workload assessment studies. This person will be the key staff person with whom the NCSC will communicate throughout the project. The NCSC also requests that one or more Advisory Committee(s) be formed to provide project oversight and guidance as well as to review both project plans and materials. The size and composition of the Advisory Committee(s) will be determined by the City of Aurora, Aurora Municipal Court, with an eye toward knowledge of day-to-day line-level judicial officer, prosecutor, and case management staff work and representation of all case types handled. The Court Administrator's Office will be responsible for arranging and coordinating the participation of all Advisory Committee members. It is anticipated that the first and last Advisory Committee meetings will be held in person, while the second meeting will be held remotely.

1.2 Initial Planning Meeting

NCSC project staff will meet with the Court Administrator's staff to discuss creation of the Advisory Committee(s) and general project plan soon after securing a contract. After determining meeting dates, NCSC staff will meet with the Advisory Committee(s) in person within the first two months of having received a contract to review the overall study design and discuss specific aspects of that design, including:

- Case types for which workload standards are sought,
- Judicial Officer, prosecutor, and court management staff day and year value, which will be used to develop needs models,
- Specific elements of the time study, including:
  - The scope of data to be collected,
  - The participants in the time study,
  - The data collection timeline and timeframe, anticipated to be twelve weeks,
  - Work time study training schedule,
  - Rules regarding multi-tasking,
  - Future Advisory Committee meeting dates, and
  - Review of questions and set timeframe for conducting the focus groups.

The collection and delivery of several key pieces of information to NCSC project staff by the Court Administrator's staff is critical to the initial phases of the project. First, an essential component in every workload study is the compilation of a set of accurate and reliable counts of the number of cases that are filed for a three-year period by case type category. Second, the Court Administrator's staff will need to provide an accurate census of the number of full-time equivalent (FTE) judicial officers, prosecutors, and case management staff, including names, email addresses and FTE status (e.g., 50%, 100%). After the initial meeting with the Advisory Committee(s), NCSC will develop a "Decisions Document" that will include the agreements made during that meeting. This document will be provided to the project liaison for dissemination to members of the Advisory Committee(s), and this document will serve as the roadmap for conducting the study.

Task 2 – Sufficiency of Time Survey

To ensure the most efficient use of time, the project will begin with a Sufficiency of Time study, designed to measure worktime study participants' opinions on whether they have sufficient time to reasonably complete all their responsibilities within current resource levels. The purpose of this component of the workload assessment strategy is to identify where the preliminary case weights may need to be modified to account for those areas where additional time is required to enhance the quality of the justice that is being delivered. Generally, there are three parts to this assessment: (1) whether respondents need more or less time in the various phases of case processing to complete the work; (2) whether there is sufficient time available for respondents to perform the non-case-related aspects of case processing; and (3) the perceived levels of job-related stress participants experience on a regular basis. The data will be analyzed and presented to the Advisory Committee(s) following the conduct of focus groups (Task 3).

Task 3: Focus Groups

To obtain additional qualitative data that will augment the Sufficiency of Time survey results, the NCSC will conduct focus group sessions with select judicial officer, prosecutor, and case management staff participants to gain a fuller understanding about the use of their time. The Advisory Committee(s) will decide whether participants are volunteers or whether they should be selected by specific individuals. The NCSC project team will conduct the focus groups over Zoom, thus allowing participants to engage in this process without the need for travel. The NCSC will work with the Advisory Committee(s) to determine the number of focus groups to be held, and the best times at which to schedule the focus groups.

Focus groups will include a brief review of Sufficiency of Time Survey findings from the work time study and questions regarding barriers from getting work done in a timely and efficient manner:

1) In your current work environment, do you feel you have adequate time, without working overtime, to complete your work to your satisfaction?
    a. If you are not able to get your work done, what gets set aside to address more pressing work?
2) Overall, are you satisfied with the way work is currently conducted in your office?
    a. Please explain further.
3) Do you regularly feel stressed as a result of your work?
    a. What is the source of your stress (e.g., amount of work, deadlines, other?)
4) Is the pace at which you currently work sustainable for the long run?
5) What do you think is working well, in terms of how your work is conducted?
6) Are there processes that could be changed to make your work more efficient?
7) Are there obstacles that currently prevent you from conducting your work?
    a. If so, what are those obstacles?
8) What concerns, if any, do you have regarding the upcoming time study?

Additional questions may be posed by the Advisory Committee(s).

- The focus groups will help identify challenges to the effective handling of different types of cases. This information can assist the Advisory Committee(s) in making any adjustments to the time study data, if they feel it is necessary.

Task 4 – Second Advisory Committee Meeting(s)

The NCSC team will conduct a Zoom meeting with the Advisory Committee(s) to review the preliminary results and Sufficiency of Time Survey and focus group findings. Based on the findings, the Advisory Committee(s) may want to adjust the data to be collected in the time study. This meeting is expected to be brief (not more than two hours), so will be conducted via Zoom.

Task 5 - Time Study

The NCSC proposes to conduct an event-based time study of workload over the course of a twelve-week period. Based on the NCSC's extensive experience in conducting work time studies, the time study results will provide a reliable and valid snapshot of court-related work activity. Specific responsibilities for the time study tasks include:

5.1 Design of Data Collection Tools/Preparation of Training Materials

NCSC project staff will develop paper tracking forms for each study group to track their worktime throughout the day. At any time during the day, study participants can enter their worktime activities into the NCSC's proprietary data entry system. Both tools will include the case types and activities agreed to at the initial Advisory Committee meeting(s).

It is critical that time be recorded comprehensively, accurately, and consistently according to an established set of rules. To that end, project staff will prepare a set of written training materials and will provide webinar-based training sessions, that clearly explain the data collection process for all participants engaged in the study, discussed next.

5.2 Training and Dissemination of Data Collection Materials

NCSC project staff will provide training sessions to acquaint participants with the workload concept, the proposed project design, and the data collection requirements, and answer any questions related to the study and its implications. Prior to the training sessions, each time study participant will receive an email from the NCSC automated data entry system including their login credentials to enter time study data, training materials, and a PDF of the time-tracking document that can be used throughout the day to record work activity prior to entering the data into the online data entry system. NCSC trainers will attempt to provide direct training to all study participants.[2] A recorded training session will be created for use by any study participants who cannot participate in a live training session. Written training materials will also be provided and made available to all participants.

[2] It is not uncommon in workload assessment studies to also train assistants or other court staff who work with judges or other study participants, so they can enter the tracked time into the NCSC online data entry system.

5.3 Data Collection and Support

The Court Administrator-designated project liaison will be responsible for assisting NCSC project staff in the time study data collection effort. Throughout the data collection process, the project liaison and NCSC staff will be available to answer questions from work time study participants. The types of issues that typically arise include revisions to submitted time, and general questions regarding the reporting and entry of data. Such support is invaluable as it ensures reliability in the time study data collection as well as its timely completion.

NCSC consultants will provide a weekly worktime study participation report. The project liaison can use this report to encourage participation if rates are lower than expected. The NCSC has found that this strategy has proven successful in improving participation rates, which is critical to the success of the study.

Task 6 – Data Analysis

Upon completion of the data collection period and after the database has been cleaned, verified, and compiled, the NCSC staff will analyze the data received during the data collection period. From this information, the analysis will focus on:

- Time required to process each identified case type, including times associated with each activity within each case type, and
- Time required for non-case-related work (e.g., administration, travel, committee attendance, etc.).

Three datasets will be created, one for each study group, and initial case weight and average non-case-related time will be developed for each study group, then shared with the Advisory Committee(s) at the second meeting.

Task 7 – Quality Adjustment

7.1 Formation of Delphi Groups

The Court Administrator's office and/or the Advisory Committee(s) will select up to two Delphi groups for each study group, each made up of experienced employees from that study group area. The exact number of Delphi groups will be determined based upon the number of case weights included in the workload models. The Court Administrator's Office will assist in coordinating and ensuring the Delphi groups' participation in the quality adjustment sessions.

7.2. Quality Adjustment Sessions

NCSC staff will facilitate quality adjustment sessions for each Delphi group. NCSC will provide the Delphi groups with reference materials, including the preliminary case weights, the results of the Sufficiency of time Survey results, and the focus group findings. Using an iterative and consensus-based process, the Delphi groups will engage in a structured review of the preliminary case weights and recommend any necessary adjustments based on any recent statutory changes, proven effective and efficient procedures and practices, and real-world experience. The purpose of the adjustments will be to ensure that the final case weights incorporate sufficient time for the efficient and effective performance of all judicial duties in each case. Delphi groups will be held remotely.

Task 8 – Final Meeting of the Advisory Committee(s)

The Advisory Committee(s) will reconvene, in person, for a final meeting to examine and reconcile results from all phases of the study including results from the time studies. The goal of this meeting will be to reach consensus on a set of final case weights and consensus on the deductions for non-case-related time and travel times.

Task 9 – Final Report

9.1 Draft Report

NCSC project staff will draft a preliminary report that includes the project methodology, the results of the weighted caseload study – including the needs assessment models - and an executive summary. The Court Administrator will be responsible for coordinating the review process with the Advisory Committee(s) and other stakeholders.

9.2 Final Report

Following the final review of the draft report, NCSC project staff will incorporate any corrections, comments, and suggestions, as appropriate, and finalize the report. NCSC will submit bound copies, if desired, in a number to be determined in consultation with the Court Administrator.

ATTACHMENT B
(Attached to and forming part of Agreement)

COMPENSATION

The total fixed price for services and expenses pursuant to the Agreement shall be $245,877. The Center shall not be entitled to any additional amount unless mutually agreed upon in writing by both parties.

The services rendered by the Center pursuant to this Agreement shall be payable on a quarterly basis as follows:

March 31, 2023,	$24,589
June 30. 2023,	$49,175
September 30, 2023,	$49,175
December 31, 2023,	$49,175
March 31, 2024,	$49,175
April 30, 2024,	$24,588

ATTACHMENT C

CHANGE ORDER
MODIFICATION OF CONTRACT

<table>
<tr><td>1. Effective Date</td><td>2. Requisition/Purchase Req. No.
(if applicable)</td><td>3. Project No. (if applicable)</td></tr>
<tr><td colspan="3">4. Issued by</td></tr>
<tr><td colspan="2">5. Name and Address of public body</td><td>6. Amendment of Contract dated</td></tr>
<tr><td colspan="3">7. Description of Amendment/Modification and Associated Costs</td></tr>
<tr><td colspan="3">7a. Reason for modification</td></tr>
<tr><td colspan="3">7b. Total contract price increased by $__________________________
7c. Total contract price decreased by $__________________________
7d. Total contract price unchanged Δ (check)</td></tr>
<tr><td colspan="2">8. Name and Title of Signer for
___________________________________</td><td>9. Date Signed</td></tr>
<tr><td colspan="2">10.
____
(Signature of person authorized to sign)
(for National Center for State Courts)</td><td>11. Date Signed</td></tr>
</table>

CITY OF AURORA
Late Submission Approval for Agenda Item

Item Title: Aurora Municipal Court Workload Study Proposal
Item Initiator: Candace Atkinson, Court Administrator
Staff Source/Legal Source: Candace Atkinson, Court Administrator
Outside Speaker: n/a
Council Goal: 2012: 1.5--Maintain an unbiased, independent municipal court

CRITERIA - PLEASE CONSIDER ITEM FOR LATE SUBMISSION FOR THE FOLLOWING REASON:

☒ There is a time-sensitive legal requirement that must be met and cannot be met by a future meeting date

☐ The delay will result in an adverse financial impact to the city

☐ The item is related to a disaster and must be addressed before the next available meeting

COUNCIL MEETING DATES FOR LATE SUBMISSION:

Study Session: 3/6/2023

EXPLANATION: *(Please provide a detailed explanation as to why the item falls into one or more of the above criteria and why it may not be set for a future meeting date.)*

In order for the Court Case load study to be completed in a timely manner a delay is not advantageous to the Courts.

I understand the agenda item will not be added to the agenda without submitting this completed form as an attachment in e-Scribe. The agenda item will not be added to the agenda if the workflow is not completed by the WORKFLOW COMPLETED date indicated on the agenda deadline calendar.

Agenda Item Initiator Name

Candace Atkinson

Late Submission Approver Name (Council Appointee or DCM)

Agenda Item Initiator Signature Date

Late Submission Approver Signature Date

CITY OF AURORA
Council Agenda Commentary

Item Title: Civil Service Commission Hiring Update	
Item Initiator: Jason Batchelor, Deputy City Manager	
Staff Source/Legal Source: Jason Batchelor, Deputy City Manager / Pete Schulte, Public Safety Client Manager	
Outside Speaker: N/A	
Council Goal: 2012: 1.0--Assure a safe community for people	

COUNCIL MEETING DATES:

Study Session: 11/21/2022

Regular Meeting: 12/19/2022

2nd Regular Meeting (if applicable): N/A

Item requires a Public Hearing: ☐ Yes ☒ No

ITEM DETAILS *(Click in highlighted area below bullet point list to enter applicable information.)*

- Agenda long title
- Waiver of reconsideration requested, and if so, why
- Sponsor name
- Staff source name and title / Legal source name and title
- Outside speaker name and organization
- Estimated Presentation/discussion time for Study Session

R2022-236 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO SETTING FORTH ITS DESIRE TO PURSUE A RESULT THAT WOULD MOVE THE HIRING PROCESS OF AURORA FIRE RESCUE AND AURORA POLICE BASIC ENTRY-LEVEL EMPLOYEES TO THE HUMAN RESOURCES DEPARTMENT IN COORDINATION WITH AURORA FIRE RESCUE AND AURORA POLICE BY DIRECTING THE CITY MANAGER TO WORK COOPERATIVELY WITH THE AURORA CIVIL SERVICE COMMISSION TO AMEND THE COMMISSION'S RULES AND REGULATIONS.

Jason Batchelor, Deputy City Manager / Pete Schulte, Public Safety Client Services Manager
10 minutes Presentation / 20 minutes Discussion

ACTIONS(S) PROPOSED *(Check all appropriate actions)*

☐ Approve Item and Move Forward to Study Session ☐ Approve Item as proposed at Study Session

☐ Approve Item and Move Forward to Regular Meeting ☐ Approve Item as proposed at Regular Meeting

☒ Information Only

☐ Approve Item with Waiver of Reconsideration
Reason for waiver is described in the Item Details field above.

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Public Safety, Courts & Civil Service

Policy Committee Date: 11/10/2022

Action Taken/Follow-up: ***(Check all that apply)***

☒ Recommends Approval

☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation

☐ Recommendation Report Attached

☐ Minutes Attached

☐ Minutes Not Available

HISTORY *(Dates reviewed by City council, Policy Committees, Boards and Commissions, or Staff. Summarize pertinent comments. ATTACH MINUTES OF COUNCIL MEETINGS, POLICY COMMITTEES AND BOARDS AND COMMISSIONS.)*

City Council approved Resolution R2022-236 on December 19, 2023. The resolution laid out City Council's preferred direction for civil service basic entry-level employees, and directed the City Manager to work with the Civil Service Commission to amend the Commission's Rules and Regulation to accomplish the desired results of the resolution. The resolution directed staff to provide regular updates to the full City Council on that work.

Civil Service Commission staff presented at the January 10, 2023 Civil Service Commission meeting on R2022-236 and the commission discussed next steps.

City staff from HR presented at the February 14, 2023 Civil Service Commission meeting on the HR Public Safety Division's organization, process, and procedures for conducting background investigations.

City staff presented at the February 28, 2023 Civil Service Commission meeting on the City's proposed revisions to the Entry Level Hiring Process. The Commission voted to retain background investigations in the Civil Service Commission for a period of one year.

ITEM SUMMARY *(Brief description of item, discussion, key points, recommendations, etc.)*

Staff will provide a presentation on the proposed revisions to the Civil Service Entry Level Hiring Process. The proposed process complies with the direction in Resolution R2022-236, the Consent Decree, and City Charter.

FISCAL IMPACT

Select all that apply. (If no fiscal impact, click that box and skip to "Questions for Council")

☐ Revenue Impact ☐ Budgeted Expenditure Impact ☐ Non-Budgeted Expenditure Impact
☐ Workload Impact ☒ No Fiscal Impact

REVENUE IMPACT

Provide the revenue impact or N/A if no impact. (What is the estimated impact on revenue? What funds would be impacted? Provide additional detail as necessary.)

BUDGETED EXPENDITURE IMPACT

Provide the budgeted expenditure impact or N/A if no impact. (List Org/Account # and fund. What is the amount of budget to be used? Does this shift existing budget away from existing programs/services? Provide additional detail as necessary.)

NON-BUDGETED EXPENDITURE IMPACT

Provide the non-budgeted expenditure impact or N/A if no impact. (Provide information on non-budgeted costs. Include Personal Services, Supplies and Services, Interfund Charges, and Capital needs. Provide additional detail as necessary.)

WORKLOAD IMPACT

Provide the workload impact or N/A if no impact. (Will more staff be needed or is the change absorbable? If new FTE(s) are needed, provide numbers and types of positions, and a duty summary. Provide additional detail as necessary.)

QUESTIONS FOR COUNCIL

Does Council have any questions for staff? Does Council support the proposed revisions to the Civil Service Entry Level Hiring Process?

LEGAL COMMENTS

Attorney enters legal comments here.

City of Aurora

Civil Service Entry Level Hiring Process

Proposed Revisions

Study Session
March 6, 2023

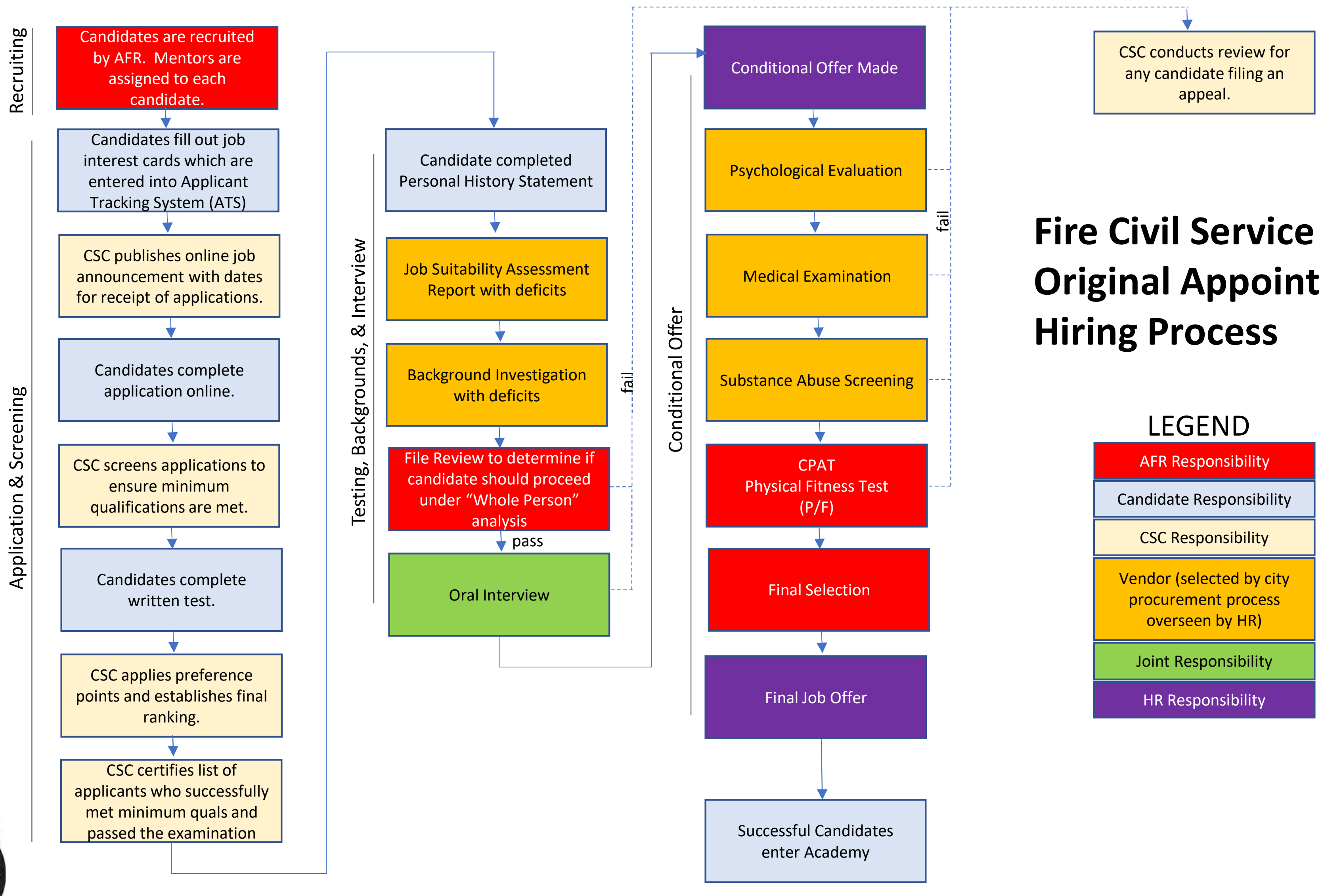
City of Aurora

AURORA

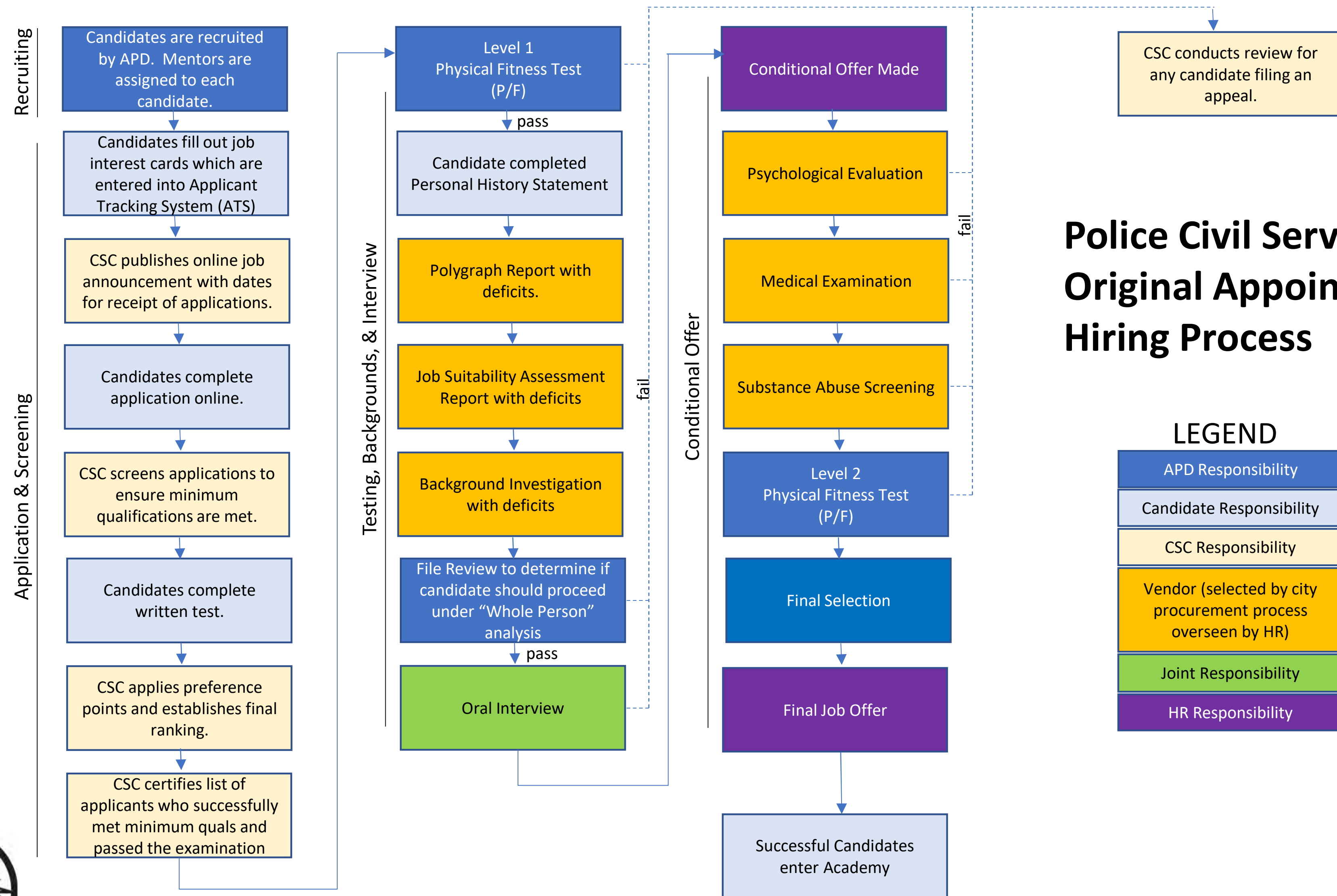
Proposed Entry Level Hiring Process

- Proposal largely follows Consent Decree Monitor independent expert's recommendation
- Proposal meets Charter requirements
- Proposal meets Consent Decree requirements
- Proposal provides for transparency throughout the process
- Proposal provides for an appeals process to Civil Service Commission to any applicant who is disqualified or does not move forward

Fire Civil Service Original Appointment Hiring Process



Police Civil Service Original Appointment Hiring Process



Recruiting

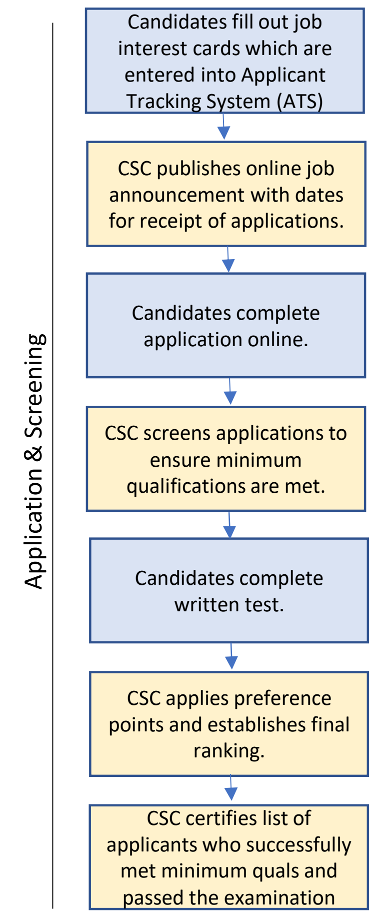
Recruiting

Candidates are recruited by APD/AFR. Mentors are assigned to each candidate.

- Hiring department responsible for recruiting efforts
- HR responsible for job description and coordinating with hiring department and Civil Service Commission
- Hiring department and HR Public Safety Group responsible for mentor and follow up with candidates

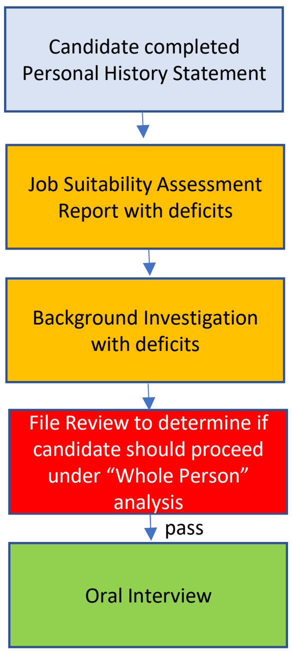
Application and Screening

- Civil Service Commission responsibility
- Hiring department and HR Public Safety group responsible for coordinating with CSC
- Phase concludes with Civil Service Commission certifying the list of applicants who successfully met minimum qualifications and passed the examination
- HR responsible for coordinating with CSC to receive and track demographic information for all applicants entering and continuing in the process



Testing, Background, & Interviews

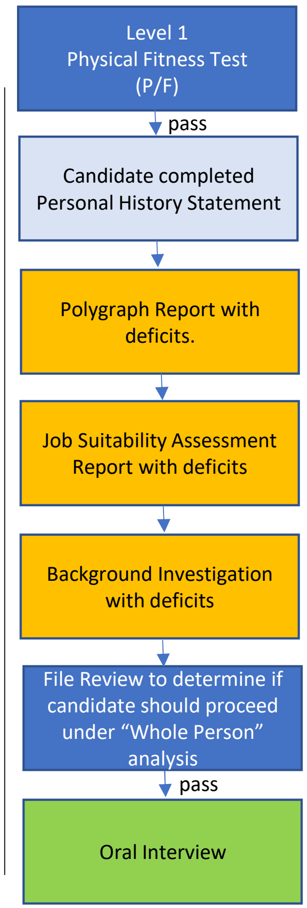
Fire



- Hiring department and HR responsibility
- Civil Service Commission to hear any appeals
- Hiring department and HR provide regular communication to candidates throughout this phase
- HR Public Safety Group responsible for background investigations
- HR and hiring department are responsible for promulgating and publishing standards for each requirement
- Hiring department conducts file review and provides written results to Civil Service Commission
- CSC may flag any decision for reconsideration
- Oral interviews are 3 reps from hiring department, 2 community reps appointed by CSC.

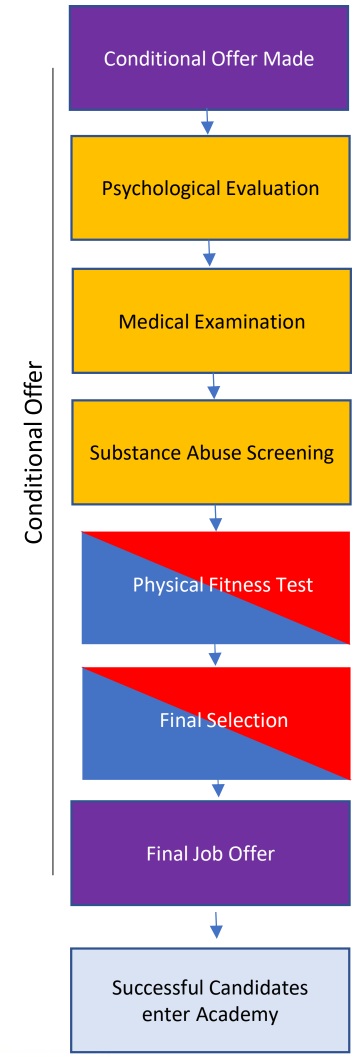
Police

Testing, Backgrounds, & Interview



Conditional Offer

- Hiring department and HR responsibility
- Civil Service Commission to hear any appeals
- Hiring department and HR provide regular communication to all candidates
- HR Public Safety Group responsible for background investigations
- HR and hiring department are responsible for promulgating and publishing standards for each requirement
- Hiring department conducts final hiring decision and provides written results to Civil Service Commission, HR extends the final job offer
- CSC may flag any decision for reconsideration
- HR responsible for providing demographic reporting on entire process



Appeals Process

CSC conducts review for any candidate filing an appeal.

- Civil Service Commission responsibility
- CSC will promulgate rules and hearing process
- Hiring department and HR will participate and provide information as required by CSC
- Applicants with sustained appeals shall re-enter the hiring process

Additional Points

- All current Civil Service Commission FTE remain in current positions to administer new hiring process, promotion process, appeals process, and disciplinary appeals process
- Need discussion with CSC Administrator to determine if one or two background investigators are required to conduct review for minimum qualifications

Questions?

CITY OF AURORA
Council Agenda Commentary

Item Title: FSIR Legislative Update	
Item Initiator: Liz Rogers, Intergovernmental Relations Manager	
Staff Source/Legal Source: Liz Rogers, Intergovernmental Relations Manager / George Koumantakis, Manager of Client Services	
Outside Speaker: N/A	
Council Goal: 2012: 2.1--Work with appointed and elected representatives to ensure Aurora's interests	

COUNCIL MEETING DATES:

Study Session: 3/6/2023

Regular Meeting: N/A

2nd Regular Meeting (if applicable): N/A

Item requires a Public Hearing: ☐ Yes ☒ No

ITEM DETAILS *(Click in highlighted area below bullet point list to enter applicable information.)*

- Agenda long title
- Waiver of reconsideration requested, and if so, why
- Sponsor name
- Staff source name and title / Legal source name and title
- Outside speaker name and organization
- Estimated Presentation/discussion time for Study Session

Elizabeth Rogers, Intergovernmental Relations Manager / George Koumantakis, Manager of Client Services, City Attorney

ACTIONS(S) PROPOSED *(Check all appropriate actions)*

☐ Approve Item and Move Forward to Study Session

☒ Approve Item as proposed at Study Session

☐ Approve Item and Move Forward to Regular Meeting

☐ Approve Item as proposed at Regular Meeting

☐ Information Only

☐ Approve Item with Waiver of Reconsideration
Reason for waiver is described in the Item Details field above.

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Federal, State & Intergovernmental Relations

Policy Committee Date: 2/24/2023

Action Taken/Follow-up: ***(Check all that apply)***

☒ Recommends Approval ☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation ☐ Recommendation Report Attached

☐ Minutes Attached ☐ Minutes Not Available

HISTORY *(Dates reviewed by City council, Policy Committees, Boards and Commissions, or Staff. Summarize pertinent comments. ATTACH MINUTES OF COUNCIL MEETINGS, POLICY COMMITTEES AND BOARDS AND COMMISSIONS.)*

The Federal, State and Intergovernmental Relations Committee is the standing committee that oversees Aurora's relationships with our state legislative and federal congressional delegations. As empowered by Council Rules, the FSIR committee shall debate and take positions on proposed state legislation on behalf of the city of Aurora. Staff will answer questions as needed under the request of Council Members or the Mayor.

ITEM SUMMARY *(Brief description of item, discussion, key points, recommendations, etc.)*

The FSIR committee held a regular committee meeting on February 24, 2023, to discuss legislation before the Colorado General Assembly. The committee took positions on several bills.

FISCAL IMPACT

Select all that apply. (If no fiscal impact, click that box and skip to "Questions for Council")

☐ Revenue Impact ☐ Budgeted Expenditure Impact ☐ Non-Budgeted Expenditure Impact
☐ Workload Impact ☒ No Fiscal Impact

REVENUE IMPACT
Provide the revenue impact or N/A if no impact. (What is the estimated impact on revenue? What funds would be impacted? Provide additional detail as necessary.)

n/a

BUDGETED EXPENDITURE IMPACT
Provide the budgeted expenditure impact or N/A if no impact. (List Org/Account # and fund. What is the amount of budget to be used? Does this shift existing budget away from existing programs/services? Provide additional detail as necessary.)

n/a

NON-BUDGETED EXPENDITURE IMPACT
Provide the non-budgeted expenditure impact or N/A if no impact. (Provide information on non-budgeted costs. Include Personal Services, Supplies and Services, Interfund Charges, and Capital needs. Provide additional detail as necessary.)

n/a

WORKLOAD IMPACT
Provide the workload impact or N/A if no impact. (Will more staff be needed or is the change absorbable? If new FTE(s) are needed, provide numbers and types of positions, and a duty summary. Provide additional detail as necessary.)

N/A

QUESTIONS FOR COUNCIL

Does City Council wish to adjust the official city position on the following:

Actively Support:
- SB23-072: Sunset First Appearance Defense Counsel Grant Program
- SB23-075: Deletion of Child's Name From Criminal Justice Records with the notation of advocating against amendment L.005 – Good Cause Amendment

Support if Asked:

- HB23-1153: Pathways To Behavioral Health Care
- SB23-059: State Park and Wildlife Area Access Grant Fund
- SB23-150: Require Labeling Disposable Wipes

Oppose if Asked:

- HB23-1202: Overdose Prevention Center Authorization
- HB23-1076: Workers' Compensation
- HB23-1032: Remedies Persons With Disabilities
- HB23-1061: Alcohol Beverage Retail Establishment Permit

LEGAL COMMENTS

The city manager shall be responsible to the council for the proper administration of all affairs of the city placed in his charge, and to that end, he shall have the power and duty to attend council meetings and participate in discussions with the council in an advisory capacity and inform the public concerning plans and activities of the council and of the city administration. (City Charter Art. 7-4). The Federal, State and Intergovernmental Relations Committee shall recommend objectives and initiatives in the State and Federal Legislature. (Council Rules, Appendix A). (Allen)

FEDERAL, STATE, AND INTERGOVERNMENTAL RELATIONS COMMITTEE

Colorado's 2023 Legislative Session began on January 9th and there has subsequently been several bills identified that may impact the City of Aurora. Below, please find the bill, summary, impact, and position as recommended by the City Department(s) impacted. Legislation is separated by position recommendation.

Actively Support

Bill Name	SB23-072: Sunset First Appearance Defense Counsel Grant Program
Sponsors	Rodriguez (D-Senate), Soper (R-House), Epps (D-House)
Summary	The bill continues the defense counsel on first appearance grant program until September 1, 2028, subject to sunset review.
Position Recommendation	Actively Support - approved 2/24
Rationale	Grants are awarded to reimburse local governments, in part or in full, for costs associated with the provision of defense counsel to defendants at their first appearances in municipal courts.

Bill Name	SB23-075: Deletion of Child's Name From Criminal Justice Records
Sponsors	Fields (D-Senate)
Summary	The bill removes the limitation that a child be a victim of an enumerated sexual offense for the child's name and identifying information to be deleted from a criminal justice record released to the public. The bill requires that the name and identifying information of a child who witnesses a criminal offense be deleted from criminal justice records released to the public. The bill also requires that a criminal justice agency make the notation "CHILD WITNESS" on a criminal justice record involving a child witness.
Position Recommendation	Actively Support, but advocate against amendment L.005 approved 2/24
Rationale	This legislation was drafted in conjunction with the Mayor, Police, and City Attorney's office. Support was approved at Study Session 1/23.
Amendment (passed)	Allows for the disclosure of child victim or witness name and information to be identified when there is "good cause". "Good Cause" is defined as finding that the public release of information substantially outweighs the need for privacy. See the full amendment included at end of position document.
Position Recommendation and Rationale	In review of the "good cause" amendment that passed (L.005), we believe it should be clear that the person who is requesting the identifying information of a child witness or child victim needs to provide a strong amount of evidence to prove that the public interest in the release of the identifying information of a child victim or child witness "outweigh(s) the harm to the privacy interest of the child victim or child witness." To accomplish this objective, the burden of proof by the requestor should be by "clear and convincing evidence." "Clear and convincing evidence" is the burden of proof between "preponderance of the evidence" and "beyond a reasonable doubt" in our justice system. Thus, to enhance the burden of proof by requiring "clear and convincing evidence," the definition of "Good Cause" should read as follows (**bold language** is the proposed amendment): …"Good cause" means a finding that the person seeking disclosure has established **by clear and convincing evidence** that the public interest accessing the name and identifying information of a child victim or child witness substantially outweighs the harm to the privacy interest of the child victim, child witness, child victim's legal guardian or child witness's legal guardian. Without this amendment, the burden of proof on the requestor would default to "preponderance of the evidence," a lesser evidentiary burden for the requestor to meet.

February 24, 2023

Support if Asked

Bill Name	SB23-082: Colorado Fostering Success Voucher Program
Sponsors	House: Michaelson Jenet (D) Amabile (D), Senate: Zenzinger (D) Kirkmeyer (R)
Summary	SB23-082 creates a rental assistance voucher program for youths between 18 years old and 26 years old. The youth must have been in foster care or in noncertified kinship care after the age of 14, experiencing homelessness, or at risk of experiencing homelessness and have a yet to be established income level. A participating youth must also participate in a case management services program to receive a voucher.
Position Recommendation	Monitor – approved 2/24
Rationale	Many homeless youth in Aurora are from the foster system and this would assist in getting them resources they need.

Bill Name	HB23-1153: Pathways To Behavioral Health Care
Sponsors	Rep. Armagost, Rep Amabile, Senator Pelton, Senator Rodriguez
Summary	The bill requires the state department of human services (state department) to contract with an independent third party to conduct a feasibility study to determine the feasibility of creating a system to support individuals with serious mental illness through a collaboration between Colorado's behavioral health and judicial systems.
Position Recommendation	Support If Asked – approved 2/24
Rationale	This bill authorizes a feasibility study to be conducted focusing on supporting individual with serious mental health illness' access to voluntary and involuntary behavioral healthcare and housing supportive services through collaboration between Colorado's behavioral health and the judicial system. CML also supports this legislation.

Bill Name	SB23-059: State Park and Wildlife Area Access Grant Fund
Sponsors	McLachlan (D-House) M. Catlin (R-House), Roberts (D-Senate), Baisley (R-Senate)
Summary	The bill creates the state park and wildlife area access grant program, which reimburses local governments for access route maintenance, construction, service, and operational work resulting from people visiting state parks and wildlife areas. Additionally, local governments can apply to the Parks and Wildlife Commission for the imposition of a fee of up to $2 on day use visitors to Parks or Wildlife areas. Under rules to be promulgated, such fees are then passed on by CPW to the requesting local government.
Position Recommendation	Support if Asked -approved 2/24
Rationale	While the language does limit the use of funds to provided access ways that are already in city limits, this would be additional funds the city could leverage to maintain state parks and wildlife areas.

Oppose if Asked

Bill Name	HB23-1202: Overdose Prevention Center Authorization
Sponsors	House: Epps (D) Willford (D) Senate: Priola (D) Gonzales (D)

Summary	The bill specifies that a city may authorize the operation of an overdose prevention center within the city's jurisdiction for the purpose of saving the lives of persons at risk of preventable overdoses.
Position Recommendation	Oppose if Asked – approved 2/24
Rationale	This bill authorizes the City to have an overdose prevention center within its jurisdiction. The center would be a place where an individual could use previously obtained controlled substances under the supervision of health-care professionals. CML supports the bill.

Bill Name	HB23-1076: Workers' Compensation
Sponsors	Daugherty (D-House)
Summary	The bill increases the limit on medical impairment benefits based on mental impairment from 12 weeks to 36 weeks. Removes language authorizing an employee to petition the division of workers' compensation in the department of labor and employment (division) prior to receiving a replacement of any artificial member, glasses, hearing aid, brace, or other external prosthetic device, including dentures. Allows an employee to request a hearing when the employee's temporary total disability benefits end based on an attending physician's written release to return to regular employment. Limits the medical records required to be provided to records relevant to the injury.
Position Recommendation	Oppose If Asked – approved 2/24
Rationale	This bill could increase worker's compensation costs. The increase in mental impairment benefits in Section 1, allowing workers to challenge TTD terminations in Section 3 and Section 7 in particular will adversely affect the City's cost of risk for WC claims. The City's Risk Manager is opposed.

Bill Name	HB23-1032: Remedies Persons With Disabilities
Sponsors	Ortiz (D-House)
Summary	The bill makes 3 primary clarifications about the remedies a person with a disability is entitled to under current Colorado law related to protections against discrimination on the basis of disability for persons with disabilities: • That a person with a disability is prohibited from being subject to discrimination by, excluded from participating in, or denied the benefits of services, programs, or activities of a place of public accommodation; • That the types of monetary damages to which a person with a disability is entitled include damages for emotional distress; and • That a person with a disability is entitled to both a court order requiring compliance and either monetary damages or a statutory penalty. The bill also allows a court to award reasonable attorney fees and costs to a prevailing plaintiff for any action commenced pursuant to certain Colorado law related to protections against discrimination on the basis of disability for persons with disabilities. Lastly, the bill specifies that certain types of relief do not require exhaustion of potential administrative remedies. It is noted that there may be a fiscal impact to municipalities.
Position Recommendation	Oppose if Asked – approved 2/24
Rationale	This bill amends state law related to disability discrimination by a public entity. Because it allows for damages for emotional distress and does not require that a plaintiff file a charge of

	discrimination with the Colorado Civil Rights Division prior to filing suit, it is expected to increase both the frequency and cost of litigation in this area. CML is opposed as well.

Bill Name	**HB23-1061: Alcohol Beverage Retail Establishment Permit - update**
Sponsors	Daugherty (D-House), Zenzinger (D-Senate)
Summary	The bill broadens this permit to allow all retail establishments to obtain the permit if the establishment conducts business at a physical building in Colorado, sells goods or services to the public at the location, and derives less than 50% of the establishment's gross sales of goods and services from the sale of food. The prohibitions applicable to art gallery permit holders under current law are not changed and apply to a retail establishment that obtains a permit; except that: • The prohibition on selling alcohol is broadened to cover the sale of alcohol beverages in any form; and • The number of days that an establishment may serve alcohol beverages in a year is increased from 15 to 24 days.
Position Recommendation	Oppose if Asked – approved by FSIR 1/27, reaffirmed oppose if asked 2/24
Rationale	This bill will replace the art gallery permit with a retail establishment permit for purposes of serving alcohol. Under this new permit any retail business can serve complimentary alcohol beverages, 24 times a year, for four hours, and serving up to 250 people. The city can still reject an application for this permit but only if the city believes the applicant cannot comply with the requirements of the liquor code and the event will not create a public safety risk to the neighborhood. The bill is similar to a special event liquor permit that is limited to only certain entities. The bill will affect the city in a minimal way and will not have an impact on our operations or home rule powers. This bill would allow nearly any unlicensed business to obtain a permit to serve alcohol for up to 24 days a year to the general public. Currently this permit is limited to Art Galleries for 15 days per year. The bill also caps local fees for the permit to an amount that may not cover the city's costs to review the permit and ensure a safe operation and there is no inflationary increase in the cap in the bill. Recommend actively oppose until this cap is removed. This bill is a considerable expansion of the ability to serve alcohol and could lead to short term night clubs and bar operations by fly by night operators as the bill contains very little limitations as to who can obtain it and it has no provision for neighborhood input prior to issuance of one of these permits. The complimentary provision can be circumvented through indirect sales. The individuals obtaining the permit may have no experience in the alcohol business and may have little vested interest nor knowledge to ensure safe service, prevent service to minors, and mitigate impacts to the community. Additional staff may be needed to process these permits depending on volume. If the bill is passed the city should consider if a corresponding local ordinance is necessary to prevent public safety impacts.
Amendment Proposed:	• Restrict eligible permittees from holding any other license to sell or serve alcohol beverages. • Restrict service between 2:00 am and 7:00 am. • Not allow a person under 18 to serve alcohol and require anyone serving alcohol under the age of 21 to be supervised by someone who is at least 21 years old. • Raises the local application fee to a max of $200. • Eligible retailers would need to have under 25 employees.

	• Eligible retailers would need to have under $5 million in annual sales with art galleries being exempt from this sales cap. • Limit the size of complimentary beverages provided to a customer to 12-ounce drinks, malt or vinous, or six ounces of spirits. • Exclude the following businesses from obtaining this license: firearms retailers; car dealerships; marijuana dispensaries; schools; daycare facilities; and gas stations/convenience stores.
Amendment Response:	Staff does not believe the state should put any mandate or cap on local fees. As an example, the state hasn't raised local fees on the liquor licenses in a while and the cap on this one will still be there in 20 years when it doesn't cover the cost. There are still concerns that the venues allowed to participate are not further restricted and places were there are already safety concerns could be increased. Staff also believes the permit should end at 10pm as if they go to 2am then they are entering becoming a temporary bar. Staff also worry about this new permit producing a significant workload for processing.

Informational

Colorado Air Quality Control Commission (AQCC) Proposed Rules	In 2021, the Assembly passed HB21-1268 which required the Colorado Air Quality Control Commission (AQCC) to create new rules aimed at requiring "covered building owners" (commercial, multifamily, and public buildings 50,000 sq/ft and larger in Colorado) to reduce greenhouse gases (GHGs) by 7% by 2026, and 20% by 2030, below 2021 levels. HB21-1268 has two key exceptions for public buildings over the 50,000 square feet threshold. 1) Existing buildings are only required to comply with the emissions reduction requirements if improvements or renovations cost more than $500,000 <u>and</u> they cover more than 25% of the building's square footage. 2) If a local government does not comply, the Air Quality Control Commission (AQCC) is prohibited from levying fines or penalties. As this regulation would apply to public buildings, the City may be impacted. The City has registered as an "interested party" so that as we learn more about the potential impact of the regulation, the Committee is able to submit questions, comments, and take a position if the Committee decides to.

MEMORANDUM

City of Aurora

Worth Discovering • auroragov.org

TO: Federal, State and Intergovernmental Relations

THROUGH: Marshall P. Brown, General Manager, Aurora Water
Alex Davis, Deputy Director of Water Resources

FROM: Kathy Kitzmann, Water Resources Principal

DATE: February 24, 2023

SUBJECT: Aurora Water State Legislative Update

Below, please find the bill, a summary, position and rationale as recommended by Aurora Water.

Bill Name	SB23-150: Require Labeling Disposable Wipes
Sponsors	Roberts (D-Senate), Will (R-Senate), Froelich (D-House), Frizell (R-House)
Summary	Starting December 31, 2023, the bill requires each entity described below to label packages of premoistened, nonwoven disposable wipes (covered product) with the phrase “Do Not Flush”: • A manufacturer of a covered product that is sold or offered for sale in this state; and • A wholesaler, supplier, or retailer that is responsible for the labeling or packaging of a covered product. The bill specifies that a knowing or reckless violation of the requirements of the bill is a deceptive trade practice under the “Colorado Consumer Protection Act”.
Position Recommendation	Actively Support
Rationale	The bill supports providing quality municipal water services and ensures excellent infrastructure can be maintained and operated. Personal hygiene wipes can clog pipes and equipment creating costly problems for wastewater infrastructure. Labeling non-flushable wipes is one step toward awareness and part of the solution to preventing wastewater infrastructure damage. This is a national issue with similar bills enacted in other states.

Attached: SB23-150 Support Paper ERWSD_Do Not Flush Wipes 2023

First Regular Session
Seventy-fourth General Assembly
STATE OF COLORADO

INTRODUCED

LLS NO. 23-0311.01 Amber Paoloemilio x5497 **SENATE BILL 23-072**

SENATE SPONSORSHIP

Rodriguez,

HOUSE SPONSORSHIP

Epps and Soper,

Senate Committees
Judiciary

House Committees

A BILL FOR AN ACT

CONCERNING THE CONTINUATION OF THE DEFENSE COUNSEL ON FIRST APPEARANCE GRANT PROGRAM, AND, IN CONNECTION THEREWITH, IMPLEMENTING THE RECOMMENDATIONS IN THE 2022 SUNSET REPORT BY THE DEPARTMENT OF REGULATORY AGENCIES.

Bill Summary

(Note: This summary applies to this bill as introduced and does not reflect any amendments that may be subsequently adopted. If this bill passes third reading in the house of introduction, a bill summary that applies to the reengrossed version of this bill will be available at http://leg.colorado.gov/.)

Sunset Process - Senate Judiciary Committee. The bill continues the defense counsel on first appearance grant program until

September 1, 2028, subject to sunset review.

Be it enacted by the General Assembly of the State of Colorado:

SECTION 1. In Colorado Revised Statutes, 2-3-1203, **repeal** (14)(a)(VIII); and **add** (19)(a)(II) as follows:

2-3-1203. Sunset review of advisory committees - legislative declaration - definition - repeal. (14) (a) The following statutory authorizations for the designated advisory committees are scheduled for repeal on September 1, 2023:

(VIII) ~~The defense counsel on first appearance grant program created in section 24-32-123;~~

(19) (a) The following statutory authorizations for the designated advisory committees will repeal on September 1, 2028:

(II) THE DEFENSE COUNSEL ON FIRST APPEARANCE GRANT PROGRAM CREATED IN SECTION 24-32-123;

SECTION 2. In Colorado Revised Statutes, 24-32-123, **amend** (5) as follows:

24-32-123. Defense counsel on first appearance grant program - report - rules - definition - repeal. (5) This section is repealed, effective September 1, ~~2023~~ 2028. Before its repeal, the department of regulatory agencies shall review the grant program in accordance with section 2-3-1203.

SECTION 3. Act subject to petition - effective date. This act takes effect at 12:01 a.m. on the day following the expiration of the ninety-day period after final adjournment of the general assembly; except that, if a referendum petition is filed pursuant to section 1 (3) of article V of the state constitution against this act or an item, section, or part of this act within such period, then the act, item, section, or part will not take effect unless approved by the people at the general election to be held in November 2024 and, in such case, will take effect on the date of the official declaration of the vote thereon by the governor.

First Regular Session
Seventy-fourth General Assembly
STATE OF COLORADO

INTRODUCED

LLS NO. 23-0330.01 Zach Blaes x4348 **SENATE BILL 23-075**

SENATE SPONSORSHIP

Fields and Exum,

HOUSE SPONSORSHIP

Ricks,

Senate Committees
Judiciary

House Committees

A BILL FOR AN ACT

CONCERNING THE DELETION OF CHILDREN'S IDENTIFYING INFORMATION FROM CRIMINAL JUSTICE RECORDS RELEASED TO THE PUBLIC.

Bill Summary

(Note: This summary applies to this bill as introduced and does not reflect any amendments that may be subsequently adopted. If this bill passes third reading in the house of introduction, a bill summary that applies to the reengrossed version of this bill will be available at http://leg.colorado.gov.)

Current law requires that a child's name and identifying information be deleted from criminal justice records released to the public if the child was a victim of certain enumerated sexual offenses. The bill removes the limitation that a child be a victim of an enumerated sexual offense for the child's name and identifying information to be deleted

Shading denotes HOUSE amendment. Double underlining denotes SENATE amendment.
Capital letters or bold & italic numbers indicate new material to be added to existing law.
Dashes through the words or numbers indicate deletions from existing law.

from a criminal justice record released to the public. The bill also requires that the name and identifying information of a child who witnesses a criminal offense be deleted from criminal justice records released to the public.

Under current law, a criminal justice agency must make the notation "CHILD VICTIM" on a criminal justice record involving a child victim when the child victim's name is disclosed during proceedings related to the criminal justice record or when the child victim or child victim's guardian requests the notation. The bill requires that a criminal justice agency make the notation "CHILD WITNESS" on a criminal justice record involving a child witness under the same circumstances.

Be it enacted by the General Assembly of the State of Colorado:

SECTION 1. In Colorado Revised Statutes, 24-72-304, **amend** (4.5)(a) and (4.5)(c); and **repeal** (4.5)(b) as follows:

24-72-304. Inspection of criminal justice records. (4.5) (a) The name and any other information that would identify any child victim OR ANY CHILD WITNESS of offenses, alleged offenses, attempted offenses, or allegedly attempted offenses ~~identified in paragraph (b) of this subsection (4.5) or under paragraph (c) of this subsection (4.5)~~ shall be deleted from any criminal justice record prior to the release of ~~such~~ THE record to any individual or agency other than a criminal justice agency, ~~or~~ the named CHILD victim or CHILD victim's designee, ~~when such record bears the notation "CHILD VICTIM" required by this subsection (4.5)~~ THE NAMED CHILD WITNESS OR CHILD WITNESS'S DESIGNEE, OR EXCEPT WHEN SHARED PURSUANT TO SUBSECTION (4.5)(d) OF THIS SECTION.

(b) ~~A criminal justice agency or custodian of criminal justice records shall make the notation "CHILD VICTIM" on any record of official action and on the file containing such record when the official action is related to the commission or the alleged commission of any of the offenses in the following statutes:~~

~~(I) Part 4 of article 6 of title 18, C.R.S.;~~

~~(II) Internet sexual exploitation of a child under section 18-3-405.4, C.R.S.;~~

~~(III) Enticement of a child under section 18-3-305, C.R.S.;~~

~~(IV) Internet luring of a child under section 18-3-306, C.R.S.;~~

~~(V) Soliciting for child prostitution under section 18-7-402, C.R.S.;~~

~~(VI) Pandering of a child under section 18-7-403, C.R.S.;~~

~~(VII) Procurement of a child under section 18-7-403.5, C.R.S.;~~

~~(VIII) Keeping a place of child prostitution under section 18-7-404, C.R.S.;~~

~~(IX) Pimping of a child under section 18-7-405, C.R.S.;~~

~~(X) Inducement of child prostitution under section 18-7-405.5, C.R.S.;~~

~~(XI) Patronizing a prostituted child under section 18-7-406, C.R.S.;~~

~~(XII) Human trafficking of a minor for involuntary servitude under section 18-3-503, C.R.S.;~~

~~(XIII) Human trafficking of a minor for sexual servitude under section 18-3-504 (2), C.R.S.; and~~

~~(XIV) An attempt to commit any of the offenses listed in subparagraphs (I) to (XIII) of this paragraph (b).~~

(c) A criminal justice agency or custodian of criminal justice records shall make the notation "CHILD VICTIM" OR "CHILD WITNESS" on any record of official action and on the file containing ~~such~~ THE record when the official action involves a child victim OR CHILD WITNESS when:

(I) Any employee of the court, officer of the court, or judicial officer notifies ~~such~~ THE agency or custodian of the name of a child victim OR CHILD WITNESS when ~~such a~~ THE name is disclosed to or obtained by ~~such~~ THE employee or officer during the course of proceedings related to ~~such~~ THE official action; or

(II) The record or file contains the name of a child victim OR CHILD WITNESS and the child victim, THE CHILD WITNESS, or the child's legal guardian requests THAT the custodian of the criminal justice record ~~to~~ make such a notation.

SECTION 2. Act subject to petition - effective date. This act takes effect at 12:01 a.m. on the day following the expiration of the ninety-day period after final adjournment of the general assembly; except that, if a referendum petition is filed pursuant to section 1 (3) of article V of the state constitution against this act or an item, section, or part of this act within such period, then the act, item, section, or part will not take effect unless approved by the people at the general election to be held in November 2024 and, in such case, will take effect on the date of the official declaration of the vote thereon by the governor.

SB075_L.005

SENATE COMMITTEE OF REFERENCE AMENDMENT

Committee on Judiciary.

SB23-075 be amended as follows:

Amend printed bill, page 2, line 3, after "(4.5)(c);" insert "**add** (4.5)(a.5);".

Page 2, line 4, strike "The" and substitute "EXCEPT AS OTHERWISE PROVIDED IN THIS SECTION, the".

Page 2, after line 14 insert:

"(a.5) **Good cause exception.** DISCLOSURE OF THE NAME AND IDENTIFYING INFORMATION OF A CHILD VICTIM OR CHILD WITNESS IS PERMITTED ONLY WHEN AUTHORIZED BY A DISTRICT COURT FOR GOOD CAUSE AFTER NOTICE IS PROVIDED TO THE CHILD VICTIM, CHILD WITNESS, CHILD VICTIM'S LEGAL GUARDIAN, OR CHILD WITNESS'S LEGAL GUARDIAN AND A HEARING IS CONDUCTED. ANY PERSON MAY PETITION A DISTRICT COURT FOR THE DISCLOSURE OF THE NAME AND IDENTIFYING INFORMATION OF A CHILD WITNESS OR CHILD VICTIM. FOR PURPOSES OF THIS SUBSECTION (4.5)(a.5), "GOOD CAUSE" MEANS A FINDING THAT THE PERSON SEEKING DISCLOSURE HAS ESTABLISHED THAT THE PUBLIC INTEREST IN ACCESSING THE NAME AND IDENTIFYING INFORMATION OF A CHILD VICTIM OR CHILD WITNESS SUBSTANTIALLY OUTWEIGHS THE HARM TO THE PRIVACY INTEREST OF THE CHILD VICTIM, CHILD WITNESS, CHILD VICTIM'S LEGAL GUARDIAN, OR CHILD WITNESS'S LEGAL GUARDIAN.".

** *** ** *** **

First Regular Session
Seventy-fourth General Assembly
STATE OF COLORADO

INTRODUCTED

LLS NO. 23-0774.01 Chelsea Princell x4335 **HOUSE BILL 23-1153**

HOUSE SPONSORSHIP

Armagost and Amabile,

SENATE SPONSORSHIP

(None),

House Committees
Public & Behavioral Health & Human Services

Senate Committees

A BILL FOR AN ACT

CONCERNING A FEASIBILITY STUDY TO DETERMINE PATHWAYS TO BEHAVIORAL HEALTH CARE FOR PEOPLE WITH SERIOUS MENTAL ILLNESS.

Bill Summary

(Note: This summary applies to this bill as introduced and does not reflect any amendments that may be subsequently adopted. If this bill passes third reading in the house of introduction, a bill summary that applies to the reengrossed version of this bill will be available at http://leg.colorado.gov.)

The bill requires the state department of human services (state department) to contract with an independent third party to conduct a feasibility study to determine the feasibility of creating a system to support individuals with serious mental illness through a collaboration between Colorado's behavioral health and judicial systems.

The bill requires the state department to work with the behavioral health administration, department of local affairs, department of public safety, department of health care policy and financing, judicial department, and other state agencies to determine the eligibility requirements and application process for selecting the independent third party.

The bill requires the state department to submit a report detailing the findings and recommendations from the feasibility study to the general assembly, the governor's office, and impacted state agencies by December 31, 2023.

Be it enacted by the General Assembly of the State of Colorado:

SECTION 1. In Colorado Revised Statutes, **add** 27-60-115 as follows:

27-60-115. Behavioral health care feasibility study - authority to contract - report. (1) THE OFFICE THAT OVERSEES CIVIL AND FORENSIC MENTAL HEALTH IN THE STATE DEPARTMENT SHALL CONTRACT WITH AN INDEPENDENT THIRD PARTY TO CONDUCT A FEASIBILITY STUDY FOCUSING ON THE INTERSECTION OF COLORADO'S BEHAVIORAL HEALTH SERVICE AVAILABILITY AND JUDICIAL SYSTEM TO DETERMINE THE FEASIBILITY OF ESTABLISHING A SYSTEM TO SUPPORT INDIVIDUALS WITH SERIOUS MENTAL ILLNESS' ACCESS TO VOLUNTARY AND INVOLUNTARY BEHAVIORAL HEALTH CARE AND HOUSING SUPPORT SERVICES.

(2) THE STATE DEPARTMENT SHALL AWARD THE CONTRACT PURSUANT TO A REQUEST FOR PROPOSAL AS DESCRIBED IN SECTION 24-103-203. THE STATE DEPARTMENT, IN COORDINATION WITH THE BEHAVIORAL HEALTH ADMINISTRATION, DEPARTMENT OF LOCAL AFFAIRS, DEPARTMENT OF PUBLIC SAFETY, DEPARTMENT OF HEALTH CARE POLICY AND FINANCING, JUDICIAL DEPARTMENT, AND OTHER STATE AGENCIES, AS NEEDED, SHALL DETERMINE THE QUALIFICATIONS FOR THE INDEPENDENT THIRD PARTY AND THE PROCESS FOR INTERESTED INDEPENDENT THIRD

PARTIES TO APPLY.

(3) AT A MINIMUM, THE STATE DEPARTMENT SHALL CONSIDER AND DETERMINE THE FOLLOWING ON A STATEWIDE BASIS WHEN DEVELOPING CRITERIA FOR THE FEASIBILITY STUDY:

(a) THE NUMBER OF UNHOUSED PERSONS LIVING WITH SERIOUS MENTAL ILLNESS;

(b) THE CURRENT BED CAPACITY FOR INPATIENT PSYCHIATRIC UNITS;

(c) APPROPRIATE READMISSION DATA FOR PEOPLE WHO ARE CYCLING IN AND OUT OF SHORT-TERM PSYCHIATRIC HOSPITAL STAYS;

(d) BARRIERS DUE TO PAYMENT SOURCES IN ACCESSING TREATMENT BEDS;

(e) CURRENT BED CAPACITY FOR STEP-DOWN FACILITIES, INCLUDING, BUT NOT LIMITED TO, OUTPATIENT UNITS WITH SUPPORTIVE SERVICES FOR PERSONS LIVING WITH SERIOUS MENTAL ILLNESS, INCLUDING PERMANENT SUPPORTIVE HOUSING;

(f) CURRENT BEHAVIORAL HEALTH-CARE WORKFORCE SHORTAGE NUMBERS;

(g) CURRENT CAPACITY OF COMMUNITY-BASED SERVICES RELEVANT FOR PERSONS LIVING WITH SERIOUS MENTAL ILLNESS;

(h) GAPS BETWEEN THE NUMBER OF UNHOUSED PERSONS LIVING WITH SERIOUS MENTAL ILLNESS AND CURRENT STATEWIDE INFRASTRUCTURE CONCERNING THE INFORMATION DESCRIBED IN SUBSECTIONS (3)(a) TO (3)(g) OF THIS SECTION;

(i) THE COST TO THE STATE IF THE STATE PROVIDED FUNDING TO ALLOW LONGER TREATMENT STAYS UNDER THE CURRENT BEHAVIORAL HEALTH SYSTEM;

(j) THE CAPACITY OF THE JUDICIAL SYSTEM, INCLUDING THE CIVIL SYSTEM, BY JUDICIAL DISTRICT, TO MEET EXISTING DEMAND FOR DIVERSION, COURT-ORDERED CARE PLANS, PETITIONS OF COURT-ORDERED PLANS, AND GUARDIANSHIP PROCEEDINGS;

(k) JUDICIAL PROCESSES RELATED TO DIVERSION, COURT-ORDERED CARE PLANS, PETITIONS OF COURT-ORDERED PLANS, GUARDIANSHIP PROCEEDINGS, AND ENSURING CONSTITUTIONAL RIGHTS;

(l) CURRENT DEMAND AND CAPACITY FOR STATEWIDE GUARDIANSHIP SERVICES DISAGGREGATED BY PUBLIC AND PRIVATE GUARDIANSHIP;

(m) METHODOLOGY THAT ILLUSTRATES POTENTIAL COST SAVINGS AND COST AVOIDANCE ASSOCIATED WITH DIVERSION, TREATMENT, COMMUNITY-BASED SERVICES, AND SUPPORTIVE HOUSING INTERVENTIONS;

(n) PERSPECTIVES OF INDIVIDUALS WITH LIVED EXPERIENCES; AND

(o) DETAILED INFORMATION ABOUT APPROACHES OTHER STATES ARE TAKING TO REMEDY THE ISSUES AND CONCERNS IDENTIFIED BY EXPLORING THE ITEMS LISTED IN THIS SUBSECTION (3).

(4) ON OR BEFORE DECEMBER 31, 2023, THE STATE DEPARTMENT SHALL SUBMIT A REPORT DETAILING THE FINDINGS AND RECOMMENDATIONS FROM THE FEASIBILITY STUDY TO THE GENERAL ASSEMBLY, THE GOVERNOR'S OFFICE, AND ANY IMPACTED STATE AGENCY THAT INCLUDES, BUT IS NOT LIMITED TO, THE BEHAVIORAL HEALTH ADMINISTRATION, DEPARTMENT OF LOCAL AFFAIRS, DEPARTMENT OF PUBLIC SAFETY, AND JUDICIAL DEPARTMENT.

SECTION 2. Safety clause. The general assembly hereby finds, determines, and declares that this act is necessary for the immediate preservation of the public peace, health, or safety.

First Regular Session
Seventy-fourth General Assembly
STATE OF COLORADO

INTRODUCED

LLS NO. 23-0283.01 Jery Payne x2157

SENATE BILL 23-059

SENATE SPONSORSHIP

Baisley and Roberts, Rich

HOUSE SPONSORSHIP

Catlin and McLachlan, Bradley, Holtorf, Joseph, Taggart, Velasco, Weinberg, Wilson

Senate Committees
Agriculture & Natural Resources
Finance

House Committees

A BILL FOR AN ACT

CONCERNING PROVIDING FUNDING TO LOCAL GOVERNMENTS TO SUPPORT ACCESS TO STATE-OWNED OUTDOOR RECREATIONAL AREAS.

Bill Summary

(Note: This summary applies to this bill as introduced and does not reflect any amendments that may be subsequently adopted. If this bill passes third reading in the house of introduction, a bill summary that applies to the reengrossed version of this bill will be available at http://leg.colorado.gov.)

The bill creates the state park and wildlife area access grant program (program), which reimburses local governments for access route maintenance, construction, service, and operational work resulting from people visiting state parks and wildlife areas. The program is administered by the division of parks and wildlife (division) and the parks

and wildlife commission (commission). In connection with the program, the bill:

- Using overflow money from the keep Colorado wild pass, helps finance local governments' maintenance and operation of access routes. A local government must use the grant money to support direct access to state parks and wildlife areas. Supporting direct access may include maintaining and constructing local roads, bicycle lanes, or other recreational access routes or providing or facilitating shuttle operations.
- Requires the commission to promulgate rules, in collaboration with and after consultation with affected local governments, to establish the process for local governments to apply for grants, the criteria for awarding grants, and the criteria for determining the amount of grant money to be awarded;
- Creates a grant review committee (committee) to make recommendations to the division; and
- Authorizes a local government to request that the state park or wildlife area charge an additional per vehicle fee, not to exceed $2, to visit. Upon the request, the commission may establish the fee, which will be transferred to the local government to maintain and operate access routes. The fee will be adjusted every 5 years for inflation or deflation.

The grant review committee consists of the following 5 members:

- 3 representatives of local governments from different geographic areas of Colorado, one of whom must be a county commissioner;
- One representative of the commission; and
- One representative of the division.

The members of the committee serve without additional compensation from the state. The committee will review grant applications and make recommendations to the division. The committee is repealed on September 1, 2032, but before the repeal, the department of regulatory agencies will review the committee in accordance with the sunset process.

On or before November 1, 2025, and on or before November 1 of each subsequent year, the division will report about the implementation of the bill to a joint session of the house of representatives agriculture, water, and natural resources committee and the senate agriculture and natural resources committee. The report must include a list of local governments and access projects that received grants and the amount of grant money that each local government and access project received.

Be it enacted by the General Assembly of the State of Colorado:

SECTION 1. Legislative declaration. (1) The general assembly finds and declares that:

(a) Colorado's great outdoors and wildlife are among the state's most treasured resources, enhancing Coloradans' quality of life, bringing prosperity to the state and its residents, and representing the fabric of the state;

(b) Rapid increase in demand for outdoor recreation is challenging local governments' ability to maintain access;

(c) Despite tremendous growth in outdoor recreation, existing funding to support the variety of ways Colorado families access our state parks and wildlife areas is insufficient;

(d) This leads to increased barriers for families and can deter visitors from accessing state parks and wildlife areas;

(e) Local governments share the access goals of the state and rely on a financial partnership to help meet the demand and ensure Colorado's outdoors are accessible to all;

(f) A grant program supporting local access multimodal solutions using some of the proceeds from the keep Colorado wild pass honors the shared financial partnerships between the state and local governments;

(g) The keep Colorado wild pass pricing study indicates that the $29 price point for the new pass will result in 770,000 to 1.9 million keep Colorado wild passes sold in the first year, and these sales equate to between $22 million and $55 million in funding to support Colorado's outdoor areas;

(h) The study also estimates that visitation will increase between 6 million and 11 million visits per year, or between 31% and 57% from fiscal year 2020-21 visitation counts;

(i) The study concludes that "high visitation (particularly in certain parks) is salient both in the minds of park managers and at least some Colorado residents. Strategies for managing visitation should be considered in conjunction with pass planning"; and

(j) Establishing a grant program, along with the ability to implement a new fee on daily vehicle passes, provides local governments with the tools to manage the access demands that continue to increase with the growing enjoyment of Colorado's outdoor spaces.

SECTION 2. In Colorado Revised Statutes, **add** 33-10-117 and 33-10-118 as follows:

33-10-117. State park and wildlife area access grant program - fund - definitions - rules - repeal. (1) THE STATE PARK AND WILDLIFE AREA ACCESS GRANT PROGRAM IS CREATED TO REIMBURSE LOCAL GOVERNMENTS FOR MAINTENANCE, CONSTRUCTION, SERVICE, AND OPERATIONAL WORK RESULTING FROM PEOPLE VISITING STATE PARKS AND WILDLIFE AREAS. THE PROGRAM IS ADMINISTERED BY THE DIVISION AND THE COMMISSION IN ACCORDANCE WITH THIS SECTION.

(2) (a) THE STATE PARK AND WILDLIFE AREA ACCESS GRANT FUND IS CREATED IN THE STATE TREASURY. THE FUND CONSISTS OF MONEY CREDITED TO THE FUND IN ACCORDANCE WITH THIS SECTION AND SECTION 33-12-108 (4)(e)(III)(A) AND ANY OTHER MONEY THAT THE GENERAL ASSEMBLY MAY APPROPRIATE OR TRANSFER TO THE FUND.

(b) THE STATE TREASURER SHALL CREDIT ALL INTEREST AND INCOME DERIVED FROM THE DEPOSIT AND INVESTMENT OF MONEY IN THE FUND TO THE FUND.

(c) (I) THE MONEY IN THE FUND IS SUBJECT TO ANNUAL APPROPRIATION BY THE GENERAL ASSEMBLY.

(II) THE DIVISION SHALL USE THE MONEY APPROPRIATED BY THE GENERAL ASSEMBLY IN THE FUND TO AWARD GRANTS TO LOCAL GOVERNMENTS IN ACCORDANCE WITH SUBSECTION (3) OF THIS SECTION AND THE RULES PROMULGATED IN ACCORDANCE WITH SUBSECTION (3) OF THIS SECTION; EXCEPT THAT, UNTIL THE FIRST FISCAL YEAR IN WHICH MONEY IS TRANSFERRED TO THE FUND IN ACCORDANCE WITH SECTION 33-12-108 (4)(e)(III)(A), THE DIVISION SHALL NOT AWARD GRANTS.

(III) THE DIVISION MAY ALSO USE MONEY APPROPRIATED BY THE GENERAL ASSEMBLY FROM THE FUND TO PAY THE COST OF ADMINISTERING THIS SECTION.

(3) (a) BY DECEMBER 31, 2023, THE COMMISSION SHALL PROMULGATE RULES, IN COLLABORATION WITH AND AFTER CONSULTATION WITH AFFECTED LOCAL GOVERNMENTS, ESTABLISHING THE PROCESS FOR LOCAL GOVERNMENTS TO APPLY FOR GRANTS, THE CRITERIA FOR AWARDING GRANTS FROM THE MONEY IN THE FUND AND FOR DETERMINING THE AMOUNT OF GRANT MONEY TO BE AWARDED TO LOCAL GOVERNMENTS THAT ARE RESPONSIBLE FOR MAINTAINING RECREATIONAL ACCESS ROUTES, AND THE PROCESS FOR OBTAINING RECOMMENDATIONS FROM THE GRANT REVIEW COMMITTEE PURSUANT TO SECTION 33-10-118 (4). THE RULES MUST INCLUDE:

(I) A REQUIREMENT THAT, IN AWARDING GRANTS, CONSIDERATION BE GIVEN TO THE NUMBER OF VISITORS TO A STATE PARK OR WILDLIFE AREA THAT REQUIRES USE OF A RECREATIONAL ACCESS ROUTE LOCATED WITHIN THE BOUNDARIES OF OR REQUIRED TO BE MAINTAINED OR CONSTRUCTED BY THE LOCAL GOVERNMENT AND WHETHER THE LOCAL GOVERNMENT HAS REQUESTED AND RECEIVED THE ADDITIONAL FEE AUTHORIZED BY AND COLLECTED UNDER SUBSECTIONS (4) AND (5) OF THIS

SECTION, RESPECTIVELY;

(II) THE ABILITY FOR A LOCAL GOVERNMENT GRANTEE TO USE GRANT MONEY AS A MATCH TO MONEY AVAILABLE UNDER FEDERAL LAND ACCESS PROGRAMS;

(III) GUIDANCE ON DETERMINING WHICH RECREATIONAL ACCESS ROUTES ARE ELIGIBLE FOR GRANTS; AND

(IV) A PROCESS FOR AWARDING SHORT-TERM AND LONG-TERM GRANTS FOR PROJECTS OF DIFFERENT DURATIONS.

(b) (I) A LOCAL GOVERNMENT SEEKING A GRANT MUST APPLY TO THE DIVISION IN THE MANNER SPECIFIED BY THE COMMISSION BY RULE. TO BE ELIGIBLE FOR A GRANT, A LOCAL GOVERNMENT MUST BE RESPONSIBLE FOR MAINTAINING OR CONSTRUCTING A RECREATIONAL ACCESS ROUTE.

(II) THE LOCAL GOVERNMENT SHALL USE ANY GRANT RECEIVED UNDER THIS SECTION TO SUPPORT DIRECT ACCESS TO STATE PARKS AND WILDLIFE AREAS. SUPPORTING DIRECT ACCESS MAY INCLUDE MAINTAINING AND CONSTRUCTING LOCAL ROADS, BICYCLE LANES, OR OTHER RECREATIONAL ACCESS ROUTES OR PROVIDING OR FACILITATING SHUTTLE OPERATIONS OR OTHER TYPES OF ACCESS THAT SERVE TO TRANSPORT INDIVIDUALS TO AN ENTRY POINT OF A STATE PARK OR WILDLIFE AREA.

(c) (I) WHEN AWARDING GRANTS, THE DIVISION SHALL FOLLOW THE RECOMMENDATIONS OF THE GRANT REVIEW COMMITTEE UNLESS THE DIVISION MAKES A FINDING THAT A RECOMMENDATION IS BASED ON A FACTUAL ERROR, HAS A LEGAL DEFICIENCY, OR WOULD BE DETRIMENTAL TO THE PURPOSES OF THIS TITLE 33.

(II) THIS SUBSECTION (3)(c) IS REPEALED, EFFECTIVE SEPTEMBER 1, 2032.

(4) (a) UPON REQUEST OF ONE OR MORE LOCAL GOVERNMENTS

THAT ARE RESPONSIBLE FOR RECREATIONAL ACCESS ROUTES TO A STATE PARK THAT ARE LOCATED WITHIN THE GEOGRAPHIC BOUNDARIES OF THE LOCAL GOVERNMENTS, THE COMMISSION MAY ESTABLISH, BY RULE, AN ADDITIONAL FEE, CHARGED ON A DAILY VEHICLE PASS, TO USE THE STATE PARK. THE DIVISION SHALL NOT COLLECT THE FEE FROM A STATE PARK VISITOR WHO HOLDS AN ANNUAL OR LIFETIME PASS TO VISIT STATE PARKS. THE COMMISSION SHALL NOT UNREASONABLY WITHHOLD APPROVAL OF A REQUEST TO CREATE THE FEE.

(b) THE RULES PROMULGATED BY THE COMMISSION MUST SET THE FEE SO THAT THE FEE:

(I) DOES NOT EXCEED TWO DOLLARS, BUT THE COMMISSION SHALL ADJUST THE FEE EVERY FIVE YEARS TO ACCOUNT FOR INFLATION OR DEFLATION AS PROVIDED IN SUBSECTION (4)(c) OF THIS SECTION, AND THE ADJUSTMENT MAY ALLOW THE FEE TO EXCEED TWO DOLLARS; AND

(II) IS ROUNDED TO THE NEAREST DOLLAR.

(c) IN CALCULATING INFLATION OR DEFLATION, THE COMMISSION SHALL USE THE STATISTICS PUBLISHED BY THE COLORADO DEPARTMENT OF TRANSPORTATION AS THE CONSTRUCTION COST INDEX.

(5) (a) BEGINNING JANUARY 1, 2024, THE DIVISION SHALL COLLECT ANY FEE ESTABLISHED UNDER SUBSECTION (4) OF THIS SECTION FROM EACH PERSON USING A DAILY VEHICLE PASS THAT VISITS A STATE PARK FOR WHICH AN ADDITIONAL FEE HAS BEEN ESTABLISHED AND SHALL TRANSFER THE FEE TO THE LOCAL GOVERNMENT THAT REQUESTED THE FEE AND IS RESPONSIBLE FOR THE RECREATIONAL ACCESS ROUTE. IF A STATE PARK HAS MULTIPLE RECREATIONAL ACCESS ROUTES THAT ARE MAINTAINED BY MULTIPLE LOCAL GOVERNMENTS, ALL OF WHICH REQUESTED THE ADDITIONAL FEE PURSUANT TO SUBSECTION (4)(a) OF THIS

SECTION, THE LOCAL GOVERNMENTS SHALL DETERMINE BY AGREEMENT HOW THE FEE REVENUE IS TO BE APPORTIONED, AND THE DIVISION SHALL NOT DISTRIBUTE THE FEE REVENUE TO THE LOCAL GOVERNMENTS UNTIL THE LOCAL GOVERNMENTS HAVE PROVIDED THE DIVISION WITH THE AGREEMENT.

(b) A LOCAL GOVERNMENT SHALL USE ANY FEE RECEIVED UNDER THIS SUBSECTION (5) TO SUPPORT ACCESS TO STATE PARKS AND WILDLIFE AREAS. SUPPORTING ACCESS MAY INCLUDE MAINTAINING AND CONSTRUCTING LOCAL ROADS, BICYCLE LANES, SHUTTLE OPERATIONS, AND MULTIMODAL ACCESS ROUTES.

(6) AS USED IN THIS SECTION, UNLESS THE CONTEXT OTHERWISE REQUIRES:

(a) "DAILY VEHICLE PASS" MEANS ANY FEE PAID BY A VISITOR TO A STATE PARK ASSESSED ON A DAILY BASIS AND BASED ON A MOTOR VEHICLE ENTERING THE STATE PARK.

(b) "FEE" MEANS THE FEE ESTABLISHED UNDER SUBSECTION (4) OF THIS SECTION.

(c) "FUND" MEANS THE STATE PARK AND WILDLIFE AREA ACCESS GRANT FUND CREATED IN SUBSECTION (2) OF THIS SECTION.

(d) "GRANT" MEANS A GRANT FROM THE FUND AWARDED UNDER SUBSECTION (3) OF THIS SECTION.

(e) "GRANT REVIEW COMMITTEE" MEANS THE LOCAL GOVERNMENT ACCESS GRANT REVIEW COMMITTEE CREATED IN SECTION 33-10-118.

(f) "LOCAL GOVERNMENT" MEANS A CITY, COUNTY, CITY AND COUNTY, OR SPECIAL DISTRICT OF THIS STATE.

(g) "RECREATIONAL ACCESS ROUTE" MEANS A RIGHT-OF-WAY, INCLUDING A BIKE OR PEDESTRIAN PATH, THAT IS NORMALLY USED TO

TRAVEL TO OR FROM A STATE PARK OR WILDLIFE AREA.

33-10-118. Local government access grant review committee - membership - repeal. (1) THERE IS CREATED IN THE DIVISION THE LOCAL GOVERNMENT ACCESS GRANT REVIEW COMMITTEE, REFERRED TO IN THIS SECTION AS THE "COMMITTEE".

(2) (a) THE COMMITTEE CONSISTS OF FIVE MEMBERS APPOINTED AS FOLLOWS:

(I) AFTER CONSULTING WITH A STATEWIDE ASSOCIATION OF COUNTIES, MUNICIPALITIES, AND SPECIAL DISTRICTS, THE DIRECTOR SHALL APPOINT THREE REPRESENTATIVES, ONE OF WHOM MUST BE A COUNTY COMMISSIONER, OF LOCAL GOVERNMENTS FROM DIFFERENT GEOGRAPHIC AREAS OF COLORADO;

(II) THE COMMISSION SHALL APPOINT ONE REPRESENTATIVE OF THE COMMISSION; AND

(III) THE DIRECTOR SHALL APPOINT ONE REPRESENTATIVE OF THE DIVISION.

(b) THE DIRECTOR AND THE COMMISSION SHALL MAKE THE INITIAL APPOINTMENTS TO THE COMMITTEE NO LATER THAN OCTOBER 1, 2023.

(c) EACH MEMBER OF THE COMMITTEE SERVES AT THE PLEASURE OF THE AGENCY THAT OR OFFICIAL WHO APPOINTED THE MEMBER. THE TERM OF APPOINTMENT IS FOUR YEARS FOR THE MEMBERS APPOINTED UNDER SUBSECTION (2)(a)(I) OF THIS SECTION; EXCEPT THAT THE TERM OF ONE MEMBER INITIALLY APPOINTED UNDER SUBSECTION (2)(a)(I) OF THIS SECTION IS TWO YEARS, AND THE TERM OF ANOTHER MEMBER INITIALLY APPOINTED UNDER SUBSECTION (2)(a)(I) OF THIS SECTION IS THREE YEARS. THE MEMBERS APPOINTED UNDER SUBSECTION (2)(a)(I) OF THIS SECTION MAY SERVE NO MORE THAN EIGHT CONSECUTIVE YEARS. THE DIRECTOR

SHALL DETERMINE WHICH MEMBER HAS AN INITIAL TERM OF TWO YEARS AND WHICH MEMBER HAS AN INITIAL TERM OF THREE YEARS. THE MEMBERS APPOINTED UNDER SUBSECTIONS (2)(a)(II) AND (2)(a)(III) OF THIS SECTION DO NOT HAVE TERMS, SERVING AT THE PLEASURE OF THE COMMISSION AND THE DIRECTOR, RESPECTIVELY.

(d) THE MEMBERS APPOINTED UNDER SUBSECTION (2)(a)(I) OF THIS SECTION SERVE WITHOUT COMPENSATION FROM THE STATE AND WITHOUT REIMBURSEMENT FOR EXPENSES FROM THE STATE. THE MEMBERS APPOINTED UNDER SUBSECTION (2)(a)(I) OF THIS SECTION MAY BE EMPLOYEES OF THE STATE OF COLORADO, BUT SERVE WITHOUT ADDITIONAL COMPENSATION FROM THE STATE AND WITHOUT REIMBURSEMENT FOR EXPENSES FROM THE STATE.

(3) (a) THE DIRECTOR SHALL ORGANIZE AND CALL THE FIRST MEETING OF THE COMMITTEE BY NOVEMBER 1, 2023.

(b) THE COMMITTEE SHALL ELECT A CHAIR FROM AMONG ITS MEMBERS.

(c) THE COMMITTEE SHALL MEET AS NECESSARY TO COMPLETE ITS DUTIES.

(4) THE COMMITTEE SHALL REVIEW GRANT APPLICATIONS SUBMITTED UNDER SECTION 33-10-117 AND, IN ACCORDANCE WITH THIS SECTION, SECTION 33-10-117, AND THE RULES OF THE COMMISSION:

(a) RECOMMEND THE APPROVAL OF OR DENIAL OF GRANTS;

(b) RECOMMEND THE AMOUNT TO BE AWARDED FOR AN APPROVED GRANT; AND

(c) GIVE THE DIVISION AND THE LOCAL GOVERNMENT APPLYING FOR THE GRANT A WRITTEN STATEMENT OF ITS RECOMMENDATIONS, INCLUDING THE REASONS FOR RECOMMENDING THE APPROVAL OR DENIAL

OF THE GRANT APPLICATION AND, IF RECOMMENDING APPROVAL, THE AMOUNT THE COMMITTEE RECOMMENDS BE AWARDED TO THE LOCAL GOVERNMENT.

(5) UPON REQUEST BY THE COMMITTEE, THE DIRECTOR SHALL PROVIDE OFFICE SPACE, EQUIPMENT, AND STAFF SERVICES AS MAY BE NECESSARY TO IMPLEMENT THIS SECTION. SUBJECT TO APPROPRIATION BY THE GENERAL ASSEMBLY, THE DIRECTOR MAY BE REIMBURSED BY THE FUND CREATED IN SECTION 33-10-117 FOR THE PROVISION OF ANY OFFICE SPACE, EQUIPMENT, OR STAFF SERVICES.

(6) THIS SECTION IS REPEALED, EFFECTIVE SEPTEMBER 1, 2032. BEFORE ITS REPEAL, THIS SECTION IS SCHEDULED FOR REVIEW IN ACCORDANCE WITH SECTION 2-3-1203.

SECTION 3. In Colorado Revised Statutes, 2-3-1203, **add** (23.5)(a)(II) as follows:

2-3-1203. Sunset review of advisory committees - legislative declaration - definition - repeal. (23.5) (a) The following statutory authorizations for the designated advisory committees will repeal on September 1, 2032:

(II) THE LOCAL GOVERNMENT ACCESS GRANT REVIEW COMMITTEE, CREATED IN SECTION 33-10-118.

SECTION 4. In Colorado Revised Statutes, 33-12-108, **repeal** (4)(e)(II); and **add** (4)(e)(III) as follows:

33-12-108. Keep Colorado wild pass - assess with vehicle registration - option to decline to pay - rules - short title - legislative declaration - definitions. (4) (e) The state treasurer shall credit the pass fees that the executive director of the department of revenue transmits pursuant to subsection (4)(d) of this section in each state fiscal year as follows:

~~(II) After making the allocations under subsection (4)(e)(I) of this section, the state treasurer shall credit one-half of any remaining money to the wildlife cash fund and one-half of any remaining money to the parks and outdoor recreation cash fund in furtherance of the goals set forth in subsections (2)(a)(IV)(E) to (2)(a)(IV)(J) of this section.~~

(III) ON AND AFTER THE EFFECTIVE DATE OF THIS SUBSECTION (4)(e)(III), AFTER MAKING THE ALLOCATIONS UNDER SUBSECTION (4)(e)(I) OF THIS SECTION, THE STATE TREASURER SHALL CREDIT:

(A) ONE-HALF OF ANY REMAINING MONEY TO THE STATE PARK AND WILDLIFE AREA ACCESS GRANT FUND CREATED IN SECTION 33-10-117 (2); AND

(B) ONE-QUARTER OF ANY REMAINING MONEY TO THE WILDLIFE CASH FUND AND ONE-QUARTER OF ANY REMAINING MONEY TO THE PARKS AND OUTDOOR RECREATION CASH FUND IN FURTHERANCE OF THE GOALS SET FORTH IN SUBSECTIONS (2)(a)(IV)(E) TO (2)(a)(IV)(J) OF THIS SECTION.

SECTION 5. In Colorado Revised Statutes, 33-4-121, **add** (1)(a)(II.5) as follows:

33-4-121. Reporting by division - license fee increases - division-managed lands - keep Colorado wild pass - grants - repeal. (1) (a) (II.5) ON OR BEFORE NOVEMBER 1, 2025, AND ON OR BEFORE NOVEMBER 1 OF EACH YEAR THEREAFTER, THE DIVISION SHALL PREPARE A WRITTEN REPORT, TO BE ATTACHED TO THE WRITTEN REPORT PREPARED IN ACCORDANCE WITH SUBSECTIONS (1)(a)(I) AND (1)(b) OF THIS SECTION, REGARDING THE IMPLEMENTATION OF SECTION 33-10-117, INCLUDING THE LIST OF LOCAL GOVERNMENTS AND ACCESS PROJECTS THAT RECEIVED

GRANTS AND THE AMOUNT OF THE GRANT THAT EACH LOCAL GOVERNMENT AND ACCESS PROJECT RECEIVED.

SECTION 6. Act subject to petition - effective date. This act takes effect at 12:01 a.m. on the day following the expiration of the ninety-day period after final adjournment of the general assembly; except that, if a referendum petition is filed pursuant to section 1 (3) of article V of the state constitution against this act or an item, section, or part of this act within such period, then the act, item, section, or part will not take effect unless approved by the people at the general election to be held in November 2024 and, in such case, will take effect on the date of the official declaration of the vote thereon by the governor.

First Regular Session
Seventy-fourth General Assembly
STATE OF COLORADO

INTRODUCED

LLS NO. 23-0338.01 Yelana Love x2295

SENATE BILL 23-150

SENATE SPONSORSHIP

Roberts and Will, Kolker

HOUSE SPONSORSHIP

Froelich and Frizell, Lukens

Senate Committees
Business, Labor, & Technology

House Committees

A BILL FOR AN ACT

CONCERNING A REQUIREMENT THAT CERTAIN PERSONS LABEL DISPOSABLE WIPES.

Bill Summary

(Note: This summary applies to this bill as introduced and does not reflect any amendments that may be subsequently adopted. If this bill passes third reading in the house of introduction, a bill summary that applies to the reengrossed version of this bill will be available at http://leg.colorado.gov.)

Starting December 31, 2023, the bill requires each entity described below to label packages of premoistened, nonwoven disposable wipes (covered product) with the phrase "Do Not Flush":

- A manufacturer of a covered product that is sold or offered for sale in this state; and
- A wholesaler, supplier, or retailer that is responsible for the

labeling or packaging of a covered product.

The bill specifies that a knowing or reckless violation of the requirements of the bill is a deceptive trade practice under the "Colorado Consumer Protection Act".

Be it enacted by the General Assembly of the State of Colorado:

SECTION 1. In Colorado Revised Statutes, **add** article 18.9 to title 25 as follows:

ARTICLE 18.9

Disposable Wipes

25-18.9-101. Legislative declaration. (1) THE GENERAL ASSEMBLY HEREBY FINDS AND DECLARES THAT:

(a) OVER THE PAST SEVERAL YEARS, CONSUMER DEMAND FOR PREMOISTENED, DISPOSABLE WIPE PRODUCTS, INCLUDING BABY WIPES, SURFACE CLEANING WIPES, HAND SANITIZING WIPES, AND MAKEUP REMOVAL WIPES, HAS SIGNIFICANTLY INCREASED;

(b) THESE WIPE PRODUCTS ARE COMPOSED, ENTIRELY OR IN PART, OF PETROCHEMICAL-DERIVED FIBERS THAT WERE NEVER DESIGNED TO BE FLUSHED DOWN TOILETS;

(c) CONSUMER CONFUSION HAS RESULTED IN MILLIONS OF THESE NONFLUSHABLE WIPES BEING IMPROPERLY DISPOSED OF BY BEING FLUSHED DOWN TOILETS;

(d) WIPES THAT WERE NOT DESIGNED TO BE FLUSHED DO NOT BREAK DOWN LIKE TOILET PAPER, SO WHEN IMPROPERLY DISPOSED OF IN TOILETS, THE WIPES OFTEN CAUSE SEWER BLOCKAGE AND OVERFLOW, CLOG PIPES AND MECHANICAL EQUIPMENT, RELEASE PLASTIC MATERIALS AND WASTEWATER INTO WATERWAYS, AND BLOCK PRIVATE DRAIN LINES, WHICH CAN RESULT IN FLOODED HOMES AND BUSINESSES;

(e) THE NATIONAL ASSOCIATION OF CLEAN WATER AGENCIES HAS DETERMINED THAT UNITED STATES MUNICIPALITIES AND WASTEWATER TREATMENT PROVIDERS INCUR COSTS IN EXCESS OF ONE BILLION DOLLARS ANNUALLY ON MAINTENANCE TO REMOVE CLOGS CAUSED BY WIPES; AND

(f) CLEAR "DO NOT FLUSH" LABELING ON THE PACKAGES FOR WIPES THAT ARE NOT DESIGNED TO BE FLUSHED IS A CRITICAL STEP IN HELPING CONSUMERS PRACTICE RESPONSIBLE FLUSHING HABITS, WHICH IN TURN LEADS TO HEALTHIER HOMES AND COMMUNITIES AND THE PROTECTION OF THE ENVIRONMENT, WATERWAYS, AND PUBLIC INFRASTRUCTURE USED FOR THE COLLECTION, TRANSPORT, AND TREATMENT OF WASTEWATER.

25-18.9-102. Definitions. AS USED IN THIS ARTICLE 18.9:

(1) "COVERED ENTITY" MEANS:

(a) THE MANUFACTURER OF A COVERED PRODUCT THAT IS SOLD OR OFFERED FOR SALE IN THIS STATE; AND

(b) A WHOLESALER, SUPPLIER, OR RETAILER THAT IS RESPONSIBLE FOR THE LABELING OR PACKAGING OF A COVERED PRODUCT.

(2) (a) "COVERED PRODUCT" MEANS A CONSUMER PRODUCT SOLD OR OFFERED FOR SALE IN THIS STATE THAT IS:

(I) A PREMOISTENED, NONWOVEN DISPOSABLE WIPE MARKETED AS A BABY WIPE OR DIAPERING WIPE; OR

(II) A PREMOISTENED, NONWOVEN DISPOSABLE WIPE THAT IS:

(A) COMPOSED ENTIRELY OF OR IN PART OF PETROCHEMICAL-DERIVED FIBERS; AND

(B) LIKELY TO BE USED IN A BATHROOM WITH SIGNIFICANT POTENTIAL TO BE FLUSHED.

(b) "COVERED PRODUCT" INCLUDES BABY WIPES, BATHROOM

CLEANING WIPES, TOILET CLEANING WIPES, HARD SURFACE CLEANING WIPES, DISINFECTING WIPES, HAND SANITIZING WIPES, ANTIBACTERIAL WIPES, FACIAL CLEANSING WIPES, MAKEUP REMOVAL WIPES, GENERAL PURPOSE CLEANING WIPES, PERSONAL CARE WIPES FOR USE ON THE BODY, FEMININE HYGIENE WIPES, ADULT INCONTINENCE WIPES, ADULT HYGIENE WIPES, AND BODY CLEANSING WIPES.

(3) "HIGH CONTRAST" MEANS:

(a) TONAL CONTRAST THAT IS SHOWN BY EITHER A LIGHT SYMBOL ON A SOLID DARK BACKGROUND OR A DARK SYMBOL ON A SOLID LIGHT BACKGROUND; AND

(b) HAVING AT LEAST SEVENTY PERCENT CONTRAST BETWEEN THE SYMBOL ARTWORK AND BACKGROUND USING THE FORMULA $[(B1-B2) \div B1] \times 100$, WHERE:

(I) B1 IS THE LIGHT REFLECTANCE VALUE OF THE RELATIVELY LIGHTER AREA; AND

(II) B2 IS THE LIGHT REFLECTANCE VALUE OF THE RELATIVELY DARKER AREA.

(4) "LABEL" MEANS A REPRESENTATION MADE BY STATEMENT, WORD, PICTURE, DESIGN, OR EMBLEM ON A COVERED PRODUCT PACKAGE, WHETHER AFFIXED TO OR WRITTEN DIRECTLY ON THE PACKAGE.

(5) "LABEL NOTICE" MEANS:

(a) THE PHRASE "DO NOT FLUSH" IN A SIZE EQUAL TO AT LEAST TWO PERCENT OF THE SURFACE AREA OF THE PRINCIPAL DISPLAY PANEL;

(b) FOR COVERED PRODUCTS REGULATED PURSUANT TO THE "FEDERAL HAZARDOUS SUBSTANCES ACT", 15 U.S.C. SEC. 1261 ET SEQ., AS AMENDED, BY THE FEDERAL CONSUMER PRODUCT SAFETY COMMISSION UNDER 16 CFR 1500.121, THAT IF AT LEAST TWO PERCENT OF THE

SURFACE AREA OF THE PRINCIPAL DISPLAY PANEL WOULD RESULT IN A TYPE SIZE LARGER THAN FIRST AID INSTRUCTIONS PURSUANT TO THE "FEDERAL HAZARDOUS SUBSTANCES ACT", THEN, TO THE EXTENT PERMITTED BY FEDERAL LAW, THE PHRASE "DO NOT FLUSH" IN TYPE SIZE EQUAL TO OR GREATER THAN THE TYPE SIZE REQUIRED FOR THE FIRST AID INSTRUCTIONS; AND

(c) FOR COVERED PRODUCTS REQUIRED TO BE REGISTERED BY THE FEDERAL ENVIRONMENTAL PROTECTION AGENCY UNDER THE "FEDERAL INSECTICIDE, FUNGICIDE, AND RODENTICIDE ACT", 7 U.S.C. SEC. 136 ET SEQ., AS AMENDED, THAT IF AT LEAST TWO PERCENT OF THE SURFACE AREA OF THE PRINCIPAL DISPLAY PANEL WOULD RESULT IN A TYPE SIZE ON THE PRINCIPAL DISPLAY PANEL LARGER THAN A WARNING PURSUANT TO THE "FEDERAL INSECTICIDE, FUNGICIDE, AND RODENTICIDE ACT", THEN, TO THE EXTENT PERMITTED BY FEDERAL LAW, THE PHRASE "DO NOT FLUSH" IN A TYPE SIZE EQUAL TO OR GREATER THAN THE TYPE SIZE REQUIRED FOR THE "KEEP OUT OF REACH OF CHILDREN" STATEMENT REQUIRED UNDER 40 CFR 156.66.

(6) "PRINCIPAL DISPLAY PANEL" MEANS THE SIDE OF A PRODUCT PACKAGE THAT IS MOST LIKELY TO BE DISPLAYED, PRESENTED, OR SHOWN UNDER CUSTOMARY CONDITIONS OF DISPLAY FOR RETAIL SALE.

(7) "SYMBOL" MEANS THE "DO NOT FLUSH" SYMBOL, OR A SYMBOL THAT IS EQUIVALENT, AS DEPICTED IN THE INDA/EDANA CODE OF PRACTICE SECOND EDITION AND PUBLISHED WITHIN "GUIDELINES FOR ASSESSING THE FLUSHABILITY OF DISPOSABLE NONWOVEN PRODUCTS", EDITION 4, MAY 2018, WHICH IS IN A SIZE EQUAL TO AT LEAST TWO PERCENT OF THE SURFACE AREA OF THE PRINCIPAL DISPLAY PANEL, EXCEPT AS SPECIFIED IN SECTION 25-18.9-104 (1)(a)(II)(C).

25-18.9-103. Determination of surface area of a principal display panel. (1) FOR A CYLINDRICAL OR NEARLY CYLINDRICAL PACKAGE, THE SURFACE AREA OF THE PRINCIPAL DISPLAY PANEL CONSTITUTES FORTY PERCENT OF THE PRODUCT PACKAGE AS MEASURED BY MULTIPLYING THE HEIGHT OF THE CONTAINER BY THE CIRCUMFERENCE.

(2) FOR A FLEXIBLE FILM PACKAGE IN WHICH A RECTANGULAR PRISM OR NEARLY RECTANGULAR PRISM STACK OF WIPES IS HOUSED WITHIN THE FILM, THE SURFACE AREA OF THE PRINCIPAL DISPLAY PANEL IS MEASURED BY MULTIPLYING THE LENGTH BY THE WIDTH OF THE SIDE OF THE PACKAGE WHEN THE FLEXIBLE PACKAGING FILM IS PRESSED FLAT AGAINST THE STACK OF WIPES ON ALL SIDES OF THE STACK.

25-18.9-104. Labeling requirements - exceptions. (1) EXCEPT AS PROVIDED IN SUBSECTIONS (2), (3), (4), AND (6) OF THIS SECTION, A COVERED PRODUCT MANUFACTURED ON OR AFTER DECEMBER 31, 2023, SHALL BE LABELED CLEARLY IN ADHERENCE TO THE FOLLOWING REQUIREMENTS:

(a) FOR CYLINDRICAL OR NEAR CYLINDRICAL PACKAGING INTENDED TO DISPENSE INDIVIDUAL WIPES, A COVERED ENTITY SHALL:

(I) PLACE THE SYMBOL AND LABEL NOTICE ON THE PRINCIPAL DISPLAY PANEL IN A LOCATION REASONABLY VIEWABLE EACH TIME A WIPE IS DISPENSED; OR

(II) PLACE THE SYMBOL ON THE PRINCIPAL DISPLAY PANEL AND EITHER THE SYMBOL OR LABEL NOTICE, OR THE SYMBOL AND LABEL NOTICE IN COMBINATION, ON THE FLIP LID, SUBJECT TO THE FOLLOWING:

(A) IF THE LABEL NOTICE DOES NOT APPEAR ON THE FLIP LID, THE LABEL NOTICE SHALL BE PLACED ON THE PRINCIPAL DISPLAY PANEL;

(B) THE SYMBOL OR LABEL NOTICE, OR THE SYMBOL AND LABEL

NOTICE IN COMBINATION, ON THE FLIP LID MAY BE EMBOSSED, AND IN THAT CASE ARE NOT REQUIRED TO COMPLY WITH SUBSECTION (1)(f) OF THIS SECTION; AND

(C) THE SYMBOL OR LABEL NOTICE, OR THE SYMBOL AND LABEL NOTICE IN COMBINATION, ON THE FLIP LID MUST COVER A MINIMUM OF EIGHT PERCENT OF THE SURFACE AREA OF THE FLIP LID.

(b) (I) FOR FLEXIBLE FILM PACKAGING INTENDED TO DISPENSE INDIVIDUAL WIPES, A COVERED ENTITY SHALL:

(A) PLACE THE SYMBOL ON BOTH THE PRINCIPAL DISPLAY PANEL AND THE DISPENSING SIDE PANEL; AND

(B) PLACE THE LABEL NOTICE ON EITHER THE PRINCIPAL DISPLAY PANEL OR DISPENSING SIDE PANEL IN A PROMINENT LOCATION REASONABLY VISIBLE TO THE USER EACH TIME A WIPE IS DISPENSED.

(II) IF THE PRINCIPAL DISPLAY PANEL IS ON THE DISPENSING SIDE OF THE PACKAGE, TWO SYMBOLS ARE NOT REQUIRED.

(c) FOR REFILLABLE TUBS OR OTHER RIGID PACKAGING INTENDED TO DISPENSE INDIVIDUAL WIPES AND BE REUSED BY THE CONSUMER FOR THAT PURPOSE, A COVERED ENTITY SHALL PLACE THE SYMBOL AND LABEL NOTICE ON THE PRINCIPAL DISPLAY PANEL IN A PROMINENT LOCATION REASONABLY VISIBLE TO THE USER EACH TIME A WIPE IS DISPENSED.

(d) FOR PACKAGING NOT INTENDED TO DISPENSE INDIVIDUAL WIPES, A COVERED ENTITY SHALL PLACE THE SYMBOL AND LABEL NOTICE ON THE PRINCIPAL DISPLAY PANEL IN A PROMINENT AND REASONABLY VISIBLE LOCATION.

(e) A COVERED ENTITY SHALL ENSURE THAT THE PACKAGING SEAMS, FOLDS, OR OTHER PACKAGE DESIGN ELEMENTS DO NOT OBSCURE THE SYMBOL OR THE LABEL NOTICE.

(f) A COVERED ENTITY SHALL ENSURE THAT THE SYMBOL AND LABEL NOTICE HAVE SUFFICIENTLY HIGH CONTRAST WITH THE IMMEDIATE BACKGROUND OF THE PACKAGING TO RENDER THE SYMBOL AND LABEL NOTICE LIKELY TO BE SEEN AND READ BY AN ORDINARY INDIVIDUAL UNDER CUSTOMARY CONDITIONS OF PURCHASE AND USE.

(2) FOR COVERED PRODUCTS SOLD IN BULK AT RETAIL, BOTH THE OUTER PACKAGE VISIBLE AT RETAIL AND THE INDIVIDUAL PACKAGES CONTAINED WITHIN MUST COMPLY WITH THE LABELING REQUIREMENTS IN THIS SECTION APPLICABLE TO THE PARTICULAR PACKAGING TYPES, EXCEPT FOR:

(a) INDIVIDUAL PACKAGES CONTAINED WITHIN THE OUTER PACKAGE THAT ARE NOT INTENDED TO DISPENSE INDIVIDUAL WIPES AND CONTAIN NO RETAIL LABELING; AND

(b) OUTER PACKAGES THAT DO NOT OBSCURE THE SYMBOL AND LABEL NOTICE ON INDIVIDUAL PACKAGES CONTAINED WITHIN.

(3) IF A COVERED PRODUCT IS PROVIDED WITHIN THE SAME PACKAGING AS ANOTHER CONSUMER PRODUCT FOR USE IN COMBINATION WITH THE OTHER CONSUMER PRODUCT, THE OUTSIDE RETAIL PACKAGING OF THE OTHER CONSUMER PRODUCT DOES NOT NEED TO COMPLY WITH THE LABELING REQUIREMENTS OF SUBSECTION (1) OF THIS SECTION.

(4) IF A COVERED PRODUCT IS PROVIDED WITHIN THE SAME PACKAGE AS ANOTHER CONSUMER PRODUCT FOR USE IN COMBINATION WITH THE OTHER PRODUCT AND IS IN A PACKAGE SMALLER THAN THREE INCHES BY THREE INCHES, THE COVERED ENTITY RESPONSIBLE FOR THE LABELING OR PACKAGING OF THE COVERED PRODUCT MAY COMPLY WITH THE REQUIREMENTS OF SUBSECTION (1) OF THIS SECTION BY PLACING THE SYMBOL AND LABEL NOTICE IN A PROMINENT LOCATION REASONABLY

VISIBLE TO THE USER OF THE COVERED PRODUCT.

(5) A COVERED ENTITY, DIRECTLY OR THROUGH A CORPORATION, PARTNERSHIP, SUBSIDIARY, DIVISION, TRADE NAME, OR ASSOCIATION IN CONNECTION WITH THE MANUFACTURING, LABELING, PACKAGING, ADVERTISING, PROMOTION, OFFERING FOR SALE, SALE, OR DISTRIBUTION OF A COVERED PRODUCT, SHALL NOT MAKE ANY REPRESENTATION, IN ANY MANNER, EXPRESSLY OR BY IMPLICATION, INCLUDING THROUGH THE USE OF A PRODUCT NAME, ENDORSEMENT, DEPICTION, ILLUSTRATION, TRADEMARK, OR TRADE NAME, ABOUT THE FLUSHABLE ATTRIBUTES, FLUSHABLE BENEFITS, FLUSHABLE PERFORMANCE, OR FLUSHABLE EFFICACY OF A COVERED PRODUCT.

(6) (a) IF A COVERED PRODUCT IS REQUIRED TO BE REGISTERED BY THE FEDERAL ENVIRONMENTAL PROTECTION AGENCY UNDER THE "FEDERAL INSECTICIDE, FUNGICIDE, AND RODENTICIDE ACT", 7 U.S.C. SEC. 136 ET SEQ., AS AMENDED, AND THE DEPARTMENT OF AGRICULTURE UNDER THE "PESTICIDE ACT", ARTICLE 9 OF TITLE 35, THEN THE COVERED ENTITY SHALL SUBMIT A LABEL COMPLIANT WITH THE LABELING REQUIREMENTS OF THIS SECTION NO LATER THAN DECEMBER 31, 2023, TO THE FEDERAL ENVIRONMENTAL PROTECTION AGENCY.

(b) IF THE FEDERAL ENVIRONMENTAL PROTECTION AGENCY DOES NOT APPROVE A PRODUCT LABEL THAT OTHERWISE COMPLIES WITH THE LABELING REQUIREMENTS OF THIS SECTION, THE COVERED ENTITY SHALL USE A LABEL THAT COMPLIES WITH AS MANY OF THE REQUIREMENTS OF THIS SECTION AS THE FEDERAL ENVIRONMENTAL PROTECTION AGENCY HAS APPROVED.

(7) A COVERED ENTITY MAY INCLUDE ON A COVERED PRODUCT WORDS OR PHRASES IN ADDITION TO THOSE REQUIRED FOR THE LABEL

NOTICE IF THE WORDS OR PHRASES ARE CONSISTENT WITH THE PURPOSES OF THIS SECTION.

25-18.9-105. Enforcement. A COVERED ENTITY THAT KNOWINGLY OR RECKLESSLY VIOLATES THE LABELING REQUIREMENTS OR ANY OTHER REQUIREMENT OR PROHIBITION SPECIFIED IN SECTION 25-18.9-104 ENGAGES IN A DECEPTIVE TRADE PRACTICE PURSUANT TO SECTION 6-1-105 (1)(e).

SECTION 2. Act subject to petition - effective date. This act takes effect at 12:01 a.m. on the day following the expiration of the ninety-day period after final adjournment of the general assembly; except that, if a referendum petition is filed pursuant to section 1 (3) of article V of the state constitution against this act or an item, section, or part of this act within such period, then the act, item, section, or part will not take effect unless approved by the people at the general election to be held in November 2024 and, in such case, will take effect on the date of the official declaration of the vote thereon by the governor.

First Regular Session
Seventy-fourth General Assembly
STATE OF COLORADO

INTRODUCED

LLS NO. 23-0638.03 Yelana Love x2295 **HOUSE BILL 23-1202**

HOUSE SPONSORSHIP

Epps and Willford, Mabrey, Amabile, Bacon, Boesenecker, Brown, deGruy Kennedy, Dickson, English, Garcia, Gonzales-Gutierrez, Jodeh, Joseph, Lieder, Lindsay, Lindstedt, Michaelson Jenet, Ortiz, Sharbini, Sirota, Story, Titone, Valdez, Velasco, Vigil, Weissman, Woodrow

SENATE SPONSORSHIP

Priola and Gonzales, Coleman, Cutter, Fields, Jaquez Lewis, Winter F.

House Committees
Public & Behavioral Health & Human Services

Senate Committees

A BILL FOR AN ACT

CONCERNING THE ABILITY OF A MUNICIPALITY TO AUTHORIZE THE ESTABLISHMENT OF LIFE-SAVING OVERDOSE PREVENTION CENTERS.

Bill Summary

(Note: This summary applies to this bill as introduced and does not reflect any amendments that may be subsequently adopted. If this bill passes third reading in the house of introduction, a bill summary that applies to the reengrossed version of this bill will be available at http://leg.colorado.gov.)

The bill specifies that a city may authorize the operation of an overdose prevention center within the city's jurisdiction for the purpose of saving the lives of persons at risk of preventable overdoses.

Shading denotes HOUSE amendment. Double underlining denotes SENATE amendment.
Capital letters or bold & italic numbers indicate new material to be added to existing law.
Dashes through the words or numbers indicate deletions from existing law.

Be it enacted by the General Assembly of the State of Colorado:

SECTION 1. Short title. The short title of this act is the "Local Control of Life-saving Overdose Prevention Centers Act".

SECTION 2. Legislative declaration. (1) The general assembly finds and declares that:

(a) Preventable drug overdoses are a public health crisis that impact every Colorado community and are a matter of both local and state concern. For far too long, Colorado has disproportionately favored a criminal justice approach to substance use disorders instead of prioritizing public health.

(b) Overdose deaths in Colorado have skyrocketed in recent years, increasing by 38% from 2019 to 2020. The increase in overdose deaths demands a comprehensive response by communities and elected officials, designed to reduce harm to people who use illegal drugs and to improve community safety.

(c) Colorado has not yet authorized its municipalities to fully consider evidence-based behavioral health interventions or to permit the overdose prevention programs that research demonstrates save lives and support the recovery of people who use controlled substances; and

(d) It is in the public interest and would serve Colorado's goal of saving lives and preventing overdose deaths to affirm that overdose prevention centers (OPCs) are permissible under Colorado law.

(2) (a) Local control is fundamental to Colorado's identity.

(b) Home rule as enshrined in the Colorado constitution encourages communities to foster innovation and empowers local governments to tailor solutions to their own needs.

(c) Colorado favors the diversity and authority of local control when a single statewide solution is ill-suited to address local public health crises.

(d) While overdose deaths are a matter of statewide and local concern, solutions depend deeply on each municipality's particular circumstances and cannot be one-size-fits-all.

(3) (a) Public health crises require public health solutions.

(b) Overdose deaths cannot be prevented by criminalizing substance use or by incarcerating people who use illegal drugs.

(c) Overdose prevention centers are proven to save lives and increase community safety. At least 165 OPCs operate in 10 countries across Europe, as well as in Australia, Canada, and the United States, and there has never been a fatal overdose at any of these sites.

(d) OPCs lead to decreased rates of communicable disease transmission, severely decrease in-public drug consumption, greatly reduce public litter of drug consumption equipment, and, in their surrounding neighborhoods, are associated with reduced crime.

(4) (a) While the drug overdose crisis impacts all Coloradans, its impact in Colorado's capital city has been particularly devastating.

(b) Every day, at least 5 Coloradans die of a preventable drug overdose, and every day, at least one of those preventable deaths occurs in Denver.

(c) In 2018, Denver enacted ordinance 18-1292, becoming the first Colorado city to authorize an OPC pilot program.

(d) Five years later, statutory confirmation is urgently needed to clarify that Denver and every other municipality is empowered to authorize OPCs in their communities.

(5) Therefore, it is the intent of the general assembly to permit

each municipality to authorize OPCs as part of a locally controlled, comprehensive, public health strategy to save lives and reduce overdose deaths.

SECTION 3. In Colorado Revised Statutes, **add** 31-15-905 as follows:

31-15-905. Authorization of overdose prevention centers - definition. (1) AS USED IN THIS SECTION, "OVERDOSE PREVENTION CENTER" MEANS A FACILITY THAT IS DESIGNED TO PROVIDE:

(a) A SPACE FOR INDIVIDUALS TO USE PREVIOUSLY OBTAINED CONTROLLED SUBSTANCES IN A MONITORED SETTING UNDER THE SUPERVISION OF HEALTH-CARE PROFESSIONALS OR OTHER TRAINED STAFF FOR THE PURPOSE OF PROVIDING LIFE-SAVING TREATMENT IN THE EVENT OF A POTENTIAL OVERDOSE; AND

(b) LIFE-SAVING SUPPORT TO INDIVIDUALS, INCLUDING ACCESS TO STERILE CONSUMPTION EQUIPMENT, TOOLS TO TEST FOR THE PRESENCE OF FENTANYL, COUNSELING, REFERRALS TO SUBSTANCE USE DISORDER TREATMENT, AND OTHER HARM REDUCTION SERVICES.

(2) A MUNICIPALITY MAY AUTHORIZE THE OPERATION OF AN OVERDOSE PREVENTION CENTER WITHIN ITS BOUNDARIES.

SECTION 4. Safety clause. The general assembly hereby finds, determines, and declares that this act is necessary for the immediate preservation of the public peace, health, or safety.

First Regular Session
Seventy-fourth General Assembly
STATE OF COLORADO

INTRODUCED

LLS NO. 23-0256.01 Yelana Love x2295 **HOUSE BILL 23-1076**

HOUSE SPONSORSHIP

Daugherty,

SENATE SPONSORSHIP

(None),

House Committees
Business Affairs & Labor

Senate Committees

A BILL FOR AN ACT

CONCERNING WORKERS' COMPENSATION, AND, IN CONNECTION THEREWITH, INCREASING THE DURATION OF BENEFITS BASED ON MENTAL IMPAIRMENT, REMOVING THE AUTHORITY TO PETITION OVER ARTIFICIAL DEVICES, ALLOWING AN EMPLOYEE TO REQUEST A HEARING ON THE LOSS OF TOTAL TEMPORARY DISABILITY BENEFITS UNDER CERTAIN CIRCUMSTANCES, UPDATING PROVISIONS RELATED TO INDEPENDENT MEDICAL EXAMINATIONS, AND INCREASING THE AMOUNT OF ATTORNEY FEES THAT ARE PRESUMED UNREASONABLE.

Bill Summary

(Note: This summary applies to this bill as introduced and does not reflect any amendments that may be subsequently adopted. If this bill passes third reading in the house of introduction, a bill summary that

applies to the reengrossed version of this bill will be available at http://leg.colorado.gov.)

Section 1 of the bill increases the limit on medical impairment benefits based on mental impairment from 12 weeks to 36 weeks.

Section 2 removes language authorizing an employee to petition the division of workers' compensation in the department of labor and employment (division) prior to receiving a replacement of any artificial member, glasses, hearing aid, brace, or other external prosthetic device, including dentures.

Section 3 allows an employee to request a hearing when the employee's temporary total disability benefits end based on an attending physician's written release to return to regular employment.

Section 4 specifies that when a physician recommends medical benefits after maximum medical improvement, the benefits admitted by the insurer or self-insured employer are not limited to any specific medical treatment.

Current law requires an insurance carrier to provide an independent medical examiner and all other parties a complete copy of all medical records in its possession pertaining to an injury. **Section 5** limits the medical records required to be provided to records relevant to the injury. **Section 5** also specifies how the division is required to determine the amount and allocation of costs to be paid by the parties for an independent medical examination.

Section 6 allows a prehearing administrative law judge to issue interlocutory orders resolving disputes regarding the content and format of the independent medical examiner's medical record packet, indigency status, and the allocation of independent medical examiner costs.

Current law states that a contingent attorney fee exceeding 20% of the amount of contested benefits is presumed to be unreasonable. **Section 7** increases the amount to 25%.

Be it enacted by the General Assembly of the State of Colorado:

SECTION 1. In Colorado Revised Statutes, 8-41-301, **amend** (2)(b) as follows:

8-41-301. Conditions of recovery - definitions. (2) (b) (I) Notwithstanding any other provision of articles 40 to 47 of this ~~title~~ TITLE 8, where a claim is by reason of mental impairment, ~~the~~ A claimant ~~shall be~~ IS limited to ~~twelve~~ THIRTY-SIX weeks of medical impairment benefits, which shall be in an amount not less than one hundred fifty dollars per week and not more than fifty percent of the state average weekly wage, inclusive of any temporary disability benefits; except that this limitation shall not apply to any victim of a crime of violence, without regard to the intent of the perpetrator of the crime, nor to the victim of a physical injury or occupational disease that causes neurological brain damage. ~~and~~

(II) Nothing in this section ~~shall limit~~ LIMITS the determination of the percentage of impairment pursuant to section 8-42-107 (8) for the purposes of establishing the applicable cap on benefits pursuant to section 8-42-107.5.

SECTION 2. In Colorado Revised Statutes, 8-42-101, **amend** (1)(b) as follows:

8-42-101. Employer must furnish medical aid - approval of plan - fee schedule - contracting for treatment - no recovery from employee - medical treatment guidelines - accreditation of physicians and other medical providers - mental health provider qualifications - milage reimbursement - rules - definition - repeal. (1) (b) In all cases where the injury results in the loss of a member or part of the employee's body, loss of teeth, loss of vision or hearing, or damage to an existing prosthetic device, the employer shall furnish within the limits of the medical benefits provided in ~~paragraph (a) of this subsection (1)~~ SUBSECTION (1)(a) OF THIS SECTION artificial members, glasses, hearing aids, braces, and other external prosthetic devices, including dentures, ~~which~~ THAT are reasonably required to replace or improve the function of each member or part of the body or prosthetic device so affected or to improve the employee's vision or hearing. ~~The employee may petition the~~

~~division for a replacement of any artificial member, glasses, hearing aid, brace, or other external prosthetic device, including dentures, upon grounds that the employee has undergone an anatomical change since the previous device was furnished or for other good cause shown, that the anatomical change or good cause is directly related to and caused by the injury, and that the replacement is necessary to improve the function of each member or part of the body so affected or to relieve pain and discomfort.~~ Implants or devices necessary to regulate the operation of, or to replace, with implantable devices, internal organs or structures of the body may be replaced when the authorized treating physician deems it necessary. Every employer subject to the terms and provisions of articles 40 to 47 of this ~~title~~ TITLE 8 must insure against liability for the medical, surgical, and hospital expenses provided for in this ~~article~~ ARTICLE 42, unless permission is given by the director to such employer to operate under a medical plan, as set forth in subsection (2) of this section.

SECTION 3. In Colorado Revised Statutes, 8-42-105, **add** (5) as follows:

8-42-105. Temporary total disability - hearings. (5) (a) WITHIN FORTY-FIVE DAYS AFTER AN INSURER OR SELF-INSURED EMPLOYER TERMINATES AN EMPLOYEE'S TEMPORARY TOTAL DISABILITY BENEFITS PURSUANT TO SUBSECTION (3)(c) OF THIS SECTION, THE EMPLOYEE MAY FILE AN APPLICATION FOR AN EXPEDITED HEARING ON ANY OF THE FOLLOWING ISSUES:

(I) WHO IS THE ATTENDING PHYSICIAN;

(II) WHETHER THE ATTENDING PHYSICIAN GAVE THE EMPLOYEE A WRITTEN RELEASE TO RETURN TO REGULAR EMPLOYMENT; AND

(III) WHETHER THERE IS A DIFFERENCE OF OPINION BETWEEN

AUTHORIZED TREATING MEDICAL PROVIDERS REGARDING WHETHER THE EMPLOYEE IS RELEASED TO RETURN TO REGULAR EMPLOYMENT.

(b) IF AN ADMINISTRATIVE LAW JUDGE FINDS THERE IS A DIFFERENCE OF OPINION AS DESCRIBED IN SUBSECTION (5)(a)(III) OF THIS SECTION, THE EMPLOYEE HAS THE BURDEN OF PROVING BY A PREPONDERANCE OF THE EVIDENCE THAT, AS A PROXIMATE RESULT OF THE CLAIMED INJURY OR DISEASE, THE EMPLOYEE IS UNABLE TO RETURN TO REGULAR EMPLOYMENT. IF THE EMPLOYEE MEETS THIS BURDEN, THE ADMINISTRATIVE LAW JUDGE SHALL REINSTATE THE EMPLOYEE'S TERMINATED TEMPORARY TOTAL DISABILITY BENEFITS BACK TO THE DATE OF TERMINATION.

SECTION 4. In Colorado Revised Statutes, 8-42-107, **amend** (8)(f) as follows:

8-42-107. Permanent partial disability benefits - schedule - medical impairment benefits - how determined. (8) **Medical impairment benefits - determination of MMI for scheduled and nonscheduled injuries.** (f) In all claims in which an authorized treating physician recommends medical benefits after maximum medical improvement, and there is no contrary medical opinion in the record, the employer shall, in a final admission of liability, admit liability for related reasonable and necessary medical benefits by an authorized treating physician, WHICH BENEFITS ARE NOT LIMITED TO ANY SPECIFIC MEDICAL TREATMENT.

SECTION 5. In Colorado Revised Statutes, 8-42-107.2, **amend** (3)(b) and (5)(a) as follows:

8-42-107.2. Selection of independent medical examiner - procedure - time - allocation of costs - disclosures regarding

physician relationships with insurers, self-insured employers, or claimants - rules - applicability. (3) (b) Upon selection of the IME, the insurance carrier shall provide to the IME and all other parties a ~~complete~~ copy of all medical records in its possession ~~pertaining~~ RELEVANT to the subject injury, postmarked or hand-delivered within fourteen days prior to the independent medical examination. If the insurance carrier or its representative fails to timely submit such medical records, the claimant may request that the division cancel the independent medical examination or the claimant may submit COPIES OF all ~~the~~ medical records ~~he or she~~ RELEVANT TO THE SUBJECT INJURY THAT THE CLAIMANT has available within ten days prior to the independent medical examination, or as otherwise arranged by the division with the IME. If the claimant submits medical records, the defaulting party may supplement such records pursuant to rules of the division. This ~~paragraph (b)~~ SUBSECTION (3)(b) shall not be construed to prohibit an independent medical examination from being rescheduled.

(5) (a) (I) ~~Except as provided in paragraph (b) of this subsection (5), the requesting party shall advance the full cost of the independent medical examination to the IME at least ten days before the appointed time for the examination~~ THE DIRECTOR SHALL PROMULGATE RULES CONSISTENT WITH THIS SUBSECTION (5) TO DETERMINE THE AMOUNT AND ALLOCATION OF COSTS TO BE PAID BY THE PARTIES FOR THE INDEPENDENT MEDICAL EXAMINATION.

(II) EXCEPT AS PROVIDED IN SUBSECTIONS (5)(a)(III) AND (5)(b) OF THIS SECTION, THE REQUESTING PARTY SHALL PAY THE COST OF AN INDEPENDENT MEDICAL EXAMINATION. THE REQUESTING PARTY SHALL ADVANCE THE FULL BASE COST OF THE INDEPENDENT MEDICAL

EXAMINATION TO THE IME AT LEAST TEN DAYS BEFORE THE APPOINTED TIME OF THE EXAMINATION.

(III) IF THERE IS A DISPUTE REGARDING INDIGENCY OR THE AMOUNT OR ALLOCATION OF ANY COSTS TO BE PAID, INCLUDING THE FORMAT, CONTENT, VOLUME, RELEVANCE, OR DUPLICATIVE MEDICAL RECORDS SUBMITTED TO THE IME, A PARTY MAY REQUEST A PREHEARING CONFERENCE WITH THE DIVISION TO RESOLVE THE DISPUTE. THE DETERMINATION OF THE COST ALLOCATION IN EXCESS OF THE FULL BASE COST MUST INCLUDE CONSIDERATION OF THE VOLUME OF MEDICAL RECORDS, THE FORMAT AND CONTENT OF THE IME PACKET, AND ANY OTHER CONSIDERATIONS NECESSARY TO DETERMINE THE ALLOCATION OF THE IME COSTS BETWEEN THE PARTIES.

SECTION 6. In Colorado Revised Statutes, 8-43-207.5, **amend** (2)(b)(VIII) and (2)(b)(IX); and **add** (2)(b)(X) as follows:

8-43-207.5. Prehearing conferences - rules. (2) (b) Prehearing administrative law judges have authority to approve any stipulations of the parties and issue interlocutory orders regarding procedural matters. Procedural matters include:

(VIII) Determining the ripeness of legal issues for formal adjudication; ~~and~~

(IX) Determining the competency of any party to a claim to enter into settlement agreements; AND

(X) RESOLVING DISPUTES REGARDING INDIGENCY, THE CONTENT AND FORMAT OF MEDICAL RECORDS SUBMITTED TO AN INDEPENDENT MEDICAL EXAMINER SELECTED PURSUANT TO SECTION 8-42-107.2, INCLUDING WHETHER MEDICAL RECORDS ARE RELEVANT OR DUPLICATIVE, AND THE ALLOCATION OF THE COST OF THE IME TO THE RESPECTIVE

PARTIES IN EXCESS OF THE BASE COST.

SECTION 7. In Colorado Revised Statutes, 8-43-403, **amend** (1) as follows:

8-43-403. Attorney fees. (1) ~~No~~ A contingent fee shall NOT be applied to any medical benefits that have been previously incurred and will be paid to the claimant or directly to the medical care provider, in a permanent disability award, either by admission or settlement. ~~In the event that~~ IF medical benefits are the only contested issue, the fee agreement shall provide for reasonable fees calculated on a per-hour basis or, subject to approval by the director, may provide for a contingent fee not to exceed the limitations imposed by this section. On unappealed contested cases, a contingent fee exceeding ~~twenty~~ TWENTY-FIVE percent of the amount of contested benefits ~~shall be~~ IS presumed to be unreasonable. At the request of either an employee or the employee's attorney, the director shall determine what portion of the benefits awarded were contested, or the reasonableness of the fee charged by such attorney, or both. At the request of the employer or its insurance carrier or the attorney for either of them, the director shall determine the reasonableness of the fee charged by the attorney for the insurance carrier. ~~No~~ THE DIRECTOR SHALL NOT CONSIDER A request for determination of the reasonableness of fees ~~shall be considered by the director~~ if received later than one hundred eighty days after the issuance of the final order, judgment, or opinion disposing of the last material issue in the case and the expiration of any right to review or appeal ~~therefrom~~ THE FINAL ORDER, JUDGMENT, OR OPINION. In making this determination, the director shall consider fees normally charged by attorneys for cases requiring the same amount of time and skill and may decrease or increase the fee payable to such attorney. If the director finds that a review by the industrial claim appeals office or an appeal to the court of appeals or to the supreme court was perfected or if the director finds that such attorney reasonably devoted an extraordinary amount of time to the case, the director may award or approve a contingent fee or other fee in a percentage or amount that exceeds ~~twenty~~ TWENTY-FIVE percent of the amount of contested benefits. In determining the reasonableness of fees charged by an attorney for an employer or employer's insurance carrier, the director shall compare the fees of such attorney with the fees charged by the claimant's attorney in the same case and shall not approve an amount substantially greater than the reasonable amount charged by the said claimant's attorney or, if the claimant did not prevail, the reasonable amount the said claimant's attorney would have charged had the claimant prevailed, unless the director finds, based on a showing by the attorney for the employer or carrier, that higher fees are objectively justifiable. Legal costs not found reasonable shall not be allowed as an expense in fixing premium rates by the commissioner of insurance.

SECTION 8. Act subject to petition - effective date. This act takes effect at 12:01 a.m. on the day following the expiration of the ninety-day period after final adjournment of the general assembly; except that, if a referendum petition is filed pursuant to section 1 (3) of article V of the state constitution against this act or an item, section, or part of this act within such period, then the act, item, section, or part will not take effect unless approved by the people at the general election to be held in November 2024 and, in such case, will take effect on the date of the official declaration of the vote thereon by the governor.

First Regular Session
Seventy-fourth General Assembly
STATE OF COLORADO

INTRODUCED

LLS NO. 23-0466.01 Pierce Lively x2059 **HOUSE BILL 23-1032**

HOUSE SPONSORSHIP

Ortiz,

SENATE SPONSORSHIP

(None),

House Committees
Judiciary

Senate Committees

A BILL FOR AN ACT

CONCERNING CIVIL ACTION REMEDY PROVISIONS OR CIVIL RIGHTS VIOLATIONS OF PERSONS WITH DISABILITIES.

Bill Summary

(Note: This summary applies to this bill as introduced and does not reflect any amendments that may be subsequently adopted. If this bill passes third reading in the house of introduction, a bill summary that applies to the reengrossed version of this bill will be available at http://leg.colorado.gov.)

The bill makes 3 primary clarifications about the remedies a person with a disability is entitled to under current Colorado law related to protections against discrimination on the basis of disability for persons with disabilities:

- That a person with a disability is prohibited from being subject to discrimination by, excluded from participating

in, or denied the benefits of services, programs, or activities of a place of public accommodation;

- That the types of monetary damages to which a person with a disability is entitled include damages for emotional distress; and
- That a person with a disability is entitled to both a court order requiring compliance and either monetary damages or a statutory penalty.

The bill also allows a court to award reasonable attorney fees and costs to a prevailing plaintiff for any action commenced pursuant to certain Colorado law related to protections against discrimination on the basis of disability for persons with disabilities.

Lastly, the bill specifies that certain types of relief do not require exhaustion of potential administrative remedies.

Be it enacted by the General Assembly of the State of Colorado:

SECTION 1. In Colorado Revised Statutes, 24-34-802, **amend** (1)(b), (2)(a) introductory portion, (2)(a)(I), (2)(a)(II), and (2)(c)(III); **repeal** (3); and **add** (3.5) and (6) as follows:

24-34-802. Violations - penalties - immunity. (1) (b) An individual with a disability, as defined in section 24-34-301 (5.6), must not, by reason of the individual's disability, be excluded from participation in or be denied the benefits of services, programs, or activities provided by a public entity, as defined in section 24-34-301, A PLACE OF PUBLIC ACCOMMODATION, AS DEFINED IN SECTION 24-34-601 (1), or a state agency, as defined in section 24-37.5-102, or be subjected to discrimination by any such public entity, PLACE OF PUBLIC ACCOMMODATION, or state agency.

(2) (a) An individual with a disability, as defined in section 24-34-301 (5.6), who is subject to a violation of subsection (1) of this section or of section 24-34-502, 24-34-502.2, 24-34-601, or 24-34-803 based on the individual's disability may bring a civil suit in a court of

competent jurisdiction and, except as provided in section 24-85-103, is entitled to ~~any of~~ the following remedies:

(I) A court order requiring compliance with the provisions of the applicable section; AND

(II) EITHER the recovery of ~~actual monetary~~ damages, INCLUDING DAMAGES FOR EMOTIONAL DISTRESS; or

(c) (III) Nothing in this ~~paragraph (c)~~ SUBSECTION (2)(c) may be interpreted to result in a reduction in ~~actual monetary~~ damages awarded pursuant to ~~subparagraph (II) of paragraph (a) of this subsection (2)~~ SUBSECTION (2)(a)(II) OF THIS SECTION.

(3) ~~An award of attorney fees and costs pursuant to section 24-34-505.6 (6)(b) applies to claims brought pursuant to this section.~~

(3.5) THE COURT MAY AWARD REASONABLE ATTORNEY FEES AND COSTS TO A PREVAILING PLAINTIFF FOR ANY ACTION COMMENCED PURSUANT TO THIS PART 8.

(6) THE RELIEF PROVIDED BY THIS SECTION IS AN ALTERNATIVE TO THE RELIEF AUTHORIZED BY SECTION 24-34-306 (9), AND A PERSON WHO SEEKS REDRESS UNDER THIS SECTION IS NOT REQUIRED TO EXHAUST ADMINISTRATIVE REMEDIES. NOTWITHSTANDING ANY PROVISION OF THIS ARTICLE 34 TO THE CONTRARY, AN INDIVIDUAL WITH A DISABILITY MAY BRING A CIVIL SUIT UNDER THIS SECTION WHETHER OR NOT A CHARGE HAS BEEN FILED UNDER SECTION 24-34-306.

SECTION 2. In Colorado Revised Statutes, 24-34-804, **repeal** (3)(b) as follows:

24-34-804. Service animals - violations - penalties. (3) (b) ~~In any action commenced pursuant to this subsection (3), a court may award costs and reasonable attorney fees.~~

SECTION 3. Safety clause. The general assembly hereby finds, determines, and declares that this act is necessary for the immediate preservation of the public peace, health, or safety.

CITY OF AURORA
Council Agenda Commentary

Item Title: Congressionally Directed Spending Proposals	
Item Initiator: Liz Rogers, Intergovernmental Relations Manager	
Staff Source/Legal Source: Liz Rogers, Intergovernmental Relations Manager / George Koumantakis, Manager of Client Services, City Attorney	
Outside Speaker: N/A	
Council Goal: 2012: 2.1--Work with appointed and elected representatives to ensure Aurora's interests	

COUNCIL MEETING DATES:

Study Session: 3/6/2023

Regular Meeting: N/A

2nd Regular Meeting (if applicable): N/A

Item requires a Public Hearing: ☐ Yes ☒ No

ITEM DETAILS *(Click in highlighted area below bullet point list to enter applicable information.)*

- Agenda long title
- Waiver of reconsideration requested, and if so, why
- Sponsor name
- Staff source name and title / Legal source name and title
- Outside speaker name and organization
- Estimated Presentation/discussion time for Study Session

Liz Rogers, Intergovernmental Relations Manager / George Koumantakis, City Attorney, Manager of Client Services, City Attorney
Estimated time: 5 mins

ACTIONS(S) PROPOSED *(Check all appropriate actions)*

☐ Approve Item and Move Forward to Study Session

☒ Approve Item as proposed at Study Session

☐ Approve Item and Move Forward to Regular Meeting

☐ Approve Item as proposed at Regular Meeting

☐ Information Only

☐ Approve Item with Waiver of Reconsideration
Reason for waiver is described in the Item Details field above.

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Federal, State & Intergovernmental Relations

Policy Committee Date: 2/24/2023

Action Taken/Follow-up: ***(Check all that apply)***

☒ Recommends Approval

☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation

☐ Recommendation Report Attached

☐ Minutes Attached

☐ Minutes Not Available

HISTORY *(Dates reviewed by City council, Policy Committees, Boards and Commissions, or Staff. Summarize pertinent comments. ATTACH MINUTES OF COUNCIL MEETINGS, POLICY COMMITTEES AND BOARDS AND COMMISSIONS.)*

The Federal, State and Intergovernmental Relations Committee is the standing committee that oversees Aurora's relationships with our state legislative and federal congressional delegations. As empowered by Council Rules, the FSIR committee shall debate and take positions on proposed state legislation on behalf of the city of Aurora. Staff will answer questions as needed under the request of Council Members or the Mayor.

ITEM SUMMARY *(Brief description of item, discussion, key points, recommendations, etc.)*

The FSIR committee held a regular committee meeting on February 24, 2023 and discussed projects the City is able to persue for Congresionally Directed Spending (CDS) for Fiscal Year 2024. It is important to note that not all projects will receive funding due to project funding limitations as determined by Congress.

FISCAL IMPACT

Select all that apply. (If no fiscal impact, click that box and skip to "Questions for Council")

☐ Revenue Impact ☐ Budgeted Expenditure Impact ☐ Non-Budgeted Expenditure Impact
☐ Workload Impact ☒ No Fiscal Impact

REVENUE IMPACT
Provide the revenue impact or N/A if no impact. (What is the estimated impact on revenue? What funds would be impacted? Provide additional detail as necessary.)

n/a

BUDGETED EXPENDITURE IMPACT
Provide the budgeted expenditure impact or N/A if no impact. (List Org/Account # and fund. What is the amount of budget to be used? Does this shift existing budget away from existing programs/services? Provide additional detail as necessary.)

n/a

NON-BUDGETED EXPENDITURE IMPACT
Provide the non-budgeted expenditure impact or N/A if no impact. (Provide information on non-budgeted costs. Include Personal Services, Supplies and Services, Interfund Charges, and Capital needs. Provide additional detail as necessary.)

n/a

WORKLOAD IMPACT
Provide the workload impact or N/A if no impact. (Will more staff be needed or is the change absorbable? If new FTE(s) are needed, provide numbers and types of positions, and a duty summary. Provide additional detail as necessary.)

To note, not all of the Congressionally Directed Spending projects may be chosen by our Federally Elected officials to move forward in appropriations due to interest, criteria that needs to be met, or other limitations.

QUESTIONS FOR COUNCIL

Does the Mayor and City Council wish to proceed with the City pursuing Congressionally Directed Spending for the following projects:

- 2024 Annual Aurora Waterline Replacement Project
- 2024 Pressure Regulating Valve (PRV) Improvements Project
- 2024 Emerging Contaminants System Treatment Projects
- 9 Mile Pedestrian Bridge
- Fox Arts Center Renovation Project
- Aurora Public Library's Central Library Remodel Project
- 2024 Median Irrigated Turf Conversions

LEGAL COMMENTS

The city manager shall be responsible to the council for the proper administration of all affairs of the city placed in his charge, and to that end he shall have the power and duty to attend council meetings and participate in discussions with the council in an advisory capacity and inform the public concerning plans and activities of the council and of the city administration. (City Charter Art. 7-4). The Federal, State and Intergovernmental Relations Committee shall recommend objectives and initiatives in the State and Federal Legislature. (Council Rules, Appendix A). (Koumantakis)

FEDERAL, STATE, AND INTERGOVERNMENTAL RELATIONS COMMITTEE

Congress has indicated they will once again be accepting Congressionally Directed Spending requests (appropriations) for FY 2024. Below, City staff has detailed several projects that we can bring to our Federal Electeds to benefit the City.

2024 Annual Aurora Waterline Replacement Project – construction only

Amount Requested: 2024 Construction cost estimated at $14,500,000.00. 2023 Design is funded at $1,000,000.00 and in process.
Project Timeline: Design complete by end of 2023 and ready for construction by Spring of 2024.
Project Impact: The Waterline Replacement project has a Project Impact score of 90 out of 100 due in part to its impact on provisions of clean water. Water Line replacements in high water line Break locations reduce Customer impacts, reduce future maintenance costs. Three Residential Areas will be impacted: East 11th Avenue - Akron Street to Dayton Street; Sable Blvd & East 23rd Avenue; and Hoffman Blvd & Scranton Street Area.

2024 Pressure Regulating Valve (PRV) Improvements Project – construction only

Amount Requested: 2024 Construction cost estimated at $1,200,000. 2023 Design is funded with estimated cost of $120,000.
Project Timeline: Design complete by end of 2023, and ready for construction in 2024.
Project Impact: Regular large-scale maintenance and repair of city infrastructure means fewer performance issues and reduced future costs. These aging assets in the City's water system require regular updates and improvements. The 2024 PRV Vault Improvements Project was born out of the Aurora Water Operations' group effort to prioritize rehabilitation for PRV vaults throughout the City. The sites need to be rehabilitated due to various needs such as safer access, vault infrastructure needs, vault replacement needs, and operational improvement needs.

2024 Emerging Contaminants System Treatment Projects

Amount Requested: 2024 Project Construction estimated to be greater than $5 million
Project Timeline: 2023 Evaluation and Design in process to be ready for 2024 Construction
Project Impact: Improving water system efficiency and water quality. Treatment technologies and upgrades will improve our source water operations and abilities in anticipation and in parallel with emerging contaminant 2023 regulatory or rulemaking outcomes. The evaluation and design is yet to be completed for detailed recommended treatment and locations.
Project Narrative: Aurora Water has several efforts in progress related to Emerging Contaminants. These treatment projects may benefit from and should be discussed for potential FY24 CDS request:

- Granular Activated Carbon (GAC) filters
- Wemlinger and Griswold Projects
- Treatment at Cherry Creek wellfields
- Treatment at Rampart

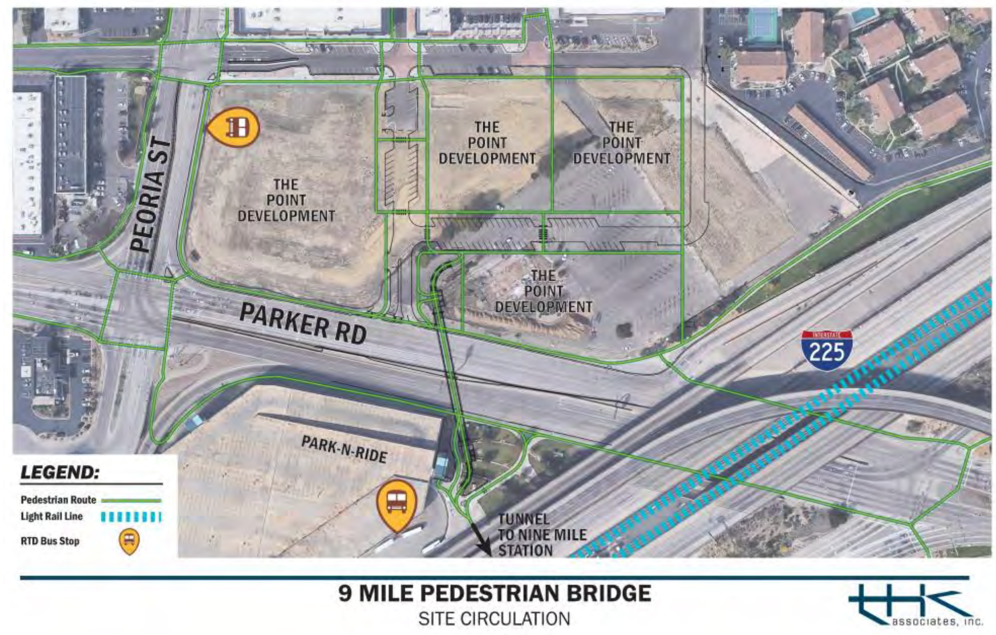
9 Mile Pedestrian Bridge

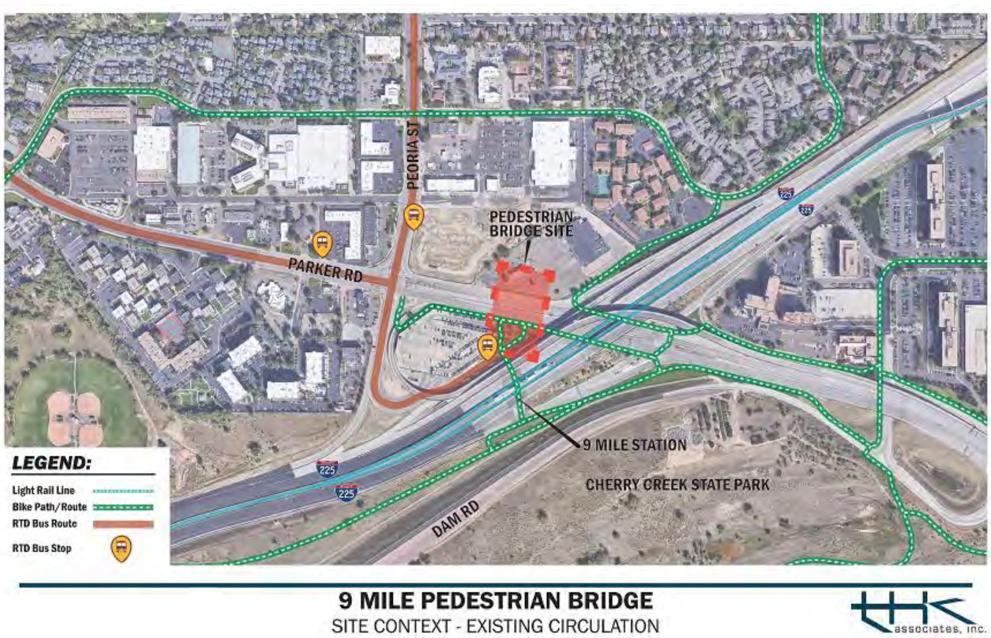
Amount Requested: $3 Million

Scope: The city of Aurora is seeking funds to construct a pedestrian and bicycle bridge that will span Colorado State Highway 83 (Parker Road) approximately 500 feet west of I-225. The bridge will provide a safe and convenient connection between the RTD Nine Mile Rail and Bus Station, adjacent residential and business developments and a large urban renewal area and redevelopment site (The Point at Nine Mile Station) on the north side of Parker Road, an emerging Urban Center.

Project Status:

The project is fully designed and cleared through CDOT's Local Agency process, and thus eligible to receive federal funding. Additional funds are needed to fully deliver the project as a result of cost escalation in the current construction market.





Fox Arts Center Renovation Project

Amount Requested: $2.5 million is requested

Scope: Aurora's Fox Arts Center is a focal point of Aurora's Cultural Arts District and the heart of the arts economy in original Aurora. The theater employs five full time staff and includes two performance spaces: a 242-seat proscenium theater and a 72-seat corner thrust black box “studio” theater. Operations include a season of six fully produced shows, a summer children’s theater program, various classes and other special programming, and employs approximated 200 local theatre artists, each year. The Aurora Fox is committed to the celebration of diversity and authentic representation in our selection of plays, our casting process, and our pursuit of theatrical innovations. Renovations are needed to continue delivering high quality performances and enhance the patron experience.

Project Status: Several areas have already been identified as needing replacement and renovation. These include: install new theater seating, carpet, security fencing, HVAC system as well as remodel the lobby and bathrooms. These upgrades would be launched as part of the Fox's 40th anniversary celebration in 2025.

Aurora Public Library's Central Library Remodel Project

Amount Requested: $3 Million is requested

Scope: Aurora Public Library's Central Library typically has more than 1 million visitors annually, many of them children and young adults. The library has not had a major remodeling since opening in 1982. $3 million is requested to remodel the 55,000 sq. ft. library to create a better functioning children's area as well as a space for teens, which currently does not exist. The space will be reconfigured to dedicate a section for teens as a community hub for the young people of Aurora who need a free and safe space to gather into the evening, acting as a secondary intervention for youth violence prevention in the community.

Project Status: The architectural firm Gensler has completed a space study with a design concept. This phase would include the new children's and teens' areas as well as a state-of-the-art maker space for youth STEAM programming that would be offered to the public at no cost.

2024 Median Irrigated Turf Conversions – construction only

Amount Requested: 2024 Construction cost estimated at $3,000,000 to convert 5 acres of irrigate turf in medians to xeric design. 2023 Design to be funded by Aurora Water.

Project Timeline: Design complete by February 2024 and ready for construction in Spring of 2024.

Project Impact: The west is in the midst of the largest drought on record. Efficient use of water is critical for the long-term viability for communities in the arid west. Aurora is implementing smart and efficient landscaping conversions to optimize water use throughout the community. Street medians from Del Mar Circle from 10th Ave to Colfax Ave; Buckley Road from Quincy Ave to East Mexico Ave; Colfax Ave from Chambers Road to I-225 will be converted from cool season turf to low water use landscapes. In addition, the Gateway street corners located at Airport & E32nd Ave will be converted to a low water use land scape.

CITY OF AURORA
Council Agenda Commentary

Item Title: Performance and Entertainment Venue Study Update	
Item Initiator: Curtis Gardner, Mayor Pro Tem	
Staff Source/Legal Source: Laura Perry, Deputy City Manager / Rachel Allen, Manager of Client Services, City Attorney	
Outside Speaker: Gena Buhler, Associate Principal, Theatre Projects and Chris Wineman, Principal, Semple Brown	
Council Goal: 2012: 4.0--Create a superior quality of life for residents making the city a desirable place to live and work	

COUNCIL MEETING DATES:

Study Session: 3/6/2023

Regular Meeting: N/A

2nd Regular Meeting (if applicable): N/A

Item requires a Public Hearing: ☐ Yes ☐ No

ITEM DETAILS *(Click in highlighted area below bullet point list to enter applicable information.)*

Sponsor: Curtis Gardner, Mayor Pro Tem
Laura Perry, Deputy City Manager / Rachel Allen, Manager of Client Services, City Attorney
Outside Speakers: Gena Buhler, Associate Principal, Theatre Projects / Chris Wineman, Principal, Semple Brown
Estimated time: 45 mins

ACTIONS(S) PROPOSED *(Check all appropriate actions)*

☐ Approve Item and Move Forward to Study Session

☐ Approve Item as proposed at Study Session

☐ Approve Item and Move Forward to Regular Meeting

☐ Approve Item as proposed at Regular Meeting

☒ Information Only

☐ Approve Item with Waiver of Reconsideration
Reason for waiver is described in the Item Details field above.

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Planning & Economic Development

Policy Committee Date: 6/15/2022

Action Taken/Follow-up: ***(Check all that apply)***

☐ Recommends Approval

☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation ☐ Recommendation Report Attached

☒ Minutes Attached ☐ Minutes Not Available

HISTORY *(Dates reviewed by City council, Policy Committees, Boards and Commissions, or Staff. Summarize pertinent comments. ATTACH MINUTES OF COUNCIL MEETINGS, POLICY COMMITTEES AND BOARDS AND COMMISSIONS.)*

- PED Policy Committee (June 15, 2022): PED Policy Committee endorsed a request from the Business Advisory Board (BAB) to initiate a study measuring the viability of creating a centrally located large performing arts venue (and associated entertainment district) within the City of Aurora. The proposed study will include types of venues, audiences it would serve, how much it would cost, potential locations and funding options.

- PR+ Policy Committee (August 24, 2022): At the request of the PR+ Policy Committee members, staff presented an update on Cultural Arts Plan and proposed collaborative working sessions regarding the current arts and cultural facility goal in Plan.

- Study Session (November 7, 2022): Staff presented a proposed, phased process in meeting the objective of completing a study on a new performance and entertainment facility/district approved by the PED Policy Committee in June 2022. The study was recommended to be done in two phases in partnership with a consultant. Items proposed to be included in the first phase include reviewing and analyzing programming needs in the community, various types of venues and audiences it would serve, reviewing comparable venues in the region including how they are managed and operated, and developing common definitions for the type of venue(s) Council would like to see in Aurora.

  City Council is responsible for setting the goals, vision, and facility definition for the second phase of the study which includes a feasibility analysis. In the feasibility analysis, a consultant will review the market demand for the defined facility, its estimated economic impact, suggest funding opportunities, engage the community, and determine if the facility needs to be "right sized" to meet identified market demand and/or available sites. City Council endorsed staff moving forward with the proposed phased approach to achieve City Council objectives.

  City Council guidance and discussion is embedded in each step of the process through study sessions and workshops.

ITEM SUMMARY *(Brief description of item, discussion, key points, recommendations, etc.)*

The City's performance and entertainment venue study (phase 1) consultants (Semple Brown/Theatre Projects) will present to City Council the outcome of the venue programming analysis and benchmarking, as well as examples of a public-private partnership venue. Following this study session, staff will continue with the phase 1 planning work incorporating Council's feedback/direction.

FISCAL IMPACT

Select all that apply. (If no fiscal impact, click that box and skip to "Questions for Council")

☐ Revenue Impact ☒ Budgeted Expenditure Impact ☐ Non-Budgeted Expenditure Impact
☐ Workload Impact ☐ No Fiscal Impact

REVENUE IMPACT
Provide the revenue impact or N/A if no impact. (What is the estimated impact on revenue? What funds would be impacted? Provide additional detail as necessary.)

N/A

BUDGETED EXPENDITURE IMPACT
Provide the budgeted expenditure impact or N/A if no impact. (List Org/Account # and fund. What is the amount of budget to be used? Does this shift existing budget away from existing programs/services? Provide additional detail as necessary.)

The first phase of the performance and entertainment venue study is $24K in one-time funds. Funds have been identified and earmarked for this work.

NON-BUDGETED EXPENDITURE IMPACT

Provide the non-budgeted expenditure impact or N/A if no impact. (Provide information on non-budgeted costs. Include Personal Services, Supplies and Services, Interfund Charges, and Capital needs. Provide additional detail as necessary.)

WORKLOAD IMPACT

Provide the workload impact or N/A if no impact. (Will more staff be needed or is the change absorbable? If new FTE(s) are needed, provide numbers and types of positions, and a duty summary. Provide additional detail as necessary.)

N/A

QUESTIONS FOR COUNCIL

Does City Council have feedback or questions on the performance and entertainment venue programming and benchmarking analysis to date?

LEGAL COMMENTS

The City has the powers that are necessary, requisite, or proper for the government and administration of its local and municipal matters. (City Charter Sec. 1-3). Council shall have the power to do what is deemed necessary and proper to promote the prosperity, improve the order, comfort and convenience of the City and inhabitants thereof. (City Code Sec. 2-32) (Allen)

THEATRE PROJECTS

SEMPLE BROWN

City of Aurora

City Council Packet– February 2023

Arts and Entertainment Facilities Study
Phase 1 Overview

- <u>November 7th Study Session</u>: City Council unanimously granted approval for a phased study to investigate a future “Aurora Arts and Entertainment” destination center (venue and associated district).

- Phase will focus on information gathering and developing a draft shared vision, goals and action plan that strategically aligns desires, aspirations, and visions.
  - Types of venues, audiences it would serve
  - Explore operations, programming and management
  - Define baseline for feasibility analysis (phase 2)
  - Inform economic development strategy

- Invite stakeholders from the Business Advisory Board, Citizens Advisory Budget Committee, Cultural Affairs Commission, Visit Aurora, etc. to participate in work sessions facilitated by consultants.
  - Work sessions will frame questions for Council
    - Facility types and operation models
    - Potential locations

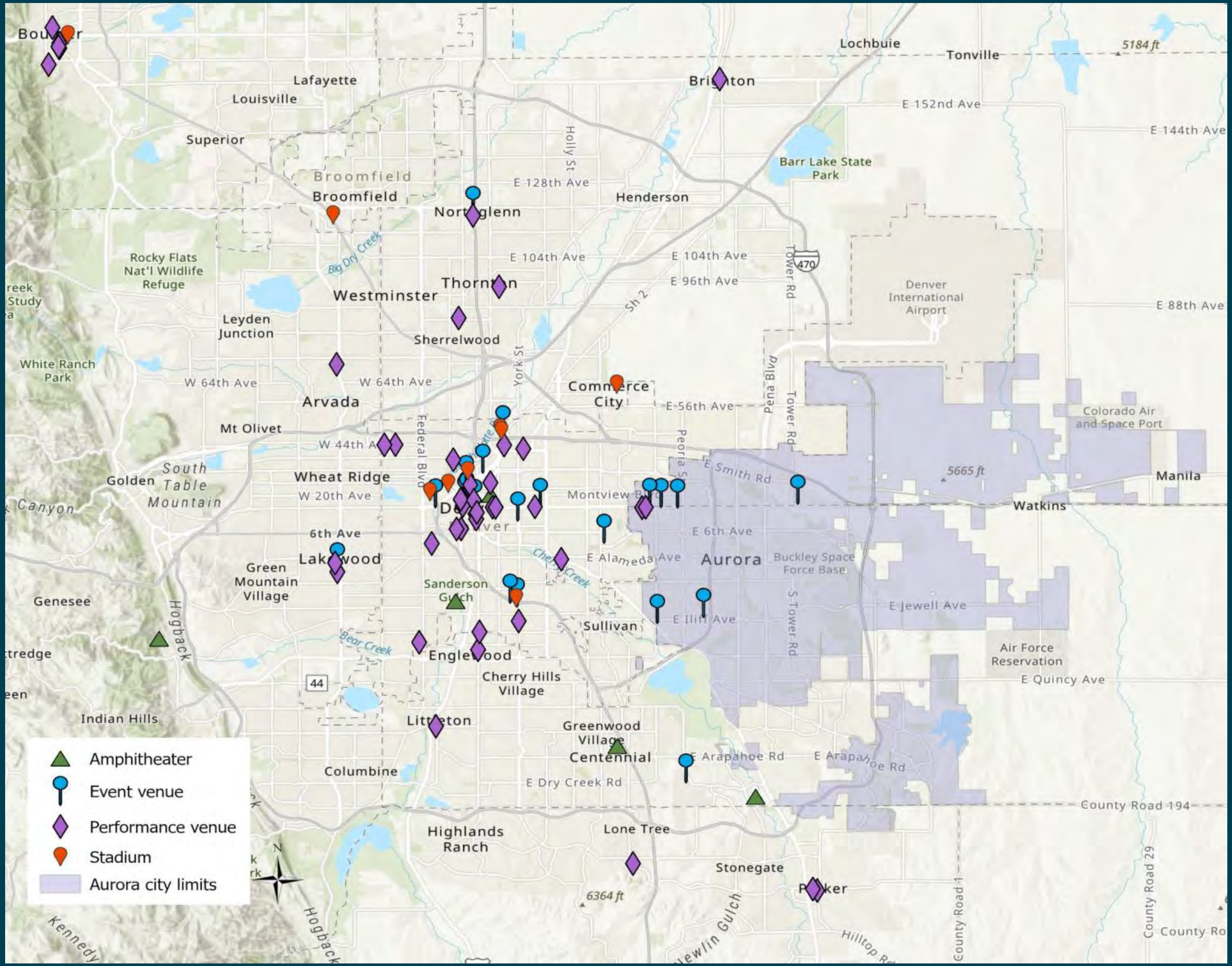
- **No defined project scope or identified location**

Today's agenda

- Process & data
- Benchmarking
- Visualizations of various venue types
- Council feedback
- Next steps

Process & data

Arts and entertainment venues near Aurora



Source: Esri, NASA, NGA, County and City of Denver, HERE, Garmin, SafeGraph, METI/NASA, USGS, SafeGraph, EPA, NPS, USDA, Keen Independent Research.

Spending potential indices

	Aurora	United States
Entertainment/recreation		
Index	*97*	*100*
Average	$ 3,544	$ 3,698
Entertainment/rec fees/admissions		
Index	*99*	*100*
Average	$ 835	$ 825
Tickets to theatre/operas/concerts		
Index	*94*	*100*
Average	$ 87	$ 90
Tickets to movies		
Index	*112*	*100*
Average	$ 70	$ 63

Source: Esri's U.S. Consumer spending data based on the Consumer Expenditure Survey (CEX) from the U.S. Bureau of Labor Statistics, U.S. Market Potential data based on survey data from MRI-Simmons.

Market potential indices

	Aurora	United States
Engaged in fundraising	91	100
Went to a live theatre	98	100
Volunteered for a charitable organization	97	100
Attended a…		
Classical/opera performance	109	100
Country music performance	100	100
Dance performance	109	100
Movie	105	100
Rock music performance	106	100

Source: Esri's U.S. Consumer spending data based on the Consumer Expenditure Survey (CEX) from the U.S. Bureau of Labor Statistics, U.S. Market

THEATRE PROJECTS SEMPLE BROWN KEEN INDEPENDENT RESEARCH

Households by annual household income and educational attainment of the Aurora population over age 25, 2022

	Aurora	United States
Total households	**145,277**	**128,586,317**
Household income		
$24,999 or less	10.6 %	15.8 %
$25,000 to $49,999	18.2	18.6
$50,000 to $74,999	20.3	16.9
$75,000 to $99,999	14.6	13.2
$100,000 to $199,999	27.9	25.6
$200,000 or more	8.4	9.9
Total	**100.0 %**	**100.0 %**
Median household income	$ **76,177**	$ **72,406**
Education (population age 25+)		
Less than high school	9.9 %	10.1 %
High school	26.6	27.1
Some college	29.5	27.7
Bachelor's degree	22.6	21.7
Graduate degree	11.6	13.4
Total	**100.0 %**	**100.0 %**

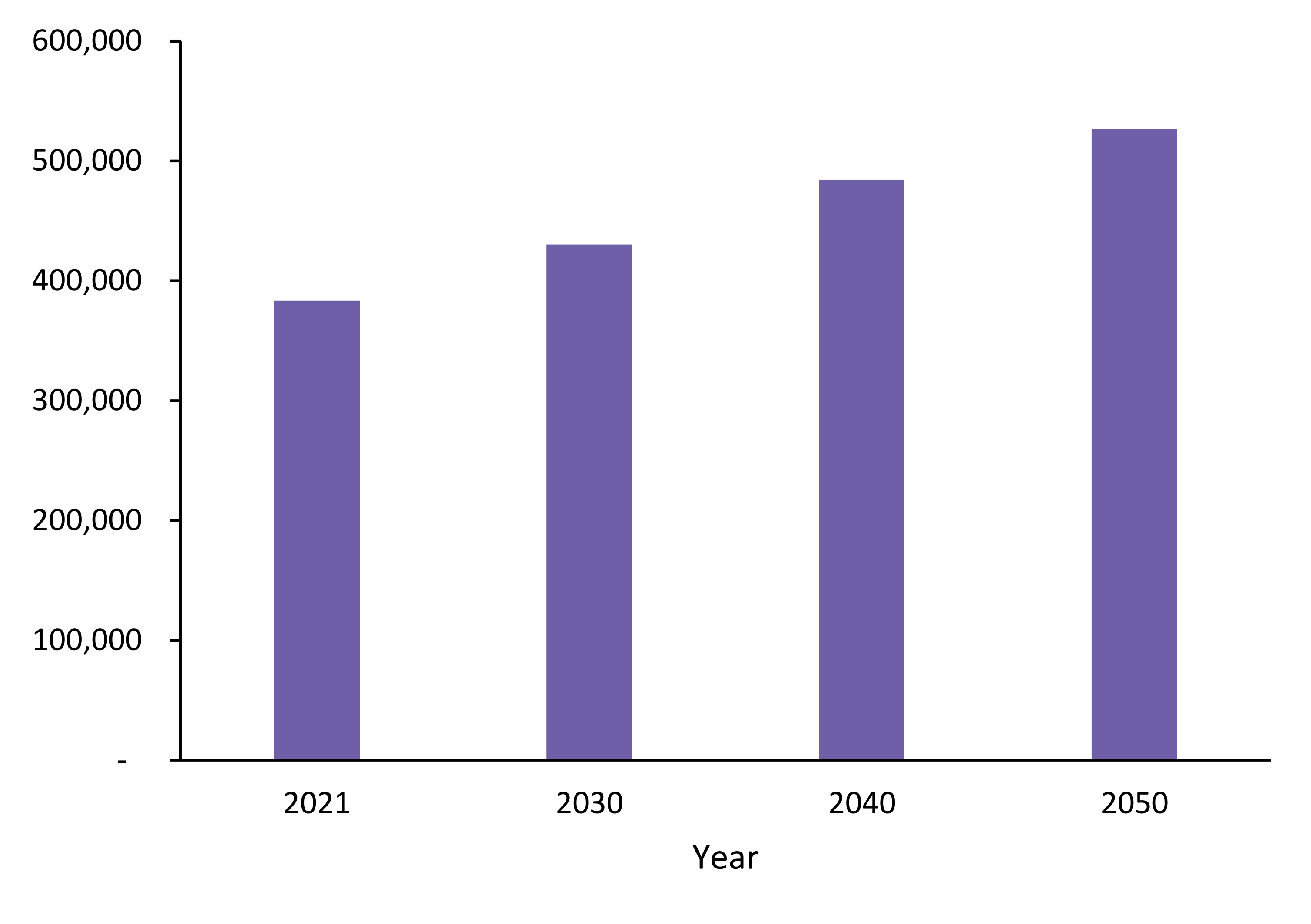
Source: Esri, American Community Survey, Keen Independent Research.

Aurora population by age, race and ethnicity, 2022

	Aurora	United States
Total population	**399,019**	**335,541,003**
Age		
Up to 10 years old	14.5 %	11.9 %
10 to 19 years old	13.4	12.5
20 to 29 years old	14.1	13.5
30 to 39 years old	14.8	13.6
40 to 54 years old	18.7	18.2
55 to 69 years old	15.6	18.5
70 or more years old	8.9	11.8
Total	**100.0 %**	**100.0 %**
Median Age	**35.4 %**	**38.9** %
Race		
African American	15.8 %	12.4 %
Asian American	6.5	6.1
Native American	1.4	1.1
Pacific Islander	0.4	0.2
Other race	13.7	8.6
Two or more races	15.4	10.6
White	46.7	61.0
Total	**100.0 %**	**100.0 %**
Ethnicity (of any race)		
Hispanic American	30.4 %	19.0 %
Non-Hispanic	69.6	81.0
Total	**100.0 %**	**100.0 %**

Source: Esri, American Community Survey, Keen Independent Research

Projected population change, Aurora, 2021-2050



Source: Colorado Department of Local Affairs, State Demography Office, Keen Independent Research.

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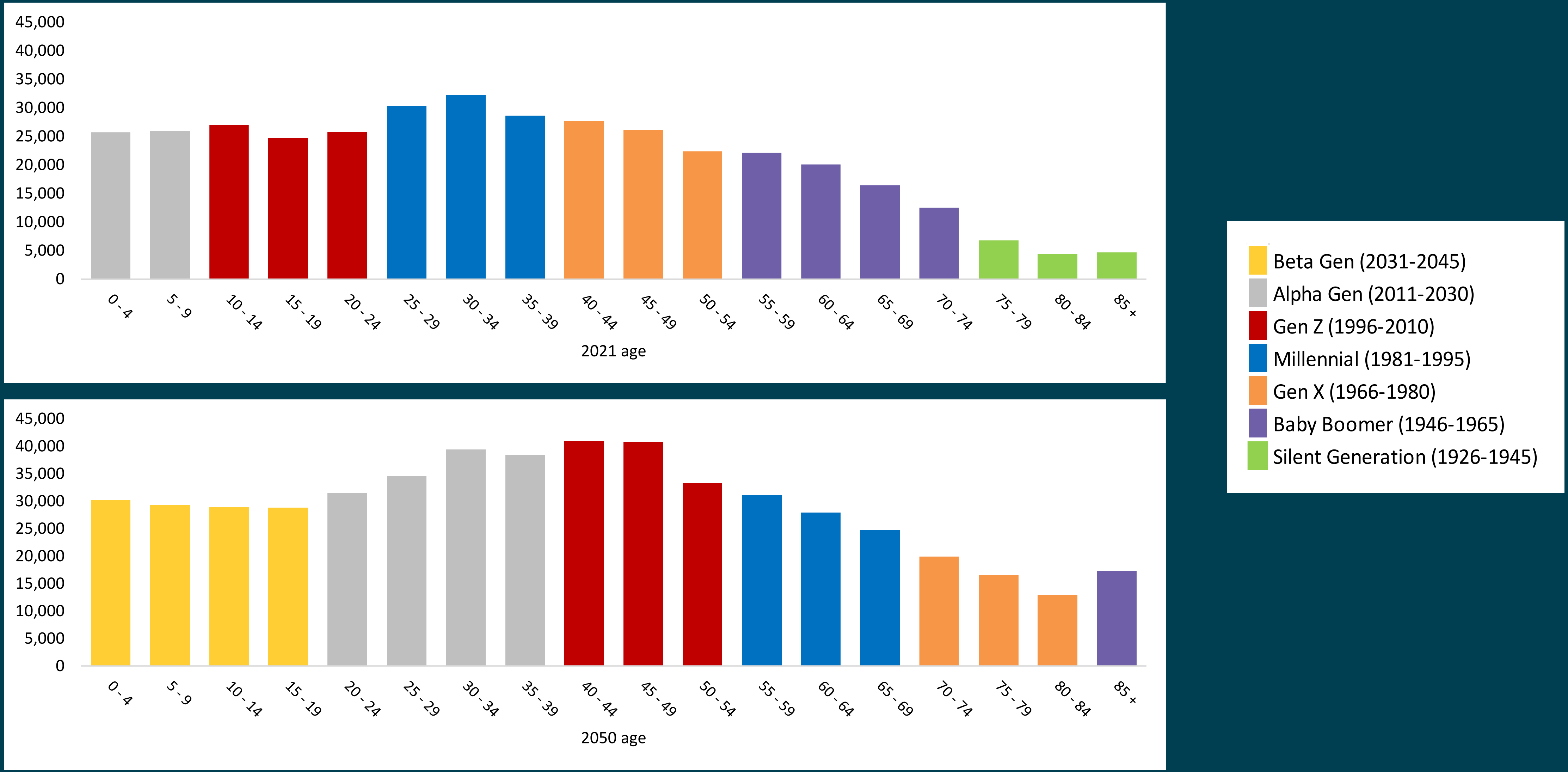
KEEN INDEPENDENT RESEARCH

Population for Aurora by age, 2021 and 2050



Source: Colorado Department of Local Affairs, State Demography Office, Keen Independent Research.

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Arts demand for Aurora relative to 2020 demand

	2021	2030	2040	2050
Jazz music	0 %	16 %	31 %	44 %
Latin, Spanish or salsa music	0	15	29	39
Classical music	0	20	39	54
Opera	0	22	42	58
Musical plays	0	17	33	47
Non-musical plays	0	18	35	49
Ballet	0	17	34	46
Dance (other than ballet)	0	16	32	45
Film	0	16	30	40
Art museums and galleries	0	16	30	42
Craft/visual art festivals	0	16	32	44
Outdoor festivals	0	16	32	44
Art exhibits	0	16	30	42
Live music performances	0	16	31	42

Note: Live music performances includes rock, country, R&B, soul and other music genres.

Source: Colorado Department of Local Affairs, State Demography Office, 2017 Survey of Public Participation in the Arts, Keen Independent Research

THEATRE PROJECTS · SEMPLE BROWN · KEEN INDEPENDENT RESEARCH

Venue programming and inventory

Potential direct competitors within about 20 minutes of drive time to City Center in Aurora

- **Commercial concert venues:**
  - Fiddler's Green Amphitheatre
  - Gothic Theatre
  - Bluebird Theater
  - Mission Ballroom
  - Lost Lake Lounge
  - Denver Botanic Gardens
  - Soiled Dove Underground

Soiled Dove Underground

Source: tavernhg.mobi/soileddove

Venue programming and inventory

Potential direct competitors within about 20 minutes of drive time to City Center in Aurora

- **Performing arts venues:**
  - Mizel Arts and Culture Center
  - Vintage Theatre
  - Newman Center for the Performing Arts
  - Lone Tree Arts Center
  - Aurora Fox Arts Center
  - PACE Center

PACE Center

Source: parkerarts.org

Venue programming and inventory

Potential direct competitors within about 20 minutes of drive time to City Center in Aurora

- **Event venues:**
  - Noonan's Event Center
  - Frontier Club
  - Events Center at National Western Complex
  - Infinity Park
  - The Hangar
  - Martha's Aurora Event Center

National Western Complex

Source: Denver.org

THEATRE PROJECTS · SEMPLE BROWN · KEEN INDEPENDENT RESEARCH

Summary of events in Aurora and Denver venues by genre, 2022-2023

Venue	Events	Event days	Ticket price range	Median ticket price
Comedy	12	12	$ 15-185	$ 39
Dance	15	18	22-74	50
Film	18	82	0-72	0
Music	621	668	0-100	30
Musical	25	289	10-53	44
Opera	4	4	22	22
Play	24	138	5-53	30
Speaker series	12	12	0-45	25
Variety show	11	19	5-48	7

Note: Median price for film includes several events at the Denver Botanic Gardens that are free with the cost of admission. Omitting these events, the median ticket price for films is $15. One venue (Stampede) had two music events that offered VIP tickets for $450 and $1,140. These were removed from the upper end of the range, as they were extreme outliers.

Source: Keen Independent Research.

THEATRE PROJECTS

SEMPLE BROWN

KEEN INDEPENDENT RESEARCH

Summary of events in Aurora and Denver venues by venue, 2022-2023

Venue	Type	Capacity	Events	Event days	Ticket price range	Median ticket price	Percent producing
Arvada Center	Theatre	500	5	116	$ 24-56	$ 53	100 %
Aurora Fox Arts Center	Theatre	240	10	123	20-54	36	99
Bluebird Theater	Event venue	500	181	193	10-40	23	0
Denver Botanic Gardens Strum Family Auditorium	Auditorium	265	13	58	0-20	0	0
Denver Botanic Gardens UMB Bank Amphitheater	Amphitheatre	2,500	8	8	55-74	74	0
Gothic Theatre	Event venue	1,100	70	70	20-125	25	0
Lone Tree Art Center Event Hall	Event venue	225	13	14	0-10	5	0
Lone Tree Art Center Main Stage	Theatre	500	90	101	7-75	25	0
Lone Tree Art Center Terrace Theater	Amphitheatre	350	4	4	40-45	40	0
Mission Ballroom	Event venue	3,950	92	102	20-120	35	0
Mizel Arts and Culture Center	Theatre	400	13	51	10-72	15	51
Newman Center for the Performing Arts Concert Hall	Theatre	971	69	89	35-185	40	37
Newman Center for the Performing Arts Flex Theatre	Theatre	350	2	11	10-15	15	100
Newman Center for the Performing Arts Recital Hall	Theatre	224	8	8	0-12	12	100
Stampede	Event venue	2,000	86	88	0-100	45	0
The Hangar at Stanley	Event venue	2,040	1	1	N/A	N/A	0
The Soiled Dove Underground	Event venue	400	65	73	15-95	25	0
Town Hall Arts Center	Theatre	260	15	132	30-52	44	95

Note: Stampede had two music events that offered VIP tickets for $450 and $1,140. These were removed from the upper end of the range, as they were extreme outliers.

Source: Keen Independent Research.

*data pulled for venues with a capacity of 200 or greater

Benchmarking

Benchmarking process & criteria

- Public/Private partnership
- Proximity to a large metropolitan area
  - Aurora to Denver model
- Medium to large commercial music venue
  - 2,500 – 3,000 seats

Benchmarking overview

Venue Name	Location	Owner	Manager	Capacity	Gross Square Footage	Construction Cost	Construction Cost (2022 buying power)	Operating Budget
Crown Complex	Fayetteville, North Carolina	Cumberland County Civic Center Commission	OVG360	Coliseum: 10,880 Arena: 4,500 Theatre: 2,440	Arena: 11,552 sq ft Expo Center: 60,000 sq ft Ballroom: 9,200 sq ft	Ballroom & coliseum: $55m in 1997	$100.3m	Operates at a loss
Stephens Auditorium	Ames, Iowa	Iowa State University	VenuWorks	2,600	128,224 sq ft	$4.9m in 1969	$39.1m	$2.7m
Toyota Music Factory	Irving, Texas	ARK Group	Live Nation	Theatres: 4,000 & 2,500	500,000+ sq ft	$175m in 2017	$208.9m	$3.3m
American Bank Center	Corpus Christi, Texas	City of Corpus Christi	OVG360	Auditorium: 2,500 Arena: 10,000	Convention Center: 138,000	Arena: $49m	$75.9m	$13m

THEATRE PROJECTS

SEMPLE BROWN

Crown Complex (Fayetteville, North Carolina)

Opened	In phases in the 60s, 80s and 90s
Owner	Cumberland County Civic Center Commission
Operator	OVG360
Capacity	4,500 (arena) 10,880 (coliseum) 2,440 (theatre) 60k sq ft (expo center) 9.2k sq ft (ballroom)

THEATRE PROJECTS

SEMPLE BROWN

Stephens Auditorium (Ames, Iowa)

Opened	1969
Owner	Iowa State University
Operator	VenuWorks
Capacity	2,600

THEATRE PROJECTS

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Toyota Music Factory (Irving, Texas)

Opened	2017
Owner	ARK Group
Operator	Live Nation
Capacity	8,000 (amphitheater) 1,500 (plaza) 4,000 (theatre) 2,500 (theatre)

THEATRE PROJECTS

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American Bank Center (Corpus Christi, Texas)

Opened	1979 (auditorium) 1980 (Convention Center) 2004 (arena)
Owner	City of Corpus Christi
Operator	OVG360
Capacity	2,500 (auditorium) 10,000 (arena)

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Visualizations

25

Performing Arts Center

Patricia Reser Center for the Arts

Beaverton, OR

Opened	2022
Owner	City of Beaverton
Operator	Patricia Reser Center for the Arts (non-profit organization)
Capacity	550

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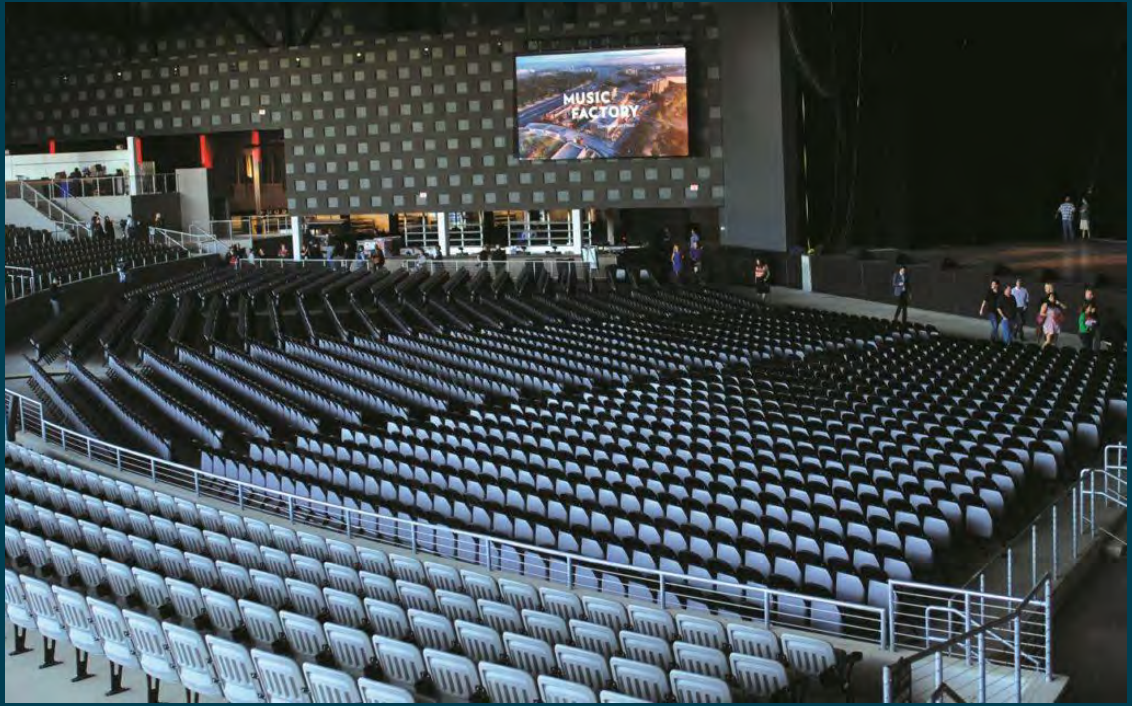
Commercial Music Venue

Toyota Music Factory

Irving, TX

Opened	2017
Owner	ARK Group
Operator	Live Nation
Capacity	8,000 (amphitheater) 1,500 (plaza) 4,000 (theatre) 2,500 (theatre)



THEATRE PROJECTS

SEMPLE BROWN

Multi-Venue facility

Mesa Arts Center

Mesa, AZ

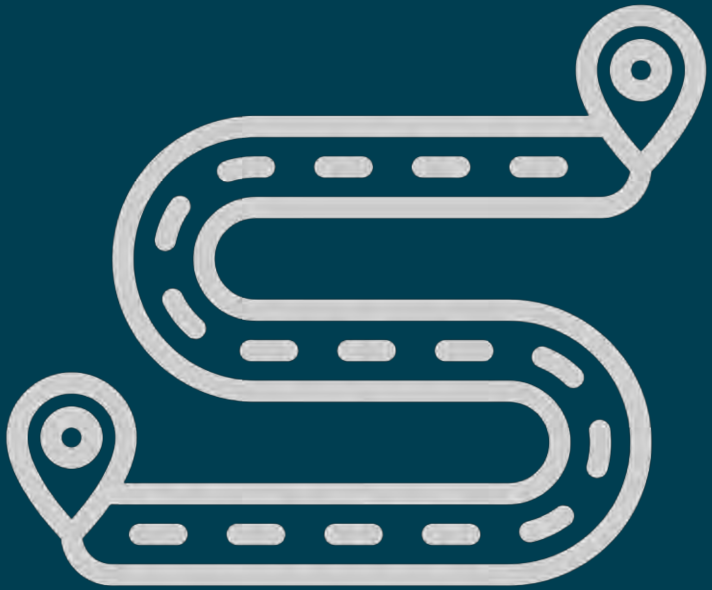
Opened	2005
Owner	City of Mesa
Operator	City of Mesa
Capacity	1,600 (theatre) 550 (theatre) 200 (theatre) 99 (black box)

THEATRE PROJECTS

SEMPLE BROWN

Council Feedback

Next Steps



SEMPLE BROWN

PLANNING AND ECONOMIC DEVELOPMENT POLICY COMMITTEE MEETING MINUTES

Date: **June 15, 2022**
Time: **8:30 am**

Members Present	Chair: Councilmember Danielle Jurinsky, Vice Chair: Councilmember Dustin Zvonek, Councilmember Angela Lawson
Others Present	Adrian Botham, Alicia Montoya, Alison Lueck, Andrea Amonick, Andrea Barnes, Ari Muca, Becky Hogan, Bob Oliva, Brad Pierce, Brandon Cammarata, Brian Duffany, Brian Rulla, Bruce Dalton, Cathy DeWolf, Daniel Krzyzanowski, Daniel Money, David Schoonmaker, Diana Rael, Garrett Walls, Gayle Jetchick, Gregg Johnson, Jacob Cox, Jake Calegari, Jason Batchelor, Jeannine Rustad, Jeffrey Moore, Jennifer Orozco, Jessica Prosser, Julie Patterson, Karen Hancock, Kim Kreimeyer, Liz Fuselier, Marcia McGilley, Marisa Noble, Marvina Redding, Mathew Wasserburger, Melissa Rogers, Melvin Bush, Michelle Gardner, Mindy Parnes, Rachel Allen, Rachid Rabbaa, Sarah Wile, Scott Berg, Shannon Fender, Sunny Banka, Susan Chapel, Swirvine Nyirenda, Tod Kuntzelman, Trevor Vaughn, Victor Rachael, Yuriy Gorlov

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1. CALL TO ORDER

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2. APPROVAL OF MAY 11, 2022 DRAFT MINUTES–COUNCIL MEMBER JURINSKY

2.a The minutes were approved.

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3. GENERAL BUSINESS

3.a BAB Request to Council to initiate a study measuring the viability of creating a centrally located large performing arts venue (and associated entertainment district) within the City of Aurora

Summary of Issue and Discussion:

Andrea Amonick, Manager Development Services / Garrett Walls, BAB Chair, Shannon Fender, BAB Member

Garrett Walls and Shannon Fender presented the BAB (Business Advisory Board) request to initiate a study regarding a centrally located performing arts venue within the city. Aurora does not have a large venue arts, entertainment, and culture district with a performance space that is on par with a city of its size. These could be cultural and revenue generators for the city to attract visitors. The BAB is requesting an evaluation of the possibility of bringing in revenue by creating another District for arts, entertainment, and culture in the city. The survey will identify cost, potential, locations, types of venues, types of audiences, and funding.

Parker Colorado has the PACE Center which will have an ongoing summer concert series. Glendale broke ground on a multi-million entertainment district that has areas for families, dining, entertainment venues, and concert venues. Colorado Springs is breaking ground on their amphitheater called The Sunset. Commerce City has Dick's Sporting Goods Park that can seat up to 25,000 for concerts. Arvada has the Arvada Center for arts, humanities, and education. Denver has Mission Ballroom that can be utilized for concerts and may be rented for weddings, galas, tradeshows, corporate meetings, etc.

BAB has been working with Andrea Amonick and her team. Planning staff Daniel Krzyzanowski and Mindy Parnes have been discussing viability options, possibly within the city center, Ward II, and Ward VI.

- Council Member Zvonek expressed his support and stated that having a cultural arts complex is a boost for the city and helps keep the sales tax revenue within Aurora. He mentioned that the operation costs could hopefully be augmented by the tax paid for through SCFD (Scientific and Cultural Facilities District). He also mentioned that staff can consider private investments through companies and foundations to build the center. Garrett Walls mentioned that the city contributes to the SCFD, but only Denver venues are considered Tier 1 recipients of SCFD funds. Aurora is receiving less than $1 million and has a few venues in Tier 2 and Tier 3.
- Andrea Amonick mentioned that Aurora does not get a fair share of the SCFD funds. She noted that the city has a designated cultural arts district on Colfax but is not of the scale of Tier 1 which could be more centrally located. She added that Visit Aurora is supportive of the idea of exploring the proposed center. She mentioned that the city needs more facilities to serve as entertainment facilities for the people coming in.
- CM Lawson expressed her support. She mentioned that they should also maintain the arts district in Northwest Aurora, and it is important to have both cultural areas.
- CM Lawson mentioned she would want input from George Peck, Daniel Lehman, and Stephanie Hancock who is the president of the Aurora Cultural Arts District. She expressed her support for the study.
- Melvin Bush mentioned that there have been smaller venues such as the Anschutz pop-up. He said that they could also study how many of the smaller venues are utilized and if there are opportunities to expand them. He added that the old town, Stanley, and Montview are vital areas.

- Bruce Dalton said that he supports the survey and would like to be part of the process. He mentioned that he presented to the PR+ Committee (The Public Relations, Communications, Tourism, Libraries, Boards & Commissions & Citizen Groups Policy Committee) focusing on a new entertainment district. He said that Ward III or City Center would be viable places, and Ward II may have a chance through private development. He added that the Broncos' new stadium would be a good place in Ward II. He stressed that Visit Aurora fully supports the cultural arts district on Colfax Avenue and that Aurora is large enough to have more than one entertainment district.
- B. Dalton added that they have good relationships with the developers of Mission Ballroom and Tim White, the investor of Stanley Marketplace who would be open to conversations. He highlighted the difficulties of supporting businesses or entertainment with just local residents. He stressed the importance of marketing the entertainment districts to visitors to generate revenue for the city.
- CM Jurinsky agreed with B. Dalton. She stressed that they also need to keep public safety as a priority to attract people into Aurora. She mentioned the space at Aurora Mall that could be turned into a theater.

Outcome:
The Committee unanimously approved this item.

Follow-up Action:
None required.

3.b. Northeast Aurora Fiscal Impact Analysis Project Update

Summary of Issue and Discussion:
Karen Hancock, Principal Planner/ Brian Duffany, Economic Planning Systems Inc.

Karen Hancock provided an update on the Northeast Aurora Fiscal Impact Analysis Project. In a January study session, the project was presented to initiate a fiscal impact analysis to include an additional 12 square miles into the city's planning annexation boundary. This is to estimate revenue generated by new development and the cost to provide city services. In 2021, a property owner requested the annexation of a property located outside of the planning and annexation boundary. Given the larger geography, the city has more opportunity to look at infrastructure and land use more broadly. The current planning and annexation boundary was adopted into Aurora Places. To change this, an amendment to the comprehensive plan must be approved by the supermajority of the council. Only non-residential land uses are permitted in the area due to DEN and the Colorado Air and Space Port. City Council unanimously approved the request. Economic and Planning Systems (EPS) were hired to take cost and revenue data to model the fiscal impact of adding the 12 square miles.

The planning staff and the consultant used the Colorado Air and Space Port Area Plan to develop a land-use matrix that provides the foundation for the city service departments to estimate service capital costs and revenues. Staff will use case studies

THEATRE PROJECTS

City of Aurora

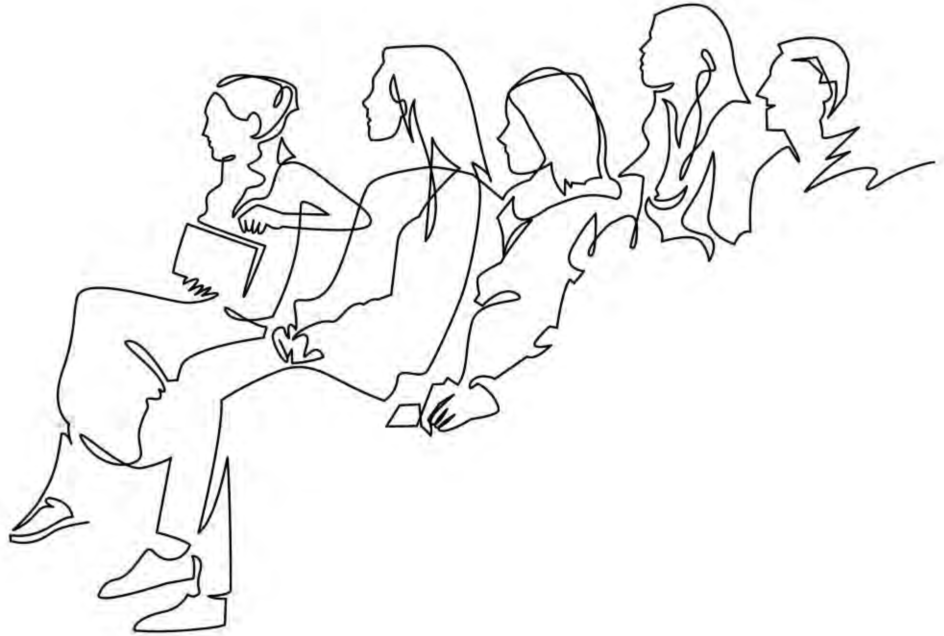
Market Programming Inventory Analysis – January 2023

Executive summary

This programming inventory study was created to help the City of Aurora, Colorado better determine the demand and need for cultural arts and entertainment infrastructure. The study provides critical information about the current market gaps, opportunities, and risks related to increasing cultural arts and entertainment infrastructure. Theatre Projects, teamed with our research partner, Keen Independent Research, conducted a preliminary programming inventory analysis in January 2023. Keen Independent's research and data gathering informed our analysis through proven data driven market research means and methods. Through this process, the project team gathered current data on competitive venues in an approximate twenty minutes driving range, with a diverse range of performing arts and entertainment programming. This data was then applied to localized demand projections.

This report includes market research areas of:

- Market demographics
- Venue inventory (presenting, producing, and rental entities)
- Programming inventory
- Cultural arts and entertainment demand projections



Market Demographics

The City of Aurora, Colorado's population is younger, more racially/ethnically diverse, and has a higher median household income than the national average. As the city looks at opportunity and risk related to arts, culture, and entertainment programming, finding programming and gathering spaces that are welcoming to this demographic may help to set Aurora apart from other regional and local competition.

Venue Inventory

Eight venues were identified in total, six event venues and two performance venues. Residents of Aurora have few options for arts and entertainment venues in their immediate area, which presents an opportunity for a new venue, as well as a need for additional programming to reach the younger and more diverse population.

Spending Potential

Indices are close to the national averages in all categories except tickets to the movies, which is 12 percent higher than average. A diversity of programming can be supported by this spending potential.

Population Growth & Demand

Aurora is forecasted to grow from about 380,000 residents (2021) to just under 530,000 by 2050, about a 37 percent increase in total residents. As Aurora's population grows, it is projected to age slightly. Participation in events of different types tend to vary by age group, so the current and short-term demand versus longer-term demand is something to consider. Keen Independent projects that unconstrained demand for Aurora arts and entertainment activities will increase by about 39 to 58 percent between 2021 and 2050. This demand growth is determined by pre-pandemic figures, so local ticket sales recovery post-pandemic should be assumed within these unconstrained demand projections.

Programming Inventory

Studying a market area within about 20 minutes of driving time, 1,200+ event days were identified. Music events were by far the most abundant in the Aurora and Denver areas, with about 621 distinct events spanning 668 event days. Plays and musicals, though smaller in number of distinct productions, have runs that last several weeks, so event days for these types of performances were up to 289. The Bluebird Theater had the most events (generally one-night music performances), based on events we could locate in venues with capacity greater than 225. With the venues available today in Aurora, the types of programming that might entice residents to stay local, or that would attract tourists will be limited due to venue size.

Programming Opportunity

- **Comedy** –Denver's comedy clubs are further from Aurora than the defined competitive market. Demand for comedy is growing nationwide and may be of interest for Aurora's population. Comedy may also resonate with Aurora's younger and more diverse population, if well programmed. The comedy programming can range from headliner names, to regional, and more focused up-and-coming talent—all dependent on the venue size and format.
- **Diverse Programming** – Music and musicals dominate the calendars across the studied venues, so opportunity may exist in providing the traditional community performing arts center programming, while also supporting local and regional artists and acts. Investing in family programming may also be successful based on the eventual growth of family units.

9. Summary of events in Aurora and Denver venues by genre, 2022-2023

Venue	Events	Event days	Ticket price range	Median ticket price
Comedy	12	12	$ 15-185	$ 39
Dance	15	18	22-74	50
Film	18	82	0-72	0
Music	621	668	0-100	30
Musical	25	289	10-53	44
Opera	4	4	22	22
Play	24	138	5-53	30
Speaker series	12	12	0-45	25
Variety show	11	19	5-48	7

Note: Median price for film includes several events at the Denver Botanic Gardens that are free with the cost of admission. Omitting these events, the median ticket price for films is $15. One venue (Stampede) had two music events that offered VIP tickets for $450 and $1,140. These were removed from the upper end of the range, as they were extreme outliers.

Source: Keen Independent Research.

Research introduction

Methodology

Keen Independent gathered demographic, spending, and market potential information about the population within the City of Aurora. With this information, along with population projections from the Colorado State Demography Office and attendance data provided by the National Endowment for the Arts, potential demand for various types of entertainment is also projected out to 2050.

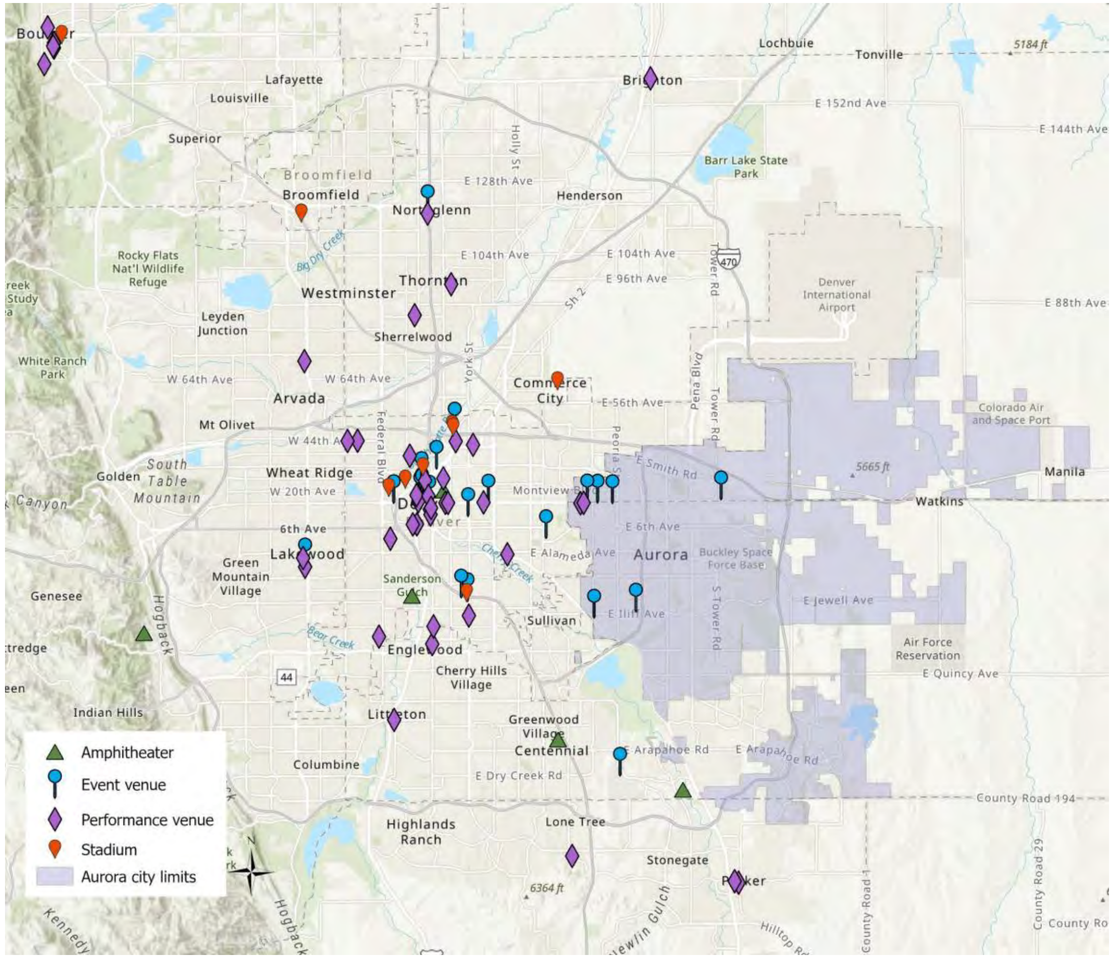
This process inventoried venues in the surrounding area and gathered data on seat count and venue type. For the venues in and near Aurora with seating capacities of 225 to 4,000, Keen Independent gathered event data such as type of event, date of event, ticket prices, whether the event is produced or presented, and other event data to illustrate the performing arts and events market in the Aurora, Colorado, area.

Nearby venues

To provide an overview of the market, Keen Independent searched for relevant venues in the Aurora and Denver areas. Figure 1 presents an inventory of various performing arts and events venues near the City of Aurora. Denver and other nearby cities have dozens of performance and event venues with a few large stadiums.

Keen Independent identified six event venues in Aurora and only two performance venues. Residents of Aurora have few options for arts and entertainment venues in their immediate area, which presents an opportunity for a proposed venue to engage local audiences.

1. Map of arts and entertainment venues near Aurora



Source: Esri, NASA, NGA, County and City of Denver, HERE, Garmin, SafeGraph, METI/NASA, USGS, SafeGraph, EPA, NPS, USDA, Keen Independent Research.

Demographic analysis

Entertainment spending and market potential. Figures 2 and 3 illustrate spending potential indices (SPI) and market potential indices (MPI) of the City of Aurora, respectively. Note that the SPI compares the average amount spent locally for a product to the average amount spent nationally. An index of 100 reflects the average; an SPI of 70, for example, indicates that average spending by local consumers is 30 percent below the national average. MPI measures the relative likelihood of the adults in the specified trade area to exhibit certain consumer behavior or purchasing patterns compared to the U.S. An MPI of 100 represents the U.S. average.

Spending potential. In the City of Aurora, the spending potential indices are close to the national averages in all categories except tickets to the movies, which is 12 percent higher than average. A potential future venue may be successful as a multipurpose space that can host different types of events to continually attract the local community, and a range of programming can be supported by this spending potential.

2. SPI for certain types of entertainment spending by the population in Aurora, 2022

	Aurora	United States
Entertainment/recreation		
Index	*97*	*100*
Average	$ 3,544	$ 3,698
Entertainment/rec fees/admissions		
Index	*99*	*100*
Average	$ 835	$ 825
Tickets to theatre/operas/concerts		
Index	*94*	*100*
Average	$ 87	$ 90
Tickets to movies		
Index	*112*	*100*
Average	$ 70	$ 63

Source: Esri's U.S. Consumer spending data based on the Consumer Expenditure Survey (CEX) from the U.S. Bureau of Labor Statistics, U.S. Market Potential data based on survey data from MRI-Simmons.

Demographic analysis

Market potential. The MPI was close to the national average for all categories Keen Independent examined as part of this analysis. Behaviors with the highest positive difference between the local average and the national average were attendance of a classical or opera performance and attendance of a dance performance (both were 9% higher than the national average). This information supports the idea that a proposed venue may attract more local audiences with a more variety and options of programming.

Additionally, people in the Aurora area were 9 percent less likely to engage in fundraising and 3 percent less likely to volunteer for a charitable organization compared to the national average. An intentional fundraising campaign with donor recognition and benefits that would be valuable to the community may encourage audiences to contribute; however, the City may need to provide some subsidy to cover operational deficits that are not covered by fundraising efforts. Utilizing volunteers for smaller efforts that are not crucial to the proposed venue's operations may help engage the local community while not relying on their labor.

3. MPI for attending certain activities by the population in Aurora, 2022

	Aurora	United States
Engaged in fundraising	91	100
Went to a live theatre	98	100
Volunteered for a charitable organization	97	100
Attended a…		
Classical/opera performance	109	100
Country music performance	100	100
Dance performance	109	100
Movie	105	100
Rock music performance	106	100

Source: Esri's U.S. Consumer spending data based on the Consumer Expenditure Survey (CEX) from the U.S. Bureau of Labor Statistics, U.S. Market

Demographic analysis

Population demographics. Figures 4 and 5 present demographics of the resident population of Aurora in 2022.

Compared to the national average, the population of Aurora is younger, more racially/ethnically diverse, and has a higher median household income. Appealing to locals through events and performances that highlight Black and Hispanic culture, for example, may encourage audiences to frequent a new venue if programming as available for them.

4. Households by annual household income and educational attainment of the Aurora population over age 25, 2022

	Aurora	United States
Total households	**145,277**	**128,586,317**
Household income		
$24,999 or less	10.6 %	15.8 %
$25,000 to $49,999	18.2	18.6
$50,000 to $74,999	20.3	16.9
$75,000 to $99,999	14.6	13.2
$100,000 to $199,999	27.9	25.6
$200,000 or more	8.4	9.9
Total	**100.0 %**	**100.0 %**
Median household income	$ **76,177**	$ **72,406**
Education (population age 25+)		
Less than high school	9.9 %	10.1 %
High school	26.6	27.1
Some college	29.5	27.7
Bachelor's degree	22.6	21.7
Graduate degree	11.6	13.4
Total	**100.0 %**	**100.0 %**

Source: Esri, American Community Survey, Keen Independent Research.

5. Aurora population by age, race and ethnicity, 2022

	Aurora	United States
Total population	**399,019**	**335,541,003**
Age		
Up to 10 years old	14.5 %	11.9 %
10 to 19 years old	13.4	12.5
20 to 29 years old	14.1	13.5
30 to 39 years old	14.8	13.6
40 to 54 years old	18.7	18.2
55 to 69 years old	15.6	18.5
70 or more years old	8.9	11.8
Total	**100.0 %**	**100.0 %**
Median Age	**35.4 %**	**38.9** %
Race		
African American	15.8 %	12.4 %
Asian American	6.5	6.1
Native American	1.4	1.1
Pacific Islander	0.4	0.2
Other race	13.7	8.6
Two or more races	15.4	10.6
White	46.7	61.0
Total	**100.0 %**	**100.0 %**
Ethnicity (of any race)		
Hispanic American	30.4 %	19.0 %
Non-Hispanic	69.6	81.0
Total	**100.0 %**	**100.0 %**

Source: Esri, American Community Survey, Keen Independent Research

Demand projections

Methodology

Local demand for arts activities is likely to grow as the Aurora area grows in population. Keen Independent examined population forecasts for Aurora developed by the Colorado Department of Local Affairs.

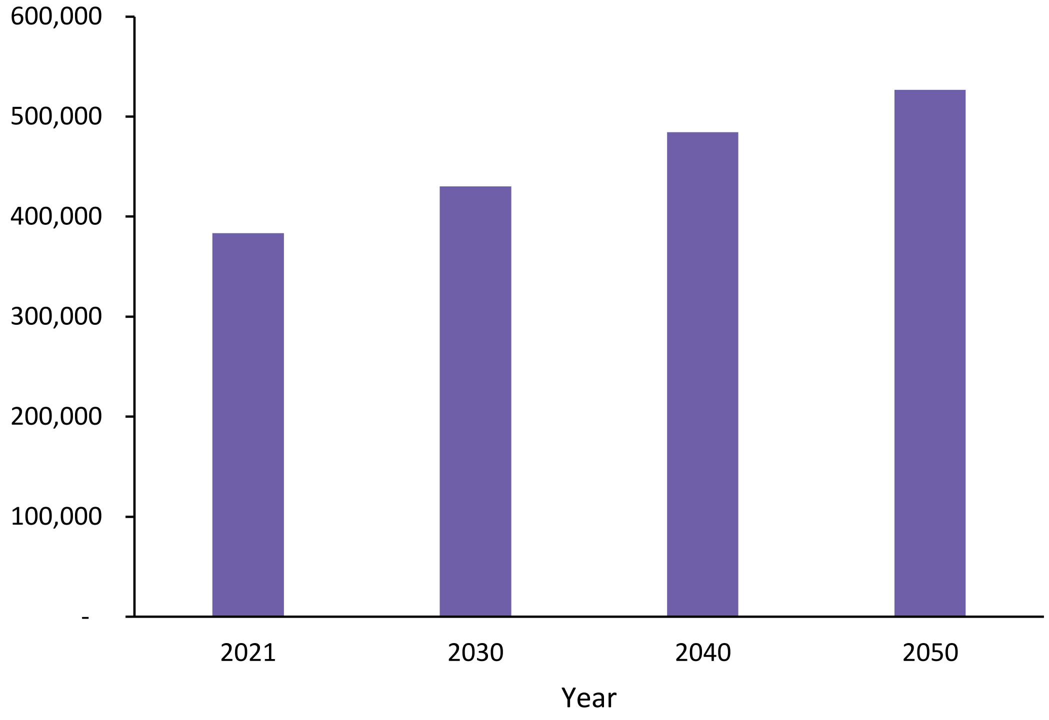
Population forecasts. The State Demography Office in the Colorado Department of Local Affairs forecasts Aurora to grow from about 380,000 residents in 2021 to just under 530,000 in 2050, about a 37 percent increase in total residents (see Figure 6). According to these data, the Aurora population is expected to increase at a rate of about 1 percent annually.

Population by age in 2020. The age profile of local residents also affects demand for arts activities. Figure 7 on the following page illustrates the age distribution of the Aurora population. The graph shows the population grouped according to widely recognized generations beginning with the Silent Generation (born between 1926 and 1945) to Gen Z (born between 1996 and 2010) and the Alpha Generation (born in 2011 and later years).

Population by age in 2050. Figure 7 also presents the projected age distribution for the Aurora population in 2050 based on the Colorado Department of Local Affairs projections for the area. Note that Keen Independent shows a cohort of people who will be born between 2031 and 2045 as "Beta Gen" (name invented to follow the "Alpha Gen" generation now being born).

As Aurora's population grows, it is projected to age slightly. Participation in events of different types tend to vary by age group—for instance, more than a third of U.S. adults aged 18 to 44 attended a live music, theatre, or dance event and attendance rate of those events decreased with age[1]—so the City should consider if planning to construct a new venue.

6. Total projected population change, Aurora, 2021–2050

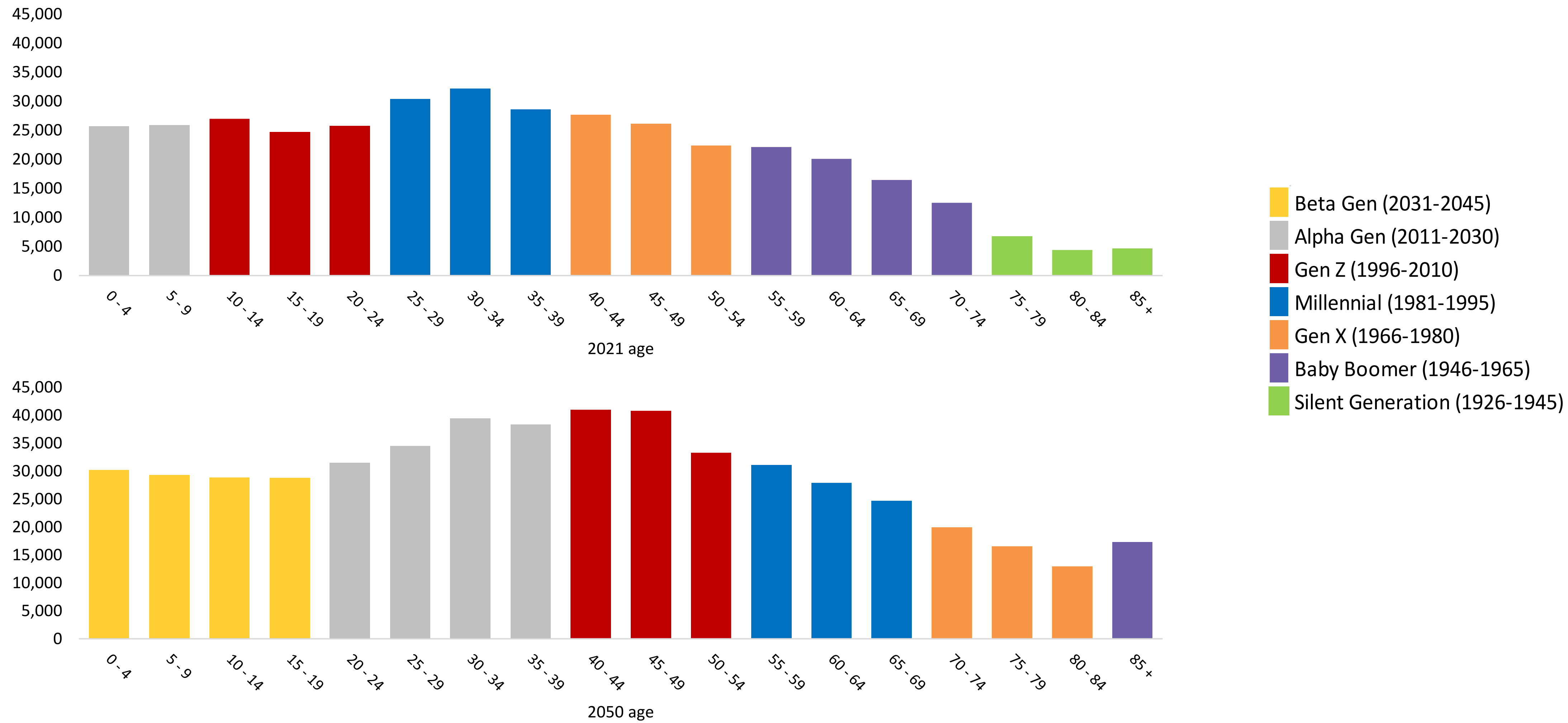


Source: Colorado Department of Local Affairs, State Demography Office, Keen Independent Research.

1 https://www.arts.gov/impact/research/arts-data-profile-series/adp-32

Demand projections

7. Population for Aurora by age, 2021 and 2050



Source: Colorado Department of Local Affairs, State Demography Office, Keen Independent Research.

Demand projections

Demand projections

Keen Independent developed a demand scenario for Aurora from the Colorado Department of Local Affairs population projections and national attendance data generated by the National Endowment for the Arts (NEA) 2017 Survey of Public Participation in the Arts (SPPA).

Key assumptions. These demand projections assume that the 2017 rates for arts participation do not change and that the national trends of age-specific rates of attendance are consistent with the Aurora population. Although COVID-19 has had a major impact on arts attendance across the country, these projections assume that this is a temporary phenomenon.

Demand projections. Keen Independent projects that unconstrained demand for Aurora arts activities will increase by about 39 to 58 percent between 2021 and 2050. For example, demand for attending musicals is projected to increase by 47 percent over the next 30 years.

The demand is "unconstrained" as it does not include any reductions or limitations of venues or their size. Figure 8 summarizes projected percentage increases in unconstrained demand.

Please note the following:

- Demand change is at 0 percent for 2021, because that is the starting year from which change is measured;
- These demand changes are based on pre-pandemic demand; and
- Projections reflect projected demand of the residents of Aurora, not tourists.

8. Arts demand projections for Aurora relative to 2020 demand

	2021	2030	2040	2050
Jazz music	0 %	16 %	31 %	44 %
Latin, Spanish or salsa music	0	15	29	39
Classical music	0	20	39	54
Opera	0	22	42	58
Musical plays	0	17	33	47
Non-musical plays	0	18	35	49
Ballet	0	17	34	46
Dance (other than ballet)	0	16	32	45
Film	0	16	30	40
Art museums and galleries	0	16	30	42
Craft/visual art festivals	0	16	32	44
Outdoor festivals	0	16	32	44
Art exhibits	0	16	30	42
Live music performances	0	16	31	42

Note: Live music performances includes rock, country, R&B, soul and other music genres.

Source: Colorado Department of Local Affairs, State Demography Office, 2017 Survey of Public Participation in the Arts, Keen Independent Research

Venue and programming inventory

Potential direct competitors

Keen Independent identified venues within about 20 minutes of drive time to City Center in Aurora. The venues within this area include:

- **Performance venues:**
  - Fiddler's Green Amphitheatre;
  - Mizel Arts and Culture Center;
  - Vintage Theatre;
  - Newman Center for the Performing Arts;
  - Gothic Theatre;
  - Bluebird Theater;
  - Lone Tree Arts Center;
  - Mission Ballroom;
  - Oxbow Amphitheater; and
  - Aurora Fox Arts Center.
- **Event venues:**
  - Stampede;
  - Noonan's Event Center;
  - Soiled Dove Underground;
  - Frontier Club;
  - Events Center at National Western Complex;
  - Lost Lake Lounge;
  - Denver Botanic Gardens;
  - The Hangar; and
  - Martha's Aurora Event Center.

Traditional municipal performing arts centers

The following municipal performing arts centers in the Denver area provide an overview of what types of performances they support. Keen Independent studied the genre of performances as well as notated whether they are presented (local and national tours) or produced shows (built from scratch and occurs in only one venue).

- Lone Tree Arts Center;
- Town Hall Arts Center; and
- Arvada Center.

Venue and programming inventory

Based on venues that appeared in the inventory map (Figure 1) and were within about 20 minutes of drive time to Aurora, Keen Independent developed an inventory of programming presented in the Aurora area and at venues that are similar to a potential future venue in Aurora.

In Figures 9 and 10, we present a summary of this inventory by event genre and venue for all venues with capacities of about 225 to 4,000. Note that this inventory includes events that were advertised online in January 2023 as well as available web archives on Wayback Machine. This list may not capture the full inventory of programs that occurred if events were not promoted online.

Of the 1,200+ event days that were studied, music events were by far the most abundant in the Aurora and Denver areas, with about 621 distinct events spanning 668 event days. Plays and musicals, though smaller in number of distinct productions, have runs that last several weeks, so event days for these types of performances were up to 289. The Bluebird Theater had the most events (generally one-night music performances), based on events we could locate in venues with capacity greater than 225.

9. Summary of events in Aurora and Denver venues by genre, 2022-2023

Venue	Events	Event days	Ticket price range	Median ticket price
Comedy	12	12	$ 15-185	$ 39
Dance	15	18	22-74	50
Film	18	82	0-72	0
Music	621	668	0-100	30
Musical	25	289	10-53	44
Opera	4	4	22	22
Play	24	138	5-53	30
Speaker series	12	12	0-45	25
Variety show	11	19	5-48	7

Note: Median price for film includes several events at the Denver Botanic Gardens that are free with the cost of admission. Omitting these events, the median ticket price for films is $15. One venue (Stampede) had two music events that offered VIP tickets for $450 and $1,140. These were removed from the upper end of the range, as they were extreme outliers.

Source: Keen Independent Research.

Venue and programming inventory

10. Summary of events in Aurora and Denver venues by venue, 2022-2023

Venue	Type	Capacity	Events	Event days	Ticket price range	Median ticket price	Percent producing
Arvada Center	Theatre	500	5	116	$ 24-56	$ 53	100 %
Aurora Fox Arts Center	Theatre	240	10	123	20-54	36	99
Bluebird Theater	Event venue	500	181	193	10-40	23	0
Denver Botanic Gardens Strum Family Auditorium	Auditorium	265	13	58	0-20	0	0
Denver Botanic Gardens UMB Bank Amphitheater	Amphitheatre	2,500	8	8	55-74	74	0
Gothic Theatre	Event venue	1,100	70	70	20-125	25	0
Lone Tree Art Center Event Hall	Event venue	225	13	14	0-10	5	0
Lone Tree Art Center Main Stage	Theatre	500	90	101	7-75	25	0
Lone Tree Art Center Terrace Theater	Amphitheatre	350	4	4	40-45	40	0
Mission Ballroom	Event venue	3,950	92	102	20-120	35	0
Mizel Arts and Culture Center	Theatre	400	13	51	10-72	15	51
Newman Center for the Performing Arts Concert Hall	Theatre	971	69	89	35-185	40	37
Newman Center for the Performing Arts Flex Theatre	Theatre	350	2	11	10-15	15	100
Newman Center for the Performing Arts Recital Hall	Theatre	224	8	8	0-12	12	100
Stampede	Event venue	2,000	86	88	0-100	45	0
The Hangar at Stanley	Event venue	2,040	1	1	N/A	N/A	0
The Soiled Dove Underground	Event venue	400	65	73	15-95	25	0
Town Hall Arts Center	Theatre	260	15	132	30-52	44	95

Note: Stampede had two music events that offered VIP tickets for $450 and $1,140. These were removed from the upper end of the range, as they were extreme outliers.

Source: Keen Independent Research.

Appendix A:

Programming Inventory Details

Venue	Venue type	Capacity	Presenter	Event name	Ticket range	Median ticket	Genre	Dates	Presenting or producing?
Arvada Center	Theater	500	Arvada Center Theatre	Big Band Royalty	$24	$24	Music	1/21/2023	Producing
Arvada Center	Theater	500	Arvada Center Theatre	Into the Woods	$53	$53	Musical	9/7/2022	Producing
Arvada Center	Theater	500	Arvada Center Theatre	Into the Woods	$53	$53	Musical	9/8/2022	Producing
Arvada Center	Theater	500	Arvada Center Theatre	Into the Woods	$53	$53	Musical	9/9/2022	Producing
Arvada Center	Theater	500	Arvada Center Theatre	Into the Woods	$53	$53	Musical	9/10/2022	Producing
Arvada Center	Theater	500	Arvada Center Theatre	Into the Woods	$53	$53	Musical	9/11/2022	Producing
Arvada Center	Theater	500	Arvada Center Theatre	Into the Woods	$53	$53	Musical	9/13/2022	Producing
Arvada Center	Theater	500	Arvada Center Theatre	Into the Woods	$53	$53	Musical	9/14/2022	Producing
Arvada Center	Theater	500	Arvada Center Theatre	Into the Woods	$53	$53	Musical	9/15/2022	Producing
Arvada Center	Theater	500	Arvada Center Theatre	Into the Woods	$53	$53	Musical	9/16/2022	Producing
Arvada Center	Theater	500	Arvada Center Theatre	Into the Woods	$53	$53	Musical	9/17/2022	Producing
Arvada Center	Theater	500	Arvada Center Theatre	Into the Woods	$53	$53	Musical	9/18/2022	Producing
Arvada Center	Theater	500	Arvada Center Theatre	Into the Woods	$53	$53	Musical	9/20/2022	Producing
Arvada Center	Theater	500	Arvada Center Theatre	Into the Woods	$53	$53	Musical	9/21/2022	Producing
Arvada Center	Theater	500	Arvada Center Theatre	Into the Woods	$53	$53	Musical	9/22/2022	Producing
Arvada Center	Theater	500	Arvada Center Theatre	Into the Woods	$53	$53	Musical	9/23/2022	Producing
Arvada Center	Theater	500	Arvada Center Theatre	Into the Woods	$53	$53	Musical	9/24/2022	Producing
Arvada Center	Theater	500	Arvada Center Theatre	Into the Woods	$53	$53	Musical	9/25/2022	Producing
Arvada Center	Theater	500	Arvada Center Theatre	Into the Woods	$53	$53	Musical	9/27/2022	Producing
Arvada Center	Theater	500	Arvada Center Theatre	Into the Woods	$53	$53	Musical	9/28/2022	Producing
Arvada Center	Theater	500	Arvada Center Theatre	Into the Woods	$53	$53	Musical	9/29/2022	Producing
Arvada Center	Theater	500	Arvada Center Theatre	Into the Woods	$53	$53	Musical	9/30/2022	Producing
Arvada Center	Theater	500	Arvada Center Theatre	Damn Yankees	$53	$53	Musical	4/6/2023	Producing
Arvada Center	Theater	500	Arvada Center Theatre	Damn Yankees	$53	$53	Musical	4/7/2023	Producing
Arvada Center	Theater	500	Arvada Center Theatre	Damn Yankees	$53	$53	Musical	4/8/2023	Producing
Arvada Center	Theater	500	Arvada Center Theatre	Damn Yankees	$53	$53	Musical	4/9/2023	Producing
Arvada Center	Theater	500	Arvada Center Theatre	Damn Yankees	$53	$53	Musical	4/11/2023	Producing
Arvada Center	Theater	500	Arvada Center Theatre	Damn Yankees	$53	$53	Musical	4/12/2023	Producing
Arvada Center	Theater	500	Arvada Center Theatre	Damn Yankees	$53	$53	Musical	4/13/2023	Producing
Arvada Center	Theater	500	Arvada Center Theatre	Damn Yankees	$53	$53	Musical	4/14/2023	Producing
Arvada Center	Theater	500	Arvada Center Theatre	Damn Yankees	$53	$53	Musical	4/15/2023	Producing
Arvada Center	Theater	500	Arvada Center Theatre	Damn Yankees	$53	$53	Musical	4/16/2023	Producing
Arvada Center	Theater	500	Arvada Center Theatre	Damn Yankees	$53	$53	Musical	4/18/2023	Producing
Arvada Center	Theater	500	Arvada Center Theatre	Damn Yankees	$53	$53	Musical	4/19/2023	Producing
Arvada Center	Theater	500	Arvada Center Theatre	Damn Yankees	$53	$53	Musical	4/20/2023	Producing
Arvada Center	Theater	500	Arvada Center Theatre	Damn Yankees	$53	$53	Musical	4/21/2023	Producing
Arvada Center	Theater	500	Arvada Center Theatre	Damn Yankees	$53	$53	Musical	4/22/2023	Producing
Arvada Center	Theater	500	Arvada Center Theatre	Damn Yankees	$53	$53	Musical	4/23/2023	Producing
Arvada Center	Theater	500	Arvada Center Theatre	Damn Yankees	$53	$53	Musical	4/25/2023	Producing
Arvada Center	Theater	500	Arvada Center Theatre	Damn Yankees	$53	$53	Musical	4/26/2023	Producing
Arvada Center	Theater	500	Arvada Center Theatre	Damn Yankees	$53	$53	Musical	4/27/2023	Producing
Arvada Center	Theater	500	Arvada Center Theatre	Damn Yankees	$53	$53	Musical	4/28/2023	Producing
Arvada Center	Theater	500	Arvada Center Theatre	Damn Yankees	$53	$53	Musical	4/29/2023	Producing
Arvada Center	Theater	500	Arvada Center Theatre	Damn Yankees	$53	$53	Musical	4/30/2023	Producing
Arvada Center	Theater	500	Arvada Center Theatre	Damn Yankees	$53	$53	Musical	5/2/2023	Producing
Arvada Center	Theater	500	Arvada Center Theatre	Damn Yankees	$53	$53	Musical	5/3/2023	Producing
Arvada Center	Theater	500	Arvada Center Theatre	Damn Yankees	$53	$53	Musical	5/4/2023	Producing
Arvada Center	Theater	500	Arvada Center Theatre	Damn Yankees	$53	$53	Musical	5/5/2023	Producing
Arvada Center	Theater	500	Arvada Center Theatre	Damn Yankees	$53	$53	Musical	5/6/2023	Producing
Arvada Center	Theater	500	Arvada Center Theatre	Damn Yankees	$53	$53	Musical	5/7/2023	Producing
Arvada Center	Theater	500	Arvada Center Theatre	Disney's Beauty and the Beast	$56	$56	Musical	11/22/2023	Producing
Arvada Center	Theater	500	Arvada Center Theatre	Disney's Beauty and the Beast	$56	$56	Musical	11/23/2023	Producing
Arvada Center	Theater	500	Arvada Center Theatre	Disney's Beauty and the Beast	$56	$56	Musical	11/25/2023	Producing
Arvada Center	Theater	500	Arvada Center Theatre	Disney's Beauty and the Beast	$56	$56	Musical	11/26/2023	Producing
Arvada Center	Theater	500	Arvada Center Theatre	Disney's Beauty and the Beast	$56	$56	Musical	11/27/2023	Producing
Arvada Center	Theater	500	Arvada Center Theatre	Disney's Beauty and the Beast	$56	$56	Musical	11/29/2023	Producing
Arvada Center	Theater	500	Arvada Center Theatre	Disney's Beauty and the Beast	$56	$56	Musical	11/30/2023	Producing
Arvada Center	Theater	500	Arvada Center Theatre	Disney's Beauty and the Beast	$56	$56	Musical	12/1/2023	Producing
Arvada Center	Theater	500	Arvada Center Theatre	Disney's Beauty and the Beast	$56	$56	Musical	12/2/2023	Producing

Venue	Venue type	Capacity	Presenter	Event name	Ticket range	Median ticket	Genre	Dates	Presenting or producing?
Arvada Center	Theater	500	Arvada Center Theatre	Disney's Beauty and the Beast	$56	$56	Musical	12/3/2023	Producing
Arvada Center	Theater	500	Arvada Center Theatre	Disney's Beauty and the Beast	$56	$56	Musical	12/4/2023	Producing
Arvada Center	Theater	500	Arvada Center Theatre	Disney's Beauty and the Beast	$56	$56	Musical	12/6/2023	Producing
Arvada Center	Theater	500	Arvada Center Theatre	Disney's Beauty and the Beast	$56	$56	Musical	12/7/2023	Producing
Arvada Center	Theater	500	Arvada Center Theatre	Disney's Beauty and the Beast	$56	$56	Musical	12/8/2023	Producing
Arvada Center	Theater	500	Arvada Center Theatre	Disney's Beauty and the Beast	$56	$56	Musical	12/9/2023	Producing
Arvada Center	Theater	500	Arvada Center Theatre	Disney's Beauty and the Beast	$56	$56	Musical	12/10/2023	Producing
Arvada Center	Theater	500	Arvada Center Theatre	Disney's Beauty and the Beast	$56	$56	Musical	12/11/2023	Producing
Arvada Center	Theater	500	Arvada Center Theatre	Disney's Beauty and the Beast	$56	$56	Musical	12/13/2023	Producing
Arvada Center	Theater	500	Arvada Center Theatre	Disney's Beauty and the Beast	$56	$56	Musical	12/14/2023	Producing
Arvada Center	Theater	500	Arvada Center Theatre	Disney's Beauty and the Beast	$56	$56	Musical	12/15/2023	Producing
Arvada Center	Theater	500	Arvada Center Theatre	Disney's Beauty and the Beast	$56	$56	Musical	12/16/2023	Producing
Arvada Center	Theater	500	Arvada Center Theatre	Disney's Beauty and the Beast	$56	$56	Musical	12/17/2023	Producing
Arvada Center	Theater	500	Arvada Center Theatre	Disney's Beauty and the Beast	$56	$56	Musical	12/18/2023	Producing
Arvada Center	Theater	500	Arvada Center Theatre	Disney's Beauty and the Beast	$56	$56	Musical	12/20/2023	Producing
Arvada Center	Theater	500	Arvada Center Theatre	Disney's Beauty and the Beast	$56	$56	Musical	12/21/2023	Producing
Arvada Center	Theater	500	Arvada Center Theatre	Disney's Beauty and the Beast	$56	$56	Musical	12/22/2023	Producing
Arvada Center	Theater	500	Arvada Center Theatre	Disney's Beauty and the Beast	$56	$56	Musical	12/23/2023	Producing
Arvada Center	Theater	500	Arvada Center Theatre	Disney's Beauty and the Beast	$56	$56	Musical	12/24/2023	Producing
Arvada Center	Theater	500	Arvada Center Theatre	Disney's Beauty and the Beast	$56	$56	Musical	12/27/2023	Producing
Arvada Center	Theater	500	Arvada Center Theatre	Disney's Beauty and the Beast	$56	$56	Musical	12/28/2023	Producing
Arvada Center	Theater	500	Arvada Center Theatre	Disney's Beauty and the Beast	$56	$56	Musical	12/29/2023	Producing
Arvada Center	Theater	500	Arvada Center Theatre	Disney's Beauty and the Beast	$56	$56	Musical	12/30/2023	Producing
Arvada Center	Theater	500	Arvada Center Theatre	Disney's Beauty and the Beast	$56	$56	Musical	12/31/2023	Producing
Arvada Center	Theater	500	Arvada Center Theatre	Our Town	$30	$30	Play	2/22/2023	Producing
Arvada Center	Theater	500	Arvada Center Theatre	Our Town	$30	$30	Play	2/23/2023	Producing
Arvada Center	Theater	500	Arvada Center Theatre	Our Town	$30	$30	Play	2/24/2023	Producing
Arvada Center	Theater	500	Arvada Center Theatre	Our Town	$30	$30	Play	2/25/2023	Producing
Arvada Center	Theater	500	Arvada Center Theatre	Our Town	$30	$30	Play	2/26/2023	Producing
Arvada Center	Theater	500	Arvada Center Theatre	Our Town	$30	$30	Play	3/1/2023	Producing
Arvada Center	Theater	500	Arvada Center Theatre	Our Town	$30	$30	Play	3/2/2023	Producing
Arvada Center	Theater	500	Arvada Center Theatre	Our Town	$30	$30	Play	3/3/2023	Producing
Arvada Center	Theater	500	Arvada Center Theatre	Our Town	$30	$30	Play	3/4/2023	Producing
Arvada Center	Theater	500	Arvada Center Theatre	Our Town	$30	$30	Play	3/5/2023	Producing
Arvada Center	Theater	500	Arvada Center Theatre	Our Town	$30	$30	Play	3/22/2023	Producing
Arvada Center	Theater	500	Arvada Center Theatre	Our Town	$30	$30	Play	3/23/2023	Producing
Arvada Center	Theater	500	Arvada Center Theatre	Our Town	$30	$30	Play	3/24/2023	Producing
Arvada Center	Theater	500	Arvada Center Theatre	Our Town	$30	$30	Play	3/25/2023	Producing
Arvada Center	Theater	500	Arvada Center Theatre	Our Town	$30	$30	Play	3/26/2023	Producing
Arvada Center	Theater	500	Arvada Center Theatre	Our Town	$30	$30	Play	3/29/2023	Producing
Arvada Center	Theater	500	Arvada Center Theatre	Our Town	$30	$30	Play	3/30/2023	Producing
Arvada Center	Theater	500	Arvada Center Theatre	Our Town	$30	$30	Play	3/31/2023	Producing
Arvada Center	Theater	500	Arvada Center Theatre	Damn Yankees	$53	$53	Play	4/5/2023	Producing
Arvada Center	Theater	500	Arvada Center Theatre	Our Town	$30	$30	Play	4/6/2023	Producing
Arvada Center	Theater	500	Arvada Center Theatre	Our Town	$30	$30	Play	4/7/2023	Producing
Arvada Center	Theater	500	Arvada Center Theatre	Our Town	$30	$30	Play	4/14/2023	Producing
Arvada Center	Theater	500	Arvada Center Theatre	Our Town	$30	$30	Play	4/16/2023	Producing
Arvada Center	Theater	500	Arvada Center Theatre	Our Town	$30	$30	Play	4/19/2023	Producing
Arvada Center	Theater	500	Arvada Center Theatre	Our Town	$30	$30	Play	4/23/2023	Producing
Arvada Center	Theater	500	Arvada Center Theatre	Our Town	$30	$30	Play	4/26/2023	Producing
Arvada Center	Theater	500	Arvada Center Theatre	Our Town	$30	$30	Play	4/27/2023	Producing
Arvada Center	Theater	500	Arvada Center Theatre	Our Town	$30	$30	Play	5/5/2023	Producing
Arvada Center	Theater	500	Arvada Center Theatre	Our Town	$30	$30	Play	5/6/2023	Producing
Arvada Center	Theater	500	Arvada Center Theatre	Our Town	$30	$30	Play	5/10/2023	Producing
Arvada Center	Theater	500	Arvada Center Theatre	Our Town	$30	$30	Play	5/15/2023	Producing
Arvada Center	Theater	500	Arvada Center Theatre	Our Town	$30	$30	Play	5/20/2023	Producing
Arvada Center	Theater	500	Arvada Center Theatre	Our Town	$30	$30	Play	5/21/2023	Producing
Aurora Fox Arts Center	Theater	240	Aurora Fox Arts Center	Janae Burris is Long Overdue	$30-50	$40	Comedy	4/16/2022	Presenting
Aurora Fox Arts Center	Theater	240	Aurora Fox Arts Center	The Jedi Handbook	$20-40	$36	Musical	11/25/2022	Producing

Venue	Venue type	Capacity	Presenter	Event name	Ticket range	Median ticket	Genre	Dates	Presenting or producing?
Aurora Fox Arts Center	Theater	240	Aurora Fox Arts Center	The Jedi Handbook	$20-40	$36	Musical	11/26/2022	Producing
Aurora Fox Arts Center	Theater	240	Aurora Fox Arts Center	The Jedi Handbook	$20-40	$36	Musical	11/27/2022	Producing
Aurora Fox Arts Center	Theater	240	Aurora Fox Arts Center	The Jedi Handbook	$20-40	$36	Musical	12/1/2022	Producing
Aurora Fox Arts Center	Theater	240	Aurora Fox Arts Center	The Jedi Handbook	$20-40	$36	Musical	12/2/2022	Producing
Aurora Fox Arts Center	Theater	240	Aurora Fox Arts Center	The Jedi Handbook	$20-40	$36	Musical	12/3/2022	Producing
Aurora Fox Arts Center	Theater	240	Aurora Fox Arts Center	The Jedi Handbook	$20-40	$36	Musical	12/4/2022	Producing
Aurora Fox Arts Center	Theater	240	Aurora Fox Arts Center	The Jedi Handbook	$20-40	$36	Musical	12/8/2022	Producing
Aurora Fox Arts Center	Theater	240	Aurora Fox Arts Center	The Jedi Handbook	$20-40	$36	Musical	12/9/2022	Producing
Aurora Fox Arts Center	Theater	240	Aurora Fox Arts Center	The Jedi Handbook	$20-40	$36	Musical	12/10/2022	Producing
Aurora Fox Arts Center	Theater	240	Aurora Fox Arts Center	The Jedi Handbook	$20-40	$36	Musical	12/11/2022	Producing
Aurora Fox Arts Center	Theater	240	Aurora Fox Arts Center	The Jedi Handbook	$20-40	$36	Musical	12/15/2022	Producing
Aurora Fox Arts Center	Theater	240	Aurora Fox Arts Center	The Jedi Handbook	$20-40	$36	Musical	12/16/2022	Producing
Aurora Fox Arts Center	Theater	240	Aurora Fox Arts Center	The Jedi Handbook	$20-40	$36	Musical	12/17/2022	Producing
Aurora Fox Arts Center	Theater	240	Aurora Fox Arts Center	The Jedi Handbook	$20-40	$36	Musical	12/18/2022	Producing
Aurora Fox Arts Center	Theater	240	Aurora Fox Arts Center	Treasure Island	$20-40	$36	Musical	4/28/2023	Producing
Aurora Fox Arts Center	Theater	240	Aurora Fox Arts Center	Treasure Island	$20-40	$36	Musical	4/29/2023	Producing
Aurora Fox Arts Center	Theater	240	Aurora Fox Arts Center	Treasure Island	$20-40	$36	Musical	4/30/2023	Producing
Aurora Fox Arts Center	Theater	240	Aurora Fox Arts Center	Treasure Island	$20-40	$36	Musical	5/5/2023	Producing
Aurora Fox Arts Center	Theater	240	Aurora Fox Arts Center	Treasure Island	$20-40	$36	Musical	5/6/2023	Producing
Aurora Fox Arts Center	Theater	240	Aurora Fox Arts Center	Treasure Island	$20-40	$36	Musical	5/7/2023	Producing
Aurora Fox Arts Center	Theater	240	Aurora Fox Arts Center	Treasure Island	$20-40	$36	Musical	5/12/2023	Producing
Aurora Fox Arts Center	Theater	240	Aurora Fox Arts Center	Treasure Island	$20-40	$36	Musical	5/13/2023	Producing
Aurora Fox Arts Center	Theater	240	Aurora Fox Arts Center	Treasure Island	$20-40	$36	Musical	5/14/2023	Producing
Aurora Fox Arts Center	Theater	240	Aurora Fox Arts Center	Treasure Island	$20-40	$36	Musical	5/18/2023	Producing
Aurora Fox Arts Center	Theater	240	Aurora Fox Arts Center	Treasure Island	$20-40	$36	Musical	5/19/2023	Producing
Aurora Fox Arts Center	Theater	240	Aurora Fox Arts Center	Treasure Island	$20-40	$36	Musical	5/20/2023	Producing
Aurora Fox Arts Center	Theater	240	Aurora Fox Arts Center	Treasure Island	$20-40	$36	Musical	5/21/2023	Producing
Aurora Fox Arts Center	Theater	240	Aurora Fox Arts Center	Futurity	Unknown		Musical	10/7/2022	Producing
Aurora Fox Arts Center	Theater	240	Aurora Fox Arts Center	Futurity	Unknown		Musical	10/8/2022	Producing
Aurora Fox Arts Center	Theater	240	Aurora Fox Arts Center	Futurity	Unknown		Musical	10/9/2022	Producing
Aurora Fox Arts Center	Theater	240	Aurora Fox Arts Center	Futurity	Unknown		Musical	10/13/2022	Producing
Aurora Fox Arts Center	Theater	240	Aurora Fox Arts Center	Futurity	Unknown		Musical	10/14/2022	Producing
Aurora Fox Arts Center	Theater	240	Aurora Fox Arts Center	Futurity	Unknown		Musical	10/15/2022	Producing
Aurora Fox Arts Center	Theater	240	Aurora Fox Arts Center	Futurity	Unknown		Musical	10/16/2022	Producing
Aurora Fox Arts Center	Theater	240	Aurora Fox Arts Center	Futurity	Unknown		Musical	10/20/2022	Producing
Aurora Fox Arts Center	Theater	240	Aurora Fox Arts Center	Futurity	Unknown		Musical	10/21/2022	Producing
Aurora Fox Arts Center	Theater	240	Aurora Fox Arts Center	Futurity	Unknown		Musical	10/22/2022	Producing
Aurora Fox Arts Center	Theater	240	Aurora Fox Arts Center	Futurity	Unknown		Musical	10/23/2022	Producing
Aurora Fox Arts Center	Theater	240	Aurora Fox Arts Center	Futurity	Unknown		Musical	10/27/2022	Producing
Aurora Fox Arts Center	Theater	240	Aurora Fox Arts Center	Futurity	Unknown		Musical	10/28/2022	Producing
Aurora Fox Arts Center	Theater	240	Aurora Fox Arts Center	Futurity	Unknown		Musical	10/29/2022	Producing
Aurora Fox Arts Center	Theater	240	Aurora Fox Arts Center	Futurity	Unknown		Musical	10/30/2022	Producing
Aurora Fox Arts Center	Theater	240	Aurora Fox Arts Center	Freaky Friday The Musical!	$28-40	$33	Musical	4/29/2022	Producing
Aurora Fox Arts Center	Theater	240	Aurora Fox Arts Center	Freaky Friday The Musical!	$28-40	$33	Musical	4/30/2022	Producing
Aurora Fox Arts Center	Theater	240	Aurora Fox Arts Center	Freaky Friday The Musical!	$28-40	$33	Musical	5/1/2022	Producing
Aurora Fox Arts Center	Theater	240	Aurora Fox Arts Center	Freaky Friday The Musical!	$28-40	$33	Musical	5/5/2022	Producing
Aurora Fox Arts Center	Theater	240	Aurora Fox Arts Center	Freaky Friday The Musical!	$28-40	$33	Musical	5/6/2022	Producing
Aurora Fox Arts Center	Theater	240	Aurora Fox Arts Center	Freaky Friday The Musical!	$28-40	$33	Musical	5/7/2022	Producing
Aurora Fox Arts Center	Theater	240	Aurora Fox Arts Center	Freaky Friday The Musical!	$28-40	$33	Musical	5/8/2022	Producing
Aurora Fox Arts Center	Theater	240	Aurora Fox Arts Center	Freaky Friday The Musical!	$28-40	$33	Musical	5/12/2022	Producing
Aurora Fox Arts Center	Theater	240	Aurora Fox Arts Center	Freaky Friday The Musical!	$28-40	$33	Musical	5/13/2022	Producing
Aurora Fox Arts Center	Theater	240	Aurora Fox Arts Center	Freaky Friday The Musical!	$28-40	$33	Musical	5/14/2022	Producing
Aurora Fox Arts Center	Theater	240	Aurora Fox Arts Center	Freaky Friday The Musical!	$28-40	$33	Musical	5/15/2022	Producing
Aurora Fox Arts Center	Theater	240	Aurora Fox Arts Center	Freaky Friday The Musical!	$28-40	$33	Musical	5/19/2022	Producing
Aurora Fox Arts Center	Theater	240	Aurora Fox Arts Center	Freaky Friday The Musical!	$28-40	$33	Musical	5/20/2022	Producing
Aurora Fox Arts Center	Theater	240	Aurora Fox Arts Center	Freaky Friday The Musical!	$28-40	$33	Musical	5/21/2022	Producing
Aurora Fox Arts Center	Theater	240	Aurora Fox Arts Center	Freaky Friday The Musical!	$28-40	$33	Musical	5/22/2022	Producing
Aurora Fox Arts Center	Theater	240	Aurora Fox Arts Center	Toni Stone	$20-40	$36	Play	3/10/2023	Producing
Aurora Fox Arts Center	Theater	240	Aurora Fox Arts Center	Toni Stone	$20-40	$36	Play	3/11/2023	Producing

Venue	Venue type	Capacity	Presenter	Event name	Ticket range	Median ticket	Genre	Dates	Presenting or producing?
Aurora Fox Arts Center	Theater	240	Aurora Fox Arts Center	Toni Stone	$20-40	$36	Play	3/12/2023	Producing
Aurora Fox Arts Center	Theater	240	Aurora Fox Arts Center	Toni Stone	$20-40	$36	Play	3/16/2023	Producing
Aurora Fox Arts Center	Theater	240	Aurora Fox Arts Center	Toni Stone	$20-40	$36	Play	3/17/2023	Producing
Aurora Fox Arts Center	Theater	240	Aurora Fox Arts Center	Toni Stone	$20-40	$36	Play	3/18/2023	Producing
Aurora Fox Arts Center	Theater	240	Aurora Fox Arts Center	Toni Stone	$20-40	$36	Play	3/19/2023	Producing
Aurora Fox Arts Center	Theater	240	Aurora Fox Arts Center	Toni Stone	$20-40	$36	Play	3/24/2023	Producing
Aurora Fox Arts Center	Theater	240	Aurora Fox Arts Center	Toni Stone	$20-40	$36	Play	3/25/2023	Producing
Aurora Fox Arts Center	Theater	240	Aurora Fox Arts Center	Toni Stone	$20-40	$36	Play	3/26/2023	Producing
Aurora Fox Arts Center	Theater	240	Aurora Fox Arts Center	Toni Stone	$20-40	$36	Play	3/31/2023	Producing
Aurora Fox Arts Center	Theater	240	Aurora Fox Arts Center	Toni Stone	$20-40	$36	Play	4/1/2023	Producing
Aurora Fox Arts Center	Theater	240	Aurora Fox Arts Center	Toni Stone	$20-40	$36	Play	4/2/2023	Producing
Aurora Fox Arts Center	Theater	240	Aurora Fox Arts Center	The Year of Magical Thinking	$32	$32	Play	2/10/2023	Producing
Aurora Fox Arts Center	Theater	240	Aurora Fox Arts Center	The Year of Magical Thinking	$32	$32	Play	2/11/2023	Producing
Aurora Fox Arts Center	Theater	240	Aurora Fox Arts Center	The Year of Magical Thinking	$32	$32	Play	2/12/2023	Producing
Aurora Fox Arts Center	Theater	240	Aurora Fox Arts Center	The Year of Magical Thinking	$32	$32	Play	2/16/2023	Producing
Aurora Fox Arts Center	Theater	240	Aurora Fox Arts Center	The Year of Magical Thinking	$32	$32	Play	2/17/2023	Producing
Aurora Fox Arts Center	Theater	240	Aurora Fox Arts Center	The Year of Magical Thinking	$32	$32	Play	2/18/2023	Producing
Aurora Fox Arts Center	Theater	240	Aurora Fox Arts Center	The Year of Magical Thinking	$32	$32	Play	2/19/2023	Producing
Aurora Fox Arts Center	Theater	240	Aurora Fox Arts Center	The Year of Magical Thinking	$32	$32	Play	2/23/2023	Producing
Aurora Fox Arts Center	Theater	240	Aurora Fox Arts Center	The Year of Magical Thinking	$32	$32	Play	2/24/2023	Producing
Aurora Fox Arts Center	Theater	240	Aurora Fox Arts Center	The Year of Magical Thinking	$32	$32	Play	2/25/2023	Producing
Aurora Fox Arts Center	Theater	240	Aurora Fox Arts Center	The Year of Magical Thinking	$32	$32	Play	2/26/2023	Producing
Aurora Fox Arts Center	Theater	240	Aurora Fox Arts Center	acts of faith	$32	$32	Play	1/20/2023	Producing
Aurora Fox Arts Center	Theater	240	Aurora Fox Arts Center	acts of faith	$32	$32	Play	1/21/2023	Producing
Aurora Fox Arts Center	Theater	240	Aurora Fox Arts Center	acts of faith	$32	$32	Play	1/22/2023	Producing
Aurora Fox Arts Center	Theater	240	Aurora Fox Arts Center	acts of faith	$32	$32	Play	1/26/2023	Producing
Aurora Fox Arts Center	Theater	240	Aurora Fox Arts Center	acts of faith	$32	$32	Play	1/27/2023	Producing
Aurora Fox Arts Center	Theater	240	Aurora Fox Arts Center	acts of faith	$32	$32	Play	1/28/2023	Producing
Aurora Fox Arts Center	Theater	240	Aurora Fox Arts Center	acts of faith	$32	$32	Play	1/29/2023	Producing
Aurora Fox Arts Center	Theater	240	Aurora Fox Arts Center	acts of faith	$32	$32	Play	2/3/2023	Producing
Aurora Fox Arts Center	Theater	240	Aurora Fox Arts Center	acts of faith	$32	$32	Play	2/4/2023	Producing
Aurora Fox Arts Center	Theater	240	Aurora Fox Arts Center	acts of faith	$32	$32	Play	2/5/2023	Producing
Aurora Fox Arts Center	Theater	240	Aurora Fox Arts Center	Dontrell Who Kissed the Sea	Unknown		Play	1/28/2022	Producing
Aurora Fox Arts Center	Theater	240	Aurora Fox Arts Center	Dontrell Who Kissed the Sea	Unknown		Play	1/29/2022	Producing
Aurora Fox Arts Center	Theater	240	Aurora Fox Arts Center	Dontrell Who Kissed the Sea	Unknown		Play	1/30/2022	Producing
Aurora Fox Arts Center	Theater	240	Aurora Fox Arts Center	Dontrell Who Kissed the Sea	Unknown		Play	2/3/2022	Producing
Aurora Fox Arts Center	Theater	240	Aurora Fox Arts Center	Dontrell Who Kissed the Sea	Unknown		Play	2/4/2022	Producing
Aurora Fox Arts Center	Theater	240	Aurora Fox Arts Center	Dontrell Who Kissed the Sea	Unknown		Play	2/5/2022	Producing
Aurora Fox Arts Center	Theater	240	Aurora Fox Arts Center	Dontrell Who Kissed the Sea	Unknown		Play	2/6/2022	Producing
Aurora Fox Arts Center	Theater	240	Aurora Fox Arts Center	Dontrell Who Kissed the Sea	Unknown		Play	2/10/2022	Producing
Aurora Fox Arts Center	Theater	240	Aurora Fox Arts Center	Dontrell Who Kissed the Sea	Unknown		Play	2/11/2022	Producing
Aurora Fox Arts Center	Theater	240	Aurora Fox Arts Center	Dontrell Who Kissed the Sea	Unknown		Play	2/12/2022	Producing
Aurora Fox Arts Center	Theater	240	Aurora Fox Arts Center	Dontrell Who Kissed the Sea	Unknown		Play	2/13/2022	Producing
Aurora Fox Arts Center	Theater	240	Aurora Fox Arts Center	Dontrell Who Kissed the Sea	Unknown		Play	2/17/2022	Producing
Aurora Fox Arts Center	Theater	240	Aurora Fox Arts Center	Dontrell Who Kissed the Sea	Unknown		Play	2/18/2022	Producing
Aurora Fox Arts Center	Theater	240	Aurora Fox Arts Center	Dontrell Who Kissed the Sea	Unknown		Play	2/19/2022	Producing
Aurora Fox Arts Center	Theater	240	Aurora Fox Arts Center	Dontrell Who Kissed the Sea	Unknown		Play	2/20/2022	Producing
Aurora Fox Arts Center	Theater	240	Aurora Fox Arts Center	Hurricane Diane	Unknown		Play	3/18/2022	Producing
Aurora Fox Arts Center	Theater	240	Aurora Fox Arts Center	Hurricane Diane	Unknown		Play	3/19/2022	Producing
Aurora Fox Arts Center	Theater	240	Aurora Fox Arts Center	Hurricane Diane	Unknown		Play	3/20/2022	Producing
Aurora Fox Arts Center	Theater	240	Aurora Fox Arts Center	Hurricane Diane	Unknown		Play	3/24/2022	Producing
Aurora Fox Arts Center	Theater	240	Aurora Fox Arts Center	Hurricane Diane	Unknown		Play	3/25/2022	Producing
Aurora Fox Arts Center	Theater	240	Aurora Fox Arts Center	Hurricane Diane	Unknown		Play	3/26/2022	Producing
Aurora Fox Arts Center	Theater	240	Aurora Fox Arts Center	Hurricane Diane	Unknown		Play	3/27/2022	Producing
Aurora Fox Arts Center	Theater	240	Aurora Fox Arts Center	Hurricane Diane	Unknown		Play	3/31/2022	Producing
Aurora Fox Arts Center	Theater	240	Aurora Fox Arts Center	Hurricane Diane	Unknown		Play	4/1/2022	Producing
Aurora Fox Arts Center	Theater	240	Aurora Fox Arts Center	Hurricane Diane	Unknown		Play	4/2/2022	Producing
Aurora Fox Arts Center	Theater	240	Aurora Fox Arts Center	Hurricane Diane	Unknown		Play	4/3/2022	Producing
Aurora Fox Arts Center	Theater	240	Aurora Fox Arts Center	Hurricane Diane	Unknown		Play	4/7/2022	Producing

Venue	Venue type	Capacity	Presenter	Event name	Ticket range	Median ticket	Genre	Dates	Presenting or producing?
Aurora Fox Arts Center	Theater	240	Aurora Fox Arts Center	Hurricane Diane	Unknown		Play	4/8/2022	Producing
Aurora Fox Arts Center	Theater	240	Aurora Fox Arts Center	Hurricane Diane	Unknown		Play	4/9/2022	Producing
Aurora Fox Arts Center	Theater	240	Aurora Fox Arts Center	Hurricane Diane	Unknown		Play	4/10/2022	Producing
Bluebird Theater	Event venue	500	Global Dance	Sultan + Shepard	Unknown		Dance	3/10/2023	Presenting
Bluebird Theater	Event venue	500	Bluebird Theater	American Aquarium	$21-25	$21	Music	1/4/2022	Presenting
Bluebird Theater	Event venue	500	Bluebird Theater	Khemmis	$20-25	$20	Music	1/8/2022	Presenting
Bluebird Theater	Event venue	500	Bluebird Theater	Fit for an Autopsy	$20-22	$20	Music	1/11/2022	Presenting
Bluebird Theater	Event venue	500	Channel 93.3	Hot Water Music	$33-35	$33	Music	1/14/2022	Presenting
Bluebird Theater	Event venue	500	Bluebird Theater	Wayfarer	$20-22	$20	Music	1/19/2022	Presenting
Bluebird Theater	Event venue	500	Bluebird Theater	SubDocta	$15-30	$15	Music	1/21/2022	Presenting
Bluebird Theater	Event venue	500	Bluebird Theater	Samia	$20-22	$20	Music	1/29/2022	Presenting
Bluebird Theater	Event venue	500	Bluebird Theater	Gracia Abrams	$20-25	$20	Music	2/3/2022	Presenting
Bluebird Theater	Event venue	500	Indie 102.3	Cautius Clay	$23-25	$23	Music	2/4/2022	Presenting
Bluebird Theater	Event venue	500	Indie 102.3	Cautius Clay	$23-25	$23	Music	2/18/2022	Presenting
Bluebird Theater	Event venue	500	97.3 KBCO	Neil Frances	$20-24	$20	Music	2/19/2022	Presenting
Bluebird Theater	Event venue	500	Bluebird Theater	Briston Maroney	$18-20	$18	Music	2/26/2022	Presenting
Bluebird Theater	Event venue	500	Bluebird Theater	Joshua Radin	$25-28	$25	Music	3/2/2022	Presenting
Bluebird Theater	Event venue	500	97.3 KBCO	Hiss Golden Messenger	$24-26	$26	Music	3/4/2022	Presenting
Bluebird Theater	Event venue	500	97.3 KBCO	Hiss Golden Messenger	$24-26	$26	Music	3/5/2022	Presenting
Bluebird Theater	Event venue	500	105.5 The Colorado Sound	Leif Vollebekk	$23-25	$23	Music	3/8/2022	Presenting
Bluebird Theater	Event venue	500	Bluebird Theater	Alaska Thunderfuck Presents: The Red 4 Filth Tour	$20-30	$25	Music	3/13/2022	Presenting
Bluebird Theater	Event venue	500	Bluebird Theater	Patrick Droney	Unknown		Music	3/16/2022	Presenting
Bluebird Theater	Event venue	500	Bluebird Theater	The Districts	$15-18	$18	Music	3/18/2022	Presenting
Bluebird Theater	Event venue	500	Bluebird Theater	W.I.T.C.H.	Unknown		Music	3/21/2022	Presenting
Bluebird Theater	Event venue	500	Bluebird Theater	Maisie Peters	Unknown		Music	3/22/2022	Presenting
Bluebird Theater	Event venue	500	Do303 and Indie 102.3	Caroline Rose	$15-18	$15	Music	3/23/2022	Presenting
Bluebird Theater	Event venue	500	Bluebird Theater	Porches	Unknown		Music	3/28/2022	Presenting
Bluebird Theater	Event venue	500	Bluebird Theater	Winderado	Unknown		Music	3/31/2022	Presenting
Bluebird Theater	Event venue	500	Do303	We Were Promised Jetpacks	Unknown		Music	4/1/2022	Presenting
Bluebird Theater	Event venue	500	Bluebird Theater	Fu Manchu 30th Anniversary Tour	$20-22	$20	Music	4/2/2022	Presenting
Bluebird Theater	Event venue	500	Bluebird Theater	Amber Mark	Unknown		Music	4/5/2022	Presenting
Bluebird Theater	Event venue	500	Bluebird Theater	Tom Odell	Unknown		Music	4/9/2022	Presenting
Bluebird Theater	Event venue	500	Bluebird Theater	Enter Shikari	$20-25	$20	Music	4/12/2022	Presenting
Bluebird Theater	Event venue	500	Bluebird Theater	Kennyhoopla	Unknown		Music	4/13/2022	Presenting
Bluebird Theater	Event venue	500	Bluebird Theater	The Dirty Knobs with Mike Campbell	$40-45	$40	Music	4/24/2022	Presenting
Bluebird Theater	Event venue	500	Bluebird Theater	Yumi Zouma	Unknown		Music	4/25/2022	Presenting
Bluebird Theater	Event venue	500	Bluebird Theater	Mono	Unknown		Music	4/28/2022	Presenting
Bluebird Theater	Event venue	500	105.5 The Colorado Sound	Fruit Bats	Unknown		Music	5/6/2022	Presenting
Bluebird Theater	Event venue	500	105.5 The Colorado Sound	Fruit Bats	Unknown		Music	5/7/2022	Presenting
Bluebird Theater	Event venue	500	Bluebird Theater	Giant Rooks	Unknown		Music	5/18/2022	Presenting
Bluebird Theater	Event venue	500	Bluebird Theater	Elder Island	Unknown		Music	5/20/2022	Presenting
Bluebird Theater	Event venue	500	Bluebird Theater	Marc Broussard	$25-30	$25	Music	5/26/2022	Presenting
Bluebird Theater	Event venue	500	Bluebird Theater	The Antlers	$25-30	$25	Music	5/27/2022	Presenting
Bluebird Theater	Event venue	500	Bluebird Theater	Ra & Stitched Up Heart	$20-23	$20	Music	5/28/2022	Presenting
Bluebird Theater	Event venue	500	Bluebird Theater	Rivers of Nihil	$20-23	$20	Music	6/1/2022	Presenting
Bluebird Theater	Event venue	500	Bluebird Theater	Sexy Unique Podcast	$25-30	$25	Music	6/2/2022	Presenting
Bluebird Theater	Event venue	500	Bluebird Theater	Covet	$21-23	$21	Music	6/3/2022	Presenting
Bluebird Theater	Event venue	500	Bluebird Theater	Taylor Fest	$20-25	$20	Music	6/4/2022	Presenting
Bluebird Theater	Event venue	500	KBCO	Avi Kaplan	$20-23	$20	Music	6/6/2022	Presenting
Bluebird Theater	Event venue	500	93.3 KTCL	Broods	$30-35	$30	Music	6/7/2022	Presenting
Bluebird Theater	Event venue	500	Bluebird Theater	Failure	$25-30	$25	Music	6/8/2022	Presenting
Bluebird Theater	Event venue	500	KGNU	Town Mountain	$15-18	$15	Music	6/9/2022	Presenting
Bluebird Theater	Event venue	500	Bluebird Theater	Sunflower Bean	$20-25	$20	Music	6/11/2022	Presenting
Bluebird Theater	Event venue	500	Bluebird Theater	Kings Kaleidoscope	$25-30	$25	Music	6/14/2022	Presenting
Bluebird Theater	Event venue	500	Indie 102.3	The Hold Steady	$40-45	$40	Music	6/16/2022	Presenting
Bluebird Theater	Event venue	500	Indie 102.3	The Hold Steady	$40-45	$40	Music	6/17/2022	Presenting
Bluebird Theater	Event venue	500	Indie 102.3	The Hold Steady	$40-45	$40	Music	6/18/2022	Presenting
Bluebird Theater	Event venue	500	Bluebird Theater	The Rock & Roll Playhouse Plays Music of Bob Marley for Kids + More	Unknown		Music	6/19/2022	Presenting

Venue	Venue type	Capacity	Presenter	Event name	Ticket range	Median ticket	Genre	Dates	Presenting or producing?
Bluebird Theater	Event venue	500	Bluebird Theater	Kishi Bashi	Unknown		Music	6/20/2022	Presenting
Bluebird Theater	Event venue	500	105.5 The Colorado Sound	Midlake	Unknown		Music	6/21/2022	Presenting
Bluebird Theater	Event venue	500	Bluebird Theater	Windhand	Unknown		Music	6/22/2022	Presenting
Bluebird Theater	Event venue	500	93.3 KTCL	A Wilhelm Scream	Unknown		Music	6/23/2022	Presenting
Bluebird Theater	Event venue	500	Bluebird Theater	Hell's Belles	Unknown		Music	6/24/2022	Presenting
Bluebird Theater	Event venue	500	Bluebird Theater	Crystal Skies	$19-29	$19	Music	6/25/2022	Presenting
Bluebird Theater	Event venue	500	Bluebird Theater	Punx Unite Festival	Unknown		Music	7/1/2022	Presenting
Bluebird Theater	Event venue	500	Bluebird Theater	Punx Unite Festival	Unknown		Music	7/1/2022	Presenting
Bluebird Theater	Event venue	500	Bluebird Theater	Brothers of Brass	$20-23	$20	Music	7/8/2022	Presenting
Bluebird Theater	Event venue	500	Bluebird Theater	Man Man	$20-25	$20	Music	7/9/2022	Presenting
Bluebird Theater	Event venue	500	Bluebird Theater	Beyond the Blinds	$30-35	$30	Music	7/10/2022	Presenting
Bluebird Theater	Event venue	500	Bluebird Theater	Warren Zeiders	$25-28	$25	Music	7/12/2022	Presenting
Bluebird Theater	Event venue	500	Bluebird Theater	Primitive Man	$23-28	$23	Music	7/15/2022	Presenting
Bluebird Theater	Event venue	500	Bluebird Theater	Joey Valence & Brae	Unknown		Music	7/16/2022	Presenting
Bluebird Theater	Event venue	500	Bluebird Theater	Polica	$20-22	$20	Music	7/17/2022	Presenting
Bluebird Theater	Event venue	500	KPBI	Des Rocs & The Blue Stones	$27-28	$27	Music	7/19/2022	Presenting
Bluebird Theater	Event venue	500	Bluebird Theater	Steve Von Till	$20-25	$20	Music	7/20/2022	Presenting
Bluebird Theater	Event venue	500	Bluebird Theater	Native Daughters	$20-25	$20	Music	7/22/2022	Presenting
Bluebird Theater	Event venue	500	Bluebird Theater	Mariah the Scientist	$28-30	$28	Music	7/26/2022	Presenting
Bluebird Theater	Event venue	500	Bluebird Theater	Supersuckers	$23-25	$23	Music	7/29/2022	Presenting
Bluebird Theater	Event venue	500	Bluebird Theater	Sons of Kemet	$28-33	$28	Music	8/3/2022	Presenting
Bluebird Theater	Event venue	500	The Colorado Sound	Damien Jurado	$30-35	$30	Music	8/2/2022	Presenting
Bluebird Theater	Event venue	500	Bluebird Theater	The Hip Abduction	$20-25	$20	Music	8/5/2022	Presenting
Bluebird Theater	Event venue	500	Bluebird Theater	Molly Tuttle & Golden Highway	Unknown		Music	8/7/2022	Presenting
Bluebird Theater	Event venue	500	Bluebird Theater	Hoodie Allen	$30-35	$30	Music	8/9/2022	Presenting
Bluebird Theater	Event venue	500	Bluebird Theater	Red Fang	$26-30	$26	Music	8/11/2022	Presenting
Bluebird Theater	Event venue	500	Bluebird Theater	The Vegabonds	Unknown		Music	8/12/2022	Presenting
Bluebird Theater	Event venue	500	Bluebird Theater	Incantation & Goatwhore	$21-25	$21	Music	8/13/2022	Presenting
Bluebird Theater	Event venue	500	Bluebird Theater	Rolling Blackouts Coastal Fever	$18-20	$18	Music	8/15/2022	Presenting
Bluebird Theater	Event venue	500	Bluebird Theater	Moogie Funke	Unknown		Music	8/17/2022	Presenting
Bluebird Theater	Event venue	500	Bluebird Theater	Rema: Rave & Roses Tour	$30-50	$30	Music	8/18/2022	Presenting
Bluebird Theater	Event venue	500	Bluebird Theater	Joe Jertler & The Rainbow Seekers	$22-25	$22	Music	8/19/2022	Presenting
Bluebird Theater	Event venue	500	Bluebird Theater	Secret Walls: Paint Battle	$25-30		Music	8/23/2022	Presenting
Bluebird Theater	Event venue	500	Bluebird Theater	John Moreland	$20-23	$20	Music	8/27/2022	Presenting
Bluebird Theater	Event venue	500	Bluebird Theater	Upon a Burning Body	$22-25	$22	Music	8/28/2022	Presenting
Bluebird Theater	Event venue	500	Bluebird Theater	Midnight.Blue ft. Lyle Divinsky, Joshua Fairman, Adam Deitch, Eric Benny Bloom & More!	$25-30	$25	Music	9/1/2022	Presenting
Bluebird Theater	Event venue	500	Bluebird Theater	The Orchestrator	$20-25	$20	Music	9/3/2022	Presenting
Bluebird Theater	Event venue	500	Bluebird Theater	Munly & The Lupercalians	Unknown		Music	9/9/2022	Presenting
Bluebird Theater	Event venue	500	Bluebird Theater	The Green House Band & Sqwerv	$15-22	$15	Music	9/10/2022	Presenting
Bluebird Theater	Event venue	500	Bluebird Theater	Tinariwen	$32-35	$32	Music	9/12/2022	Presenting
Bluebird Theater	Event venue	500	Bluebird Theater	Boris & Nothing	$28-33	$28	Music	9/14/2022	Presenting
Bluebird Theater	Event venue	500	Global Dance	Manila Killa	Unknown		Music	9/16/2022	Presenting
Bluebird Theater	Event venue	500	104.7 The Drop	Mahalia	Unknown		Music	9/17/2022	Presenting
Bluebird Theater	Event venue	500	Bluebird Theater	Nate Smith + Kinfolk	Unknown		Music	9/20/2022	Presenting
Bluebird Theater	Event venue	500	Bluebird Theater	Built to Spill	$33-35	$33	Music	9/23/2022	Presenting
Bluebird Theater	Event venue	500	Bluebird Theater	Hollow Coves	$25-30	$25	Music	9/24/2022	Presenting
Bluebird Theater	Event venue	500	Bluebird Theater	Trentemoller	$28-30	$28	Music	9/25/2022	Presenting
Bluebird Theater	Event venue	500	Bluebird Theater	Julia Jacklin	$20-25	$20	Music	9/26/2022	Presenting
Bluebird Theater	Event venue	500	105.5 The Colorado Sound	Bear's Den	$25-28	$25	Music	9/27/2022	Presenting
Bluebird Theater	Event venue	500	Bluebird Theater	The King Khan & BBQ Show	$23-30	$23	Music	9/28/2022	Presenting
Bluebird Theater	Event venue	500	Bluebird Theater	Enter Shikari	$20-25	$20	Music	9/30/2022	Presenting
Bluebird Theater	Event venue	500	Bluebird Theater	Zeal and Ardor	$36-40	$36	Music	10/1/2022	Presenting
Bluebird Theater	Event venue	500	Bluebird Theater	Joey Valence & Brae	Unknown		Music	10/2/2022	Presenting
Bluebird Theater	Event venue	500	Bluebird Theater	Tessa Violet	Unknown		Music	10/3/2022	Presenting
Bluebird Theater	Event venue	500	KBCO	Amanda Shires	Unknown		Music	10/6/2022	Presenting
Bluebird Theater	Event venue	500	Bluebird Theater	Revocation	$20-25		Music	10/7/2022	Presenting
Bluebird Theater	Event venue	500	Bluebird Theater	Stop Light Observations	Unknown		Music	10/8/2022	Presenting
Bluebird Theater	Event venue	500	Bluebird Theater	The Bad Plus	Unknown		Music	10/9/2022	Presenting

Venue	Venue type	Capacity	Presenter	Event name	Ticket range	Median ticket	Genre	Dates	Presenting or producing?
Bluebird Theater	Event venue	500	Bluebird Theater	Sueco	Unknown		Music	10/11/2022	Presenting
Bluebird Theater	Event venue	500	Bluebird Theater	Alex Cameron	Unknown		Music	10/12/2022	Presenting
Bluebird Theater	Event venue	500	Bluebird Theater	Carbon Leaf	$25-30	$25	Music	10/14/2022	Presenting
Bluebird Theater	Event venue	500	Bluebird Theater	Makaya McCraven	Unknown		Music	10/17/2022	Presenting
Bluebird Theater	Event venue	500	Bluebird Theater	Chloe Moriondo	Unknown		Music	10/18/2022	Presenting
Bluebird Theater	Event venue	500	Bluebird Theater	Napalm Death	Unknown		Music	10/19/2022	Presenting
Bluebird Theater	Event venue	500	Bluebird Theater	Lee Fields	Unknown		Music	10/20/2022	Presenting
Bluebird Theater	Event venue	500	Bluebird Theater	Flipturn	$20-25	$20	Music	10/21/2022	Presenting
Bluebird Theater	Event venue	500	Bluebird Theater	Rare Americans	$20-25	$20	Music	10/22/2022	Presenting
Bluebird Theater	Event venue	500	Bluebird Theater	Spelling	Unknown		Music	10/23/2022	Presenting
Bluebird Theater	Event venue	500	Bluebird Theater	Black Lips	$25-30	$25	Music	10/25/2022	Presenting
Bluebird Theater	Event venue	500	Bluebird Theater	IC3PEAK	Unknown		Music	10/26/2022	Presenting
Bluebird Theater	Event venue	500	Bluebird Theater	Jason Boland & The Stragglers & Muscadine Bloodline	Unknown		Music	10/27/2022	Presenting
Bluebird Theater	Event venue	500	Bluebird Theater	The Halluci Nation	Unknown		Music	10/28/2022	Presenting
Bluebird Theater	Event venue	500	Bluebird Theater	The Rock and Roll Playhouse Plays Music of Phish for Kids	Unknown		Music	10/29/2022	Presenting
Bluebird Theater	Event venue	500	Bluebird Theater	Kbong & Johnny Cosmic	Unknown		Music	10/29/2022	Presenting
Bluebird Theater	Event venue	500	Global Dance	Magdalena Bay	Unknown		Music	11/2/2022	Presenting
Bluebird Theater	Event venue	500	Bluebird Theater	OS Mutantes	Unknown		Music	11/4/2022	Presenting
Bluebird Theater	Event venue	500	93.3 KTCL	Death from Above 1979 - Is 4 Lovers	$29-33	$29	Music	11/5/2022	Presenting
Bluebird Theater	Event venue	500	Bluebird Theater	Mezerg	Unknown		Music	11/8/2022	Presenting
Bluebird Theater	Event venue	500	Bluebird Theater	The Brothers Comatose	Unknown		Music	11/10/2022	Presenting
Bluebird Theater	Event venue	500	Bluebird Theater	Blu Detiger	Unknown		Music	11/11/2022	Presenting
Bluebird Theater	Event venue	500	Bluebird Theater	Son Little	Unknown		Music	11/12/2022	Presenting
Bluebird Theater	Event venue	500	Bluebird Theater	Let's Eat Grandma	$23-25	$23	Music	11/14/2022	Presenting
Bluebird Theater	Event venue	500	Bluebird Theater	The Murlocs	Unknown		Music	11/18/2022	Presenting
Bluebird Theater	Event venue	500	Bluebird Theater	The Rock and Roll Playhouse Plays Music of Grateful Dead for Kids	Unknown		Music	11/20/2022	Presenting
Bluebird Theater	Event venue	500	Bluebird Theater	Angie Stevens and The Beautiful Wreck	Unknown		Music	11/26/2022	Presenting
Bluebird Theater	Event venue	500	Bluebird Theater	Blitzkid	$20-25	$20	Music	11/27/2022	Presenting
Bluebird Theater	Event venue	500	Bluebird Theater	The Lil Smokies	$30-35	$30	Music	12/1/2022	Presenting
Bluebird Theater	Event venue	500	Bluebird Theater	The Lil Smokies	$30-35	$30	Music	12/2/2022	Presenting
Bluebird Theater	Event venue	500	Bluebird Theater	The Lil Smokies	$30-35	$30	Music	12/3/2022	Presenting
Bluebird Theater	Event venue	500	93.3 KTCL	The Lemonheads	Unknown		Music	12/5/2022	Presenting
Bluebird Theater	Event venue	500	Bluebird Theater	Pond	Unknown		Music	12/9/2022	Presenting
Bluebird Theater	Event venue	500	Bluebird Theater	Soen	Unknown		Music	12/10/2022	Presenting
Bluebird Theater	Event venue	500	Bluebird Theater	Bartees Strange	Unknown		Music	12/14/2022	Presenting
Bluebird Theater	Event venue	500	Bluebird Theater	The Railbenders	$28-35	$28	Music	12/17/2022	Presenting
Bluebird Theater	Event venue	500	Bluebird Theater	The Rock and Roll Playhousee Plays Music of the Beatles for Kids	Unknown		Music	12/18/2022	Presenting
Bluebird Theater	Event venue	500	Bluebird Theater	Alaska Thunderfuck Presents: The Red 4 Filth Tour	$20-30	$20	Music	12/18/2022	Presenting
Bluebird Theater	Event venue	500	Bluebird Theater	Geoff Tate's Big Rock Show	Unknown		Music	12/20/2022	Presenting
Bluebird Theater	Event venue	500	105.5 The Colorado Sound	Silver and Smoke	$20	$20	Music	1/6/2023	Presenting
Bluebird Theater	Event venue	500	Global Dance	Bass Physics	$10	$10	Music	1/14/2023	Presenting
Bluebird Theater	Event venue	500	Bluebird Theater	Suki Waterhouse	$20	$20	Music	1/18/2023	Presenting
Bluebird Theater	Event venue	500	Bluebird Theater	The Velveteers	$23	$23	Music	1/20/2023	Presenting
Bluebird Theater	Event venue	500	Bluebird Theater	Holdfast	$18	$18	Music	1/21/2023	Presenting
Bluebird Theater	Event venue	500	Bluebird Theater	Who's Bad (Tribute to Michael Jackson)	$20	$20	Music	1/27/2023	Presenting
Bluebird Theater	Event venue	500	Bluebird Theater	Who's Bad (Tribute to Michael Jackson)	$20	$20	Music	1/28/2023	Presenting
Bluebird Theater	Event venue	500	105.5 The Colorado Sound	Will Sheff/Okkervil River	$24	$24	Music	1/31/2023	Presenting
Bluebird Theater	Event venue	500	Bluebird Theater	Marsh	$30	$30	Music	2/3/2023	Presenting
Bluebird Theater	Event venue	500	Bluebird Theater	The Rock & Roll Playhouse Plays Music of Tom Petty For Kids + More Ft. Shawn Eckles	$19	$19	Music	2/4/2023	Presenting
Bluebird Theater	Event venue	500	Bluebird Theater	Taylor Fest at Bluebird Play	$23	$23	Music	2/10/2023	Presenting
Bluebird Theater	Event venue	500	Bluebird Theater	The 502s	$20	$20	Music	2/11/2023	Presenting
Bluebird Theater	Event venue	500	TrueAnon	The Year of the Smile	$28	$28	Music	2/16/2023	Presenting
Bluebird Theater	Event venue	500	Bluebird Theater	Skegss	$25	$25	Music	2/17/2023	Presenting
Bluebird Theater	Event venue	500	Bluebird Theater	Infrid Andress	Unknown		Music	2/25/2023	Presenting

Venue	Venue type	Capacity	Presenter	Event name	Ticket range	Median ticket	Genre	Dates	Presenting or producing?
Bluebird Theater	Event venue	500	Bluebird Theater	Sonreal	$21	$21	Music	3/1/2023	Presenting
Bluebird Theater	Event venue	500	Bluebird Theater	Enjambre	$23	$23	Music	3/2/2023	Presenting
Bluebird Theater	Event venue	500	93.3 Punk Tacos Presents	Otoboke Beaver	$25	$25	Music	3/3/2023	Presenting
Bluebird Theater	Event venue	500	Bluebird Theater	Thee Sacred Souls	$29	$29	Music	3/4/2023	Presenting
Bluebird Theater	Event venue	500	Bluebird Theater	Kula Shaker	$27	$27	Music	3/7/2023	Presenting
Bluebird Theater	Event venue	500	Bluebird Theater	Chiiild	$23	$23	Music	3/8/2023	Presenting
Bluebird Theater	Event venue	500	Bluebird Theater	Inner Wave	$22	$22	Music	3/9/2023	Presenting
Bluebird Theater	Event venue	500	Bluebird Theater	Jessie Murph	Unknown		Music	3/14/2023	Presenting
Bluebird Theater	Event venue	500	Bluebird Theater	The Residents	$35	$35	Music	3/21/2023	Presenting
Bluebird Theater	Event venue	500	Bluebird Theater	G. Love & Special Sauce	$40	$40	Music	3/23/2023	Presenting
Bluebird Theater	Event venue	500	Bluebird Theater	The Legendary Shack Shakers & Hillbilly Casino	$20	$20	Music	3/25/2023	Presenting
Bluebird Theater	Event venue	500	Bluebird Theater	The Heavy Heavy	$20	$20	Music	3/27/2023	Presenting
Bluebird Theater	Event venue	500	Bluebird Theater	Vancouver Sleep Clinic	$22	$22	Music	3/28/2023	Presenting
Bluebird Theater	Event venue	500	Bluebird Theater	Delta Rae	$25	$25	Music	3/29/2023	Presenting
Bluebird Theater	Event venue	500	Channel 93.3	N3ptune	$17	$17	Music	3/31/2023	Presenting
Bluebird Theater	Event venue	500	KGNU	Town Mountain & Wood Belly	$22	$22	Music	4/1/2023	Presenting
Bluebird Theater	Event venue	500	Bluebird Theater	The War and Treaty	$23	$23	Music	4/7/2023	Presenting
Bluebird Theater	Event venue	500	Bluebird Theater	Noahfinnce	$20	$20	Music	4/19/2023	Presenting
Bluebird Theater	Event venue	500	Bluebird Theater	Ripe: Bright Blues Tour	Unknown		Music	4/23/2023	Presenting
Bluebird Theater	Event venue	500	Bluebird Theater	Mo Lowda & The Humble	$20	$20	Music	4/29/2023	Presenting
Bluebird Theater	Event venue	500	Bluebird Theater	The World is a Beautiful Place & I am no Longer Afraid to Die	$25	$25	Music	5/3/2023	Presenting
Bluebird Theater	Event venue	500	Bluebird Theater	49 Winchester	$20	$20	Music	5/4/2023	Presenting
Bluebird Theater	Event venue	500	Bluebird Theater	The National Parks	$22	$22	Music	5/13/2023	Presenting
Bluebird Theater	Event venue	500	Bluebird Theater	Hoodoo Gurus	$32	$32	Music	5/16/2023	Presenting
Bluebird Theater	Event venue	500	KGNU	Donna the Buffalo	$20	$20	Music	5/25/2023	Presenting
Bluebird Theater	Event venue	500	Bluebird Theater	Ron Pope	$29	$29	Music	4/28/2023	Presenting
Denver Botanic Gardens/ Sturm Family Auditorium	Auditorium	265	Denver Botanic Gardens	Ursula von Rydingsvard Film Screening with Artist Q&A	$12-15	$15	Film	4/29/2022	Presenting
Denver Botanic Gardens/ Sturm Family Auditorium	Auditorium	265	Denver Botanic Gardens	Ursula von Rydingsvard: Into Her Own	$0 with GA	$0	Film	4/30/2022	Presenting
Denver Botanic Gardens/ Sturm Family Auditorium	Auditorium	265	Denver Botanic Gardens	Ursula von Rydingsvard: Into Her Own	$0 with GA	$0	Film	5/14/2022	Presenting
Denver Botanic Gardens/ Sturm Family Auditorium	Auditorium	265	Denver Botanic Gardens	Denver Silent Film Festival: The Cameraman	$8-13	$13	Film	5/20/2022	Presenting
Denver Botanic Gardens/ Sturm Family Auditorium	Auditorium	265	Denver Botanic Gardens	Denver Silent Film Festival: Comedy Shorts Package	$8-13	$13	Film	5/21/2022	Presenting
Denver Botanic Gardens/ Sturm Family Auditorium	Auditorium	265	Denver Botanic Gardens	Denver Silent Film Festival: The Strong Man	$8-13	$13	Film	5/21/2022	Presenting
Denver Botanic Gardens/ Sturm Family Auditorium	Auditorium	265	Denver Botanic Gardens	Denver Silent Film Festival: Max the Circus King	$8-13	$13	Film	5/21/2022	Presenting
Denver Botanic Gardens/ Sturm Family Auditorium	Auditorium	265	Denver Botanic Gardens	Denver Silent Film Festival: It's the Old Amy Game	$8-13	$13	Film	5/21/2022	Presenting
Denver Botanic Gardens/ Sturm Family Auditorium	Auditorium	265	Denver Botanic Gardens	Ursula von Rydingsvard: Into Her Own	$0 with GA	$0	Film	5/21/2022	Presenting
Denver Botanic Gardens/ Sturm Family Auditorium	Auditorium	265	Denver Botanic Gardens	Denver Silent Film Festival: Two Timid Souls	$8-13	$13	Film	5/22/2022	Presenting
Denver Botanic Gardens/ Sturm Family Auditorium	Auditorium	265	Denver Botanic Gardens	Denver Silent Film Festival: So This is Paris	$8-13	$13	Film	5/22/2022	Presenting
Denver Botanic Gardens/ Sturm Family Auditorium	Auditorium	265	Denver Botanic Gardens	Denver Silent Film Festival: The Kid Brother	$8-13	$13	Film	5/22/2022	Presenting
Denver Botanic Gardens/ Sturm Family Auditorium	Auditorium	265	Denver Botanic Gardens	Ursula von Rydingsvard: Into Her Own	$0 with GA	$0	Film	5/28/2022	Presenting
Denver Botanic Gardens/ Sturm Family Auditorium	Auditorium	265	Denver Botanic Gardens	Ursula von Rydingsvard: Into Her Own	$0 with GA	$0	Film	6/4/2022	Presenting
Denver Botanic Gardens/ Sturm Family Auditorium	Auditorium	265	Denver Botanic Gardens	Ursula von Rydingsvard: Into Her Own	$0 with GA	$0	Film	6/11/2022	Presenting
Denver Botanic Gardens/ Sturm Family Auditorium	Auditorium	265	Denver Botanic Gardens	Ursula von Rydingsvard: Into Her Own	$0 with GA	$0	Film	6/18/2022	Presenting

Venue	Venue type	Capacity	Presenter	Event name	Ticket range	Median ticket	Genre	Dates	Presenting or producing?
Denver Botanic Gardens/ Sturm Family Auditorium	Auditorium	265	Denver Botanic Gardens	Ursula von Rydingsvard: Into Her Own	$0 with GA	$0	Film	6/25/2022	Presenting
Denver Botanic Gardens/ Sturm Family Auditorium	Auditorium	265	Denver Botanic Gardens	Ursula von Rydingsvard: Into Her Own	$0 with GA	$0	Film	7/2/2022	Presenting
Denver Botanic Gardens/ Sturm Family Auditorium	Auditorium	265	Denver Botanic Gardens	Ursula von Rydingsvard: Into Her Own	$0 with GA	$0	Film	7/9/2022	Presenting
Denver Botanic Gardens/ Sturm Family Auditorium	Auditorium	265	Denver Botanic Gardens	Ursula von Rydingsvard: Into Her Own	$0 with GA	$0	Film	7/16/2022	Presenting
Denver Botanic Gardens/ Sturm Family Auditorium	Auditorium	265	Denver Botanic Gardens	Ursula von Rydingsvard: Into Her Own	$0 with GA	$0	Film	7/23/2022	Presenting
Denver Botanic Gardens/ Sturm Family Auditorium	Auditorium	265	Denver Botanic Gardens	Ursula von Rydingsvard: Into Her Own	$0 with GA	$0	Film	7/30/2022	Presenting
Denver Botanic Gardens/ Sturm Family Auditorium	Auditorium	265	Denver Botanic Gardens	Ursula von Rydingsvard: Into Her Own	$0 with GA	$0	Film	8/6/2022	Presenting
Denver Botanic Gardens/ Sturm Family Auditorium	Auditorium	265	Denver Botanic Gardens	Ursula von Rydingsvard: Into Her Own	$0 with GA	$0	Film	8/7/2022	Presenting
Denver Botanic Gardens/ Sturm Family Auditorium	Auditorium	265	Denver Botanic Gardens	Ursula von Rydingsvard: Into Her Own	$0 with GA	$0	Film	8/13/2022	Presenting
Denver Botanic Gardens/ Sturm Family Auditorium	Auditorium	265	Denver Botanic Gardens	Ursula von Rydingsvard: Into Her Own	$0 with GA	$0	Film	8/20/2022	Presenting
Denver Botanic Gardens/ Sturm Family Auditorium	Auditorium	265	Denver Botanic Gardens	Ursula von Rydingsvard: Into Her Own	$0 with GA	$0	Film	8/27/2022	Presenting
Denver Botanic Gardens/ Sturm Family Auditorium	Auditorium	265	Denver Botanic Gardens	Ursula von Rydingsvard: Into Her Own	$0 with GA	$0	Film	9/3/2022	Presenting
Denver Botanic Gardens/ Sturm Family Auditorium	Auditorium	265	Denver Botanic Gardens	Ursula von Rydingsvard: Into Her Own	$0 with GA	$0	Film	9/10/2022	Presenting
Denver Botanic Gardens/ Sturm Family Auditorium	Auditorium	265	Denver Botanic Gardens	The Human Element	$0 with GA	$0	Film	1/8/2023	Presenting
Denver Botanic Gardens/ Sturm Family Auditorium	Auditorium	265	Denver Botanic Gardens	Kiss the Ground	$0 with GA	$0	Film	1/8/2023	Presenting
Denver Botanic Gardens/ Sturm Family Auditorium	Auditorium	265	Denver Botanic Gardens	The Human Element	$0 with GA	$0	Film	1/9/2023	Presenting
Denver Botanic Gardens/ Sturm Family Auditorium	Auditorium	265	Denver Botanic Gardens	Kiss the Ground	$0 with GA	$0	Film	1/9/2023	Presenting
Denver Botanic Gardens/ Sturm Family Auditorium	Auditorium	265	Denver Botanic Gardens	The Human Element	$0 with GA	$0	Film	1/10/2023	Presenting
Denver Botanic Gardens/ Sturm Family Auditorium	Auditorium	265	Denver Botanic Gardens	Kiss the Ground	$0 with GA	$0	Film	1/10/2023	Presenting
Denver Botanic Gardens/ Sturm Family Auditorium	Auditorium	265	Denver Botanic Gardens	The Human Element	$0 with GA	$0	Film	1/11/2023	Presenting
Denver Botanic Gardens/ Sturm Family Auditorium	Auditorium	265	Denver Botanic Gardens	Kiss the Ground	$0 with GA	$0	Film	1/11/2023	Presenting
Denver Botanic Gardens/ Sturm Family Auditorium	Auditorium	265	Denver Botanic Gardens	The Human Element	$0 with GA	$0	Film	1/12/2023	Presenting
Denver Botanic Gardens/ Sturm Family Auditorium	Auditorium	265	Denver Botanic Gardens	Kiss the Ground	$0 with GA	$0	Film	1/12/2023	Presenting
Denver Botanic Gardens/ Sturm Family Auditorium	Auditorium	265	Denver Botanic Gardens	The Human Element	$0 with GA	$0	Film	1/13/2023	Presenting
Denver Botanic Gardens/ Sturm Family Auditorium	Auditorium	265	Denver Botanic Gardens	Kiss the Ground	$0 with GA	$0	Film	1/13/2023	Presenting
Denver Botanic Gardens/ Sturm Family Auditorium	Auditorium	265	Denver Botanic Gardens	The Human Element	$0 with GA	$0	Film	1/14/2023	Presenting
Denver Botanic Gardens/ Sturm Family Auditorium	Auditorium	265	Denver Botanic Gardens	Kiss the Ground	$0 with GA	$0	Film	1/14/2023	Presenting
Denver Botanic Gardens/ Sturm Family Auditorium	Auditorium	265	Denver Botanic Gardens	The Human Element	$0 with GA	$0	Film	1/15/2023	Presenting
Denver Botanic Gardens/ Sturm Family Auditorium	Auditorium	265	Denver Botanic Gardens	Kiss the Ground	$0 with GA	$0	Film	1/15/2023	Presenting

Venue	Venue type	Capacity	Presenter	Event name	Ticket range	Median ticket	Genre	Dates	Presenting or producing?
Denver Botanic Gardens/ Sturm Family Auditorium	Auditorium	265	Denver Botanic Gardens	The Human Element	$0 with GA	$0	Film	1/16/2023	Presenting
Denver Botanic Gardens/ Sturm Family Auditorium	Auditorium	265	Denver Botanic Gardens	Kiss the Ground	$0 with GA	$0	Film	1/16/2023	Presenting
Denver Botanic Gardens/ Sturm Family Auditorium	Auditorium	265	Denver Botanic Gardens	The Human Element	$0 with GA	$0	Film	1/17/2023	Presenting
Denver Botanic Gardens/ Sturm Family Auditorium	Auditorium	265	Denver Botanic Gardens	Kiss the Ground	$0 with GA	$0	Film	1/17/2023	Presenting
Denver Botanic Gardens/ Sturm Family Auditorium	Auditorium	265	Denver Botanic Gardens	The Human Element	$0 with GA	$0	Film	1/18/2023	Presenting
Denver Botanic Gardens/ Sturm Family Auditorium	Auditorium	265	Denver Botanic Gardens	Kiss the Ground	$0 with GA	$0	Film	1/18/2023	Presenting
Denver Botanic Gardens/ Sturm Family Auditorium	Auditorium	265	Denver Botanic Gardens	The Human Element	$0 with GA	$0	Film	1/19/2023	Presenting
Denver Botanic Gardens/ Sturm Family Auditorium	Auditorium	265	Denver Botanic Gardens	Kiss the Ground	$0 with GA	$0	Film	1/19/2023	Presenting
Denver Botanic Gardens/ Sturm Family Auditorium	Auditorium	265	Denver Botanic Gardens	The Human Element	$0 with GA	$0	Film	1/20/2023	Presenting
Denver Botanic Gardens/ Sturm Family Auditorium	Auditorium	265	Denver Botanic Gardens	Kiss the Ground	$0 with GA	$0	Film	1/20/2023	Presenting
Denver Botanic Gardens/ Sturm Family Auditorium	Auditorium	265	Denver Botanic Gardens	The Human Element	$0 with GA	$0	Film	1/21/2023	Presenting
Denver Botanic Gardens/ Sturm Family Auditorium	Auditorium	265	Denver Botanic Gardens	Kiss the Ground	$0 with GA	$0	Film	1/21/2023	Presenting
Denver Botanic Gardens/ Sturm Family Auditorium	Auditorium	265	Denver Botanic Gardens	Sustain (Playground Ensemble)	$20	$20	Music	2/10/2023	Presenting
Denver Botanic Gardens/ UMB Bank Amphitheater	Amphitheater	2,500	Denver Botanic Gardens	Summer Concert Series: DeVotchKa	$55-74	$74	Music	6/12/2022	Presenting
Denver Botanic Gardens/ UMB Bank Amphitheater	Amphitheater	2,500	Denver Botanic Gardens	Summer Concert Series: Keb' Mo' Band	$55-74	$74	Music	6/29/2022	Presenting
Denver Botanic Gardens/ UMB Bank Amphitheater	Amphitheater	2,500	Denver Botanic Gardens	Summer Concert Series: Mary Chapin Carpenter with John Craigie	$55-74	$74	Music	7/7/2022	Presenting
Denver Botanic Gardens/ UMB Bank Amphitheater	Amphitheater	2,500	Denver Botanic Gardens	Summer Concert Series: Monsieur Perine	$55-74	$74	Music	7/13/2022	Presenting
Denver Botanic Gardens/ UMB Bank Amphitheater	Amphitheater	2,500	Denver Botanic Gardens	Summer Concert Series: Corinne Bailey Rae with MALIA	$55-74	$74	Music	7/19/2022	Presenting
Denver Botanic Gardens/ UMB Bank Amphitheater	Amphitheater	2,500	Denver Botanic Gardens	Summer Concert Series: Judy Collins with Chatham County Line	$55-74	$74	Music	7/24/2022	Presenting
Denver Botanic Gardens/ UMB Bank Amphitheater	Amphitheater	2,500	Denver Botanic Gardens	Summer Concert Series: Chris Botti	$55-74	$74	Music	7/26/2022	Presenting
Denver Botanic Gardens/ UMB Bank Amphitheater	Amphitheater	2,500	Denver Botanic Gardens	Summer Concert Series: The Mavericks	$55-74	$74	Music	7/27/2022	Presenting
Gothic Theatre	Event venue	1,100	Gothic Theatre	David Cross - Worst Daddy in the World Tour	$29.50-149.50		Comedy	3/19/2023	Presenting
Gothic Theatre	Event venue	1,100	Gothic Theatre	Plini	$25	$25	Music	5/6/2022	Presenting
Gothic Theatre	Event venue	1,100	Gothic Theatre	Of Montreal	Unknown		Music	9/21/2022	Presenting
Gothic Theatre	Event venue	1,100	Gothic Theatre	Ibibio Sound Machine	Unknown		Music	9/23/2022	Presenting
Gothic Theatre	Event venue	1,100	Gothic Theatre	Billy Cobham's Crosswinds Project	Unknown		Music	9/24/2022	Presenting
Gothic Theatre	Event venue	1,100	Gothic Theatre	The Avalanches	Unknown		Music	9/28/2022	Presenting
Gothic Theatre	Event venue	1,100	Gothic Theatre	Baynk	$21-25	$21	Music	9/29/2022	Presenting
Gothic Theatre	Event venue	1,100	Gothic Theatre	The Afghan Whigs	$40-45	$40	Music	10/1/2022	Presenting
Gothic Theatre	Event venue	1,100	Gothic Theatre	Declan McKenna	$25-30	$25	Music	10/3/2022	Presenting
Gothic Theatre	Event venue	1,100	Gothic Theatre	Whitney	Unknown		Music	10/4/2022	Presenting
Gothic Theatre	Event venue	1,100	Gothic Theatre	Pusha T	Unknown		Music	10/6/2022	Presenting
Gothic Theatre	Event venue	1,100	Gothic Theatre	Shame/Viagra Boys	$25-30	$25	Music	10/8/2022	Presenting
Gothic Theatre	Event venue	1,100	Gothic Theatre	Gaelic Storm	$28-50	$28	Music	10/11/2022	Presenting
Gothic Theatre	Event venue	1,100	Gothic Theatre	Alexander 23	$25-28	$25	Music	10/12/2022	Presenting
Gothic Theatre	Event venue	1,100	Gothic Theatre	Om	$23-25	$23	Music	10/13/2022	Presenting
Gothic Theatre	Event venue	1,100	Gothic Theatre	Niki	$25-30	$25	Music	10/14/2022	Presenting
Gothic Theatre	Event venue	1,100	Gothic Theatre	Matisyahu	$30-60	$30	Music	10/15/2022	Presenting

Venue	Venue type	Capacity	Presenter	Event name	Ticket range	Median ticket	Genre	Dates	Presenting or producing?
Gothic Theatre	Event venue	1,100	Gothic Theatre	Muna	Unknown		Music	10/16/2022	Presenting
Gothic Theatre	Event venue	1,100	Gothic Theatre	Ocean Alley	Unknown		Music	10/18/2022	Presenting
Gothic Theatre	Event venue	1,100	Gothic Theatre	Twin Temple	$25-30	$25	Music	10/20/2022	Presenting
Gothic Theatre	Event venue	1,100	Gothic Theatre	St. Lucia	Unknown		Music	10/21/2022	Presenting
Gothic Theatre	Event venue	1,100	Gothic Theatre	Spacey Jane	Unknown		Music	10/22/2022	Presenting
Gothic Theatre	Event venue	1,100	Gothic Theatre	Movements	$25-30	$25	Music	10/23/2022	Presenting
Gothic Theatre	Event venue	1,100	Gothic Theatre	The Knocks X Cannons	$30-90	$30	Music	10/25/2022	Presenting
Gothic Theatre	Event venue	1,100	Gothic Theatre	Big Richard	$20-25	$20	Music	10/28/2022	Presenting
Gothic Theatre	Event venue	1,100	Gothic Theatre	Sammy Rae & The Friends	Unknown		Music	11/2/2022	Presenting
Gothic Theatre	Event venue	1,100	Gothic Theatre	Kevin Morby	$25-30	$25	Music	11/5/2022	Presenting
Gothic Theatre	Event venue	1,100	Gothic Theatre	Brasstracks	$26-30	$26	Music	11/6/2022	Presenting
Gothic Theatre	Event venue	1,100	Gothic Theatre	Tegan and Sara	$45	$45	Music	11/8/2022	Presenting
Gothic Theatre	Event venue	1,100	Gothic Theatre	Slaughter to Prevail	Unknown		Music	11/9/2022	Presenting
Gothic Theatre	Event venue	1,100	Gothic Theatre	King Buffalo	Unknown		Music	11/11/2022	Presenting
Gothic Theatre	Event venue	1,100	Gothic Theatre	Roger Clyne & The Peacemakers	$30-35	$30	Music	11/12/2022	Presenting
Gothic Theatre	Event venue	1,100	Gothic Theatre	Langshorne Slim	$25-30	$25	Music	11/13/2022	Presenting
Gothic Theatre	Event venue	1,100	Gothic Theatre	Jake Scott	$21-25	$21	Music	11/17/2022	Presenting
Gothic Theatre	Event venue	1,100	Gothic Theatre	Penny & Sparrow	$20-25	$20	Music	11/20/2022	Presenting
Gothic Theatre	Event venue	1,100	Gothic Theatre	State Champs	$30-35	$30	Music	11/22/2022	Presenting
Gothic Theatre	Event venue	1,100	Gothic Theatre	Brakence	$26-30	$26	Music	11/29/2022	Presenting
Gothic Theatre	Event venue	1,100	Gothic Theatre	Morgenshter	$69-125	$69	Music	12/8/2022	Presenting
Gothic Theatre	Event venue	1,100	Gothic Theatre	Sandra Bernhard Soul'd Out	$55	$55	Music	1/21/2023	Presenting
Gothic Theatre	Event venue	1,100	Gothic Theatre	Mustard Plug & Voodoo Glow Skulls	$25	$25	Music	1/27/2023	Presenting
Gothic Theatre	Event venue	1,100	Gothic Theatre	Adam Melchor	$25	$25	Music	1/28/2023	Presenting
Gothic Theatre	Event venue	1,100	Gothic Theatre	Sunn O)))	$35	$35	Music	1/31/2023	Presenting
Gothic Theatre	Event venue	1,100	Gothic Theatre	Judge John Hodgman	$35	$35	Music	2/2/2023	Presenting
Gothic Theatre	Event venue	1,100	Gothic Theatre	RJD2	$30	$30	Music	2/4/2023	Presenting
Gothic Theatre	Event venue	1,100	Gothic Theatre	Rubblebucket	$25	$25	Music	2/11/2023	Presenting
Gothic Theatre	Event venue	1,100	Gothic Theatre	Latrice Royale Presents Life Goes On- Valentine's Show	$35	$35	Music	2/18/2023	Presenting
Gothic Theatre	Event venue	1,100	Gothic Theatre	Samia	$22	$22	Music	2/20/2023	Presenting
Gothic Theatre	Event venue	1,100	Gothic Theatre	Bayside	$30	$30	Music	2/24/2023	Presenting
Gothic Theatre	Event venue	1,100	Gothic Theatre	Viagra Boys	$25	$25	Music	2/27/2023	Presenting
Gothic Theatre	Event venue	1,100	Gothic Theatre	American Authors: Best Night of My Life	$25	$25	Music	2/28/2023	Presenting
Gothic Theatre	Event venue	1,100	Gothic Theatre	Mad Caddies	$25	$25	Music	3/1/2023	Presenting
Gothic Theatre	Event venue	1,100	Gothic Theatre	Wax Tailor	$25	$25	Music	3/4/2023	Presenting
Gothic Theatre	Event venue	1,100	Gothic Theatre	Donny Benet	$23	$23	Music	3/11/2023	Presenting
Gothic Theatre	Event venue	1,100	Gothic Theatre	Show Me the Body	$26	$26	Music	3/12/2023	Presenting
Gothic Theatre	Event venue	1,100	Gothic Theatre	The Acacia Strain, Fit For an Autopsy & Full of Hell	$30	$30	Music	3/14/2023	Presenting
Gothic Theatre	Event venue	1,100	Gothic Theatre	Paolo Nutini	$35	$35	Music	3/15/2023	Presenting
Gothic Theatre	Event venue	1,100	Gothic Theatre	Weyes Blood	$28	$28	Music	3/17/2023	Presenting
Gothic Theatre	Event venue	1,100	Gothic Theatre	Kimbra	$25	$25	Music	3/18/2023	Presenting
Gothic Theatre	Event venue	1,100	Gothic Theatre	The Church	Unknown		Music	3/21/2023	Presenting
Gothic Theatre	Event venue	1,100	Gothic Theatre	Rayland Baxter	$25	$25	Music	3/22/2023	Presenting
Gothic Theatre	Event venue	1,100	Gothic Theatre	Queensryche: The Digital Noise Alliance Tour	$37	$37	Music	3/24/2023	Presenting
Gothic Theatre	Event venue	1,100	Gothic Theatre	Microwave	$23	$23	Music	4/3/2023	Presenting
Gothic Theatre	Event venue	1,100	Gothic Theatre	Colony House	$20	$20	Music	4/6/2023	Presenting
Gothic Theatre	Event venue	1,100	Gothic Theatre	Enslaved & Insomnium	$29	$29	Music	4/14/2023	Presenting
Gothic Theatre	Event venue	1,100	Gothic Theatre	Pop Evil	$26	$26	Music	4/16/2023	Presenting
Gothic Theatre	Event venue	1,100	Gothic Theatre	Easy Life	$22	$22	Music	4/24/2023	Presenting
Gothic Theatre	Event venue	1,100	Gothic Theatre	Caroline Rose	$26	$26	Music	4/25/2023	Presenting
Gothic Theatre	Event venue	1,100	Gothic Theatre	Pond	$27	$27	Music	5/16/2023	Presenting
Gothic Theatre	Event venue	1,100	Gothic Theatre	Haken	$30	$30	Music	5/31/2023	Presenting
Gothic Theatre	Event venue	1,100	Gothic Theatre	Not Another D&D Podcast	$73-75	$73	Speaker series	10/19/2022	Presenting
Lone Tree Art Center Event Hall	Event venue	225	Lone Tree Art Center	Seedlings: Eric West's Music for Kids	Unknown		Music	5/3/2022	Unknown
Lone Tree Art Center Event Hall	Event venue	225	Lone Tree Art Center/ SPARK! Alzheimer's Association	SPARK! Alliance: Holiday Music on the Fiddle	$0	$0	Music	12/22/2022	Presenting
Lone Tree Art Center Event Hall	Event venue	225	Lone Tree Art Center	Seedlings: Performance and Instrument Petting Zoo with Inside the Orchestra	$5	$5	Music	3/14/2023	Presenting

Venue	Venue type	Capacity	Presenter	Event name	Ticket range	Median ticket	Genre	Dates	Presenting or producing?
Lone Tree Art Center Event Hall	Event venue	225	Lone Tree Art Center/ SPARK! Alzheimer's Association	SPARK! Alliance: Denver Brass: Music Sparks Memories	$0	$0	Music	3/23/2023	Presenting
Lone Tree Art Center Event Hall	Event venue	225	Lone Tree Art Center	Seedlings: Busker and Me	$5	$5	Play	4/11/2023	Unknown
Lone Tree Art Center Event Hall	Event venue	225	Lone Tree Art Center	Student Matinee: Butterflies	Unknown		Play	5/5/2023	Presenting
Lone Tree Art Center Event Hall	Event venue	225	Lone Tree Art Center	Sensory Friendly Butterflies	$10	$10	Play	5/5/2023	Presenting
Lone Tree Art Center Event Hall	Event venue	225	Lone Tree Art Center	Butterflies	$10	$10	Play	5/6/2023	Presenting
Lone Tree Art Center Event Hall	Event venue	225	Lone Tree Art Center/ Children's Museum Denver Marsico Campus	Seedlings: The Gingerbread Man with the Children's Museum	$5	$5	Play	5/9/2023	Presenting
Lone Tree Art Center Event Hall	Event venue	225	Lone Tree Art Center/ SPARK! Alzheimer's Association	SPARK! Alliance: Commissioner's Choice	$0	$0	Speaker series	2/23/2023	Presenting
Lone Tree Art Center Event Hall	Event venue	225	Lone Tree Art Center/ SPARK! Alzheimer's Association	SPARK! Alliance: Best of India and Mysterious Nepal	$0	$0	Speaker series	4/20/2023	Presenting
Lone Tree Art Center Event Hall	Event venue	225	Lone Tree Art Center/ SPARK! Alzheimer's Association	SPARK! Alliance: Photo Show	$0	$0	Speaker series	5/18/2023	Presenting
Lone Tree Art Center Event Hall	Event venue	225	Lone Tree Art Center	Seedlings: Top Hogs	Unknown		Variety show	2/1/2022	Unknown
Lone Tree Art Center Event Hall	Event venue	225	Lone Tree Art Center	Seedlings: Top Hogs	$5	$5	Variety show	2/14/2023	Unknown
Lone Tree Art Center Main Stage	Theater	500	Lone Tree Art Center	Reduced Shakespeare Company: The Complete History of Comedy (Abridged)	$35-55	$45	Comedy	4/22/2023	Presenting
Lone Tree Art Center Main Stage	Theater	500	Lone Tree Art Center	Passport to Culture: Fiesta Colorado	Unknown		Dance	3/13/2022	Unknown
Lone Tree Art Center Main Stage	Theater	500	Lone Tree Art Center	Sensory Friendly Passport to Culture: Fiesta Colorado	Unknown		Dance	3/13/2022	Unknown
Lone Tree Art Center Main Stage	Theater	500	Lone Tree Art Center/ Littleton Youth Ballet	Littleton Youth Ballet Concert	Unknown		Dance	6/1/2022	Presenting
Lone Tree Art Center Main Stage	Theater	500	Lone Tree Art Center/ Metropolitan Academy of Dance	Metropolitan Academy of Dance presents La Trente Sixieme	Unknown		Dance	6/3/2022	Presenting
Lone Tree Art Center Main Stage	Theater	500	Lone Tree Art Center/ Metropolitan Academy of Dance	Metropolitan Academy of Dance presents La Trente Sixieme	Unknown		Dance	6/4/2022	Presenting
Lone Tree Art Center Main Stage	Theater	500	Lone Tree Art Center/ Boutique Dance Academy	Boutique Dance Academy presents Annual Recital	Unknown		Dance	6/11/2022	Presenting
Lone Tree Art Center Main Stage	Theater	500	Lone Tree Art Center	DanceAspen	Unknown		Dance	9/17/2022	Presenting
Lone Tree Art Center Main Stage	Theater	500	Lone Tree Art Center/ Colorado School of Dance	Dance for a Difference Benefit Performance	$22-30	$22	Dance	1/17/2023	Presenting
Lone Tree Art Center Main Stage	Theater	500	Lone Tree Art Center	Gibney Dance	$40-60	$50	Dance	1/27/2023	Unknown
Lone Tree Art Center Main Stage	Theater	500	Lone Tree Art Center	Chicago Tap Theater	$35-55	$45	Dance	2/4/2023	Presenting
Lone Tree Art Center Main Stage	Theater	500	Lone Tree Art Center	Veterans Journey Home	Unknown		Film	6/5/2022	Presenting
Lone Tree Art Center Main Stage	Theater	500	Lone Tree Art Center/Onxhunt	2022 Full Draw Film Tour Presented by Onxhunt	Unknown		Film	7/14/2022	Presenting
Lone Tree Art Center Main Stage	Theater	500	Lone Tree Art Center	Gerald Albright's Lone Tree Sessions: Oleta Adams	Unknown		Music	2/18/2022	Unknown
Lone Tree Art Center Main Stage	Theater	500	Lone Tree Art Center	The Mary Louise Lee Band: A Tribute to Gladys Knight and the Pips	Unknown		Music	3/12/2022	Unknown
Lone Tree Art Center Main Stage	Theater	500	Lone Tree Art Center	Arts in the Afternoon: Denver Dolls	Unknown		Music	6/22/2022	Unknown
Lone Tree Art Center Main Stage	Theater	500	Lone Tree Art Center	Arapahoe Philharmonic presents Music on the High Seas	Unknown		Music	9/9/2022	Presenting
Lone Tree Art Center Main Stage	Theater	500	Lone Tree Art Center	Mountain Heart with Special Guest Jeremy Garrett	Unknown		Music	9/10/2022	Unknown
Lone Tree Art Center Main Stage	Theater	500	Lone Tree Art Center	Arts in the Afternoon: After Midnight	Unknown		Music	9/14/2022	Unknown
Lone Tree Art Center Main Stage	Theater	500	Lone Tree Art Center	Passport to Culture: Yokoso! A Japanese Culture Mix-Tape	$7	$7	Music	9/18/2022	Unknown
Lone Tree Art Center Main Stage	Theater	500	Lone Tree Art Center	Gerald Albright and Selina Albright	Unknown		Music	9/23/2022	Unknown
Lone Tree Art Center Main Stage	Theater	500	Lone Tree Art Center	Katie Deal: Wildflowers: The Women of Country Music	Unknown		Music	10/1/2022	Unknown
Lone Tree Art Center Main Stage	Theater	500	Lone Tree Art Center	Masters of Hawaiian Music	Unknown		Music	10/2/2022	Unknown
Lone Tree Art Center Main Stage	Theater	500	Lone Tree Art Center	Gerald Albright's Lone Tree Sessions: Jane Monheit	Unknown		Music	10/7/2022	Unknown
Lone Tree Art Center Main Stage	Theater	500	Lone Tree Art Center	Arts in the Afternoon: Flatiron Guitar Trio	Unknown		Music	10/12/2022	Unknown
Lone Tree Art Center Main Stage	Theater	500	Lone Tree Art Center	California Guitar Trio	Unknown		Music	10/22/2022	Unknown
Lone Tree Art Center Main Stage	Theater	500	Lone Tree Art Center	Jerry Herman Legacy Concert	Unknown		Music	10/23/2022	Unknown
Lone Tree Art Center Main Stage	Theater	500	Lone Tree Art Center	The Drifters	Unknown		Music	11/5/2022	Unknown
Lone Tree Art Center Main Stage	Theater	500	Lone Tree Art Center	Fabulous Equinox Orchestra	Unknown		Music	11/12/2022	Unknown
Lone Tree Art Center Main Stage	Theater	500	Lone Tree Art Center	Cherish the Ladies: A Christmas Concert	Unknown		Music	11/27/2022	Unknown
Lone Tree Art Center Main Stage	Theater	500	Lone Tree Art Center	Sons of the Pioneers Christmas	Unknown		Music	12/1/2022	Unknown
Lone Tree Art Center Main Stage	Theater	500	Lone Tree Art Center	A Kantorei Christmas 2022	Unknown		Music	12/8/2022	Unknown
Lone Tree Art Center Main Stage	Theater	500	Lone Tree Art Center	Arts in the Afternoon: Miguel Espinoza's Flamenco Fusion	$22	$22	Music	1/11/2023	Unknown

Venue	Venue type	Capacity	Presenter	Event name	Ticket range	Median ticket	Genre	Dates	Presenting or producing?
Lone Tree Art Center Main Stage	Theater	500	Lone Tree Art Center	Classic Albums Live: Let it Be	$35-47	$41	Music	1/19/2023	Presenting
Lone Tree Art Center Main Stage	Theater	500	Lone Tree Art Center	Hot Club of Cowtown and Tyler Hilton: Celebrating Elvis Presley's Records from Sun Studios	$38-48	$43	Music	1/21/2023	Unknown
Lone Tree Art Center Main Stage	Theater	500	Lone Tree Art Center	Colorado Jazz Repertory Orchestra presents Big Band Royalty	$20-38	$38	Music	1/22/2023	Presenting
Lone Tree Art Center Main Stage	Theater	500	Lone Tree Art Center	Dreamers: Brooklyn Rider with Magos Herrea	$40-60	$50	Music	1/28/2023	Unknown
Lone Tree Art Center Main Stage	Theater	500	Lone Tree Art Center	Jazz at Lincoln Center Presents: Songs we Love	$40-60	$50	Music	2/8/2023	Presenting
Lone Tree Art Center Main Stage	Theater	500	Lone Tree Art Center	International Guitar Night 2023	$35-55	$50	Music	2/11/2023	Unknown
Lone Tree Art Center Main Stage	Theater	500	Lone Tree Art Center	The Doo Wop Project	Unknown		Music	2/17/2023	Unknown
Lone Tree Art Center Main Stage	Theater	500	Lone Tree Art Center	Arapahoe Philharmonic presents Rhythm and Blue	$12-37	$37	Music	2/18/2023	Presenting
Lone Tree Art Center Main Stage	Theater	500	Lone Tree Art Center	Passport to Culture: Doctor Noize in Concert	$7	$7	Music	2/19/2023	Unknown
Lone Tree Art Center Main Stage	Theater	500	Lone Tree Art Center	Arts in the Afternoon: Fantasies and Romances with Phillip Stevens and Betsy Schwarm	$22	$22	Music	2/22/2023	Unknown
Lone Tree Art Center Main Stage	Theater	500	Lone Tree Art Center	The Hammersteins: A Musical Family	$40-60	$50	Music	2/24/2023	Unknown
Lone Tree Art Center Main Stage	Theater	500	Lone Tree Art Center	Denver Concert Band presents A European Sojourn	$6-24	$22	Music	2/26/2023	Presenting
Lone Tree Art Center Main Stage	Theater	500	Lone Tree Art Center	Lone Tree Symphony presents Director's Choice	$17-27	$22	Music	3/3/2023	Unknown
Lone Tree Art Center Main Stage	Theater	500	Lone Tree Art Center	Naghash Ensemble	$35-45	$40	Music	3/4/2023	Unknown
Lone Tree Art Center Main Stage	Theater	500	Lone Tree Art Center	Colorado Jazz Repertory Orchestra presents Compared to What	$20-42	$38	Music	3/5/2023	Presenting
Lone Tree Art Center Main Stage	Theater	500	Lone Tree Art Center	Preservation Hall Jazz Band	$55-75	$65	Music	3/11/2023	Unknown
Lone Tree Art Center Main Stage	Theater	500	Lone Tree Art Center	Arts in the Afternoon: Lena, Nina and Me Featuring Linda Theus-Lee	$22	$22	Music	3/15/2023	Unknown
Lone Tree Art Center Main Stage	Theater	500	Lone Tree Art Center	Danu	$35-50	$45	Music	3/18/2023	Unknown
Lone Tree Art Center Main Stage	Theater	500	Lone Tree Art Center	Sensory Friendly Passport to Culture: Colorado Symphony and Denver Young Artists Orchestra	$7	$7	Music	3/19/2023	Presenting
Lone Tree Art Center Main Stage	Theater	500	Lone Tree Art Center	Passport to Culture: Colorado Symphony and Denver Young Artists Orchestra	$7	$7	Music	3/19/2023	Presenting
Lone Tree Art Center Main Stage	Theater	500	Lone Tree Art Center	San Jose Taiko	$40-50	$45	Music	3/24/2023	Unknown
Lone Tree Art Center Main Stage	Theater	500	Lone Tree Art Center	Take 6	$35-55	$45	Music	4/1/2023	Unknown
Lone Tree Art Center Main Stage	Theater	500	Lone Tree Art Center	Music City Hit-Makers: From Nashville with Strings	$41-55	$48	Music	4/13/2023	Unknown
Lone Tree Art Center Main Stage	Theater	500	Lone Tree Art Center	An Evening with Laura Benanti	$45-65	$55	Music	4/14/2023	Unknown
Lone Tree Art Center Main Stage	Theater	500	Lone Tree Art Center	Mary Louise Lee Orchestra Tribute to Natalie Cole	$31-45	$39	Music	4/21/2023	Unknown
Lone Tree Art Center Main Stage	Theater	500	Lone Tree Art Center	Mark O'Connor: Beethoven and Bluegrass	$42-54	$48	Music	4/28/2023	Unknown
Lone Tree Art Center Main Stage	Theater	500	Lone Tree Art Center	Denver Concert Band presents Young Artist Concert	$6-24	$22	Music	4/30/2023	Presenting
Lone Tree Art Center Main Stage	Theater	500	Lone Tree Art Center	Tiempo Libre	$35-55	$45	Music	5/6/2023	Unknown
Lone Tree Art Center Main Stage	Theater	500	Lone Tree Art Center	Passport to Culture: Colorado History through Song with Swallow Hill Music	$7	$7	Music	5/21/2023	Presenting
Lone Tree Art Center Main Stage	Theater	500	Lone Tree Art Center	Sensory Friendly Passport to Culture: Colorado History through Song with Swallow Hill Music	$7	$7	Music	5/21/2023	Presenting
Lone Tree Art Center Main Stage	Theater	500	Lone Tree Art Center	Arts in the Afternoon: The Music of Nat King Cole	$22	$22	Music	6/14/2023	Unknown
Lone Tree Art Center Main Stage	Theater	500	Lone Tree Art Center	Schoolhouse Rock Live!	Unknown		Musical	1/31/2022	Unknown
Lone Tree Art Center Main Stage	Theater	500	Lone Tree Art Center	Forever Young	Unknown		Musical	10/14/2022	Unknown
Lone Tree Art Center Main Stage	Theater	500	Lone Tree Art Center	Forever Young	Unknown		Musical	10/15/2022	Unknown
Lone Tree Art Center Main Stage	Theater	500	Lone Tree Art Center	Passport to Culture: Sugar Skull! A Dia de Muertos Musical Adventure	$15	$15	Musical	10/16/2022	Presenting
Lone Tree Art Center Main Stage	Theater	500	Lone Tree Art Center	Lone Tree Symphony presents Into the Woods	$17-27	$22	Musical	5/12/2023	Presenting
Lone Tree Art Center Main Stage	Theater	500	Lone Tree Art Center/Opera Colorado	Arts in the Afternoon: Pirates of Penzance with Opera Colorado	Unknown		Opera	5/18/2022	Presenting
Lone Tree Art Center Main Stage	Theater	500	Lone Tree Art Center/Central City Opera	Passport to Culture: Frida Kahlo and the Bravest Girl in the World	Unknown		Opera	5/22/2022	Presenting
Lone Tree Art Center Main Stage	Theater	500	Lone Tree Art Center/Central City Opera	Sensory Friendly Passport to Culture: Frida Kahlo and the Bravest Girl in the World	Unknown		Opera	5/22/2022	Presenting
Lone Tree Art Center Main Stage	Theater	500	Lone Tree Art Center/Opera Colorado	Arts in the Afternoon: Romeo and Juliet with Opera Colorado	$22	$22	Opera	5/10/2023	Presenting
Lone Tree Art Center Main Stage	Theater	500	Lone Tree Art Center	Discovering Antarctica: Heroic Tales of Shackleton, Crean and Scott	Unknown		Play	3/8/2022	Unknown
Lone Tree Art Center Main Stage	Theater	500	Lone Tree Art Center	Discovering Antarctica: Heroic Tales of Shackleton, Crean and Scott	Unknown		Play	3/9/2022	Unknown
Lone Tree Art Center Main Stage	Theater	500	Lone Tree Art Center	Passport to Culture: Wizard of Oz	$15	$15	Play	1/29/2023	Presenting

Venue	Venue type	Capacity	Presenter	Event name	Ticket range	Median ticket	Genre	Dates	Presenting or producing?
Lone Tree Art Center Main Stage	Theater	500	Lone Tree Art Center	Sensory Friendly Passport to Culture: Wizard of Oz	$15	$15	Play	1/29/2023	Presenting
Lone Tree Art Center Main Stage	Theater	500	Lone Tree Art Center	Student Matinee: Wizard of Oz	Unknown		Play	1/30/2023	Presenting
Lone Tree Art Center Main Stage	Theater	500	Lone Tree Art Center	Student Matinee: Wizard of Oz	Unknown		Play	1/31/2023	Presenting
Lone Tree Art Center Main Stage	Theater	500	Lone Tree Art Center	Student Matinee: The Lightning Thief	Unknown		Play	2/15/2023	Presenting
Lone Tree Art Center Main Stage	Theater	500	Lone Tree Art Center	The Lightning Thief	$15	$15	Play	2/15/2023	Presenting
Lone Tree Art Center Main Stage	Theater	500	Lone Tree Art Center	Student Matinee: The Lightning Thief	Unknown		Play	2/16/2023	Presenting
Lone Tree Art Center Main Stage	Theater	500	Lone Tree Art Center	Student Matinee: Danny Carmo's Mathematical Mysteries	Unknown		Play	3/28/2023	Unknown
Lone Tree Art Center Main Stage	Theater	500	Lone Tree Art Center	National Geographic Live: Force of Nature	$30-45	$35	Speaker series	1/20/2022	Presenting
Lone Tree Art Center Main Stage	Theater	500	Lone Tree Art Center	National Geographic Live: Deadliest Lifesavers with Biomedical Scientist Soltan Takacs	$25-45	$25	Speaker series	10/8/2022	Presenting
Lone Tree Art Center Main Stage	Theater	500	Lone Tree Art Center	National Geographic Live: Cosmic Adventures with Aerospace Engineer Tracy Drain	$25-45	$25	Speaker series	3/25/2023	Presenting
Lone Tree Art Center Main Stage	Theater	500	Lone Tree Art Center/Parasol Arts	Parasol Arts presents Tango Portraits of Love	Unknown		Variety show	7/24/2022	Presenting
Lone Tree Art Center Main Stage	Theater	500	Lone Tree Art Center	Cirque Mechanics: Zephyr	Unknown		Variety show	10/29/2022	Unknown
Lone Tree Art Center Main Stage	Theater	500	Lone Tree Art Center	Arts in the Afternoon: Scott Joplin - American Genius	Unknown		Variety show	11/9/2022	Unknown
Lone Tree Art Center Main Stage	Theater	500	Lone Tree Art Center	Home for the Holidays 2022	Unknown		Variety show	12/15/2022	Unknown
Lone Tree Art Center Main Stage	Theater	500	Lone Tree Art Center	Home for the Holidays 2022	Unknown		Variety show	12/16/2022	Unknown
Lone Tree Art Center Main Stage	Theater	500	Lone Tree Art Center	Home for the Holidays 2022	Unknown		Variety show	12/17/2022	Unknown
Lone Tree Art Center Main Stage	Theater	500	Lone Tree Art Center	Home for the Holidays 2022	Unknown		Variety show	12/18/2022	Unknown
Lone Tree Art Center Main Stage	Theater	500	Lone Tree Art Center	Sensory Friendly Home for the Holidays 2022	Unknown		Variety show	12/18/2022	Unknown
Lone Tree Art Center Main Stage	Theater	500	Lone Tree Art Center	Home for the Holidays 2022	Unknown		Variety show	12/21/2022	Unknown
Lone Tree Art Center Main Stage	Theater	500	Lone Tree Art Center	Home for the Holidays 2022	Unknown		Variety show	12/22/2022	Unknown
Lone Tree Art Center Main Stage	Theater	500	Lone Tree Art Center	Home for the Holidays 2022	Unknown		Variety show	12/23/2022	Unknown
Lone Tree Art Center Main Stage	Theater	500	Lone Tree Art Center	Peking Acrobats Featuring the Shanghai Circus	$38-48	$43	Variety show	2/10/2023	Presenting
Lone Tree Art Center Main Stage	Theater	500	Lone Tree Art Center	Arts in the Afternoon: 12 O'Clock Tales with Kenny Moten	$22	$22	Variety show	4/12/2023	Unknown
Lone Tree Art Center Main Stage	Theater	500	Lone Tree Art Center	Sensory Friendly Passport to Culture: LocoMotion	$7	$7	Variety show	4/23/2023	Unknown
Lone Tree Art Center Main Stage	Theater	500	Lone Tree Art Center	Passport to Culture: LocoMotion	$7	$7	Variety show	4/23/2023	Unknown
Lone Tree Art Center Terrace Theater	Amphitheater	350	Lone Tree Art Center/RidgeGate	Tunes on the Terrace: Joe and the Spicy Pickles	$40-45	$40	Music	6/24/2022	Presenting
Lone Tree Art Center Terrace Theater	Amphitheater	350	Lone Tree Art Center/RidgeGate	Tunes on the Terrace: Jarabe Mexicano	$40-45	$40	Music	7/8/2022	Presenting
Lone Tree Art Center Terrace Theater	Amphitheater	350	Lone Tree Art Center/RidgeGate	Tunes on the Terrace: Barbaro	$40-45	$40	Music	7/22/2022	Presenting
Lone Tree Art Center Terrace Theater	Amphitheater	350	Lone Tree Art Center/RidgeGate	Tunes on the Terrace: Ron Ivory and One on One	$40-45	$40	Music	8/5/2022	Presenting
Mission Ballroom	Event venue	3,950	Mission Ballroom	Peekaboo	$29-79	$29	Music	9/2/2022	Presenting
Mission Ballroom	Event venue	3,950	Mission Ballroom	Courtney Barnett & Japanese Breakfast	Unknown		Music	9/3/2022	Presenting
Mission Ballroom	Event venue	3,950	Mission Ballroom	Silvestein & The Amity Affliction	$30-35	$30	Music	9/4/2022	Presenting
Mission Ballroom	Event venue	3,950	Mission Ballroom	Flume	Unknown		Music	9/5/2022	Presenting
Mission Ballroom	Event venue	3,950	Mission Ballroom	Lauv	$42-77	$42	Music	9/6/2022	Presenting
Mission Ballroom	Event venue	3,950	Mission Ballroom	Flogging Molly & The Interrupters	Unknown		Music	9/9/2022	Presenting
Mission Ballroom	Event venue	3,950	Mission Ballroom	Whethan	Unknown		Music	9/9/2022	Presenting
Mission Ballroom	Event venue	3,950	Mission Ballroom	Westworld Music Showcase	Unknown		Music	9/10/2022	Presenting
Mission Ballroom	Event venue	3,950	Mission Ballroom	The Head and the Heart	$60-90	$60	Music	9/14/2022	Presenting
Mission Ballroom	Event venue	3,950	Mission Ballroom	Girl in Red	$35-100	$35	Music	9/15/2022	Presenting
Mission Ballroom	Event venue	3,950	Nora en Pure	Purified	$40-60	$40	Music	9/16/2022	Presenting
Mission Ballroom	Event venue	3,950	Mission Ballroom	2022 Denver Barn Party featuring Billy Currington	Unknown		Music	9/17/2022	Presenting
Mission Ballroom	Event venue	3,950	Mission Ballroom	CHVRCHES	Unknown		Music	9/20/2022	Presenting
Mission Ballroom	Event venue	3,950	Mission Ballroom	Peggy Gou	Unknown		Music	9/22/2022	Presenting
Mission Ballroom	Event venue	3,950	Mission Ballroom	Arlo Parks	$36-80	$36	Music	9/23/2022	Presenting
Mission Ballroom	Event venue	3,950	Mission Ballroom	The Midnight	$30-79	$30	Music	9/24/2022	Presenting
Mission Ballroom	Event venue	3,950	Mission Ballroom	Giveon	Unknown		Music	9/25/2022	Presenting
Mission Ballroom	Event venue	3,950	Mission Ballroom	Moderat	$35-70	$35	Music	9/27/2022	Presenting
Mission Ballroom	Event venue	3,950	Mission Ballroom	MK	$30-79	$30	Music	9/30/2022	Presenting
Mission Ballroom	Event venue	3,950	Mission Ballroom	Malaa	Unknown		Music	10/1/2022	Presenting
Mission Ballroom	Event venue	3,950	Mission Ballroom	Fred Again	$30-100	$30	Music	10/2/2022	Presenting
Mission Ballroom	Event venue	3,950	Mission Ballroom	Kelsea Ballerini	Unknown		Music	10/3/2022	Presenting
Mission Ballroom	Event venue	3,950	Mission Ballroom	Alec Benjamin	Unknown		Music	10/4/2022	Presenting
Mission Ballroom	Event venue	3,950	Mission Ballroom	Manchester Orchestra	Unknown		Music	10/5/2022	Presenting
Mission Ballroom	Event venue	3,950	Mission Ballroom	Karl Denson's Tiny Universe	Unknown		Music	10/6/2022	Presenting
Mission Ballroom	Event venue	3,950	Mission Ballroom	Phoenix	Unknown		Music	10/10/2022	Presenting

Venue	Venue type	Capacity	Presenter	Event name	Ticket range	Median ticket	Genre	Dates	Presenting or producing?
Mission Ballroom	Event venue	3,950	Mission Ballroom	The Mars Volta Tour	$65-120	$65	Music	10/11/2022	Presenting
Mission Ballroom	Event venue	3,950	Mission Ballroom	Carly Rae Jepsen	Unknown		Music	10/12/2022	Presenting
Mission Ballroom	Event venue	3,950	Mission Ballroom	FKJ	Unknown		Music	10/14/2022	Presenting
Mission Ballroom	Event venue	3,950	Mission Ballroom	FKJ	Unknown		Music	10/15/2022	Presenting
Mission Ballroom	Event venue	3,950	Mission Ballroom	King Princess	$35-85	$35	Music	10/17/2022	Presenting
Mission Ballroom	Event venue	3,950	Mission Ballroom	Marcus King	Unknown		Music	10/18/2022	Presenting
Mission Ballroom	Event venue	3,950	Mission Ballroom	Matt Maeson	Unknown		Music	10/19/2022	Presenting
Mission Ballroom	Event venue	3,950	Mission Ballroom	The California Honeydrops	Unknown		Music	10/21/2022	Presenting
Mission Ballroom	Event venue	3,950	Mission Ballroom	Mersiv	Unknown		Music	10/22/2022	Presenting
Mission Ballroom	Event venue	3,950	Mission Ballroom	Turnstile	Unknown		Music	10/27/2022	Presenting
Mission Ballroom	Event venue	3,950	Mission Ballroom	John Summit	Unknown		Music	10/28/2022	Presenting
Mission Ballroom	Event venue	3,950	Mission Ballroom	Marc Rebillet	Unknown		Music	10/29/2022	Presenting
Mission Ballroom	Event venue	3,950	Mission Ballroom	Bobby Weir & Wolf Bros featuring The Wolfpack	Unknown		Music	11/4/2022	Presenting
Mission Ballroom	Event venue	3,950	Mission Ballroom	Bobby Weir & Wolf Bros featuring The Wolfpack	Unknown		Music	11/5/2022	Presenting
Mission Ballroom	Event venue	3,950	Mission Ballroom	Foals	Unknown		Music	11/7/2022	Presenting
Mission Ballroom	Event venue	3,950	Mission Ballroom	Two Door Cinema Club	Unknown		Music	11/11/2022	Presenting
Mission Ballroom	Event venue	3,950	Mission Ballroom	Liquid Stranger	Unknown		Music	11/17/2022	Presenting
Mission Ballroom	Event venue	3,950	Mission Ballroom	Liquid Stranger	Unknown		Music	11/18/2022	Presenting
Mission Ballroom	Event venue	3,950	Mission Ballroom	Liquid Stranger	Unknown		Music	11/19/2022	Presenting
Mission Ballroom	Event venue	3,950	Mission Ballroom	Duke Dumont (Live)	Unknown		Music	11/26/2022	Presenting
Mission Ballroom	Event venue	3,950	Mission Ballroom	Alan Walker	$30-79	$30	Music	11/29/2022	Presenting
Mission Ballroom	Event venue	3,950	Mission Ballroom	The Smile	Unknown		Music	12/10/2022	Presenting
Mission Ballroom	Event venue	3,950	Mission Ballroom	The Smile	Unknown		Music	12/11/2022	Presenting
Mission Ballroom	Event venue	3,950	Mission Ballroom	Casey Donahew	$35	$35	Music	1/7/2023	Presenting
Mission Ballroom	Event venue	3,950	Mission Ballroom	Carly Rae Jepsen, Belinda Carlisle, They Might be Giants	$75	$75	Music	1/10/2023	Presenting
Mission Ballroom	Event venue	3,950	Mission Ballroom	Yonder Mountain String Band	$25	$25	Music	1/13/2023	Presenting
Mission Ballroom	Event venue	3,950	Mission Ballroom	Lettuce	$25	$25	Music	1/14/2023	Presenting
Mission Ballroom	Event venue	3,950	Mission Ballroom	Ryan Bingham with the Texas Gentlemen	$50	$50	Music	1/18/2023	Presenting
Mission Ballroom	Event venue	3,950	Mission Ballroom	Colter Wall	$33	$33	Music	1/19/2023	Presenting
Mission Ballroom	Event venue	3,950	Mission Ballroom	Colter Wall	$33	$33	Music	1/20/2023	Presenting
Mission Ballroom	Event venue	3,950	Mission Ballroom	Dirt Monkey	$29	$29	Music	1/21/2023	Presenting
Mission Ballroom	Event venue	3,950	Mission Ballroom	Icelantic's Winter Mission Ft. Alison Wonderland	$50	$50	Music	1/28/2023	Presenting
Mission Ballroom	Event venue	3,950	Mission Ballroom	Jordan Davis	$35	$35	Music	2/1/2023	Presenting
Mission Ballroom	Event venue	3,950	Mission Ballroom	Sodown	$20	$20	Music	2/3/2023	Presenting
Mission Ballroom	Event venue	3,950	Mission Ballroom	Phil Lesh & Friends	$75	$75	Music	2/4/2023	Presenting
Mission Ballroom	Event venue	3,950	Mission Ballroom	Phil Lesh & Friends	$75	$75	Music	2/5/2023	Presenting
Mission Ballroom	Event venue	3,950	Mission Ballroom	A Boogie Wit Da Hoodie	$40	$40	Music	2/7/2023	Presenting
Mission Ballroom	Event venue	3,950	Mission Ballroom	J.I.D. & Smino	$46	$46	Music	2/10/2023	Presenting
Mission Ballroom	Event venue	3,950	Mission Ballroom	Dark Star Orchestra	$33	$33	Music	2/11/2023	Presenting
Mission Ballroom	Event venue	3,950	Mission Ballroom	Noah Kahan	$35	$35	Music	2/17/2023	Presenting
Mission Ballroom	Event venue	3,950	Mission Ballroom	Noah Kahan	$35	$35	Music	2/18/2023	Presenting
Mission Ballroom	Event venue	3,950	Mission Ballroom	International Anime Music Festival	$46	$46	Music	2/19/2023	Presenting
Mission Ballroom	Event venue	3,950	Mission Ballroom	Tove Lo	$38	$38	Music	2/20/2023	Presenting
Mission Ballroom	Event venue	3,950	Mission Ballroom	The Roots	$60	$60	Music	2/24/2023	Presenting
Mission Ballroom	Event venue	3,950	Mission Ballroom	The Movement	$30	$30	Music	2/25/2023	Presenting
Mission Ballroom	Event venue	3,950	Mission Ballroom	Riley Green	$33	$33	Music	2/26/2023	Presenting
Mission Ballroom	Event venue	3,950	Mission Ballroom	3OH!3	$30	$30	Music	3/3/2023	Presenting
Mission Ballroom	Event venue	3,950	Mission Ballroom	OTT	$30	$30	Music	3/4/2023	Presenting
Mission Ballroom	Event venue	3,950	Mission Ballroom	Pup & Joyce Manor	$35	$35	Music	3/7/2023	Presenting
Mission Ballroom	Event venue	3,950	Mission Ballroom	Of the Trees	$30	$30	Music	3/10/2023	Presenting
Mission Ballroom	Event venue	3,950	Mission Ballroom	Wooli	$25	$25	Music	3/11/2023	Presenting
Mission Ballroom	Event venue	3,950	Mission Ballroom	Morgan Wade	$25	$25	Music	3/14/2023	Presenting
Mission Ballroom	Event venue	3,950	Mission Ballroom	Nessa Barrett	$30	$30	Music	3/16/2023	Presenting
Mission Ballroom	Event venue	3,950	Mission Ballroom	Sidepiece	$29	$29	Music	3/18/2023	Presenting
Mission Ballroom	Event venue	3,950	Mission Ballroom	Skillet & Theory of a Deadman	$39	$39	Music	3/19/2023	Presenting
Mission Ballroom	Event venue	3,950	Mission Ballroom	Alter Bridge	$35	$35	Music	3/20/2023	Presenting
Mission Ballroom	Event venue	3,950	Mission Ballroom	Sullivan King	$35	$35	Music	3/23/2023	Presenting
Mission Ballroom	Event venue	3,950	Mission Ballroom	Sullivan King	$35	$35	Music	3/24/2023	Presenting

Venue	Venue type	Capacity	Presenter	Event name	Ticket range	Median ticket	Genre	Dates	Presenting or producing?
Mission Ballroom	Event venue	3,950	Mission Ballroom	Elephant Revival	$55	$55	Music	3/25/2023	Presenting
Mission Ballroom	Event venue	3,950	Mission Ballroom	Keshi	$60	$60	Music	3/28/2023	Presenting
Mission Ballroom	Event venue	3,950	Mission Ballroom	Sabrina Carpenter	$39	$39	Music	3/30/2023	Presenting
Mission Ballroom	Event venue	3,950	Mission Ballroom	The Disco Biscuits	$39	$39	Music	3/31/2023	Presenting
Mission Ballroom	Event venue	3,950	Mission Ballroom	The Disco Biscuits	$39	$39	Music	4/1/2023	Presenting
Mission Ballroom	Event venue	3,950	Mission Ballroom	Tennis	$30	$30	Music	4/14/2023	Presenting
Mission Ballroom	Event venue	3,950	Mission Ballroom	The Wood Brothers	$36	$36	Music	4/15/2023	Presenting
Mission Ballroom	Event venue	3,950	Mission Ballroom	Ice Cube	$66	$66	Music	4/21/2023	Presenting
Mission Ballroom	Event venue	3,950	Mission Ballroom	Lewis Capaldi	$40	$40	Music	4/22/2023	Presenting
Mission Ballroom	Event venue	3,950	Mission Ballroom	Ashe	$36	$36	Music	4/28/2023	Presenting
Mission Ballroom	Event venue	3,950	Mission Ballroom	Ian Munsick	$30	$30	Music	5/6/2023	Presenting
Mission Ballroom	Event venue	3,950	Mission Ballroom	Death Grips	$39	$39	Music	5/9/2023	Presenting
Mission Ballroom	Event venue	3,950	Mission Ballroom	Pixies	$50	$50	Music	5/10/2023	Presenting
Mission Ballroom	Event venue	3,950	Mission Ballroom	Caroline Polachek	$39	$39	Music	5/14/2023	Presenting
Mission Ballroom	Event venue	3,950	Mission Ballroom	The Backseat Lovers	$35	$35	Music	5/15/2023	Presenting
Mission Ballroom	Event venue	3,950	Mission Ballroom	Gregory Alan Isakov	$51	$51	Music	9/2/2023	Presenting
Mission Ballroom	Event venue	3,950	Mission Ballroom	The Postal Service & Death Can for Cutie	$75	$75	Music	9/26/2023	Presenting
Mission Ballroom	Event venue	3,950	Mission Ballroom	The Postal Service & Death Can for Cutie	$75	$75	Music	9/27/2023	Presenting
Mizel Arts and Culture Center	Theater	400	Wolf Theatre Academy	The Tight Five Original Stand Up Comedy Show Featuring Sam Clark	$15	$15	Comedy	4/27/2022	Producing
Mizel Arts and Culture Center	Theater	400	JAAMM	The "Tight Five": Standup Comedy Writing for Grown Ups	$15	$15	Comedy	4/19/2023	Producing
Mizel Arts and Culture Center	Theater	400	JAAMM	Avi Liberman	$36	$36	Comedy	4/20/2023	Presenting
Mizel Arts and Culture Center	Theater	400	JAAMM	Fabulous Fanny Brice	$36	$36	Comedy	1/19/2023	Presenting
Mizel Arts and Culture Center	Theater	400	Mizel Arts and Culture Center & Jewish Community Center	Denver Jewish Film Festival	$15	$15	Film	2/15/2022	Presenting
Mizel Arts and Culture Center	Theater	400	Mizel Arts and Culture Center & Jewish Community Center	Denver Jewish Film Festival	$15	$15	Film	2/16/2022	Presenting
Mizel Arts and Culture Center	Theater	400	Mizel Arts and Culture Center & Jewish Community Center	Denver Jewish Film Festival	$15	$15	Film	2/17/2022	Presenting
Mizel Arts and Culture Center	Theater	400	Mizel Arts and Culture Center & Jewish Community Center	Denver Jewish Film Festival	$15	$15	Film	2/18/2022	Presenting
Mizel Arts and Culture Center	Theater	400	Mizel Arts and Culture Center & Jewish Community Center	Denver Jewish Film Festival	$15	$15	Film	2/19/2022	Presenting
Mizel Arts and Culture Center	Theater	400	Mizel Arts and Culture Center & Jewish Community Center	Denver Jewish Film Festival	$15	$15	Film	2/20/2022	Presenting
Mizel Arts and Culture Center	Theater	400	Mizel Arts and Culture Center & Jewish Community Center	Denver Jewish Film Festival	$15	$15	Film	2/21/2022	Presenting
Mizel Arts and Culture Center	Theater	400	Mizel Arts and Culture Center & Jewish Community Center	Denver Jewish Film Festival	$15	$15	Film	2/22/2022	Presenting
Mizel Arts and Culture Center	Theater	400	Mizel Arts and Culture Center & Jewish Community Center	Denver Jewish Film Festival	$15	$15	Film	3/11/2023	Presenting
Mizel Arts and Culture Center	Theater	400	Mizel Arts and Culture Center & Jewish Community Center	Denver Jewish Film Festival	$15	$15	Film	3/12/2023	Presenting
Mizel Arts and Culture Center	Theater	400	Mizel Arts and Culture Center & Jewish Community Center	Denver Jewish Film Festival	$15	$15	Film	3/13/2023	Presenting
Mizel Arts and Culture Center	Theater	400	Mizel Arts and Culture Center & Jewish Community Center	Denver Jewish Film Festival	$15	$15	Film	3/14/2023	Presenting
Mizel Arts and Culture Center	Theater	400	Mizel Arts and Culture Center & Jewish Community Center	Denver Jewish Film Festival	$15	$15	Film	3/15/2023	Presenting
Mizel Arts and Culture Center	Theater	400	Mizel Arts and Culture Center & Jewish Community Center	Denver Jewish Film Festival	$15	$15	Film	3/16/2023	Presenting
Mizel Arts and Culture Center	Theater	400	Mizel Arts and Culture Center & Jewish Community Center	Denver Jewish Film Festival	$15	$15	Film	3/17/2023	Presenting
Mizel Arts and Culture Center	Theater	400	Mizel Arts and Culture Center & Jewish Community Center	Denver Jewish Film Festival	$15	$15	Film	3/18/2023	Presenting
Mizel Arts and Culture Center	Theater	400	Mizel Arts and Culture Center & Jewish Community Center	Denver Jewish Film Festival	$15	$15	Film	3/19/2023	Presenting
Mizel Arts and Culture Center	Theater	400	ReelAbilities International Film Festival	ReelAbilities Film Festival Denver	$5-72	$36	Film	8/24/2022	Presenting

Venue	Venue type	Capacity	Presenter	Event name	Ticket range	Median ticket	Genre	Dates	Presenting or producing?
Mizel Arts and Culture Center	Theater	400	ReelAbilities International Film Festival	ReelAbilities Film Festival Denver	$5-72	$36	Film	8/25/2022	Presenting
Mizel Arts and Culture Center	Theater	400	ReelAbilities International Film Festival	ReelAbilities Film Festival Denver	$5-72	$36	Film	8/26/2022	Presenting
Mizel Arts and Culture Center	Theater	400	ReelAbilities International Film Festival	ReelAbilities Film Festival Denver	$5-72	$36	Film	8/27/2022	Presenting
Mizel Arts and Culture Center	Theater	400	Neustadt Jaamm Festival	On Broadway	$15	$15	Film	10/17/2022	Presenting
Mizel Arts and Culture Center	Theater	400	Wolf Theatre Academy	Something Rotten			Musical	8/3/2023	Producing
Mizel Arts and Culture Center	Theater	400	Wolf Theatre Academy	Something Rotten			Musical	8/4/2023	Producing
Mizel Arts and Culture Center	Theater	400	Wolf Theatre Academy	Something Rotten			Musical	8/6/2023	Producing
Mizel Arts and Culture Center	Theater	400	Wolf Theatre Academy	Roald Dahl's Matilda: The Musical			Musical	6/23/2022	Producing
Mizel Arts and Culture Center	Theater	400	Wolf Theatre Academy	Roald Dahl's Matilda: The Musical			Musical	6/24/2022	Producing
Mizel Arts and Culture Center	Theater	400	Wolf Theatre Academy	Roald Dahl's Matilda: The Musical			Musical	6/26/2022	Producing
Mizel Arts and Culture Center	Theater	400	Opera Colorado	American Song	$30-50	$35	Musical	1/28/2023	Presenting
Mizel Arts and Culture Center	Theater	400	Denver Children's Theater	The Miraculous Journey of Edward Tulane	$10	$10	Play	2/14/2023	Producing
Mizel Arts and Culture Center	Theater	400	Denver Children's Theater	The Miraculous Journey of Edward Tulane	$10	$10	Play	2/15/2023	Producing
Mizel Arts and Culture Center	Theater	400	Denver Children's Theater	The Miraculous Journey of Edward Tulane	$10	$10	Play	2/16/2023	Producing
Mizel Arts and Culture Center	Theater	400	Denver Children's Theater	The Miraculous Journey of Edward Tulane	$10	$10	Play	2/17/2023	Producing
Mizel Arts and Culture Center	Theater	400	Denver Children's Theater	The Miraculous Journey of Edward Tulane	$10	$10	Play	2/22/2023	Producing
Mizel Arts and Culture Center	Theater	400	Denver Children's Theater	The Miraculous Journey of Edward Tulane	$10	$10	Play	2/23/2023	Producing
Mizel Arts and Culture Center	Theater	400	Denver Children's Theater	The Miraculous Journey of Edward Tulane	$10	$10	Play	2/24/2023	Producing
Mizel Arts and Culture Center	Theater	400	Denver Children's Theater	The Miraculous Journey of Edward Tulane	$10	$10	Play	2/27/2023	Producing
Mizel Arts and Culture Center	Theater	400	Denver Children's Theater	The Miraculous Journey of Edward Tulane	$10	$10	Play	2/28/2023	Producing
Mizel Arts and Culture Center	Theater	400	Denver Children's Theater	The Miraculous Journey of Edward Tulane	$10	$10	Play	3/1/2023	Producing
Mizel Arts and Culture Center	Theater	400	Denver Children's Theater	The Miraculous Journey of Edward Tulane	$10	$10	Play	3/2/2023	Producing
Mizel Arts and Culture Center	Theater	400	Denver Children's Theater	The Miraculous Journey of Edward Tulane	$10	$10	Play	3/3/2023	Producing
Mizel Arts and Culture Center	Theater	400	Wolf Theatre Academy	PUFFS or Seven Increasingly Eventful Years at a Certain School of Magic and Magic			Play	6/22/2023	Producing
Mizel Arts and Culture Center	Theater	400	Wolf Theatre Academy	PUFFS or Seven Increasingly Eventful Years at a Certain School of Magic and Magic			Play	6/23/2023	Producing
Mizel Arts and Culture Center	Theater	400	Wolf Theatre Academy	PUFFS or Seven Increasingly Eventful Years at a Certain School of Magic and Magic			Play	6/25/2023	Producing
Mizel Arts and Culture Center	Theater	400	Wolf Theatre Academy	William Shakespeare's The Tempest			Play	7/28/2022	Producing
Mizel Arts and Culture Center	Theater	400	Wolf Theatre Academy	William Shakespeare's The Tempest			Play	7/29/2022	Producing
Mizel Arts and Culture Center	Theater	400	Wolf Theatre Academy	William Shakespeare's The Tempest			Play	7/31/2022	Producing
Newman Center for the Performing Arts Concert Hall	Theater	971	Comedy Works Entertainment	Ryan Hamilton	$35	$35	Comedy	1/28/2023	Presenting
Newman Center for the Performing Arts Concert Hall	Theater	971	Newman Center for the Performing Arts	Maxim Galkin	$95-185	$165	Comedy	3/19/2023	Presenting
Newman Center for the Performing Arts Concert Hall	Theater	971	Comedy Works Entertainment	Redhanded/Emptyhanded Tour	$40	$40	Comedy	3/23/2023	Presenting
Newman Center for the Performing Arts Concert Hall	Theater	971	Comedy Works Entertainment	Giggly Squad Live	$35-99	$45	Comedy	5/5/2023	Presenting
Newman Center for the Performing Arts Concert Hall	Theater	971	Newman Center for the Performing Arts	Neal Brennan: Brand New Neal	$39	$39	Comedy	8/5/2023	Presenting
Newman Center for the Performing Arts Concert Hall	Theater	971	Newman Center for the Performing Arts	Dance Theatre of Harlem	Unknown		Dance	1/14/2022	Presenting
Newman Center for the Performing Arts Concert Hall	Theater	971	Newman Center for the Performing Arts	Dance Theatre of Harlem	Unknown		Dance	1/15/2022	Presenting
Newman Center for the Performing Arts Concert Hall	Theater	971	Newman Center for the Performing Arts	Compagnie Herve Koubi	Unknown		Dance	1/29/2022	Presenting
Newman Center for the Performing Arts Concert Hall	Theater	971	Newman Center for the Performing Arts	Nashville Ballet with Rhiannon Giddens	Unknown		Dance	3/29/2022	Presenting
Newman Center for the Performing Arts Concert Hall	Theater	971	Newman Center for the Performing Arts	Nashville Ballet with Rhiannon Giddens	Unknown		Dance	3/30/2022	Presenting
Newman Center for the Performing Arts Concert Hall	Theater	971	Newman Center for the Performing Arts	B - The Underwater Bubble Show	Unknown		Dance	3/31/2022	Presenting
Newman Center for the Performing Arts Concert Hall	Theater	972	Friends of Chamber Music	A.I.M BY KYLE ABRAHAM	$48-67	$57	Dance	1/27/2023	Presenting
Newman Center for the Performing Arts Concert Hall	Theater	971	Newman Center for the Performing Arts	Paul Taylor Dance Company	$25-74	$51	Dance	3/27/2023	Presenting

Venue	Venue type	Capacity	Presenter	Event name	Ticket range	Median ticket	Genre	Dates	Presenting or producing?
Newman Center for the Performing Arts Concert Hall	Theater	971	Manual Cinema	Leonardo!	$15-29	$29	Film	1/18/2023	Presenting
Newman Center for the Performing Arts Concert Hall	Theater	971	Newman Center for the Performing Arts	Kronos Quartet	Unknown		Music	1/12/2022	Presenting
Newman Center for the Performing Arts Concert Hall	Theater	971	Lamont School of Music	Matthew Zalkind, Cell & Hsiao-Ling Lin, Piano	Unknown		Music	1/28/2022	Producing
Newman Center for the Performing Arts Concert Hall	Theater	971	Lamont School of Music	Lamont Wind Ensemble	Unknown		Music	2/1/2022	Producing
Newman Center for the Performing Arts Concert Hall	Theater	971	Lamont School of Music	Gilbert Kalish, Piano	Unknown		Music	2/2/2022	Producing
Newman Center for the Performing Arts Concert Hall	Theater	971	Newman Center for the Performing Arts	Joey Alexander	Unknown		Music	2/2/2022	Presenting
Newman Center for the Performing Arts Concert Hall	Theater	971	Lamont School of Music	Nicolo Speara, Guitar	Unknown		Music	2/3/2022	Producing
Newman Center for the Performing Arts Concert Hall	Theater	971	Lamont School of Music	Lamont Symphony Orchestra	Unknown		Music	2/8/2022	Producing
Newman Center for the Performing Arts Concert Hall	Theater	971	Newman Center for the Performing Arts	National Geographic Live - Nizar Ibrahim, Spinosaurus: Lost Giant of the Cretaceous	Unknown		Music	2/9/2022	Presenting
Newman Center for the Performing Arts Concert Hall	Theater	971	Lamont School of Music	Inon Barnatan, Piano & Viano String Quartet	Unknown		Music	2/16/2022	Producing
Newman Center for the Performing Arts Concert Hall	Theater	971	Lamont School of Music	Lamont Jazz Ensemble	Unknown		Music	2/18/2022	Producing
Newman Center for the Performing Arts Concert Hall	Theater	971	Newman Center for the Performing Arts	The Jazz at Lincoln Center Orchestra with Wynton Marsalis	Unknown		Music	2/19/2022	Presenting
Newman Center for the Performing Arts Concert Hall	Theater	971	Lamont School of Music	Lamont Jazz Guitar & Funk Ensembles	Unknown		Music	2/21/2022	Producing
Newman Center for the Performing Arts Concert Hall	Theater	971	Lamont School of Music	The Spirituals Project Choir	Unknown		Music	2/24/2022	Producing
Newman Center for the Performing Arts Concert Hall	Theater	971	Lamont School of Music	Matthew Plenik, Tenor & Keith Ward, Piano	Unknown		Music	2/25/2022	Producing
Newman Center for the Performing Arts Concert Hall	Theater	971	Lamont School of Music	Modern Music Ensemble	Unknown		Music	2/27/2022	Producing
Newman Center for the Performing Arts Concert Hall	Theater	971	Newman Center for the Performing Arts	Liederabend, An Evening of French Song	Unknown		Music	2/28/2022	Presenting
Newman Center for the Performing Arts Concert Hall	Theater	971	Lamont School of Music	Lamont Percussion Ensemble	Unknown		Music	3/1/2022	Producing
Newman Center for the Performing Arts Concert Hall	Theater	971	Lamont School of Music	Lamont Wind Chamber Ensembles	Unknown		Music	3/2/2022	Producing
Newman Center for the Performing Arts Concert Hall	Theater	971	Lamont School of Music	Lamont Chorale, Lamont Women's Chorus & Lamont Men's Choir	Unknown		Music	3/3/2022	Producing
Newman Center for the Performing Arts Concert Hall	Theater	971	Lamont School of Music	North Indian Classical Ensemble, Bluegrass Ensemble and American Heritage Chorale	Unknown		Music	3/4/2022	Producing
Newman Center for the Performing Arts Concert Hall	Theater	971	Lamont School of Music	Lamont String Chamber Ensembles	Unknown		Music	3/5/2022	Producing
Newman Center for the Performing Arts Concert Hall	Theater	971	Lamont School of Music	Lamont Symphony Orchestra with Leonel Morales, Piano	Unknown		Music	3/8/2022	Producing
Newman Center for the Performing Arts Concert Hall	Theater	971	Lamont School of Music	Lamont Wind Ensemble	Unknown		Music	3/9/2022	Producing
Newman Center for the Performing Arts Concert Hall	Theater	971	The Denver Brass	Celtic Mania	Unknown		Music	3/10/2022	Presenting
Newman Center for the Performing Arts Concert Hall	Theater	971	The Denver Brass	Celtic Mania	Unknown		Music	3/11/2022	Presenting
Newman Center for the Performing Arts Concert Hall	Theater	971	The Denver Brass	Celtic Mania	Unknown		Music	3/12/2022	Presenting
Newman Center for the Performing Arts Concert Hall	Theater	971	Lamont School of Music	Benjamin Grosvenor, Piano	Unknown		Music	3/16/2022	Producing
Newman Center for the Performing Arts Concert Hall	Theater	971	Newman Center for the Performing Arts	Back in Business	Unknown		Music	3/26/2022	Presenting

Venue	Venue type	Capacity	Presenter	Event name	Ticket range	Median ticket	Genre	Dates	Presenting or producing?
Newman Center for the Performing Arts Concert Hall	Theater	971	Newman Center for the Performing Arts	And That's Why We Drink: Here for the Boos Tour	Unknown		Music	4/1/2022	Presenting
Newman Center for the Performing Arts Concert Hall	Theater	971	Lamont School of Music	Quatuor Ebene	Unknown		Music	4/6/2022	Producing
Newman Center for the Performing Arts Concert Hall	Theater	224	Newman Center for the Performing Arts	New Morse Code	Unknown		Music	4/8/2022	Presenting
Newman Center for the Performing Arts Concert Hall	Theater	971	Lamont School of Music	Danil Trifonov, Piano	Unknown		Music	5/5/2022	Producing
Newman Center for the Performing Arts Concert Hall	Theater	971	Sound of the Rockies	Acappellooza 2022	Unknown		Music	6/18/2022	Presenting
Newman Center for the Performing Arts Concert Hall	Theater	971	Newman Center for the Performing Arts	Lamb of God	Unknown		Music	3/18/2022	Presenting
Newman Center for the Performing Arts Concert Hall	Theater	971	Newman Center for the Performing Arts	Lamb of God	Unknown		Music	3/19/2022	Presenting
Newman Center for the Performing Arts Concert Hall	Theater	971	Friends of Chamber Music	Leif Ove Andsnes, Piano	$5-65	$65	Music	1/23/2023	Presenting
Newman Center for the Performing Arts Concert Hall	Theater	971	Newman Center for the Performing Arts	Bush Marshall Meyer Meyer	$29-85	$71	Music	1/30/2023	Presenting
Newman Center for the Performing Arts Concert Hall	Theater	971	Lamont School of Music	Lamont Wind Ensemble	$0-5	$2	Music	2/1/2023	Producing
Newman Center for the Performing Arts Concert Hall	Theater	971	Newman Center for the Performing Arts	Kenny Barron Trio	$20-63	$49	Music	2/2/2023	Presenting
Newman Center for the Performing Arts Concert Hall	Theater	971	Friends of Chamber Music	Skride Piano Quartet	$5-40	$40	Music	2/5/2023	Presenting
Newman Center for the Performing Arts Concert Hall	Theater	971	Lamont School of Music	Lamont Symphony Orchestra	$0-5	$2	Music	2/7/2023	Producing
Newman Center for the Performing Arts Concert Hall	Theater	971	Newman Center for the Performing Arts	Phillip Glass Ensemble	$20-52	$44	Music	2/9/2023	Presenting
Newman Center for the Performing Arts Concert Hall	Theater	971	The Denver Brass	Fiesta!	$11-43	$26	Music	2/11/2023	Presenting
Newman Center for the Performing Arts Concert Hall	Theater	971	Newman Center for the Performing Arts	KODO	$33-80	$64	Music	2/18/2023	Presenting
Newman Center for the Performing Arts Concert Hall	Theater	971	Newman Center for the Performing Arts	KODO	$33-74	$64	Music	2/19/2023	Presenting
Newman Center for the Performing Arts Concert Hall	Theater	971	Lamont School of Music	The Spirituals Project Choir	$0-5	$2	Music	2/23/2023	Producing
Newman Center for the Performing Arts Concert Hall	Theater	971	Lamont School of Music	Lamont Jazz Orchestra	$0-5	$2	Music	2/27/2023	Producing
Newman Center for the Performing Arts Concert Hall	Theater	971	Lamont School of Music	Lamont Choirs	$0-5	$2	Music	3/2/2023	Producing
Newman Center for the Performing Arts Concert Hall	Theater	971	Lamont School of Music	Lamont Symphony Orchestra	$0-5	$2	Music	3/7/2023	Producing
Newman Center for the Performing Arts Concert Hall	Theater	971	Lamont School of Music	Lamont Wind Ensemble	$0-5	$2	Music	3/8/2023	Producing
Newman Center for the Performing Arts Concert Hall	Theater	971	The Denver Brass	Celtic Awakening	$12-49	$30	Music	3/10/2023	Presenting
Newman Center for the Performing Arts Concert Hall	Theater	971	The Denver Brass	Celtic Awakening	$12-49	$30	Music	3/11/2023	Presenting
Newman Center for the Performing Arts Concert Hall	Theater	971	The Denver Brass	Celtic Awakening	$12-49	$30	Music	3/12/2023	Presenting
Newman Center for the Performing Arts Concert Hall	Theater	971	Friends of Chamber Music	Leila Josefowicz, Violin	$5-40	$40	Music	3/22/2023	Presenting
Newman Center for the Performing Arts Concert Hall	Theater	971	Sound of the Rockies	Acappellooza	$24-37	$29	Music	3/23/2023	Presenting
Newman Center for the Performing Arts Concert Hall	Theater	971	Newman Center for the Performing Arts	Michelle DeYoung	$29-62	$54	Music	3/30/2023	Presenting
Newman Center for the Performing Arts Concert Hall	Theater	971	Newman Center for the Performing Arts	Anne Leilehu Lanzilotti and Argus Quartet	$33-39	$39	Music	4/2/2023	Presenting

Venue	Venue type	Capacity	Presenter	Event name	Ticket range	Median ticket	Genre	Dates	Presenting or producing?
Newman Center for the Performing Arts Concert Hall	Theater	971	Newman Center for the Performing Arts	Mingus Big Band	$20-57	$49	Music	4/6/2023	Presenting
Newman Center for the Performing Arts Concert Hall	Theater	971	Friends of Chamber Music	Pacifica Quartet and Anthony McGill, Clarinet	$5-40	$40	Music	4/26/2023	Presenting
Newman Center for the Performing Arts Concert Hall	Theater	971	Friends of Chamber Music	Imani Winds	$5-40	$40	Music	5/10/2023	Presenting
Newman Center for the Performing Arts Concert Hall	Theater	971	Newman Center for the Performing Arts	Cyrille Aimee	$16-52	$44	Music	5/19/2023	Presenting
Newman Center for the Performing Arts Concert Hall	Theater	971	Sound of the Rockies	Summer Sounds	$24-37	$29	Music	6/17/2023	Presenting
Newman Center for the Performing Arts Concert Hall	Theater	971	Newman Center for the Performing Arts	Potted Potter	Unknown		Play	1/6/2022	Presenting
Newman Center for the Performing Arts Concert Hall	Theater	971	Newman Center for the Performing Arts	Potted Potter	Unknown		Play	1/7/2022	Presenting
Newman Center for the Performing Arts Concert Hall	Theater	971	Newman Center for the Performing Arts	Potted Potter	Unknown		Play	1/8/2022	Presenting
Newman Center for the Performing Arts Concert Hall	Theater	971	Newman Center for the Performing Arts	Potted Potter	Unknown		Play	1/9/2022	Presenting
Newman Center for the Performing Arts Concert Hall	Theater	971	Newman Center for the Performing Arts	National Geographic Live - Kara Cooney: When Women Ruled the World	Unknown		Speaker series	3/6/2022	Presenting
Newman Center for the Performing Arts Concert Hall	Theater	971	Newman Center for the Performing Arts	Pen & Podium: Jhumpa Lahiri Live in Person	Unknown		Speaker series	3/21/2022	Presenting
Newman Center for the Performing Arts Concert Hall	Theater	971	Newman Center for the Performing Arts	Pen & Podium: Tracy K. Smith/Kevin Young Live in Person	Unknown		Speaker series	4/4/2022	Presenting
Newman Center for the Performing Arts Concert Hall	Theater	971	Newman Center for the Performing Arts	National Geographic Live - Brian Skerry: Secrets of Whales	Unknown		Speaker series	4/5/2022	Presenting
Newman Center for the Performing Arts Concert Hall	Theater	971	Newman Center for the Performing Arts	TedxMilehigh: Ascend	Unknown		Speaker series	4/30/2022	Presenting
Newman Center for the Performing Arts Concert Hall	Theater	350	Department of Theatre	Cabaret	Unknown		Musical	3/3/2022	Producing
Newman Center for the Performing Arts Concert Hall	Theater	350	Department of Theatre	Cabaret	Unknown		Musical	3/4/2022	Producing
Newman Center for the Performing Arts Concert Hall	Theater	350	Department of Theatre	Cabaret	Unknown		Musical	3/5/2022	Producing
Newman Center for the Performing Arts Concert Hall	Theater	350	Department of Theatre	Cabaret	Unknown		Musical	3/6/2022	Producing
Newman Center for the Performing Arts Concert Hall	Theater	350	Department of Theatre	RENT	$10-15	$15	musical	2/23/2023	Producing
Newman Center for the Performing Arts Concert Hall	Theater	350	Department of Theatre	RENT	$10-15	$15	musical	2/24/2023	Producing
Newman Center for the Performing Arts Concert Hall	Theater	350	Department of Theatre	RENT	$10-15	$15	musical	2/25/2023	Producing
Newman Center for the Performing Arts Concert Hall	Theater	350	Department of Theatre	RENT	$10-15	$15	musical	3/2/2023	Producing
Newman Center for the Performing Arts Concert Hall	Theater	350	Department of Theatre	RENT	$10-15	$15	musical	3/3/2023	Producing
Newman Center for the Performing Arts Concert Hall	Theater	350	Department of Theatre	RENT	$10-15	$15	musical	3/4/2023	Producing
Newman Center for the Performing Arts Concert Hall	Theater	350	Department of Theatre	RENT	$10-15	$15	musical	3/5/2023	Producing
Newman Center for the Performing Arts Concert Hall	Theater	350	Department of Theatre	The Thanksgiving Play	$10	$10	Play	2/1/2023	Producing
Newman Center for the Performing Arts Concert Hall	Theater	350	Department of Theatre	The Thanksgiving Play	$10	$10	Play	2/2/2023	Producing
Newman Center for the Performing Arts Concert Hall	Theater	350	Department of Theatre	The Thanksgiving Play	$10	$10	Play	2/3/2023	Producing
Newman Center for the Performing Arts Concert Hall	Theater	350	Department of Theatre	The Thanksgiving Play	$10	$10	Play	2/4/2023	Producing

Venue	Venue type	Capacity	Presenter	Event name	Ticket range	Median ticket	Genre	Dates	Presenting or producing?
Newman Center for the Performing Arts Concert Hall	Theater	224	Lamont School of Music	Lamont Steel Drum Ensemble	Unknown		Music	3/7/2022	Producing
Newman Center for the Performing Arts Concert Hall	Theater	224	Lamont School of Music	Faculty Artist Series: Matthwe Zalkind, Cello, with Julio Elizalde, Piano	$12	$12	Music	1/16/2023	Producing
Newman Center for the Performing Arts Concert Hall	Theater	224	Lamont School of Music	Guest Artist Recital: Anton Nel, Piano	$12	$12	Music	1/18/2023	Producing
Newman Center for the Performing Arts Concert Hall	Theater	224	Lamont School of Music	Faculty Artist Series: Jeremy Reynolds and Friends	$12	$12	Music	2/3/2023	Producing
Newman Center for the Performing Arts Concert Hall	Theater	224	Lamont School of Music	Guest Artist Recital: Andrew Wilder, Guitar	$12	$12	Music	2/9/2023	Producing
Newman Center for the Performing Arts Concert Hall	Theater	224	Lamont School of Music	Faculty Artist Series: Linda Wang, Violin, and Stephany Cheng, Piano	$12	$12	Music	2/10/2023	Producing
Newman Center for the Performing Arts Concert Hall	Theater	224	Lamont School of Music	Faculty Artist Series: Igo Pikayzen & Tatyana Pikayzen, Violin & Piano	$12	$12	Music	2/18/2023	Producing
Newman Center for the Performing Arts Concert Hall	Theater	224	Lamont School of Music	North Indian Classical Ensemble and Bluegrass Ensemble	$0	$0	Music	3/3/2023	Producing
Newman Center for the Performing Arts Concert Hall	Theater	224	Lamont School of Music	Steel Drum Ensemble	$0	$0	Music	3/6/2023	Producing
Stampede	Event venue	2,000	Stampede	Viernes Nortenisimo Fest!	$0	$0	Music	1/21/2022	Presenting
Stampede	Event venue	2,000	Stampede	Del Rancho Al Norte, La Integridad Nortena, Escolta del Rancho	$0	$0	Music	1/22/2022	Presenting
Stampede	Event venue	2,000	Stampede	Original Banda El Limon de Salvador Lizarraga, El "Chore" su Grupo Andariego, Grupo Recio Sax	$40	$40	Music	1/29/2022	Presenting
Stampede	Event venue	2,000	Stampede	Jean Carlos Centeno	$35	$35	Music	2/11/2022	Presenting
Stampede	Event venue	2,000	Stampede	Los Rehenes	$40	$40	Music	2/12/2022	Presenting
Stampede	Event venue	2,000	Stampede	Guerra de Sonora, Noche de Cumbia, Aniversario Grupo Kaoba 2022	$29-39	$29	Music	2/18/2022	Presenting
Stampede	Event venue	2,000	Stampede	Lupillo Rivera, Grupo Kimozavy, La Integridad Nortena, Banda La Patrona	$80	$80	Music	2/19/2022	Presenting
Stampede	Event venue	2,000	Stampede	Los Preicos	$25	$25	Music	3/6/2022	Presenting
Stampede	Event venue	2,000	Stampede	Natalia Jiminez, Guardianes del Amor, La Nueva Sonora de Cali	$80	$80	Music	3/11/2022	Presenting
Stampede	Event venue	2,000	Stampede	Los Canarios, Banda Movil, Los Morros del Norte	$0-20	$0	Music	4/1/2022	Presenting
Stampede	Event venue	2,000	Stampede	Green Spring Bash	$45-450	$45	Music	3/17/2022	Presenting
Stampede	Event venue	2,000	Stampede	Vive Sax	$40	$40	Music	3/18/2022	Presenting
Stampede	Event venue	2,000	Stampede	Bailazo Gratis!	$0-20	$0	Music	3/19/2022	Presenting
Stampede	Event venue	2,000	Stampede	Mega Bailazo de Primavera	$40-80	$40	Music	3/26/2022	Presenting
Stampede	Event venue	2,000	Stampede	Luis R. Conriquez	$45	$45	Music	4/2/2022	Presenting
Stampede	Event venue	2,000	Stampede	Titanes de la Cumbia	$39-49	$39	Music	4/8/2022	Presenting
Stampede	Event venue	2,000	Stampede	Los Freddys, Raza Obrera, Los Angeles Negros, Los Tericolas de Venezuela, La Luz Roja, Miramar Para Siempre	$35-40	$35	Music	4/18/2022	Presenting
Stampede	Event venue	2,000	Stampede	Los Villalobos, Los Salvajes de Chihuahua, La Fuerza del Rio Conchos	$35-40	$35	Music	5/7/2022	Presenting
Stampede	Event venue	2,000	Stampede	Alicia Villarreal, Graciela Beltran, Lorenzo Mendez	$55-80	$55	Music	5/14/2022	Presenting
Stampede	Event venue	2,000	Stampede	Felipe Pelaez	$50	$50	Music	5/22/2022	Presenting
Stampede	Event venue	2,000	Stampede	Conjunto Atardecer, La Integridad Nortena, Caudales del Norte, Grupo Kaoba	$30	$30	Music	4/9/2022	Presenting
Stampede	Event venue	2,000	Stampede	Luiz Enrique	$45	$45	Music	4/10/2022	Presenting
Stampede	Event venue	2,000	Stampede	Lili Zetina, Brazeros Musical de Durango, La Sentencia de Tuzantla Michoacan	$45	$45	Music	4/15/2022	Presenting
Stampede	Event venue	2,000	Stampede	Banda Machos, Banda Maguey	$50	$50	Music	4/23/2022	Presenting
Stampede	Event venue	2,000	Stampede	Diferente Nivel, Banda la Revuelta, El Pollo y Su Pandilla, Los Fascinantes de Sinaloa	$20-35	$20	Music	5/6/2022	Presenting
Stampede	Event venue	2,000	Stampede	Blessd	$50	$50	Music	5/8/2022	Presenting
Stampede	Event venue	2,000	Stampede	El Show de la Chupitos	$45	$45	Music	5/13/2022	Presenting
Stampede	Event venue	2,000	Stampede	Brincos Dieras Show de Comedia, Tito el Ranchero	$100	$100	Music	5/15/2022	Presenting
Stampede	Event venue	2,000	Stampede	Josimar y Su Yambu, Hector Acosta	$45	$45	Music	5/20/2022	Presenting

Venue	Venue type	Capacity	Presenter	Event name	Ticket range	Median ticket	Genre	Dates	Presenting or producing?
Stampede	Event venue	2,000	Stampede	Carla Morrison	$40	$40	Music	5/26/2022	Presenting
Stampede	Event venue	2,000	Stampede	Grupo 440 Caudales del Norte, La Integridad Nortena	$0	$0	Music	6/3/2022	Presenting
Stampede	Event venue	2,000	Stampede	Su Majestad la Brissa, Estilo Chihuahua, La Ilusion Nortena	$35-40	$35	Music	6/4/2022	Presenting
Stampede	Event venue	2,000	Stampede	JJ El Gigante de la Comedia	$55	$55	Music	6/5/2022	Presenting
Stampede	Event venue	2,000	Stampede	Cumbia Fest 2022	$49-70	$49	Music	6/10/2022	Presenting
Stampede	Event venue	2,000	Stampede	Los Pericos	$25-30	$25	Music	6/12/2022	Presenting
Stampede	Event venue	2,000	Stampede	Kazzabe	$80	$80	Music	6/19/2022	Presenting
Stampede	Event venue	2,000	Stampede	Elefante, Inspector	$45-75	$45	Music	7/8/2022	Presenting
Stampede	Event venue	2,000	Stampede	Tierra Cali, Los Creventes del Poder, Viry Sandoval, Revelacion de Ojinaga	$50	$50	Music	7/9/2022	Presenting
Stampede	Event venue	2,000	Stampede	Grupo Bryndis, Los Fugitivos, Guardianes del Amor, El Tiempo	$45-50	$45	Music	7/16/2022	Presenting
Stampede	Event venue	2,000	Stampede	Jo Jo Jorge Falcon	$45-70	$45	Music	7/17/2022	Presenting
Stampede	Event venue	2,000	Stampede	Felipe Pelaez	$50	$50	Music	7/22/2022	Presenting
Stampede	Event venue	2,000	Stampede	Mega Festival del Peru	$0	$0	Music	7/24/2022	Presenting
Stampede	Event venue	2,000	Stampede	La Septima Banda	$45-55	$45	Music	7/30/2022	Presenting
Stampede	Event venue	2,000	Stampede	Chicos del Barrios - Los Kapi	$50	$50	Music	8/6/2022	Presenting
Stampede	Event venue	2,000	Stampede	IV Sentir Venezolano	$0	$0	Music	8/7/2022	Presenting
Stampede	Event venue	2,000	Stampede	Los Fantasticos de la Cumbia Sonidera	$39-45	$39	Music	8/12/2022	Presenting
Stampede	Event venue	2,000	Stampede	De la Guetto en Concierto	$55	$55	Music	8/19/2022	Presenting
Stampede	Event venue	2,000	Stampede	Control - San Luisito Norte - Maximo Norte	$35	$35	Music	8/20/2022	Presenting
Stampede	Event venue	2,000	Stampede	Noche Nortena - Huapangos y Mas!	$35	$35	Music	8/27/2022	Presenting
Stampede	Event venue	2,000	Stampede	The Official 19th Annual All White Attire Party	$65-1,140	$65	Music	9/4/2022	Presenting
Stampede	Event venue	2,000	Stampede	RKM & Ken Y	$40-70	$40	Music	9/9/2022	Presenting
Stampede	Event venue	2,000	Stampede	Mege Festival Domincano Denver	$0	$0	Music	9/11/2022	Presenting
Stampede	Event venue	2,000	Stampede	Pedro Fernandez, El Genio Lucas	$80	$80	Music	9/24/2022	Presenting
Stampede	Event venue	2,000	Stampede	Servando & Florentino	$45-90	$45	Music	10/2/2022	Presenting
Stampede	Event venue	2,000	Stampede	Dotsero	$0	$0	Music	10/4/2022	Presenting
Stampede	Event venue	2,000	Stampede	Miguel Mateos & Mikel Erentxun	$50-80	$50	Music	10/7/2022	Presenting
Stampede	Event venue	2,000	Stampede	Los Karkik's - Sigolo XX - Nueva Generacion	$50	$50	Music	10/8/2022	Presenting
Stampede	Event venue	2,000	Stampede	Zacarias Ferreira en Concierto	$50	$50	Music	10/14/2022	Presenting
Stampede	Event venue	2,000	Stampede	Lupillo Rivera	$45	$45	Music	10/15/2022	Presenting
Stampede	Event venue	2,000	Stampede	Silvestre Dagond	$90	$90	Music	10/16/2022	Presenting
Stampede	Event venue	2,000	Stampede	Grupo Laberinto	$50-85	$50	Music	10/22/2022	Presenting
Stampede	Event venue	2,000	Stampede	Se Soltaron Los Caballos Tour! Bronco Y Ramon Ayala	$70-80	$70	Music	10/28/2022	Presenting
Stampede	Event venue	2,000	Stampede	Se Soltaron Los Caballos Tour! Bronco Y Ramon Ayala	$80-100	$80	Music	10/29/2022	Presenting
Stampede	Event venue	2,000	Stampede	Romanticumbia Tour 5 USA	$55	$55	Music	11/4/2022	Presenting
Stampede	Event venue	2,000	Stampede	Duelo de Nortenos	$25	$25	Music	11/5/2022	Presenting
Stampede	Event venue	2,000	Stampede	El Tri en Concierto	$50	$50	Music	11/11/2022	Presenting
Stampede	Event venue	2,000	Stampede	Conjunto Promavera y Los Rieleros del Norte	$80	$80	Music	11/12/2022	Presenting
Stampede	Event venue	2,000	Stampede	El Gran Combo 60 Years Anniversary World Tour 2022	$80	$80	Music	11/13/2022	Presenting
Stampede	Event venue	2,000	Stampede	Lunah en Concierto	$80	$80	Music	11/17/2022	Presenting
Stampede	Event venue	2,000	Stampede	El Haragan en Concierto	$40-70	$40	Music	11/18/2022	Presenting
Stampede	Event venue	2,000	Stampede	La Casetera - Flor Amargo - Tiranos del Norte	$50	$50	Music	11/19/2022	Presenting
Stampede	Event venue	2,000	Stampede	La Ultima Note Sonidera	$49-80	$49	Music	11/20/2022	Presenting
Stampede	Event venue	2,000	Stampede	Polo Urias - Los Nortenos de Ojinaga - Del Rancho al Norte	$50	$50	Music	11/25/2022	Presenting
Stampede	Event venue	2,000	Stampede	Los Rugar - Retonos del Rio - Las Lluvias del Norte - La Descendencia de Rio Grande Zacatecas	$40	$40	Music	11/26/2022	Presenting
Stampede	Event venue	2,000	Stampede	Jessi Uribe in Concierto	$75-80	$75	Music	11/27/2022	Presenting
Stampede	Event venue	2,000	Stampede	1er Festival de Rock Centroamericano en Colorado	$45	$45	Music	12/2/2022	Presenting
Stampede	Event venue	2,000	Stampede	Agresivos de la Sierra - Los Caudales del Norte - Del Rancho al Norte	$20	$20	Music	12/3/2022	Presenting
Stampede	Event venue	2,000	Stampede	Larry Hernandez	$35	$35	Music	1/14/2023	Presenting
Stampede	Event venue	2,000	Stampede	1er Festival de Cumbia 2023	$35	$35	Music	1/20/2023	Presenting
Stampede	Event venue	2,000	Stampede	Primer Gran Bailazo del Ano 2023	$40	$40	Music	1/21/2023	Presenting

Venue	Venue type	Capacity	Presenter	Event name	Ticket range	Median ticket	Genre	Dates	Presenting or producing?
Stampede	Event venue	2,000	Stampede	El Regreso del Romanticismo #4	$60	$60	Music	1/28/2023	Presenting
Stampede	Event venue	2,000	Stampede	Entre Guitarras y Acordiones	$35	$35	Music	2/3/2023	Presenting
Stampede	Event venue	2,000	Stampede	Secretto	$60	$60	Music	2/4/2023	Presenting
Stampede	Event venue	2,000	Stampede	Outta Nowhere	$25	$25	Music	2/9/2023	Presenting
Stampede	Event venue	2,000	Stampede	Amor y Cumbia	$49	$49	Music	2/10/2023	Presenting
Stampede	Event venue	2,000	Stampede	Binomio de Oro de America en Concierto	$50-80	$50	Music	2/24/2023	Presenting
Stampede	Event venue	2,000	Stampede	Cultura Duranguense	$40	$40	Music	3/11/2023	Presenting
Stampede	Event venue	2,000	Stampede	Duelo de Acrodeones Edicion Especial	$80-100	$80	Music	3/31/2023	Presenting
The Hangar at Stanley	Event venue	2,040	Unknown	Denver Choir League: Choral Bangerz (with Strings Attached)	Unknown		Music	4/24/2022	Unknown
The Soiled Dove Underground	Event venue	400	The Soiled Dove Underground	Such	$25-30	$25	Music	7/23/2022	Presenting
The Soiled Dove Underground	Event venue	400	The Soiled Dove Underground	Tony Exum Jr. & Nathan Mitchell	$25-30	$25	Music	7/29/2022	Presenting
The Soiled Dove Underground	Event venue	400	The Soiled Dove Underground	Mason Jennings	$30	$30	Music	7/30/2022	Presenting
The Soiled Dove Underground	Event venue	400	The Soiled Dove Underground	Curtis Salgado	$20-30	$20	Music	8/4/2022	Presenting
The Soiled Dove Underground	Event venue	400	The Soiled Dove Underground	Euge Groove	Unknown		Music	8/5/2022	Presenting
The Soiled Dove Underground	Event venue	400	The Soiled Dove Underground	Red Grant	Unknown		Music	8/6/2022	Presenting
The Soiled Dove Underground	Event venue	400	The Soiled Dove Underground	Paul Thorn	$35	$35	Music	8/9/2022	Presenting
The Soiled Dove Underground	Event venue	400	The Soiled Dove Underground	Ian Mahan	$20	$20	Music	8/13/2022	Presenting
The Soiled Dove Underground	Event venue	400	The Soiled Dove Underground	Danielle Nicole	$20-25	$25	Music	8/16/2022	Presenting
The Soiled Dove Underground	Event venue	400	The Soiled Dove Underground	Lee DeWyze	Unknown		Music	8/17/2022	Presenting
The Soiled Dove Underground	Event venue	400	The Soiled Dove Underground	Maddie Poppe	$15-20	$15	Music	8/21/2022	Presenting
The Soiled Dove Underground	Event venue	400	The Soiled Dove Underground	Yesterday - A Tribute to the Beatles	Unknown		Music	8/26/2022	Presenting
The Soiled Dove Underground	Event venue	400	The Soiled Dove Underground	Sons of Legends	Unknown		Music	8/27/2022	Presenting
The Soiled Dove Underground	Event venue	400	The Soiled Dove Underground	Teada	Unknown		Music	8/28/2022	Presenting
The Soiled Dove Underground	Event venue	400	The Soiled Dove Underground	First Ladies of Disco	$60-65	$60	Music	9/1/2022	Presenting
The Soiled Dove Underground	Event venue	400	The Soiled Dove Underground	Darrell Scott Trio	Unknown		Music	9/5/2022	Presenting
The Soiled Dove Underground	Event venue	400	The Soiled Dove Underground	William Fitzsimmons	Unknown		Music	9/13/2022	Presenting
The Soiled Dove Underground	Event venue	400	The Soiled Dove Underground	Tom Russell	Unknown		Music	9/15/2022	Presenting
The Soiled Dove Underground	Event venue	400	The Soiled Dove Underground	Jackiem Joyner	Unknown		Music	9/16/2022	Presenting
The Soiled Dove Underground	Event venue	400	The Soiled Dove Underground	Colin James	$25-30	$25	Music	9/17/2022	Presenting
The Soiled Dove Underground	Event venue	400	The Soiled Dove Underground	Chris Standring	Unknown		Music	9/24/2022	Presenting
The Soiled Dove Underground	Event venue	400	The Soiled Dove Underground	John Mack McMillan	Unknown		Music	9/26/2022	Presenting
The Soiled Dove Underground	Event venue	400	The Soiled Dove Underground	Jennifer Knapp	$20	$20	Music	9/29/2022	Presenting
The Soiled Dove Underground	Event venue	400	The Soiled Dove Underground	Rebecca Rosen	Unknown		Music	10/12/2022	Presenting
The Soiled Dove Underground	Event venue	400	The Soiled Dove Underground	Sophie B. Hawkins	Unknown		Music	10/13/2022	Presenting
The Soiled Dove Underground	Event venue	400	The Soiled Dove Underground	Rick Estrin & The Nightcats	Unknown		Music	10/15/2022	Presenting
The Soiled Dove Underground	Event venue	400	The Soiled Dove Underground	Myron McKinley Trio	Unknown		Music	10/22/2022	Presenting
The Soiled Dove Underground	Event venue	400	The Soiled Dove Underground	Stephen Kellogg	Unknown		Music	10/26/2022	Presenting
The Soiled Dove Underground	Event venue	400	The Soiled Dove Underground	Dee Lucas with Gino Rosaria & Lori Williams	Unknown		Music	10/28/2022	Presenting
The Soiled Dove Underground	Event venue	400	The Soiled Dove Underground	Pavlo - The Santorini Tour	Unknown		Music	11/3/2022	Presenting
The Soiled Dove Underground	Event venue	400	The Soiled Dove Underground	Pavlo - The Santorini Tour	Unknown		Music	11/4/2022	Presenting
The Soiled Dove Underground	Event venue	400	The Soiled Dove Underground	Pavlo - The Santorini Tour	Unknown		Music	11/5/2022	Presenting
The Soiled Dove Underground	Event venue	400	The Soiled Dove Underground	Pavlo - The Santorini Tour	Unknown		Music	11/6/2022	Presenting
The Soiled Dove Underground	Event venue	400	The Soiled Dove Underground	Tyrone Wells	Unknown		Music	11/19/2022	Presenting
The Soiled Dove Underground	Event venue	400	The Soiled Dove Underground	A John Waters Christmas	Unknown		Music	12/7/2022	Presenting
The Soiled Dove Underground	Event venue	400	The Soiled Dove Underground	Special EFX All Stars featuring Chieli Minucci	$35-40	$35	Music	1/12/2023	Presenting
The Soiled Dove Underground	Event venue	400	The Soiled Dove Underground	Shelvis and the Roustabouts	$15	$15	Music	1/13/2023	Presenting
The Soiled Dove Underground	Event venue	400	The Soiled Dove Underground	Sammy Mayfield	$60-65	$60	Music	1/14/2023	Presenting
The Soiled Dove Underground	Event venue	400	The Soiled Dove Underground	Hot Lunch Band	$20-25	$20	Music	1/15/2023	Presenting
The Soiled Dove Underground	Event venue	400	The Soiled Dove Underground	Althea Rene & Jeanette Harris	$35	$35	Music	1/20/2023	Presenting
The Soiled Dove Underground	Event venue	400	The Soiled Dove Underground	Don DC Curry	$40	$40	Music	1/21/2023	Presenting
The Soiled Dove Underground	Event venue	400	The Soiled Dove Underground	17th Avenue All Stars	$20	$20	Music	1/27/2023	Presenting
The Soiled Dove Underground	Event venue	400	The Soiled Dove Underground	Pat McGee & Friends	$32-35	$32	Music	1/28/2023	Presenting
The Soiled Dove Underground	Event venue	400	The Soiled Dove Underground	An Evening with Howie Day	$25-30	$25	Music	2/3/2023	Presenting
The Soiled Dove Underground	Event venue	400	The Soiled Dove Underground	An Evening with Howie Day	$25-30	$25	Music	2/4/2023	Presenting
The Soiled Dove Underground	Event venue	400	The Soiled Dove Underground	Roger Clyne, Johnny Hickman, Jim Dalton	$35-35	$35	Music	2/9/2023	Presenting
The Soiled Dove Underground	Event venue	400	The Soiled Dove Underground	Jon McLaughlin	$25-30	$25	Music	2/10/2023	Presenting
The Soiled Dove Underground	Event venue	400	The Soiled Dove Underground	Ten Years Gone - Led Zeppelin Tribute	$15-20	$15	Music	2/11/2023	Presenting
The Soiled Dove Underground	Event venue	400	The Soiled Dove Underground	Matt Andersen	$20	$20	Music	2/14/2023	Presenting

Venue	Venue type	Capacity	Presenter	Event name	Ticket range	Median ticket	Genre	Dates	Presenting or producing?
The Soiled Dove Underground	Event venue	400	The Soiled Dove Underground	Gerald Albright	$40-45	$40	Music	2/17/2023	Presenting
The Soiled Dove Underground	Event venue	400	The Soiled Dove Underground	Gerald Albright	$40-45	$40	Music	2/18/2023	Presenting
The Soiled Dove Underground	Event venue	400	The Soiled Dove Underground	Trace Bundy	$25-33	$25	Music	2/23/2023	Presenting
The Soiled Dove Underground	Event venue	400	The Soiled Dove Underground	Yesterday - A Tribute to the Beatles	$25	$25	Music	2/24/2023	Presenting
The Soiled Dove Underground	Event venue	400	The Soiled Dove Underground	Dotsero	$20-25	$20	Music	2/25/2023	Presenting
The Soiled Dove Underground	Event venue	400	The Soiled Dove Underground	Omart Liebert & Luna Negra	$35-45	$35	Music	3/3/2023	Presenting
The Soiled Dove Underground	Event venue	400	The Soiled Dove Underground	"Love Ya" Gantogoo & Nasaa	$60	$60	Music	3/4/2023	Presenting
The Soiled Dove Underground	Event venue	400	The Soiled Dove Underground	An Evening with JD Souther	$45	$45	Music	3/5/2023	Presenting
The Soiled Dove Underground	Event venue	400	The Soiled Dove Underground	Young Dubliners	$30-40	$30	Music	3/10/2023	Presenting
The Soiled Dove Underground	Event venue	400	The Soiled Dove Underground	Acoustic Alchemy	Unknown		Music	3/11/2023	Presenting
The Soiled Dove Underground	Event venue	400	The Soiled Dove Underground	Walter Trout	Unknown		Music	3/16/2023	Presenting
The Soiled Dove Underground	Event venue	400	The Soiled Dove Underground	Benise - Fiesta!	$58-95	$58	Music	3/18/2023	Presenting
The Soiled Dove Underground	Event venue	400	The Soiled Dove Underground	Dan Rodriguez	$15-20	$15	Music	3/19/2023	Presenting
The Soiled Dove Underground	Event venue	400	The Soiled Dove Underground	Talisk	$25	$25	Music	3/25/2023	Presenting
The Soiled Dove Underground	Event venue	400	The Soiled Dove Underground	Eric Darius	$35-40	$35	Music	4/7/2023	Presenting
The Soiled Dove Underground	Event venue	400	The Soiled Dove Underground	Vanessa Carlton	$25-30	$25	Music	4/9/2023	Presenting
The Soiled Dove Underground	Event venue	400	The Soiled Dove Underground	Face - All Vocal Rock Band	$25	$25	Music	4/13/2023	Presenting
The Soiled Dove Underground	Event venue	400	The Soiled Dove Underground	Willy Porter	$20-25	$20	Music	4/14/2023	Presenting
The Soiled Dove Underground	Event venue	400	The Soiled Dove Underground	Greg Adams & East Bay Soul	$30-35	$35	Music	4/15/2023	Presenting
The Soiled Dove Underground	Event venue	400	The Soiled Dove Underground	Morgan James	$25-30	$25	Music	4/22/2023	Presenting
The Soiled Dove Underground	Event venue	400	The Soiled Dove Underground	Elton Dan & The Rocket Band - Tribute to Elton John	$30	$30	Music	4/28/2023	Presenting
The Soiled Dove Underground	Event venue	400	The Soiled Dove Underground	Elton Dan & The Rocket Band - Tribute to Elton John	$30	$30	Music	4/29/2023	Presenting
The Soiled Dove Underground	Event venue	400	Max Davidson & Scotty Wiese	"Professional" Magicians	Unknown		Variety show	8/19/2022	Presenting
The Soiled Dove Underground	Event venue	400	The Soiled Dove Underground	"Professional" Magicians	Unknown		Variety show	8/20/2022	Presenting
Town Hall Arts Center	Theater	261	Town Hall Arts Center	Town Hall Sessions presents Megan Van De Hey	$28-36	$32	Music	2/6/2022	Presenting
Town Hall Arts Center	Theater	266	Town Hall Arts Center	Town Hall Sessions presents Traci Kern	$28-36	$32	Music	3/12/2022	Presenting
Town Hall Arts Center	Theater	267	Town Hall Arts Center	Town Hall Sessions presents Norrell Moore	$28-36	$32	Music	3/13/2022	Presenting
Town Hall Arts Center	Theater	268	Town Hall Arts Center	Town Hall Sessions presents Leonard Barrett Jr.	$28-36	$32	Music	3/18/2022	Presenting
Town Hall Arts Center	Theater	269	Town Hall Arts Center	Town Hall Sessions presents Mary Louise Lee Band	$28-36	$32	Music	3/19/2022	Presenting
Town Hall Arts Center	Theater	270	Town Hall Arts Center	Town Hall Sessions presents Captain Quirk	$28-36	$32	Music	3/23/2022	Presenting
Town Hall Arts Center	Theater	260	Town Hall Arts Center	Master Class	$30-40	$35	Musical	1/12/2023	Producing
Town Hall Arts Center	Theater	260	Town Hall Arts Center	Master Class	$30-40	$35	Musical	1/13/2023	Producing
Town Hall Arts Center	Theater	260	Town Hall Arts Center	Master Class	$30-40	$35	Musical	1/14/2023	Producing
Town Hall Arts Center	Theater	260	Town Hall Arts Center	Master Class	$30-40	$35	Musical	1/15/2023	Producing
Town Hall Arts Center	Theater	260	Town Hall Arts Center	In the Trenches	$30	$30	Musical	1/20/2023	Producing
Town Hall Arts Center	Theater	260	Town Hall Arts Center	In the Trenches	$30	$30	Musical	1/21/2023	Producing
Town Hall Arts Center	Theater	260	Town Hall Arts Center	In the Trenches	$30	$30	Musical	1/22/2023	Producing
Town Hall Arts Center	Theater	260	Town Hall Arts Center	In the Trenches	$30	$30	Musical	1/26/2023	Producing
Town Hall Arts Center	Theater	260	Town Hall Arts Center	In the Trenches	$30	$30	Musical	1/27/2023	Producing
Town Hall Arts Center	Theater	260	Town Hall Arts Center	In the Trenches	$30	$30	Musical	1/28/2023	Producing
Town Hall Arts Center	Theater	260	Town Hall Arts Center	In the Trenches	$30	$30	Musical	1/29/2023	Producing
Town Hall Arts Center	Theater	260	Town Hall Arts Center	I Love You, You're Perfect, Now Change	$35-$50	$44	Musical	2/17/2023	Producing
Town Hall Arts Center	Theater	260	Town Hall Arts Center	I Love You, You're Perfect, Now Change	$35-$50	$44	Musical	2/18/2023	Producing
Town Hall Arts Center	Theater	260	Town Hall Arts Center	I Love You, You're Perfect, Now Change	$35-$50	$44	Musical	2/19/2023	Producing
Town Hall Arts Center	Theater	260	Town Hall Arts Center	I Love You, You're Perfect, Now Change	$35-$50	$44	Musical	2/23/2023	Producing
Town Hall Arts Center	Theater	260	Town Hall Arts Center	I Love You, You're Perfect, Now Change	$35-$50	$44	Musical	2/24/2023	Producing
Town Hall Arts Center	Theater	260	Town Hall Arts Center	I Love You, You're Perfect, Now Change	$35-$50	$44	Musical	2/25/2023	Producing
Town Hall Arts Center	Theater	260	Town Hall Arts Center	I Love You, You're Perfect, Now Change	$35-$50	$44	Musical	2/26/2023	Producing
Town Hall Arts Center	Theater	260	Town Hall Arts Center	I Love You, You're Perfect, Now Change	$35-$50	$44	Musical	3/2/2023	Producing
Town Hall Arts Center	Theater	260	Town Hall Arts Center	I Love You, You're Perfect, Now Change	$35-$50	$44	Musical	3/3/2023	Producing
Town Hall Arts Center	Theater	260	Town Hall Arts Center	I Love You, You're Perfect, Now Change	$35-$50	$44	Musical	3/4/2023	Producing
Town Hall Arts Center	Theater	260	Town Hall Arts Center	I Love You, You're Perfect, Now Change	$35-$50	$44	Musical	3/5/2023	Producing
Town Hall Arts Center	Theater	260	Town Hall Arts Center	I Love You, You're Perfect, Now Change	$35-$50	$44	Musical	3/9/2023	Producing
Town Hall Arts Center	Theater	260	Town Hall Arts Center	I Love You, You're Perfect, Now Change	$35-$50	$44	Musical	3/10/2023	Producing
Town Hall Arts Center	Theater	260	Town Hall Arts Center	I Love You, You're Perfect, Now Change	$35-$50	$44	Musical	3/11/2023	Producing
Town Hall Arts Center	Theater	260	Town Hall Arts Center	I Love You, You're Perfect, Now Change	$35-$50	$44	Musical	3/12/2023	Producing
Town Hall Arts Center	Theater	260	Town Hall Arts Center	I Love You, You're Perfect, Now Change	$35-$50	$44	Musical	3/16/2023	Producing
Town Hall Arts Center	Theater	260	Town Hall Arts Center	I Love You, You're Perfect, Now Change	$35-$50	$44	Musical	3/17/2023	Producing
Town Hall Arts Center	Theater	260	Town Hall Arts Center	I Love You, You're Perfect, Now Change	$35-$50	$44	Musical	3/18/2023	Producing

Venue	Venue type	Capacity	Presenter	Event name	Ticket range	Median ticket	Genre	Dates	Presenting or producing?
Town Hall Arts Center	Theater	260	Town Hall Arts Center	I Love You, You're Perfect, Now Change	$35-$50	$44	Musical	3/19/2023	Producing
Town Hall Arts Center	Theater	260	Town Hall Arts Center	La Cage Aux Folles	$35-$50	$44	Musical	4/7/2023	Producing
Town Hall Arts Center	Theater	260	Town Hall Arts Center	La Cage Aux Folles	$35-$50	$44	Musical	4/8/2023	Producing
Town Hall Arts Center	Theater	260	Town Hall Arts Center	La Cage Aux Folles	$35-$50	$44	Musical	4/9/2023	Producing
Town Hall Arts Center	Theater	260	Town Hall Arts Center	La Cage Aux Folles	$35-$50	$44	Musical	4/13/2023	Producing
Town Hall Arts Center	Theater	260	Town Hall Arts Center	La Cage Aux Folles	$35-$50	$44	Musical	4/14/2023	Producing
Town Hall Arts Center	Theater	260	Town Hall Arts Center	La Cage Aux Folles	$35-$50	$44	Musical	4/15/2023	Producing
Town Hall Arts Center	Theater	260	Town Hall Arts Center	La Cage Aux Folles	$35-$50	$44	Musical	4/16/2023	Producing
Town Hall Arts Center	Theater	260	Town Hall Arts Center	La Cage Aux Folles	$35-$50	$44	Musical	4/20/2023	Producing
Town Hall Arts Center	Theater	260	Town Hall Arts Center	La Cage Aux Folles	$35-$50	$44	Musical	4/21/2023	Producing
Town Hall Arts Center	Theater	260	Town Hall Arts Center	La Cage Aux Folles	$35-$50	$44	Musical	4/22/2023	Producing
Town Hall Arts Center	Theater	260	Town Hall Arts Center	La Cage Aux Folles	$35-$50	$44	Musical	4/23/2023	Producing
Town Hall Arts Center	Theater	260	Denver Actors Fund	La Cage Aux Folles	$35-$50	$44	Musical	4/24/2023	Producing
Town Hall Arts Center	Theater	260	Town Hall Arts Center	La Cage Aux Folles	$35-$50	$44	Musical	4/27/2023	Producing
Town Hall Arts Center	Theater	260	Town Hall Arts Center	La Cage Aux Folles	$35-$50	$44	Musical	4/28/2023	Producing
Town Hall Arts Center	Theater	260	Town Hall Arts Center	La Cage Aux Folles	$35-$50	$44	Musical	4/29/2023	Producing
Town Hall Arts Center	Theater	260	Town Hall Arts Center	La Cage Aux Folles	$35-$50	$44	Musical	4/30/2023	Producing
Town Hall Arts Center	Theater	260	Town Hall Arts Center	Memphis	$35-$50	$44	Musical	5/19/2023	Producing
Town Hall Arts Center	Theater	260	Town Hall Arts Center	Memphis	$35-$50	$44	Musical	5/20/2023	Producing
Town Hall Arts Center	Theater	260	Town Hall Arts Center	Memphis	$35-$50	$44	Musical	5/21/2023	Producing
Town Hall Arts Center	Theater	260	Town Hall Arts Center	Memphis	$35-$50	$44	Musical	5/25/2023	Producing
Town Hall Arts Center	Theater	260	Town Hall Arts Center	Memphis	$35-$50	$44	Musical	5/26/2023	Producing
Town Hall Arts Center	Theater	260	Town Hall Arts Center	Memphis	$35-$50	$44	Musical	5/27/2023	Producing
Town Hall Arts Center	Theater	260	Town Hall Arts Center	Memphis	$35-$50	$44	Musical	5/28/2023	Producing
Town Hall Arts Center	Theater	260	Town Hall Arts Center	Memphis	$35-$50	$44	Musical	6/1/2023	Producing
Town Hall Arts Center	Theater	260	Town Hall Arts Center	Memphis	$35-$50	$44	Musical	6/2/2023	Producing
Town Hall Arts Center	Theater	260	Town Hall Arts Center	Memphis	$35-$50	$44	Musical	6/3/2023	Producing
Town Hall Arts Center	Theater	260	Town Hall Arts Center	Memphis	$35-$50	$44	Musical	6/4/2023	Producing
Town Hall Arts Center	Theater	260	Town Hall Arts Center	Memphis	$35-$50	$44	Musical	6/8/2023	Producing
Town Hall Arts Center	Theater	260	Town Hall Arts Center	Memphis	$35-$50	$44	Musical	6/9/2023	Producing
Town Hall Arts Center	Theater	260	Town Hall Arts Center	Memphis	$35-$50	$44	Musical	6/10/2023	Producing
Town Hall Arts Center	Theater	260	Town Hall Arts Center	Memphis	$35-$50	$44	Musical	6/11/2023	Producing
Town Hall Arts Center	Theater	260	Denver Actors Fund	Memphis	$35-$50	$44	Musical	6/15/2023	Producing
Town Hall Arts Center	Theater	260	Town Hall Arts Center	Memphis	$35-$50	$44	Musical	6/16/2023	Producing
Town Hall Arts Center	Theater	260	Town Hall Arts Center	Memphis	$35-$50	$44	Musical	6/17/2023	Producing
Town Hall Arts Center	Theater	260	Town Hall Arts Center	Little Shop of Horrors	$37-52	$44	Musical	1/28/2022	Producing
Town Hall Arts Center	Theater	260	Town Hall Arts Center	Little Shop of Horrors	$37-52	$44	Musical	1/29/2022	Producing
Town Hall Arts Center	Theater	260	Town Hall Arts Center	Little Shop of Horrors	$37-52	$44	Musical	1/30/2022	Producing
Town Hall Arts Center	Theater	260	Town Hall Arts Center	Little Shop of Horrors	$37-52	$44	Musical	2/3/2022	Producing
Town Hall Arts Center	Theater	260	Town Hall Arts Center	Little Shop of Horrors	$37-52	$44	Musical	2/4/2022	Producing
Town Hall Arts Center	Theater	260	Town Hall Arts Center	Little Shop of Horrors	$37-52	$44	Musical	2/5/2022	Producing
Town Hall Arts Center	Theater	260	Town Hall Arts Center	Little Shop of Horrors	$37-52	$44	Musical	2/6/2022	Producing
Town Hall Arts Center	Theater	260	Town Hall Arts Center	Little Shop of Horrors	$37-52	$44	Musical	2/10/2022	Producing
Town Hall Arts Center	Theater	260	Town Hall Arts Center	Little Shop of Horrors	$37-52	$44	Musical	2/11/2022	Producing
Town Hall Arts Center	Theater	260	Town Hall Arts Center	Little Shop of Horrors	$37-52	$44	Musical	2/12/2022	Producing
Town Hall Arts Center	Theater	260	Town Hall Arts Center	Little Shop of Horrors	$37-52	$44	Musical	2/13/2022	Producing
Town Hall Arts Center	Theater	260	Town Hall Arts Center	Little Shop of Horrors	$37-52	$44	Musical	2/17/2022	Producing
Town Hall Arts Center	Theater	260	Town Hall Arts Center	Little Shop of Horrors	$37-52	$44	Musical	2/18/2022	Producing
Town Hall Arts Center	Theater	260	Town Hall Arts Center	Little Shop of Horrors	$37-52	$44	Musical	2/19/2022	Producing
Town Hall Arts Center	Theater	260	Town Hall Arts Center	Little Shop of Horrors	$37-52	$44	Musical	2/20/2022	Producing
Town Hall Arts Center	Theater	260	Town Hall Arts Center	Little Shop of Horrors	$37-52	$44	Musical	2/24/2022	Producing
Town Hall Arts Center	Theater	260	Town Hall Arts Center	Little Shop of Horrors	$37-52	$44	Musical	2/25/2022	Producing
Town Hall Arts Center	Theater	260	Town Hall Arts Center	Little Shop of Horrors	$37-52	$44	Musical	2/26/2022	Producing
Town Hall Arts Center	Theater	260	Town Hall Arts Center	Little Shop of Horrors	$37-52	$44	Musical	2/27/2022	Producing
Town Hall Arts Center	Theater	260	Town Hall Arts Center	Little Shop of Horrors	$37-52	$44	Musical	3/3/2022	Producing
Town Hall Arts Center	Theater	260	Town Hall Arts Center	Little Shop of Horrors	$37-52	$44	Musical	3/4/2022	Producing
Town Hall Arts Center	Theater	260	Town Hall Arts Center	Little Shop of Horrors	$37-52	$44	Musical	3/5/2022	Producing
Town Hall Arts Center	Theater	260	Town Hall Arts Center	Little Shop of Horrors	$37-52	$44	Musical	3/6/2022	Producing
Town Hall Arts Center	Theater	271	Town Hall Arts Center	Once On This Island	$37-52	$44	Musical	4/8/2022	Producing

Venue	Venue type	Capacity	Presenter	Event name	Ticket range	Median ticket	Genre	Dates	Presenting or producing?
Town Hall Arts Center	Theater	272	Town Hall Arts Center	Once On This Island	$37-52	$44	Musical	4/9/2022	Producing
Town Hall Arts Center	Theater	273	Town Hall Arts Center	Once On This Island	$37-52	$44	Musical	4/10/2022	Producing
Town Hall Arts Center	Theater	274	Town Hall Arts Center	Once On This Island	$37-52	$44	Musical	4/14/2022	Producing
Town Hall Arts Center	Theater	275	Town Hall Arts Center	Once On This Island	$37-52	$44	Musical	4/15/2022	Producing
Town Hall Arts Center	Theater	276	Town Hall Arts Center	Once On This Island	$37-52	$44	Musical	4/16/2022	Producing
Town Hall Arts Center	Theater	277	Town Hall Arts Center	Once On This Island	$37-52	$44	Musical	4/17/2022	Producing
Town Hall Arts Center	Theater	278	Town Hall Arts Center	Once On This Island	$37-52	$44	Musical	4/21/2022	Producing
Town Hall Arts Center	Theater	279	Town Hall Arts Center	Once On This Island	$37-52	$44	Musical	4/22/2022	Producing
Town Hall Arts Center	Theater	280	Town Hall Arts Center	Once On This Island	$37-52	$44	Musical	4/23/2022	Producing
Town Hall Arts Center	Theater	281	Town Hall Arts Center	Once On This Island	$37-52	$44	Musical	4/24/2022	Producing
Town Hall Arts Center	Theater	282	Town Hall Arts Center	Once On This Island	$37-52	$44	Musical	4/28/2022	Producing
Town Hall Arts Center	Theater	283	Town Hall Arts Center	Once On This Island	$37-52	$44	Musical	4/29/2022	Producing
Town Hall Arts Center	Theater	284	Town Hall Arts Center	Once On This Island	$37-52	$44	Musical	4/30/2022	Producing
Town Hall Arts Center	Theater	285	Town Hall Arts Center	Once On This Island	$37-52	$44	Musical	5/1/2022	Producing
Town Hall Arts Center	Theater	286	Town Hall Arts Center	Once On This Island	$37-52	$44	Musical	5/5/2022	Producing
Town Hall Arts Center	Theater	287	Town Hall Arts Center	Once On This Island	$37-52	$44	Musical	5/6/2022	Producing
Town Hall Arts Center	Theater	288	Town Hall Arts Center	Once On This Island	$37-52	$44	Musical	5/7/2022	Producing
Town Hall Arts Center	Theater	289	Town Hall Arts Center	Once On This Island	$37-52	$44	Musical	5/8/2022	Producing
Town Hall Arts Center	Theater	290	Town Hall Arts Center	The Wedding Singer	$37-52	$44	Musical	5/27/2022	Producing
Town Hall Arts Center	Theater	291	Town Hall Arts Center	The Wedding Singer	$37-52	$44	Musical	5/28/2022	Producing
Town Hall Arts Center	Theater	292	Town Hall Arts Center	The Wedding Singer	$37-52	$44	Musical	5/29/2022	Producing
Town Hall Arts Center	Theater	293	Town Hall Arts Center	The Wedding Singer	$37-52	$44	Musical	6/2/2022	Producing
Town Hall Arts Center	Theater	294	Town Hall Arts Center	The Wedding Singer	$37-52	$44	Musical	6/3/2022	Producing
Town Hall Arts Center	Theater	295	Town Hall Arts Center	The Wedding Singer	$37-52	$44	Musical	6/4/2022	Producing
Town Hall Arts Center	Theater	296	Town Hall Arts Center	The Wedding Singer	$37-52	$44	Musical	6/5/2022	Producing
Town Hall Arts Center	Theater	297	Town Hall Arts Center	The Wedding Singer	$37-52	$44	Musical	6/9/2022	Producing
Town Hall Arts Center	Theater	298	Town Hall Arts Center	The Wedding Singer	$37-52	$44	Musical	6/10/2022	Producing
Town Hall Arts Center	Theater	299	Town Hall Arts Center	The Wedding Singer	$37-52	$44	Musical	6/11/2022	Producing
Town Hall Arts Center	Theater	300	Town Hall Arts Center	The Wedding Singer	$37-52	$44	Musical	6/12/2022	Producing
Town Hall Arts Center	Theater	301	Town Hall Arts Center	The Wedding Singer	$37-52	$44	Musical	6/16/2022	Producing
Town Hall Arts Center	Theater	302	Town Hall Arts Center	The Wedding Singer	$37-52	$44	Musical	6/17/2022	Producing
Town Hall Arts Center	Theater	303	Town Hall Arts Center	The Wedding Singer	$37-52	$44	Musical	6/18/2022	Producing
Town Hall Arts Center	Theater	304	Town Hall Arts Center	The Wedding Singer	$37-52	$44	Musical	6/19/2022	Producing
Town Hall Arts Center	Theater	305	Town Hall Arts Center	The Wedding Singer	$37-52	$44	Musical	2/23/2022	Producing
Town Hall Arts Center	Theater	306	Town Hall Arts Center	The Wedding Singer	$37-52	$44	Musical	2/24/2022	Producing
Town Hall Arts Center	Theater	307	Town Hall Arts Center	The Wedding Singer	$37-52	$44	Musical	2/25/2022	Producing
Town Hall Arts Center	Theater	308	Town Hall Arts Center	The Wedding Singer	$37-52	$44	Musical	2/26/2022	Producing
Town Hall Arts Center	Theater	309	Town Hall Arts Center	Town Hall Sessions presents Anna High	Unknown		Musical	6/5/2022	Producing

THEATRE PROJECTS

City of Aurora

Entertainment Venue Benchmarking Summary v1– January 2023

Executive summary

Theatre Projects and Semple Brown Design are facilitating strategic alignment and visioning exercises for the City of Aurora (CO). As part of our facilitation, the stakeholders have requested benchmarking information for large entertainment venues (2,500 – 3,500 seats) that are city- or county-owned, but privately operated. In order to find this information, we started by researching private operating companies. Once we had determined a viable list of organizations, we narrowed the clients of these organizations down, by researching the size of venue and finally the proximity to a metro area. Contained in this benchmarking summary are four venue profiles that highlight key facility and operational details.

The entertainment venues that we believe are comparable benchmarks for Aurora mostly fit the following criteria:

- Public/Private partnership
- Proximity to a large metropolitan area (Aurora to Denver model)
- Medium to large commercial music venue

Applying this criteria to our research, we identified and developed profiles for:

- Crown Complex – Fayetteville, North Carolina
- Stephens Auditorium – Ames, Iowa
- Toyota Music Factory – Irving, Texas
- American Bank Center – Corpus Christi, Texas

Benchmarking

American Bank Center

Source: flickr.com

Stephens Auditorium

Source: venuesnow.com

Toyota Music Factory

Source: specialevents.livenation.com

Crown Complex

Source: crowncomplex.com

Observations

Our research resulted in interesting observations that are important to highlight as a part of this process. There are a few large companies that operate in the public/private venue partnerships, among them are Live Nation, VenuWorks, ASM Global, and Oak View Group 360. Not all venues in this type of partnership are managed by one of these organizations, however, the four facilities we identified are all managed by one of these companies.

All venues are a part of a larger events complex, with most of them being attached to a convention center. The presence of an arena and convention center makes these facilities excellent cultural centers of the metropolitan area, with the ability to present a diversity of commercial entertainment events that appeal to all types of audiences.

Venue Name	Location	Ownership	Management	Capacity	Gross Square Footage	Construction Cost	Construction Cost (2022 buying power)	Operating Budget
Crown Complex	Fayetteville, North Carolina	Cumberland County Civic Center Commission	OVG360	Coliseum: 10,880 Arena: 4,500 Theatre: 2,440	Arena: 11,552 sq ft Expo Center: 60,000 sq ft Ballroom: 9,200 sq ft	Ballroom & coliseum: $55m in 1997	$100.3m	Operates at a loss
Stephens Auditorium	Ames, Iowa	Iowa State University	VenuWorks	2,600	128,224 sq ft	$4.9m in 1969	$39.1m	$2.7m
Toyota Music Factory	Irving, Texas	ARK Group	Live Nation	Theatres: 4,000 & 2,500	500,000+ sq ft	$175m in 2017	$208.9m	$3.3m
American Bank Center	Corpus Christi, Texas	City of Corpus Christi	OVG360	Auditorium: 2,500 Arena: 10,000	Convention Center: 138,000	Arena: $49m	$75.9m	$13m

THEATRE PROJECTS

SEMPLE BROWN

Crown Complex (Fayetteville, North Carolina)

The Crown Complex is a multi-purpose venue located in Fayetteville, North Carolina. The complex is made up of five facilities: an arena, coliseum, theatre, ballroom, and exposition center. Groundbreaking for the coliseum and ballroom, the most recent additions to the complex, was in 1995 with the official opening date in 1997.

Demographics: According to the 2020 census, the population of Fayetteville is 208,501. 43% of the population is Black, 37% is White, 3% is Asian, 1% is Native American, 1% is Native Hawaiian or Pacific Islander, 5% is another race, and 10% is two or more races. 12% of the population is Hispanic. Fayetteville is located about an hour outside of Raleigh, North Carolina, where the population is 467,665.

Construction budget: The Crown Complex was built in stages in the 60s, 80s, and 90s. The coliseum and ballroom were completed in 1997 for about $55 million.

Annual operating budget: The complex operates at a loss each year. Some of that loss is due to the age of the facilities built in the 60s (the arena and theatre). These facilities will be closing in 2025 and will be replaced by a single facility, which will break ground this fall.

Capacity: The coliseum seats 10,880, the arena seats 4,500, and the theatre seats 2,440.

Programming profile: The complex is the home of the Southern Professional Hockey League Fayetteville Marksmen, the National Indoor Soccer League Fayetteville Fury, and the National Arena League Fayetteville Mustangs. In total, the complex does about 300 unique events a year that include rentals, co-pros, presented events, and tenant sporting events. Past events include Kansas, Gladys Knight, Shinedown/Breaking Benjamin/Sevendust, Kevin Gates, Scott McCreery, and Luke Bryan/Brett Eldredge/Brett Young.

Owner: Cumberland County Civic Center Commission

Operator: Oakview Group 360

Source: crowncomplex.com

Stephens Auditorium (Ames, Iowa)

Stephens Auditorium is located on the campus of Iowa State University. It is the premier performing arts venue for the university, the city of Ames, and Central Iowa. The auditorium is open to university and non-university events. Construction on the Stephens Auditorium was completed in 1969.

Demographics: According to the 2020 census, Ames has a population of 66,427. 77% of the population is White, 8% is Asian, 4% is Black, 3% is another race, and 7% is two or more races. 4% of the population is Hispanic. Ames is located about 45 minutes north of Des Moines, IA, which has a population of 214,133, and about 1 hour and 45 minutes west of Cedar Rapids, IA, which has a population of 137,710.

Construction budget: Stephens Auditorium was built in 1969 for $4.9 million.

Annual operating budget: Stephens Auditorium's operating budget is approximately $2.7 million annually.

Capacity: 2,600 seats

Programming profile: The auditorium hosts about 200 events a year. They offer a subscription service that includes Broadway touring events. The events are a mix of ticket and non-ticketed and include rentals, co-pros, and presented events. Past events include Goo Goo Dolls, Alton Brown, Lindsey Stirling, Nathan Carter, Dave Chapelle, Dane Cook, Kenny G, Mannheim Steamroller, and Gordon Lightfoot.

Owner: Iowa State University

Operator: VenuWorks

Source: venuesnow.com

Toyota Music Factory (Irving, Texas)

The Toyota Music Factory is an entertainment complex in Irving, Texas, that consists of 210,000 square feet of food and retail space. The complex includes an Alamo Drafthouse movie theater, an 8,000-person capacity amphitheatre, two indoor theatres, and a 1,500-person capacity plaza. Construction on the complex was completed in 2017.

Demographics: According to the 2020 census, Irving has a population of 256,684. 28% of the population is White, 22% is Asian, 13% is Black, 1% is Native American, 19% is another race, and 17% is two or more races. 44% of the population is Hispanic. Irving is about 20 minutes northwest of Dallas, which has a population of 1,304,379, and 30 minutes east of Fort Worth, which has a population of 918,915.

Construction budget: Toyota Music Factory was completed in 2017 for $175 million.

Annual operating budget: The 2021-2022 annual budget was approximately $3.3 million.

Capacity: There are two theatre spaces, one that seats 4,000 and a more intimate theatre that seats 2,500.

Programming profile: The Pavilion presents about 50 concerts a year. The Plaza presents free events most weekends including yoga, workout programs, live music, and running events. The Toyota Music Factory is also available for private and corporate event rentals. Past events include Deadmau5, Third Eye Blind/Taking Back Sunday/Hockey Dad, 5 Seconds of Summer, Nathaniel Rateliff & The Night Sweats, Bon Iver/Dijon, Jamie Foxx, Jim Gaffigan, and Collective Soul/Gin Blossoms.

Owner: ARK Group

Operator: Live Nation

Source: irvingtexas.com

American Bank Center (Corpus Christi, Texas)

The American Bank Center is an entertainment complex in Corpus Christi, Texas. The complex consists of three venues: an auditorium, an arena, and a convention center. The auditorium was completed in 1979 and the convention center was completed in 1980. Both facilities underwent renovation in 2004 and the arena was completed and opened in 2004.

Demographics: According to the 2020 census, Corpus Christi has a population of 317,863. 54% of the population is White, 4% is Black, 2% is Asian, 1% is American Indian, 13% is some other race, and 26% is two or more races. 65% of the population is Hispanic. Corpus Christi is a little over 3 hours south of San Antonio, Texas, which has a population of 1,434,625.

Construction budget: The cost of the renovations in 2004 were about $53 million, with $49 million of that going towards the building of the new arena

Annual operating budget: 2023 expenditures are budgeted for approximately $13 million.

Capacity: The auditorium seats 2,500 and the arena seats 10,000.

Programming profile: The complex is the home of the NCAA Texas A&M Corpus Christi Islanders, the North American Hockey League Corpus Christi IceRays, and the Women's Flat Track Derby Association Hurricane Alley Roller Derby. The complex does about 150 unique events a year that include sports, WWE, professional bull riding, comedians, and live music. Past events include Earth, Wind & Fire, REO Speedwagon, Jason Aldean, ZZ Top, Gabriel Iglesias, Dwight Yoakam, The Beach Boys, and KISS.

Owner: City of Corpus Christi

Operator: Oak View Group 360

Source: visitcorpuschristi.com

CITY OF AURORA
Council Agenda Commentary

Item Title: Establishing Sister Cities Relationship Between City of Aurora and Chihuahua, Mexico (Resolution)	
Item Initiator: Minsoo Song	
Staff Source/Legal Source: Ricardo Gambetta, Manager of Office of International and Immigrant Affairs / Kimberly Skaggs, Assistant City Attorney	
Outside Speaker: Karlyn Shorb, Executive Director, Aurora Sister Cities International & Ana Valles,Co-Chair, Aurora-Mexico Sister City Committee	
Council Goal: 2012: 4.4--Strenghten and build effective partnerships with the city's diverse community; and celebrate and appreciate diversity	

COUNCIL MEETING DATES:

Study Session: 3/6/2023

Regular Meeting: N/A

ITEM DETAILS *(Click in highlighted area below bullet point list to enter applicable information.)*

Sponsor: Juan Marcano, Council Member
Ricardo Gambetta, Manager of Office of International and Immigrant Affairs / Kimberly Skaggs, Assistant City Attorney
Outside Speaker: Karlyn Shorb, Executive Director, Aurora Sister Cities International & Ana Valles, Co-Chair, Aurora-Mexico Sister City Committee
Estimated time: 35 mins

ACTIONS(S) PROPOSED *(Check all appropriate actions)*

☐ Approve Item and Move Forward to Study Session

☐ Approve Item as proposed at Study Session

☒ Approve Item and Move Forward to Regular Meeting

☐ Approve Item as proposed at Regular Meeting

☐ Information Only

☐ Approve Item with Waiver of Reconsideration
Reason for waiver is described in the Item Details field.

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: N/A

Policy Committee Date: N/A

Action Taken/Follow-up: ***(Check all that apply)***

☐ Recommends Approval

☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation

☐ Recommendation Report Attached

☐ Minutes Attached ☐ Minutes Not Available

HISTORY *(Dates reviewed by City council, Policy Committees, Boards and Commissions, or Staff. Summarize pertinent comments. ATTACH MINUTES OF COUNCIL MEETINGS, POLICY COMMITTEES AND BOARDS AND COMMISSIONS.)*

N/A

ITEM SUMMARY *(Brief description of item, discussion, key points, recommendations, etc.)*

Aurora Sister Cities International (ASCI) is a nonprofit independent organization based in Aurora, Colorado. ASCI was relaunched its activities in 2014. In 2015 the Aurora City Council approved the first Professional Service Agreement (PSA) between the city of Aurora and ASCI. Under the current PSA, the city provides with financial support and In-kind donation to support ASCI activities, operations and programs.

The Office of International and Immigrant Affairs manages the implementation of the PSA between the city of Aurora and ASCI. In addition, the Aurora City Council appoint a council member every year to serve as an official liaison between the Aurora City Council and ASCI.

ASCI mission is to promote local and global partnerships centered on cultural, educational and international exchanges, cultivating a network of community ambassadors who champion peace and prosperity around the world. ASCI currently have active relationships with the cities of Seongnam, South Korea and Adama, Ethiopia. In addition, ASCI has non active relationship with the cities of Jaco, Costa Rica, Zielona Gora, Poland and Antiguo Cuscatlan, El Salvador (Friendship city).

ASCI would like to propose the establishment of a new sister cities relationship with Chihuahua, Mexico.

The city of Chihuahua is the capital of the northwestern Mexican State of Chihuahua. Chihuahua was officially founded in 1709 is the second most competitive city in Mexico juts behind Monterrey and ahead of Mexico City. Chihuahua is the second largest and most populated city in Mexico.

In addition, Chihuahua has one of the most solid developments strategies in Clusters, focused to improve competitiveness and innovation, is conformed by 13 strategic sectors, including the Automotive, construction, aerospace, electronics and agroindustry.

These is a strong relationship between Aurora and Chihuahua. Most people of Mexican descent in the Denver metro area trace their roots to Chihuahua.

FISCAL IMPACT

Select all that apply. (If no fiscal impact, click that box and skip to "Questions for Council")

☐ Revenue Impact ☐ Budgeted Expenditure Impact ☐ Non-Budgeted Expenditure Impact
☐ Workload Impact ☒ No Fiscal Impact

REVENUE IMPACT

Provide the revenue impact or N/A if no impact. (What is the estimated impact on revenue? What funds would be impacted? Provide additional detail as necessary.)

BUDGETED EXPENDITURE IMPACT

Provide the budgeted expenditure impact or N/A if no impact. (List Org/Account # and fund. What is the amount of budget to be used? Does this shift existing budget away from existing programs/services? Provide additional detail as necessary.)

NON-BUDGETED EXPENDITURE IMPACT

Provide the non-budgeted expenditure impact or N/A if no impact. (Provide information on non-budgeted costs. Include Personal Services, Supplies and Services, Interfund Charges, and Capital needs. Provide additional detail as necessary.)

WORKLOAD IMPACT

Provide the workload impact or N/A if no impact. (Will more staff be needed or is the change absorbable? If new FTE(s) are needed, provide numbers and types of positions, and a duty summary. Provide additional detail as necessary.)

QUESTIONS FOR COUNCIL

Does the council wish to support the establishment of sister city relationship with City of Chihuahua, Mexico?

LEGAL COMMENTS

The City Council shall have the power as it shall deem necessary and proper to provide for the safety; preserve the health; promote the prosperity; and improve the morals, order, comfort and convenience of the city and the inhabitants thereof. City Code section 2-32. The mayor shall be recognized as head of the city government for all ceremonial and legal purposes, and shall execute and authenticate legal instruments requiring a signature as such official. City Charter section 3-2. (Skaggs)

Aurora Sister Cities International
Aurora, CO- Chihuahua, Chih

Karlyn K. Shorb- CEO, Aurora Sister Cities International

Ana Valles- Co-Chair, Mexico Committee

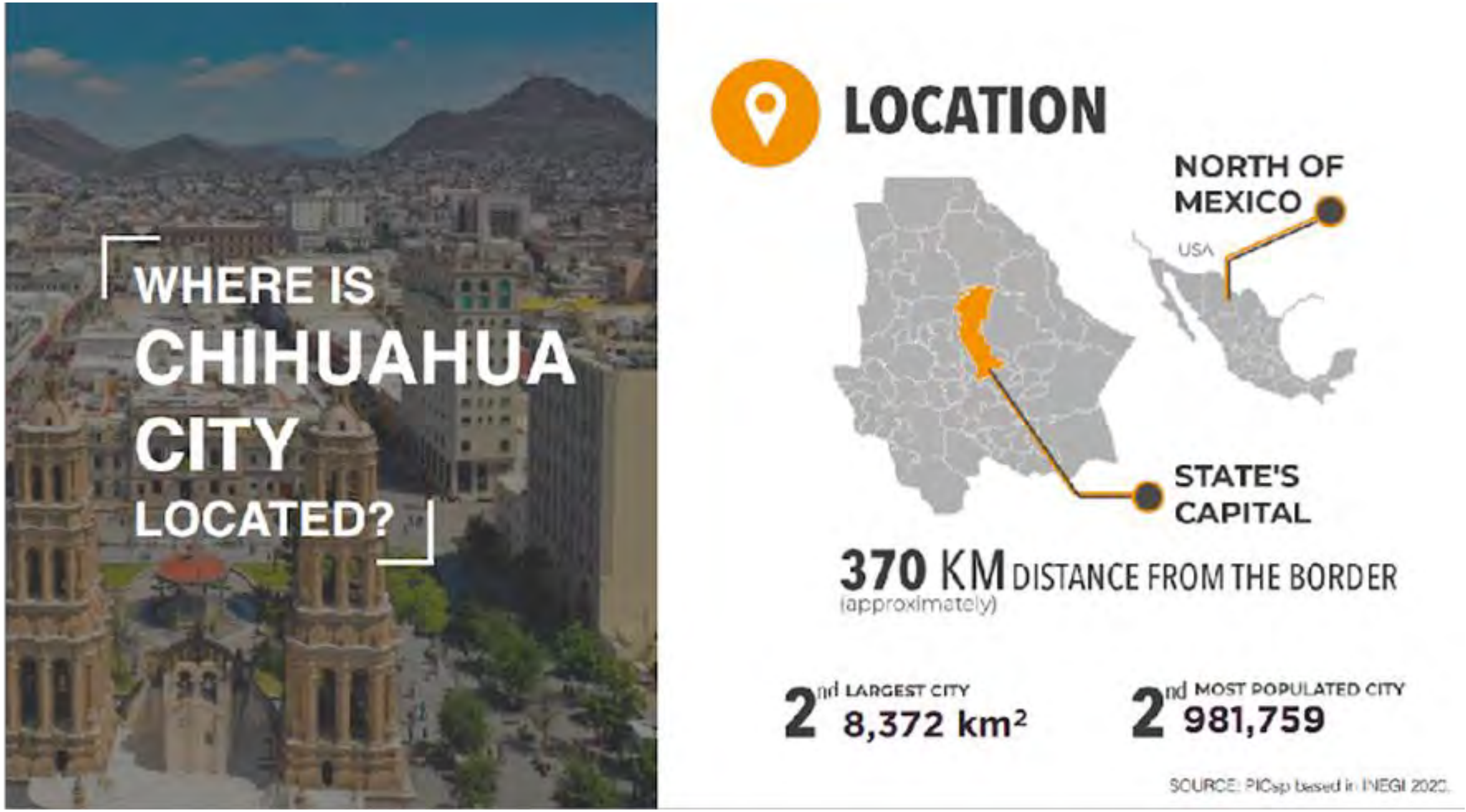
AURORA COLORADO SISTER CITIES INTERNATIONAL

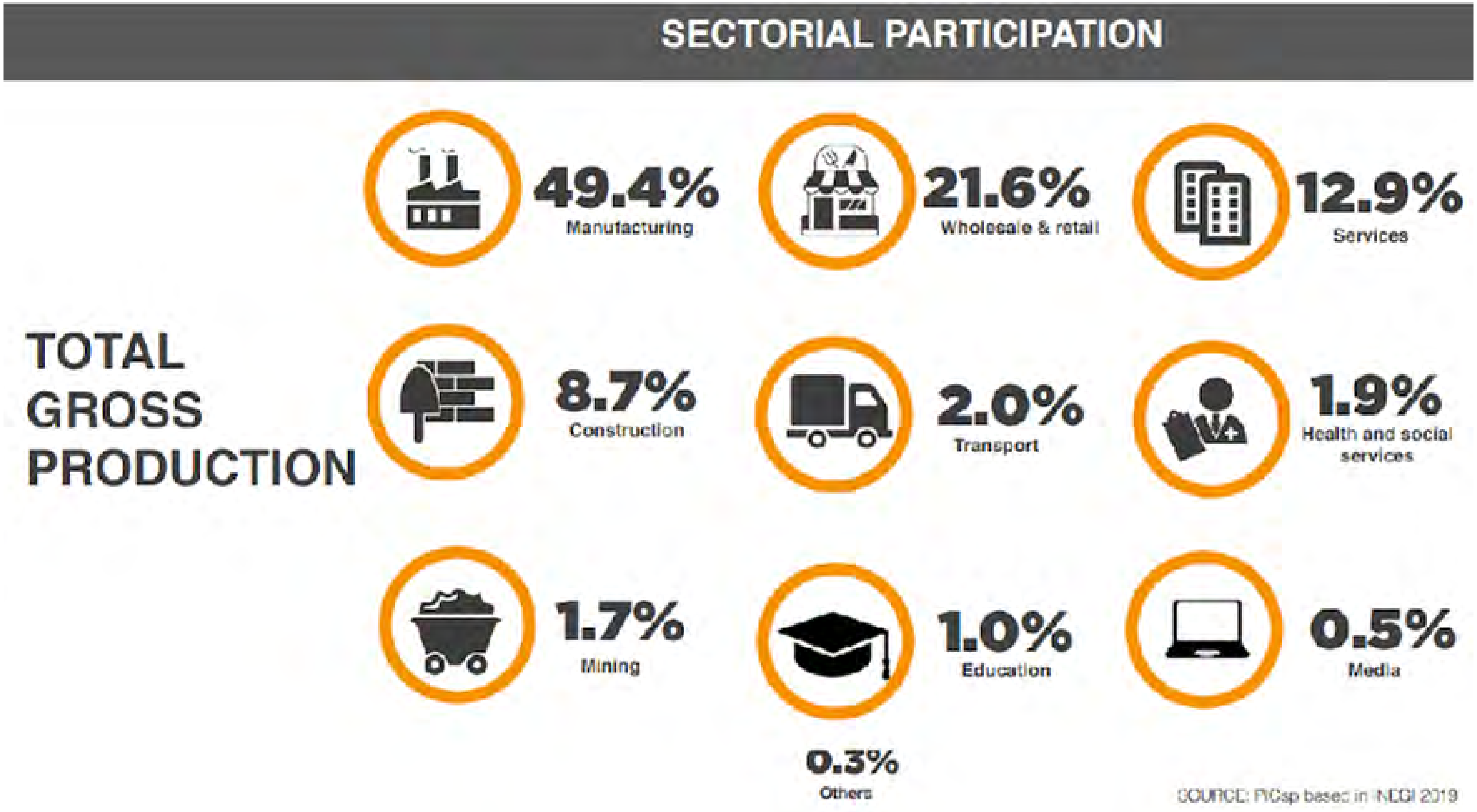
History

- Chihuahua, Mexico is the capital of the state in Mexico with the same name. An ancient city with Tarahumara Indian roots, the city of Chihuahua was officially founded in 1709 by Antonio Deza y Ulloa, and thus was first called “San Felipe de Real.”
- Strategically located on a trade route which followed the Rio Grande to Santa Fe, bringing European and Mexican goods via caravans, Chihuahua features a colorful history spanning several centuries and enduring both Spanish and French conflict.
- Between 1910 – 1917 the famous Mexican revolutionary, Pancho Villa, made Chihuahua his base of operations. Since that time the city has developed strong ties to the United States, growing in manufacturing and agriculture.
- Chihuahua City is the capital of the northwestern Mexican state of Chihuahua. It’s known for the Spanish Baroque Cathedral de Chihuahua and the 18th-century Palacio de Gobierno, a government building where massive murals depict major Mexican historical events. The city is also home to the eastern terminus of the Chepe railroad, which runs through the green-tinged gorges of the Copper Canyon area.
- Among cities in Mexico, the city of Chihuahua is highly ranked in human and social development. According to the UNCP report on human development, Chihuahua municipality’s HDI is 0.840 as of 2015 – this is equal or higher than some Western European countries, with the literacy rate in the city among the highest in the country at 99%. Another report about competitiveness from the CIDE organization ranks Chihuahua as the second most competitive city in the country just behind Monterrey and ahead of Mexico City. This report also ranks Chihuahua as the most Socially Competitive city in the country.






WHERE IS
CHIHUAHUA
CITY
LOCATED?
LOCATION
NORTH OF
MEXICO
USA
STATE'S
CAPITAL
370 KM DISTANCE FROM THE BORDER
(approximately)
2nd LARGEST CITY
8,372 km²
2nd MOST POPULATED CITY
981,759
SOURCE: PICsp based in INEGI 2020.



SECTORIAL PARTICIPATION
TOTAL GROSS PRODUCTION
49.4%
Manufacturing
21.6%
Wholesale & retail
12.9%
Services
8.7%
Construction
2.0%
Transport
1.9%
Health and social services
1.7%
Mining
1.0%
Education
0.5%
Media
0.3%
Others
SOURCE: FICsp based in INEGI 2019


ECONOMIC POTENTIAL
50% LABOUR FORCE
42%
39 AVERAGE AGE
58%
40 AVERAGE AGE
281k FORMAL EMPLOYEES (approximately)
PRIMARY
SECONDARY
TERTIARY
0.6%
48.2%
51.2%
3,013 manufacturing COMPANIES
109 are FDI COMPANIES and employ 83k people
CLUSTERS AND INDUSTRIES
Automotive and autoparts
Construction materials
Aerospace
Metalworking
Electronics
Agroindustry

CLUSTERS

Chihuahua City has one of the most solid development strategies in Clusters, focused to improve competitiveness and innovation, is conformed by 13 strategic sectors

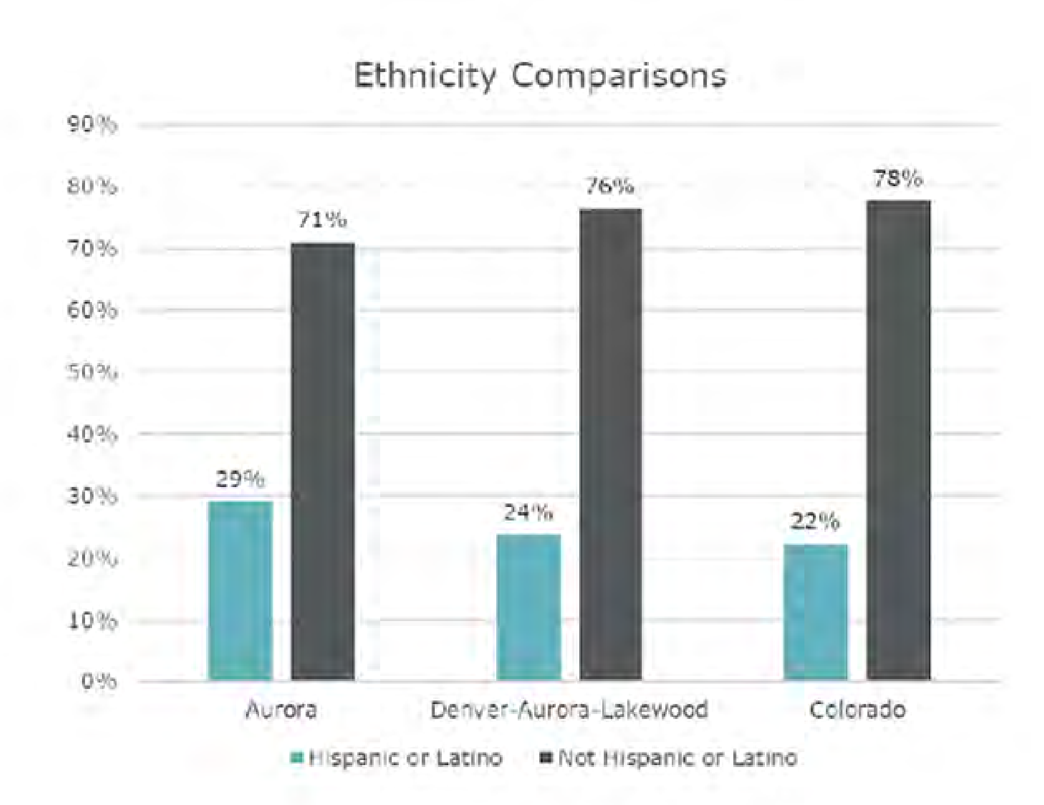
Chihuahua City Mayor

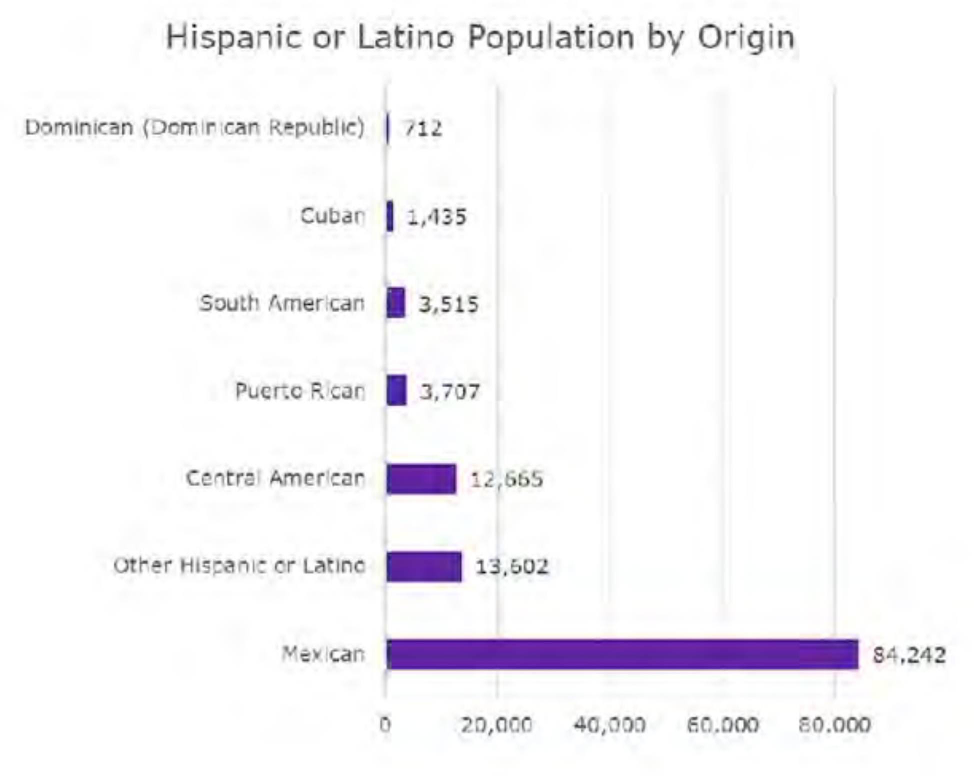
- Marco Bonilla Mendoza
- 2021-2024
- Strong Mayor with a very active City Council.
- He is the third most voted mayor in the country and the second youngest in the history of the municipality.


PRIMERA EXPRESS
CHIHUAHUA PACIFICO
Chep


PARTIDO LIBERAL

City of Aurora- Mexico





- Most people of Mexican descent in Colorado trace their roots to Chihuahua.
- According to the Mexican Consulate in Denver, in 2021 22.3% of people getting a consular document were from Chihuahua, which was the highest state, followed by Zacatecas with 9.6%.
- Within the state of Chihuahua, the city were most people came from was Ciudad Juarez, followed by the City of Chihuahua.

Opportunities

- Tourism
- Arts and Culture
- Education
- Health Services
- Construction
- Engineering
- Aerospace

Questions?

Thank you

RESOLUTION NO. R2023- ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING ITS SUPPORT OF NEGOTIATING A SISTER CITY AGREEMENT BETWEEN THE CITY OF AURORA AND THE CITY OF CHIHUAHUA, MEXICO.

WHEREAS, Aurora Sister Cities International (ASCI) is a nonprofit independent organization based in Aurora, and ASCI's mission is to promote local and global partnerships centered on cultural and educational exchanges; and

WHEREAS, there is a strong relationship and ties between Aurora and Mexico thanks to the efforts of the Office of International and Immigrant Affairs and local Mexican groups and organizations; and

WHEREAS, most people of Mexican descent in the Denver metro area trace their roots to Chihuahua, Mexico; and

WHEREAS, Chihuahua has one of the strongest regional economies, is considered the second most important industrial area in Mexico, and is the base of developed industries in the areas of automotive, construction, aerospace, electronics and agroindustry among others; and

WHEREAS, there are shared learning opportunities and great potential for both cities in the areas of youth exchange, tourism, sports, education and business, and ASCI has recommended the establishment of a sister city relationship with the city of Chihuahua, Mexico.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, THAT:

Section 1. The Aurora Sister Cities Board is authorized and directed to initiate negotiations with the city of Chihuahua, Mexico, for the purpose of establishing a sister city relationship at the earliest possible opportunity.

RESOLVED AND PASSED this _____ day of ___________________, 2023.

____
MIKE COFFMAN, Mayor

ATTEST:

____
KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

KIMBERLY SKAGGS, Assistant City Attorney

CITY OF AURORA
Council Agenda Commentary

Item Title: Amending Council Rules of Order and Procedure Regarding Voting Conflicts of Interest (Resolution)	
Item Initiator: Ruben Medina, Council Member	
Staff Source/Legal Source: Daniel Brotzman, City Attorney / Jack Bajorek, Deputy City Attorney	
Outside Speaker: N/A	
Council Goal: 2012: 2.1--Work with appointed and elected representatives to ensure Aurora's interests	

COUNCIL MEETING DATES:

Study Session: 3/6/2023

Regular Meeting: 3/13/2023

ITEM DETAILS *(Click in highlighted area below bullet point list to enter applicable information.)*

Sponsor: Ruben Medina, Council Member
Daniel Brotzman, City Attorney / Jack Bajorek, Deputy City Attorney
Estimated time: 10 mins

ACTIONS(S) PROPOSED *(Check all appropriate actions)*

☐ Approve Item and Move Forward to Study Session

☐ Approve Item as proposed at Study Session

☒ Approve Item and Move Forward to Regular Meeting

☐ Approve Item as proposed at Regular Meeting

☐ Information Only

☐ Approve Item with Waiver of Reconsideration
Reason for waiver is described in the Item Details field.

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: N/A

Policy Committee Date: N/A

Action Taken/Follow-up: ***(Check all that apply)***

☐ Recommends Approval

☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation

☐ Recommendation Report Attached

☐ Minutes Attached

☐ Minutes Not Available

HISTORY *(Dates reviewed by City council, Policy Committees, Boards and Commissions, or Staff. Summarize pertinent comments. ATTACH MINUTES OF COUNCIL MEETINGS, POLICY COMMITTEES AND BOARDS AND COMMISSIONS.)*

N/A

ITEM SUMMARY *(Brief description of item, discussion, key points, recommendations, etc.)*

This proposal is to require a Council Member who serves on an entity board to disclose that position at the time Council is voting on an issue concerning that entity.

FISCAL IMPACT

Select all that apply. (If no fiscal impact, click that box and skip to "Questions for Council")

☐ Revenue Impact ☐ Budgeted Expenditure Impact ☐ Non-Budgeted Expenditure Impact
☐ Workload Impact ☒ No Fiscal Impact

REVENUE IMPACT
Provide the revenue impact or N/A if no impact. (What is the estimated impact on revenue? What funds would be impacted? Provide additional detail as necessary.)

N/A

BUDGETED EXPENDITURE IMPACT
Provide the budgeted expenditure impact or N/A if no impact. (List Org/Account # and fund. What is the amount of budget to be used? Does this shift existing budget away from existing programs/services? Provide additional detail as necessary.)

N/A

NON-BUDGETED EXPENDITURE IMPACT
Provide the non-budgeted expenditure impact or N/A if no impact. (Provide information on non-budgeted costs. Include Personal Services, Supplies and Services, Interfund Charges, and Capital needs. Provide additional detail as necessary.)

N/A

WORKLOAD IMPACT
Provide the workload impact or N/A if no impact. (Will more staff be needed or is the change absorbable? If new FTE(s) are needed, provide numbers and types of positions, and a duty summary. Provide additional detail as necessary.)

N/A

QUESTIONS FOR COUNCIL

Does Council wish to move this item forward to a regular Council Meeting?

LEGAL COMMENTS

Although items may be requested by other parties, Council Members, City Manager, City Attorney, Chief Public Defender, Presiding Judge, and Court Administrator are the only ones who have authority to place items on the Study Session and Regular/Special Meeting agendas. Each such item shall indicate the party requesting the item. B. 2. Rules of Order and Procedure for the Aurora, Colorado, City Council. (Bajorek)

RESOLUTION NO. R2023- ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, TO AMEND THE RULES OF ORDER AND PROCEDURE FOR THE AURORA, COLORADO, CITY COUNCIL REGARDING VOTING CONFLICTS OF INTERESTS

WHEREAS, the Aurora City Council believes the election of an individual to City Council imposes a heavy responsibility to observe those tenets and requirements which flow from the solemn oath administered at the time of installation to office; and

WHEREAS, Article III, Section 8 of the City Charter of the City of Aurora, Colorado, authorizes City Council to "prescribe rules of procedure to govern meetings"; and

WHEREAS, the Aurora City Council wants the Rules of Order and Procedure for the Aurora, Colorado, City Council to facilitate the fulfillment of the duties and responsibilities contained in the oath of office, and

WHEREAS, the Mayor and City Attorney shall use as a guide for parliamentary procedures O. Garfield Jones, Parliamentary Procedures at a Glance, unless it is in conflict with City Council's Rules of Order and Procedure herein set forth, in which event these Rules shall prevail, and

WHEREAS, the Aurora City Council desires to make certain administrative changes to the Rules of Order and Procedure

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO THAT THE COUNCIL RULES SHALL BE AMENDED AS FOLLOWS:

Section 1. The Aurora City Council hereby amends F(6) of the Rules of Order and Procedure for the Aurora, Colorado City Council to read as follows:

Voting; Conflicts of Interest. Every Council Member present at a City Council meeting must vote on every item before City Council unless it would constitute a conflict of interest. A Council Member may abstain from a vote on the approval of the minutes if the Council Member was not present at the prior meeting. A Council Member who has a conflict of interest as otherwise defined in these rules, the City Charter, the City Code and the City's Standards for Conduct, in any matter proposed or pending before the City Council shall disclose the fact to the members of City Council and shall not vote thereon, and shall refrain from attempting to influence the decisions of the other Members of the governing body in voting on the matter. **Even though a financial conflict of interest may not exist, a Council Member shall disclose if they sit on the board of directors or a hold a similar position before voting on a matter involving that entity.** Council Members may consult with the City Attorney to obtain an advisory opinion prior to any such vote. If a Council Member chooses to vote and utilize the notification to the Secretary of State provision found in state law and City Resolution, the

Council Member shall notify the Secretary of State pursuant to state law and notify the Mayor and other members of City Council prior to the commencement of the City Council meeting.

a. Rule Statement. This City Council conflict of interest rule is designed to provide a procedure and identify potential conflicts of interests in decisions made by the City Council. Since it is not possible to write a rule that covers all potential conflicts, the members of City Council are expected to be alert for and avoid situations that might be construed as conflicts of interests.

b. Conflicts of interest are specifically addressed in Section 1-44 of the Aurora Municipal Code and are defined therein.

c. Violations of the Conflict of Interest Rule. If the City Council has reasonable cause to believe an interested person has failed to disclose an actual or possible conflict of interest, the City Attorney shall inform the interested person, provide an opportunity for explanation and investigate further, if necessary. The City Council may take appropriate disciplinary and corrective action against any interested person in violation of the conflict of interest rule as outlined in the conduct guidelines in Appendix G.

Section 2. All resolutions or parts of resolutions of the City in conflict herewith are hereby rescinded.

RESOLVED AND PASSED this______day of_____________________, 2023

____
MIKE COFFMAN, Mayor

ATTEST:

____
KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

____
DANIEL L. BROTZMAN, City Attorney

CITY OF AURORA
Fiscal Impact Form

Item Title: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, TO AMEND THE RULES OF ORDER AND PROCEDURE FOR THE AURORA, COLORADO, CITY COUNCIL REGARDING VOTING CONFLICTS OF INTERESTS

Staff contact Daniel Brotzman, City Attorney

Staff Source/Legal Source: Daniel Brotzman, City Attorney

TYPE OF FISCAL IMPACT
Select all that apply.

☐ Revenue Impact ☐ Budgeted Expenditure Impact ☐ Non-Budgeted Expenditure Impact

☐ Workload Impact ☒ No Fiscal Impact

FISCAL SUMMARY
Provide a plain language summary of the fiscal impact. (List program and/or service fund(s) affected. Is this request due to an internal/external audit need or mandated by State, Federal, or legal action? List all departments affected; such as IT, Fleet, HR, etc. What are the implications on performance measures in the city? Provide additional detail as necessary.)

N/A

REVENUE IMPACT
Provide the revenue impact or N/A if no impact. (What is the estimated impact on revenue? What funds would be impacted? Provide additional detail as necessary.)

N/A

BUDGETED EXPENDITURE IMPACT
Provide the budgeted expenditure impact or N/A if no impact. (List Org/Account # and fund. What is the amount of budget to be used? Does this shift existing budget away from existing programs/services? Provide additional detail as necessary.)

N/A

N/A

NON-BUDGETED EXPENDITURE IMPACT
Provide the non-budgeted expenditure impact or N/A if no impact. (Provide information on non-budgeted costs. Include Personal Services, Supplies and Services, Interfund Charges, and Capital needs. Provide additional detail as necessary.)

N/A

WORKLOAD IMPACT
Provide the workload impact or N/A if no impact. (Will more staff be needed or is the change absorbable? If new FTE(s) are needed, provide numbers and types of positions, and a duty summary. Provide additional detail as necessary.)

N/A