City Council

Agenda

Tuesday, September 17, 2024
Council Chambers
749 Main Street
6:00 PM

Members of the public are welcome to attend and give comments remotely; however, the in-person meeting may continue even if technology issues prevent remote participation.

- *You can call in to +1 719 359 4580 or 877 853 5247 (toll free)*
  Webinar ID #876 9127 0986.
- *You can log in via your computer. Please visit the City's website here to link to the meeting: www.louisvilleco.gov/council*

The Council will accommodate public comments during the meeting. Anyone may also email comments to the Council prior to the meeting at Council@LouisvilleCO.gov.

1. CALL TO ORDER & ROLL CALL

2. PLEDGE OF ALLEGIANCE

3. APPROVAL OF AGENDA

4. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA AND ITEMS ON THE CONSENT AGENDA

Public comments are limited to 3 minutes per speaker. When several people wish to speak on the same position on a given item, Council requests they select a spokesperson to state that position.

5. CONSENT AGENDA

The following items on the City Council Agenda are considered routine by the City Manager and shall be approved, adopted, accepted, etc., by motion of the City Council and voice vote unless the Mayor or a City Council person specifically requests an item be considered under "Regular Business." In such an event the item shall be removed from the "Consent Agenda" and Council action taken separately on said item in the order appearing on the Agenda. Those items so approved under the heading "Consent Agenda" will appear in the Council Minutes in their proper order.

A. Approval of Bills
B. Approve Agreement with Mutual of Omaha to provide Life & Disability Benefits to City Employees Effective January 1, 2025

Citizen Information

If you wish to speak at the City Council meeting in person, please fill out a sign-up card and present it to the City Clerk at the meeting; if you are attending remotely, please use the "raise hand" icon to show you wish to speak in public comments.

Persons planning to attend the meeting who need sign language interpretation, translation services, assisted listening systems, Braille, taped material, or special transportation, should contact the City Clerk's Office (303.335.4536 or 303.335.4574) or ClerksOffice@LouisvilleCO.gov. A forty-eight-hour notice is requested.

Si requiere una copia en español de esta publicación o necesita un intérprete durante la reunión del Consejo, por favor llame a la Ciudad al 303.335.4536 o 303.335.4574 o email ClerksOffice@LouisvilleCO.gov.

C. Approve Coal Creek Golf Course Food & Beverage Contract
D. Resolution No. 41, Series 2024 Approving a First Amendment to the Business Assistance Agreement for Basecamp Concepts, LLC for an Economic Development Project in the City of Louisville
E. Approve Contract with Mojo's Cleaning Services to Provide Custodial Services to City Facilities
F. Approval of Agreement with Centurylink Communications, LLC d/b/a Lumen Technologies Group to Provide Internet Service to the City of Louisville
G. Approval of Agreement with Optiv to Provide Varonis Software to the City of Louisville
H. Approve Adler-Fingru Open Space Public Service Company of Colorado Utility Easement
I. Approval of Contract Between the City of Louisville and Eidos Architects for the SCWTP Administrative Building Architectural Design
J. Approval of First Amendment to Employment Agreement for Interim City Manager
K. Approval of Contract for City Manager Recruitment Services

6. COUNCIL INFORMATIONAL COMMENTS ON PERTINENT ITEMS NOT ON THE AGENDA (Council general comments are scheduled at the end of the Agenda.)

7. CITY MANAGER'S REPORT

8. REGULAR BUSINESS

A. 917 REX STREET LANDMARK AND GRANT REQUEST

i. RESOLUTION NO. 42, SERIES 2024 – A RESOLUTION APPROVING THE LANDMARK DESIGNATION FOR 917 REX STREET, THE WAREMBOURG HOUSE

ii. RESOLUTION NO. 43, SERIES 2024 – A RESOLUTION APPROVING A GRANT REQUEST FOR THE PROPERTY AT 917 REX STREET

- Staff Presentation
- Public Comments (Please limit to three minutes each)
- Council Questions & Comments
- Action

B. RESOLUTION NO. 44, SERIES 2024, A RESOLUTION IN SUPPORT OF A REGIONAL TRANSPORTATION DISTRICT BALLOT MEASURE TO BE SUBMITTED TO THE VOTERS AT THE NOVEMBER 2024 ELECTION

- Staff Presentation
- Public Comments (Please limit to three minutes each)
- Council Questions & Comments
- Action

C. DISCUSSION/DIRECTION – CITY AMENDMENTS TO THE 2021 INTERNATIONAL ENERGY CONSERVATION CODE

- Staff Presentation
- Public Comments (Please limit to three minutes each)
- Council Discussion
- Action

D. ORDINANCE NO. 1883, SERIES 2024, AN ORDINANCE AMENDING THE MUNICIPAL CODE TO REQUIRE RESTAURANTS TO OFFER HEALTHY BEVERAGES IN CHILDREN'S MEALS – 2ND READING – PUBLIC HEARING (advertised *Daily Camera* 9/8/24)

- Mayor Opens Public Hearing
- Staff Presentation
- Public Comments (Please limit to three minutes each)
- Council Questions & Comments
- Additional Public Comments (Please limit to three minutes each)
- Mayor Closes Public Hearing
- Action

E. RESOLUTION NO. 45, SERIES 2024, A RESOLUTION APPROVING A MASTER SERVICES AGREEMENT WITH FLOCK GROUP, INC. FOR LICENSE PLATE DETECTION SOFTWARE AND HARDWARE

- Staff Presentation
- Public Comments (Please limit to three minutes each)
- Council Questions & Comments
- Action

F. ORDINANCE NO. 1882, SERIES 2024, AN ORDINANCE AMENDING LOUISVILLE MUNICIPAL CODE CHAPTERS 2.20 AND 4.02, CONCERNING THE QUASI-JUDICIAL ROLES OF THE OPEN SPACE ADVISORY BOARD AND THE PARKS AND PUBLIC LANDSCAPING ADVISORY BOARD – 2ND READING – PUBLIC HEARING (advertised *Daily Camera* 9/8/24)

- Mayor Opens Public Hearing
- Staff Presentation
- Public Comments (Please limit to three minutes each)
- Council Questions & Comments
- Additional Public Comments (Please limit to three minutes each)
- Mayor Closes Public Hearing
- Action

9. CITY ATTORNEY'S REPORT

10. COUNCIL COMMENTS, COMMITTEE REPORTS, AND IDENTIFICATION OF FUTURE AGENDA ITEMS

11. ADJOURN

ITEMS TENTATIVELY SCHEDULED FOR REGULAR MEETING 10/01/24.

This list is not inclusive; items are subject to change; additional items may be added.

- Discussion/Direction – 2026 Budget
- 2025-2027 Mowing and Landscape Maintenance Contract
- BAP Recycled Photo

CASH ACCOUNT: 001000 101001 WARRANT: 082924 08/29/2024

VENDOR	VENDOR NAME	PURPOSE	AMOUNT
14164	ALPINE BANK	LOAN #5300089001 SOLAR PA	3,729.33
14164	ALPINE BANK	LOAN #5300177601 SOLAR PA	5,429.18
2296	AMANDA PERERA	COMPUTER LOAN	1,145.35
15889	BOULDER RUGBY ATHLETIC CLUB	LABOR DAY PARADE 9/2/24	900.00
15712	BRYAN DUBROW	ENTERTAINMENT 9/6/24	200.00
14621	CHAD ROOT	MILEAGE REIMBURSEMENT 7/8	395.30
1120	COLORADO ANALYTICAL LABORATORY	CITY OF LOUISVILLE CO0107	16.20
1120	COLORADO ANALYTICAL LABORATORY	CITY OF LOUISVILLE CO0107	171.00
1120	COLORADO ANALYTICAL LABORATORY	CITY OF LOUISVILLE CO0107	381.00
1120	COLORADO ANALYTICAL LABORATORY	CITY OF LOUISVILLE CO0107	126.00
1120	COLORADO ANALYTICAL LABORATORY	CITY OF LOUISVILLE CO0107	99.00
1120	COLORADO ANALYTICAL LABORATORY	CITY OF LOUISVILLE CO0107	162.00
1120	COLORADO ANALYTICAL LABORATORY	CITY OF LOUISVILLE CO0107	126.00
15769	CURTIS, JUSTUS, & ZAHEDI, LLC	JULY 2024 FILE #L0031	20,412.00
15523	GOLF GURU LLC	GOLF LESSONS 8/10/24 - 8/	3,334.10
15619	ICON ENGINEERING INC	Through 5/31/24 Storm Wa	14,970.00
14097	L.A.W.S.	2023FordPIUtilityUpfittin	28,760.57
15634	MAUREEN SCHREINER	GOLF LESSONS 8/10/24 - 8/	129.50
14801	MELENDEZ GOLF LLC	GOLF LESSONS 8/10/24 - 8/	2,432.50
99999	HOMELIGHT TITLE	UTILITY REFUND 629 GARFI	70.68
99999	AMANDA STOCKDALE	MILEAGE REIMBURSEMENT 2/2	42.21
14524	PC SOLUTIONS & INTEGRATION INC	ACCT #104472 Switch Repl	3,228.62
14867	REBECCA L BENNETTI	11 STUDENTS FOR WILLMAKER	770.00
15213	RODNEY SAUER	SILENT FILM MOVIE 9/13/24	500.00
15497	SENERGY PETROLEUM LLC	CUST ID #84627	20,091.90
15890	THE LEGENDARY LADIES, INC.	ENTERTAINMENT 9/11/24	300.00
15470	TRITECH SOFTWARE SYSTEMS	CUST #17120 9/6/24-9/5/2	39,359.25
10884	WORD OF MOUTH CATERING INC	LUNCHES SERVED 8/22/24 -	2,337.50

CASH ACCOUNT: 001000 101001 WARRANT: 082924 08/29/2024

VENDOR	VENDOR NAME	PURPOSE	AMOUNT
28 INVOICES		WARRANT TOTAL	149,619.19

CASH ACCOUNT: 001000 101001 WARRANT: 090524 09/05/2024

VENDOR	VENDOR NAME	PURPOSE	AMOUNT
14167	CORY PETERSON	TRAVEL REIMB 8/25/24-8/27	553.57
5255	FAMILY SUPPORT REGISTRY	Payroll Run 1 - Warrant 0	173.53
3070	LL JOHNSON DISTRIBUTING CO	CUST #158907	42.68
3070	LL JOHNSON DISTRIBUTING CO	CUST #158907	249.64
3070	LL JOHNSON DISTRIBUTING CO	CUST #158907	29.93
3070	LL JOHNSON DISTRIBUTING CO	CUST #158907	24.68
3070	LL JOHNSON DISTRIBUTING CO	CUST #158907	52.60
3070	LL JOHNSON DISTRIBUTING CO	CUST #158907	3.39
3070	LL JOHNSON DISTRIBUTING CO	CUST #158907	14.28
3070	LL JOHNSON DISTRIBUTING CO	CUST #158907`	70.97
3070	LL JOHNSON DISTRIBUTING CO	CUST #158907	122.96
3070	LL JOHNSON DISTRIBUTING CO	CUST #158907	943.37
3070	LL JOHNSON DISTRIBUTING CO	CUST #158907	96.42
3070	LL JOHNSON DISTRIBUTING CO	CUST #158907	66.40
3070	LL JOHNSON DISTRIBUTING CO	CUST #158907	57.82
3070	LL JOHNSON DISTRIBUTING CO	CUST #158907	42.25
3070	LL JOHNSON DISTRIBUTING CO	CUST #158907	21.42
3070	LL JOHNSON DISTRIBUTING CO	CUST #158907	85.83
3070	LL JOHNSON DISTRIBUTING CO	CUST #158907	103.63
3070	LL JOHNSON DISTRIBUTING CO	CUST #158907	371.18
3070	LL JOHNSON DISTRIBUTING CO	CUST #158907	20.97
99999	KERRI MILLER	REFUND LOUISVILLE REC CEN	594.00
99999	GERALD PIERCE	REFUND SAFETY BOOTS	149.99
15497	SENERGY PETROLEUM LLC	CUST ID #84628	1,483.64
10884	WORD OF MOUTH CATERING INC	LUNCHES SERVED 8/29/24 -	1,921.25
3875	XCEL ENERGY	ACCT #53-1879600-8	202,865.56
	26 INVOICES	WARRANT TOTAL	210,161.96

CASH ACCOUNT: 001000 101001 WARRANT: 091724 09/17/2024

VENDOR	VENDOR NAME	PURPOSE	AMOUNT
15205	3RD HARMONIC LIVE PRODUCTIONS	BAL DUE 2024 SUMMER CONCE	3,840.00
14121	ACUSHNET COMPANY	Acct #US00002149\US000602	933.46
14121	ACUSHNET COMPANY	Acct #US00002149\US000602	526.04
14121	ACUSHNET COMPANY	Acct #US00002149\US000602	392.00
14121	ACUSHNET COMPANY	Acct #US00002149\US000602	472.66
14121	ACUSHNET COMPANY	Acct #US00002149\US000602	3,101.69
14121	ACUSHNET COMPANY	ACCT #US00002149\US000602	503.72
14121	ACUSHNET COMPANY	ACCT #US00002149\US000602	267.86
14547	ADIDAS AMERICA INC	CUST #38058001	188.00
14547	ADIDAS AMERICA INC	CUST #38058001	60.00
14547	ADIDAS AMERICA INC	CUST #38058001	616.50
14547	ADIDAS AMERICA INC	CUST #38058001	648.00
14547	ADIDAS AMERICA INC	CUST #38058001	45.00
14547	ADIDAS AMERICA INC	CUST #38058001	609.00
14669	AG INVESTIGATIONS LLC	PRE-EMPLOYMENT BACKGROUND	1,100.00
15900	ALLWELL RENTS	RENTALS FOR SENIOR DINNER	1,969.25
11455	APC CONSTRUCTION CO LLC	2024 STREET RESURFACING P	860,877.56
13556	AQUATIC CHEMICAL SOLUTIONS INC	SWIMMING POOL REPAIR	1,950.37
15803	AUSMUS LAW FIRM, P.C.	SEPT 2024 PROSECUTING ATT	1,500.00
500	BAKER AND TAYLOR	ACCT #415337 L121376 4 B0	36.07
500	BAKER AND TAYLOR	ACCT #415337 L121376 4 B0	24.99
500	BAKER AND TAYLOR	ACCT #415337 L121376 4 B0	98.79
500	BAKER AND TAYLOR	ACCT #415337 L121376 4 B0	25.00
500	BAKER AND TAYLOR	ACCT #415337 L121376 4 B0	27.76
15893	BASECAMP LOUISVILLE LLC	HSA GRANT REIMBURSEMENT	9,000.00
640	BOULDER COUNTY	BOULDER COUNTY USE TAX	83,891.12
8371	BOULDER VALLEY SCHOOL DISTRICT	7/4/24 Shuttle Service	2,078.50
8371	BOULDER VALLEY SCHOOL DISTRICT	JULY 2024 CAMP BUSES	1,603.27
1122	BRETSA	INTERPRETATION SERVICES A	88.78
15098	BRIDGE HOUSE	AUG 2024 Ready To Work	15,075.72
15098	BRIDGE HOUSE	AUG 2024 Ready To Work	1,481.88
13344	BROWNS HILL ENGINEERING & CONT	SERVICE WORK PROJ #24-1	1,545.50
13344	BROWNS HILL ENGINEERING & CONT	SERVICE WORK 8/15/24	1,945.50
14096	BUTLER SNOW LLP	REDTAIL RIDGE METRO DISTR	1,787.50

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VENDOR	VENDOR NAME	PURPOSE	AMOUNT
10900	CAROL CREECH	FALL 2024 CARDIO DRUMMING	16.00
248	CDW GOVERNMENT	CUST #5143572WEBCAM FOR M	54.94
248	CDW GOVERNMENT	CUST #5143572 6 MONITORS	1,708.68
248	CDW GOVERNMENT	CUST #5143572 CABLE MGMT	685.85
248	CDW GOVERNMENT	CUST #5143572 ZOOM HARD	-564.72
4025	CINTAS CORPORATION NO. 2	CUST #10389214	249.24
14467	CKC OPERATIONS LLC	2024 Crack Seal Project	96,529.27
14467	CKC OPERATIONS LLC	2024 Crack Seal Project	5,080.49
1120	COLORADO ANALYTICAL LABORATORY	WATER PLANT QUARTERLY IPP	59.40
1120	COLORADO ANALYTICAL LABORATORY	CITY OF LOUISVILLE CO0107	162.00
1120	COLORADO ANALYTICAL LABORATORY	WATER PLANT QUARTERLY IPP	59.40
1120	COLORADO ANALYTICAL LABORATORY	WWTP - REUSE - MONTHLY	184.50
1120	COLORADO ANALYTICAL LABORATORY	WWTP - INFLUENT - MONTHLY	295.20
1120	COLORADO ANALYTICAL LABORATORY	WWTP - CTC LIFT STATION	295.20
1120	COLORADO ANALYTICAL LABORATORY	WWTP - UPSTREAM METALS -	282.60
1120	COLORADO ANALYTICAL LABORATORY	WWTP - EFFLUENT - MONTHLY	189.00
1120	COLORADO ANALYTICAL LABORATORY	WWTP - EFFLUENT - SEMIANN	327.40
1120	COLORADO ANALYTICAL LABORATORY	WWTP - INFLUENT - SEMIANN	268.20
1120	COLORADO ANALYTICAL LABORATORY	WWTP - EFFLUENT - NON-ROU	48.00
1120	COLORADO ANALYTICAL LABORATORY	IPP - KIOSK - ANNUAL	375.30
1120	COLORADO ANALYTICAL LABORATORY	WWTP - EFFLUENT - NON-ROU	93.00
1120	COLORADO ANALYTICAL LABORATORY	IPP - DANONE - MONITORING	106.20
1120	COLORADO ANALYTICAL LABORATORY	WWTP - INFLUENT - WEEKLY	115.20
1120	COLORADO ANALYTICAL LABORATORY	IPP - WTP - SOUTH - ANNUA	247.50
1120	COLORADO ANALYTICAL LABORATORY	IPP - WTP - NORTH - ANNUA	247.50
1120	COLORADO ANALYTICAL LABORATORY	WWTP - INFLUENT - WEEKLY	160.20
1120	COLORADO ANALYTICAL LABORATORY	WWTP - EFFLUENT - NON-ROU	93.00
1120	COLORADO ANALYTICAL LABORATORY	WWTP - SOLIDS - MONTHLY	240.00
1120	COLORADO ANALYTICAL LABORATORY	WWTP - EFFLUENT - NON-ROU	69.00
11264	COLORADO DEPT OF PUBLIC HEALTH	CUST #VC00000000409814	2,806.00
11264	COLORADO DEPT OF PUBLIC HEALTH	CUST #VC00000000411319 2	426.00
11264	COLORADO DEPT OF PUBLIC HEALTH	CUST #VC00000000410981 20	426.00
11264	COLORADO DEPT OF PUBLIC HEALTH	CUST #VC00000000409630 20	115.00
11264	COLORADO DEPT OF PUBLIC HEALTH	CUST #VC00000000409630 2	13,920.00
15611	CONTROLOGY STUDIO LLC	AUGUST 2024 PILATES CLASS	179.20
15414	CORA BRACHO-TROCONIS	AUGUST 2024 CRAFTING CONN	164.50
9973	CPS DISTRIBUTORS INC	ACCT #12010000 IRRIGATIO	130.30
9973	CPS DISTRIBUTORS INC	ACCT #12010000	1,961.19
9973	CPS DISTRIBUTORS INC	ACCT #12010000	980.29
15769	CURTIS, JUSTUS, & ZAHEDI, LLC	AUG 2024 FILE #L0031	15,749.78

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VENDOR	VENDOR NAME	PURPOSE	AMOUNT
15190	DANIEL LASHER	AUG 2024 ASL TRANSLATION	661.64
15036	DAVID J. THROWER	AUG 2024 MUNICIPAL JUDGE	2,800.00
14182	DAWSON INFRASTRUCTURE SOLUTION	Sewer Jetter Repair	5,979.61
11476	DBC IRRIGATION SUPPLY	CUST #1268 IRRIGATION SUP	174.71
11476	DBC IRRIGATION SUPPLY	CUST #1268 IRRIGATION SU	156.92
15382	DELLACAVA/TEBO DEVELOPMENT CO.	1805 HYW 42 #101 OCT 20	5,606.96
15149	DENALI WATER SOLUTIONS LLC	CUST #1120056 2024 WWTP	2,852.47
15149	DENALI WATER SOLUTIONS LLC	CUST #1120056 2024 WWTP	1,982.91
15149	DENALI WATER SOLUTIONS LLC	CUST #1120056 2024 WWTP	1,847.93
15740	DENVER BEVERAGE	JULY 2024 CUST #182	337.68
11142	DESIGN CONCEPTS	JULY 2024 Prof Services-	5,126.60
11142	DESIGN CONCEPTS	JUNE 2024 Prof Services	17,081.15
13950	DIAZ CONSTRUCTION GROUP	'24 STORM SYSTEM MTNC PRO	59,064.43
14531	E3 SIGNS	Wayfinding trail signage	45,443.25
246	GREEN MILL SPORTSMAN CLUB	AUG 2024 OFFICER TRAINING	450.00
13642	HUBER TECHNOLOGY INC	CUST #114276 LONGOPAC B	1,950.00
14176	IMS INFRASTRUCTURE MANAGEMENT	2024 Pvmt Mgmt Svcs & Cur	14,392.50
2615	INGRAM LIBRARY SERVICES INC	ACCT #2050766	176.91
2615	INGRAM LIBRARY SERVICES INC	ACCT #2050766	405.84
2615	INGRAM LIBRARY SERVICES INC	ACCT #2050766	324.75
2615	INGRAM LIBRARY SERVICES INC	ACCT #2050766	265.63
2615	INGRAM LIBRARY SERVICES INC	ACCT #2050766	380.93
2615	INGRAM LIBRARY SERVICES INC	ACCT #2050766	461.22
2615	INGRAM LIBRARY SERVICES INC	ACCT #2050766	1,163.08
2615	INGRAM LIBRARY SERVICES INC	ACCT #2050766	383.01
2615	INGRAM LIBRARY SERVICES INC	ACCT #2050766	300.79
2615	INGRAM LIBRARY SERVICES INC	ACCT #2050766	243.94
2615	INGRAM LIBRARY SERVICES INC	ACCT #2050766	167.84
2615	INGRAM LIBRARY SERVICES INC	ACCT #2050766	374.08
2615	INGRAM LIBRARY SERVICES INC	ACCT #2050766	283.24
2615	INGRAM LIBRARY SERVICES INC	ACCT #2050766	382.21
2615	INGRAM LIBRARY SERVICES INC	ACCT #2050766	418.49
2615	INGRAM LIBRARY SERVICES INC	ACCT #2050766	390.68
2615	INGRAM LIBRARY SERVICES INC	ACCT #2050766	254.34
2615	INGRAM LIBRARY SERVICES INC	ACCT #2050766	268.92
2615	INGRAM LIBRARY SERVICES INC	ACCT #2050766	475.54

CASH ACCOUNT: 001000 101001 WARRANT: 091724 09/17/2024

VENDOR	VENDOR NAME	PURPOSE	AMOUNT
13999	INTEGRAL STEPS	2024 UNCLMN PROP REF, REP	252.00
8622	INTERMOUNTAIN SALES OF DENVER	Utility locator	6,552.00
13778	INVISION GIS LLC	AUG 2024	3,421.25
13778	INVISION GIS LLC	AUG 2024 Professional S	9,126.25
11289	JVA INC	JULY 2024 VAPEX FIELD MEE	204.00
15499	KATHRYN A MIHELIC	AUGUST 2024 PICKLEBALL CO	392.00
2360	KELLY PC	AUGUST 2024 LEGAL SERVICE	69,244.24
14219	KIMLEY-HORN AND ASSOCIATES INC	CO42 Design & ROW	93,188.40
14219	KIMLEY-HORN AND ASSOCIATES INC	JULY 2024 SCWTP Residual	3,677.50
15633	KRISCHE CONSTRUCTION, INC.	PLAYGROUND CONST JOE CARN	9,339.95
15743	KRISTEN POPPE	TAP DANCING 5/1/24-8/28/2	619.50
5432	LOUISVILLE FIRE PROTECTION DIS	AUG 2024 FIRE PROTECTION	1,340.00
15424	MIDWEST CONNECT	CONTRACT #3508-01 ACCT #	758.00
15526	MINES AND ASSOCIATES INC.	EAP 10 SESSION CUST ID	1,788.80
14918	MIZUNO USA INC - NDC	ORDER #SO-7907030-00001	229.07
14918	MIZUNO USA INC - NDC	CUST ACCT #161027	1,957.44
15068	MODERN DAVINCI LLC	STEP MGMT 8/27/24	3,620.00
14768	MOJOS CLEANING SERVICES INC	SEPT 2024 JANITORIAL SERV	33,533.41
14768	MOJOS CLEANING SERVICES INC	AUGUST 2024 JANITORIAL SE	3,300.00
15871	MOROS FABRICATION	Counter tops for rec lock	10,219.00
6427	NORTHERN COLO WATER CONSERVANC	2025 WATER ASSESSMENT	113,738.00
99999	ROBERT MUSSLEWHITE	2024 UNCLMN PROP REF REPL	95.00
99999	RACHEL PERUGGI	2024 UNCLMD PROP REF, REP	21.47
99999	ADELINE COLEMAN	2024 UNCLMN PROP REF, REP	221.14
99999	BRYCE PYSER	2024 UNCLMN PROP REF, REP	137.14
99999	LAND TITLE	2024 UNCLMN PROP REF, REP	62.70
99999	VLADIMIR LEUSKI	2024 UNCLMN PROP REF, REP	138.66
99999	GEORGE LEE	REPL #34156, 34157, 34158	1,125.21
99999	PATRICIA MORGAN	REPLACE PR CK #2069 DATED	491.29
99999	KOKILA SIVA	MARSHALL FIRE USE TAX CR	14,431.07
99999	AMY LONG	REFUND LOUISVILLE REC CEN	44.00
99999	AVANINDRA GUPTA	REFUND LOUISVILLE REC CEN	36.00
99999	BRUCE BENNETT	REFUND LOUISVILLE REC CEN	72.00

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VENDOR	VENDOR NAME	PURPOSE	AMOUNT
99999	BRUCE BRAGDON	REFUND LOUISVILLE REC CEN	34.00
99999	ALEKSANDR DANILOV	REFUND LOUISVILLE REC CEN	36.00
99999	AMANDA ROGERS	REFUND LOUISVILLE REC CEN	42.00
99999	DONALD HUCKSTADT	REFUND LOUISVILLE REC CEN	64.00
99999	RYAN BOYDSTON	REFUND LOUISVILLE REC CEN	60.00
99999	TIMOTHY RODGERS	REFUND LOUISVILLE REC CEN	77.00
99999	LARRY BRASSEM	REFUND LOUISVILLE REC CEN	4.00
99999	STEVEN WITTE	REFUND LOUISVILLE REC CEN	20.00
99999	NANCY DORSCHNER	REFUND LOUISVILLE REC CEN	25.00
99999	CATHERINE LO	REFUND LOUISVILLE REC CEN	18.00
99999	CHRISTINE ONEILL	REFUND LOUISVILLE REC CEN	48.00
99999	RACHEL HIRT	REFUND LOUISVILLE REC CEN	37.75
99999	BETH CASSIDY	REFUND LOUISVILLE REC CEN	100.00
99999	ERIK FAHRENHOLTZ	REFUND LOUISVILLE REC CEN	53.00
99999	CODY SPYKER	REFUND LOUISVILLE REC CEN	60.00
99999	MARTINA KUHAR	REFUND LOUISVILLE REC CEN	42.00
99999	TANYA LAFFERTY	REFUND LOUISVILLE REC CEN	63.00
99999	MARK HASSIG	REFUND LOUISVILLE REC CEN	42.00
99999	LISA LEWIS	REFUND LOUISVILLE REC CEN	42.00
99999	CHRISTINE CABRAL	REFUND LOUISVILLE REC CEN	63.00
99999	JANET KOLE	REFUND LOUISVILLE REC CEN	80.00
99999	ALICIA DUNN	REFUND LOUISVILLE REC CEN	50.00
99999	CRAIG CHAMBERLAIN	REFUND LOUISVILLE REC CEN	94.00
99999	CHERI ENSIGN	REFUND LOUISVILLE REC CEN	63.00
99999	JASON KARR	REFUND LOUISVILLE REC CEN	300.00
99999	ERIC RYTERSKI	REFUND LOUISVILLE REC CEN	78.00
99999	DAVID MILLER	REFUND LOUISVILLE REC CEN	63.00
99999	BARBARA WOOD	REFUND LOUISVILLE REC CEN	79.00
99999	DIANE MEHAN	REFUND LOUISVILLE REC CEN	60.00
99999	MINDY CALIGUIRE	REFUND LOUISVILLE REC CEN	63.00
99999	STEVE DOMENICO	REFUND LOUISVILLE REC CEN	42.00
99999	LAURA WOJTALIK	REFUND LOUISVILLE REC CEN	78.00
99999	ELIANA VAN ETTEN	REFUND LOUISVILLE REC CEN	124.00
99999	RACHEL LEE	REFUND LOUISVILLE REC CEN	65.00
99999	PIPPA ANTUSH	REFUND LOUISVILLE REC CEN	150.00
99999	MICHELLE CUTHBERTSON	REFUND LOUISVILLE REC CEN	60.00
99999	ROBERT DEPPERSCHMIDT	REFUND LOUISVILLE REC CEN	42.00
99999	DAVID NEUMANN	REFUND LOUISVILLE REC CEN	48.75
99999	RAVITTE KENTWORTZ	REFUND LOUISVILLE REC CEN	50.00
99999	TERRY ROBINETTE	REFUND LOUISVILLE REC CEN	29.00
99999	JENNIFER CUBILLAS	REFUND LOUISVILLE REC CEN	78.00
99999	JOHN ELVIG	REFUND LOUISVILLE REC CEN	42.00
99999	LINDSEY ALLEN	REFUND LOUISVILLE REC CEN	28.00
99999	DAN BLANKENSHIP	REFUND LOUISVILLE REC CEN	50.00
99999	CYNDI BAIRD	REFUND LOUISVILLE REC CEN	50.00
99999	STEVE MCKEE	REFUND LOUISVILLE REC CEN	42.00
99999	SENTHIL VIVEKANANDAN	REFUND LOUISVILLE REC CEN	126.00
99999	ALLYSON SHAMBO	REFUND LOUISVILLE REC CEN	78.00
99999	IAN KARPEL	REFUND LOUISVILLE REC CEN	42.00
99999	CHARLES SCHMANSKI	REFUND LOUISVILLE REC CEN	78.00

CASH ACCOUNT: 001000 101001 WARRANT: 091724 09/17/2024

VENDOR	VENDOR NAME	PURPOSE	AMOUNT
99999	JOSEPH SIKORA	REFUND LOUISVILLE REC CEN	60.00
99999	STAN SITKO	REFUND LOUISVILLE REC CEN	68.00
99999	SHUANG WANG	REFUND LOUISVILLE REC CEN	66.00
99999	JAMES WEBSTER	REFUND LOUISVILLE REC CEN	42.00
13649	OVERDRIVE INC	CUST ID #1100-0005 EMAT	12.99
15770	PARK CONSULTING GROUP, INC.	AUG 2024 Consulting Sup	1,200.00
14144	PING INC	CUST #40692	441.44
14675	POINT AND PAY LLC	JULY 2024 CREDIT CARD FEE	9,193.87
15748	PRECISION DATA & FIBER	DATA CABLE INSTALL FOR CA	858.00
13549	PUSH PEDAL PULL INC	Maintenance upkeep on wei	5,459.55
13893	REBECCA TSUI	TAI CHI CLASSES MAY-AUG 2	5,250.00
14844	REPUBLIC SERVICES INC #535	ACCT #3-0535-0109715	5,952.01
14844	REPUBLIC SERVICES INC #535	ACCT #3-0535-9535390	132,797.11
14352	RIVISTAS SUBSCRIPTION SERVICES	PRINT PERIODICALS	2,788.44
14352	RIVISTAS SUBSCRIPTION SERVICES	STAFF BOOK REVIEWS	934.87
14352	RIVISTAS SUBSCRIPTION SERVICES	THE ATLANTIC	109.99
15898	ROBERT MUSSLEWHITE	HISTORIC PRESERVATION GRA	4,000.00
15296	ROCKSOL CONSULTING GROUP INC	6/14/24-7/31/24 ON-CALL	4,547.20
15154	RULE4 INC	Cybersecurity Incident Re	975.00
15154	RULE4 INC	Cybersecurity Incident Re	1,535.52
15594	SIMPLER SYSTEMS, INC	AUGUST 2024 Financial R	1,000.00
15853	SOUTHWEST JCB, INC.	USER TRAINING CUST #458	700.00
15724	STEWART ARCHITECTURE	CONSTRUCTION DOCUMENTS	3,000.00
15793	STURGEON ELECTRIC COMPANY INC.	CUST #29554 PD Basement	14,000.00
14139	SUN MOUNTAIN SPORTS INC	ACCT #8002701	196.50
14139	SUN MOUNTAIN SPORTS INC	ACCT #8002701	-168.00
13708	TAKE A BREAK INC	2024 UNCLMD PROP REFUND -	30.00
15758	TEXTRON E-Z-GO LLC	Cust #700012259 Golf car	1,032.76
15758	TEXTRON E-Z-GO LLC	Cust #700012259 Golf car	390.00
15758	TEXTRON E-Z-GO LLC	Cust #700012259 Golf car	180.00
15758	TEXTRON E-Z-GO LLC	ACCT #700012259	433.50

CASH ACCOUNT: 001000 101001 WARRANT: 091724 09/17/2024

VENDOR	VENDOR NAME	PURPOSE	AMOUNT
7917	THE AQUEOUS SOLUTION INC	BLEACH DELIVERY - MEMORY	115.00
7917	THE AQUEOUS SOLUTION INC	MEMORY BLEACH INJECTION R	42.58
7917	THE AQUEOUS SOLUTION INC	TAYLOR TEST REAGENTS - RE	211.62
13603	TOSHIBA BUSINESS SOLUTIONS INC	CUST #TOB5E4W	164.56
11442	TRAVIS PAINTING & RESTORATION	touch up painting for rec	11,150.00
11087	UNITED SITE SERVICES OF COLORA	CUST ID #DEN-02653	360.00
11087	UNITED SITE SERVICES OF COLORA	CUST ID #DEN-02653	720.00
11087	UNITED SITE SERVICES OF COLORA	CUST ID #DEN-02653	720.00
15560	USABLUEBOOK	CUST #69261	94.39
15560	USABLUEBOOK	CUST #69261	726.00
15560	USABLUEBOOK	CUST #69261	92.79
15560	USABLUEBOOK	CUST #69261 LPM REGULAT	156.30
10960	VANCE BROTHERS INC	2024 Slurry Seal Project	221,679.56
14446	VECTOR DISEASE CONTROL	Testing and spraying for	2,137.96
11053	WATER TECHNOLOGY GROUP	CUST ID #421120 MAINT P	3,897.85
14373	WEIFIELD GROUP CONTRACTING INC	7/25/24 ELECTRICAL SERVIC	2,211.45
14373	WEIFIELD GROUP CONTRACTING INC	7/24/24 ELECTRICAL SERVIC	2,450.00
14373	WEIFIELD GROUP CONTRACTING INC	8/15/24 ELECTRICAL SERVIC	1,127.50
14373	WEIFIELD GROUP CONTRACTING INC	8/20/24 ELECTRICAL SERVI	1,125.00
15891	WESTERN GOLF HOSPITALITY, LLC	UNDER COUNTER FREEZER REP	194.37
14050	YBA SHIRTS INC	CLIENT #1628666 SOCCER	1,199.40
13790	ZAYO GROUP LLC	ACCT #018253 TELECOMMUN	3,935.00
	246 INVOICES	WARRANT TOTAL	2,154,015.57

CITY OF LOUISVILLE

PURCHASE CARD SUMMARY

STATEMENT PERIOD 7/20/24 - 8/20/24

SUPPLIER	SUPPLIER LOCATION	CARDHOLDER	DEPARTMENT	TRANS DATE	AMOUNT
4IMPRINT, INC	4IMPRINT.COM	BARBARA MACFERRIN	HUMAN RESOURCES	07/30/2024	999.57
7SHIFTS	WILMINGTON	DAVID BARIL	GOLF COURSE	08/12/2024	76.99
91789 - DENVER PAVILIO	DENVER	CAMERON FOWLKES	PUBLIC WORKS	08/15/2024	18.00
ABO S PIZZA LOUISVIL	LOUISVILLE	MELISSA TRACY	PUBLIC WORKS	08/16/2024	124.18
ACT*79476AADV-ENDTRIAL	DALLAS	ANIKA VAN WOUDENBERG	REC CENTER	07/25/2024	99.95
ADOBE *ADOBE	4085366000	KURT KOWAR	PUBLIC WORKS	08/08/2024	31.12
ADOBE *ADOBE	4085366000	DEREK COSSON	CITY MANAGER	08/01/2024	79.99
AFP*SFPE ROCKY MOUNTAI	LITTLETON	CHAD ROOT	BUILDING SAFETY	08/15/2024	30.00
AIR CARE COLORADO BROO	BROOMFIELD	MASON THOMPSON	OPERATIONS	08/02/2024	25.50
AIR CARE COLORADO BROO	BROOMFIELD	MASON THOMPSON	OPERATIONS	08/01/2024	25.50
AIR CARE COLORADO BROO	BROOMFIELD	JOSE TORRES	OPERATIONS	08/01/2024	25.50
AIR CARE COLORADO BROO	BROOMFIELD	JOSE TORRES	OPERATIONS	07/31/2024	25.50
AIR CARE COLORADO BROO	BROOMFIELD	JOSE TORRES	OPERATIONS	07/31/2024	25.50
AIR CARE COLORADO BROO	BROOMFIELD	JOSE TORRES	OPERATIONS	07/31/2024	25.50
AIR CARE COLORADO BROO	BROOMFIELD	JOSE TORRES	OPERATIONS	07/31/2024	25.50
AIR CARE COLORADO BROO	BROOMFIELD	JOSE TORRES	OPERATIONS	07/31/2024	25.50
ALLDATA	800-859-3282	MASON THOMPSON	OPERATIONS	08/02/2024	125.00
ALLIANZ TRAVEL INS	8006285404	MINDY OLKJER	PUBLIC WORKS	08/09/2024	23.63
ALLWELL RENTS	303-9357705	IRIS BELENSKY	LIBRARY	08/02/2024	434.41
ALPHA GOLF	CHATSWORTH	DAVID BARIL	GOLF COURSE	07/21/2024	150.77
AMAZON MAR* 112-145081	SEATTLE	LESLIE RINGER	HUMAN RESOURCES	07/21/2024	18.70
AMAZON MARK* RF8Y72OS2	SEATTLE	PEGGY NORRIS	LIBRARY	07/31/2024	22.99
AMAZON MARK* RM17D4OT2	SEATTLE	ABBY MCNEAL	PARKS	08/07/2024	17.55
AMAZON MARK* RM1PQ2YN0	SEATTLE	PEGGY NORRIS	LIBRARY	08/14/2024	8.49
AMAZON MARK* RM2VH7LW1	SEATTLE	KEVIN FREY	FACILITIES	08/08/2024	97.99
AMAZON MARK* RM6T54WB0	SEATTLE	GENEVIEVE KLINE	CITY CLERK	08/13/2024	8.85
AMAZON MARK* RM7DC7RE1	SEATTLE	LESLIE RINGER	HUMAN RESOURCES	08/14/2024	9.66
AMAZON MARK* RM8VW2H71	SEATTLE	PATRICIA MORGAN	REC CENTER	08/12/2024	32.98
AMAZON MARK* RU67O5I02	SEATTLE	PATRICIA MORGAN	REC CENTER	08/18/2024	10.86
AMAZON MARK* RU74P2FM0	SEATTLE	JEFF OWENS	WATER	08/14/2024	160.46
AMAZON MARK* RU9807OT1	SEATTLE	LESLIE RINGER	HUMAN RESOURCES	08/15/2024	6.89
AMAZON MARK* RV4ZW3WC0	SEATTLE	SARA PECK	POLICE	07/31/2024	187.61
AMAZON MKTPL*RF0HL1EF2	AMZN.COM/BILL	IRIS BELENSKY	LIBRARY	08/02/2024	13.88
AMAZON MKTPL*RF23X49J2	AMZN.COM/BILL	SARA PECK	POLICE	08/06/2024	12.98
AMAZON MKTPL*RF2JP3OX1	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	08/02/2024	64.48
AMAZON MKTPL*RF70B8TZ2	AMZN.COM/BILL	LINDSEY WITTY	REC CENTER	08/01/2024	50.67
AMAZON MKTPL*RF79D8200	AMZN.COM/BILL	GABBY MURATTI	PLANNING	08/06/2024	12.99
AMAZON MKTPL*RF7PS4YK1	AMZN.COM/BILL	KIANA FREEMAN	CITY MANAGER	08/08/2024	299.97
AMAZON MKTPL*RF7RY9NH2	AMZN.COM/BILL	VINCENT WRAY	WATER	08/01/2024	55.36

AMAZON MKTPL*RF89F5WO0	AMZN.COM/BILL	BENJAMIN FRANCISCO	OPERATIONS	08/07/2024	49.16
AMAZON MKTPL*RF97E4P01	AMZN.COM/BILL	JEFF OWENS	WATER	08/04/2024	36.76
AMAZON MKTPL*RJ06A4LR1	AMZN.COM/BILL	LESLIE RINGER	HUMAN RESOURCES	07/21/2024	144.32
AMAZON MKTPL*RJ0Y81I90	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	07/24/2024	69.91
AMAZON MKTPL*RJ0Z77S30	AMZN.COM/BILL	GREG VENETTE	WATER	07/23/2024	181.18
AMAZON MKTPL*RJ1YY0XB2	AMZN.COM/BILL	LINDSEY WITTY	REC CENTER	07/22/2024	168.92
AMAZON MKTPL*RJ2JP36W0	AMZN.COM/BILL	JULIE SEYDEL	REC CENTER	07/23/2024	143.85
AMAZON MKTPL*RJ3AN35K2	AMZN.COM/BILL	KEVIN FREY	FACILITIES	07/22/2024	155.10
AMAZON MKTPL*RJ49070Y1	AMZN.COM/BILL	JEFF OWENS	WATER	07/22/2024	635.04
AMAZON MKTPL*RJ6A51GA1	AMZN.COM/BILL	KEVIN FREY	FACILITIES	07/23/2024	38.59
AMAZON MKTPL*RJ7VR9341	AMZN.COM/BILL	JEFF OWENS	WATER	07/22/2024	19.98
AMAZON MKTPL*RJ8CC6UF2	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	07/24/2024	358.50
AMAZON MKTPL*RJ8DK3XB1	AMZN.COM/BILL	KEVIN FREY	FACILITIES	07/23/2024	113.94
AMAZON MKTPL*RJ8GM2P20	AMZN.COM/BILL	HANNAH MILLER	CITY MANAGER	07/21/2024	39.98
AMAZON MKTPL*RJ9P079V2	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	07/24/2024	39.98
AMAZON MKTPL*RJ9VH1CP2	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	07/20/2024	153.58
AMAZON MKTPL*RJ9WB1421	AMZN.COM/BILL	HANNAH MILLER	CITY MANAGER	07/21/2024	19.82
AMAZON MKTPL*RM00T2NS2	AMZN.COM/BILL	BENJAMIN FRANCISCO	OPERATIONS	08/08/2024	119.74
AMAZON MKTPL*RM0TY66V0	AMZN.COM/BILL	TREVOR DEPEW	WATER	08/12/2024	137.76
AMAZON MKTPL*RM14Q7L80	AMZN.COM/BILL	GREG VENETTE	WATER	08/09/2024	79.79
AMAZON MKTPL*RM1760Z81	AMZN.COM/BILL	LINDSEY WITTY	REC CENTER	08/09/2024	24.99
AMAZON MKTPL*RM2660LR1	AMZN.COM/BILL	PAUL BORTH	REC CENTER	08/09/2024	15.99
AMAZON MKTPL*RM2JX6832	AMZN.COM/BILL	MEREDYTH MUTH	CITY MANAGER	08/11/2024	19.98
AMAZON MKTPL*RM2RG2CE1	AMZN.COM/BILL	JULIE SEYDEL	REC CENTER	08/08/2024	85.73
AMAZON MKTPL*RM2WC0620	AMZN.COM/BILL	CATHERINE JEPSON	PARKS	08/12/2024	28.99
AMAZON MKTPL*RM38B09D0	AMZN.COM/BILL	SCOTT MOORE	POLICE	08/13/2024	78.46
AMAZON MKTPL*RM3AO9SW0	AMZN.COM/BILL	JULIE SEYDEL	REC CENTER	08/12/2024	194.32
AMAZON MKTPL*RM3D83MO1	AMZN.COM/BILL	JEFF OWENS	WATER	08/11/2024	412.57
AMAZON MKTPL*RM3MG3GW0	AMZN.COM/BILL	AMANDA PERERA	REC CENTER	08/10/2024	824.87
AMAZON MKTPL*RM4DE5HN0	AMZN.COM/BILL	MASON THOMPSON	OPERATIONS	08/11/2024	55.90
AMAZON MKTPL*RM5118HW2	AMZN.COM/BILL	JULIE SEYDEL	REC CENTER	08/10/2024	314.71
AMAZON MKTPL*RM6MV2OG0	AMZN.COM/BILL	KIANA FREEMAN	CITY MANAGER	08/08/2024	34.17
AMAZON MKTPL*RM6NQ42H2	AMZN.COM/BILL	PATRICIA MORGAN	REC CENTER	08/12/2024	89.75
AMAZON MKTPL*RM6OL7YN2	AMZN.COM/BILL	SARA PECK	POLICE	08/13/2024	11.04
AMAZON MKTPL*RM6U15361	AMZN.COM/BILL	AMANDA PERERA	REC CENTER	08/09/2024	126.48
AMAZON MKTPL*RM82M4JC1	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	08/10/2024	34.99
AMAZON MKTPL*RM83U1HO1	AMZN.COM/BILL	KRISTEN BODINE	LIBRARY	08/12/2024	22.94
AMAZON MKTPL*RM8DS4YV2	AMZN.COM/BILL	SARA PECK	POLICE	08/13/2024	19.99
AMAZON MKTPL*RM8H70RW2	AMZN.COM/BILL	SARA PECK	POLICE	08/13/2024	33.98
AMAZON MKTPL*RM9D37YO0	AMZN.COM/BILL	JULIE SEYDEL	REC CENTER	08/14/2024	9.99
AMAZON MKTPL*RU18X36D1	AMZN.COM/BILL	KEVIN FREY	FACILITIES	08/19/2024	53.85
AMAZON MKTPL*RU2M95P01	AMZN.COM/BILL	AMANDA PERERA	REC CENTER	08/17/2024	208.95
AMAZON MKTPL*RU3PI2Z51	AMZN.COM/BILL	AMANDA PERERA	REC CENTER	08/15/2024	104.93
AMAZON MKTPL*RU43R52H1	AMZN.COM/BILL	KEVIN FREY	FACILITIES	08/19/2024	34.40

AMAZON MKTPL*RU50V1QF2	AMZN.COM/BILL	LINDSEY WITTY	REC CENTER	08/17/2024	140.96
AMAZON MKTPL*RU5MS4J20	AMZN.COM/BILL	TREVOR DEPEW	WATER	08/16/2024	6.99
AMAZON MKTPL*RU6NP5Z62	AMZN.COM/BILL	JULIE SEYDEL	REC CENTER	08/14/2024	36.09
AMAZON MKTPL*RU8YM3XB2	AMZN.COM/BILL	AMANDA PERERA	REC CENTER	08/15/2024	21.71
AMAZON MKTPL*RU9SZ67J1	AMZN.COM/BILL	KATIE BEASLEY	REC CENTER	08/20/2024	147.89
AMAZON MKTPL*RV0UO1VT1	AMZN.COM/BILL	JEFF OWENS	WATER	07/30/2024	40.53
AMAZON MKTPL*RV10G5S10	AMZN.COM/BILL	GABBY MURATTI	PLANNING	07/30/2024	44.10
AMAZON MKTPL*RV19W69Z2	AMZN.COM/BILL	DAVID BARIL	GOLF COURSE	07/29/2024	225.00
AMAZON MKTPL*RV1L19TX1	AMZN.COM/BILL	PATRICIA MORGAN	REC CENTER	07/28/2024	102.17
AMAZON MKTPL*RV3Q121A1	AMZN.COM/BILL	JEFF OWENS	WATER	07/29/2024	19.98
AMAZON MKTPL*RV4QJ78H1	AMZN.COM/BILL	GABBY MURATTI	PLANNING	07/31/2024	44.00
AMAZON MKTPL*RV5JX6C42	AMZN.COM/BILL	MELISSA TRACY	PUBLIC WORKS	07/25/2024	24.99
AMAZON MKTPL*RV6KS1DX2	AMZN.COM/BILL	DAVE TOVEY	IT	07/29/2024	22.49
AMAZON MKTPL*RV6XF0IP2	AMZN.COM/BILL	DAVE TOVEY	IT	07/30/2024	59.29
AMAZON MKTPL*RV8Y918U1	AMZN.COM/BILL	GIGI YANG	LIBRARY	07/31/2024	102.02
AMAZON MKTPL*RV9AO0ZE2	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	07/25/2024	32.13
AMAZON RETA* RM40N7IM0	SEATTLE	LESLIE RINGER	HUMAN RESOURCES	08/13/2024	14.99
AMAZON.COM*R47IQ8FL2	SEATTLE	JULIE SEYDEL	REC CENTER	08/19/2024	19.98
AMAZON.COM*RF45X70E2	SEATTLE	PEGGY NORRIS	LIBRARY	08/02/2024	7.94
AMAZON.COM*RF5NV0Q71	SEATTLE	KELLY THARP	OPERATIONS	08/06/2024	21.27
AMAZON.COM*RF8AK6JM1	SEATTLE	KEVIN FREY	FACILITIES	08/04/2024	125.46
AMAZON.COM*RJ15K3NF1	SEATTLE	KELLY THARP	OPERATIONS	07/21/2024	55.89
AMAZON.COM*RJ8E947E0	SEATTLE	JILL SIEWERT	LIBRARY	07/23/2024	16.64
AMAZON.COM*RM27E8GZ2	SEATTLE	JESSE DEGRAW	REC CENTER	08/09/2024	237.48
AMAZON.COM*RM6G12XB1	SEATTLE	JESSE DEGRAW	REC CENTER	08/11/2024	550.20
AMAZON.COM*RM9KE6YV1	SEATTLE	JILL SIEWERT	LIBRARY	08/14/2024	190.57
AMAZON.COM*RU39F5AY0	SEATTLE	JULIE SEYDEL	REC CENTER	08/16/2024	229.77
AMAZON.COM*RV0251PA2	SEATTLE	LIGEA FERRARO	CITY MANAGER	07/27/2024	45.03
AMERICAN AIRLINES	FORT WORTH	MINDY OLKJER	PUBLIC WORKS	08/09/2024	285.95
AMERICAN COUNCIL ON EX	SAN DIEGO	LINDSEY WITTY	REC CENTER	07/26/2024	129.00
AMERICAN COUNCIL ON EX	SAN DIEGO	LINDSEY WITTY	REC CENTER	07/25/2024	19.95
AMERICAN RED CROSS	800-733-2767	DANNY WEIONSTOCK	REC CENTER	08/15/2024	46.00
AMERICAN RED CROSS	800-733-2767	DANNY WEIONSTOCK	REC CENTER	08/15/2024	27.00
AMERICAN RED CROSS	800-733-2767	DANNY WEIONSTOCK	REC CENTER	08/15/2024	46.00
AMERICAN RED CROSS	800-733-2767	ELI SALO	REC CENTER	08/13/2024	46.00
AMERICAN RED CROSS	800-733-2767	NICK PAPPAS	REC CENTER	08/07/2024	228.00
AMERICAN RED CROSS	800-733-2767	ELI SALO	REC CENTER	07/28/2024	266.00
AMERICAN TARGET COMPAN	DENVER	MIKE MILLER	POLICE	08/15/2024	200.00
AMERICAN WATER WORKS A	DENVER	BENJAMIN FRANCISCO	OPERATIONS	08/08/2024	263.00
AMZN MKTP US*RF9I44YR1	SEATTLE	PATRICIA MORGAN	REC CENTER	08/08/2024	13.48
AMZN MKTP US*RU8PC5CX2	SEATTLE	PATRICIA MORGAN	REC CENTER	08/13/2024	61.37
AMZN MKTP US*RF07Y6JT2	AMZN.COM/BILL	MASON THOMPSON	OPERATIONS	08/01/2024	278.99
AMZN MKTP US*RF1QT63T2	AMZN.COM/BILL	MASON THOMPSON	OPERATIONS	08/01/2024	322.45
AMZN MKTP US*RF3876QN0	AMZN.COM/BILL	KELLY THARP	OPERATIONS	08/05/2024	43.50

AMZN MKTP US*RF5HY4AJ2	AMZN.COM/BILL	KEVIN FREY	FACILITIES	08/02/2024	99.98
AMZN MKTP US*RF9CC7UR1	AMZN.COM/BILL	MASON THOMPSON	OPERATIONS	08/07/2024	23.00
AMZN MKTP US*RJ2UI4B32	AMZN.COM/BILL	LIGEA FERRARO	CITY MANAGER	07/23/2024	139.98
AMZN MKTP US*RJ5R43UT2	AMZN.COM/BILL	SCOTT MOORE	POLICE	07/24/2024	14.95
AMZN MKTP US*RJ6QM4SA2	AMZN.COM/BILL	KEVIN FREY	FACILITIES	07/23/2024	55.90
AMZN MKTP US*RJ7VM7SQ0	AMZN.COM/BILL	DAVID DEAN	GOLF COURSE	07/23/2024	51.07
AMZN MKTP US*RJ93W1861	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	07/24/2024	71.80
AMZN MKTP US*RM0R88U40	AMZN.COM/BILL	TREVOR DEPEW	WATER	08/13/2024	94.83
AMZN MKTP US*RM0XL65I2	AMZN.COM/BILL	TREVOR DEPEW	WATER	08/10/2024	27.50
AMZN MKTP US*RM2GD37P1	AMZN.COM/BILL	DAVID DEAN	GOLF COURSE	08/13/2024	32.99
AMZN MKTP US*RM49I7CW1	AMZN.COM/BILL	MASON THOMPSON	OPERATIONS	08/08/2024	88.00
AMZN MKTP US*RM56M7JN1	AMZN.COM/BILL	PATRICIA MORGAN	REC CENTER	08/09/2024	24.80
AMZN MKTP US*RM5SS7T32	AMZN.COM/BILL	PATRICIA MORGAN	REC CENTER	08/08/2024	48.00
AMZN MKTP US*RM61Z0DG0	AMZN.COM/BILL	AMANDA PERERA	REC CENTER	08/12/2024	33.18
AMZN MKTP US*RM7C083C2	AMZN.COM/BILL	BENJAMIN FRANCISCO	OPERATIONS	08/08/2024	22.00
AMZN MKTP US*RM8448GJ2	AMZN.COM/BILL	TREVOR DEPEW	WATER	08/09/2024	44.98
AMZN MKTP US*RM9YI1EN1	AMZN.COM/BILL	PATRICIA MORGAN	REC CENTER	08/10/2024	15.79
AMZN MKTP US*RU0NR6D82	AMZN.COM/BILL	TANYA SCOTT	FINANCE	08/17/2024	12.99
AMZN MKTP US*RU2631FW0	AMZN.COM/BILL	JEFF OWENS	WATER	08/14/2024	142.78
AMZN MKTP US*RU5KR2TF1	AMZN.COM/BILL	DAVID BARIL	GOLF COURSE	08/16/2024	169.99
AMZN MKTP US*RU7Q26XB2	AMZN.COM/BILL	MASON THOMPSON	OPERATIONS	08/15/2024	30.49
AMZN MKTP US*RV0B456E0	AMZN.COM/BILL	DAVID BARIL	GOLF COURSE	07/30/2024	73.50
AMZN MKTP US*RV2KJ7KZ0	AMZN.COM/BILL	DAVID BARIL	GOLF COURSE	07/31/2024	167.00
AMZN MKTP US*RV5PD69M0	AMZN.COM/BILL	JEFF OWENS	WATER	07/31/2024	187.20
AMZN MKTP US*RV6VM4YN2	AMZN.COM/BILL	VINCENT WRAY	WATER	07/30/2024	57.98
AMZN MKTP US*RV7P877J1	AMZN.COM/BILL	SARA PECK	POLICE	08/01/2024	26.45
AMZN MKTP US*RV7Y92SQ1	AMZN.COM/BILL	LINDSEY WITTY	REC CENTER	07/31/2024	111.06
AMZN MKTP US*RV8EC8NI0	AMZN.COM/BILL	GIGI YANG	LIBRARY	07/26/2024	63.96
APWA CO CHPT	NORTHGLENN	MASON THOMPSON	OPERATIONS	08/08/2024	300.00
ARROWSTAGELINES.COM	OMAHA	KATIE BEASLEY	REC CENTER	07/30/2024	1,247.00
ARROWSTAGELINES.COM	OMAHA	KATIE BEASLEY	REC CENTER	07/23/2024	1,999.00
ATLANTIS CASINO RESORT	RENO	KURT KOWAR	PUBLIC WORKS	07/24/2024	253.99
AMAZON.COM*R470J4ZJ2	AMZN.COM/BILL	JESSE DEGRAW	REC CENTER	08/19/2024	160.11
AMAZON.COM*R47PH7FZ2	AMZN.COM/BILL	TANYA SCOTT	FINANCE	08/19/2024	24.59
AMAZON.COM*RJ04188C1	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	07/24/2024	71.84
AMAZON.COM*RJ3HB3252	AMZN.COM/BILL	TREVOR DEPEW	WATER	07/24/2024	17.99
AMAZON.COM*RJ7R70JU1	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	07/22/2024	53.90
AMAZON.COM*RJ8E26RE2	AMZN.COM/BILL	KEVIN FREY	FACILITIES	07/24/2024	80.98
AMAZON.COM*RJ8RS4181	AMZN.COM/BILL	LIGEA FERRARO	CITY MANAGER	07/23/2024	35.14
AMAZON.COM*RM1ZL2J42	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	08/08/2024	8.92
AMAZON.COM*RM23V22X0	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	08/12/2024	24.08
AMAZON.COM*RM2LG9SU2	AMZN.COM/BILL	JEFF OWENS	WATER	08/11/2024	46.95
AMAZON.COM*RM63689H2	AMZN.COM/BILL	KATIE BEASLEY	REC CENTER	08/12/2024	39.96
AMAZON.COM*RM80P2041	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	08/10/2024	25.97

AMAZON.COM*RU5DN6HM0	AMZN.COM/BILL	DAVID BARIL	GOLF COURSE	08/19/2024	60.90
AMAZON.COM*RU6A65Z42	AMZN.COM/BILL	GENEVIEVE KLINE	CITY CLERK	08/14/2024	54.72
AMAZON.COM*RU80J4E51	AMZN.COM/BILL	DAVID BARIL	GOLF COURSE	08/17/2024	106.28
AMAZON.COM*RV0DY0AP2	AMZN.COM/BILL	MIKE MILLER	POLICE	07/26/2024	38.86
AMAZON.COM*RV5BU7CP1	AMZN.COM/BILL	PATRICIA MORGAN	REC CENTER	07/27/2024	23.78
AMAZON.COM*RV5QG2H32	AMZN.COM/BILL	PATRICIA MORGAN	REC CENTER	07/28/2024	574.10
AMAZON.COM*RV9BE7A52	AMZN.COM/BILL	GIGI YANG	LIBRARY	07/26/2024	36.99
AMAZON.COM*RV9Z04V11	AMZN.COM/BILL	DANIEL WOOLDRIDGE		07/30/2024	35.97
BATTERIES+BULBS #0777	LAFAYETTE	JEFF ROBISON	FACILITIES	07/22/2024	36.90
BESTBUYCOM806954102646	888BESTBUY	LIGEA FERRARO	CITY MANAGER	08/01/2024	53.99
BESTBUYCOM806954102646	888BESTBUY	LIGEA FERRARO	CITY MANAGER	07/31/2024	589.99
BIZWEST-DIGITAL	GREELEY	ROBERT ZUCCARO	PLANNING	08/12/2024	11.00
BLUE GOJI LLC	AUSTIN	LINDSEY WITTY	REC CENTER	08/13/2024	375.00
BLUE GOJI LLC	AUSTIN	LINDSEY WITTY	REC CENTER	08/12/2024	375.00
BLUE GOJI LLC	AUSTIN	LINDSEY WITTY	REC CENTER	08/12/2024	375.00
BOBCAT COMMERCE CITY	COMMERCE CITY	ABBY MCNEAL	PARKS	07/29/2024	143.22
BOSS PRINTING	BROOMFIELD	ROBERT ZUCCARO	PLANNING	08/01/2024	582.12
BOSS PRINTING	BROOMFIELD	ROBERT ZUCCARO	PLANNING	07/21/2024	325.36
BOULDER PANDR	BOULDER	GINGER CROSS	GOLF COURSE	08/12/2024	20.00
BUTTERFLY PAVILION ONL	WESTMINSTER	ANIKA VAN WOUDENBERG	REC CENTER	07/25/2024	14.40
CA-NV SECTION, AWWA	RANCHO CUCAMO	MINDY OLKJER	PUBLIC WORKS	07/23/2024	630.00
CENTER COPY PRINTING	303-4406000	JULIE GLASER	FINANCE	08/13/2024	685.57
CENTER COPY PRINTING	303-4406000	LIGEA FERRARO	CITY MANAGER	07/31/2024	42.88
CENTER COPY PRINTING	303-4406000	GABBY MURATTI	PLANNING	07/24/2024	47.88
CENTER COPY PRINTING	303-4406000	MELISSA TRACY	PUBLIC WORKS	07/23/2024	42.88
CENTER COPY PRINTING	303-4406000	DEREK COSSON	CITY MANAGER	07/19/2024	582.00
CENTERCOPYPRINTING	BOULDER	MARLA OLSON	PARKS	08/17/2024	106.20
CENTERCOPYPRINTING	BOULDER	MELISSA TRACY	PUBLIC WORKS	07/24/2024	42.88
CENTURYLINK LUMEN	800-244-1111	TANYA SCOTT	FINANCE	07/24/2024	960.43
CHILDHEALTHCONNECTION	FORT COLLINS	AMANDA PERERA	REC CENTER	08/16/2024	80.00
CHIPOTLE 0114	LOUISVILLE	AMANDA PERERA	REC CENTER	08/01/2024	9.70
CHIPOTLE ONLINE	CHIPOTLE.COM	AMANDA PERERA	REC CENTER	08/01/2024	110.14
CHOICE SCREENING INC.	720-9747878	LESLIE RINGER	HUMAN RESOURCES	08/01/2024	463.00
CLUBCONNECT	9136615569	LINDSEY WITTY	REC CENTER	08/01/2024	149.00
CO DEPT OF PUBLIC HEAL	DENVER	BENJAMIN FRANCISCO	OPERATIONS	07/19/2024	41.63
CO DRIVER SERVI EMV	DENVER	RICHARD RESENDEZ	OPERATIONS	08/09/2024	12.17
CO DRIVER SERVI EMV	DENVER	RICHARD RESENDEZ	OPERATIONS	08/09/2024	12.17
CO DRIVER SERVI EMV	DENVER	RICHARD RESENDEZ	OPERATIONS	08/09/2024	12.17
CO PARK* CO	WHEAT RIDGE	ADAM BLACKMORE	PARKS	08/05/2024	10.00
COAL CREEK ACE HARDWAR	LOUISVILLE	NICK PAPPAS	REC CENTER	08/12/2024	12.99
COAL CREEK ACE HARDWAR	LOUISVILLE	NICK PAPPAS	REC CENTER	08/12/2024	25.98
COAL CREEK ACE HARDWAR	LOUISVILLE	AARON GRANT	PARKS	08/12/2024	44.99
COAL CREEK ACE HARDWAR	LOUISVILLE	KEVIN FREY	FACILITIES	08/01/2024	151.98
COAL CREEK ACE HARDWAR	LOUISVILLE	NATHANIEL GOECKNER	PARKS	07/31/2024	23.98

COAL CREEK ACE HARDWAR	LOUISVILLE	BENJAMIN WHITE-PATARIN	PARKS	07/30/2024	44.97
COAL CREEK ACE HARDWAR	LOUISVILLE	NICHOLAS POTOPCHUK	PARKS	07/30/2024	113.96
COAL CREEK ACE HARDWAR	LOUISVILLE	NICHOLAS POTOPCHUK	PARKS	07/30/2024	23.07
COLORADO ANALYTICAL	BRIGHTON	MELISSA TRACY	PUBLIC WORKS	08/12/2024	113.60
COLORADO ANALYTICAL	BRIGHTON	MELISSA TRACY	PUBLIC WORKS	07/24/2024	841.51
COLORADO BROADCASTERS	720-536-5427	SARA PECK	POLICE	08/09/2024	150.00
COLORADO CWP	719-5456748	TREVOR DEPEW	WATER	07/30/2024	50.00
COLORADO CWP	719-5456748	JEFFREY ROBINET	OPERATIONS	07/29/2024	50.00
COLORADO CWP	719-5456748	JEFFREY ROBINET	OPERATIONS	07/29/2024	50.00
COLORADO GOLF AND TURF	303-761-3332	DAVID DEAN	GOLF COURSE	08/09/2024	36.18
COLORADO GOLF AND TURF	303-761-3332	DAVID DEAN	GOLF COURSE	08/09/2024	74.51
COLORADO GOLF AND TURF	303-761-3332	DAVID DEAN	GOLF COURSE	08/07/2024	61.07
COLORADO GOLF AND TURF	303-761-3332	DAVID DEAN	GOLF COURSE	08/06/2024	214.30
COLORADO GOLF AND TURF	303-761-3332	DAVID DEAN	GOLF COURSE	07/22/2024	344.51
COLORADO GOLF ASSN	303-3664653	PAMELA PETERSON-HOHS	GOLF COURSE	08/05/2024	86.00
COLORADO OPEN SPACE	DENVER	KAYLA CORCELLI	PARKS	08/13/2024	350.00
COLORADO OPEN SPACE	DENVER	NICHOLAS POTOPCHUK	PARKS	08/07/2024	350.00
COLORADO OPEN SPACE	DENVER	NATHANIEL GOECKNER	PARKS	08/01/2024	350.00
COLORADO OPEN SPACE	DENVER	MARC MORTON	PARKS	07/30/2024	350.00
COLORADO OPEN SPACE	DENVER	JACOB MARINKOVICH	PARKS	07/26/2024	350.00
COLORADO OPEN SPACE	DENVER	BRENDON MEILI	PARKS	07/25/2024	350.00
COLT'S MANUFACTURING	WEST HARTFORD	BENJAMIN KURTZ	POLICE	07/25/2024	550.00
COMCAST CABLE COMM	800-COMCAST	SHARON NEMECHEK	LIBRARY	08/13/2024	111.95
COMCAST CABLE COMM	800-COMCAST	RAFAEL GUTIERREZ	POLICE	08/13/2024	49.95
COMCAST CABLE COMM	800-COMCAST	MARLA OLSON	PARKS	07/28/2024	458.63
COMCAST DENVER	800-266-2278	JILL SIEWERT	LIBRARY	08/13/2024	129.89
COMCAST DENVER	800-266-2278	PAMELA PETERSON-HOHS	GOLF COURSE	08/10/2024	115.00
COMCAST DENVER	800-266-2278	LESLIE RINGER	HUMAN RESOURCES	07/25/2024	465.73
COMFORT INNS	RIFLE	CHAD ROOT	BUILDING SAFETY	08/16/2024	138.00
COMFORT INNS	RIFLE	CHAD ROOT	BUILDING SAFETY	08/14/2024	356.34
CONCENTRA INC	MECHANICSBURG	LESLIE RINGER	HUMAN RESOURCES	08/19/2024	181.00
CONCENTRA INC	MECHANICSBURG	LESLIE RINGER	HUMAN RESOURCES	07/29/2024	181.00
CONCENTRA INC	MECHANICSBURG	LESLIE RINGER	HUMAN RESOURCES	07/24/2024	611.00
CONTAINERSTOREFLATIRON	BROOMFIELD	REBECCA STORES	REC CENTER	08/12/2024	157.84
CREXI	LOS ANGELES	VANESSA ZARATE	PLANNING	08/02/2024	946.67
CROWN AWARDS INC	HAWTHORNE	JOHN ZAMORA	LIBRARY	08/16/2024	105.11
CROWN AWARDS INC	HAWTHORNE	JOHN ZAMORA	LIBRARY	08/07/2024	856.40
DBC IRRIGATION SUPPLY	BROOMFIELD	VICKIE ILKO	OPERATIONS	07/30/2024	217.41
DELTA	DELTA.COM	ABBY MCNEAL	PARKS	08/14/2024	286.95
DENVER BEVERAGE	DENVER	SARA PECK	POLICE	07/24/2024	774.55
DENVER POST CIRCULATIO	DENVER	GENEVIEVE KLINE	CITY CLERK	07/22/2024	3.00
DISCOUNTSCH 8006272829	800-482-5846	AMANDA PERERA	REC CENTER	08/06/2024	19.96
DISCOUNTSCH 8006272829	800-482-5846	AMANDA PERERA	REC CENTER	08/03/2024	1,067.45
DNH*GODADDY#3041241666	480-505-8855	DANIEL WOOLDRIDGE		08/05/2024	199.90

DOLLARTREE	LOUISVILLE	REBECCA STORES	REC CENTER	08/14/2024	16.25
DOLLARTREE	LOUISVILLE	PAMELA LEMON	REC CENTER	08/06/2024	138.75
DOLLARTREE	LOUISVILLE	AMANDA PERERA	REC CENTER	07/24/2024	37.50
DOMINO'S 6286	LOUISVILLE	MELISSA TRACY	PUBLIC WORKS	07/30/2024	48.95
DOMINO'S 6286	LOUISVILLE	DAVID BARIL	GOLF COURSE	07/19/2024	116.17
DONORBOX PLATFORM	ALEXANDRIA	GIGI YANG	LIBRARY	08/03/2024	.59
DROPBOX*VPCP1GMBPR68	DROPBOX.COM	GINGER CROSS	GOLF COURSE	08/04/2024	119.88
E 470 EXPRESS TOLLS	AURORA	BENJAMIN FRANCISCO	OPERATIONS	08/13/2024	42.17
E 470 EXPRESS TOLLS	AURORA	BENJAMIN FRANCISCO	OPERATIONS	08/02/2024	14.70
ECONOMIC DEVELOPERS CO	PALISADE	VANESSA ZARATE	PLANNING	07/26/2024	550.00
ELDORADO ARTESIAN SPRI	LOUISVILLE	LESLIE RINGER	HUMAN RESOURCES	08/01/2024	43.80
EZCATEROLIVE GARDEN	8004881803	BARBARA MACFERRIN	HUMAN RESOURCES	07/23/2024	215.27
EZCATERORGANIC SANDWI	8004881803	MINDY OLKJER	PUBLIC WORKS	08/08/2024	93.36
FASTENAL COMPANY 01COB	LAFAYETTE	MASON THOMPSON	OPERATIONS	08/09/2024	637.71
FASTENAL COMPANY 01COB	LAFAYETTE	KATHLEEN D LORENZO	PARKS	07/24/2024	7.39
FASTSIGNS 371501	BROOMFIELD	ROBERT ZUCCARO	PLANNING	08/19/2024	574.07
FASTSIGNS 371501	BROOMFIELD	ROBERT ZUCCARO	PLANNING	08/12/2024	333.25
FASTSIGNS 371501	BROOMFIELD	ANDY ELLIS	PARKS	08/06/2024	80.00
FASTSIGNS 371501	BROOMFIELD	ROBERT ZUCCARO	PLANNING	08/01/2024	195.29
FASTSIGNS 371501	BROOMFIELD	ROBERT ZUCCARO	PLANNING	08/01/2024	105.29
FASTSIGNS 371501	BROOMFIELD	KEN MATHEWS	OPERATIONS	07/29/2024	50.00
FASTSIGNS 371501	BROOMFIELD	ROBERT ZUCCARO	PLANNING	07/19/2024	195.29
FEDEX OFFIC74200007427	LOUISVILLE	GIGI YANG	LIBRARY	08/19/2024	464.54
FEDEX OFFIC74200007427	LOUISVILLE	SARA PECK	POLICE	08/19/2024	4.58
FEDEX OFFIC74200007427	LOUISVILLE	SARA PECK	POLICE	08/12/2024	36.17
FEDEX OFFIC74200007427	LOUISVILLE	SARA PECK	POLICE	07/31/2024	109.04
FEDEX OFFIC74200007427	LOUISVILLE	TREVOR DEPEW	WATER	07/29/2024	75.15
FEDEX OFFIC74200007427	LOUISVILLE	SARA PECK	POLICE	07/22/2024	219.64
FEDEX278073926367	COLLIERVILLE	SARA PECK	POLICE	08/08/2024	32.65
FIRST CHOICE-BOYER S C	303-9649400	LIGEA FERRARO	CITY MANAGER	07/25/2024	182.80
FIRST CHOICE-BOYER S C	303-9649400	GREG VENETTE	WATER	07/25/2024	173.12
FIRST CHOICE-BOYER S C	303-9649400	DAVID DEAN	GOLF COURSE	07/25/2024	148.92
FLOWCODE PRO	NEW YORK	DEREK COSSON	CITY MANAGER	08/03/2024	95.00
FODOR BILLIARDS-N DENV	THORNTON	KATHY MARTIN	REC CENTER	08/09/2024	1,400.00
FSP*BLASTER BOUNCER DE	DENVER	IRIS BELENSKY	LIBRARY	07/29/2024	260.29
FSP*CGFOA	BOULDER	TRAVIS ANDERSON	SALES TAX	07/19/2024	65.00
FSP*CGFOA	BOULDER	TRAVIS ANDERSON	SALES TAX	07/19/2024	35.00
FUN EXPRESS	OMAHA	AMANDA PERERA	REC CENTER	08/16/2024	348.90
FAT CATS WESTMINSTER	WESTMINSTER	ANIKA VAN WOUDENBERG	REC CENTER	07/31/2024	119.88
FAT CATS WESTMINSTER	WESTMINSTER	ANIKA VAN WOUDENBERG	REC CENTER	07/26/2024	299.70
G & G EQUIPMENT	FREDERICK	DARRICK LAYTON	PARKS	07/23/2024	198.04
GAYLORD OPRYLAND	720-452-6900	PATRICIA MORGAN	REC CENTER	07/26/2024	406.08
GAYLORD OPRYLAND	720-452-6900	KATHY MARTIN	REC CENTER	07/26/2024	203.04
GAYLORD OPRYLAND	720-452-6900	KATIE TOFTE	REC CENTER	07/26/2024	406.08

GOLF AND SPORT SOLUTIO	LA SALLE	DAVID DEAN	GOLF COURSE	08/13/2024	528.40
GOLF AND SPORT SOLUTIO	LA SALLE	DAVID DEAN	GOLF COURSE	08/13/2024	452.26
GOLF AND SPORT SOLUTIO	LA SALLE	DAVID DEAN	GOLF COURSE	07/30/2024	438.46
GOLF AND SPORT SOLUTIO	LA SALLE	DAVID DEAN	GOLF COURSE	07/25/2024	519.16
GOLF AND SPORT SOLUTIO	LA SALLE	DAVID DEAN	GOLF COURSE	07/25/2024	507.05
GOVERNMENT FINANCE OFF	CHICAGO	KIMBERLY BAKER	FINANCE	08/09/2024	50.00
GRAINGER	LAKE FOREST	TREVOR DEPEW	WATER	08/19/2024	52.81
GRAINGER	LAKE FOREST	TREVOR DEPEW	WATER	08/19/2024	280.38
GRAINGER	LAKE FOREST	TREVOR DEPEW	WATER	07/30/2024	557.88
GRAINGER	LAKE FOREST	TREVOR DEPEW	WATER	07/30/2024	6.75
GRAINGER	LAKE FOREST	JEFF OWENS	WATER	07/24/2024	264.67
GRAINGER	LAKE FOREST	DAVID DEAN	GOLF COURSE	07/24/2024	93.51
GRANT WRITING USA	ATASCADERO	JEFF FISHER	POLICE	07/29/2024	495.00
GREEN CO2 SYSTEMS	970-482-0203	DANIEL BIDLEMEN	REC CENTER	08/08/2024	195.72
GREEN CO2 SYSTEMS	970-482-0203	DANIEL BIDLEMEN	REC CENTER	08/07/2024	766.68
GREEN CO2 SYSTEMS	970-482-0203	DANIEL BIDLEMEN	REC CENTER	08/06/2024	983.88
GREEN CO2 SYSTEMS	970-482-0203	DANIEL BIDLEMEN	REC CENTER	08/05/2024	881.48
GREEN SPOT INC	LONGMONT	LUKE LAYTON	PARKS	08/07/2024	740.00
HILLYARD INC DENVER	DENVER	PAMELA PETERSON-HOHS	GOLF COURSE	08/09/2024	101.04
HILLYARD INC DENVER	DENVER	PAMELA PETERSON-HOHS	GOLF COURSE	07/29/2024	455.68
HOBBY-LOBBY #0030	WESTMINSTER	LANA FAUVER	REC CENTER	07/19/2024	44.77
HOMEDEPOT.COM	800-430-3376	PAUL BORTH	REC CENTER	08/07/2024	330.97
HOMEDEPOT.COM	800-430-3376	PAUL BORTH	REC CENTER	08/01/2024	303.75
HYATT HOTELS	AVON	VANESSA ZARATE	PLANNING	07/24/2024	243.98
ICMA ONLINE	2022894262	KURT KOWAR	PUBLIC WORKS	08/09/2024	1,625.00
ICMA ONLINE	2022894262	SAMMA FOX	CITY MANAGER	07/22/2024	55.00
IN *ARROWHEAD AWARDS,	303-4479407	GENEVIEVE KLINE	CITY CLERK	08/13/2024	50.00
IN *CUSTOM FLAG COMPAN	303-4311117	SHARON NEMECHEK	LIBRARY	08/02/2024	57.00
IN *JAMES VAUGHAN	720-3053500	DANIEL BIDLEMEN	REC CENTER	08/15/2024	950.00
IN *KAISER LOCK & KEY	LOUISVILLE	STEVEN HUIZENGA	PARKS	08/05/2024	11.00
IN *KAISER LOCK & KEY	LOUISVILLE	TREVOR DEPEW	WATER	08/02/2024	65.00
IN *LANGUAGEUSA, INC.	713-7833800	DEREK COSSON	CITY MANAGER	08/02/2024	90.00
IN *SMARTFORCE	303-8006998	SARA PECK	POLICE	08/07/2024	479.40
IN *WYLD ENDURANCE	207-9305484	PAUL BORTH	REC CENTER	08/06/2024	659.80
IN *WYLD ENDURANCE	800-262-3246	PAUL BORTH	REC CENTER	08/02/2024	742.00
INSTANT IMPRINTS LOUIS	LOUISVILLE	BARBARA MACFERRIN	HUMAN RESOURCES	07/25/2024	300.44
INSTANT IMPRINTS LOUIS	LOUISVILLE	BARBARA MACFERRIN	HUMAN RESOURCES	07/24/2024	700.00
INSTANT IMPRINTS LOUIS	LOUISVILLE	BARBARA MACFERRIN	HUMAN RESOURCES	07/22/2024	780.00
INT'L CODE COUNCIL INC	888-422-7233	RANDY DEWITZ	BUILDING SAFETY	08/18/2024	305.00
INT'L CODE COUNCIL INC	888-422-7233	RANDY DEWITZ	BUILDING SAFETY	08/04/2024	305.00
INTERMOUNTAIN SAFETY	GOLDEN	JEFF OWENS	WATER	08/12/2024	75.00
JAX - 06	LAFAYETTE	JACOB MARINKOVICH	PARKS	08/07/2024	118.23
JAX - 06	LAFAYETTE	NICHOLAS POTOPCHUK	PARKS	07/31/2024	85.52
JAX - 06	LAFAYETTE	MARC MORTON	PARKS	07/31/2024	85.52

JOHNS TABLE KITCHEN &	LOUISVILLE	CHAD ROOT	BUILDING SAFETY	07/30/2024	52.80
KEYSTONE RESORTS	BROOMFIELD	TANYA SCOTT	FINANCE	07/24/2024	1,382.30
KING SOOPERS #0013	LOUISVILLE	PATRICIA MORGAN	REC CENTER	08/14/2024	89.99
KING SOOPERS #0013	LOUISVILLE	LIGEA FERRARO	CITY MANAGER	08/13/2024	61.86
KING SOOPERS #0013	LOUISVILLE	JILL SIEWERT	LIBRARY	08/12/2024	19.28
KING SOOPERS #0013	LOUISVILLE	NATHANIEL GOECKNER	PARKS	08/09/2024	7.28
KING SOOPERS #0013	LOUISVILLE	PATRICIA MORGAN	REC CENTER	08/02/2024	44.95
KING SOOPERS #0013	LOUISVILLE	DANNY WEIONSTOCK	REC CENTER	08/01/2024	36.00
KING SOOPERS #0013	LOUISVILLE	KATIE BEASLEY	REC CENTER	08/01/2024	125.36
KING SOOPERS #0013	LOUISVILLE	GRACE JOHNSON	CITY MANAGER	08/01/2024	27.96
KING SOOPERS #0013	LOUISVILLE	JILL SIEWERT	LIBRARY	07/30/2024	47.97
KING SOOPERS #0013	LOUISVILLE	NICHOLAS POTOPCHUK	PARKS	07/30/2024	16.97
KING SOOPERS #0013	LOUISVILLE	PATRICIA MORGAN	REC CENTER	07/24/2024	16.00
KING SOOPERS #0013	LOUISVILLE	GRACE JOHNSON	CITY MANAGER	07/25/2024	39.94
KING SOOPERS #0013	LOUISVILLE	PATRICIA MORGAN	REC CENTER	07/25/2024	91.08
KING SOOPERS #0013	LOUISVILLE	LIGEA FERRARO	CITY MANAGER	07/24/2024	4.66
KING SOOPERS #0013	LOUISVILLE	BENJAMIN WHITE-PATARIN	PARKS	07/24/2024	8.98
KING SOOPERS #0013	LOUISVILLE	AMANDA PERERA	REC CENTER	07/24/2024	24.98
KING SOOPERS #0013	LOUISVILLE	LIGEA FERRARO	CITY MANAGER	07/24/2024	70.41
KING SOOPERS #0013	LOUISVILLE	PATRICIA MORGAN	REC CENTER	07/23/2024	60.39
KING SOOPERS #0013	LOUISVILLE	BARBARA MACFERRIN	HUMAN RESOURCES	07/23/2024	37.96
KING SOOPERS #0013	LOUISVILLE	BARBARA MACFERRIN	HUMAN RESOURCES	07/22/2024	33.46
KING SOOPERS #0013	LOUISVILLE	PATRICIA MORGAN	REC CENTER	07/19/2024	47.71
KINGDOM PLAYROOM	BLACKBURN NOR	LARISSA HOFFMAN	REC CENTER	08/16/2024	46.00
LAFAYETTE LUMBER	LAFAYETTE	JACOB MARINKOVICH	PARKS	07/22/2024	683.00
LANDS END BUS OUTFITTE	DODGEVILLE	JEN KENNEY	POLICE	08/07/2024	212.17
LARSON ELECTRONICS LLC	903-2701205	DANIEL WOOLDRIDGE		08/13/2024	688.95
LES MILLS US TRADING	CHICAGO	LINDSEY WITTY	REC CENTER	08/10/2024	389.00
LL JOHNSON DIST CO	DENVER	DAVID DEAN	GOLF COURSE	08/02/2024	186.30
LOWES #03444*	ERIE	JACOB MARINKOVICH	PARKS	08/08/2024	5.08
LOWES #03444*	ERIE	JACOB MARINKOVICH	PARKS	08/08/2024	180.28
LOWES #03444*	ERIE	TREVOR DEPEW	WATER	07/19/2024	159.00
LOWES #03444*	ERIE	JACOB MARINKOVICH	PARKS	07/19/2024	350.40
LOWES #03444*	ERIE	TREVOR DEPEW	WATER	07/19/2024	135.17
LAMARS DONUTS #45	LOUISVILLE	AUSTIN BROWN	CITY MANAGER	07/25/2024	54.97
MAKESTICKERS.COM	708-584-3976	IRIS BELENSKY	LIBRARY	08/03/2024	123.84
MCGUCKIN HARDWARE	BOULDER	NATHANIEL GOECKNER	PARKS	08/06/2024	74.95
METAL SUPERMARKETS WHE	GOLDEN	JOSEPH CAMPANA	OPERATIONS	08/07/2024	194.89
MICROAGE	PHOENIX	LIGEA FERRARO	CITY MANAGER	08/14/2024	2,367.00
MICROAGE	PHOENIX	LIGEA FERRARO	CITY MANAGER	08/14/2024	625.00
MILE HIGH GOLF CARS FR	FREDERICK	DAVID BARIL	GOLF COURSE	08/13/2024	1,601.52
MILE HIGH TURFGRASS LL	EVERGREEN	DAVID DEAN	GOLF COURSE	08/11/2024	1,925.00
MODEL AQUATIC HEALTH C	MARICOPA	LINDSEY WITTY	REC CENTER	07/29/2024	15.60
MODEL AQUATIC HEALTH C	MARICOPA	LINDSEY WITTY	REC CENTER	07/25/2024	15.60

MODEL AQUATIC HEALTH C	MARICOPA	LINDSEY WITTY	REC CENTER	07/25/2024	15.60
MORRELL PRINTING SOLUT	LAFAYETTE	LIGEA FERRARO	CITY MANAGER	08/01/2024	30.00
MORRELL PRINTING SOLUT	LAFAYETTE	LIGEA FERRARO	CITY MANAGER	07/29/2024	60.00
MORRELL PRINTING SOLUT	LAFAYETTE	GIGI YANG	LIBRARY	07/26/2024	946.80
NAPA AUTO 0025122	BOULDER	TANYA SCOTT	FINANCE	08/19/2024	2,464.98
NAPA AUTO 0025122	BOULDER	TANYA SCOTT	FINANCE	07/22/2024	2,499.59
NETA	MINNEAPOLIS	LINDSEY WITTY	REC CENTER	07/24/2024	35.00
NORTHWEST PARKWAY LLC	303-9262500	TANYA SCOTT	FINANCE	07/24/2024	13.85
NPC*NEW PIG CORP	800-468-4647	VICKIE ILKO	OPERATIONS	07/31/2024	360.46
NRPA OPERATING	ASHBURN	ABBY MCNEAL	PARKS	07/24/2024	521.00
OFFICE DEPOT #170	BOULDER	DAVID BARIL	GOLF COURSE	08/07/2024	7.60
ORG SUB FEE	SAN FRANCISCO	DEREK COSSON	CITY MANAGER	07/23/2024	29.00
OTC BRANDS *800-875-8	800-2280475	LARISSA HOFFMAN	REC CENTER	08/01/2024	369.32
O`TOOLE`S GARDEN CENTE	BROOMFIELD	SANDRA GROW	GOLF COURSE	08/11/2024	89.44
PARTSELECT.COM	MIDVALE	KEVIN FREY	FACILITIES	08/19/2024	101.26
PAYFLOW/PAYPAL	LAVISTA	TANYA SCOTT	FINANCE	08/02/2024	19.95
PAYFLOW/PAYPAL	LAVISTA	TANYA SCOTT	FINANCE	08/02/2024	59.95
PAYPAL *COLORADOWEE	4029357733	CATHERINE JEPSON	PARKS	08/01/2024	298.00
PAYPAL *INDIGOWATER	4029357733	RENEE LEWELLYN	OPERATIONS	08/08/2024	70.00
PAYPAL *JOHNSTONESU	5034199108	MATTHEW ROWE	FACILITIES	08/06/2024	47.00
PAYPAL *JUMPSTARTTE	4029357733	JEFFREY ROBINET	OPERATIONS	07/29/2024	75.00
PAYPAL *RAMBLERRANC	4029357733	PATRICIA MORGAN	REC CENTER	07/17/2024	500.00
PAYPAL *RM FBINAA	4029357733	RAFAEL GUTIERREZ	POLICE	08/05/2024	395.00
PC SERVICE SPECIALISTS	DENVER	MINDY OLKJER	PUBLIC WORKS	07/30/2024	95.00
PIONEER SAND CO 15	BROOMFIELD	JOSEPH CAMPANA	OPERATIONS	08/12/2024	456.25
PIONEER SAND CO 15	BROOMFIELD	KATHLEEN D LORENZO	PARKS	08/08/2024	156.33
PRAIRIE MOUNTAIN MEDIA	BOULDER	TANYA SCOTT	FINANCE	08/19/2024	3,574.12
PRAIRIE MOUNTAIN MEDIA	BOULDER	SARA PECK	POLICE	08/07/2024	20.00
PSI SERVICES LLC USD	8188476180	TREVOR DEPEW	WATER	08/06/2024	104.00
PUKKA INC	SAGECC@PUKKAI	DAVID DEAN	GOLF COURSE	07/22/2024	271.74
PY *STORQUEST-LOUISVIL	LOUISVILLE	GIGI YANG	LIBRARY	07/30/2024	429.00
PY *SWEET COW LOUISVIL	LOUISVILLE	KATIE BEASLEY	REC CENTER	08/03/2024	481.20
PET SCOOP	DENVER	ABBY MCNEAL	PARKS	08/02/2024	558.00
QDOBA 2526 ONLINE	720-890-7877	LIGEA FERRARO	CITY MANAGER	07/25/2024	560.60
QED, INC	BROOMFIELD	KEVIN FREY	FACILITIES	08/01/2024	121.00
RAINEDOUT	LEESBURG	DANNY WEIONSTOCK	REC CENTER	08/09/2024	10.00
RAINEDOUT	LEESBURG	DANNY WEIONSTOCK	REC CENTER	08/08/2024	10.00
RED WING SHOES #424	LONGMONT	MARC MORTON	PARKS	08/02/2024	220.00
RMSAWWA	DENVER	MELISSA TRACY	PUBLIC WORKS	08/14/2024	600.00
RMSAWWA	DENVER	TREVOR DEPEW	WATER	08/06/2024	90.00
ROCKY MOUNTAIN TACTICA	BROOMFIELD	JOHN BROOKS	POLICE	07/25/2024	236.90
ROCKY MTN RANGER ASSOC	DENVER	NICHOLAS POTOPCHUK	PARKS	08/12/2024	25.00
ROCKY MTN RANGER ASSOC	DENVER	JACOB MARINKOVICH	PARKS	08/06/2024	15.00
ROO JUMPS	FOXFIELD	KRISTEN BODINE	LIBRARY	08/14/2024	48.93

ROSATIS	LOUISVILLE	PAUL BORTH	REC CENTER	08/02/2024	230.25
SAFEWAY #2812	LOUISVILLE	REBECCA STORES	REC CENTER	08/14/2024	4.98
SAFEWAY #2812	LOUISVILLE	GIGI YANG	LIBRARY	08/10/2024	26.47
SAFEWAY #2812	LOUISVILLE	LIGEA FERRARO	CITY MANAGER	08/06/2024	5.98
SAFEWAY #2812	LOUISVILLE	JEN KENNEY	POLICE	07/30/2024	22.45
SAFEWAY #2812	LOUISVILLE	JESSE DEGRAW	REC CENTER	07/25/2024	115.94
SAFEWAY #2812	LOUISVILLE	KATIE BEASLEY	REC CENTER	07/25/2024	23.94
SAFEWAY #2812	LOUISVILLE	JESSE DEGRAW	REC CENTER	07/25/2024	38.97
SAFEWAY #2812	LOUISVILLE	JESSE DEGRAW	REC CENTER	07/18/2024	27.98
SAFEWAY #2812	LOUISVILLE	KATIE BEASLEY	REC CENTER	07/18/2024	85.20
SAFEWAY #2812	LOUISVILLE	MARLA OLSON	PARKS	07/19/2024	49.91
SAMEDAY OFFICE SUPPLY	303-7902777	MARLA OLSON	PARKS	08/16/2024	92.33
SAMEDAY OFFICE SUPPLY	303-7902777	KAYLA CORCELLI	PARKS	08/02/2024	28.76
SAMEDAY OFFICE SUPPLY	303-7902777	KAYLA CORCELLI	PARKS	07/23/2024	79.44
SCL HEALTH RSC PB	BROOMFIELD	LESLIE RINGER	HUMAN RESOURCES	08/12/2024	45.00
SHAMROCK FSW 575 LOUIS	LOUISVILLE	KELLY THARP	OPERATIONS	08/14/2024	9.48
SHAMROCK FSW 575 LOUIS	LOUISVILLE	KATIE BEASLEY	REC CENTER	07/23/2024	258.54
SIMPLOT T&H DEN 1417	DENVER	DAVID DEAN	GOLF COURSE	08/15/2024	300.00
SIP.US	ALPHARETTA	GREG VENETTE	WATER	08/09/2024	31.01
SITEONE LANDSCAPE SUPP	BROOMFIELD	DAVID DEAN	GOLF COURSE	08/12/2024	137.08
SITEONE LANDSCAPE SUPP	BROOMFIELD	DAVID DEAN	GOLF COURSE	08/09/2024	1,074.41
SITEONE LANDSCAPE SUPP	BROOMFIELD	DAVID DEAN	GOLF COURSE	08/09/2024	444.42
SITEONE LANDSCAPE SUPP	BROOMFIELD	DAVID DEAN	GOLF COURSE	08/02/2024	167.65
SITEONE LANDSCAPE SUPP	BROOMFIELD	JILL MUNIZ	PARKS	07/31/2024	165.42
SITEONE LANDSCAPE SUPP	BROOMFIELD	NORMAN MERLO	GOLF COURSE	07/31/2024	318.37
SITEONE LANDSCAPE SUPP	BROOMFIELD	DAVID DEAN	GOLF COURSE	07/29/2024	243.15
SNARFS SANDWICHES 2	BOULDER	GINGER CROSS	GOLF COURSE	08/12/2024	37.01
SOUTHWEST AIRLINES	800-435-9792	SAMMA FOX	CITY MANAGER	08/10/2024	458.95
SPI*DIRECTV SERVICE	888-388-4249	PAMELA PETERSON-HOHS	GOLF COURSE	08/16/2024	243.92
SPI*DIRECTV SERVICE	800-531-5000	PAMELA PETERSON-HOHS	GOLF COURSE	07/19/2024	243.92
SQ *BISON HIGH COUNTRY	COLORADO SPRI	DAVID BARIL	GOLF COURSE	07/22/2024	260.00
SQ *HARLEQUIN'S GARDEN	BOULDER	NATHANIEL GOECKNER	PARKS	08/06/2024	127.08
SQ *HIGH PLAINS ENVIRO	GOSQ.COM	NATHANIEL GOECKNER	PARKS	08/05/2024	81.93
SQ *MOE'S BROADWAY BAG	LOUISVILLE	HANNAH MILLER	CITY MANAGER	07/19/2024	128.05
SQ *ORGANIC SANDWICH C	LOUISVILLE	LIGEA FERRARO	CITY MANAGER	08/06/2024	121.50
SQ *PLANTE	LOUISVILLE	HANNAH MILLER	CITY MANAGER	07/24/2024	55.50
SQ *PLANTE	LOUISVILLE	HANNAH MILLER	CITY MANAGER	07/24/2024	68.61
SQ *PLANTE	LOUISVILLE	HANNAH MILLER	CITY MANAGER	07/24/2024	68.61
SQ *ROCKY MOUNTAIN PAD	BOULDER	GINGER CROSS	GOLF COURSE	08/12/2024	112.50
SQ *THE HANDY CRAFTMAN	GOSQ.COM	GREG VENETTE	WATER	08/09/2024	900.00
SQ *THE HANDY CRAFTMAN	GOSQ.COM	GREG VENETTE	WATER	08/01/2024	600.00
SQ *THE HANDY CRAFTMAN	GOSQ.COM	GREG VENETTE	WATER	07/25/2024	950.00
STAPLES 00114462	WESTMINSTER	NATHANIEL GOECKNER	PARKS	08/14/2024	51.98
STAPLS7638255656000001	877-8267755	MARLA OLSON	PARKS	08/09/2024	90.98

STAPLS7638318895000001	877-8267755	JILL SIEWERT	LIBRARY	08/09/2024	39.45
STERICYCLE INC/SHRED-I	BANNOCKBURN	TANYA SCOTT	FINANCE	08/08/2024	34.32
STERICYCLE INC/SHRED-I	BANNOCKBURN	LESLIE RINGER	HUMAN RESOURCES	08/01/2024	30.00
STERICYCLE INC/SHRED-I	BANNOCKBURN	MARLA OLSON	PARKS	07/30/2024	183.54
STERICYCLE INC/SHRED-I	BANNOCKBURN	SARA PECK	POLICE	07/25/2024	30.00
STERICYCLE INC/SHRED-I	BANNOCKBURN	SARA PECK	POLICE	07/25/2024	97.58
SUPPLYHOUSE.COM	888-757-4774	KEVIN FREY	FACILITIES	08/02/2024	53.13
TARGET 00017699	SUPERIOR	AMANDA PERERA	REC CENTER	08/09/2024	45.19
TARGET 00017699	SUPERIOR	PAMELA PETERSON-HOHS	GOLF COURSE	08/09/2024	5.06
TARGET 00017699	SUPERIOR	PAMELA PETERSON-HOHS	GOLF COURSE	08/09/2024	4.66
TARGET 00017699	SUPERIOR	PAMELA PETERSON-HOHS	GOLF COURSE	08/09/2024	5.06
TARGET 00017699	SUPERIOR	REBECCA STORES	REC CENTER	08/10/2024	27.26
THE BUSINESS JOURNALS	CHARLOTTE	AUSTIN BROWN	CITY MANAGER	07/25/2024	210.00
THE GRILL AT COAL CREE	L	DAVID BARIL	GOLF COURSE	08/14/2024	480.00
THE GRILL AT COAL CREE	L	DAVID BARIL	GOLF COURSE	08/14/2024	359.78
THE GRILL AT COAL CREE	L	DAVID BARIL	GOLF COURSE	08/08/2024	115.17
THE GRILL AT COAL CREE	L	DAVID BARIL	GOLF COURSE	07/29/2024	519.68
THE GRILL AT COAL CREE	L	DAVID BARIL	GOLF COURSE	07/29/2024	679.27
THE GRILL AT COAL CREE	L	DAVID BARIL	GOLF COURSE	07/18/2024	799.50
THE GRILL AT COAL CREE	L	DAVID BARIL	GOLF COURSE	07/18/2024	55.35
THE GRILL AT COAL CREE	L	DAVID BARIL	GOLF COURSE	07/18/2024	719.55
THE HOME DEPOT #1506	LOUISVILLE	BRIAN SCHMID	OPERATIONS	08/15/2024	19.64
THE HOME DEPOT #1506	LOUISVILLE	PAUL BORTH	REC CENTER	08/15/2024	303.75
THE HOME DEPOT #1506	LOUISVILLE	GIGI YANG	LIBRARY	08/17/2024	100.00
THE HOME DEPOT #1506	LOUISVILLE	GIGI YANG	LIBRARY	08/17/2024	27.78
THE HOME DEPOT #1506	LOUISVILLE	HUGO VALDEZ	OPERATIONS	08/15/2024	33.90
THE HOME DEPOT #1506	LOUISVILLE	MATTHEW ROWE	FACILITIES	08/16/2024	12.75
THE HOME DEPOT #1506	LOUISVILLE	CATHERINE JEPSON	PARKS	08/16/2024	15.98
THE HOME DEPOT #1506	LOUISVILLE	SANDRA GROW	GOLF COURSE	08/16/2024	8.97
THE HOME DEPOT #1506	LOUISVILLE	SANDRA GROW	GOLF COURSE	08/17/2024	3.99
THE HOME DEPOT #1506	LOUISVILLE	VICKIE ILKO	OPERATIONS	08/15/2024	139.92
THE HOME DEPOT #1506	LOUISVILLE	THOMAS CZAJKA	OPERATIONS	08/16/2024	212.31
THE HOME DEPOT #1506	LOUISVILLE	BRIAN SCHMID	OPERATIONS	08/15/2024	40.36
THE HOME DEPOT #1506	LOUISVILLE	DANIEL SALAS ROBLES	PARKS	08/14/2024	116.91
THE HOME DEPOT #1506	LOUISVILLE	AARON GRANT	PARKS	08/14/2024	46.46
THE HOME DEPOT #1506	LOUISVILLE	MATT LOOMIS	PARKS	08/14/2024	33.83
THE HOME DEPOT #1506	LOUISVILLE	DANIEL SALAS ROBLES	PARKS	08/14/2024	130.69
THE HOME DEPOT #1506	LOUISVILLE	KEVIN FREY	FACILITIES	08/14/2024	31.94
THE HOME DEPOT #1506	LOUISVILLE	IRIS BELENSKY	LIBRARY	08/14/2024	32.97
THE HOME DEPOT #1506	LOUISVILLE	SANDRA GROW	GOLF COURSE	08/14/2024	8.61
THE HOME DEPOT #1506	LOUISVILLE	JACOB MARINKOVICH	PARKS	08/14/2024	64.32
THE HOME DEPOT #1506	LOUISVILLE	CAMERON FOWLKES	PUBLIC WORKS	08/13/2024	40.96
THE HOME DEPOT #1506	LOUISVILLE	MATTHEW ROWE	FACILITIES	08/13/2024	26.17
THE HOME DEPOT #1506	LOUISVILLE	GIGI YANG	LIBRARY	08/13/2024	101.40

THE HOME DEPOT #1506	LOUISVILLE	NICHOLAS POTOPCHUK	PARKS	08/13/2024	99.80
THE HOME DEPOT #1506	LOUISVILLE	DAVID DEAN	GOLF COURSE	08/13/2024	4.14
THE HOME DEPOT #1506	LOUISVILLE	DAVID DEAN	GOLF COURSE	08/13/2024	29.94
THE HOME DEPOT #1506	LOUISVILLE	DAVID BARIL	GOLF COURSE	08/12/2024	17.43
THE HOME DEPOT #1506	LOUISVILLE	MATT ISABELL	PARKS	08/12/2024	83.37
THE HOME DEPOT #1506	LOUISVILLE	ELI SALO	REC CENTER	08/12/2024	29.91
THE HOME DEPOT #1506	LOUISVILLE	MATT ISABELL	PARKS	08/12/2024	10.97
THE HOME DEPOT #1506	LOUISVILLE	MATT ISABELL	PARKS	08/12/2024	16.47
THE HOME DEPOT #1506	LOUISVILLE	DANIEL SALAS ROBLES	PARKS	08/12/2024	112.41
THE HOME DEPOT #1506	LOUISVILLE	JEFF OWENS	WATER	08/12/2024	9.77
THE HOME DEPOT #1506	LOUISVILLE	DAVID BARIL	GOLF COURSE	08/12/2024	11.53
THE HOME DEPOT #1506	LOUISVILLE	DANIEL BIDLEMEN	REC CENTER	08/08/2024	104.96
THE HOME DEPOT #1506	LOUISVILLE	DANIEL SALAS ROBLES	PARKS	08/09/2024	14.47
THE HOME DEPOT #1506	LOUISVILLE	JOSEPH CAMPANA	OPERATIONS	08/08/2024	161.02
THE HOME DEPOT #1506	LOUISVILLE	JACOB MARINKOVICH	PARKS	08/08/2024	158.94
THE HOME DEPOT #1506	LOUISVILLE	LINDSEY WITTY	REC CENTER	08/08/2024	61.54
THE HOME DEPOT #1506	LOUISVILLE	PAMELA PETERSON-HOHS	GOLF COURSE	08/09/2024	3.94
THE HOME DEPOT #1506	LOUISVILLE	JEFF ROBISON	FACILITIES	08/08/2024	20.23
THE HOME DEPOT #1506	LOUISVILLE	GIGI YANG	LIBRARY	08/08/2024	50.60
THE HOME DEPOT #1506	LOUISVILLE	SANDRA GROW	GOLF COURSE	08/08/2024	23.94
THE HOME DEPOT #1506	LOUISVILLE	DANIEL SALAS ROBLES	PARKS	08/07/2024	76.71
THE HOME DEPOT #1506	LOUISVILLE	AARON GRANT	PARKS	08/07/2024	34.93
THE HOME DEPOT #1506	LOUISVILLE	JEFFREY ROBINET	OPERATIONS	08/07/2024	17.96
THE HOME DEPOT #1506	LOUISVILLE	JOSEPH CAMPANA	OPERATIONS	08/07/2024	42.94
THE HOME DEPOT #1506	LOUISVILLE	DANIEL SALAS ROBLES	PARKS	08/07/2024	57.60
THE HOME DEPOT #1506	LOUISVILLE	DANIEL SALAS ROBLES	PARKS	08/06/2024	148.19
THE HOME DEPOT #1506	LOUISVILLE	SHANE MAHAN	OPERATIONS	08/06/2024	118.44
THE HOME DEPOT #1506	LOUISVILLE	SHANE MAHAN	OPERATIONS	08/06/2024	99.72
THE HOME DEPOT #1506	LOUISVILLE	LINDSEY WITTY	REC CENTER	08/06/2024	148.72
THE HOME DEPOT #1506	LOUISVILLE	JACOB MARINKOVICH	PARKS	08/06/2024	84.09
THE HOME DEPOT #1506	LOUISVILLE	KERRY KRAMER	PARKS	08/05/2024	47.73
THE HOME DEPOT #1506	LOUISVILLE	JEFF ROBISON	FACILITIES	08/05/2024	17.98
THE HOME DEPOT #1506	LOUISVILLE	PAMELA PETERSON-HOHS	GOLF COURSE	08/05/2024	37.26
THE HOME DEPOT #1506	LOUISVILLE	THOMAS CZAJKA	OPERATIONS	08/05/2024	60.95
THE HOME DEPOT #1506	LOUISVILLE	AARON GRANT	PARKS	08/02/2024	40.73
THE HOME DEPOT #1506	LOUISVILLE	AARON GRANT	PARKS	08/02/2024	19.88
THE HOME DEPOT #1506	LOUISVILLE	DARRICK LAYTON	PARKS	08/01/2024	36.73
THE HOME DEPOT #1506	LOUISVILLE	DARRICK LAYTON	PARKS	08/02/2024	128.92
THE HOME DEPOT #1506	LOUISVILLE	BRIAN SCHMID	OPERATIONS	08/02/2024	328.94
THE HOME DEPOT #1506	LOUISVILLE	GEOFFREY KOZLOWSKI	PARKS	08/01/2024	29.20
THE HOME DEPOT #1506	LOUISVILLE	JEFFREY ROBINET	OPERATIONS	07/31/2024	27.98
THE HOME DEPOT #1506	LOUISVILLE	ANDY ELLIS	PARKS	07/31/2024	150.95
THE HOME DEPOT #1506	LOUISVILLE	BRADLEY AUSTIN	PARKS	07/30/2024	5.84
THE HOME DEPOT #1506	LOUISVILLE	PAMELA PETERSON-HOHS	GOLF COURSE	07/29/2024	299.00

THE HOME DEPOT #1506	LOUISVILLE	PAMELA PETERSON-HOHS	GOLF COURSE	07/29/2024	299.00
THE HOME DEPOT #1506	LOUISVILLE	PAMELA PETERSON-HOHS	GOLF COURSE	07/29/2024	311.98
THE HOME DEPOT #1506	LOUISVILLE	JOSEPH CAMPANA	OPERATIONS	07/29/2024	67.88
THE HOME DEPOT #1506	LOUISVILLE	DAVID BARIL	GOLF COURSE	07/29/2024	45.00
THE HOME DEPOT #1506	LOUISVILLE	DAVID BARIL	GOLF COURSE	07/29/2024	45.00
THE HOME DEPOT #1506	LOUISVILLE	NATHANIEL GOECKNER	PARKS	07/29/2024	41.19
THE HOME DEPOT #1506	LOUISVILLE	NATHANIEL GOECKNER	PARKS	07/29/2024	21.96
THE HOME DEPOT #1506	LOUISVILLE	DAVID DEAN	GOLF COURSE	07/28/2024	50.61
THE HOME DEPOT #1506	LOUISVILLE	ANDY ELLIS	PARKS	07/25/2024	71.88
THE HOME DEPOT #1506	LOUISVILLE	JACOB MARINKOVICH	PARKS	07/26/2024	97.12
THE HOME DEPOT #1506	LOUISVILLE	BRADLEY AUSTIN	PARKS	07/25/2024	104.60
THE HOME DEPOT #1506	LOUISVILLE	JEFF OWENS	WATER	07/26/2024	50.97
THE HOME DEPOT #1506	LOUISVILLE	JEFF OWENS	WATER	07/26/2024	50.97
THE HOME DEPOT #1506	LOUISVILLE	JEFF OWENS	WATER	07/26/2024	46.91
THE HOME DEPOT #1506	LOUISVILLE	ANDY ELLIS	PARKS	07/24/2024	28.91
THE HOME DEPOT #1506	LOUISVILLE	KATHLEEN D LORENZO	PARKS	07/24/2024	12.12
THE HOME DEPOT #1506	LOUISVILLE	DANIEL SALAS ROBLES	PARKS	07/24/2024	32.04
THE HOME DEPOT #1506	LOUISVILLE	PAUL BORTH	REC CENTER	07/23/2024	303.75
THE HOME DEPOT #1506	LOUISVILLE	RICHARD RESENDEZ	OPERATIONS	07/22/2024	14.87
THE HOME DEPOT #1506	LOUISVILLE	JEFF OWENS	WATER	07/22/2024	120.82
THE HOME DEPOT #1506	LOUISVILLE	DAVID BARIL	GOLF COURSE	07/21/2024	63.76
THE HOME DEPOT #1506	LOUISVILLE	ABBY MCNEAL	PARKS	07/18/2024	21.91
THE HOME DEPOT #1506	LOUISVILLE	JEFF ROBISON	FACILITIES	07/19/2024	209.00
THE HOME DEPOT #1506	LOUISVILLE	PAMELA PETERSON-HOHS	GOLF COURSE	07/18/2024	21.96
THE HOME DEPOT #1506	LOUISVILLE	JACOB MARINKOVICH	PARKS	07/19/2024	45.98
THE HOME DEPOT #1546	BOULDER	REBECCA STORES	REC CENTER	08/16/2024	6.97
THE HOME DEPOT PRO	ATLANTA	KATHLEEN D LORENZO	PARKS	08/09/2024	227.31
THE J. P. COOKE, COMPA	OMAHA	GENEVIEVE KLINE	CITY CLERK	07/19/2024	112.35
THE UPS STORE 3779	BROOMFIELD	STEVEN HUIZENGA	PARKS	07/29/2024	13.72
THE WEBSTAURANT STORE	LANCASTER	PATRICIA MORGAN	REC CENTER	08/09/2024	33.37
THE WEBSTAURANT STORE	LANCASTER	IRIS BELENSKY	LIBRARY	08/03/2024	60.69
THREE LEAF CATERING	LOUISVILLE	BARBARA MACFERRIN	HUMAN RESOURCES	07/29/2024	225.92
THREE LEAF CATERING	LOUISVILLE	BARBARA MACFERRIN	HUMAN RESOURCES	07/29/2024	99.42
TOWN OF SUPERIOR	303-499-3675	ERIK SWIATEK	PARKS	08/05/2024	14.37
TRACTOR SUPPLY CO #550	BRENTWOOD	GIGI YANG	LIBRARY	07/30/2024	538.99
TRELLO.COM* ATLASSIAN	NEW YORK	MINDY OLKJER	PUBLIC WORKS	07/27/2024	102.00
TRILOGY MEDICAL WASTE	HOUSTON	ERICA BERZINS	POLICE	07/31/2024	208.00
TRIMBLE INC	WESTMINSTER	KEVIN FREY	FACILITIES	08/14/2024	349.00
TRITECH FORENSICS	LELAND	SARA PECK	POLICE	08/02/2024	179.18
TST* BUSABA THAI	LOUISVILLE	LIGEA FERRARO	CITY MANAGER	07/30/2024	249.84
TST* VERDE - LOUISVILL	LOUISVILLE	HANNAH MILLER	CITY MANAGER	07/29/2024	37.90
TST* WATERLOO	LOUISVILLE	PAULINA BENNETT	IT	08/13/2024	148.00
TST*THE HUCKLEBERRY	LOUISVILLE	GIGI YANG	LIBRARY	08/17/2024	110.36
TURFNET	WINTER GARDEN	BARBARA NICKERSON	HUMAN RESOURCES	07/22/2024	95.00

TRANSPARENT INFORMATIO	3032178747	LESLIE RINGER	HUMAN RESOURCES	08/03/2024	99.25
UDEMY: ONLINE COURSES	SAN FRANCISCO	KEVIN FREY	FACILITIES	08/08/2024	42.35
UNITED AIRLINES	UNITED.COM	MINDY OLKJER	PUBLIC WORKS	08/09/2024	66.00
UNITED AIRLINES	UNITED.COM	MINDY OLKJER	PUBLIC WORKS	08/09/2024	309.97
UNITED AIRLINES	UNITED.COM	MINDY OLKJER	PUBLIC WORKS	08/09/2024	140.00
UNITED AIRLINES	UNITED.COM	MINDY OLKJER	PUBLIC WORKS	08/09/2024	76.00
UNITED AIRLINES	UNITED.COM	MINDY OLKJER	PUBLIC WORKS	08/09/2024	342.95
UNITED AIRLINES	UNITED.COM	MINDY OLKJER	PUBLIC WORKS	07/26/2024	5.99
USPS PO 0756700237	SUPERIOR	LESLIE RINGER	HUMAN RESOURCES	08/15/2024	9.68
VALLEY CHRYSLER DODGE	BOULDER	JOSE TORRES	OPERATIONS	08/13/2024	225.20
VISTAPRINT	8662074955	IRIS BELENSKY	LIBRARY	08/15/2024	76.98
VISTAPRINT	8662074955	KIANA FREEMAN	CITY MANAGER	08/07/2024	680.95
VZWRLSS*MY VZ VB P	800-922-0204	TANYA SCOTT	FINANCE	07/24/2024	7,166.50
VZWRLSS*PRPAY AUTOPAY	888-294-6804	MINDY OLKJER	PUBLIC WORKS	08/08/2024	20.00
WAL-MART #2223	WESTMINSTER	LANA FAUVER	REC CENTER	08/16/2024	91.69
WAL-MART #5341	BROOMFIELD	LANA FAUVER	REC CENTER	08/09/2024	270.27
WALGREENS #7006	SUPERIOR	NICK PAPPAS	REC CENTER	07/30/2024	8.49
WALGREENS #7006	SUPERIOR	LIGEA FERRARO	CITY MANAGER	07/30/2024	7.98
WAVE - *SCHAEFER ATHLE	LONGMONT	AMANDA PERERA	REC CENTER	08/19/2024	997.50
WAVE - *SCHAEFER ATHLE	LONGMONT	AMANDA PERERA	REC CENTER	07/23/2024	360.00
WHITESIDES BOOTS AND C	BRIGHTON	KEN MATHEWS	OPERATIONS	07/24/2024	169.99
WILBUR ELLIS DENVER	DENVER	DAVID DEAN	GOLF COURSE	08/08/2024	227.26
WILBUR ELLIS DENVER	DENVER	DAVID DEAN	GOLF COURSE	08/08/2024	858.13
WILBUR ELLIS DENVER	DENVER	DAVID DEAN	GOLF COURSE	08/08/2024	520.08
WILEY	877-762-2974	PENNY FORD	HUMAN RESOURCES	07/18/2024	655.00
WILEY	877-762-2974	PENNY FORD	HUMAN RESOURCES	07/18/2024	655.00
XEROX BUSINESS SOLUTIO	PAYMYINVOICE@	TANYA SCOTT	FINANCE	07/31/2024	1,712.77
ZEUS BATTERY	BLOOMINGDALE	PAMELA PETERSON-HOHS	GOLF COURSE	08/15/2024	85.33
					130,240.61
				B.Meili	.01
				K.Bodine	60.00
				L.Hoffman	323.32
					263.31
				Grant Total	130,503.92

CITY OF LOUISVILLE
EXPENDITURE APPROVALS $25,000.00 - $99,999.99
September 2024

DATE	P.O. #	VENDOR	DESCRIPTION	AMOUNT
9/3/2024	**2024261**	**Front Range Landfill Inc.**	**Landfill Fees** The Operations Superintendent is recommending the approval of landfill services for disposal of soils and street sweeping debris. The Operations Division accumulates waste from operational activities such as street sweeping, ditch cleaning, water breaks, Storm water cleanup, and asphalt patches. This debris is then transported to the landfill.	**$42,000.00**

SUBJECT: **APPROVE AGREEMENT WITH MUTUAL OF OMAHA TO PROVIDE LIFE & DISABILITY BENEFITS TO CITY EMPLOYEES EFFECTIVE JANUARY 1, 2025**

DATE: **SEPTEMBER 17, 2024**

PRESENTED BY: **ROBIN BROOKHART, INTERIM HUMAN RESOURCES DIRECTOR**

SUMMARY:
Human Resources requested the City's benefits broker bid out life & disability coverage. Three companies were considered: Lincoln Financial Group (incumbent), MetLife, and Mutual of Omaha.

Mutual of Omaha had more generous offerings than the City's current vendor, better administrative technology, and better pricing on all lines of coverage. The City will save approximately $42,620 per calendar year for the employer paid Basic Life and AD&D coverage, Dependent Life, Short Term Disability and Long Term Disability.

FISCAL IMPACT:
Approximately $42,620 savings to the City compared to current vendor Lincoln Financial Group.

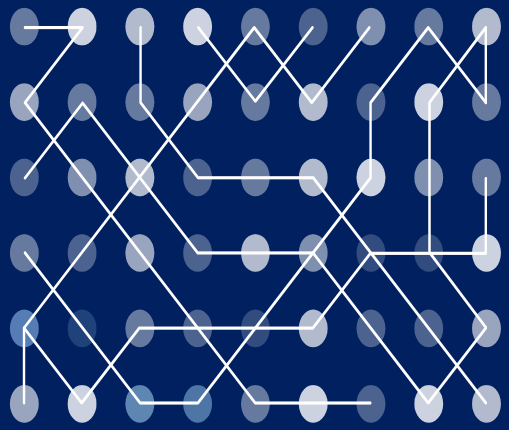
PROGRAM/SUB-PROGRAM IMPACT:
Employee Benefits.

RECOMMENDATION:
Staff recommends accepting the contract with Mutual of Omaha effective 1/1/2025.

ATTACHMENT(S):
1. Life & Disability RFP Results
2. 2024-08-05 Mutual of Omaha Agreement – Approved by City Attorney

STRATEGIC PLAN IMPACT:

☒	**Financial Stewardship & Asset Management**	☐	**Reliable Core Services**
☐	**Vibrant Economic Climate**	☐	**Quality Programs & Amenities**
☐	**Engaged Community**	☒	**Healthy Workforce**
☐	**Supportive Technology**	☐	**Collaborative Regional Partner**



2025 LIFE & DISABILITY MARKET ANALYSIS

Prepared For: City of Louisville

Brown & Brown

Disclaimer Information

The analysis of the following plans is a summary. Please refer to the policy certificate for a full list of coverage and exclusions.

The rates and benefits in this proposal are based upon underwriting factors which include, but are not limited to, the census provided, the effective date shown, the status of employees/dependents (i.e. actively at work, COBRA, FMLA), final enrollment, etc. If any of the aforementioned changes prior to the proposed effective date, the final provisions, including rates, for these plans may vary or result in the proposed plan to be withdrawn.

If you select to change carriers, any existing plans with other carriers should not be cancelled until advised by Brown & Brown, Inc.

This proposal may not be a complete listing of all available benefit options. Different benefit levels may be available.

This presentation is the proprietary work product of Brown & Brown, Inc. and is not authorized for further use or distribution.

All insurance carriers have their own operating procedures. A change in carrier could affect certain benefits and coverage.

Brown & Brown, Inc. representatives are available to explain any items presented. It is assumed that the recipients of this proposal will seek an explanation of any items that may be in question.

Brown & Brown, Inc. representatives may from time to time provide guidance regarding certain requirements affecting health plans, including the requirements of federal and state health care reform legislation. Such guidance is based on good-faith interpretation of laws and regulations currently in effect, and is not intended to be a substitute for legal advice. Employers should contact their own legal counsel for advice regarding legal requirements.

The network provider/facility lists obtained via paper directories or carrier websites may contain providers and facilities that are no longer participating in the insurance carriers' networks. We cannot be responsible for any changes to the provider/facility listings that are not reflected. To ensure that a specific provider or facility is still participating in the provider's preferred network, we recommend contacting the provider/facility directly.

Failure to adhere to provisions of the Affordable Care Act (such as pay-or-play, employer reporting requirements, benefit mandates, etc.) may result in significant fees and penalties to the employer. For a more comprehensive explanation of what fees and penalties may apply to you, you may contact your Brown & Brown, Inc. representative at any time.

You are required to comply with Health Care Reform's Summary of Benefits & Coverage (SBC) distribution guidelines, which include requirements for SBC distribution at the plan renewal date. If an employee must enroll to continue coverage, the SBC must be provided when open enrollment materials are distributed. If enrollment materials are not distributed, employees must receive an SBC by the first day they are eligible to enroll. For insured plans, if coverage continues automatically for the next year, the SBC must be provided at least 30 days before the beginning of the new plan year. If the policy is not issued by that date, the SBC must be provided within seven business days once the information is available. Please refer to the Department of Health & Human Services' (HHS) official guidance for complete details regarding renewal and other SBC distribution guidelines.

This proposal is for illustrative purposes and is not a complete explanation of the policies. It is intended to provide a brief, general description of the coverages quoted. Please remember that only the insurance policies can give you the actual insuring agreements, limits of coverage, definitions, exclusions, terms and conditions of the insurance shown in this proposal. Upon issue, please read your policy carefully. This presentation is the proprietary work product of Brown & Brown and is not authorized for further use or distribution. Executive summaries and proposals are created by Brown & Brown; neither Brown & Brown nor the carrier will be held responsible for typographical or clerical errors.

Notice of Carrier Financial Status

Brown & Brown makes every attempt to place coverage with carriers rated A- or better* through AM Best (www.ambest.com), a national credit rating agency with a specific focus on the insurance industry. Because an AM Best rating is not required by the various state departments of insurance, there are many carriers in the Employee Benefits industry that elect not to participate in AM Best's rating process for various reasons. Therefore, Brown & Brown periodically places coverage with carriers rated less than A- or non-rated by AM Best.

Please be advised that Brown & Brown does monitor carriers rated less than A- or non-rated on an ongoing basis. However, because Brown & Brown cannot certify the financial soundness or stability of any insurance company or alternative risk transfer entity, or otherwise predict whether the financial condition of a company might improve or deteriorate, we encourage you to review the financial information for each carrier at AM Best's website (www.ambest.com), a state department of insurance website, the applicable carrier website and/or with your accountant, legal counsel and other advisors.

If you need assistance identifying the appliable issuing carriers for your current coverage, renewal coverage, or the coverage options being presented to you, please feel free to contact us at 914.337.1833 for assistance. Alternative quotes with an A- or better rated carrier may also be available upon your request.

AM Best General Rating Guide

Financial Strength Rating	
A++, A+	Superior
A, A-	Excellent
B++, B+	Good
B, B-	Fair
C++, C+	Marginal
C, C-	Weak
D	Poor
E	Under Regulatory Supervision
F	In Liquidation
S	Suspended

Financial Size Category (in Thousands)			
Class I	Up to	$1,000	
Class II	$1,000	to	$2,000
Class III	$2,000	to	$5,000
Class IV	$5,000	to	$10,000
Class V	$10,000	to	$25,000
Class VI	$25,000	to	$50,000
Class VII	$50,000	to	$100,000
Class VIII	$100,000	to	$250,000
Class IX	$250,000	to	$500,000
Class X	$500,000	to	$750,000
Class XI	$750,000	to	$1,000,000
Class XII	$1,000,000	to	$1,250,000
Class XIII	$1,250,000	to	$1,500,000
Class XIV	$1,500,000	to	$2,000,000
Class XV	$2,000,000	or	Greater

Basic Life & AD&D - $500,000 Benefit Amount

Carrier	Lincoln Current	Mutual of Omaha Initial Proposal	Mututal of Omaha Revised B&B Proposal
Benefit Schedule	2.5x Annual Salary	2.5x Annual Salary	2.5x Annual Salary
Benefit Maximum	$300,000	$500,000	$500,000
Guarantee Issue	$300,000	$500,000	$500,000
Accelerated Death Benefit	75% to $250,000	80% to $500,000	80% to $500,000
Dependent & Spouse Benefit	$2,500	$2,500	$2,500
Benefit Reduction	By 35% at 65, by 60% at 70, by 75% at 75	By 35% at 65, by 60% at 70, by 75% at 75	By 35% at 65, by 60% at 70, by 75% at 75
Employer Contribution	100%	100%	100%
Waiver of Premium	Included	Included	Included
Portability	Not Included	Not Included	Not Included
Conversion	Included; EOI is not required	Included; EOI is not required	Included; EOI is not required
Eligibility	30 Hours per Week	30 Hours per Week	30 Hours per Week
Class Description	Class 1: All Full-Time Employees	Class 1: All Full-Time Employees	Class 1: All Full-Time Employees
Rate Guarantee	1/1/2025	1/1/2028	1/1/2028
Commissions	**Flat 10%**	**Flat 10%**	**Net**
Life Rate per $1,000	$0.162	$0.100	$0.090
AD&D Rate per $1,000	$0.030	$0.030	$0.030
Dependent Life Rate per Unit	$0.610	$0.610	$0.610
Covered Volume	$39,767,350	$42,580,100	$42,580,100
Basic Life Annual Premium	$77,308	$51,096	$45,987
AD&D Annual Premium	$14,316	$15,329	$15,329
Dependent Life Annual Premium	$747	$747	$747
Total Annual Premium	**$92,371**	**$67,172**	**$62,062**
Percent Change		**-27.28%**	**-32.81%**
Dollar Change		**-$25,199**	**-$30,309**

Note: Above exhibit is provided to assist in evaluating your program and estimating plan expenses.
Data is gathered from various sources and is unaudited.

Voluntary Life

Benefits	Lincoln Current	Mutual of Omaha Initial Proposal	Mutual of Omaha Revised B&B Proposal
Employee Guarantee Issue	$150,000	$150,000	$150,000
Employe Benefit Maximum	5 x Annual Salary up to $500,000	5 x Annual Salary up to $500,000	5 x Annual Salary up to $500,000
Spouse Guarantee Issue	$50,000	$50,000	$50,000
Spouse Benefit Maximum	$250,000	$250,000	$250,000
Child Benefit Maximum	$10,000	$10,000	$10,000
Age Reductions	Reduce to: 65% at age 65 40% at age 70 25% at age 75	Reduce to: 65% at age 65 40% at age 70 25% at age 75	Reduce to: 65% at age 65 40% at age 70 25% at age 75
Accelerated Benefit	75% to $250,000	75% to $250,000	75% to $250,000
Portability	Included	Included	Included
Conversion	Included	Included	Included
Eligibility	30 Hours	30 Hours	30 Hours
Participation	Subject to Underwriting	25%	25%
Rate Guarantee	1/1/2026	1/1/2028	1/1/2028
Commissions	**Flat 15%**	**Flat 15%**	**Net**
Age Banded Premium per $1000	Employee & Spouse	Employee & Spouse	Employee & Spouse
0 - 19	$0.059	$0.059	$0.059
20 - 24	$0.059	$0.059	$0.059
25 - 29	$0.071	$0.071	$0.059
30 - 34	$0.094	$0.094	$0.094
35 - 39	$0.106	$0.106	$0.106
40 - 44	$0.118	$0.118	$0.118
45 - 49	$0.177	$0.177	$0.177
50 - 54	$0.271	$0.271	$0.271
55 - 59	$0.506	$0.506	$0.506
60 - 64	$0.777	$0.777	$0.777
65 - 69	$1.496	$1.496	$1.496
70 - 74	$2.426	$2.426	$2.426
75 - 79	$2.426	$2.426	$2.426
80+	$2.426	$2.426	$2.426
AD&D - EE	$0.040	$0.040	$0.040
AD&D - SP	$0.050	$0.050	$0.040
AD&D - CH	$0.050	$0.050	$0.040
Child Cost per $1000	**$2.130**	**$2.130**	**$0.110**

Note: Above exhibit is provided to assist in evaluating your program and estimating plan expenses.
Data is gathered from various sources and is unaudited.

Long Term Disability

Carrier	Lincoln Current	Mutual of Omaha Initial Proposal	Mutual of Omaha Revised B&B Proposal
Benefit Amount	60%	60%	60%
Benefit Maximum	$10,000	$10,000	$10,000
Benefit Minimum	$100	$100	$100
Own Occ	Class 1: 60 mo Class 2: 36 mo	Class 1: 60 mo Class 2: 36 mo	Class 1: 60 mo Class 2: 36 mo
Pre-Existing Condition	3/12	3/12	3/12
Elimination Period	90 Days	90 Days	90 Days
Employer Contribution	100%	100%	100%
Eligibility	30 Hours	30 Hours	30 Hours
Covered Employees	199	199	199
Rate Guarantee	1/1/2025	1/1/2028	1/1/2028
Commissions	**Flat 10%**	**Flat 10%**	**Net**
LTD Rate per $100	$0.390	$0.340	$0.310
Covered Volume	$1,459,998	$1,459,998	$1,459,998
Total Annual Premium	**$68,328**	**$59,568**	**$54,312**
Percent Change		**-12.82%**	**-20.51%**
Dollar Change		**-$8,760**	**-$14,016**

Note: Above exhibit is provided to assist in evaluating your program and estimating plan expenses.
Data is gathered from various sources and is unaudited.

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Short Term Disability

Carrier	Mutual of Omaha Proposal
Benefit Percentage	67%
Weekly Maximum	$2,500
Weekly Minimum	$10
Elimination Period (Accident/Sickness)	7/7
Benefit Duration	13 Weeks
FICA Match	Included
W2 Prep	Includded
Rate Guarantee	1/1/2027
Commissions	**Net**
STD Rate per Employee	$2.410
Monthly Total	$480
Annual Premium	**$5,755**

Note: Above exhibit is provided to assist in evaluating your program and estimating plan expenses.
Data is gathered from various sources and is unaudited.

Critical Illness

	Lincoln Current		Mutual of Omaha Initial Proposal	Mutual of Omaha Initial Proposal
Childhood Conditions	100%		100%	100%
Portability	Included to age 70		Included to age 70	Included to age 70
Pre-Existing Condition	12/12		6/12	6/12
Wellness Benefit	$50		$50	$50
Rate Guarantee	1/1/2025		1/1/2027	1/1/2027
Commissions	**Flat 10%**		**Flat 10%**	**Net**
Age Banded Premium per $1000	Employee & Spouse Smoker	Employee & Spouse Nonsmoker	Employee & Spouse	Employee & Spouse
0 - 19	$0.202	$0.182	$0.150	$0.150
20 - 24	$0.202	$0.182	$0.150	$0.150
25 - 29	$0.310	$0.268	$0.190	$0.150
30 - 34	$0.448	$0.362	$0.250	$0.250
35 - 39	$0.696	$0.522	$0.340	$0.250
40 - 44	$1.258	$0.832	$0.510	$0.510
45 - 49	$2.294	$1.344	$0.750	$0.510
50 - 54	$3.562	$1.916	$1.080	$1.080
55 - 59	$5.162	$2.580	$1.530	$1.080
60 - 64	$7.816	$3.656	$2.250	$2.250
65 - 69	$11.602	$5.170	$3.160	$2.250
70 - 74	$11.602	$5.170	$4.420	$4.420
75 - 79	$11.602	$5.170	$4.420	$4.420
80+	$11.602	$5.170	$4.420	$6.980
Child Cost per $1000	**$0.296**		**NA**	**NA**

Note: Above exhibit is provided to assist in evaluating your program and estimating plan expenses.
Data is gathered from various sources and is unaudited.

Accident

Carrier	Lincoln Current	Mutual of Omaha Initial Proposal	Mutual of Omaha Revised B&B Proposal
Occupational Coverage	Nonoccupational	Nonoccupational	Nonoccupational
Ambulance - Ground	$225	$300	$300
Ambulance - Air	$1,125	$1,500	$1,500
Emergency Room Treatment	$150	$300	$300
Initial Hospital Admission	$1,000	$1,500	$1,500
Major Diagnostic Exam	$150	$300	$300
Dislocation	$6,750	$10,000	$10,000
Fracture	$9,000	$9,000	$9,000
Coma	None	50% of AD&D	50% of AD&D
Rate Guarantee	1/1/2025	1/1/2027	1/1/2027
Commissions	**Flat 15%**	**Flat 15%**	**Net**
EE	$8.31	$4.70	$3.76
EE+SP	$13.51	$7.21	$5.77
EE+CH	$14.38	$10.31	$8.25
FAM	$19.52	$13.56	$10.84

Note: Above exhibit is provided to assist in evaluating your program and estimating plan expenses.
Data is gathered from various sources and is unaudited.

Brown & Brown

Hospital Indemnity

Carrier	Mutual of Omaha Proposal
Portability	Included
Pre-Exisitng Condition	12/12
Complications of Pregnancy	Covered
Routine Childbirth	Covered
Newborn Care	Covered
Initial Hospital Admission	$1,500
Daily ICU Confinement	$200
Daily Hospital Confinement	$200
Duration	Up to 30 Days
Wellness Benefit	$50
Rate Guarantee	1/1/2027
Commissions	**Net**
EE	$15.14
EE+SP	$34.82
EE+CH	$10.89
FAM	$41.78

Note: Above exhibit is provided to assist in evaluating your program and estimating plan expenses.
Data is gathered from various sources and is unaudited.

Life & Disability - Employer Paid Cost Summary

	Lincoln Current	Mutual of Omaha Initial Proposal	Mutual of Omaha Revised B&B Proposal
Employee Count			
Basic Life	199	199	199
AD&D	199	199	199
Dependent Life	124	124	124
LTD	199	199	199
STD ASO	-	199	199
PEPM			
Basic Life per $1000	$0.162	$0.100	$0.090
AD&D per $1000	$0.030	$0.030	$0.030
Dep. Life per $10,000	$0.610	$0.610	$0.610
LTD per $100 of covered payroll	$0.390	$0.340	$0.310
STD ASO PEPM	-	$2.410	$2.410
Volume			
Basic Life	$39,767,350	$42,580,100	$39,767,350
AD&D	$39,767,350	$42,580,100	$39,767,350
LTD	$1,459,998	$1,459,998	$1,459,998
Annual Cost			
Basic Life	$77,308	$51,096	$42,949
AD&D	$14,316	$15,329	$14,316
Dependent Life	$908	$908	$908
LTD	$68,328	$59,568	$54,312
STD ASO	-	$5,755	$5,755
Total Annual Cost	**$160,860**	**$132,656**	**$118,240**
% Change		**-17.5%**	**-26.5%**
$ Change		**($28,204)**	**($42,620)**

*STD is currently being billed per claim at $157 per new claim and $47 monthly per ongoing claim

Note: Above exhibit is provided to assist in evaluating your program and estimating plan expenses.
Data is gathered from various sources and is unaudited.

ADMINISTRATIVE SERVICES AGREEMENT

(Self-Funded Short-Term Disability Plan)

This Administrative Services Agreement ("Agreement"), effective January 1, 2025 ("Effective Date"), is between City of Louisville ("Contractholder") and the insurance company which has executed this Agreement ("Company").

RECITALS

Company has issued to Contractholder a group long term disability policy which insures Contractholder's eligible employees and other individuals eligible for coverage ("Policy"); and

Contractholder has adopted a self-funded program of short-term disability income benefits ("Plan") for its employees and other individuals eligible for coverage under the Plan ("Participants"); and

Contractholder desires to engage Company to provide certain short-term disability income claims evaluation and related services to the Plan, pursuant to the terms and conditions set forth herein.

In consideration of the mutual promises contained herein, the parties agree as follows:

SECTION 1: RESPONSIBILITIES AND DUTIES OF COMPANY

1.1 Company's Responsibilities

Company neither insures nor underwrites any liability of Contractholder, but acts only as the provider of services described in this Agreement and the Exhibits attached hereto. Company has no responsibility to the Plan or Contractholder other than as specifically provided in this Agreement. Company may delegate any of its contractual obligations under this Agreement to any of its affiliates or subcontractors.

1.2 Services and Reports

Company shall provide the services and reports described in EXHIBIT 1, DESCRIPTION OF SERVICES, in addition to the other duties and responsibilities described herein.

SECTION 2: RESPONSIBILITIES, DUTIES AND REPRESENTATIONS OF CONTRACTHOLDER

2.1 Responsibility for Plan

Contractholder agrees to retain responsibility for compliance with all applicable federal, state and local laws, including ERISA, if applicable, and for all Plan claims and all expenses incident to the Plan, except for the services and expenses specifically assumed by Company in this Agreement. Contractholder retains all authority and responsibility to control, manage and operate the Plan.

2.2 Contractholder's Authority

Except as otherwise provided herein, Contractholder or a fiduciary designated by Contractholder shall retain full discretion and authority to construe and interpret the Plan with respect to all questions regarding the amount and payment of, and eligibility for, any Plan benefits in accordance with the terms of the Plan.

2.3 Plan Documents

Prior to the Effective Date, Contractholder shall furnish to Company copies of all documents relating to the Plan, including, without limitation, a detailed description of the Plan and employee communications relating to the Plan. Contractholder shall amend any such document, at the request of Company, if the provision to be amended is inconsistent with this Agreement. Contractholder shall be solely responsible for ensuring that all Plan documents comply with applicable laws and regulations. Any proposed modification or amendment of the Plan shall be communicated by Contractholder giving at least ninety (90) days' advance written notice to Company. Implementation of any modification or amendment shall be mutually agreed upon by Contractholder and Company and shall be evidenced by an amendment to this Agreement. The term "Plan" as used in this Agreement shall include each such modification or amendment as of the implementation date agreed upon by the parties.

2.4 Names
Contractholder shall not alter, use or reproduce, by any means, any logo, trademark, service mark, or name of Company or any company affiliated with Company, in any advertising, publicity releases, customer lists or otherwise, without the prior written consent of an authorized representative of Company.

2.5 Eligibility and Census of Participants
No later than sixty (60) days prior to each anniversary of the Effective Date, Contractholder shall provide Company with a complete census of all Participants. Such census shall be in an electronic format agreed upon by Contractholder and Company. At the time of a claim, Contractholder shall determine a Participant's eligibility for coverage under the Plan and advise Company.

2.6 Enrollment
Contractholder shall be responsible for the following Plan enrollment activities:

a) responding to all routine inquiries from Participants concerning enrollment in the Plan and its terms, conditions and operations as well as respond to Participants' questions concerning Plan claims;
b) notifying Participants of their right to apply for benefits and supplying them with any necessary claim forms and claim filing instructions; and
c) notifying Participants of any other rights as required of Contractholder by any applicable law.

2.7 Eligibility and Enrollment Verification Process
Contractholder shall implement and maintain an enrollment and eligibility verification process which provides Company with Participant eligibility and enrollment information on a timely basis to enable Company to provide services under this Agreement. It is mutually understood that the effective performance by Company under this Agreement shall require that it be advised on a timely basis by Contractholder of the identity of Participants and the effective dates or the termination dates of their coverage.

2.8 Complaints by Participants
Contractholder shall promptly advise Company of any complaints made by Participants of which Contractholder is aware that concern the services provided by Company.

2.9 Tax Obligations
Contractholder shall be responsible for all federal and state tax obligations related to disability income benefits under the Plan.

2.10 Escheat
Contractholder is solely responsible for complying with all abandoned property or escheat laws and for making any required payments and for filing any required reports, to the extent applicable.

2.11 Compliance with Applicable Laws
Contractholder shall comply with all applicable laws related to its obligations under this Agreement.

SECTION 3: PLAN ADMINISTRATOR AND PLAN DOCUMENTS

3.1 Company's Fiduciary Role
Company shall not be deemed to be a fiduciary for any purpose or for any duties whatsoever other than to the extent that any actions taken by Company pursuant to this Agreement would be considered to be fiduciary duties under applicable law. Company is not a fiduciary authorized to manage, acquire or dispose of plan assets on a discretionary basis. Additionally, Company is not the Plan "administrator" as defined in Section 3(16)(A) of ERISA or any other law.

3.2 Plan Documents
Contractholder shall ensure that the Plan's governing documents specifically state that:

a) the Contractholder or Plan sponsor (or other person, committee or entity that is not Company) is the named fiduciary or plan administrator for the Plan; and
b) Contractholder has the discretion and authority to make final determination of Plan claims on appeal and/or to designate a named fiduciary to make all final decisions on appeals.

In no event shall the Plan's governing documents state that Company is a named fiduciary or plan administrator for the Plan. Upon request, Contractholder shall furnish Company with a copy of the Plan's governing documents.

SECTION 4: ADMINISTRATION FEES AND OTHER EXPENSES

4.1 Fees and Expenses
Contractholder shall:

a) pay Company the administration fees and other fees and payments for services performed under this Agreement as set forth in Exhibit 2 and in other provisions of this Agreement; and
b) pay or reimburse Company for other charges, fees, taxes, assessments, surcharges, interest, costs, attorneys fees, expenses or debts for which Contractholder is responsible under this Agreement, including, without limitation, any fees, taxes, assessments, surcharges, debts or expenses imposed upon the Plan or Contractholder by any governmental authority.

4.2 Time of Payments
Contractholder shall pay Company all amounts which are due and payable to Company as directed by Company in its billing statement.

4.3 Interest
Interest will accrue on any amount due under this Agreement, which has not been paid within thirty (30) days of receipt of written demand for such amount, at the rate of one (1) percent per month, or the highest rate permitted by law, whichever is lower.

SECTION 5: LIABILITY AND INDEMNIFICATION

5.1 Responsibility for Lawsuits
Contractholder will undertake the defense of any lawsuits arising from or related to a claim for Plan benefits and may either settle or contest such lawsuit when in its reasonable judgment it appears expedient to do so. Company will have no duty or obligation to defend against any such lawsuit but will cooperate with Contractholder in such defense. Contractholder agrees to be responsible for and pay the amount of Plan benefits, interest, costs, attorneys' fees, and other amounts or damages included in any judgment or settlement with respect to the lawsuit. Notwithstanding the foregoing, Company may at its sole option retain separate counsel, at its own cost and expense, to represent Company in the defense of the lawsuit.

5.2 Indemnification by Company
Subject to Section 5.1 RESPONSIBILITY FOR LAWSUITS, Company shall indemnify, defend and hold Contractholder harmless from any liability, loss, costs, expenses or damages (including, without limitation, reasonable attorneys' fees, court costs and extracontractual and punitive damages) incurred by Contractholder by reason of any claim, demand or lawsuit arising out of or resulting from any negligence or intentional wrongdoing or other act or omission of Company with respect to the performance of its services under this Agreement. However, Company shall not be liable to Contractholder for the amount of any Plan benefits, interest, costs and attorneys' fee paid by Company, mistakes of judgment, incorrect determinations of benefits payable, actions taken in good faith, or actions taken based upon eligibility information furnished by Contractholder, or other information furnished to Company by Contractholder, a Participant or a person who claims to be covered under the Plan, or any health care provider. The obligations of this Section shall not extend to any injury, loss, or damage which is caused solely by the act, omission, or other fault of the Contractholder.

5.3 Indemnification by Contractholder
Intentionally deleted.

5.4 Reimbursement of Taxes and Other Charges
Contractholder shall reimburse Company, within thirty (30) days after written demand from Company, for any state premium or similar tax, or any similar benefit or Plan related charge, surcharge or assessment, however denominated, including any penalties and interest payable with respect thereto, assessed against Company on the basis of and/or measured by the amount of Plan benefits administered by Company pursuant to this Agreement. Contractholder shall also be responsible for and reimburse Company for any other expense, fee, or charge, other than those for which Company has specifically assumed responsibility under this Agreement, within thirty (30) days after written demand from Company.

5.5 Contractholder's Direction
Company shall not be liable for any act or failure to act, in the exercise of its powers and performance of its duties hereunder, if the act or failure to act is at the instruction or direction of Contractholder.

5.6 Insurance

Company shall procure and maintain the minimum insurance coverages listed below. All coverages shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Company pursuant to this Agreement. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured by the Company to maintain continuous coverage. A certificate of insurance shall be completed by the Company 's insurance agent(s) as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be subject to review and approval by Contractholder prior to commencement of any services under this Agreement. The required coverages include:

a) General Liability insurance with minimum combined single limits of $1,000,000 each occurrence and $2,000,000 aggregate. The policy shall include Contractholder, its officers and its employees, as additional insureds and shall contain a severability of interests provision.
b) Professional Liability coverage with minimum combined single limits of $1,000,000 each occurrence and $1,000,000 aggregate.

SECTION 6: CONFIDENTIAL INFORMATION

The performance of the duties and obligations required under the Agreement may require a party to disclose to the other party certain confidential or proprietary information. In order to properly protect such information, the parties agree to comply with the CONFIDENTIALITY AND SECURITY ADDENDUM attached hereto and hereby incorporated by reference.

SECTION 7: INSPECTION OF BOOKS AND RECORDS

7.1 Maintenance of Records

Contractholder shall keep regular and accurate records of all transactions related to this Agreement during the term of this Agreement and for at least seven (7) years thereafter.

7.2 Access to Records

During the term of this Agreement and for seven (7) years thereafter, Company or its representative shall have the right, during normal business hours and with at least thirty (30) days' advance written notice, to inspect, audit and make copies from the books and records of Contractholder related to this Agreement, including, without limitation, the Plan's governing documents.

7.3 Audit

Contractholder may audit Company's compliance with its obligations under this Agreement, and Company shall supply the Contractholder with reasonable access to information required or maintained by Company in performing services under this Agreement. Company shall be required to supply only such information which is in its possession and which is reasonably necessary for Contractholder to administer the Plan, provided that such disclosure is not prohibited by any third-party contracts to which Company is a signatory or any requirements of law. Contractholder hereby represents that, to the extent any disclosed information contains confidential personal information about a Participant, the Participant has authorized Contractholder or Contractholder otherwise has the legal authority to have access to such information.

Contractholder shall give Company at least thirty (30) days' advance written notice of its intent to perform such an audit and its need for such information and shall represent to Company that the information that shall be disclosed therein is reasonably necessary for the administration of the Plan. All audits and information disclosures shall occur at a reasonable time and place at Contractholder's expense. Contractholder shall reimburse Company for costs incurred by Company with respect to any audits.

Contractholder may designate a representative acceptable to Company to conduct or participate in the audit, or to receive access to such information, provided that Contractholder and the representative enter into a written agreement with Company under which the representative agrees to use any disclosed information solely for purposes of administering the Plan, to keep such information confidential and not to disclose the information to any other entity or person.

SECTION 8: MODIFICATION OF THIS AGREEMENT

8.1 Revisions

Company shall have the right to revise this Agreement, including, without limitation, any administration fee or other fee or payment described in EXHIBIT 2, COMPENSATION AND PAYMENTS:

a) on any anniversary of the Effective Date, provided at least thirty (30) days' advance written notice has been given by Company;
b) on the date of any modification or amendment of the Plan or Company's administrative duties;
c) on the date of any merger or consolidation, or acquisition or divestiture (through stock, assets or exchange) of all or part of a business enterprise affecting Contractholder's employee population; or
d) on or after the date on which any law is enacted, issued, amended, or enforced that, in the sole discretion of Company, materially increases Company's potential or actual liability arising out of or related to Company's services or duties hereunder.

8.2 Written Notice of Revision

Any modification of this Agreement, including, without limitation, any change to the administration fee, pursuant to SECTION 8: MODIFICATION OF THIS AGREEMENT shall be made by written notice to Contractholder by Company. If Contractholder pays such revised administration fee or fails to object to any other modification in writing within fifteen (15) days of receipt of notice, this Agreement shall be deemed modified to reflect the modification as communicated by Company.

SECTION 9: TERM AND TERMINATION

9.1 Initial Term

This Agreement shall take effect on the Effective Date and shall remain in effect for a period of one (1) year unless terminated earlier as provided in SECTION 9: TERM AND TERMINATION.

9.2 Renewal of Agreement

This Agreement shall automatically renew for successive one (1) year periods, unless either Company or Contractholder gives to the other party at least sixty (60) days' advance written notice of its intention to terminate at the end of the initial term or the current renewal term, or unless this Agreement is otherwise terminated as provided in SECTION 9: TERM AND TERMINATION.

9.3 Termination

This Agreement shall terminate upon the earliest of the following dates:

a) the date specified in a written notice from one party to the other party of its intention to terminate, without cause, provided notice is given at least sixty (60) days prior to the specified date;
b) the date specified in a written notice from one party to the other party that the other party has breached any of its material obligations under this Agreement, including, without limitation, Contractholder's obligation to adequately fund the Plan Benefit Account, if applicable, pay administration fees to Company or to reimburse Company for any fees, expenses, charges, taxes, assessments, or surcharges in accordance with this Agreement;
c) the date on which the Plan terminates;
d) at the option of Company, the date upon which Company notifies Contractholder that this Agreement shall terminate due to:
    1. negligence, fraud or embezzlement on the part of Contractholder, its employees or agents as deemed to have occurred in Company's judgment;
    2. sale of controlling interest in Contractholder, which has not received at least thirty (30) days' advance written approval of Company;
    3. Contractholder's failure to accept a change in this Agreement, including, without limitation, a change to the administration fees payable hereunder;
    4. Contractholder's failure to pay Company any monthly administration fee or other payment described in this Agreement by the end of the month in which the fee or payment is due; or
    5. nonrenewal or termination of the Policy for any reason; or
e) any other date mutually agreeable to Contractholder and Company.

9.4 Termination of Claims Evaluation
Upon termination of this Agreement, Company shall immediately cease the evaluation of all Plan claims incurred after the date this Agreement terminates. For Plan claims incurred prior to the date this Agreement terminates, Company shall continue evaluation of all Plan claims and the performance of all other services hereunder until the claimant:

a) returns to work;
b) dies; or
c) reaches the maximum benefit duration;

whichever occurs first.

All other applicable provisions of this Agreement will continue to apply while Company provides any of these services.

9.5 Return of Claim Files Following Termination
Contractholder may, within three (3) years after termination of this Agreement, request in writing that Company send Contractholder any existing Plan claim files that Company holds in hard-copy form or electronically. Company may charge Contractholder $115 per hour for providing information in Company's standard format; or, if in non-standard format, any other charges, determined by Company to be reasonable and necessary to accommodate Contractholder's request.

9.6 Termination Due to Non-Appropriation
Nothing in this Agreement is intended or shall be deemed or construed as creating any multiple-fiscal year direct or indirect debt or financial obligation on the part of the Contractholder within the meaning of Colorado Constitution Article X, Section 20 or any other constitutional or statutory provision. All financial obligations of the Contractholder under this Agreement are subject to annual budgeting and appropriation by the Louisville City Council, in its sole discretion. Notwithstanding anything in this Agreement to the contrary, in the event of non-appropriation, this Agreement shall terminate effective December 31 of the then-current fiscal year.

SECTION 10: GENERAL PROVISIONS

10.1 Governing Law
This Agreement shall be governed by the laws of the State of Nebraska, without regard to the principles of conflicts of law of that State or any other state. Should any provision of this Agreement require judicial interpretation, the parties agree and stipulate that the court interpreting or considering this Agreement shall not apply any presumption that the terms of this Agreement shall be more strictly construed against a party who itself or through its agents prepared this Agreement. The parties acknowledge that all parties hereto have participated in the preparation of this Agreement, either through drafting or review, and that each party has had full opportunity to consult legal counsel of choice before execution of this Agreement.

10.2 Third Party Beneficiaries
This Agreement is for the benefit of Contractholder and Company and not for any other person or entity.

10.3 Headings
The headings of the various sections and subsections of this Agreement are inserted merely for convenience and do not, expressly or by implication, limit or define or extend the specific terms of the section or subsection so designated.

10.4 Conformance
Any terms or conditions of this Agreement that violate, conflict with or do not comply with any applicable law shall be amended to conform to such law. The parties hereto shall immediately amend this Agreement as required by applicable law.

10.5 No Waiver
Failure of either party to enforce any provision of this Agreement shall not operate to waive or modify such provision or render such provision unenforceable.

10.6 No Change
No modification or amendment of this Agreement shall be valid unless approved in writing by an officer of Company.

10.7 No Assignment
Services to be provided by Company under this Agreement may be performed in whole or in part by Company, by its parent, any of its affiliates or subsidiaries, or by any subcontractor selected by Company or by such parent, subsidiaries or affiliates. Except as set forth in the preceding sentence, neither party may assign or delegate any of the rights and obligations hereunder to any third party without the prior written consent of an officer of the other party.

10.8 Severability
In the event any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in effect.

10.9 Entire Agreement
This Agreement, including the Recitals, the Exhibits, and any amendments to the Agreement or the Exhibits, constitutes the entire agreement between the parties with respect to the Participants and the subject matter of this Agreement. All prior agreements with a publication date that precedes the publication date of this Agreement with respect to the Participants, whether oral or written, between Company and Contractholder relating to the subject matter of this Agreement are hereby declared null and void.

10.10 Independent Contractor
The only relationship between Contractholder and Company is the contractual relationship established by this Agreement. Company is an independent contractor and not an employee of Contractholder. None of the terms of this Agreement shall be construed as creating an employer-employee relationship. Company's authority shall be limited to that which is expressly stated in this Agreement.

10.11 Force Majeure
Company shall not be liable for any failure to meet any of the obligations or provide any of the services specified or required under this Agreement where such failure to perform is due to any contingency beyond the reasonable control of Company, its employees, officers, or directors. Such contingencies include, without limitation, acts of God, fires, wars, accidents, and labor disputes or shortages.

10.12 Counterparts
This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and said counterparts shall constitute but one and the same instrument.

10.13 Notice
Any notice required or permitted under this Agreement shall be in writing and personally sent by Certified Mail with all postage prepaid or by express mail delivery organization or overnight carrier or by facsimile upon actual receipt, addressed as set forth below or to such other address as either party may hereafter notify the other party in writing.

To Contractholder: City of Louisville
749 Main St
Louisville, CO 80027
ATTN: _____
Facsimile: _____

To Company: United of Omaha Life Insurance Company
3300 Mutual of Omaha Plaza
Omaha, NE 68175
ATTN: Group Insurance Underwriting
Facsimile: (402) 351-2537

10.14 Survival
Termination of this Agreement shall not terminate the rights or obligations of either party arising prior to termination, including, without limitation, any rights or obligations under SECTION 5: LIABILITY AND INDEMNIFICATION and SECTION 6: CONFIDENTIAL INFORMATION.

This Agreement has been duly executed in duplicate by the parties as of the dates set forth below.

CITY OF LOUISVILLE	**UNITED OF OMAHA LIFE INSURANCE COMPANY**
By:_____	By: _____
Typed Name: _____	Typed Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

For record keeping purposes, the publication date of this agreement is July 24, 2024.

EXHIBIT 1

DESCRIPTION OF SERVICES

SECTION 1: CLAIMS EVALUATION SERVICES

1.1 Evaluation of Plan Claims
Company shall provide facilities, furnish personnel and establish procedures, including claim files and systems, for evaluating Plan claims.

1.2 Eligibility
Company shall determine claimant's right to benefits under the Plan. In determining any person's right to benefits under the Plan, Company shall rely upon the census and eligibility information furnished by Contractholder.

1.3 Disability Evaluation
Provided that claims for Plan benefits are submitted to Company in an electronic or paper form that is satisfactory to Company, Company shall review claims which are incurred by a claimant on or after the Effective Date but before the date of termination of this Agreement for the purpose of evaluating:

a) whether the claimant is disabled based upon the Plan requirements, standard durational guidelines used by Company and any necessary medical information/records; and
b) the period for which benefits would be payable under the Plan due to disability. Company will notify Contractholder of Company's recommendation. In making its evaluation, Company may provide the following additional services, as Company determines to be necessary and appropriate:
    1. arrange for an independent medical examination of the claimant;
    2. arrange for extraordinary claim investigation, including, but not limited to, surveillance or private investigation services; and
    3. obtain any necessary medical information and records from health care providers.

In the event Company determines that any of the above listed additional services are necessary and appropriate, Company shall notify Contractholder of the fees/charges for such services and Contractholder shall be responsible for such fees/charges.

1.4 Calculation of Benefit Amounts
Contractholder will calculate the benefit amounts payable under the Plan and will advise the claimant and Company of the calculation.

1.5 Notice of Disability Determination
If Company determines that a claim is payable under the Plan, Company shall notify the claimant of the approval and that a benefit payment is forthcoming. Company shall also communicate the decision to the Contractholder. If Company determines that all or part of the benefit is not payable under the Plan, Company shall notify the claimant of the denial and of the claimant's right to appeal the denial. If requested by Contractholder, Company may advise Contractholder of the recommended handling prior to the notice of approval or denial to the claimant.

1.6 Claim Appeals
All appeals relating to any claim for benefits or any determination made by Company in accordance with Exhibit 1 hereto will be made by Contractholder who will perform a review of the claim and Company's determination. Contractholder shall communicate the appeal decision to the claimant. Contractholder shall ensure that the Plan, including, without limitation, any Plan description or employee communication relating to the Plan furnished to Participants, accurately and completely describes the claim appeal process.

1.7 Plan Benefit Booklet
Utilizing Company's standard provisions for the administration of a short-term disability plan, Company shall develop a benefit booklet for the Plan, which is a document outlining the terms and features of the Plan and its administration. Company shall provide the benefit booklet to Contractholder electronically. If Contractholder desires to revise the Plan benefit booklet, Contractholder shall notify Company of same and if the revisions are acceptable to Company, Company shall

revise the Plan benefit booklet accordingly. Contractholder shall distribute the Plan benefit booklets (including any updates or revisions) to Participants.

1.8 Payment of Plan Benefits

Contractholder is solely responsible for paying Plan benefits to claimants.

1.9 Phone Number

Company shall make available a toll-free customer service telephone number for Plan claimants.

1.10 Access to Online Claim Reports

Company shall provide to Contractholder access to certain reports, which Contractholder may access online at any time by utilizing a unique registration key, user identification and password as provided by Company to Contractholder. These standard reports shall identify the following:

a) approved claims;
b) terminated claims;
c) pending claims; and
d) monthly summary of approved/terminated/pending claims.

EXHIBIT 2

COMPENSATION AND PAYMENTS

Administration Fee

Contractholder shall pay Company by the end of the month following receipt of Company's monthly billing statement a monthly administration fee equal to $2.41 for each Participant covered under the Plan for that month.

Other Fees and Payments

Contractholder shall pay Company pursuant to the instructions on the billing statement, as follows:

a) Contractholder shall reimburse Company for any sales or use taxes, or any similar benefit or Plan-related charge, surcharge or assessment, however denominated, which may be imposed by any governmental authority upon the Plan or Contractholder; and

b) Contractholder shall pay to Company any other fee, interest, costs, attorney fees or charge described in the Agreement.

CONFIDENTIALITY AND SECURITY ADDENDUM

This CONFIDENTIALITY AND SECURITY ADDENDUM ("Addendum") is made a part of the Disability Administrative Services Agreement ("Agreement") between Contractholder and Company and is effective on the effective date of the Agreement.

SECTION 1: DEFINITIONS

The following terms shall have the following meanings.

Business Information means information, oral or in writing, that is either of such a nature that a party should reasonably believe it to be confidential or is designated as confidential by either party, including, without limitation, any information included on tapes, diskettes or other computer-generated materials that either party exchanges with the other party or its Representatives. If information is designated as confidential, such designation shall be in any written form which clearly communicates that the nonpublic business or financial information is confidential.

The term "Business Information" shall not include any information that:

a) is or becomes part of the public domain or publicly available through no act or omission or through no breach of any contracts;

b) is known at the time of disclosure without an obligation to keep it confidential, as evidenced by documentation in possession at the time of such disclosure;

c) becomes rightfully known from another source without restriction on disclosure or use; or

d) has been independently developed without the use of or any reference to Business Information.

Confidential Information means Business Information and Personal Information shared between the parties under this Addendum.

Information Security Breach means the unauthorized acquisition, access, use, disclosure, transmittal, storage or transportation of Confidential Information which is not permitted by law or by the terms of this Addendum.

Personal Information means a first name or initial, and last name, in combination with medical or financial information such as Social Security number, past, present or future physical or mental health condition or treatment, or other similar individually identifiable personal information that is not publicly available.

Representatives means all directors, officers, employees, agents, consultants, subcontractors, professional advisors and affiliates of a party.

SECTION 2: OBLIGATIONS REGARDING CONFIDENTIAL INFORMATION

2.1 Confidentiality
Each party agrees to retain the other party's Confidential Information in confidence, and shall not use, disclose, transmit, store or transport such Confidential Information except as allowed by law or this Agreement.

2.2 Reporting an Information Security Breach
Each party agrees to report to the other party any Information Security Breach of which it becomes aware and shall cooperate to mitigate any such Information Security Breach.

2.3 Termination
The terms of this Addendum shall remain in effect for so long as Confidential Information is maintained.

2.4 Disposal of Confidential Information
Each party agrees to maintain a security policy for the disposal of paper and any other media that contains Confidential Information that includes a technology or methodology that will render Confidential Information unusable, unreadable or indecipherable.

SECTION 3: GENERAL SECURITY REQUIREMENTS

Company's security policies require appropriate safeguards commonly available, such as anti-virus, malware protection, firewalls and encryption, to prevent any use, disclosure, transmittal, storage or transportation of Personal Information other than as provided for by this Addendum. Company has a written, comprehensive information security program for the establishment and maintenance of a security system covering all electronic equipment, including its computers, and any wireless system that, to the extent technically feasible, has the following elements:

a) Secure user authentication protocols that include:
    1. control of user IDs and other identifiers;
    2. a reasonably secure method of assigning and selecting passwords, or use of unique identifier technologies, such as biometrics or token devices;
    3. control of data security passwords to ensure that such passwords are kept in a location and/or format that does not compromise the security of the data they protect;
    4. restricting access to active users and active user accounts only;
    5. blocking access to user identification after multiple unsuccessful attempts to gain access or limitation placed on access for the particular system;
    6. prohibitions against sharing or migrating access privileges to another individual; and
    7. assignment of access privileges only to identifiable, individual accounts.
b) Secure access control measures that:
    1. restrict access to records and files containing Personal Information to those who need such information to perform their job duties; and
    2. assign unique identifications plus passwords, which are not vendor supplied default passwords, to each person with computer access, that are reasonably designed to maintain the integrity of the security of the access controls.

Company will reasonably monitor systems for unauthorized use of or access to Personal Information.

Company will educate and train employees on the importance of Personal Information security. In addition:

a) Company will designate one or more employees to maintain the comprehensive information security program that considers internal and external risks to the security, confidentiality and/or integrity of electronic, paper or other records containing Personal Information, and will evaluate and improve, where necessary, the effectiveness of their current safeguards for limiting such risks;
b) Company's security policies contain requirements for storage, access and transportation of records containing Personal Information outside of business premises; and
c) Company's security policies require termination of inactive employees' access to Personal Information.

SUBJECT: **APPROVAL OF COAL CREEK GOLF COURSE FOOD & BEVERAGE SERVICES CONTRACT**

DATE: **SEPTEMBER 17, 2024**

PRESENTED BY: **ADAM BLACKMORE, PROS DIRECTOR**

OVERVIEW:
The City of Louisville and Coal Creek Golf Course utilize contracted services for food and beverage/concessionaire offerings in the Golf Course clubhouse and on the Golf Course property. The current agreement expires at the end of 2024. The opportunity to bid for services after 2024 was posted on Bidnet and the City's website on 5/23/24 and in the Daily Camera on 6/2. The City received one complete bid for services (Western Golf Hospitality) and would like to proceed with the approval of a services contract beginning in 2025.

FISCAL IMPACT:
Contracted financial terms to Louisville include: Annual reimbursement of sales tax due, Annual Concession Fee of $30,000, and 5% of gross sales over $575,000.

RECOMMENDATION:
Award service contract for Coal Creek Golf Course food and beverage services to Western Golf Hospitality.

ATTACHMENT(S):
1. Western Golf Hospitality Contract
2. Western Golf Hospitality Bid

STRATEGIC PLAN IMPACT:

☒	**Financial Stewardship & Asset Management**	☐	**Reliable Core Services**
☐	**Vibrant Economic Climate**	☒	**Quality Programs & Amenities**
☐	**Engaged Community**	☐	**Healthy Workforce**
☐	**Supportive Technology**	☐	**Collaborative Regional Partner**

INDEPENDENT CONTRACTOR AGREEMENT BY AND BETWEEN THE CITY OF LOUISVILLE AND WESTERN GOLF HOSPITALITY LLC FOR FOOD AND BEVERAGE CONCESSION SERVICES

This Independent Contractor Agreement, hereinafter called the "Agreement," is made and entered into this _____ day of _____, 2024, by and between the CITY OF LOUISVILLE, a Colorado home rule municipal corporation, located at 749 Main Street, Louisville, Colorado, 80027, hereinafter called "City," and WESTERN GOLF HOSPITALITY LLC, dba The Grill at Coal Creek, a Colorado limited liability company, located at 600 S. Race St, Denver, Colorado hereinafter called "Concessionaire."

ARTICLE 1

Concession Space

1.1 Definition of Concession Space. For the purposes of this Agreement, the "Concession Space" shall mean the following areas at the Coal Creek Golf Course, 585 W. Dillon Road, Louisville, Colorado, 80027:

> The west three-fourths of the main floor in the Clubhouse building, restrooms, and common entry, plus the adjacent outdoor patio, shade shelter, which areas are depicted on the drawing attached hereto as Exhibit A, which is incorporated herein by this reference, and other space adjacent to the Clubhouse building or on the golf course grounds as may be needed based upon specific demand for service, and upon prior approval by the City Representative (as defined in Section 17.13, below).

1.2 Use of Concession Space. The Concessionaire shall have use of the Concession Space for the purpose of offering food, non-alcoholic beverages, licensed alcoholic beverages, and related services to golfers using Coal Creek Golf Course and to the public.

ARTICLE 2

Concessionaire's Use of the Clubhouse and the Concession Space

2.1 In General. Subject to other limitations expressed in this Agreement, the City grants to Concessionaire the right of exclusive use of the Concession Space and the right to use in common with others the public areas of the

Clubhouse building and the grounds of the Coal Creek Golf Course in conjunction with its food and beverage operations (and for no other purpose) in such spaces and manner as may be prescribed by the City.

2.2 Smoking. Smoking instruments, electronic smoking devices and tobacco and marijuana products of any kind shall not be sold or otherwise supplied by Concessionaire at Coal Creek Golf Course. Smoking is not permitted in any areas of the Clubhouse, on the adjacent patio, within 15 feet of any entrances, or the shade shelter located on the golf course property. Concessionaire shall comply with any other requirements of applicable City of Louisville ordinances and Colorado state law regarding smoking, electronic smoking devices and tobacco products.

2.3 Restriction on Items Offered for Sale. Concessionaire may offer such non-food or non-beverage items as are incidental to its food and beverage service, except for smoking instruments, electronic smoking devices and tobacco and marijuana products, as prohibited by Section 2.2.

2.4 Compliance with Applicable Law. The Concessionaire agrees to comply fully with all applicable state and federal laws and regulations and municipal ordinances, as well as all rules and regulations, policies, and procedures adopted by the City or Parks, Recreation and Open Space Department having jurisdiction over Coal Creek Golf Course.

ARTICLE 3

Rights of Ingress and Egress

3.1 In General. The Concessionaire shall have the right of ingress and egress to and from the Clubhouse and Concession Space for Concessionaire's employees, agents and invitees to the extent reasonably necessary in connection with the conduct of Concessionaire's business under this Agreement. Areas designated as restricted areas by the City shall be excluded.

3.2 Closures. The City may, at any time, temporarily or permanently, close, consent to, or request the closing of any roadway or any other way, presently or hereafter used as such, that may provide access to the Clubhouse or Coal Creek Golf Course, so long as a reasonable and safe means of ingress and egress to the Clubhouse remains available to Concessionaire.

ARTICLE 4

Undertakings of Concessionaire

4.1 Service. Concessionaire agrees as follows:

4.1.1 Except as provided in Article 9, the Concessionaire shall furnish and pay for all equipment, goods, labor, transportation, supervision and services necessary to provide food and beverage services in accordance with this Agreement.

4.1.2 Services provided by the Concessionaire shall include the maintenance of an adequate stock of food and beverage supplies, condiments, dishes, silverware, napkin dispensers, salt and pepper shakers, cups and glassware, and any kitchen utensils or bar equipment as necessary to serve the demand for such items at the Coal Creek Golf Course.

4.1.3 Concessionaire acknowledges the desire and obligation of the City to provide golfers and the public high quality food and beverages and a high level of public service. Therefore, Concessionaire agrees to offer for sale from the Concession Space only high quality food and beverages at fair and competitive pricing, relative to comparable restaurant facilities in Louisville. If, in the opinion of the City, the pricing is not comparable, or the selection of items offered is inadequate or not of high quality, or if any of the items are found to be objectionable for display and/or sale in a public facility, then the pricing shall change or the items shall be removed or replaced as required by the City. The City Representative shall meet and confer with Concessionaire regarding such matters. However, Concessionaire acknowledges that the City's determination as to the same shall be conclusive. Failure of Concessionaire to correct, rectify or modify its prices or quality within five (5) days of being advised in writing to do so shall be cause for default.

4.1.4 Concessionaire shall submit bi-annually to the City for review a list of all items to be sold in the Concession Space, and proposed prices for all such items. The Concessionaire shall submit to the City in writing all subsequent item and price changes.

4.2 Hours of Operation. Subject to the exception for inclement weather expressed in 4.2.2 below, the food service operation shall be open for business not less than one-half hour before the first available tee time and remain open until at least sundown (April 1 to October 31). Specifically, the parties agree that full food service shall commence at 7 am, and that prior to that time, Concessionaire will have grab and go food options for purchase.

4.2.1 The parties agree that the hours of operation during the months of November, December, January, February, and March, shall be from no later than 10:00 a.m. to no earlier than 2:00 p.m. daily, at a minimum. However, the Concessionaire shall not be required to operate the concession when the golf course is closed due to bad weather or other reasons as decided by the City.

4.2.2 Throughout the year, Concessionaire may, in its own discretion, close the concession during inclement weather, or provide less than a full-service operation pending customer demand during specified times, unless the closure or service level is objected to by the City, in which case the Concessionaire shall adjust its operations in order to satisfy the City's objections.

4.3 Special Events Option. Concessionaire shall have the first option, upon request by the City or the Coal Creek Head Golf Professional or his/her designee, but shall not be obligated, to provide luncheons or other meals for special occasions, including but not limited to league meetings and tournaments. In the event such a request is made and Concessionaire elects not to provide such services, the City or the Coal Creek Head Golf Professional or his/her designee, may provide food and beverage services through other means. Such services shall not make use of the non-public areas of the Concession Space, unless approved by Concessionaire.

4.4 4th of July. Section 4.3 notwithstanding, the City retains the right to host the 4th of July Celebration at Coal Creek Golf Course including the right to contract with food trucks and outside food and non-alcoholic beverage vendors to promote and sell food, non-alcoholic beverages and merchandise as approved by the City and coordinated with the Concessionaire.

4.5 Concessionaire Personnel. Concessionaire shall control the conduct and demeanor of its agents and employees. If the City so requests, Concessionaire agrees to supply and require its employees to wear suitable attire and to wear or carry badges or other suitable means of identification, the form of which shall be subject to prior and continuing approval of the City.

4.5.1 The Concessionaire agrees to provide to the City, when requested, a current list and completed background checks of employees, volunteers, and other representatives or agents of Concessionaire that will be working on behalf of Concessionaire in providing services to the City under this Agreement. The Concessionaire and the City acknowledge and agree that certain services provided by Concessionaire will require that employees, volunteers, and other representatives or agents of Concessionaire act in positions of trust which are those positions that will entail as a regular part of duties the handling of and accounting for funds of the City and City property, or will entail the engagement in direct contact with youth and other members of the general public. Accordingly, Concessionaire agrees that all employees, volunteers, and other representatives or agents of the Concessionaire in such positions of trust shall be screened at Concessionaire's expense.

4.5.2 In the event that a background check, or any other information available to the Concessionaire or the City, raises questions about the

trustworthiness, fitness for provision of services under this Agreement, competence or suitability of any individual for a position of trust of any kind, including handling of funds, City equipment or property, or working with youths or other members of the general public, the Concessionaire shall not allow such individuals to provide services required or permitted under this Agreement.

4.5.3 Upon receipt of written notice from the City of any reasonable objection from the City concerning trustworthiness, fitness for provision of services under this Agreement, competence or suitability of any individual for a position of trust of any kind, or concerning conduct, demeanor or competence of any employee or volunteer of Concessionaire, the Concessionaire shall immediately take all lawful steps to remove or otherwise address to the City's reasonable satisfaction the cause of the objection or to remove such individual from the performance of any services provided hereunder.

4.5.4 The following constitutes unacceptable personal conduct that the parties acknowledge and agree shall be subject to reasonable objection by the City. The parties acknowledge that other conduct not listed in this Section may be determined by the City to be reasonably expected to impair Concessionaire's ability to provide satisfactory services under this Agreement, and may also give rise to a reasonable objection by the City to which Concessionaire shall be expected to respond as set forth herein. In the event that Concessionaire, or the individual site manager if different from Concessionaire, commits any of the following examples of unacceptable conduct, or fails or refuses to take reasonable action to correct such conduct by any person providing services for or on behalf of Concessionaire hereunder, the City may give Concessionaire notice of violation and proceed in the manner as set forth in Section 16.1.9.

A. Commission or conviction of a felony, or of any crime involving moral turpitude;
B. Theft or misuse of City money or property;
C. Harassment of, or discrimination against, any individual based on race, religion, national origin, age, sex, sexual orientation, disability, gender identity, gender expression, or other status protected by state or federal laws;
D. Falsification, unauthorized use or destruction of City records, reports or other data or information belonging to the City;
E. Abusive or threatening treatment of any person, including, but not limited to physical, verbal, or written confrontation;
F. Using, consuming, possessing, having in the body or distributing alcohol (except in the normal performance of concession services) or controlled substances as outlined by

federal law during working time;

G. Destruction, loss or abuse of City property;
H. Unauthorized use of City equipment or property for personal use; or
I. Possessing, distributing, or maintaining sexually explicit materials on City property.

4.6 Statements. Recordkeeping and Audits. Concessionaire shall keep accurate books and records of the business, including an accounting of all revenue and expenses of the concession operation, in accordance with good accounting practice and in such form as is satisfactory to the City. The Concessionaire hereby grants to the City the right to audit Concessionaire's books and records for its operation at Coal Creek Golf Course and agrees to make available to the City, or its authorized representative, at any time between the hours of 9:00 a.m. and 5:00 p.m., Monday through Friday, at the City's choice of either the offices of the City or Coal Creek Golf Course, all records, books and relevant related information as may be required for audit purposes. If any audit reveals that Gross Sales for any payment period have been under-reported, Concessionaire shall pay the additional Concession Fees found to be due, all City costs incurred for the audit, and interest on the unpaid amount from the date due to the date paid in full at the rate of one and one-half percent (1.5%) per month.

4.7 Physical Interference. Concessionaire shall not do, nor permit to be done, anything which may interfere with the effectiveness or accessibility of the drainage system, sewerage system, fire protection system, sprinkler system, alarm system and fire hydrants and hoses, if any, installed or located in the Clubhouse or elsewhere at Coal Creek Golf Course.

4.8 Taxes. Concessionaire agrees to pay all local, state and federal social security, unemployment insurance, sales, use, personal property, possessory interest, and other taxes, assessments and payments-in-lieu which, during the Initial Term of this Agreement or any subsequent Renewal Term, may become a lien of which may be levied or charged by the State, County, City of Louisville or other tax-levying body upon or with respect to the Concession Space, or Coal Creek Golf Course, upon any taxable interest acquired by the Concessionaire in this Agreement, or any taxable possessory right which Concessionaire may have in or to the Concession Space or facilities or the improvements thereon, by reason of Concessionaire's occupancy or use thereof, or otherwise, as well as all taxes on taxable property, real or personal, owned by Concessionaire or taxes on Concessionaire's operations or activities in or about the Concession Space, Clubhouse, or elsewhere at Coal Creek Golf Course. However, except as otherwise permitted by this Agreement, no charges, fees or taxes of any nature shall be imposed by the City solely upon Concessionaire for exercising any right or privilege granted by the City to Concessionaire in this Agreement with respect to the use of the Concession Space and Clubhouse. Nothing herein shall prevent Concessionaire from protesting, through due process, any taxes levied.

4.9 Licenses. Concessionaire agrees to obtain and pay for all licenses necessary in connection with its operation, including but not limited to, a County Health Department Food Services Establishment inspection, a Hotel-Restaurant with Optional Premises Liquor License, and a City business registration and sales tax license. Failure to qualify for, or to maintain, a liquor license or other required license, or failure to obtain any such license within ninety (90) days of execution of this Agreement shall constitute a default hereunder.

4.9.1 Any such licenses held by the Concessionaire in connection with this Agreement shall be surrendered by the Concessionaire upon termination of this Agreement.

4.9.2 Upon Concessionaire's surrender of all licenses and acquisition of new licenses by such replacement concessionaire as the City may select, the City shall reimburse Concessionaire for such proportional amount of the cost of the license as may be attributable to any remaining period which may exist from the date of Concessionaire's surrender to license expiration.

4.9.3 For the purpose of the Hotel-Restaurant with Optional Premises Liquor License, the "premises" shall be defined to include The Clubhouse and Patio, the Golf Course Shade Shelter, and the entire grounds of Coal Creek Golf Course.

4.10 Turn Menu. The Concessionaire shall provide "ready to go" options including, but not limited to, pre-made sandwiches, burgers, hot dogs, bratwursts and other snack foods, to be sold in the restaurant and beverage/food carts.

4.10.1 Beverage/Food Cart(s). Concessionaire shall be required to provide and operate a minimum of one (1) beverage/food carts in order to provide food and beverage services on the grounds of the Coal Creek Golf Course from April through October or when a sufficient number of customers are golfing between November and March, unless the City determines that cart service is not necessary due to weather conditions or daily play. City-owned or leased golf carts shall not be used for this purpose unless approved by the City.

4.10.2 The Concessionaire is hereby granted use of the current beverage/food cart at no charge. Concessionaire, if required, will make arrangements as necessary to provide a second beverage/food cart as per Section 4.10.1.

4.10.3 Vending Machines. This Agreement does not contemplate Concessionaire's use of vending machines in the supplying of food, beverages or incidental items during the April through October golf season. Any installation or use of vending machines is subject to the prior written consent of the City Representative, which consent is within the City's sole and absolute discretion.

ARTICLE 5

[Intentionally omitted]

ARTICLE 6

6.1 Term. The term of this Agreement shall commence on January 1, 2025 (the "Effective Date") and, unless sooner terminated as provided herein, shall expire on December 31, 2028 (the "Initial Term").

6.2 Renewal. This Agreement shall automatically renew annually for up to two (2) additional one-year terms (each a "Renewal Term"), unless the Concessionaire is in default or unless one party serves written notice on the other party of its intention to terminate the Agreement, at least ninety (90) days prior to the end of the then-current term.

6.3 Holding Over. In the event that the Concessionaire, or its successor in interest, if any, shall remain beyond the term of the Agreement as set forth herein ("holdover period"), although no right to remain is given by this Article, such holdover period shall be subject to all provisions and conditions of this Agreement, except that the City shall have the sole right to determine reasonable fees for any holdover period.

6.4 Early Termination; Notwithstanding anything herein to the contrary, if this Agreement is terminated by the Concessionaire before December 31, 2028, without cause, the City shall be entitled to ownership of all improvements and fixtures installed by the Concessionaire, and shall not be required to compensate the Concessionaire for any such improvements and fixtures. Any such improvements or fixtures installed by Concessionaire shall be deemed property of the City at no cost to the City. Should the Concessionaire terminate this Agreement prior to December 31, 2028, without cause, the Concessionaire shall reimburse the City for any amounts credited against the Concession Fee pursuant to Section 9.5 hereof within thirty (30) days of invoicing. This Section 6.4 shall survive termination of this Agreement.

6.5 Termination for Non-Appropriation. Nothing in this Agreement is intended or shall be deemed or construed as creating any multiple-fiscal year direct or indirect debt or financial obligation on the part of the City within the meaning of Colorado Constitution Article X, Section 20 or any other constitutional or statutory provision. All financial obligations of the City under this Agreement are subject to annual budgeting and appropriation by the Louisville City Council, in its sole discretion. Notwithstanding anything in this Agreement to the contrary, in the

event of non-appropriation, this Agreement shall terminate effective December 31 of the then-current fiscal year.

ARTICLE 7

Fee for Conducting Business

7.1 Concession Fee. For the privilege of conducting the concession operations hereunder, and for the exclusive use of the Concession Space, the Concessionaire shall pay to the City a Concession Fee as follows:

7.1.1 Concessionaire shall pay to the City a Concession Fee of $30,000 annually plus 5% of revenues in excess of $575,000, payable at the times specified in Section 7.2 below.

7.1.2 During the term of this Agreement and in addition to the Concession Fee, Concessionaire shall at its own expense provide busing and janitorial services described in Section 8.3. Concessionaire agrees to comply with all applicable state and local health and safety regulations regarding food and beverage services.

7.2. Time of Payment; Reports. The Concessionaire shall pay the Concession Fee at the rate of $5,000 per month no later than ten (10) days after the first day of the months of June through November, for each year this Agreement is in effect, for a total of $30,000 annually. Payment of 5% of revenues in excess of $575,000 will be calculated at the conclusion of the calendar year and will be due no later than April fifteenth (15th) of the following year.

7.3 Interest on Past Due Amounts. Concessionaire shall pay interest on all past due amounts, , including when a check is returned for insufficient funds, at the rate of eighteen percent (18%) per annum, or at the maximum rate permitted by law, from the due date, until paid. In addition, a late fee equal to _____ shall be added to all past due amounts, including when a check is returned for insufficient funds. Until paid, any Concession Fees or other amounts due the City shall constitute a lien upon the trade fixtures, equipment and personal property of Concessionaire located at City property and the Concessionaire agrees to execute and file upon City requests the statement(s) required to perfect such interest.

7.4 Method of Payment. Payment for all fees under Article 7 shall be by check or money order payable to the order of "City of Louisville" and shall be mailed or personally delivered to the Finance Director at 749 Main Street, Louisville, Colorado 80027.

ARTICLE 8

Utilities, Maintenance and Janitorial Duties

8.1 Utilities and Basic Custodial Services. The City shall provide the Food & Beverage Concessionaire's gas for the beverage/food cart, cable/satellite, electricity, trash/hazardous waste/recycling/composting services, local phone service, water, sewer, fire safety and security and basic professional services and custodial services.

8.2 Maintenance and Repair. The City shall maintain and repair the Clubhouse building, Concession Space and City equipment and fixtures (defined in Article 9). The Concessionaire will be responsible for 50% of the cost for repair/maintenance/replacement of City-owned equipment (defined in Article 9), beginning on the Effective Date, unless negligence is determined and then the Concessionaire shall have total financial responsibility. Concessionaire shall submit all requests for repairs or maintenance to the City Representative. Notwithstanding anything to the contrary contained herein, the City shall not in any way be liable to the Concessionaire for failure to make repairs as herein specifically required of it unless the Concessionaire has previously notified the City in writing of a need for such repairs, and the City has failed to commence and complete said repairs within a reasonable period of time following receipt of the Concessionaire's written notification.

8.2.1 The Concessionaire shall neither hold nor attempt to hold the City liable for any injury or damage, either approximate or remote, occasioned through or caused by defective electrical wiring or the breaking or stoppage of plumbing or sewage upon the Concession Space, whether said breakage or stoppage results from freezing or otherwise.

8.3 Cleaning and Custodial. The Concessionaire shall keep the Concession Space and its fixtures clean and in good sanitary condition as required by the ordinances, resolutions, statutes and health, sanitary and police regulations of the City of Louisville, County of Boulder and State of Colorado.

8.3.1 Concessionaire shall thoroughly clean the entire Concession Space, including all equipment and fixtures, whether provided by the City or Concessionaire, the grill and exhaust, floors, counters, refrigerators and all coils at least four times per year.

8.3.2 Concessionaire is responsible for the ongoing cleanliness of the Concession Space in order to provide a clean and orderly appearance for golfers and the public, including but not limited to the following tasks, which

concessionaire obligations are in addition to custodial services provided by the City: busing and cleaning tables, chairs, patio deck, floor areas and common areas/hallways, removing trash accumulations to designated recycling and trash containers, and cleaning restrooms located in the Clubhouse and patio deck.

8.3.3 Recognizing that golfers and other members of the public will use the Clubhouse restrooms in addition to the patrons of the Concessionaire, the City agrees to participate in the ongoing cleanliness of the restrooms by providing basic custodial services, as described in Section 8.1. The head Golf Course professional and the Concessionaire's manager will monitor janitorial services and may revise restroom cleaning schedules and procedures from time to time with the approval of the City Representative.

ARTICLE 9

Acceptance and Trade Fixtures

9.1 Concession Space, City Equipment and Fixtures. In addition to the Concession Space, the City shall provide the following "City-owned equipment":

9.1.1 Existing equipment as listed on Exhibit B, attached hereto and made a part hereof;

9.1.2 Lighting fixtures for general area illumination; and

9.1.3 Heat and air conditioning.

9.2 Acceptance. On the date of the commencement of this Agreement, Concessionaire shall acknowledge that it accepts the Concession Space as well as any City-owned equipment and fixtures "as is."

9.3 Installation of Equipment and Trade Fixtures. Except for the items listed on Exhibit B, no equipment, trade fixtures, signs or other personal property used by Concessionaire in its business, whether or not attached to the Clubhouse or any improvements thereon, shall be installed without the prior written approval of the City.

9.4 Removal of Equipment, Trade Fixtures. Concessionaire shall have the right at any time during the term of this Agreement or upon termination and within ten (10) days thereafter, to remove all trade fixtures, equipment and other personal property owned by Concessionaire that is not subject to any

valid lien the City may have thereon for unpaid amounts due the City under this Agreement; provided, however, that this right does not apply to circumstances of early termination as described in Section 6.4. Any property not so removed by Concessionaire upon termination shall become a part of the realty on which it is located and title thereto shall vest in the City.

9.5 Additional Improvements. As an incentive to improve the Concession Space, the City agrees to offset a portion of the Concession Fee due by Concessionaire under this Agreement by fifty percent (50%) of the cost of up to fifty thousand dollars ($50,000) in capital improvements made by Concessionaire to the Concession Space during the Initial Term of this Agreement (the "Credit"). No improvements may be made without prior written authorization from the City, and the cost of any improvements made without such City authorization shall not be reimbursed by the City or credited against the Concessionaire Fee due from Concessionaire under this Agreement. Any Concessionaire request for City authorization of capital improvements must include the total estimated cost of the improvement(s), equipment or item(s), installation and construction plans, the requested level of participation from the City, and a brief justification for the request. No Credit will be applied until the subject capital improvements are accepted by the City. Prior to such acceptance, the Concessionaire shall submit an invoice showing the Concessionaire's total cost in installing and constructing the authorized capital improvements. After the City has accepted the capital improvements that are the subject of the Credit, the Credit will be applied to the Concessionaire Fee on a prorated, monthly basis beginning the next month the Concessionaire is obligated to pay the Concession Fee, and ending the last month the Concessionaire is obligated to pay the Concession Fee during the initial term. (For example, if the City accepts capital improvements in December 2025, the first prorated portion of the Credit shall be applied in June 2026.) No Credit for a single month shall exceed the amount of the Concession Fee due in such month during the Initial Term; except that, if there exists a Credit balance in favor of the Concessionaire at the end of the Initial Term, (i) the parties may agree to apply the remainder of the Credit on a prorated, monthly basis in any Renewal Term (if and only if the Agreement term is extended pursuant to Section 6.2), or (ii) the City shall reimburse the Concessionaire for the value of the Credit at the end of the Initial Term. Any capital improvements made to the Concession Space pursuant to this Section shall be maintained in good working condition by the Concessionaire at its sole cost and expense during the term of this Agreement. Any capital improvements made to the Concession Space shall become property of the City when accepted by the City. All manufacturer or other warranties applicable to the capital improvements shall be made in the name of and for the benefit of the City.

ARTICLE 10

Damage by Concessionaire

The Concessionaire shall be liable for and shall repair, replace or cause to be repaired or replaced within fifteen (15) calendar days after occurrence, any damage to the Clubhouse, including the Concession Space, or to City's property, equipment and fixtures (defined in Article 9) caused by Concessionaire, its officers, agents, employees or anyone acting under its direction and control, ordinary wear and tear excepted. All repairs or replacements shall be made promptly and when necessary and shall be in a quality and of a class at least equal to the original. If the damage for which Concessionaire is liable is to the Concession Space, Concessionaire shall continue to be liable for all Concession Fees owed for the Concession Space, even if it has been rendered untenantable.

ARTICLE 11

Total or Partial Destruction

11.1 Concession Space or Other Major Component Rendered Untenantable. In case, during the Initial Term or any Renewal Term of this Agreement, the Concession Space, Clubhouse, Golf Course or any principal part of any one of them shall be destroyed or shall be so damaged by fire, flood or other casualty so as to be rendered untenantable or unusable as determined by the City:

11.1.1 Then, in such event, at the option of the City or Concessionaire, the term hereby created shall cease, and this Agreement shall become null and void from the date of such damage or destruction, and Concessionaire shall immediately surrender the Concession Space and its interest therein to the City; provided, however, that the City or Concessionaire shall exercise such option to so terminate this Agreement by notice, in writing, delivered to the other party within thirty (30) days after the City's determination of untenantability or unusability.

11.1.2 In the event neither the City nor Concessionaire shall elect to terminate this Agreement, this Agreement shall continue in full force and effect; and the City shall repair the Concession Space, Clubhouse, or Golf Course excluding improvements or equipment, signs, trade fixtures or other personal property installed by Concessionaire, with all reasonable speed, placing the same in as good a condition as it was at the time of the damage or destruction.

11.2 Concession Space Only Untenantable. In the event of destruction rendering only the Concession Space untenantable, the City shall endeavor, but not be obligated to make substitute premises available for Concessionaire's use. During any period of use by Concessionaire of such substitute Concession Space, the City may direct that the Concessionaire's Fee shall be abated proportionately.

11.3 Components Tenantable. If the Clubhouse, Concession Space or Golf Course shall be only injured by fire or the elements to such extent so as not to render the same untenantable and unfit for use and occupancy, the City shall repair the same with all reasonable speed.

11.4 Removal of Rubbish. In any event, upon the occurrence of damage or destruction, Concessionaire shall remove all rubbish, debris, merchandise, furniture, furnishings, equipment and other items of its personal property within five (5) calendar days after request being made by the City.

11.5 No Claim by Concessionaire. No compensation or claim shall be made by or allowed to Concessionaire by reason of any inconvenience or annoyance arising from the necessity of repairing any portion of the Clubhouse or Coal Creek Golf Course, however the necessity may occur.

11.6 Exception for Damage Caused by Concessionaire. In the event of damage caused by Concessionaire, its officers, agents, employees or anyone acting under its direction and control as more specifically addressed in Article 10 of this Agreement, the provisions of Article 10 shall govern in any conflict between Article 10 and Article 11.

ARTICLE 12

Indemnification and Insurance

12.1 City's Liability. The City shall not in any way be liable for any cost, liability, damage or injury, including cost of suit and reasonable expenses of legal services, claimed or recovered by any person whomsoever or whatsoever as a result of any operations, works, acts or omissions performed within Coal Creek Golf Course and Clubhouse by Concessionaire, its agents, employees or contractors unless caused by the gross negligence or willful misconduct of the City, its employees, agents or contractors.

12.2 Indemnification. Concessionaire shall defend, indemnify and hold the City, its officers and employees, harmless from all claims, demands, judgments, costs and expenses, and legal fees including attorneys' fees,

claimed or recovered (whether justly, unjustly, falsely, fraudulently or frivolously) by any person by reason of injury to or death of any individual person or persons, or by reason of damage to, destruction or loss of use of any property, including City's personnel and City's property, directly or indirectly arising out of, resulting from or occurring in connection with any operations, works, acts or omissions of Concessionaire. As used in this Section, the term "Concessionaire" includes the respective directors, officers, agents, employees, contractors and subcontractors of Concessionaire, and any person or entity acting under Concessionaire's direction and control. In the event a subcontractor performs any work under this Agreement the Concessionaire shall be responsible for any liability directly or indirectly arising out of the work performed by such subcontractor.

12.3 Intellectual Property Representation. Concessionaire represents that it is the owner of or is fully authorized to use any and all services, processes, machines, articles, makes, names or slogans used by it in its operation or in any way connected with this Agreement. Should the Agreement be terminated by the City or the Concessionaire, the Concessionaire agrees that the City, at its sole and absolute discretion, may continue to use the name "The Grill at Coal Creek," to advertise, market and provide food and beverage concession services at Coal Creek Golf Course.

12.4 Concessionaire Insurance. Without limiting any of the Concessionaire's obligations hereunder, the Concessionaire shall provide and maintain insurance coverage naming the City as an additional insured under this Agreement as specified in Exhibit C, which is attached hereto and incorporated herein by this reference.

12.5 Precautions Against Injury. The Concessionaire shall take all necessary precautions in performing the operations hereunder to prevent injury to persons and property.

12.6 Failure to Insure. Failure of Concessionaire to take out and/or maintain, or the taking out and/or maintenance of any required insurance shall not relieve Concessionaire from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with the obligations of Concessionaire concerning indemnification. In the event the Concessionaire fails to maintain insurance required hereunder, the City may, at its option, take out and maintain at the expense of the Concessionaire such insurance as the City may deem proper. The City may offset the cost of any such insurance from any monies that may be due or become due to the Concessionaire under this Agreement.

ARTICLE 13

No Interest in Real Property

Concessionaire agrees that this Agreement constitutes merely a right to use and occupy the Concession Space for a limited purpose and does not create or convey to Concessionaire any interest in real property.

ARTICLE 14

Assignment

The Concessionaire shall not assign this Agreement, sublet or otherwise allow any person or entity to take possession of all or any portion of the Concession Space without prior written consent of the City nor permit any transfer by operation of law of Concessionaire's interest created hereby, other than by merger or consolidation, unless Concessionaire has obtained the prior written approval of the City. Any purported assignment without such prior written approval of the City shall be void.

ARTICLE 15

Right of City to Enter, Inspect and Make Repairs

15.1 In General. City and its authorized employees, agents, contractors and other representatives shall have the right (at such times as may be reasonable under the circumstances and with as little interruption to Concessionaire's operation as is reasonably practicable) to enter upon any part of the Concession Space for the following purposes:

15.1.1 To inspect such premises at reasonable intervals during regular business hours (or at any time in case of emergency) to determine whether Concessionaire has complied with and is complying with the terms and conditions of this Agreement with respect to such premises;

15.1.2 To perform or cause to be performed maintenance and make repairs and replacements; and

15.1.3 To make structural additions and alterations.

15.2 Obstruction by City. All entries made for the purposes enumerated above shall, except as otherwise provided in Article 11, Total or Partial Destruction, be without abatement of Concession Fees or damage for inconvenience. However, in the event any entry by City in the Concession Space for the purpose of making repairs or alterations as provided for in Section 15.1 above (other than repairs

necessitated as a result of damage by Concessionaire under Article 10) constitutes a substantial obstruction to and impairment of Concessionaire's right of use of such Concession Space, then Concessionaire shall be entitled to a fair and just temporary abatement of the Concession Fee for such premises during the period required by City to make such repairs, not to exceed a prorated daily rate. The abatement remedy in this Section is Concessionaire's exclusive remedy for substantial obstruction and impairment by the City of Concessionaire's right to use the Concession Space. The Concessionaire hereby waives, and releases the City from, any potential claims for direct or indirect damages (including but not limited to lost profits and reduction in revenues) that may arise out of the City's substantial obstruction and impairment of Concessionaire's right to use the Concession Space.

15.3 Obstruction by Concessionaire. In the event that any personal property of Concessionaire shall obstruct the access of the City, its officers, employees, agents or contractors, or a utility company furnishing utility service to any of the existing utility, mechanical, electrical and other systems, and thus shall interfere with the inspection, maintenance or repair of any such system, Concessionaire shall move such property, as directed by the City or said utility company, in order that access may be had to the system or part thereof for inspection, maintenance or repair. If Concessionaire shall fail to so move such property after direction from the City or said utility company to do so, the City or the utility company may move it without liability for damage sustained inmoving.

15.4 No Eviction or Abatement. Exercise of any or all of the foregoing rights in this Article, by the City, or others under right of the City, shall not be, nor be construed to be, an eviction of Concessionaire, nor be made the grounds for any abatement of Concession Fees nor any claim or demand for damages against the City, consequential or otherwise, except claims for damages to person or property caused solely by the gross negligence or willful misconduct of the City.

ARTICLE 16

Default, Rights of Termination

16.1 Default by Concessionaire. Time of payment and performance is of the essence of this Agreement. Concessionaire shall be in default under this Agreement upon the occurrence of any one or more of the following events:

16.1.1 Concessionaire's failure to pay any fee or other charge when due and within five (5) business days (Monday-Friday, excluding holidays) after notice from City of such nonpayment.

16.1.2 Concessionaire's failure to present or maintain the insurance required in Section 12.4 and the licenses required in Section 4.9.

16.1.3 Concessionaire's assignment of any right hereunder in violation of Article 14.

16.1.4 Concessionaire's failure to perform, keep or observe any of the terms, covenants or conditions of this Agreement within seven (7) calendar days (or such longer time as may be necessary to cure, provided that cure is commenced within the initial seven [7] days) after notice from the City specifying the nature of the deficiency with reasonable particularity and the corrective action that is to be taken within such period to cure the deficiency.

16.1.5 The filing by Concessionaire of a voluntary petition in bankruptcy, the filing of an involuntary petition in bankruptcy against Concessionaire, the taking of possession of all or substantially all of Concessionaire's assets pursuant to proceedings brought under the provisions of any federal reorganization act or the appointment of a receiver of all or substantially all of Concessionaire's assets and the failure of Concessionaire to secure the return of such assets and/or the dismissal of such proceeding within ninety (90) calendar days after the filing.

16.1.6 The abandonment for a period of (7) calendar days by Concessionaire of the conduct of its services and operations during the season from the beginning of March through the end of October, or for a period of fourteen (14) calendar days during the November through February off-season.

16.1.7 The assignment by Concessionaire of its assets for the benefit of creditors.

16.1.8 The breach by Concessionaire of Section 17.3 hereof.

16.1.9 After written notice to the Concessionaire of any violation of the personnel conduct standards set forth in Section 4.5, above, and a hearing of the matter before the City Representative and Human Resources Director, if such a hearing has been requested in a writing received by the City Representative within ten (10) days after mailing of written notice of violation, a determination by the City Representative that the alleged violation has, in fact, occurred, and that such violation materially interferes with Concessionaire's ability to perform its services hereunder in a manner satisfactory to the City or otherwise impairs the benefits to be derived from the City by this Agreement, including the good will, satisfaction, health and safety of the general public.

16.2 City's Remedies on Default.

16.2.1 In the event of a default by Concessionaire, the City may terminate this Agreement effective immediately upon provision of written notice of such termination to Concessionaire. In the alternative, the City may elect to keep the Agreement in force and work with Concessionaire to cure the default. If this Agreement is terminated, the City shall have the right to take possession of the Concession Space at the time of default. Concessionaire's liability to City for damages and Concession Fees payable through the term shall survive the

termination, and the City may re-enter, take possession of the Concession Space and remove any persons or property by legal action or by self-help with the use of reasonable force and without liability for damages.

16.2.2 Following re-entry or abandonment, City may make arrangements for use of the Concession Space by others and in that connection may make any suitable alterations or refurbish the Concession Space, but City shall not be required to make such arrangement for any use or purpose.

16.3 Rights and Remedies Reserved. It is understood and agreed that any rights and remedies reserved pursuant to this Article are in addition to any other rights or remedies the City may have pursuant to this Agreement or to applicable law to seek judicial enforcement, damages or any other lawful remedy.

ARTICLE 17

Miscellaneous Provisions

17.1 Cumulative Rights. All remedies provided in this Agreement shall be deemed cumulative and additional and not in lieu of, or exclusive of, each other or of any other remedy available to the City, or Concessionaire, at law or in equity, and the exercise of any remedy, or the existence herein of other remedies or indemnities shall not prevent the exercise of any other remedy.

17.2 Non-Waiver. The failure by either party to exercise any right or rights accruing to it by virtue of the breach of any covenant, condition or agreement herein by the other party shall not operate as a waiver of the exercise of such right or rights in the event of any subsequent breach by such other party, nor shall such other party be relieved thereby from its obligations under the terms hereof.

17.3 Liens. The Concessionaire shall not permit any mechanic's or other liens, security interest, charge, or encumbrance to be asserted or remain against the City's property such as, but not limited to, the Concession Space, Clubhouse, Coal Creek Golf Course, or any City-owned personal property. The Concessionaire shall promptly, at its own expenses, take such action as may be necessary to duly discharge any such lien, charge, or encumbrance. If the Concessionaire does not immediately discharge any lien, charge, or encumbrance at the City's direction, the City may discharge the lien, charge, or encumbrance at the Concessionaire's expense. Any breach of this provision shall constitute a default of the Agreement.

17.4 Limitations on Use. Concessionaire shall not use, or permit the use

of the Concession Space, or any part thereof, for any purpose or use other than those authorized by this Agreement. Neither shall Concessionaire permit nor suffer any disorderly noise or nuisance whatsoever about the Concession Space, Clubhouse or Coal Creek Golf Course.

17.5 Governing Law; Venue. This Agreement shall be deemed entered into in Boulder County, Colorado, and shall be governed by and interpreted under the laws of the State of Colorado. Any action arising out of, in connection with, or relating to this Agreement shall be filed in the District Court of Boulder County of the State of Colorado, and in no other court.

17.6 Benefits. This Agreement is made for the sole and exclusive benefit of the City and Concessionaire, their permitted successors and assigns, and is not made for the benefit of any third party.

17.7 Construction. In the event of any ambiguity in any of the terms of this Agreement, it shall not be construed for or against any party hereto on the basis that such party did or did not author the same.

17.8 Successors and Assigns. All covenants, stipulations and agreements in this Agreement shall extend to and bind each party hereto, its legal representatives, successors and assigns.

17.9 Headings. The titles of the several articles of this Agreement are inserted herein for convenience only, and are not intended and shall not be construed to affect in any manner the terms and provisions hereof, or the interpretation or construction thereof.

17.10 Legal Fees. In the event any legal action or proceeding is brought to collect sums due or to become due hereunder or any portion thereof or to enforce compliance with this Agreement for failure to observe any of the covenants of this Agreement, the losing party agrees to pay to the prevailing party such sums as the Court may judge reasonable for legal fees and costs to be allowed in such action or proceeding and in any appeal therefrom.

17.11 Severability. In the event any covenant, condition or provision of this Agreement is held to be invalid by final judgment of any court of competent jurisdiction, the invalidity of such covenant, condition or provision shall not in any way affect any of the other covenants, conditions or provisions of this Agreement, provided that the invalidity of any such covenant, condition or provision does not materially prejudice either the City or the Concessionaire in its respective rights and obligations under the valid covenants, conditions or provisions of this Agreement.

17.12 Surrender of Possession. Upon the expiration of this Agreement or

its earlier termination as herein provided, Concessionaire shall remove all of its property from Coal Creek Golf Course and surrender entire possession of its rights at Coal Creek Golf Course to City and its improvements in accordance with Article 9 above, unless this Agreement is renewed or replaced. In event of early termination by Concessionaire without cause, Section 6.4 applies.

17.13 City Representative. The City designates the Director of Parks, Recreation and Open Space or that person's designee as its representative who shall make, within the scope of his or her authority, all necessary and proper decisions with reference to this Agreement. All requests for contract interpretations, amendments and other clarifications or instructions shall be directed to the City Representative.

17.14 Notices. Notices permitted or required to be given under this Agreement shall be in writing and shall be deemed given upon personal delivery or upon deposit in the United States Mail, certified, return receipt requested, postage fully prepaid, addressed as follows or to such other address as the parties may designate from time to time by notice given in accordance with this Section:

To Concessionaire:
Kevin Caldwell
600 S. Race St.
Denver, CO 80209

To the City:
Director of Parks,
Recreation and Open
Space
City of Louisville
749 Main Street
Louisville, CO 80027

17.15 Paragraph Headings. Paragraph headings contained herein are for convenience and reference, and are not intended to define or limit the scope of any provisions of this Agreement.

17.16 Schedules and Exhibits. Whenever reference is made in this Agreement to a Schedule or an Exhibit, unless otherwise specifically expressed to the contrary, such Schedule or Exhibit shall be deemed attached to and by this reference incorporated in this Agreement.

17.17 Force Majeure. However, neither the City nor the Concessionaire shall be deemed in violation of this Agreement if prevented from performing any of its obligations hereunder by reason of strikes, boycotts, labor disputes, embargoes, shortage of energy or materials, acts of God, act of public enemy, acts of superior

governmental authority, weather conditions, rights, rebellion, sabotage or any other circumstances that are not within its control.

17.18 No Limitation on General Powers. Nothing in this Agreement shall be construed as in any way limiting the general powers of the City to fully exercise their governmental functions or their obligations under any bond covenants or federal, state or local laws, rules or regulations.

17.19 No Relationship. Nothing contained herein shall be deemed or construed by the parties hereto nor by any third party as creating the relationship of employer and employee, principal and agent or a partnership or a joint venture between the parties hereto.

17.20 Survival. The parties' post-termination rights and obligations, including but not limited to Concessionaires duty to indemnify the City pursuant to Section 12.2, shall survive any termination or expiration of this Agreement for any reason whatsoever.

17.21 Entire Agreement. This writing, together with the exhibits hereto constitutes the entire agreement between the parties, their officers, employees, agents and assigns and supersedes all prior agreements, understandings, warranties or promises between the parties hereto, whether written, spoken or implied from the conduct of the parties hereto.

17.22 Golf Privileges. Concessionaire's employees shall have the same golfing privileges as afforded the staff of Coal Creek Golf Course.

In witness whereof, the parties have executed this Agreement to be effective on the Effective Date.

CITY OF LOUISVILLE

By: _____
Christopher M. Leh, Mayor

ATTEST:

_____
Genny Cline, Interim City Clerk

WESTERN GOLF HOSPITALITY LLC

By: K Caldwell

Name: Kevin Caldwell

Title: Managing Member

EXHIBIT A

Food and Beverage Space

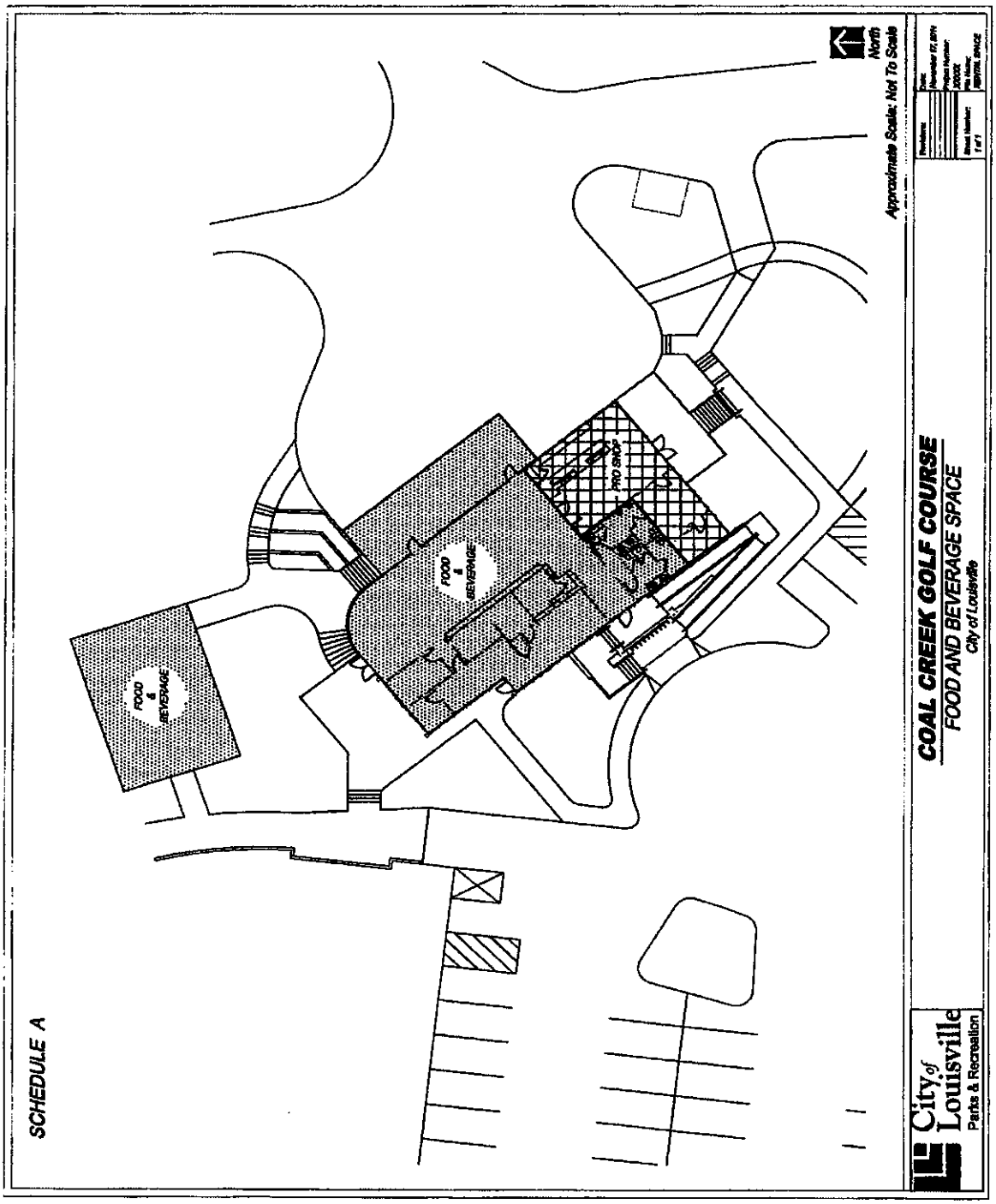


EXHIBIT B
[Attach List of Existing City-Owned Equipment]

Qty.	Description	
2	55" Vizio Flat screen TV's	pre 2014
1	65" Vizio Flat screen TV's	pre 2014
1	70" TV	4 years old
1	Royal RR4G36 4 open burners, 36" griddle, 2 ovens	pre 2014
1	Beverage Cart	pre 2014
1	True Under counter freezer	2021
1	Kratos Undercounter reach in cooler and line prep	2022
1	True Under counter refrigerator	2021
1	Pitco gas fryer	2021
1	Eurodib Sandwich Grill	pre 2014
1	Arctice single door Freezer	2021
1	Atosa single door refrigerator	2021
1	Scottsman ice machine & 900 lb bin	2020
1	Culitek DBL door freezer	2020
1	Hobart Deli Slicer	pre 2014
1	Kitchen Aid Mixer	pre 2014
1	Kegerator	2024

EXHIBIT C

City of Louisville Insurance Requirements

The Concessionaire agrees to provide insurance coverage as provided below, from insurance companies acceptable to the City, and shall pay all costs of obtaining the same. The City, its officers, agents and employees shall be named as additional insureds on the Concessionaire's general liability and liquor liability insurance policy in relation to any claims arising from the performance of this Agreement.

Certificates of Insurance reflecting the type, amount, class of operations covered, effective dates, and date of expiration of all policies, and containing the following statement, or a substantially similar statement, must be provided to the City before commencing work under this Agreement:

"The insurance coverage by this certificate will not be cancelled or materially altered, except after ten (10) days written notice has been received by the City of Louisville, Colorado."

Minimum Insurance Coverage Limits

$1,000,000 - Liquor Liability, per occurrence
$1,000,000 - Commercial General Liability with Combined Single Limit of $2,000,000 Aggregate
Statutory - Workers' Compensation Coverage A
$100,000/$500,000/$100,000 – Workers' Compensation Coverage B
$1,000,000 – Products Liability

Proposal for

Food and Beverage Service Operations

at

Coal Creek Golf Course

Presented by

Western Golf Hospitality

June 21, 2024

June 21, 2024

Parks, Recreation, and Open Space Department, City of Louisville

Dear Reviewers:

Western Golf Hospitality (WGH) is pleased to submit the following proposal in response the City's Request for Proposals for Food and Beverage Service Operations for Coal Creek Golf Course.

Food and Beverage Service Operations play an integral role in the successful operation of a golf course facility. Excellence in both guest service and product can be a significant factor in attracting golf patrons, and especially golf tournaments. Conversely, poor food and beverage service can be a major deterrent.

For the city to maximize its golf operations, a vendor proven to provide excellence in food and beverage service in a golfing environment is a must.

WGH has a proven track record of providing excellent service at each of the golf courses we operate for the cities of Louisville and Westminster. The principal of WGH is also co-owner (through another entity) of Key's on the Green at the city of Denver's Evergreen Golf course.

Our success is based on four core principals of first and foremost focusing on the needs of the golfer including leagues, associations and clubs, endeavoring to provide the highest quality food and beverage at the appropriate price point for each facility, serving the needs of non-golf patrons from the local community, and fostering excellent working relationships with the on-site golf staff and City representatives.

We believe that when we execute and excel at these core principals, we create a winning scenario where each participant, golfer, City, and WGH, benefit from our operations.

Food and Beverage concessions at golf courses require special management skills and experience, unlike stand-alone restaurants and catering companies. Understanding and adapting to these nuances is an important and necessary component to success. We understand and operate accordingly, based on all we have learned from our other golf course operations over the last eleven years.

We look forward to the opportunity to continue in this process. Thank you for considering our proposal.

Sincerely,

K Caldwell

Kevin Caldwell
Western Golf Hospitality

Contact

Western Golf Hospitality, LLC
Kevin Caldwell, Managing Member
600 S. Race St, Denver, CO 80209
kbcaldwell@msn.com
303.916.0725

Experience

Western Golf Hospitality is a privately-owned LLC whose Managing Member has extensive experience in the food and beverage industry as an owner/operator. WGH and its Managing Member currently operate the food and beverage concessions at Legacy Ridge Golf Course and Walnut Creek Golf Preserve for the City of Westminster (since August 2016, contact Chris Johnson) and Coal Creek Golf Course for the City of Louisville (since January 2021). Through a separate entity, the Managing Member co-owns the food and beverage concessions at Evergreen Golf Course for the City of Denver (since May 2013).

The Managing Member of WGH is Kevin Caldwell.

In addition to the above golf course operations, Kevin Caldwell has restaurant start up and operational experience dating back to the mid 1970s. In addition, Kevin had a 17 plus year career as an executive in the Information Technology industry. He is a past member of Castle Pines Country Club and Meridian Golf Club. He is currently a member of Tucson National Golf Course.

WGH is well versed in the operations of golf course food and beverage service including daily operations as well as catering for tournaments and special events.

At the core of our operations is our philosophy of striving to provide the highest level of quality for food, beverage and service at a price point that is relevant to our patrons.

Quality food and beverage begins with the sourcing of the best possible ingredients at the appropriate price point, creating the proper techniques to prepare the products, and then adhering to those standards. We have well established menus and recipes that are regularly updated to reflect changing customer tastes and expectations.

Excellence in service is all about training and attitude.

The execution of this philosophy begins with the Executive Chef and General Manager. We are fortunate to already have on board excellent people in those positions. Building the staff with the "right" people is critical. We will actively replace any employee who cannot or will not meet our standards.

We look for experienced, well referenced people to staff the operation. We provide effective and thorough training for every employee. We pay competitive livable wages, exceeding the minimum wage.

Staffing levels are critical to success. Too few staff on duty results in a bad product. Too much staff on duty results in non-profitable operations. Through our years of experience in the golf course food and beverage business, we have developed a staffing framework that is seasonally adjustable and delivers on the perfect balance of great product and service in a profitable way.

Staffing for the kitchen includes the Executive Chef who is responsible all things related to food and kitchen operations including menus, recipes, ingredient sourcing, staffing and training. Under the

Executive Chef will be a Sous Chef who is responsible for the day to day operations of the kitchen. The Sous Chef will be supported by line cooks, prep cooks and dishwashers as needed.

The General Manager will have overall responsibility for restaurant operations along with service staff. The GM will be supported by an assistant manager, service staff leads, wait staff, table bussers, hostess and beverage cart staff as needed. The GM will also be responsible for booking special events and tournaments.

Customer facing staff (Bartenders, servers, table bussers and beverage cart operators) are trained to provide service in a friendly and efficient manner. Inside staff receive training to create awareness and efficiency for golfers making the turn. Beverage cart operators receive training to understand how to navigate around the course and where it is appropriate to approach and stop for golfers. This additional training is designed to provide quality service while minimizing the impact on pace of play.

WGH will actively pursue non-golf patrons from the adjacent neighborhoods through various print and online marketing efforts.

WGH recognizes that beyond all marketing efforts, advertising and outreach, the best marketing plan is the reputation for quality food, beverage and service that is delivered by word of mouth from neighbor to neighbor and golfer to golfer. Delivering that high-quality food, beverage and service experience is job #1 and the foundation for our success.

WGH is a hands-on operator. We believe that the key to a successful operation lies within establishment of high standards and consistently executing to those standards. WGH management is on site multiple times every week to ensure the standards established by WGH for quality food and beverage service are being met.

General Operations

WGH will provide a full-service food and beverage operation including sit down food and bar service, food and beverages to go, on course food and beverage service, along with food and beverage service for tournaments and private events.

WGH will be informed of, and comply with, all federal, state, and local laws, statues, and ordinances relative to the execution of the operation. This includes applicable regulations concerning minimum wage rates, nondiscrimination in the employment of labor, protection of public and employee safety and health, Colorado Health Department rules and regulations, permits, fees, State liquor laws and similar subjects.

WGH will make application for the necessary permits and licenses, and pay for all fees and taxes associated with those permits and licenses in order to operate the Coal Creek Golf Course food and beverage concessions, including obtaining an Optional Premises Liquor License for alcoholic beverage sales and consumption on the golf course.

WGH will carry the following insurance:

General Liability: $3,000,000 each occurrence (listing the City of Louisville as additional insured).

Auto Liability: $600,000 combined single limit (listing the City of Louisville as additional insured).
Risk Insurance in the amount of $50,000 for coverage of City owned equipment and personal property.
Workers' Comp: Statutory levels.
Liquor Liability: $1,000,000 each occurrence (listing the City of Louisville as additional insured).

WGH will provide management and supervision of the food and beverage service, which includes the following:

- Hiring and training of staff to effectively manage and operate the restaurant
- All café/grille functions; ordering, inventorying, preparing, selling and serving of food and beverages including alcohol services.
- Operation of on course food & beverage carts. WGH will provide one beverage cart.
- Excellent service to golfers that is prompt, and courteous along with convenient food and beverage services at the "turn" of a golf round
- Excellent service to all customers that assures prompt, courteous and convenient services.
- Meal coordination for tournaments and other clubhouse events.
- Daytime janitorial duties in the food service areas.
- Adherence to and impartial enforcement of City of Louisville policies and State liquor license laws and State Food Safety rules and statutes as governed by Boulder County including COVID 19 protocols.
- Coordination with Men's and Women's Associations, junior and seniors, and other golfer groups to enhance their enjoyment and use of facilities.
- Other food and beverage related services as may be needed.
- Point-of- sale and/or ordering software
- Necessary small wares equipment for kitchen and dining room.

WGH will be open for business every day of the year when the course is open, excluding Thanksgiving, Christmas and New Year's Day. The facility will open 30 minutes before the first tee time and remain open 30 minutes past sunset at a minimum during the golf season. As allowed by the City, WGH may, based on customer demand, reduce winter operating hours to 10:00 AM through 2:00 PM

WGH will provide mobile cart service for food and beverages on all days as needed.

WGH will keep and maintain proper business records concerning every aspect of its operations and employee management, including cash register tapes, expenses and receipts, etc. All records, including Sales and Income Tax records, will be open for inspection and audit by the City.

WGH will control the conduct and demeanor of its agents and employees. Upon objection from the City concerning conduct or demeanor of any such person, WGH will immediately take all lawful steps to address or remove the cause of the objection. WGH will require its employees to wear suitable golf attire that identifies them as employees of WGH.

WGH has the ability, resources and financial capital to provide quality services immediately upon contract execution.

Financials

Western Golf Hospitality
Profit and Loss
January - December 2023
(unaudited)

	Total
Income	
43100 Sales FB Food Sales	$1,239,927.94
43200 Sales FB Beverage Sales	105,884.40
43500 Sales FB Comps/Discounts FB	(70,691.80)
44100 Sales LBW Liquor Sales	408,958.53
44200 Sales LBW Beer Sales	751,310.06
44300 Sales LBW Wine Sales	48,916.69
44500 Sales LBW Comps/Discounts LBW	(17,589.80)
Total Income	**$2,466,716.02**
Cost of Goods Sold	
51010 COS - Food Food Purchases	$ 452,498.17
51020 COS - Food Beverage Purchases	47,856.29
54100 COS- LBW Liquor Purchases	122,355.15
54200 COS- LBW Beer Purchases	165,544.80
54300 COS- LBW Wine Purchases	10,471.13
Total Cost of Goods Sold	**$ 798,725.54**
Gross Profit	**$1,667,990.48**
Expenses	
60100 G & A Accounting Expense	$ 2,237.89
60105 G & A Automobile Expense	8,548.93
60110 G & A Professional Fees	4,984.23
60125 G & A Computer Expense	2,908.94
60130 G & A Payroll Services Fees	4,375.00
60140 G & A Licenses/Fees	6,055.18
60155 G & A Bank Services Charges	13,822.46
60160 G & A Credit Card Fees	40,074.34
60165 G & A Cash (Over) Short	129.84
60175 G & A Office Supplies	4,019.12
60185 G & A Insurance - Liability	12,065.78
60190 G & A Advertising/Promotional	3,941.48
60392 Operating Trash	690.74

63005 Operating Bar Supplies	3,101.83
63010 Operating Restaurant Supplies	8,543.47
63017 Operating Kitchen Supplies	12,324.12
63020 Operating Cleaning Supplies	5,686.00
63025 Operating Paper Goods/To Go	32,234.70
63030 Operating Linens	18,823.65
63035 Operating Detergent/Chemicals	3,164.43
63045 Operating Janitorial Service	399.38
63055 Operating Decorations	482.09
63065 Operating Equipment Lease Expense	9,847.91
63070 Operating Cable	4,759.18
63075 Operating Telephone	2,504.37
63086 Operating Miscellaneous Expense	2,622.31
63090 Operating Repairs & Maintenance	6,155.57
63095 Operating Bar Entertainment	796.82
64010 Labor Management	262,689.20
64020 Labor Restaurant	274,571.98
64030 Labor Kitchen	440,661.59
64051 FICA & Medicare	75,172.70
64052 SUT	16,412.12
64053 FUT	2,916.28
64054 SOP	252.00
64060 Labor Workman's Compensation	4,012.96
67010 Lease Lease Expense	188,000.00
Total Expenses	**$1,464,640.16**
Net Operating Income	**203,350.32**
Net Income	**$ 203,350.32**

Western Golf Hospitality
Balance Sheet
As of December 31, 2023
Balance Sheet
As of December 31, 2023

	Total
ASSETS	
Current Assets	
Bank Accounts	
10100 Cash Chase Operating	19,331.68
10110 Cash Chase Payroll	24,628.61
10400 Cash Cash Drawer	3,750.15
10500 Cash Petty Cash	0.00
10600 Savings	2,500.00
Total Bank Accounts	**50,210.44**
Other Current Assets	
12100 Inventories Food	$6,948.36
12200 Inventories Beverages	2,194.69
12300 Inventories Liquor	7,429.08
12400 Inventories Beer	5,553.40
12500 Inventories Wine	900.54
Total Other Current Assets	**33,026.07**
Total Current Assets	**83,236.51**
Fixed Assets	
15100 Fixed Assets Dining Furniture	3,967.00
15220 Fixed Assets Office Equipment	2,520.27
15250 Fixed Assets China & Linens	8,976.17
15300 Fixed Assets Computers and Printers	1,241.04
15360 Fixed Assets Equipment - Kitchen	10,953.10
15410 Fixed Assets Accum Depr China & Linens	836.16
Total Fixed Assets	**28,493.74**
Other Assets	
Total Other Assets	**0.00**
TOTAL ASSETS	**111,730.25**
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	5,793.46
Other Current Liabilities	
24005 Other Payables ENB	99,356.47

24010 Other Payables Exchange Bank	48,902.17
Total Accounts Payable	154,052.10
Other Current Liabilities	
24135 Other Payables Sales Tax Payable Westminster	2,596.00
24140 Other Payables Sales Tax Payable Colorado	3,147.00
Total Other Current Liabilities	5,743.00
Total Current Liabilities	159,795.10
Equity	
9002 Retained Earnings	14,124.60
Net Income	97,605.65
Total Equity	111,730.25
TOTAL LIABILITIES AND EQUITY	111,730.25

Menus

WGH has experienced that at each of the individual locations we operate, while there are many common cross over items from each location to the others, there are discovered, unique specific items that are reflective of each location's specific clientele including golfers and non-golfers.

The following menus serve as an example of a first draft and will be adjusted accordingly to what we discover are the specifics likes and needs of the clientele at Coal Creek.

In addition to our fixed menus we typically will create a daily or weekly special.

WGH will continue to use our existing vendors from whom we are confident deliver superior products.

Food

WGH has open accounts in good standing with major wholesale distributors including:
US Foods, Shamrock Foods, Lombardi Brothers Meats, Aspen Baking, Pepsi

Alcohol

WGH has open accounts in good standing with all of the major liquor, beer and wine wholesale distributors including:
Eagle Rock (Anheuser Busch), Coors Distributing, Republic National, Gazer's Southern Wine and Spirits, Breakthru Beverage and various other small specialty wholesalers.

THE GRILL AT

COAL CREEK

GOLF COURSE

Salads

Ranch, Blue Cheese, Honey Mustard, Caesar, Balsamic Vinaigrette, Thousand Island, Greek Vinaigrette

CHEF
Mixed greens, ham, turkey, bacon, cheese, egg, avocado, tomato, cucumber 16.25

TACO SALAD
Romaine, carne asada or spicy chicken, black beans, pico de gallo, avocado, cheddar cheese, crispy tortilla strips 16.25

CHICKEN SALAD SALAD
Roasted chicken salad, dried cranberries, walnuts, celery, tomato, mixed greens 16.25

HONEY-DRIZZLED CHICKEN
Breaded chicken tenders, honey drizzle, mixed greens, blue cheese, dried cranberries, walnuts 16.25

CHICKEN CAESAR
Grilled chicken, romaine lettuce, Parmesan cheese, house-made croutons, Caesar dressing 16.25

GREEK
Mixed greens, feta cheese, onion, tomato, pepperoncini, kalamata olives, pita 16.25
Choice of gyro meat or chicken

STARTERS

CHICKEN WINGS
Buffalo, Sweet & Spicy, BBQ, Salt & Pepper or Garlic Parmesan 13.25

CHICKEN TENDERS
Four tenders – *Fries, choice of dipping sauce* 14.25

PULLED PORK SLIDERS
Three - *Carolina style, slaw* 13

NACHOS
Carne asada or spicy chicken, black beans, queso, jalapeno, pico de gallo 15.75

CHIPS & SALSA 6.5

GUACAMOLE & CHIPS 11

GREEN CHILI
Cup 6 *Bowl* 9

QUESADILLA
Cheddar and jack cheese 10
Add carne asada 6.5
Add chicken 5.5
Add shrimp 6.5

CHEESE CURDS
Ranch dressing 10.5

HOT PRETZEL BITES
Cheese sauce 8.5

FRENCH FRIES 6

ONION RINGS 7

SWEET POTATO FRIES 8.5

TATER TOTS 7

To some, the greatest handicap is the ability to add correctly.

Burgers

Includes choice of French fries, potato salad, cottage cheese or coleslaw
Substitute sweet potato fries, kettle chips, tater tots, onion rings, chili fries, fruit or side salad 3.5
Substitute veggie patty 4 Gluten-free bun 2

COAL CREEK*
Angus beef, cheddar cheese, bacon, tarragon mayo, toasted bun 15.75

FRENCH*
Angus beef, Swiss cheese, sautéed mushrooms, toasted bun 15.75

TUCSON*
Open-faced, Angus beef, green chile, cheddar and jack cheese, toasted bun 15.75

PAR*
Angus beef, lettuce, tomato, red onion, pickle chips, toasted bun 15

BBQ*
Angus beef, jack cheese, bacon, onion rings, BBQ Sauce, toasted bun 15

PATTY MELT
Angus beef, grilled onions, Swiss cheese, thousand island, grilled rye 16

20% gratuity added to parties of 6 or more.

*Consuming raw or undercooked meats, poultry, seafood, shellfish or eggs may increase your risk of foodborne illness. Regarding the safety of these items, written information is available on request.

THE GRILL AT

COAL CREEK GOLF COURSE

House Specials

FISH & CHIPS
Beer-battered cod fillets, fries, coleslaw, tartar sauce 16.75
Add a house or Caesar salad 3.5

STREET TACOS
Three tacos – *shrimp, pico slaw, chipotle crema, OR carne asada, cheese, pico de gallo* 15.5

WEEKEND PRIME RIB
Prime rib dinner every Friday and Saturday evening

Wraps

Includes choice of French fries, potato salad, cottage cheese or coleslaw
Substitute sweet potato fries, kettle chips, tater tots, onion rings, chili fries, fruit or side salad 3.5

TURKEY
Turkey, pepper jack cheese, avocado, mixed greens, ranch dressing, sun dried tomato tortilla 14.25

CHICKEN CAESAR
Grilled chicken breast, Parmesan cheese, romaine lettuce, Caesar dressing, sun dried tomato tortilla 14.25

BUFFALO CHICKEN
Breaded and fried chicken tenders, buffalo sauce, blue cheese crumbles, romaine lettuce, tomatoes, ranch, sun dried tomato tortilla 14.25

BEVERAGES

Pepsi, Diet Pepsi, Dr. Pepper, Starry, Mountain Dew, Lemonade, Coffee, Hot Tea, Iced Tea, Arnold Palmer 3.5
Gatorade 3.5
Milk, Orange Juice 4
Energy Drink 6

SANDWEDGES

COAL CREEK GRILL FAVORITES!

Includes choice of French fries, potato salad, cottage cheese or coleslaw
Substitute sweet potato fries, kettle chips, tater tots, onion rings, chili fries, fruit or side salad 3.5

REUBEN
Corned beef, sauerkraut, Swiss cheese, thousand island, grilled rye 16.25

CUBAN
Pulled pork, ham, Swiss cheese, caramelized onions, pickles, mustard, hoagie roll 16.25

GYRO
Seasoned gyro meat, lettuce, tomato, feta cheese, onion, tzatziki sauce, pita 16.25

CHEESE STEAK
Thinly sliced beef, provolone, sautéed mushrooms, onions, bell pepper, hoagie roll 16.25

FRENCH DIP
Shaved roasted beef, a jus dipping sauce, hoagie roll 16.25

B.L.T.
Thick sliced bacon, lettuce, tomato, mayo, toasted sourdough 15

AHI TUNA
Seared Ahi fillet, avocado, cucumbers, wasabi aioli, toasted bun 1650

CALIFORNIA CHICKEN
Grilled chicken breast, pepper jack cheese, bacon, avocado, lettuce, tomato, chipotle mayo, croissant 16.25

CHICKEN SALAD SANDWICH
Roast chicken salad, dried cranberries, walnuts, lettuce, tomato, croissant 15.75

TURKEY MELT
Shaved tureky, Swiss cheese, bacon, tomato, chipotle mayo, toasted sourdough 15.75
Add avocado 3

CLUB
Turkey, ham, Swiss and cheddar cheeses, bacon, lettuce, tomato, mayo, toasted sourdough 15.75

GRILLED CHEESE
Three cheeses, bacon, tomato, toasted sourdough 14.25

20% gratuity added to parties of 6 or more.
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THE GRILL AT COAL CREEK GOLF COURSE

Breakfast

** Served until 11:00 a.m. **

HUEVOS RANCHEROS*
Corn tortillas, black beans, green chili, two eggs, cheese 14.75

SMOTHERED BREAKFAST BURRITO
Flour tortilla, scrambled eggs, home fries, green chili, cheese 14

DENVER OMELET*
Farm fresh eggs, ham, cheddar cheese, bell pepper, onion, home fries, toast 14

VEGGIE OMELET*
Farm fresh eggs, avocado, mushrooms, bell pepper, onion cheese, home fries, toast 14

YOUR CHOICE OMELET*
Pick 3 – *bacon, sausage, ham, cheese, avocado, mushrooms, spinach, bell pepper, onion, home fries, toast* 14

ALL-AMERICAN SKILLET*
Home fries, bacon, sausage, eggs, cheese 14

SOUTHWEST SKILLET*
Home fries, sausage, eggs, green chili, cheese, pico de gallo 14

TRADITIONAL BREAKFAST*
Two farm fresh eggs, choice of bacon or sausage, home fries, toast 14

BISCUITS & GRAVY*
Buttermilk biscuits, two eggs, sausage gravy 13.75

AVOCADO TOAST*
Smashed avocado, sliced hardboiled egg, diced tomato, wheat toast 13.75

BREAKFAST SANDWICH*
Two fried eggs, shaved ham, cheese, croissant 13.75

FRENCH TOAST
Two piece original – *maple syrup, side of bacon or sausage* 12
Two piece crunchy – *maple syrup, side of bacon or sausage* 13.75
Add strawberries or blueberries with whipped cream 3

BUTTERMILK PANCAKES
Tall stack (3), maple syrup, side of bacon or sausage 11.75 *Add M&Ms* 2

SIDES

Sausage Patty (2), Bacon (3) or Ham	4.5
Egg (1)	2.5
Eggs (2)	4
Sausage Gravy	2.5
Home fries	3.5
Pancake	3.5
French Toast	4.5
Toast or English Muffin	2.5

20% gratuity added to parties of 6 or more.

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THE GRILL AT COAL CREEK GOLF COURSE

Breakfast

** Served until 11:00 a.m. **

HUEVOS RANCHEROS*
Corn tortillas, black beans, green chili, two eggs, cheese 14.75

SMOTHERED BREAKFAST BURRITO
Flour tortilla, scrambled eggs, home fries, green chili, cheese 14

DENVER OMELET*
Farm fresh eggs, ham, cheddar cheese, bell pepper, onion, home fries, toast 14

VEGGIE OMELET*
Farm fresh eggs, avocado, mushrooms, bell pepper, onion cheese, home fries, toast 14

YOUR CHOICE OMELET*
Pick 3 – bacon, sausage, ham, cheese, avocado, mushrooms, spinach, bell pepper, onion, home fries, toast 14

ALL-AMERICAN SKILLET*
Home fries, bacon, sausage, eggs, cheese 14

SOUTHWEST SKILLET*
Home fries, sausage, eggs, green chili, cheese, pico de gallo 14

TRADITIONAL BREAKFAST*
Two farm fresh eggs, choice of bacon or sausage, home fries, toast 14

BISCUITS & GRAVY*
Buttermilk biscuits, two eggs, sausage gravy 13.75

AVOCADO TOAST*
Smashed avocado, sliced hardboiled egg, diced tomato, wheat toast 13.75

BREAKFAST SANDWICH*
Two fried eggs, shaved ham, cheese, croissant 13.75

FRENCH TOAST
Two piece original – maple syrup, side of bacon or sausage 12
Two piece crunchy – maple syrup, side of bacon or sausage 13.75
Add strawberries or blueberries with whipped cream 3

BUTTERMILK PANCAKES
Tall stack (3), maple syrup, side of bacon or sausage 11.75 Add M&Ms 2

SIDES

Sausage Patty (2), Bacon (3) or Ham	4.5
Egg (1)	2.5
Eggs (2)	4
Sausage Gravy	2.5
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Pancake	3.5
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20% gratuity added to parties of 6 or more.

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THE GRILL AT
COAL CREEK
GOLF COURSE

From the Bar

Mimosa, Bloody Mary,
Screwdriver, Greyhound,
Tequila Sunrise, Irish Coffee 7

Make it a double! 11

Beverages

Coffee, Hot Tea, Hot Cocoa,
Iced Tea, Arnold Palmer 3.5

Milk, Orange Juice 4

Gatorade 5 *Energy Drink* 6

Soft Drinks

Pepsi, Diet Pepsi, Dr. Pepper,
Starry, Mountain Dew, Root Beer,
Lemonade 3.5

Brand new golf balls are water-magnetic.

* * * * *

The last three holes of a round will automatically adjust your score to what it really should be.

* * * * *

A golf match is a test of your skill against your opponent's luck.

* * * * *

Hazards attract.
Fairways repel.

20% gratuity added to parties of 6 or more.

THE GRILL AT
COAL CREEK
GOLF COURSE

From the Bar

Mimosa, Bloody Mary,
Screwdriver, Greyhound,
Tequila Sunrise, Irish Coffee 7

Make it a double! 11

Beverages

Coffee, Hot Tea, Hot Cocoa,
Iced Tea, Arnold Palmer 3.5

Milk, Orange Juice 4

Gatorade 5 Energy Drink 6

Soft Drinks

Pepsi, Diet Pepsi, Dr. Pepper,
Starry, Mountain Dew, Root Beer,
Lemonade 3.5

Brand new golf balls are water-magnetic.

* * * * *

The last three holes of a round will automatically adjust your score to what it really should be.

* * * * *

A golf match is a test of your skill against your opponent's luck.

* * * * *

Hazards attract.
Fairways repel.

20% gratuity added to parties of 6 or more.

Fee Proposal

WGH proposes to pay an annual rent of $30,000 plus 5% of revenues in excess $575,000. Rent payments will be due on the 1st of each month and considered late if not received by the City by the 10th of the month. The percentage rent payment will be due the month following along with the regular rent payment.

Capital Improvements

Given the age of the facility including, its Furniture, Fixtures, and Equipment, there are many opportunities to improve and update the facility. Projects WGH would initially consider would be replacing the flooring in the dining room, replacing tables and chairs in both the dining room and outdoor patio, painting the dining room, reconfiguration of the bar area and enclosing the open kitchen area.

We believe that projects like this would provide a significant upgrade to the facility while enhancing the customer experience, which hopefully will lead to increased business. However, we understand that the City is in the initial stages of consideration to replacing the entire facility which could make many of these projects not worthwhile. WGH would be willing to spend up to $50,000 over the term of the initial contract for capital improvements to the facility provided there is a clear positive financial return over the term of the contract.

Any project undertaken would be subject to review and approval by the City. Any new FF&E would become City property. All work would be undertaken as to not require closure of the facility and to minimize any affect or impact on the operation of the facility. WGH would ask the City to credit 50% of the cost of any project towards rent.

References

Mr. Lance Johnson, CGCS
Parks and Golf Manager
City of Westminster
303.658.2854
ljohnson@cityofwestminster.us

Mr. William Rickert
Vice President
Evergreen National Bank
303.674.2700
brickert@enbcolorado.com

Mr. David Nickless
Senior Territory Manager
US Foods
855.877.1450
David.nickless@usfoods.com

Pre-Contract Certification in Compliance with C.R.S. Section 8-17.5-102(1)

The undersigned hereby certifies as follows:

That at the time of providing this certification, the undersigned does not knowingly employ or contract with an illegal alien; and that the undersigned will participate in the E-Verify program or the Department program, as defined in C.R.S. § § 8-17.5-101(3.3) and 8-17.5-101(3.7), respectively, in order to confirm the employment eligibility of all employees who are newly hired for employment to perform under the public contract for services.

Proposer:
Western Golf Hospitality, LLC

By K Cunnell
Title: OWNER

6-21-24
Date

SUBJECT: **APPROVAL OF RESOLUTION NO. 41, SERIES 2024 – A RESOLUTION APPROVING A FIRST AMENDMENT TO THE BUSINESS ASSISTANCE AGREEMENT WITH BASECAMP CONCEPTS, LLC FOR AN ECONOMIC DEVELOPMENT PROJECT IN THE CITY OF LOUISVILLE**

DATE: **SEPTEMBER 17, 2024**

PRESENTED BY: **VANESSA ZARATE, CECD, ECONOMIC VITALITY MANAGER**

SUMMARY:
On March 15, 2022, the Louisville City Council approved a Business Assistance Package (BAP) with Ironton Distillery for a new economic development project (Resolution 16, Series 2022). The Company is considering a new distillery project at 1303 Empire Road to include a new production distillery, event space and restaurant. Due to the timing of the initial request, approval of PUD and City plans, and current market realities, Staff is now requesting an amendment to the agreement to better align with current project projections and needs.

DISCUSSION:
The original BAP for Ironton Distillery (Basecamp Louisville) was approved in March 2022. Since that time, staff has continued to interact with the project as it works towards City required approvals to start construction on the project and as the project has worked towards completing their capital stack needed to fund the project. Due to the time it has taken to complete needed requirements, Ironton Distillery has not been able to start construction and is now facing a different financing and real estate market than in 2022.

The originally approved Business Assistance Package was for a 50% rebate of the Building Permit Fees, Sign Permit Fees, and Construction Use Tax Fees for a combined total amount of $30,000. In addition, the agreement was approved for a 50% Sales tax Rebate for five years, with a total amount of $207,000. The project was originally expected to complete construction by September 30, 2024.

The company received an approved planned unit development for the project on March 5, 2024. Since that time, the company has been in communication with the City and other partners to align construction and capital needs. Since the original BAP approval in 2022, costs of the development have increased significantly. In addition, anticipated sales projections have also changed to become more aligned with current market realities.

Due to timing of approvals and current needs, Ironton Distillery is asking for an amendment to their BAP to extend the project completion date and amend the project

caps for building permit fees, sign permit fees, construction use tax and sales tax. The amended BAP allowed for the project to receive building permit fees, sign fees and construction use tax rebates until December 31, 2025, with a cap of $100,000. In addition, the sales tax rebate would be amended to a cap of $400,000. The five year sales tax rebate period will remain the same. This amendment would become void if construction is not completed by December 31, 2025.

All rebates would be paid on true costs for each component of the BAP agreement, until the cap is met. Should the project costs exceed that cap, the project will cover the additional costs. The attached first amendment to the business assistance agreement does not include any other changes from what was originally approved.

FISCAL IMPACT:
As all components of the incentive agreement are rebates based on actual costs and sales tax generation, all components of this incentive are paid from the new money generated from the project. There is no direct fiscal impact from this amendment.

PROGRAM/SUB-PROGRAM IMPACT:
The recommended Business Assistance Agreement supports the Business Retention & Development sub-program objective to retain a diverse mix of businesses that provide good employment opportunities for Louisville residents and the Economic Prosperity Program Goal to promote a thriving business climate that provides job opportunities, facilitates investment, and produces reliable revenue to support City services. In addition, this BAP amendment supports the growth and sustainability of quality of life businesses in Louisville to support residents and visitors.

RECOMMENDATION:
Staff recommends City Council approve the Resolution approving a first amendment to the Business Assistance Agreement with Ironton Distillery.

ATTACHMENTS:
1. Resolution
2. Business Assistance Agreement (First Amendment)
3. Business Assistance Agreement (Original)

STRATEGIC PLAN IMPACT:

☐	**Financial Stewardship & Asset Management**	☐	**Reliable Core Services**
☒	**Vibrant Economic Climate**	☐	**Quality Programs & Amenities**

☐	**Engaged Community**	☐	**Healthy Workforce**
☐	**Supportive Technology**	☐	**Collaborative Regional Partner**

RESOLUTION NO. 41
SERIES 2024

A RESOLUTION APPROVING A FIRST AMENDMENT TO BUSINESS ASSISTANCE AGREEMENT FOR BASECAMP CONCEPTS, LLC IN THE CITY OF LOUISVILLE

WHEREAS, there has been proposed a First Amendment to the Business Assistance Agreement for Basecamp Concepts, LLC dba Ironton Distillery and Crafthouse that would extend the project completion date and would increase the caps on rebates of the building permit fees, sign permit fees, construction use tax, and sales tax for the project; and

WHEREAS, the successful attraction and retention of quality development to the City of Louisville provides employment opportunities and increased revenue for citizen services and is therefore an important public purpose; and

WHEREAS, the City Council finds that the proposed First Amendment is consistent with and in furtherance of the business assistance policies of the City, and desires to approve the First Amendment and authorize its execution and implementation.

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

1. The proposed First Amendment to Business Assistance Agreement between the City of Louisville and Basecamp Concepts, LLC dba Ironton Distillery and Crafthouse (the "First Amendment") is hereby approved in essentially the same form as the copy accompanying this Resolution.

2. The Mayor is hereby authorized to execute the First Amendment on behalf of the City Council, and the Mayor is hereby further authorized to negotiate and approve such revisions to said First Amendment as the Mayor determines are necessary or desirable for the protection of the City, so long as the essential terms and conditions of the First Amendment are not altered.

PASSED AND ADOPTED this 17th day of September. 2024.

_____
Christopher M. Leh, Mayor

ATTEST:

_____
Meredyth Muth, City Clerk

FIRST AMENDMENT TO BUSINESS ASSISTANCE AGREEMENT FOR BASECAMP CONCEPTS, LLC IN THE CITY OF LOUISVILLE

THIS FIRST AMENDMENT is made and entered into as of the _____ day of _____, 2024, between the CITY OF LOUISVILLE, a Colorado home rule municipal corporation (the "City") and BASECAMP CONCEPTS, LLC, doing business as Ironton Distillery and Crafthouse, a Colorado limited liability company (the "Company").

WHEREAS, by Resolution No. 16, Series 2022, the City Council approved a Business Assistance Agreement (the "Original Agreement") to provide business assistance in connection with the Company's desire to locate its operations in Louisville (the "Project"); and

WHEREAS, since the City approved the Original Agreement, Project costs have increased substantially and the timeline for the Project has been delayed; and

WHEREAS, the Company has requested that the Original Agreement be amended to extend the Project completion date and to increase the caps on rebates of building permit fees, sign permit fees, construction use tax, and sales tax; and

WHEREAS, the City Council finds the execution of this First Amendment will benefit and advance the public interest and welfare of the City and its citizens by assisting this economic development project within the City.

NOW THEREFORE, in consideration of the mutual promises set forth below, the City and Company agree as follows:

Section 1. The following sections of the Original Agreement are hereby amended to read as follows (words to be deleted ~~stricken~~; words to be added double underlined):

1. Building Permit Fee Rebates. The City shall rebate to the Company 50% of the building related permit fees for the Project, required under section 15.04.050 of the Louisville Municipal Code (the "City Code") and section 108.2 of the International Building Code as adopted by the City, for the period from execution of this Agreement and ending December 31, 2025 ~~September 30, 2024~~.

2. Sign Permit Fee Rebates. The City shall rebate to the Company 50% of the sign related permit fees for the Project, required under the City of Louisville Sign Code, adopted by Ordinance 1779, Series 2019, and codified as Appendix B to Chapter 17 of the City Code, and as may be amended from

time to time, for the period from execution of this agreement and ending December 31, 2025 ~~September 30, 2024~~. For purposes of this Section, "sign related permit fees" include sign permit fees, in-house sign plan review, and the use tax assessed on the valuation of signs installed as part of the Project.

3. Use Tax Rebate-Construction. The City shall rebate to the Company 50% of the Construction Use Tax on the construction materials for the Project, required under section 3.20.300 of the City Code, excluding all revenues from the Open Space Tax, Historic Preservation Tax, and Recreation Center Tax for the Project, for the period from execution of this Agreement and ending December 31, 2025 ~~September 30, 2024~~.

5. Payment of Rebates; Cap; Inspection. The maximum amount of the rebates payable pursuant to Sections 1, 2 and 3 above shall in no event exceed the lesser of (i) the calculation of 50% of the fees or taxes described in Sections 1, 2, and 3 paid to the City, or (ii) one hundred thousand dollars ($100,000) ~~thirty thousand dollars ($30,000)~~. The maximum amount of the rebates payable pursuant to Section 4 above shall in no event exceed the calculation of 50% of the taxes described in Section 4 above; provided, further that the total maximum amount of rebates payable pursuant to Section 4 shall in no event exceed four hundred and forty thousand dollars ($440,000) ~~two hundred seven thousand dollars ($207,000)~~. Sales Tax rebates pursuant to Section 4 shall terminate when the Company has received from the City the last rebate payment under this Agreement for the five-year rebate period or when the Company has received $440,000 ~~$207,000~~ in rebate payments, whichever first occurs. The building permit fee, sign permit fee and construction use tax rebates in Sections 1, 2, and 3 pertaining to each phase of the Project shall be paid by the City to Company within 120 days following issuance of the certificate of occupancy or final inspection for the applicable portion of the Project work, as reasonably determined by the City, subject to Sections 6, 7, and 8 below. The Sales Tax rebate provided for in Section 4 above shall be paid by the City to Company in annual installments, on or before February 28 of the following year, subject to Sections 6, 7, and 8 below. At the end of each month, on or before the 20th of the following month, the Company shall be responsible to remit to the City its total monthly Sales/Use Tax payment on the appropriate Sales/Use Tax return form. All rebate payments will be remitted by the City to the Company at the address set forth in Section 9.

10. Termination. This Agreement shall terminate and become void and of no force or effect upon the City if, by December 31, 2025 ~~September 30, 2024~~, the Company has not completed the Project as described in the Company's application for business assistance (as evidenced by a successful final inspection for the Project); or should fail to comply with any City code.

Section 2. Except as amended by this First Amendment, the Business Assistance Agreement with Basecamp Concepts, LLC shall remain in full force and effect in accordance with its terms.

This First Amendment is effective as of the date first above written.

BASECAMP CONCEPTS, LLC

_____
Lance Peterson, President

CITY OF LOUISVILLE

_____
Christopher M. Leh, Mayor

ATTEST:

_____
Meredyth Muth, City Clerk

RESOLUTION NO. 16
SERIES 2022

A RESOLUTION APPROVING A BUSINESS ASSISTANCE AGREEMENT WITH BASECAMP LOUISVILLE, LLC FOR AN ECONOMIC DEVELOPMENT PROJECT IN THE CITY OF LOUISVILLE

WHEREAS, the successful attraction of quality development to the City of Louisville provides employment opportunities and increased revenue for citizen services and is therefore an important public purpose; and

WHEREAS, it is important for the City of Louisville to create and retain basic jobs and remain competitive with other local governments in creating assistance for occupancy of commercial space in the City; and

WHEREAS, Basecamp Louisville, LLC, doing business as Ironton Distillery and Crafthouse, seeks to redevelop existing vacant commercial space at 1303 Empire Road in Louisville, and relocate its existing business into such commercial space, which will add basic jobs and generate new fee and tax revenues to the City; and

WHEREAS, the Business Assistance Agreement between the City and Basecamp Louisville, LLC is attached hereto as Exhibit "A" and incorporated herein by this reference; and

WHEREAS, pursuant to the Constitution of the State of Colorado, and the Home Rule Charter and ordinances of the City of Louisville, the City has authority to enter into the proposed Business Assistance Agreement; and

WHEREAS, the City Council finds that the proposed Business Assistance Agreement is consistent with and in furtherance of the business assistance policies of the City, and desires to approve the Agreement and authorize its execution and implementation.

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

1. The proposed Business Assistance Agreement between the City of Louisville and Basecamp Louisville, LLC (the "Agreement") is hereby approved in essentially the same form as the copy of such Agreement accompanying this Resolution.

2. The Mayor is hereby authorized to execute the Agreement on behalf of the City Council of the City of Louisville, and the Mayor is further authorized to negotiate and approve such revisions to said Agreement as the Mayor determines are necessary or desirable for the protection of the City, so long as the essential terms and conditions of the Agreement are not altered.

3. City staff is hereby authorized to do all things necessary on behalf of the City to perform the obligations of the City under the Agreement, including but not limited to funding and implementation of the Agreement in accordance with and upon performance of the terms thereof.

PASSED AND ADOPTED this 15th day of March, 2022.

Ashley Stolzmann, Mayor

ATTEST:

Meredyth Muth, City Clerk

CITY OF LOUISVILLE SEAL COLORADO

EXHIBIT A

Copy of Business Assistance Agreement

BUSINESS ASSISTANCE AGREEMENT FOR
BASECAMP LOUISVILLE, LLC IN THE CITY OF LOUISVILLE

THIS AGREEMENT ("Agreement") is made and entered into as of the 15th day of March, 2022, between the CITY OF LOUISVILLE, a Colorado home rule municipal corporation (the "City"), and BASECAMP LOUISVILLE, LLC (the "Company"), doing business as Ironton Distillery and Crafthouse, a Colorado limited liability company.

WHEREAS, the City wishes to provide certain business assistance in connection with the Company's desire to relocate its existing business to Louisville (the "Project"); and

WHEREAS, the Company seeks to occupy a 4,000 square foot vacant commercial space and construct an additional 15,000 square feet of new space at 1303 Empire Road (the "Project Location"), which has not housed a significant Sales Tax generating use since 2017; and

WHEREAS, the Company will bring new basic jobs to the City, as well as generate new fee and tax revenues; and

WHEREAS, the City Council finds the execution of this Agreement will serve to provide a benefit and advance the public interest and welfare of the City and its citizens by securing this economic development project within the City.

NOW THEREFORE, in consideration of the mutual promises set forth below, the City and Company agree as follows:

1. Building Permit Fee Rebates. The City shall rebate to the Company 50% of the building related permit fees for the Project, required under section 15.04.050 of the Louisville Municipal Code (the "City Code") and section 108.2 of the International Building Code as adopted by the City, for the period from execution of this Agreement and ending September 30, 2024.

2. Sign Permit Fee Rebates. The City shall rebate to the Company 50% of the sign related permit fees for the Project, required under the City of Louisville Sign Code, adopted by Ordinance 1779, Series 2019, and codified as Appendix B to Chapter 17 of the City Code, and as may be amended from time to time, for the period from execution of this agreement and ending September 30, 2024. For purposes of this Section, "sign related permit fees" include sign permit fees, in-house sign plan review, and the use tax assessed on the valuation of signs installed as part of the Project.

3. Use Tax Rebate-Construction. The City shall rebate to the Company 50% of the Construction Use Tax on the construction materials for the Project, required under section 3.20.300 of the City Code, excluding all revenues from the Open Space Tax, Historic Preservation Tax, and Recreation

Center Tax for the Project, for the period from execution of this Agreement and ending September 30, 2024.

4. Sales Tax Rebates. The City shall rebate to the Company 50% of the Sales Tax revenues derived from the imposition of the City's 3.0% General Sales Tax (excluding the City's .375% Open Space Tax, the .125% Historic Preservation Tax, the .15% Recreation Center Tax, and any new sales taxes) that is actually collected by the City and attributable solely to new retail sales generated by operation of the Project and occurring at the Project Location. The rebates apply to the first five (5) years of its operation commencing on the first day of the month following the day the Company begins retail sales to the public from the Project Location ("the Commencement Date"). The five-year rebate period shall commence upon and run continuously from the Commencement Date.

5. Payment of Rebates; Cap; Inspection. The maximum amount of the rebates payable pursuant to Sections 1, 2 and 3 above shall in no event exceed the lesser of (i) the calculation of 50% of the fees or taxes described in Sections 1, 2, and 3 paid to the City, or (ii) thirty thousand dollars ($30,000). The maximum amount of the rebates payable pursuant to Section 4 above shall in no event exceed the calculation of 50% of the taxes described in Section 4 above; provided, further that the total maximum amount of rebates payable pursuant to Section 4 shall in no event exceed two hundred seven thousand dollars ($207,000). Sales Tax rebates pursuant to Section 4 shall terminate when the Company has received from the City the last rebate payment under this Agreement for the five-year rebate period or when the Company has received $207,000 in rebate payments, whichever first occurs. The building permit fee, sign permit fee and construction use tax rebates in Sections 1, 2, and 3 pertaining to each phase of the Project shall be paid by the City to Company within 120 days following issuance of the certificate of occupancy or final inspection for the applicable portion of the Project work, as reasonably determined by the City, subject to Sections 6, 7, and 8 below. The Sales Tax rebate provided for in Section 4 above shall be paid by the City to Company in annual installments, on or before February 28 of the following year, subject to Sections 6, 7, and 8 below. At the end of each month, on or before the 20th of the following month, the Company shall be responsible to remit to the City its total monthly Sales/Use Tax payment on the appropriate Sales/Use Tax return form. All rebate payments will be remitted by the City to the Company at the address set forth in Section 9.

6. No Interest; Inspection and Disclosure of Records. No interest shall be paid on any amounts subject to rebate under this Agreement. Each party and its agents shall have the right to inspect and audit the applicable records of the other party to verify the amount of any payment under this Agreement, and each party shall cooperate and take such actions as may be necessary to allow such inspections and audits. The Company acknowledges that implementation of this Agreement requires calculations based on the

amount of taxes collected and paid by the Company with respect to the term of this Agreement and issuance of rebate payment checks in amounts determined pursuant to this Agreement, and that the amounts of the rebate payment checks will be public information. The Company, for itself, its successors, assigns, and affiliated entities, hereby releases and agrees to hold harmless the City and its officers and employees from any and all liability, claims, demands, and expenses in any manner connected with any dissemination of information necessary for or generated in connection with the implementation of rebate provisions of this Agreement.

7. Use of Funds; Future Fees. Funds rebated to the Company pursuant to this Agreement shall be used by the Company solely for obligations and/or improvements permitted under Louisville Municipal Code section 3.24.060 (as enacted by Ordinance No. 1507, Series 2007), which includes, but is not limited to, creation of new Sales Tax revenue and new basic jobs in the City. The Building Permit Fee, Sign Permit Fee and Construction Use Tax rebates provided for under this Agreement are solely for construction activities and purchases for this Project during the periods stated in Sections 1-3, above. Any previous or subsequent purchases and construction activities shall be subject to payment without rebate of all applicable building permit fees, sign permit fees and construction use taxes.

8. Effect of Change in Tax Rate. Any increase or decrease in the City General Sales or Construction Use Tax rate above or below the applicable tax rate on the date of execution of this Agreement shall not affect the rebate payments to be made pursuant to this Agreement; rather, the amount of the rebate payments will continue to be based upon the General Sales, Construction Use, or Consumer Use Tax rates applicable on the date of execution of this Agreement (excluding the City's 0.375% Open Space Tax, 0.125% Historic Preservation Tax, and 0.150% Recreation Center Tax). Any decrease in the City General Sales or Construction Use Tax rates shall cause the amount of the rebate payments made pursuant to this Agreement to be based on the applicable percentage of revenues actually received by the City from application of the tax rate affected (excluding said Open Space, Historic Preservation, Recreation Center, or future special Sales or Use taxes).

9. Entire Agreement; Notices. This instrument shall constitute the entire agreement between the City and the Company and supersedes any prior agreements between the parties and their agents or representatives, all of which are merged into and revoked by this Agreement with respect to its subject matter. Contact information is as follows:

If to Company:
Basecamp Louisville LLC
Attn: Lance Peterson
3636 Chestnut Pl
Denver, CO 80216

303-619-1302
lance@irontondistillery.com

If to City:
Louisville City Hall
Attn: Economic Vitality
749 Main Street
Louisville, CO 80027
303.335.4531
mpierce@louisvilleco.gov

10. Termination. This Agreement shall terminate and become void and of no force or effect upon the City if, by September 30, 2024, the Company has not completed the Project as described in the Company's application for business assistance (as evidenced by a successful final inspection for the Project); or should fail to comply with any City code.

11. Business Termination. In the event the Company, and/or its successors and assigns, ceases business operations in the City within ten (10) years after the Certificate of Occupancy has been received for the Project, then in such event the Company shall pay to the City a portion of the total amount of Building Permit Fees, Sign Permit Fees, Construction Use Taxes, and Sales Taxes which were due and payable by the Company to the City but were rebated by the City. For each full year that the Company, and/or its successors and assigns, cease operations at the Project Location, the City shall receive back 10% of the foregoing amounts.

12. Subordination. Notwithstanding anything in this Agreement to the contrary, the City's obligations pursuant to this Agreement are subordinate to the City's obligations for the repayment of any current or future bonded indebtedness and are contingent upon the existence of a surplus in sales and use tax revenues in excess of the sales and use tax revenues necessary to meet such existing or future bond indebtedness. The City shall meet its obligations under this Agreement only after the City has satisfied all other obligations with respect to the use of sales tax revenues for bond repayment purposes. For the purposes of this Agreement, the terms "bonded indebtedness," "bonds," and similar terms describing the possible forms of indebtedness include all forms of indebtedness that may be incurred by the City, including, but not limited to, general obligation bonds, revenue bonds, revenue anticipation notes, tax increment notes, tax increment bonds, and all other forms of contractual indebtedness of whatsoever nature that is in any way secured or collateralized by sales and use tax revenues of the City.

13. Annual Appropriation. Nothing in this Agreement shall be deemed or construed as creating a multiple fiscal year obligation on the part of the City within the meaning of Colorado Constitution Article X, Section 20 or any other constitutional or statutory provision, and the City's obligations

hereunder are expressly conditional upon annual appropriation by the City Council, in its sole discretion. Company understands and agrees that any decision of City Council to not appropriate funds for payment shall be without penalty or liability to the City and, further, shall not affect, impair, or invalidate any of the remaining terms or provisions of this Agreement.

14. Governing Law: Venue; Dispute Resolution. This Agreement shall be governed and construed in accordance with the laws of the State of Colorado. This Agreement shall be subject to, and construed in strict accordance with, the Louisville City Charter and the Louisville Municipal Code. Any action arising out of, in connection with, or relating to this Agreement shall be filed in the District Court of Boulder County of the State of Colorado and in no other court or jurisdiction. In the event of a dispute concerning any provision of this Agreement, the parties agree that prior to commencing any litigation, they shall first engage in good faith the services of a mutually acceptable, qualified, and experienced mediator, or panel of mediators for the purpose of resolving such dispute; except that, either party may seek injunctive or other equitable relief in the District Court of Boulder County without first submitting the dispute to mediation. The costs of mediation shall be split equally between the parties. The costs of arbitration shall be split equally between the parties.

15. Legal Challenge; Escrow. The City shall have no obligation to make any rebate payment hereunder during the pendency of any legal challenge to this Agreement. The parties covenant that neither will initiate any legal challenge to the validity or enforceability of this Agreement, and the parties will cooperate in defending the validity or enforceability of this Agreement against any challenge by any third party. Any funds appropriated for payment under this Agreement shall be escrowed in a separate City account in the event there is a legal challenge to this Agreement.

16. Personal Agreement; Assignment. This Agreement is personal to the Company and does not attach to or run with the Property. Neither party shall record this Agreement in the property records of the Boulder County Clerk and Recorder. The Company may not assign any of the obligations, benefits or provisions of the Agreement in whole or in any part without the express written authorization of the City Council of the City. Any purported assignment, transfer, pledge, or encumbrance made without such prior written authorization shall be void.

17. No Joint Venture. Nothing in this Agreement is intended or shall be construed to create a joint venture between the City and the Company and the City shall never be liable or responsible for any debt or obligation of Company.

18. No Third-Party Beneficiaries. The terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to City and Company, and nothing contained in this Agreement

shall give or allow any such claim or right of action by any other third party on such Agreement. It is the express intention of the parties that any person other than City or Company receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

15th

This Agreement is enacted this XXXXday of March, 2022.

BASECAMP LOUISVILLE, LLC
a Colorado limited liability company

By: _____
Lance Peterson
President

CITY OF LOUISVILLE

_____
Ashley Stolzmann
Mayor

ATTEST:

_____
Meredyth Muth, City Clerk

SUBJECT: **APPROVE CONTRACT WITH MOJO'S CLEANING SERVICES TO PROVIDE CUSTODIAL SERVICES TO CITY FACILITIES**

DATE: **SEPTEMBER 17, 2024**

PRESENTED BY: **KURT KOWAR, PUBLIC WORKS DEPARTMENT**
KEVIN FREY, FACILITIES SUPERINTENDENT

SUMMARY:
Staff is recommending approval of a 3-year contract with Mojo's Cleaning Services for citywide janitorial services. Mojo's provided the lowest cost response to a Request for Proposals process and is the City's existing janitorial services provider with great results.

The custodial service contract is vital to the appearance, cleanliness and maintainability of City facilities. Custodial Services for the City of Louisville covers 14 buildings with approximately 160,000 square feet of cleaning area, including Parks and Golf restroom facilities. Several of the buildings require coverage seven days a week and high service levels are necessary to meet customer expectations.

An RFP evaluation process was selected to assure that quality of service was not abandoned for the lowest price in the extremely competitive cleaning industry. An evaluation team of eight was involved in the selection process, including staff from each major facility. The RFP process was based on a maximum of 100 points and scored as follows:

- Pricing - 30 points, lowest lump sum price over the three-year contract receives the maximum points with prorating for contractors with higher pricing.
- References and Quality of Service - 15 points; a Survey Monkey questionnaire scoring various categories of service and overall satisfaction was sent to three references for each contractor. An average score was used to allocate total points for this category.
- In-Person interview and presentation with evaluation team – 55 points; scoring of candidate presentation over 5 different categories, including Staffing Plan (10 pts), Equipment and Supplies (5 pts), Employee Benefits and Retention (10 pts), Management and Quality Assurance (10 pts), and Overall Impression (20 pts)

The RFP was publicly advertised and a total of 6 proposals were received from pre-qualified contractors and top 4 were invited to interview and present with the evaluation team.

Below is a table showing the tabulation of finalists for the RFP process.

Contractor	3 Year Total Price	Price (30)	References & Quality (15)	In-Person Presentation (55)	Total points (100)
Mojos Cleaning Services	$1,307,088 **	30	14.6	51	95.6
Velocity Services	$1,341,628	28.6	12.1	46	86.7
KG Facility Services	$1,538,233	24.0	9.8	48	81.8
Pike Enterprises	$1,637,368	21.6	13.3	43	77.9

** Golf Course exterior restroom services were negotiated as an addendum after the initial RFP submittal. Total represents $1,280,772 + (3 x $8,772). Addendum did not impact ultimate outcome of RFP selection.

Award is based on contract pricing for a period of three years, although the contract states that the City can only commit to one year at a time based on the contractor's satisfactory performance and Council's annual budget approval.

Mojos Cleaning Services scored highest in staff's evaluation with the following being the deciding factors:

- Mojos provided the largest allocation of resources to the Recreation Center while meeting minimum staffing levels at all other buildings.
- Mojos has previously provided satisfactory custodial service to the City of Louisville and scored well on the reference feedback.
- Mojos in-person presentation was judged the most thorough and complete by staff evaluation team.

FISCAL IMPACT:
Mojos Cleaning Services total pricing for the three years is as follows:

1st year - $435,696
2nd year - $435,696
3rd year - $435,696

Services are allocated across several accounts and funds based upon the facility.

RECOMMENDATION:
It is recommended that the City Council award the Custodial Service contract to Mojos Cleaning Services for three years with the condition that the annual renewal is subject to satisfactory performance and Council's budget appropriation and that the City Council authorize the Mayor and City Clerk to execute documents on behalf of the City.

ATTACHMENT(S):

1. Bid Tabulation
2. Contract

STRATEGIC PLAN IMPACT:

☒	**Financial Stewardship & Asset Management**	☒	**Reliable Core Services**
☐	**Vibrant Economic Climate**	☐	**Quality Programs & Amenities**
☐	**Engaged Community**	☒	**Healthy Workforce**
☐	**Supportive Technology**	☐	**Collaborative Regional Partner**

City of Louisville

2024 Custodial Services - RFP
Bid Tabulation

Date: Tuesday, July 23, 2024

Contractor	Bid In Order	Base Lump Sum	Pre-Qualify	Alternate #1	Alternate #2	Total w/ Alternates
Velocity Services	YES	$ 1,341,628.27	Yes			$ 1,341,628.27
KG Facility Solutions	YES	$ 1,538,233.11	Yes			$ 1,538,233.11
Mojos Cleaning Services	YES	$ 1,280,772.00	Yes			$ 1,280,772.00
The Key People	YES	$ 2,477,809.94	Yes			$ 2,477,809.94
Pike Enterprises	YES	$ 1,637,368.19	Yes			$ 1,637,368.19
Kleen -Tech Services	YES	$ 2,192,370.04	Yes			$ 2,192,370.04

CITY OF LOUISVILLE COLORADO
AGREEMENT FOR CUSTODIAL SERVICES
November 1 2024 – September 30 2025

1.0 PARTIES

The parties to this Agreement are the City of Louisville, a Colorado municipal corporation, hereinafter referred to as the "City" and Mojos Cleaning Services, hereinafter referred to as the "Contractor".

2.0 RECITALS AND PURPOSE

2.1 The City desires to engage the Contractor for the purpose of performing custodial services.

2.2 The Contractor represents that it has the special expertise and background necessary to provide the City with these services.

3.0 SCOPE OF SERVICES

The Contractor agrees to provide the City with the specific custodial services as set forth herein and described in the Exhibit A, General Terms and Conditions; Exhibit B, Master Cleaning Specification; Exhibit C, Area Cleaning Specification, Exhibit D, Floor Cleaning Specification and Exhibit E, Custodial Services Pricing, attached hereto and incorporated herein by reference.

4.0 COMPENSATION

4.1 After satisfactory performance of the custodial services contracted herein, the City shall pay the Contractor for services under this Agreement a total not to exceed the amounts set forth in Exhibit E. Such amounts shall be inclusive of all costs of whatsoever nature associated with the Contractor's efforts, including but not limited to salaries, benefits, expenses, overhead, administration, and profits. The price of any additional custodial services which may be requested by the City and agreed to by the Contractor shall be calculated on the basis of time and material rate set forth in Exhibit E. No hourly charges shall exceed the hourly rates identified in Exhibit E. Additional Services can only be authorized by the City Contract Administrator or persons designated in writing by the Contract Administrator. The scope of services and payment therefore shall only be changed by a properly authorized amendment to this Agreement. No City employee has the authority to bind the City with regard to any payment for any services which exceeds the Pricing Schedule amounts payable under the Terms of this Agreement.

4.2 The Contractor shall submit a monthly invoice to the City at the end of each

service month. The City, upon its request, may have access to back-up payroll documentation identifying the individual employee, date and hours worked and the hourly rate associated with the individual employee.

5.0 PROJECT REPRESENTATION

5.1 The individuals hereinafter named are the respective representatives of the parties who may be contacted for the purposes of administering this Agreement. Either party may change its representative by notice in writing given to the other party. Any correspondence, notice or other communication when made in writing shall be delivered in person or deposited in the U.S. Mail, first class postage prepaid, and addressed hereinafter indicated.

5.2 The City designates Facilities Superintendent, Kevin Frey as the Contract Administrator, who will be responsible for providing direction to the Contractor during the conduct of the project. The Contractor shall comply with the directions given by Kevin Frey.

Kevin Frey
City of Louisville
Facilities Superintendent
739 S 104th St
Louisville, CO 80027
303.335.4766

5.3 The Contractor designates Jesus Gonzalez as Contractor's representative; the City may rely upon the guidance, opinions and recommendations provided by the Contractor and its representatives. Should any of the representatives be replaced, particularly Jesus Gonzalez, and such replacement require the City to undertake additional reevaluations, coordination, orientations, etc., the Contractor shall be fully responsible for all such additional costs and services.

Contractor's Address
1801 W 64th Ln.
Denver CO 80221

Contractor's Phone
303-353-4658

6.0 TERM

6.1 Unless sooner terminated pursuant to the provisions hereof, this Agreement and the Contractor's services under this Agreement shall commence on November 1, 2024, and shall continue until September 30, 2025. The contract may be extended for up to a total of three years as approved by City Council.

6.2 If the City makes any changes or alteration in its use of the premises where services are performed pursuant to this Agreement, or if the City substantially modifies the scope of services, then the City, upon thirty (30) days written notice to the Contractor, may increase/reduce the frequency, quantity, quality, or any portion of services required.

7.0 INSURANCE

7.1 The Contractor shall procure and maintain and shall cause each subcontractor of the Contractor to procure and maintain, the minimum insurance coverage listed below. All coverage shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Contractor pursuant to this Agreement. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured by the Contractor to maintain such continuous coverage.

7.1.1 Worker's Compensation insurance as required by the Labor Code of the State of Colorado and Employer's Liability Insurance with minimum limit of FIVE HUNDRED THOUSAND DOLLARS ($500,000) each accident, FIVE HUNDRED THOUSAND DOLLARS ($500,000) disease - policy limit, and FIVE HUNDRED THOUSAND DOLLARS ($500,000) disease - each employee. Evidence of qualified self-insured status may be substituted for the Workmen's Compensation requirements of this paragraph.

7.1.2 General Liability insurance to cover all liability, claims, demands, and other obligations assumed by the Contractor herein with minimum combined single limits of ONE MILLION DOLLARS ($1,000,000) each occurrence and ONE MILLION DOLLARS ($1,000,000) aggregate. The policy shall include the City of Louisville, its officers and its employees, as additional insured, with primary coverage as respects the City of Louisville, its officers and its employees, and shall contain a severability of interests provision.

7.1.3 Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than TWO MILLION DOLLARS ($2,000,000) with respect to

each of Contractor's owned, hired or non-owned vehicles assigned to or used in performance of the services. The policy shall include the City of Louisville, its officers and its employees, as additional insured, with primary coverage as respects the City of Louisville, its officers and its employees, and shall contain a severability of interests provision. If the Contractor has no owned automobiles, the requirements of this paragraph shall be met by each employee of the Contractor providing services to the City of Louisville under this Agreement.

7.1.4 Excess liability, umbrella form, with an aggregate limit of $2,000,000.

7.2 A certificate of insurance shall be completed by the Contractor's insurance agent(s) as evidence that policies providing the required coverage, conditions and minimum limits are in full force and effect and shall be subject to review and approval by the City prior to commencement of any services under this Agreement.

7.3 The parties hereto understand and agree that the City is relying on, and does not waive or intend to waive by any provision of this Agreement, the monetary limitations (presently $150,000 per person and $600,000 per occurrence) or any other rights, immunities, and protection provided by the Colorado Governmental Immunity Act, 24-10-101 et seq., 10 C.R.S., as from time to time amended, or otherwise available to the City, its officers, or its employees.

8.0 INDEMNIFICATION

8.1 This Agreement shall bear all risks of loss, damage, theft or destruction of materials, equipment or supplies used in the performance of the work herein that is owned by the Contractor.

9.0 STANDARDS OF PERFORMANCE

9.1 All work shall be performed by this Agreement in a good and workmanlike manner and in accordance with all applicable specifications. The Contractor shall provide regular and systematic inspections by the Contractor's supervisory personnel of all premises on which the services are to be provided to assure high quality work by the Contractor's employees. In the event that deficiencies are noted by the City, the Contractor agrees to remedy such deficiencies at no additional cost to the City within 24 hours after verbal notification of such deficiency or at such other time as the City and the Contractor may agree. Any verbal notification of deficiency will be confirmed by a written notice of the same and mailed or emailed to the Contractor or delivered to the Site Manager.

9.2 If the Contractor fails to remedy any deficiency, he shall be in default of this Agreement. The City may, at its option, correct the deficiency, default or breach by any means available to it, and deduct the costs of such corrective action from the monies due the Contractor without terminating this Agreement, or terminate this Agreement as set forth in paragraph 16.

9.3 This Agreement provides for services on the following days of the week: Sunday through Saturday. The work herein shall be performed during the hours specified and established for the Contractor by the City.

9.4 Contractor shall supply all tools, equipment, cleaning materials and supplies required for the full and complete performance of all work and services.

9.5 Contractor shall not be responsible for failure to render service due to causes beyond its control, including, but not limited to fires, civil disobedience, riots, vandalism, acts of God and similar occurrences. Service shall be rendered as soon as possible after the cessation of such causes.

9.6 Contractor shall comply with all laws, ordinances, codes, and governmental requirements relating to health and safety standards.

10.0 SECURITY

10.1 All employees of the Contractor must be bonded before the inception of the Contract. Each bonded person shall have had the City's rules and regulations reviewed with them regarding the security of City property.

10.2 The Contractor shall provide in advance a personnel sheet on each employee of the Contractor who has occasion to enter any City building in the performance of the work herein.

10.3 During the performance of work herein, the Contractor shall take all reasonable precautions to guard the secrecy of the City's records and information, shall limit access to records and information of the City to authorized employees or agents of the Contractor only, and shall inform all such authorized employees of the confidential nature of records and information of the City and of the applicable laws regarding security of communication.

11.0 INDEPENDENT CONTRACTOR

The Contractor and any persons employed by Contractor for the performance of work hereunder shall be independent contractors and not agents of the City. Any provisions in this Agreement that may appear to give the City the right to direct Contractor, as to details of doing work or to exercise a measure of control over the work, mean that Contractor shall follow the direction of the

City as to end results of the work only. **As an independent contractor, Contractor is not entitled to worker's compensation benefits except as may be provided by the independent contractor nor to unemployment insurance benefits unless unemployment compensation coverage is provided by the independent contractor or some other entity. The Contractor is obligated to pay all federal and state income tax on any monies earned or paid pursuant to this contract relationship**

12.0 ASSIGNMENT

Contractor shall not assign or delegate this Agreement or any portion thereof, or any monies due to or which become due hereunder without the City's prior written consent.

13.0 DEFAULT

Each and every term and condition hereof shall be deemed to be a material element of this Agreement. In the event either party should fail or refuse to perform according to the terms of this Agreement, such part may be declared in default.

14.0 TERMINATION

14.1 This Agreement may be terminated by either party for convenience by either party by giving the other party written notice at least thirty (30) days in advance of the termination date. In the event of such termination, the Contractor will be paid for services rendered to the date of termination and upon such payment, all obligations of the City to the Contractor under this Agreement will cease. Termination pursuant to this Subsection shall not prevent either party from exercising any other legal remedies which may be available to it.

15.0 INSPECTION

The City and its duly authorized representatives shall have access to any books, documents, papers, and records of the Contractor that are related to this Agreement for the purpose of making audit, examination, excerpts and transcriptions.

16.0 ENFORCEMENT

In the event that suit is brought upon this Agreement to enforce its terms, the prevailing party shall be entitled to its reasonable attorneys' fees and related court costs.

17.0 COMPLIANCE WITH LAWS

Contractor shall be solely responsible for compliance with all applicable federal, state and local laws, including the ordinances, resolutions, rules and regulations of the City of Louisville; for payment of all applicable taxes; and obtaining and keeping in force all applicable permits and approvals.

18.0 EQUAL OPPORTUNITY EMPLOYER

The Contractor will not discriminate against any employee or applicant from employment because of race, color, religion, age, sex, disability or national origin. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard for their race, color, religion, age, sex, disability 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, notice to be provided by an agency of the federal government, setting forth the provisions of the Equal Opportunity Laws.

The Contractor shall be in compliance with the appropriate areas of the Americans with Disabilities Act of 1990 as enacted and from time to time amended and any other applicable federal regulation. A signed, written certificate stating compliance with the Americans with Disabilities Act may be requested at any time during the life of any contract and with any contract entered into by the Owner.

19.0 INTEGRATION AND AMENDMENT

This Agreement represents the entire Agreement between the parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the parties.

OWNER: CITY OF LOUISVILLE, COLORADO

By: _____
Chris Leh, Mayor

(CORPORATE SEAL)

Attest: _____
Meredyth Muth, City Clerk

Address for giving notices:

749 Main Street
Louisville, Colorado 80027

Attention: Facilities Superintendent

CONTRACTOR:

By: _____
Jesus Gonzalez
Mojos Cleaning CEO

(CORPORATE SEAL)

Attest: _____

Address for giving notices:

1801 W 64th Ln.

Denver, CO 80221

Attention: Jesus Gonzalez

CUSTODIAL SERVICES PROPOSAL

THIS PROPOSAL IS SUBMITTED TO: THE CITY OF LOUISVILLE, COLORADO

1. The undersigned PROPOSER proposes and agrees, if this Proposal is accepted, to enter into an Agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Proposal and in accordance with the other terms and conditions of the Contract Documents.

2. PROPOSER accepts all the terms and conditions of the Request for Proposal and Instructions to Proposers, including without limitation those dealing with the disposition of Bid Security. This Proposal will remain subject to acceptance for sixty days after the day of Proposal deadline. Proposer will sign and submit the Agreement with the Bonds and other documents required within ten days after the date of OWNER's Notice of Award.

3. In submitting this Proposal, PROPOSER represents, as more fully set forth in the Agreement, that:

   (a) PROPOSER has examined copies of all the Bidding Documents and of the following Addenda receipt of all which is hereby acknowledged: (List Addenda by Addendum Number and Date):

Date	Number
7/22/2024	540300-2025
7/14/2024	Addendum No. 1

   (b) PROPOSER has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.

   (c) PROPOSER has reviewed and checked all information and data shown or indicated on the Contract Documents.

   (d) PROPOSER has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

   (e) PROPOSER has given the OWNER written notice of all conflicts, errors, ambiguities, or discrepancies that PROPOSER has discovered in the Contract Documents and the written resolution thereof by OWNER is acceptable to PROPOSER, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Proposal is submitted.

   (f) This Proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; PROPOSER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham proposal; PROPOSER has not solicited or induced any person, firm or corporation to refrain from proposing; and PROPOSER has not sought by collusion to obtain for himself any advantage over any other Proposer or over OWNER.

4. PROPOSER will complete the Work in accordance with Contract Documents for the following price(s):

EXHIBIT E

Custodial Services Pricing

Facility	Monthly Cost or as noted	1st Year Total	2nd Year Total	3rd Year Total
Art Center*	575.00	6,900.00	"	"
Austin Niehoff	490.00	5,880.00	"	"
City Hall	2,360.00	28,320.00	"	"
City Services	1,460.00	17,520.00	"	"
Golf Clubhouse	700.00	8,400.00	"	"
Golf Maintenance	97.00	1,164.00	"	"
Library	3,800.00	45,600.00	"	"
Memory Square**	320.00	3,840.00	"	"
Museum	300.00	3,600.00	"	"
Police & Court	2,600.00	31,200.00	"	"
Recreation & Senior Center	18,150.00	217,800.00	"	"
Water North	575.00	6,900.00	"	"
Water South	310.00	3,720.00	"	"
Wastewater	575.00	6,900.00	"	"
HR Building	265.00	3,180.00	"	"
Parks Facilities	3,000.00	36,000.00	"	"
Totals – all buildings	35,577	426,924.00	426,924.00	426,924.00

* Art Center - provide pricing on a daily basis (assume 313 days per year for yearly total)
** Memory Square – provide pricing on a weekly basis (assume 13 weeks per year for yearly total)

ADDITIONAL SERVICES

CARPET CLEANING

Additional carpet cleaning over and above the amount specified in the base contract:

Rotary Extraction $ .19 per square foot
Protective Carpet Treatment $ .25 per square foot

% increase for: Year 2 3% Year 3 3%

WINDOW CLEANING

Additional window cleaning over and above the amount specified in the base contact:
Hourly rate of $ 23.00 per hour.

% increase for: Year 2 Ø Year 3 3%

FURNITURE CLEANING

Professional upholstery cleaning upon request.

$ 23.00 per hour on an hourly basis
$ 5.00 per small piece (office chair)
$ 25.00 per medium piece (lounge chair)
$ 35.00 per large piece (sofa)

% increase for: Year 2 Ø Year 3 3%

ADDITIONAL CLEANING

Additional cleaning not specifically listed in the CUSTODIAL SERVICE CONTRACT will be provided upon the request of the City of Louisville.

The cost of additional services will be as follows:

1. Material = Net cost to Contractor plus 5% handling fee.
2. Labor rate (regular hours) = $ 21.00 per hour.

% increase in labor rate for: Year 2 3% Year 3 3%

EMERGENCY CALL IN

Hourly rate for emergency call in. This provision requires a response time of less than one (1) hour and will be utilized only when there is an immediate need for custodial services. Hourly rate of $ 23.00 and 4 number of hours as a minimum for emergency call in.

% increase in labor rate for: Year 2 Ø Year 3 3%

The incremental cost of housekeeping, sanitation services, and on-site supervision and management should include a satisfactory number of people, agreed upon by the Owner and the Contractor, to complete the level of work established by all exhibits.

The foregoing price shall include all labor, materials, equipment rental, transportation, trash removal, overhead, profit, insurance, etc., to cover the completed work in place of the several kinds called for. A satisfactory number of persons (identified in Exhibit A, section 8.1, Minimum Staffing Requirements), shall be employed to complete the level of work established in the Exhibits and Scope of Work.

5. The following documents are attached to and made a condition of this Proposal:

   (a) A list of Subcontractors and other persons and organizations proposed to perform the Work are required to be identified on the Schedule of Subcontractors and submitted in this Proposal;

   (b) Anti-Collusion Affidavit;

   (c) Certification of EEO Compliance

   (d) Pre- Contract Certification Regarding Employing Illegal Aliens

   (e) If PROPOSER is a partnership, a list of all partners, their addresses, and their interest and role in the partnership business.

7. Communications concerning this proposal shall be addressed to:
   The address of PROPOSER indicated below.

Jesus Gonzalez

jesusg@mojoscleaning.com

(303) 995-0141

SUBMITTED on July 22nd, 2024.

If PROPOSER is:

An Individual

By _____
(Individual's Name)

(SEAL)

doing business as _____

Business address: _____

_____

_____

Phone No.: _____

A Partnership

By _____
(Firm Name)

(SEAL)

_____
(General Partner)

Business address: _____

_____

_____

Phone No.: _____

A Corporation

By Mojos Cleaning Services Inc.
(Corporation Name)

Colorado
(State of incorporation)

By Jesus Gonzalez
(Name of person authorized to sign)

President
(Title)

(CORPORATE SEAL)

Attest _____
(Secretary)

Business address: _____

_____

_____

Phone No.: _____

Date of Qualification to do business: _____

A Joint Venture

By _____
(Name)

_____
(Address)

By _____
(Name)

_____
(Address)

Phone Number and Address for receipt of official communications

_____

_____

(Each joint venturer must sign. The manner of signing for each individual, partnership and

corporation that is a party to the joint venture should be in the manner indicated above.)

SCHEDULE OF SUBCONTRACTORS

PROJECT: 2024 Custodial Contract
OWNER'S PROJECT NUMBER: 101441-540300
OWNER: CITY OF LOUISVILLE, COLORADO

This Bid is based on subcontracting certain portions of the work to subcontractors as listed below.

Name: None of the Work will be Telephone No. _____
Address: Contracted Out! _____
City: _____ State: _____ Zip Code: _____
Services/equipment to be provided: _____

Name: _____ Telephone No. _____
Address: _____
City: _____ State: _____ Zip Code: _____
Services/equipment to be provided: _____

Name: _____ Telephone No. _____
Address: _____
City: _____ State: _____ Zip Code: _____
Services/equipment to be provided: _____

Name: _____ Telephone No. _____
Address: _____
City: _____ State: _____ Zip Code: _____
Services/equipment to be provided: _____

Name: _____ Telephone No. _____
Address: _____
City: _____ State: _____ Zip Code: _____
Services/equipment to be provided: _____

Name: _____ Telephone No. _____
Address: _____
City: _____ State: _____ Zip Code: _____
Services/equipment to be provided: _____

ANTI-COLLUSION AFFIDAVIT

PROJECT: 2024 Custodial Contract
OWNER'S PROJECT NUMBER: 101441-540300
OWNER: CITY OF LOUISVILLE, COLORADO

I hereby attest that I am the person responsible within my firm for the final decision as to the price(s) and amount of this Bid or, if not, that I have written authorization, enclosed herewith, from that person to make the statements set out below on his or her behalf of my firm.

I further attest that:

1. The price(s) and amount of this bid have been arrived at independently, without consultation, communication or agreement for the purpose or with the effect of restricting competition with any other firm or person who is a BIDDER or potential prime BIDDER.

2A. Neither the price(s) nor the amount of this Bid have been disclosed to any other firm or person who is a BIDDER or potential prime BIDDER on this project, and will not be so disclosed prior to bid opening.

2B. Neither the prices nor the amount of the Bid of any other firm or person who is a BIDDER or potential prime BIDDER on this project have been disclosed to me or my firm.

3A. No attempt has been made to solicit, cause or induce any firm or person who is BIDDER or potential prime BIDDER to refrain from bidding on this project, or to submit a Bid higher than the Bid of this firm, or any intentionally high or noncompetitive Bid or other form of complementary Bid.

3B. No agreement has been promised or solicited for any other firm or person who is a BIDDER or potential prime BIDDER on this project to submit an intentionally high, noncompetitive or other form of complementary bid on this project.

4. The Bid of my firm is made in good faith and not pursuant to any consultation, communication, agreement or discussion with, or inducement or solicitation by or from any firm or person to submit any intentionally high, noncompetitive or other form of complementary bid.

5. My firm has not offered or entered into a subcontract or agreement regarding the purchase or sale of materials or services from any firm or person, or offered, promised or paid cash or anything of value to any firm or person, whether in connection with this or any other project, in consideration for an agreement or promise by any firm or person to refrain from bidding or to submit any intentionally high, noncompetitive or other form of complementary bid or agreeing or promising to do so on this project.

6. My firm has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any firm or person, and has not been promised or paid cash or anything of value by any firm or person, whether in connection with this or any other project, in consideration for my firm's submitting any intentionally high, noncompetitive or other form of complementary bid, or agreeing or promising to do so, on this project.

7. I have made a diligent inquiry of all members, officers, employees, and agents of my firm with responsibilities relating to the preparation, approval or submission of my firm's bid on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, or other conduct inconsistent with any of the statements and representations made in this affidavit.

8. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the OWNER of the true facts relating to submission of bids for this contract.

I DECLARE UNDER PENALTY OF PERJURY IN THE SECOND DEGREE, AND ANY OTHER APPLICABLE STATE OR FEDERAL LAWS THAT THE STATEMENTS MADE ON THIS DOCUMENT ARE TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE.

CONTRACTOR'S FIRM OR COMPANY NAME		SECOND CONTRACTOR'S FIRM OR COMPANY NAME (IF JOINT VENTURE)	
BY:	Jesus Mojardin - Gonzalez	BY:	
TITLE:	President	TITLE:	
DATE:	7-22-2024	DATE:	

SWORN BEFORE ME THIS 22nd DAY OF, July, 2024

NOTARY PUBLIC: Julie Goering MY COMMISSION EXPIRES: 5-10-2027

JULIE A GOERING
Notary Public
State of Colorado
Notary ID # 20194017895
My Commission Expires 05-10-2027

CERTIFICATION OF EEO COMPLIANCE

PROJECT: 2024 Custodial Contract
OWNER'S PROJECT NUMBER: 101441-540300
OWNER: CITY OF LOUISVILLE, COLORADO

Instructions: BIDDER's and Subcontractors must complete and submit this form with the Bid Form. This is required by the Equal Employment Opportunity Regulations 41 CFR 1.7 (b) (1).

1. ✓ Yes ___ No	I have developed and have on file at each establishment an affirmative action program as required by 41 CFR Chapter 60, Part 60-2.
2. ✓ Yes ___ No	I have participated in a previous contract/subcontract subject to the equal opportunity clause.
3. ✓ Yes ___ No	I have filed with the Joint Reporting Committee, the Director, or the Equal Employment Opportunity Commission all reports due under the applicable filing requirements.

I declare under penalty of perjury in the second degree and any other applicable state or federal laws that the statements made in this document are true and complete to the best of my knowledge.

CONTRACTOR

✓ **BIDDER** ___ **PROPOSED SUBCONTRACTOR**

BY: Jesus Gonzalez

TITLE: President

DATE: 07/19/2024

Prohibition Against Employing Illegal Aliens

PROJECT: 2024 Custodial Contract
OWNER'S PROJECT NUMBER: 101441-540300
OWNER: CITY OF LOUISVILLE, COLORADO

Consultant shall not knowingly employ or contract with an illegal alien to perform work under this contract. Consultant shall not enter into a contract with a subcontractor that fails to certify to the Consultant that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract.

Contract has verified or attempted to verify through participating in the basic pilot program as defined in C.R.S. Section 8-17.5-101(1) ("Program") that Consultant does not employ any illegal aliens and, if Consultant is not accepted into the Program prior to entering into this contract, that Consultant shall apply to participate in the Program every three months until Consultant is accepted or the contract has been completed, whichever is earlier. This provision shall not be required or effective if the Program is discontinued. Consultant is prohibited from using the Program procedures to undertake pre-employment screening of job applicants while this contract is being performed.

If Consultant obtains actual knowledge that a subcontractor performing work under this contract for services knowingly employs or contracts with an illegal alien, Consultant shall:

a. Notify the subcontractor and the City within three days that the Consultant has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
b. Terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to this paragraph the subcontractor does not stop employing or contracting with the illegal alien; except that the Consultant shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

Consultant shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. Section 8-17.5-102(5).

If Consultant violates a provision of this Contract required pursuant to C.R.S. Section 8-17.5-102, the City may terminate the contract for breach of contract. If the contract is so terminated, the Consultant shall be liable for actual and consequential damages to the City.

Contractor's Pre-Contract Certification
Regarding Employing Illegal Aliens

PROJECT: 2024 Custodial Contract
OWNER'S PROJECT NUMBER: 101441-540300
OWNER: CITY OF LOUISVILLE, COLORADO

The proposer of public services to the City of Louisville identified below (hereafter "the Proposer"), hereby certifies as follows:

That at the time of providing this certification, Proposer does not knowingly employ or contract with an illegal alien; and that Proposer has participated in or attempted to participate in the Basic Pilot Program administered by the United States Department of Homeland Security in order to verify that it does not employ any illegal aliens.

Dated this 19 day of July, 2024.

Proposer: Mojos Cleaning Services Inc.

By: Jesus Gonzalez

Title: President

MOJOS CLEANING

SERVICES

Janitorial Service Proposal

City of Louisville

Golf Course - Daytime Exterior Restrooms

CONTRACT ADDENDUM

MOJOS CLEANING SERVICES

DATE	ESTIMATE #
08-13-2024	7135

Mojos Cleaning Services Inc.
1801 W 64th Ln
Denver, CO 80221
(303) 353-4658

Name/Address
Kevin Frey **Facilities Manager** **City of Louisville**

RE: Janitorial Service

Dear Kevin:

Thank you very much for this opportunity. Mojos Cleaning Service provides professional commercial janitorial cleaning services to offices, medical facilities, recreation centers, banks, insurance companies, etc throughout the Denver and surrounding areas.

- ✓ Our goal is to provide our customers top quality services at affordable prices because we believe that our customers are our most important asset.
- ✓ We operate on providing quality services through training, quality control, supervision, and management.

What Mojos Cleaning Services can provide:

- ➢ All of your general cleaning services provided by dedicated staff and well-trained employees.
- ➢ Specialized cleaning services including carpet spotting, carpet cleaning, hard floor care, window washing, construction clean up and day porter services.
- ➢ Specific cleaning strategies based on your facility to provide the best cleaning team.
- ➢ Professional advice on all of your cleaning concerns and issues.

ADDENDUM: Janitorial Services during the day between (12pm-2pm) for Golf Course Exterior Restrooms.

SEE BREAKDOWN BELOW:

Service Location	Day Porter Service Yearly	Day Porter Service Monthly	Monthly Total
GOLF	$8,772.00	$731.00	731.00
		TOTAL	$731.00

Note: Extra duties or projects requested by the City of Louisville will be billed separately at a rate of $28.00 per hour.

- ✓ Mojos Cleaning Services is fully bonded and insured.
- ✓ All employees will be fully uniformed and wear visible company badges.

Truly,
Jesus Gonzalez
President
Mojos cleaning services
Office: 303.995.0141
jesusg@mojoscleaning.com
www.mojoscleaning.com

Scope of work:

FACILITY:	Golf Course Exterior Restrooms		
Weekly CLEANING			
Room Location & Description	Area Specification		Floor/Wall Specification
LOCATION	FREQUENCY	CLEANING NOTES	TYPE
Course Outdoor Restrooms (All year Round)	7x/Week	Pull Trash, Replace Liners, Disinfect Trash Lids, Clean Sinks, Clean Toilets, Clean Glass Surfaces, Clean Floors/Walls, Disinfect Doorknobs, Disinfect Light Switches, Dust Ceiling Areas & Vents, stock supplies	Concrete

City of Louisville – Custodial Services
Exhibit A – General Terms and Conditions

1.0 GENERAL

1.1 Facility Summary

Facility	Address	Cleanable sq. ft.
Arts Center	801 Grant Ave	1,915
Austin Niehoff	717 Main St	1,116
City Hall	749 Main St	14,689
City Services	739 S 104th St	8,281
Golf Course Clubhouse	585 W Dillon Rd	3,436
Golf Course Maintenance	742 W Dillon Rd	495
Library	951 Spruce St	28,597
Memory Square Pool	801 Grant Ave	1,925
Museum	1001 Main St	1,585
Police & Court	992 Via Appia	18,861
Recreation & Senior Center	990 Via Appia	68,400
Water Treatment North	1955 Washington Ave	1,936
Water Treatment South	7000 Marshall Rd	2,083
Wastewater Treatment	1955 Empire Rd	2,255
HR Building	1805 Hwy 42 Ste 100	3,325

1.2 Daily cleaning intervals apply to every scheduled visit of a facility. The frequency column (FREQ) of the master cleaning specification will indicate the schedule frequency for daily cleaning. For example, areas with 7X in the frequency column are cleaned seven day per week including week ends and holidays not specifically excluded in section 1.1. Areas identified as 1X in the frequency column will be cleaned only one time per week or month as indicated. The standard schedule for cleaning is Monday through Friday. If a different schedule is required by the Owner, this will be noted in the remarks session. City Facilities will not require cleaning services if they are listed as closed on the Observed Holiday Schedule. The Recreation Center is also closed for one week in August for maintenance projects, at which time the Contractor will be expected to provide limited daily cleaning and at the end of the week perform deep cleaning of the entire facility.

City of Louisville – Observed Holiday Schedule

Holiday	Recreation/Senior	Golf Course	All other City buildings
New Years	Open	Closed	Closed
Martin Luther King	Open	Open	Closed
Easter	Closed	Open	Closed
Memorial	Open	Open	Closed
Juneteenth	Open	Open	Closed
Independence	Closed	Open	Closed
Labor	Closed	Open	Closed
Veteran's	Open	Open	Closed
Thanksgiving	Closed	Closed	Closed
Thanksgiving Friday	Open	Open	Closed
Christmas Eve	Open	Open	Closed
Christmas	Closed	Closed	Closed

1.3 If for any reason, beyond the control of the Contractor; i.e., foul weather operations etc., certain areas cannot be serviced, the Contractor must afford manpower to thoroughly clean these areas to standard level cleanliness within a 24 hour period. This recovery effort will be within the contract price.

1.4 Minor emergency service required, while the cleaning staff is on the premises, due to mishaps, repairs, foul weather operations, accidents, etc., shall be rendered without additional compensation.

1.5 All revenue from coin operated restroom dispensers will be turned in to the Owner's designated representative.

1.6 If the Contractor fails to perform cleaning as per the schedule, the Owner may deduct from the monthly invoice the estimated amount for the missed service. The Owner will inform the Contactor in writing of their intention to deduct for failure to provide services as scheduled.

2.0 SECURITY

2.1 Contractor's personnel working during hours of operation are to wear a uniform distinct and acceptable to the Owner. The uniform will have the Contractor's name and will be worn at all times by employees onsite. The uniforms shall be clean and presentable at the beginning of shift.

2.3 The Owner will provide the Contractor with written procedures for security provisions to be observed within and outside of each building complex, working within customer contact areas and all other situations felt to be pertinent. Contractor's employees will receive specific training by the Contractor on these procedures.

2.4 Employees of Contractor are not allowed to open any internal or outside doors or gates at any time to allow a person to enter a building or area or to bring guests (including family) onto the property, without Owner Management permission.

2.5 Contractor will provide the owner an up to date schedule of all employees working at each location monthly. The schedule shall include employee name, work title, facilities and shift start and stop time. Each time there is a personnel change, the Owner's designated representative will be provided an updated schedule.

2.6 Contractor will receive building keys in a quantity sufficient to perform the cleaning specified. All rooms opened for cleaning will be opened only while a cleaning person is present and locked upon completion. Contractor will be assessed a $85 replacement charge plus associated charges necessary to restore the integrity of Owner's lock and key system, for each lost key. Contractor may not duplicate keys.

2.7 All custodial staff for the Police and Court facility must be fingerprinted and pass a background check (CJIS) before being allowed to work in the facility.

3.0 SAFETY

3.1 Contractor's employees will use appropriate barriers and notification devices as necessary to maintain a safe work environment.

3.2 Contractor will comply with all State and Federal regulations related to reporting accidents and injuries. All unsafe conditions will be immediately reported to Owner's designated representative.

3.3 Electrical & mechanical equipment used by Contractor and Contractor's employees will meet all applicable safety requirements. Batteries for Cordless equipment, will not be permitted to be charged on site.

3.4 All containers used by Contractor's employees will be properly labeled with respect to contents and danger warnings

4.0 SUPPLIES AND EQUIPMENT

4.1 The Owner will provide all hand towels, toilet tissue, hand and body soaps, toilet seat covers, feminine products, trash liners, air fresheners and facial tissues required. The contractor will be responsible for submitting material orders to the Facilities department monthly and will at all times ensure that adequate inventory is on hand at each facility. Contractor will be responsible for maintaining all supplies, both those furnished by the Contractor and those purchased by the City. Onsite supply deliveries may not be practical for all facilities, especially those that may be occupied part time. As part of this Agreement Contactor will transport supplies from the delivery and/or storage locations as necessary.

4.2 Contractor will provide all cleaning materials not specifically described in section 4.1 and equipment necessary to accomplish all cleaning required as per this specification. All contractor supplied cleaning chemicals will be Green Seal Certified.

4.3 Contractor's equipment and cleaning materials are subject to the approval of the Owner. Contractor will use the best available method(s) for cleaning. All cleaning chemicals must be approved by the Owner before using onsite. To receive approval the Contractor will provide product information sheets and MSDS to the Owner's designated representative. Contractor will discontinue use of equipment and materials upon written request of the Owner.

4.4 Contractor will keep and provide up to date product and Material Safety Data Sheets (MSDS) for its employees and the Owner. MSDS will be available in english plus any other language spoken by the contractor's employees.

4.5 All cleaning chemicals will be labeled and secured at all times. No cleaning products will be allowed onsite that are flammable, contain ammonia or chlorine or pose an unacceptable environmental or safety risk.

4.6 All equipment shall have adequate bumpers and guards to prevent marking or scratching of fixtures, furnishings and building surfaces.

4.7 All equipment and tools must be kept clean and in good operating condition. When not in use, all equipment and supplies will be stored in an approved designated location.

4.8 Supplies will be replenished only by filling the appropriate dispensers. No "extra" supplies will be left in restrooms, on counters, etc.

4.9 Dry erase boards will be cleaned with a product specifically designed for dry erase boards and approved by Owner's designated representative.

5.0 CLEANING SPECIFICATIONS

5.1 "Description of work" and "Frequencies" are to be considered as a guide to minimum known service requirements. The intent of this agreement is to require the Contractor to keep all defined areas in a clean and sanitary condition to the satisfaction of the Owner. Janitorial services shall be equal to or exceed the best trade practices. The intent of the frequency "as needed" is to maintain a clean and sanitary condition at all times, when the required frequency is not a constant.

5.2 Contractor shall coordinate all cleaning schedules with Owner, and except for porter responsibilities and special requests, work will be scheduled on the afternoon and midnight shifts. At no time is cleaning to interfere with the Owner's operations.

5.3 Contractor's day porters shall be able to verbally communicate adequately (to be determined by the Owner) with the Owner's employees. Porters will handle cleaning emergencies and police areas as indicated from the Area Specification and the POLICE column of the Master Cleaning Specification

5.4 Scheduled inspections of cleaning areas will be made by the Contractor's manager and the Owner's designated representative on a monthly basis. Additional inspections may be scheduled if deemed necessary by the Owner.

5.5 Discrepancies noted during the inspections or through complaints, registered with the Contractor will be corrected within twenty four (24) hours after the Contractor receives the complaint(s). Contractor will track all "service calls" placed with the following information: date, reported by, area, time called, time service request dispatched, call back time to initial caller and nature of call. This information shall be provided to the Owner on a monthly basis to gauge performance and minimize any consistent concerns.

5.6 Annually, the Contractor will provide the Owner with a complete work schedule for all routine and project work. Schedule will explain how and when all specified cleaning is to be accomplished on a yearly basis. At the end of each month contractor will provide the owner a report of all work completed during the past month and planned for the upcomming month.

5.7 Contractor's employees will turn off lights when not in use. They will turn in all lost and found articles immediately to the Owner's designated office. They are to immediately report any hazardous and/or unsafe conditions and items in need of repair, including dead lights, leaky faucets, toilet stoppages, roof leaks, etc.

5.8 Contractor's employees are to use extreme caution around all computers, mechanical and electrical equipment. All keyboards, knobs, switches, levers, etc. are to be left alone and in their static positions.

5.9 All described window/glass cleaning includes both sides of the glazing, unless otherwise specified

5.10 Contractor and Contractor's employees will transfer recyclable materials (single stream and compostable) from collection containers inside the facilities to recycling containers outside the facility at no extra expense to the Owner. Employees will be responsible for taking desk side recyclables to central containers. Inside containers which receive food products (beverages included) will be emptied at the same frequency as other waste. Containers that receive only paper products will be emptied when the container is over half full. Inside recycling containers that involve food products will be kept at all times in a clean, odor and pest free condition.

5.11 Contractor and Contractor's employees are to keep janitorial work and break areas neat and clean at all times. Janitor closets and storage rooms are to be kept closed and locked when not in use.

5.12 Hard floor surfaces will be maintained according to manufacturer and/or industry standards. After the finish has dried, the reflection shall be uniform with no streaks. No stripping solution or finish shall remain on baseboards, doors or other surfaces.

5.13 Contractor will follow industry standard cleaning procedures and chemicals for all upholstered furniture and carpets. Contractor will prepare a comprehensive cleaning program for approval by the Owner at the beginning of this contract or when any change is proposed. Methods used will not harm or deteriorate appearance of furniture or carpeting.

6.0 CONTRACTOR EMPLOYEES

6.1 Contractor shall, upon request, provide work history and time records of all employees working on any phase of this contract.

6.2 Contractor shall provide a detailed schedule of all staff and work crews within the first month of this Contract which clearly demonstrates that the minimum staffing levels are being met for each facility. Contractor will also prepare a master cleaning schedule and checklist for each building that will show routine and non-routine work tasks. The checklist will show daily, weekly, monthly and annual cleaning tasks for each facility and will be posted in the custodial room for reference.

6.3 Contractor shall provide English speaking workers or supervisors of work for each crew providing custodial services on this contract.

6.4 Contractor shall be able to provide proof of US citizenship or Employment Eligibility Documents (Form I-9), social security number, and background checks on all employees working on the contract.

6.5 Contractor will provide a Contract Manager, who will be the primary contact for day to day operations and will communicate and coordinate on a day to day basis with the Owner's designated representative. The Contract Manager will provide the Owner a 24-hour, seven day a week contact number.

6.6 Employees are to receive the following training at Contractor's expense:

- Owners procedures and security provisions
- OSHA required employee right to know training
- Adequate training to perform the work competently as defined in the specification
- Safety training to include PPE, BBP and bodily fluids, safe operation of tools and equipment.

6.7 Contractor shall require employees to maintain a high level of conduct when on Owner's premises. The Owner reserves the right to deny certain employees assignment to their facilities.

6.8 The Contractor and the Contractor's employees shall not bring firearms onto the Owner's property, consume or be under the influence of drugs and /or alcohol while at work.

6.9 Contractor's employees will follow the Owner's smoking policy, which prohibits any smoking in a public place. When Contractor's employees smoke outside a public place but on the Owner's property, they must remain away from entrance areas and dispose of extinguished materials in a safe manner. Littering the ground with extinguished cigarettes is not acceptable.

6.10 Contractor's employees are not to disturb papers and personal items on desks, use telephones for personal calls or consume food and drink except in designated areas.

7.0 BILLING AND INVOICING

7.1 Any work requested by the Owner that is by its nature outside the intent and specification herein contained will be billed to the Owner under separate invoice, which identifies the work accomplished at the rate specified in the price sheet, and must be authorized by the appropriate City of Louisville Management. The janitorial personnel requested for such extra work will be above and outside of the budgeted daily scheduled personnel.

7.2 Invoicing will include a breakdown of all costs for each facility covered by this Agreement. Along with the monthly invoice contractor will provide an employee staffing report with hours worked as per Section 2.5 and 8.1 and a monthly project report as per Section 5.6 and 9.2. Contractor will use City provided or approved report forms.

7.3 Owner will subtract from the invoice amount all work which was scheduled but not received as per section 1.7 or staffing below the monthly minimum on a prorated basis.

8.0 CONTRACTOR MINIMUM STAFFING REQUIREMENTS

8.1 Contractor shall maintain minimum staffing levels as shown in the Minimum Staffing Table and will provide relief personnel for absent or vacationing employees at no extra cost. Minimum scheduled hours include project and floor care work. Day to day schedules may be changed to provide better service with Owners's prior approval. Minimum staffing levels does not include non-cleaning supervision. Contractor will provide the number of scheduled work hours worked at each facility along with each monthly invoice.

Minimum Staffing Table

Facility	Cleanable Sq. Ft.	Minimum monthly hours
Arts Center	1,915	26
Austin Niehoff	1,116	22
City Hall	14,689	108
City Services	8,281	65
Golf Course Clubhouse	3,436	30
Golf Course Maintenance	495	4
Library	28,597	182
Memory Square Pool	1,925	43 (open May – August)
Museum	1,585	13
Police & Court	18,861	121
Recreation & Senior Center	68,400	910
Water Treatment North	1,936	26
Water Treatment South	2,083	13
Wastewater Treatment	2,255	26
HR Building	3,325	10

8.2 Cleaning Schedules will be created in collaboration between the Contractor and the City of Louisville for each facility. These cleaning schedules will be used as the guide for monitoring the hours of the cleaning staff.

9.0 CONTRACTOR PERFORMANCE INSPECTION REQUIREMENTS AND PERFORMANCE BASE GUIDELINE

9.1 Contractor shall provide "Service Performance Inspection" forms specifically tailored to each location. A quarterly performance evaluation will be conducted by the Owner through customer surveys. These surveys will be used to track performance and customer satisfaction. The quarterly performance survey will use the scores of outstanding (4), exceeds expectations (3), meets expectations (2) and does not meet expectations (1) to review the contractor's performance in a number of categories. If the average customer score is below 2.8 for a facility, a 5% deduction will be applied to the monthly fee until the survey service score is 2.8 or better.

9.2 Contractor shall develop and utilize a Computerized Maintenance Management System to schedule and track all project work. Monthly reports will be presented to the owner summarizing all work accomplished versus plan and manhours expended.

10.0 POWERS RESERVED TO CITY OF LOUISVILLE

10.1 City of Louisville management reserves the right to modify at any time the nature, method, scope, frequency or timing of the Contractor's obligations under this Agreement in whatever manner it determines to be reasonably necessary for the proper operation of City of Louisville. The Contractor shall fully comply with all such Agreement adjustments and shall use its best efforts to do so as promptly and as efficiently as possible.

10.2 City of Louisville Management may issue reasonable rules and regulations for the management of janitorial services, which may be amended from time to time.

10.3 The Contractor and employees shall be prohibited from distributing literature of any kind within City of Louisville or its grounds unless authorized to do so by City of Louisville.

10.4 City of Louisville retains the right to demand performance that is consistently satisfactory, and City of Louisville shall retain the exclusive right to determine whether performance is or is not satisfactory. In the event the Contractor's performance hereunder is deemed unsatisfactory, City of Louisville shall have the right to terminate this Agreement and all rights and obligations hereunder.

Room location & descripiton				Floor Specification		Area Specification								
Bldg	Room #	Room Desc.	SqFt	TILE	WOOD	MULTI	ENT	GEN	LNCH	OUT	RR/L	FX	FREQ	REMARKS
AC	100	Vestibule	100	100			100	100					VARIABLE	As per issued schedule
AC	101	Lobby/hall	267		267			267				2	VARIABLE	As per issued schedule
AC	102	E RR	42	42				42			42	2	VARIABLE	As per issued schedule
AC	103	W RR	44	44				44			42	2	VARIABLE	As per issued schedule
AC	104	Kitchen	140		140			140	140			1	VARIABLE	As per issued schedule
AC	105	Galllery	1250		1250	1250		1250					VARIABLE	As per issued schedule
AC	1EE	East Ext Ent	24					24		24			VARIABLE	As per issued schedule
AC	1EE	West Ext Ent	48					48		48			VARIABLE	As per issued schedule
													VARIABLE	As per issued schedule
			1915	186	1657	1250	100	1915	140	72	84	7		

Daily Schedule: The Contractor will be provided a monthly schedule of events at the Arts Center. Contractor will clean after each day the facility is scheduled f

Cleaning Schedule: A minimum cleaning of once per week will occur even if the Arts Center is not scheduled for daily use. Other cleaning will be performed as

Room location & descripiton				Floor Specification												
Bldg	Room #	Room Desc.	SqFt	CPT2	CPT3	TILE	ENT	GEN	LNCH	OFF	OUT	RR/L	WORK	FX	FREQ	REMARKS
PA	100	Lobby/Recept	255	240		15		255					255		5X	
PA	101	Office 1	166	166				166		166					3X	Mon, Wed, Fri
PA	102	Office 2	142		142			142		136					3X	Mon, Wed, Fri
PA	103	Lunch/Conf	173	173				173	173					1	5X	
PA	104	Office 3	104		104			104		104					3X	Mon, Wed, Fri
PA	105	Corridor	77	77				77							5X	
PA	106	Office 4	86		86			86		86					3X	Mon, Wed, Fri
PA	107	Restoom 1	40			40		40				40		2	5X	
PA	108	Restoom 2	25			25		25				25		2	5X	
PA	1EE	Entrance/Deck	48				48				96				5X	
			1116	656	332	80	48	1068	173	492	96	65	255	5		

City Hall
749 Main St.

Room location & descripiton				Floor Specification					Area Specification										
Bldg	Room #	Room Desc.	SqFt	CPT1	CPT2	CPT3	TILE	VCT1	ENT	GEN	LNCH	OFF	OUT	MULTI	RR/L	WORK	FX	FREQ	REMARKS
CH	101	E Vestibule	114				114		114	114								5X	
CH	102	Main lobby/corridor	540	540					540	540								5X	
CH	103	Info Desk																	
CH	104	Ramp	540	540					540	540								5X	
CH	105	N Vestibule	105		105					105						105		5X	
CH	106/8	N Lobby/corridor	60	60						60								5X	
CH	107/204	Central Stairs	35				35		35	35								5X	
CH	111	Women's RR	377	377						377								5X	
CH	112	Men's RR	104		104					104								5X	
CH	113	City Clerk copy	103				103			103					103		4	5X	
CH	114	Corridor finance	106				106			106					106		4	5X	
CH	115/205	Elevator	120		120					120						120		5X	
CH	117/203	East Stairs	105		105					105								5X	
CH	118	Finance	48		48				48	48								5X	
CH	119	Finance	298		298					298								5X	
CH	120	Finance	126			126				126		126						3X	Mon, Wed, Fri
CH	121	Finance Dir	138			138				138		138						3X	Mon, Wed, Fri
CH	122	Finance	105			105				105		105						3X	Mon, Wed, Fri
CH	124	Sales Tax	296			296				296		296						3X	Mon, Wed, Fri
CH	125	Dep City Clerk	120			120				120		120						3X	Mon, Wed, Fri
CH	126	City Clerk waiting	315			315				315		315						5X	
CH	127	City Clerk	102			102				102		102						3X	Mon, Wed, Fri
CH	130	IT	109		109					109								5X	
CH	131	Kitchen/corridor	172			172				172		172						5X	
CH	136	S Vestibule	668			668				668						668		3X	Mon, Wed, Fri
CH	137	Corridor	159					159		159	159						1	5X	
CH	140	Unisex Shower	28	28					28	28								5X	
CH	142	RR/N	163					163		163								5X	
CH	143	Office	89				89			89					89		1	5X	
CH	144	Planning Director Off	30				30			30					30		2	5X	
CH	145	Building Saftey Off	160			160				160		160						3X	Mon, Wed, Fri
CH	146	Building Saftey	140			140				140		140						5X	Mon, Wed, Fri
CH	147	Scan/Plot	133			133				133		133						5X	Mon, Wed, Fri
CH	148	BS/Planning admin	536			536				536		536						5X	
CH	150	Planning	130			130				130						130		5X	
CH	151	CASE Office	260			260				260				260				5X	
CH	153	AP/AR Dept	617			617				617						617		5X	
CH	155	Spruce Conf	159			159				159								3X	Mon, Wed, Fri
CH	201	Lobby	222		222	155				222				222				5X	
CH	205	Corridor	486		486					486				486				5X	
CH	206	Corridor	542		542					542								5X	
CH	207	Women's RR	240		240					240								5X	

City Hall																		
749 Main St.																		
CH	208	Men's RR	69				69			69							2	5X	
CH	210	Council Chambers	155				155			155					155		4	5X	
CH	212	Council storage	109				109			109					109		4	5X	
CH	215	Kitchen	1462		1462					1462				1462				5X	
CH	216	Risk Mrg office	116			116				116								5X	
CH	217	HR waiting/hall	99					99		99	99						1	5X	
CH	218	City Engineer Office	125			125				125		125						3X	Mon, Wed, Fri
CH	219	Deputy Dir Utilities office	147		147					147								5X	
CH	220	Dir of PW office	174			174				174		174						3X	Mon, Wed, Fri
CH	221	Engineer office	206			206				206				206				5X	
CH	222	Utilitites Admin	188			188				188		188						3X	Mon, Wed, Fri
CH	223	Communications Office	145			145				145						145		3X	Mon, Wed, Fri
CH	224	PW office	128			128				128		128						3X	Mon, Wed, Fri
CH	225	PW Admin	104		104					104						104		5X	
CH	226	PW work area	166			166				166		166						3X	Mon, Wed, Fri
CH	227	PW office	153			153				153		153						3X	Mon, Wed, Fri
CH	228	PW office	434			434				434		434						3X	Mon, Wed, Fri
CH	229	PW office	149			149				149		149						3X	Mon, Wed, Fri
CH	230	PW office	113			113				113		113						3X	Mon, Wed, Fri
CH	231/2	PW files	118			118				118		118						3X	Mon, Wed, Fri
CH	234	Communications Mgr of	140			140				140		140						3X	Mon, Wed, Fri
CH	235	City Mgr Admin	142			142				142		142						3X	Mon, Wed, Fri
CH	233	Asst City Engineer	80			80				80		80						3X	Mon, Wed, Fri
CH	236	PR	207		207					207		207						5X	
CH	237	City Mgr	246			246				246		246						3X	Mon, Wed, Fri
CH	238	Deputy City Mgr	176			176				176		176						3X	Mon, Wed, Fri
CH	239	Balcony Exterior	379		379					379		379						5X	
CH	1EE	East Exterior Ent	221			221				221		221						3X	Mon, Wed, Fri
CH	1EE	North Exterior Ent	282										282					3X	
CH	1EE	South Exterior Ent	48										48					5X	
			24										24					5X	
			24										24					5X	

City Services Shops
739 S 104th St.

Room location & descripiton				Floor Specification				Area S					
Bldg	Room #	Room Desc.	SqFt	CPT2	CPT3	CON1	TILE	MULTI	ENT	GEN	LNCH	OFF	OUT
CS	1EE	East Entry	100			100			100				100
CS	100	Vestibule	35			35			35	35			
CS	101	Admin	148			148				148		148	
CS	102	Conference	625	625				625		625			
CS	105	Documents	528			528				528			
CS	106	Office	120		120					120		120	
CS	107	Office	120		120					120		120	
CS	108	Office	120		120					120		120	
CS	117	Office	120		120					120		120	
CS	118	Office	120		120					120		120	
CS	119	Office	120		120					120		120	
CS	120	Office	120		120					120		120	
CS	121	Corridior	334			334				334			
CS	123	Break/training	1392			1392				1392	1392		
CS	124	laundry	48			48				48			
CS	125	janitor	42			42				42			
CS	126	Corridior	205			205				205			
CS	127	Wmn's locker	360			360				360			
CS	128	Wmn's shower	50				57			50			
CS	129	Men's RR	436			436				436			
CS	130	Men's locker	450			450				450			
CS	131	Men's shower	50				53			50			
CS	153	Open office	2310			2310				2310			
CS	1EE	West Patio	100			100							100
CS	140	Fleet office	228			228				228			

Golf Clubhouse and Maint Building
585 W Dillon Rd

Room location & descripiton				Floor Specification											
Bldg	Room #	Room Desc.	SqFt	CPT2	CPT3	TILE	ENT	GEN	LNCH	OFF	OUT	RR/L	WORK	FREQ	REMARKS
Clubhouse		F&B office	136		136			136		136				7x	
Clubhouse		Dining/entry	1182	1182				1182	1182					7x	
Clubhouse		Men's RR	164			164		164					164	7x	
Clubhouse		Women's RR	135			135		135					135	7x	
Clubhouse		Pro shop	650	650				650			650			7x	
Clubhouse		Pro office	194		194			194		194				7x	
Clubhouse		W ext entr.	535									535		7x	
Clubhouse		S ext entr/deck	100									100		7x	
Clubhouse		E ext entr/deck	100									100		7x	
Clubhouse		N ext entr.	100									100		7x	
Tee 15 RR		Men's RR	50										50	7x	
Tee 15 RR		Women's RR	50										50	7x	
Tee 15		Tee 15 entry	40				40					40		7x	
		TOTALS	3436	1832	330	299	0	2461	1182	330		835	299	7x	

742 W Dillon Rd														1x	
Maintenance		Hallway	110				110	110						1x	
Maintenance		office	117					117		117				1x	
Maintenance		restroom	54					54					54	1x	
Maintenance		breakroom	214					214	214					1x	
		TOTALS	495	0	0	0	110	495	214	117		0	54		

Public Library
951 Spruce St.

Room location & descripiton				Floor Specification							Area Specifiation										
Bldg	Room #	Room Desc.	SqFt	CPT1	CPT2	CPT3	CON1	CON2	RES	TILE	ENT	GEN	LNCH	OFF	MULTI	OUT	RR/L	WORK	FX	FREQ	REMARKS
LI	100	Vestibule	178	178							178	178								7X	
LI	101	Lobby	1690	705	985							1690						1690		7X	
LI	102	Circ desk	334	334								334						334		7X	
LI	103A	Book drop	16			16						16						16		3X	Mon, Wed, Fri
LI	103B	Book drop	208			208						208								5X	
LI	104	Div head	154			154						154		154						3X	Mon, Wed, Fri
LI	105	Div head	138			138						138		138						3X	Mon, Wed, Fri
LI	106	Workarea	240		240							240						240		5X	
LI	107	Ordering Aquis	564		564							564						564		5X	
LI	108	Book drop	65			65						65								5X	
LI	109	Tech svc storage	196			196						196								5X	
LI	110	Coats closet	24			24						24								1X	
LI	111	Sorting	310		310							310						310		5X	
LI	112	Courier staging	152		152							152						152		5X	
LI	114	Receiving	523						523			523								5X	
LI	115	Used Books	327						327			327								1X	
LI	119A	Corridor	165						165			165								3X	Mon, Wed, Fri
LI	119B	Corridor	180						180			180								3X	Mon, Wed, Fri
LI	120	Men's RR	242							242		242					242		6	7X	
LI	121	Women's RR	245							245		245					245		6	7X	
LI	122A	IT admin	66					66				66								1X	
LI	124	Janitor closet	36									36								7X	
LI	126	N Stair	144				144					144								1X	
LI	127	Meeting	987	987								987			987					7X	
LI	128	Gallery	1070	1070								1070								7X	
LI	129	Storage	107			107						107						107		1X	
LI	130	Youth Svcs staff	350			350						350						350	1	5X	
LI	131	Div head	98			98						98						98		3X	Mon, Wed, Fri
LI	132	Dept storage	91			91						91						91		1X	
LI	133	RR	68							68		68					68		2	7X	
LI	134	Kitchen	110						110			110	110						1	7X	
LI	135	Youth Svcs	4905		4905							4905			4905					7X	
LI	136	Story time	441	441								441			441					7X	
LI	137	Youth svcs desk	98		98							98								7X	
LI	1XX	Central Elevator	32	32								32								7X	
LI	1XX	Parking Elevator	32					32				32								7X	
LI	1EE	N Parking Stairs	192					192				192								1X	sweep, remove gum
LI	1EE	S Parking Stairs	144					144												1X	sweep, remove gum
LI	1EE	Main Entrance	100													100				7X	
LI	1EE	North Entrance	48													48				7X	
LI	200	Young adults	1078		1078							1078			1078					7X	
LI	201	Homework Ctr	404		404							404			404					7X	
LI	202	Assistant	212			212						212		212						3X	Mon, Wed, Fri
LI	203	Accts Payable	355			355						355		355						3X	Mon, Wed, Fri

Public Library
951 Spruce St.

LI	204	Director	276			276						276		276						3X	Mon, Wed, Fri
LI	205	Corridor	176			176						176		176						5X	
LI	206	Lunch	391						391			391	391						1	7X	
LI	207	Corridor	227			227						227								5X	
LI	208	Copy/mail	220			220						220								5X	
LI	209	Janitor closet	48									48								7X	
LI	210	RR	45							45		45					45			7X	
LI	211	RR	56							56		56					56			7X	
LI	212	Board Conf	440									440								7X	
LI	213	Corridor	293		293							293								5X	
LI	214	Main Stair	315							315		315								7X	
LI	215	Telecom	52			52						52								1X	
LI	216	Storage	96			96						96								1X	
LI	217	Staff work area	342		342							342								5X	
LI	218	Div head	99			99						99								3X	Mon, Wed, Fri
LI	219	Systems Coord	94			94						94								3X	Mon, Wed, Fri
LI	220	N Stair	216				216					216								1X	
LI	221	Stud;y	122			122						122			122					7X	
LI	222	Quiet Reading	458			458						458			458					7X	
LI	223	Stud;y	140			140						140			140					7X	
LI	224	Open	6511		6511							6511			6511					7X	
LI	225	Stud;y	190			190						190			190					7X	
LI	226	Reference desk	189		189							189						189		7X	
LI	227	Listening	132			132						132			132					7X	
LI	228	Project Room	350						350			350			350					7X	
		TOTALS	28597	3747	16071	4296	360	434	2046	971	178	28305	501	1311	15718	148	656	4141	17		

Book racks: On a quarterly basis damp wipe shelving and dust the tops of books

Memory Square Pool
801 Grant St

Room location & descripiton				Floor Specification	Area Specification						
Bldg	Room #	Room Desc.	SqFt	CON1	ENT	GEN	RR/L	WORK	FX	FREQ	REMARKS
MSP		Men's Locker	502	502		502	502		13	7X	
MSP		Women's Locker	502	502		502	502		13	7X	
MSP		Life Guard	144	144		144		144	1	7X	
MSP		Family Change	98	98		98	98		3	7X	
MSP		Staff Storage/Jan.	129	129		129				7X	
MSP		Lounge	450	450		450			2	7X	
MSP		Entrance	100	100	100					7X	
MSP			1925	1423	100	1323	600	144	19		

Pool Schedule: Open mid-May through the end of August. Special events may affect cleaning schedule.

Yearly deep cleaning (included in contract) - before opening in the spring, thoroughly clean the entire facility.

Historical Museum
1001 Main St

Room location & descripiton				Floor Specification								
Bldg	Room #	Room Desc.	SqFt	TILE	WOOD	ENT	GEN	OFF	OUT	RR/L	FX	FREQ	REMARKS
MU-JACOE		Front room	488		488	24	488		24			2x/wk	Tues & Sat
		Back room	240		240	24	240	64	24		1	2x/wk	Tues & Sat
		Restroom	20	20			20			20	2	2x/wk	Tues & Sat
		Storage	24		24		24					2x/wk	Tues & Sat
MU-TOMEO		Kitchen	208		208		208		24			2x/wk	Tues & Sat
		Diining	202		202		202					2x/wk	Tues & Sat
		Bedroom	147		147		147					2x/wk	Tues & Sat
MU-JORDINELLI		Exhibit room	256		256		256		24			2x/wk	Tues & Sat
			1097	20	1077	24	1097	64	72	20	3		

Yearly deep clean (included in contract) - Lift and dust under and around all display items not in a display case.

Police/Municipal
992 Via Appia Way

Room location & descripiton												Area Specification									
Bldg	Room #	Room Desc.	SqFt	CPT2	CPT3	CON1	CON2	CON3	TILE	VCT1	VCT2	MULTI	ENT	GEN	LNCH	OFF	OUT	RR/L	WORK	FX	FREQ	REMARKS
PC	101	Vestibule East	156						156				156	156							5X	
PC	102	E Lobby	704						704					704							5X	
PC	103	Conf	148		148							148		148							5X	
PC	104	Hall	651	104										651							6X	
PC	105	Coffee	107						107					107	107						6X	
PC	106	RR	50						50					50				50		2	6X	
PC	108	RR	61						61					61				61		2	6X	
PC	110	Chief	216		216									216		216					5X	
PC	111	Admin Cmdr	198		198									198		198					5X	
PC	112	Ops Cmdr	198		198									198		198					5X	
PC	113	CEO	212		212									212		212					5X	
PC	114	Briefing	358	358								358		358							6X	
PC	115	Lobby	384						384					384							6X	
PC	116	Vestibule West	134										134	134							6X	
PC	117	Booking	387								387			387							5X	
PC	117A	Booking Corr	64								64			64					64		5X	
PC	118	RR	43			43								43					43	2	5X	
PC	119	Intox	54			54								54							5X	
PC	120	Adult	73			73								73							5X	
PC	121	Adult	73			73								73							5X	
PC	122	Juv	73			73								73							5X	
PC	128	Evidence Prep	211							211				211					211		5X	
PC	129	Lab	125							125				125					125		5X	
PC	130	Evid Tech	143							143				143					143		3X	
PC	131	Patrol	454	394					60					454					454		6X	
PC	133	Status Offender	104							104				104					104		5X	
PC	134	Conf	104		104							104		104							5X	
PC	135	Hall	275	275										275							6X	
PC	136	Storage	207		104																	
PC	137	Janitor	12											12							5X	
PC	139	Men's RR	192						192					192					192	7	6X	
PC	140	Men's Locker	391	391										391					391		6X	
PC	141	Women's RR	204						204					204					204	7	6X	
PC	142	Women's RR	365	365										365					365		6X	
PC	143	Jan Storage	24											24							5X	
PC	146	Stairs	122				122							122							1X	
PC	147	Break	294							294				294	294						6X	
PC	148	SRO	330		330									330		330					5X	
PC	149	Serg Swing	153		153									153		153					5X	
PC	150	Serg Day	126		126									126		126					5X	
PC	151	Serg Night	135		135									135		135					5X	
PC	152	Investigations	518		518									518		518					5X	
PC	154	Conf	104		104							104		104							5X	
PC	155	Work	261	261										261					155		5X	
PC	156	Records	694	694										694					694		5X	
PC	157	Finger print	85		85									85					85		5X	
PC	161	Hall	260	260										260							5X	
PC	162	Clerk	183		183									183		183					5X	
PC	163	Docket	177		177									177		177					5X	

Police/Municipal
992 Via Appia Way

PC	164	RR	69						69					69			69				5X	
PC	165	Prosec Conf	158		158									158		158					1X/mo	see note below
PC	166	Judge	131		131									131		131					1X/mo	see note below
PC	170	Court Vestibule	95		95									95							1X/mo	see note below
PC	171	Court	1287		1287							1287		1287							1X/mo	see note below
PC	172	Court Storage	32		32									32							1X/mo	see note below
PC	173	Court Conf	133		133							133		133							1X/mo	see note below
PC	174	E Stairway	156				156							156							3X	Mon, Wed, Fri
PC	175	Hall	64						64					64							5X	
PC	176	Women's RR	228						228					228				228		5	5X	
PC	177	Jan Storage	19											19							5X	
PC	178	Men's RR	152						152					152				152		5	5X	
PC	1XX	Elevator	24						24					24							5X	
PC	B02	Training	978		978							978		978							3X	
PC	B02A	Training hall	156				156							156							3X	
PC	1EE	East Entrance	48														80				5X	
PC	1EE	West Entrance	48														80				5x	
PC	127	Basement Multipurpose	300	300																	2x	
PC	119	Basement Mens Locker	168						168												3x	
PC	116	Basement Womens Locker	66						66												3x	
PC	117	Basement Womens RR	104						104												3x	
PC	118	Basement Mens RR	90						90												3x	
PC	101	Basement Hallway	840				840														2x	Includes Training Mats
PC																						
PC																						
			15943	3402	5805	316	1274	0	2883	877	451	3112	290	14072	401	2735	229	491	3230	30		

Court Rooms 165-173 will be cleaned after each day the court is in session, which is normally 2nd Tuesday of each month . Monthly schedule available from the Court Clerk.

Recreation Center
900 Via Appia Way

Room location & descripiton				Floor Specification											Area Specification													
Bldg	Room #	Room Desc.	SqFt	CPT1	CPT2	CPT3	WOOD	CON1	CON2	RES	SF1	TRK	TURF	WM	TILE	MULTI	ENT	EXER	GEN	LNCH	LCKR	OFF	OUT	RR/L	STEAM	WORK	FX	FREQ	POLICE	REMARKS
RSC	100	Vestibule	338											338			338		338				100					7X	X	
RSC	101	Reception Lobby	1652	120											1532				1652								288		7X	X	
RSC	102	Senior Lounge	401	401												401			401										7X	X	
RSC	103	Youth Lounge	2303												2303	2303			2303										7X	X	
RSC	104	Men's RR	151												151				151					151				6	7X	X	
RSC	105	Women's RR	166												166				166					166				6	7X	X	
RSC	106	Kitchen	420												420				420	420									7X		
RSC	107	Senior Entry	534	534												534			534										7X	X	
RSC	108	Senior Lounge	392	392												392			392										7X	X	
RSC	110	Brooks Multipurpose	1480							1480						1480			1480									1	7X		
RSC	111	Crown Multipurpose	1496							1496						1496			1496									1	7X		
RSC	112	Storage Brooks/Crown	183						183										183										7X		
RSC	113	Corridor	102	102															102									2	7X		
RSC	114	Corridor	175	175															175										7X		
RSC	115	Games	778		778											778			778										7X		
RSC	116	Games storage	17		17														17										7X		
RSC	117	Assessment N	168			168													168								168		7X		
RSC	118	Assessment S	181			181													181								181		7X		
RSC	121	Imperial Multipurpose	517							517						517			517										7X		
RSC	122	Garibaldi Multipurpose	558		558											558			558										7X		
RSC	123	Senior Workroom	281		281														281								281		7X		
RSC	123A	Office	118			118													118			118							5X		
RSC	123B	Office	118			118													118			118							5X		
RSC	123C	Office	118			118													118			118							5X		
RSC	123D	Office	109			109													109			109							5X		
RSC	126	Loan	119			119													119			119							5X		
RSC	127	Lounge near stairs	811	811												811			811										7X		
RSC	128	Circulation E of Reception	595							595									595										7X		
RSC	129	Circulation E of Reception	1400							1400									1400										7X		
RSC	130	Admin Office common	875	875															875								875		7X		
RSC	130A	Office	155			155													155			155							5X		
RSC	130B	Office	152			152													152			152							5X		
RSC	130C	Office	143			143													143			143							5X		
RSC	130D	Office	143			143													143			143							5X		
RSC	130F	Office	143			143													143			143							5X		
RSC	130G	Office	148			148													148			148							5X		
RSC	130H	Office	129			129													129			129							5X		
RSC	131	Conference	282		282											282			282										5X	X	
RSC	132	Break	266							266									266	282								1	7X	X	
RSC	133	Gym	9290				9290											9290	9290									2	7X		
RSC	138	Racquetball N	817				817											817	817										7X		
RSC	139	Racquetball S	820				820											820	820										7X		
RSC	140	Women's Locker	1012												1012				1012										7X	X	
RSC	141	Men's Locker	959												959				959										7X	X	
RSC	145	Sauna	79												79				79						79				7X		
RSC	146	Steam	81												81				81						81				7X		
RSC	147	Women's RR	154					154											154									5	7X	X	
RSC	148	Men's RR	124					124											124									5	7X		
RSC	150	Indoor Playground	523	523														523	523										7X		
RSC	151	Child Watch	665	665												665			665										7X		
RSC	153	Youth Check In	165	165														165	165										7X		
RSC	155	RR	44												44				44					44				2	7X	X	
RSC	157	Lactation	60							60									60					60				1	7X	X	
RSC	159	Youth 2	739							739						739			739									2	7X		
RSC	161	Vestibule	71												71				71										7X		
RSC	162	Women's RR	38												38				38					38				2	7X	X	
RSC	163	Men's RR	38												38				38					38				2	7X	X	
RSC	164	Youth 1	735							735						735			735									2	7X		
RSC	166	Youth office	166			166													166			166							5X		
RSC	170	Exit Corridor	298						298										298										7X		
RSC	172	Familly Change	660												660				660					660				21	7X	X	
RSC	173	Guard Office	96							96									96			96							7X		
RSC	174	Lifeguard Locker	251							251									251					251				1	7X		
RSC	175	Pool Party	382							382						382			382									1	7X		

Recreation Center
900 Via Appia Way

RSC	176	Pool Party	362							362						362			362								1	7X		
RSC	180	Pool Office	110							110									110			110						7X		
RSC	181	Circulation	100							100									100									7X		
RSC	184	Pool Break	349							349									349	349								7X	X	
RSC	187	Men's RR	146												146				146					146			5	7X	X	
RSC	188	Women's RR	147												147				147					147			5	7X	X	
RSC	190	Pool Office	110							110									110			110						7X		
RSC	193	Circulation	884							884									884									7X		
RSC	197	Turf Gym	7344								1584		5670					7344	7344									7X		
RSC	198	Laundry	121						121										121									7X		
RSC	201	Cardio	2685							2685								2685	2685									7X		
RSC	202	Active Plyo	910							910								910	910									7X		
RSC	203	Circuit Machines	2040							2040								2040	2040									7X		
RSC	204	Free Weights	1681							1681								1681	1681									7X		
RSC	205	Group X1	1508				1508											1508	1508									7X		
RSC	207	Fitness Coord.	121							121									121			121						7X		
RSC	208	Circulation	3110							3110									3110									7X		
RSC	210	Men's RR	292												292				292					292			6	7X	X	
RSC	211	Women's RR	295												295				295					295			6	7X	X	
RSC	213	Cardio	78							78								78	78									7X		
RSC	214	Circulation	1088							1088									1088									7X		
RSC	215	Group X2	1094				1094											1094	1094									7X		
RSC	218	Cardio	122							122								122	122									7X		
RSC	219	Core/Strength	732							732								732	732									7X		
RSC	220	Circulation	226							226									226									7X		
RSC	221	Cycling Studio	1167							1167								1167	1167									7X		
RSC	222	Track	4177									4177							4177									7X		
RSC	223	Cardio	121							121								121	121									7X		
RSC	ST-1	NE Stairs/landing	258							258									258									7X	X	
RSC	ST-2	SE Stairs/landing	300							300									300									7X	X	
RSC	ST-3	NW Stairs/landing	210							210									210									7X	X	
RSC	ST-4	SW Stairs	128							128									128									7X	X	
			68400	4763	1916	2110	13529	278	602	10828	15665	4177	5670	338	8434	12435	338	11615	37305	1051	0	1967	100	1408	160	1793	64			

Special events: The contrator will ajust cleaning crew schedule to not interfer with events and will perform extra cleaning and setup at no extra cost.

Trash pickup: Daily waste removal, change of liners and cleaning as necessary of waste containers in pool area, exterior patio areas and entrances

Maintenance week (late summer) cleaning: During maintenance week Contractor will perform heavy cleaning of entire facility and clean up after maintenance work as necessary.

Day Porter, seven days per week, six (6) hours per day M-F and four (4) hours per day S & S
Hours of service: Monday - Friday, 0900 - 1530 (includes non-paid lunch break); Saturday & Sunday, 0900 - 1300
Day Porter will police all areas with emphasis on restrooms, locker rooms, kitchen and lobby. Day Porter will also assist with setup and take down of table and chairs and perform other duties as requested by the Rec Center staff.

Provide 7AM policing Monday - Friday of the women's locker room for the months of November, December and January. Day Porter will adjust hours to 0700 - 1330 for this period.

Storage Rooms: All storage rooms will be cleaned upon written request

North Water Treatment Plant
1955 N Washington Ave

Room location & descripiton				Floor Specification											
Bldg	Room #	Room Desc.	SqFt	CPT2	VCT1	ENT	GEN	LNCH	OFF	OUT	RR/L	WORK	FX	FREQ	REMARKS
WTN		Office	245	245		24	245		245	24				3X	Tu, Th, Sa
WTN		Restroom	33		33		33				33		2	6X	Su,M,Tu,W,Th,Sa
WTN		Breakroom	273		273		273	273					1	6X	Su,M,Tu,W,Th,Sa
WTN		Reception	433	343	90		433					433		6X	Su,M,Tu,W,Th,Sa
WTN		Entry Corridor	79		83		79							6X	Su,M,Tu,W,Th,Sa
WTN		Lab	538		538									6X	Su,M,Tu,W,Th,Sa
WTN		RR	27		27		27		27				2	1x/wk	Saturday
WTN		Entry	152		152	24	152			24				1x/wk	Saturday
WTN		Meeting	156		156		156							1x/wk	Saturday
		Totals	1936	588	1352	48	1398	273	272	48	33	433	5		

WTN		Pretreatment Office	180		180									3X	Tu,Th,Sa
WTN		Pretreatment RR	24		24									3X	Tu,Th,Sa

South Water Treatment Plant
7000 Marshall Rd

Room location & descripiton				Floor Specification											
Bldg	Room #	Room Desc.	SqFt	TILE	VCT2	ENT	GEN	LNCH	OFF	OUT	RR/L	WORK	FX	FREQ	REMARKS
WTS	1xx	Women's RR	84	84			84				84		3	1x/wk	Saturday
WTS		Men's RR	84	84			84				84		3	1x/wk	Saturday
WTS		Corridor	172		172	24	172							1x/wk	Saturday
WTS		Personnel	202		202		202	202		24			1	1x/wk	Saturday
WTS		Storage	180		180		180							1x/wk	Saturday
WTS		Lab	524		524		524							1x/wk	Saturday
WTS		Corridor	261		261		261							1x/wk	Saturday
WTS		Control	576		576		576					576		1x/wk	Saturday
			2083	168	1915	24	2083	202	0	24	168	576	7		

Waste Water Plant
1555 Empire Rd

Room location & descripiton																	
Site	Bldg	Room #	Room Desc.	SqFt	CPT2	TILE	RES	VCT2	ENT	GEN	LNCH	OFF	OUT	RR/L	WORK	FX	FREQ	REMARKS
WW	Admin	100	Locker Room	88			88			88				88		1	3x/wk	M, W, F
WW	Admin	101	Restroom North	42			42			42				42		2	3x/wk	M, W, F
WW	Admin	102	Restroom South	44			44			44				44		2	3x/wk	M, W, F
WW	Admin	103	Hall	102			102		24	102			24				3x/wk	M, W, F
WW	Admin	104	Entry/Reception	198			198		24	198			24		198		3x/wk	M, W, F
WW	Admin	105	Conf/Break	186			186			186	194					1	3x/wk	M, W, F
WW	Admin	106	Office	132	132					132		132					3x/wk	M, W, F
WW	Admin	107	Hall	13	13					13							3x/wk	M, W, F
WW	Admin	108	Copy	48	48					48							3x/wk	M, W, F
WW	Admin	109	Office	94	94					94		94					3x/wk	M, W, F
WW	Lab	101	East Hall	111				111		111							3x/wk	M, W, F
WW	Lab	102	Lab	247				247		247					247	1	3x/wk	M, W, F
WW	Lab	103/4	Jan/Equipment	74				74		74						1	3x/wk	M, W, F
WW	Lab	105	Restroom	30		30				30						2	3x/wk	M, W, F
WW	Lab	106	Office	120				120		120		120					3x/wk	M, W, F
WW	Lab	107	Files & Copy	123				123		123					123		3x/wk	M, W, F
WW	Lab	108	Hall	114				114		114							3x/wk	M, W, F
WW	Lab	108A	S Entry	31				31	24	31			24				3x/wk	M, W, F
WW	Lab	108B	N Entry	31				31	24	31			24				3x/wk	M, W, F
WW	Lab	109	Office	243				243		243		243					3x/wk	M, W, F
WW	Maint	105	Enttry	148				148	24	148			24				3x/wk	M, W, F
WW	Maint	106	Toilet	36		36				36				36		2	3x/wk	M, W, F
			Totals	2255	287	66	660	1242	120	2255	194	589	120	210	568	12		

HR Building
Hwy 42 Ste 100

Room location & descripiton				Floor Specification												
Bldg	Room #	Room Desc.	SqFt	CPT2	CPT3	TILE	ENT	GEN	LNCH	OFF	OUT	RR/L	WORK	FX	FREQ	REMARKS
HR		Office 1	100	100											2X	Tues,Fri
HR		Office 2	100	100											2X	Tues,Fri
HR		Office 3	140	140											2X	Tues,Fri
HR		Office 4	140	140											2X	Tues,Fri
HR		Office 4	140	140											2X	Tues,Fri
HR		Office 5	130	130											2X	Tues,Fri
HR		Office 6	130	130											2X	Tues,Fri
HR		Office 7	110	110											2X	Tues,Fri
HR		Office 8	120	120											2X	Tues,Fri
HR		Office 9	150	150											2X	Tues,Fri
HR		File/Copy Room	190	190												
HR		Lobby/Reception	180	180											2X	Tues,Fri
HR		Kitchen	190			190									2X	Tues,Fri
HR		Conf Rm	180	180											2X	Tues,Fri
HR		Corridor/Hallway	445	445											2X	Tues,Fri
			1450	2255	0	190	0	0	0	0	0	0	0	0		

AREA SPECIFICATION: ENTRANCES/LOBBY/ELEVATORS **ABBREVIATION:** ENT

CLEANING TASK	CLEANING FREQUENCY								
	Police	Daily	3x week	Weekly	1 month	3 month	6 month	1 year	Remarks
Clean counters, cabinets & furniture	X	X							
Vacuum entrance/walkoff carpet & mats	X	X							
Empty trash/recycle containers, pick up debris around building entry		X							
Spot clean all entrance glass		X							
Clean all glass doors				X					
Spot clean chairs and sofas.				X					
Clean and polish all bright work.				X					
Clean all vertical cabinet surfaces				X					
Clean under walkoff carpet and mats				X					
Clean all glass doors & windows, interior & exterior*					X				
Remove and clean entrance inserts and subfloor						X			
Extract walk off mats						X			

*Applies to surfaces below 84"

AREA SPECIFICATION: EXERCISE AREAS **ABBREVIATION:** EXER

CLEANING TASK	CLEANING FREQUENCY								
	Police	Daily	3x week	Weekly	1 month	3 month	6 month	1 year	Remarks
Change out equipment cleaning cloths^	X	X							
Restock equipment spray disinfectant		X							
Wipe down all equipment w/approved cleaner		X							
Dust window sills and low ledges		X							
Spot clean exercise mats		X							
Remove and clean all black marks, spit and chalk from walls		X							
Clean glass *		X							
Clean cubbies		X							
Damp wipe/scrub all exercise mats w/approved cleaner				X					
Vacuum cirulation fans				X					
Clean glass basketball backboards				X					
Dust backboard frames and scoreboard tops				X					
Damp wipe wall mats				X					
Clean cobwebs in rafter over track				X					
Sweep and damp wipe bleachers				X					
Dust video monitors (TV's)				X					
Hi									

^ Day Porter - Change cloths at the beginning and end of each shift. Wash and fold cleaning cloths
*In racquetball courts clean glass to a height of 96"

AREA SPECIFICATION: GENERAL - BASE CLEANING SPECIFICATION **ABBREVIATION:** GEN

APPLIES TO ALL AREAS, MAY BE UPGRADED IN ANOTHER PART OF THIS SPECIFICATION

CLEANING TASK	CLEANING FREQUENCY								
	Police	Daily	3x week	Weekly	1 month	3 month	6 month	1 year	Remarks
Remove trash. Replace liners and clean container if soiled.	X	X							
Spot clean exterior trash can and lid	X	X							
Clean, sanitize & polish drinking fountains	X	X							
Spot clean walls, doors, glass, mirrors, bright work & switches of fingerprints, smudges and heel marks.	X	X							
Remove adhesive and tape from all surfaces		X							
Dust/Damp wipe counters, ledges & tables		X							
Spot clean furniture, cabinets		X							
Vacuum entrance/walkoff carpet & mats	X	X							
Clean under walkoff carpet and mats				X					
Fill floor drains with scented solution.				X					
Empty recycle bins from central collection to outside collectors				X					
Dust all low surfaces (less than 80")				X					
Dust all high sufaces (greater than 80")					X				
Clean all interior/partion glass(including display cases, pictures, doors).					X				
Clean and polish all bright work.					X				
Vacuum fabric furniture						X			
Spot clean vinyl furniture						X			
Clean plastic chair mats						X			
Extract walk off mats						X			
Vacuum and clean air diffusers and grills.						X			
Clean by extraction all fabric upholstered furniture at Recreation Center						X			
Vaccum/dust all high surfaces below corrugated ceiling deck at Library								X	
Vaccum/dust all high surfaces below corrugated ceiling deck at Recreation Center, excluding pool								X	
Clean by extraction all fabric upholstered furniture								X	

AREA SPECIFICATION: LOCKER AND SHOWER AREAS **ABBREVIATION:** LOCK

CLEANING TASK	CLEANING FREQUENCY								
	Police	Daily	3x week	Weekly	1 month	3 month	6 month	1 year	Remarks
Clean all interior/partion glass & mirrors.		X							
Clean all cabinet & counter surfaces.	X	X							
Clean and polish all bright work.		X							
Replenish all supplies.	X	X							
Clean, sanitize & polish all surfaces of sinks, toilets & urinals.	X	X							
Damp wipe & sanitize walls and partitions next to fixtures		X							
Clean floors and matting w/ approved method		X							
Scrub shower walls and floors. Alternate each day with de-scaler and de-greaser. Use soft brush, no high pressure allowed		X							
Damp wipe benches and lockers.		X							
Dust tops of lockers		X							
Replace torn or mildewed shower curtains (City to provide)		X							
Remove graffitti				X					
Clean inside of lockers				X					
Wash/sanitize all walls, partitions & doors.					X				
Dust all vents and lighting diffusers. Damp wipe acrylic.					X				

AREA SPECIFICATION: LUNCH, BREAK AND KITCHEN AREAS **ABBREVIATION:** LNCH

CLEANING TASK	CLEANING FREQUENCY								
	Police	Daily	3x week	Weekly	1 month	3 month	6 month	1 year	Remarks
Pick up debris from floor & tables	X	X							
Clean & sanitize all tables, counters and sinks.	X	X							
Spot clean lunchroom chairs of spills and debris	X	X							
Spot clean exterior of cabinets, appliances		X							
Replenish all supplies.	X	X							
Clean all cabinet & exterior appliance surfaces.					X				

AREA SPECIFICATION: MULTI USE AREAS **ABBREVIATION:** MULTI

CLEANING TASK	CLEANING FREQUENCY								
	Police	Daily	3x week	Weekly	1 month	3 month	6 month	1 year	Remarks
Clean all cleared desk and/or table tops.		X							
Clean all tables, counters and sinks.		X							
Clean all erased marlite boards & trays w/approved cleaner		X							
Return all furniture to normal position		X							
Wipe down vertical surfaces of furniture and cabinets					X				

Multi use rooms may be scheduled for use during normal cleaning times. The Contractor will adjust the cleaning crew schedule as necessary to not interfer with events and accomplish cleaning before the next scheduled day of business.

AREA SPECIFICATION: OFFICE AREAS **ABBREVIATION:** OFF

CLEANING TASK	CLEANING FREQUENCY							
	Police	Daily	3x week	Weekly	1 month	3 month	6 month	1 year
Clean all cleared desk, counters and table tops.				X				
Clean all dry erase boards and trays w/approved cleaner.				X				
Wipe down vertical surfaces of furniture and cabinets							X	

AREA SPECIFICATION: **OUTSIDE**: STAIRS, ENTRANCES, LOADING DOCKS, WALKS, COURTYARD & PICNIC AREAS

ABBREVIATION: OUT

CLEANING TASK	CLEANING FREQUENCY								
	Police	Daily	3x week	Weekly	1 month	3 month	6 month	1 year	Remarks
Empty trash containers		X							
Pick up debris		X							
Sweep concrete		X							
Clean mats		X							
Clean under walkoff carpet and mats				X					
Extract walk off mats						X			

*Trash pickup (including containers) shall extend to a radius of 20 ft from the exterior entrance of building or the nearest curb, which ever is less.

AREA SPECIFICATION: RESTROOMS **ABBREVIATION:** RR

CLEANING TASK	CLEANING FREQUENCY									
	Police	As Needed	Daily	3x week	Weekly	1 month	3 month	6 month	1 year	Remarks
Clean all interior/partion glass & mirrors.			X							
Clean all cabinet & counter surfaces.	X		X							
Clean and polish all bright work.			X							
Replenish all supplies.	X		X							
Clean, sanitize & polish all surfaces of sinks, toilets & urinals.	X		X							
Damp wipe & sanitize walls and partitions next to fixtures			X							
Sweep, damp mop & sanitize floor.	X		X							
Spray showers with lime/soap cleaner. Damp wipe		X								
Damp wipe benches. Spot clean lockers.					X					
Scrub shower stalls		X			X					
Fill floor drains with scented solution.					X					
Dust tops of lockers					X					
Remove graffitti					X					
Wash/sanitize all walls, partitions & doors.									X	

AREA SPECIFICATION: STEAM AND SAUNAS **ABBREVIATION:** STEAM

CLEANING TASK	CLEANING FREQUENCY								
	Police	Daily	3x week	Weekly	1 month	3 month	6 month	1 year	Remarks
Wet mop floors		X							
Clean glass		X							
Steam - Sanitize walls w/approved cleaner		X							
Steam - Alternate de-scale and de-grease		X							
Sauna - clean w/approved cleaner		X							
Sauna - scrub benches and walls w/soft brush and TSP			X						

AREA SPECIFICATION: WORK AREAS **ABBREVIATION:** WORK

CLEANING TASK	CLEANING FREQUENCY							
	Police	Daily	3x week	Weekly	1 month	3 month	6 month	1 year
Clean all cleared desk, counters and table tops.		X						
Clean all dry erase boards and trays w/approved cleaner.				X				
Wipe down vertical surfaces of furniture and cabinets					X			

FLOOR CARE SPECIFICATION: CARPET/High Traffic **ABBREVIATION:** CPT1

CLEANING TASK	CLEANING FREQUENCY							
	Police	Daily	3x week	Weekly	4x/year	2x/year	1x/year	Remarks
Pick up debris.	X	X						
Vacuum	X	X						
Spot clean spills using factory approved method	X	X						
Vacuum walk off mats.		X						
Detail vacuum edges, corners, under furniture.				X				
Deep clean using an approved extraction method.					X			

YEARLY CLEANING SCHEDULE

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
		X			X			*X			X

*September carpet cleaning at Recreation Center to be performed during maintenance week

FLOOR CARE SPECIFICATION: CARPET/Medium Traffic **ABBREVIATION:** CPT2

CLEANING TASK	CLEANING FREQUENCY							
	Police	Daily	3x week	Weekly	4x/year	2x/year	1x/year	Remarks
Pick up debris.	X	X						
Vacuum		X						
Vacuum walk off mats.		X						
Spot clean spills using factory approved method		X						
Detail vacuum edges, corners, under furniture				X				
Deep clean using an approved extraction method.						X		

YEARLY CLEANING SCHEDULE

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
					X						*X

FLOOR CARE SPECIFICATION: CARPET/ Low Traffic **ABBREVIATION:** CPT3

CLEANING TASK	CLEANING FREQUENCY							
	Police	Daily	3x week	Weekly	4x/year	2x/year	1x/year	Remarks
Pick up debris	X	X						
Vacuum			X					
Vacuum walk off mats.			X					
Spot clean spills using factory approved method			X					
Detail vacuum edges, corners, under furniture				X				
Deep clean using an approved extraction method.							X	

YEARLY CLEANING SCHEDULE

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
					X						

FLOOR CARE SPECIFICATION: CONCRETE/High traffic **ABBREVIATION:** CON1

CLEANING TASK	CLEANING FREQUENCY								
	Police	Daily	3x week	Weekly	1 month	3 month	6 month	1 year	Remarks
Pick up debris.	X	X							
Damp mop spills/stains		X							
Sweep/dust mop.		X							
Auto scrub/damp mop		X							
Damp wipe baseboards				X					
Reseal Floor with approved sealer								X	

FLOOR CARE SPECIFICATION: CONCRETE/Medium traffic **ABBREVIATION:** CON2

CLEANING TASK	CLEANING FREQUENCY								
	Police	Daily	3x week	Weekly	1 month	3 month	6 month	1 year	Remarks
Pick up debris.				X					
Damp mop spills/stains				X					
Sweep/dust mop.				X					
Auto scrub/damp mop					X				

FLOOR CARE SPECIFICATION: CONCRETE/Low traffic **ABBREVIATION:** CON3

CLEANING TASK	CLEANING FREQUENCY								
	Police	Daily	3x week	Weekly	1 month	3 month	6 month	1 year	Remarks
Pick up debris.					X				
Damp mop spills/stains					X				
Sweep/dust mop.					X				
Auto scrub/damp mop							X*		

*Includes exercise mats in Police Dept basement

FLOOR CARE SPECIFICATION: RESILIENT/All areas **ABBREVIATION:** RES

CLEANING TASK	CLEANING FREQUENCY								
	Police	Daily	3x week	Weekly	1 month	3 month	6 month	1 year	Remarks
Pick up debris.	X	X							
Spot clean spills & stains.	X	X							
Sweep/dust mop.		X							
Damp mop or auto scrub.		X							
Damp wipe baseboards				X					
Restore factory finish with approved product		X						X	

Cleaners and finishes used on resilient floors must be approved for the specific flooring type

FLOOR CARE SPECIFICATION: RUBBER/All areas **ABBREVIATION:** RUB

CLEANING TASK	CLEANING FREQUENCY								
	Police	Daily	3x week	Weekly	1 month	3 month	6 month	1 year	Remarks
Pick up debris.	X	X							
Spot clean spills & stains.	X	X							
Sweep/dust mop.		X							
Damp mop/auto scrub.		X							
Damp wipe baseboards.				X					
Restore factory finish with approved product								X	

Cleaners and finishes used on rubber floors must be approved for the specific flooring type

FLOOR CARE SPECIFICATION: SPORT/Squares **ABBREVIATION:** SFL1

CLEANING TASK	CLEANING FREQUENCY								
	Police	Daily	3x week	Weekly	1 month	3 month	6 month	1 year	Remarks
Pick up debris.		X							
Spot clean spills & stains.		X							
Vacuum		X							
Damp mop w/approved cleaner				X					
Detail edges and damp wipe baseboards.				X					
Restoration Clean using approved method								X	

Do not apply excessive water to sport floors

FLOOR CARE SPECIFICATION: SPORT/Sheet **ABBREVIATION:** SFL2

CLEANING TASK	CLEANING FREQUENCY								
	Police	Daily	3x week	Weekly	1 month	3 month	6 month	1 year	Remarks
Pick up debris.		X							
Spot clean spills & stains.		X							
Vacuum		X							
Damp mop w/approved cleaner		X							
Detail edges and damp wipe baseboards.				X					
Restoration Clean using approved method								X	

Do not apply excessive water to sport floors

FLOOR CARE SPECIFICATION: TILE/Granite, Porcelain, Ceramic **ABBREVIATION:** TILE

CLEANING TASK	CLEANING FREQUENCY								
	Police	Daily	3x week	Weekly	1 month	3 month	6 month	1 year	Remarks
Pick up debris.	X	X							
Spot clean spills & stains.	X	X							
Sweep/dust mop.		X							
Damp mop/Autoscrub		X							
Damp wipe baseboards.				X					
Restoration clean using approved method								X	

NEUTRAL DETERGENT solution must be kept clean to avoid streaks

FLOOR CARE SPECIFICATION: Track **ABBREVIATION:** TRK

CLEANING TASK	CLEANING FREQUENCY								
	Police	Daily	3x week	Weekly	1 month	3 month	6 month	1 year	Remarks
Pick up debris.	X	X							
Spot clean spills & stains*	X	X							
Sweep/dust w/clean,untreated cotton mop*		X							
Damp mop w/clean water		X							
Clean using Pulastic Mat Cleaner & rotary brush or auto scrubber*				X					
Damp wipe baseboards.				X					

*Rec Center Track is to be cleaned using approved methods as specified at http://www.robbinsfloor.com/maintenance.html#pulastic.

FLOOR CARE SPECIFICATION: Turf **ABBREVIATION:** TURF

CLEANING TASK	CLEANING FREQUENCY								
	Police	Daily	3x week	Weekly	1 month	3 month	6 month	1 year	Remarks
Pick up debris.		X							
Spot clean spills & stains.		X							

Do not apply excessive water to sport floors

FLOOR CARE SPECIFICATION: VCT/high traffic ABBREVIATION: VCT1

CLEANING TASK	CLEANING FREQUENCY								
	Police	Daily	3x week	Weekly	1 month	3 month	6 month	1 year	Remarks
Pick up debris.	X	X							
Spot clean spills & stains.	X	X							
Sweep/dust mop.		X							
Damp mop or auto scrub.		X							
Spray buff, damp wipe baseboards.				X					
Scrub with abrasive pad & recoat to achieve a clean & high luster finish, wipe baseboards.					X				
Strip and refinish. Dampwipe baseboards								X	

FLOOR CARE SPECIFICATION: VCT/medium traffic ABBREVIATION: VCT2

CLEANING TASK	CLEANING FREQUENCY								
	Police	Daily	3x week	Weekly	1 month	3 month	6 month	1 year	Remarks
Pick up debris.		X							
Spot clean spills & stains.			X						
Sweep/dust mop.			X						
Damp mop or auto scrub.			X						
Spray buff, damp wipe baseboards.					X				
Scrub with abrasive pad & recoat to achieve a clean & high luster finish, wipe baseboards.								X	
Strip and refinish. Dampwipe baseboards									As Necessary

FLOOR CARE SPECIFICATION: Walk off Mats **ABBREVIATION:** WM

CLEANING TASK	CLEANING FREQUENCY					
	Police	Daily	3x week	Weekly	Monthly	Remarks
Pick up debris.	X	X				
Vacuum	X	X				
Spot clean spills using factory approved method	X	X				
Vacuum walk off mats.		X				
Clean under mats and mat well if applicable				X		
Deep clean using an approved extraction method.					X	

FLOOR CARE SPECIFICATION: Wood **ABBREVIATION:** WOOD

CLEANING TASK	CLEANING FREQUENCY								
	Police	Daily	3x week	Weekly	1 month	3 month	6 month	1 year	Remarks
Pick up debris.		X							
Spot clean spills & stains.		X							
Sweep/dust mop.		X							
Damp mop or auto scrub w/approved cleaner		X							
Detail edges and damp wipe baseboards.				X					

Do not apply excessive water to wood floors

City of Louisville
COLORADO • SINCE 1878

CITY COUNCIL COMMUNICATION
AGENDA ITEM 5F

SUBJECT: **APPROVAL OF AGREEMENT WITH CENTURYLINK COMMUNICATIONS, LLC d/b/a LUMEN TECHNOLOGIES GROUP TO PROVIDE INTERNET SERVICE TO THE CITY OF LOUISVILLE**

DATE: **SEPTEMBER 17, 2024**

PRESENTED BY: **PAULINA BENNETT, INFORMATION TECHNOLOGY DIRECTOR**

SUMMARY:
On August 15, 2023 Council approved adding a new Zayo internet connection and increasing the internet speed at City Hall from 500 Mbps to 1 Gbps. However, when Zayo began the work, they determined they could not increase the speed due to construction issues. While Zayo successfully added the new secondary connection at City Services, faster internet for City Hall is still needed. Lumen has confirmed they can provide the needed 1 Gbps connection.

FISCAL IMPACT:
There is a one-time $6,000.00 construction charge and a monthly recurring payment for service for $800.00

The current service with Zayo is $1,000.00 per month

There will be roughly 1-2 months of overlap between services while Lumen completes the installation of the new service.

The contract is a 5-year contract and will save roughly $5,000.00 over the life of the contract.

RECOMMENDATION:
Staff recommends approval of the Lumen Internet Agreement.

ATTACHMENT(S):
1. Addendum – City of Louisville
2. State of Colorado Contract 2022-2025

STRATEGIC PLAN IMPACT:

☐	**Financial Stewardship & Asset Management**	☒	**Reliable Core Services**
☐	**Vibrant Economic Climate**	☐	**Quality Programs & Amenities**

☐	**Engaged Community**	☐	**Healthy Workforce**
☒	**Supportive Technology**	☐	**Collaborative Regional Partner**

PARTICIPATING ADDENDUM
FOR
STATE OF COLORADO GOVERNOR'S OFFICE OF INFORMATION TECHNOLOGY CONTRACT
WITH CENTURYLINK COMMUNICATIONS LLC D/B/A LUMEN TECHNOLOGIES GROUP
BETWEEN
CITY OF LOUISVILLE – CO
AND
CENTURYLINK COMMUNICATIONS LLC D/B/A LUMEN TECHNOLOGIES GROUP

1. The undersigned is a public procurement unit, as defined in C.R.S. § 24-101-301, that wishes to participate in that certain State Of Colorado Governor's Office Of Information Technology Contract (Content ID C3037366) (the "Underlying Agreement") with CenturyLink Communications LLC d/b/a Lumen Technologies Group ("Lumen") approved and signed by the **State of Colorado** (the "State"), acting by and through the Governor's Office of Information Technology ("OIT" or "Customer"), on or about May 1, 2022, including its Exhibits and Attachments, pursuant to C.R.S. § 24-101-301 and other applicable provisions of the Colorado Procurement Code. Such public procurement unit (also referred to herein as "Agency") requests telecommunication services ("Service(s)") pursuant to the terms and conditions of the Underlying Agreement.

2. The undersigned Agency is executing this Participating Addendum for the purpose of purchasing Service from Lumen pursuant to the Underlying Agreement. Agency represents and warrants that it is eligible to purchase such Service pursuant to the Underlying Agreement under applicable law. Agency will be subject to all terms and conditions of this Participating Addendum and the Underlying Agreement. Agency will be responsible for any and all use of Services under this Participating Addendum and the Underlying Agreement, including but not limited to responsibility for payment obligations. Agency will be Lumen's customer of record for the Services provided to Agency under this Participating Addendum and the Underlying Agreement.

3. **DESCRIPTION OF SERVICES.** Lumen will provide to Agency the Services as set forth in the Underlying Agreement. To the extent Services are tariffed, and where such terms and conditions of the applicable tariffs do not conflict with the Underlying Agreement, the provisions of the tariff will apply and, in such cases, references in this Addendum and the Underlying Agreement to Service Schedule(s) will instead be deemed to refer to the applicable tariff.

4. **TERM.** This Participating Addendum is effective on the latest signature date and will expire coterminous with the Underlying Agreement as provided in Section 2 of the Underlying Agreement.

5. This Participating Addendum and the Underlying Agreement set forth the entire agreement between the parties and supersede all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof.

IN WITNESS WHEREOF, the parties have executed this Participating Addendum as of the date of execution by both parties below.

CENTURYLINK COMMUNICATIONS LLC D/B/A LUMEN TECHNOLOGIES GROUP

Alex Khanin
Alex Khanin (Aug 2, 2024 10:26 MDT)
Authorized Signature

Alex Khanin
Name Typed or Printed

Manager Offer Management
Title

Aug 2, 2024
Date

Address for Notices:
CENTURYLINK COMMUNICATIONS LLC D/B/A LUMEN TECHNOLOGIES GROUP
931 14th Street, 9th Floor
Denver, CO 80202

CITY OF LOUISVILLE - CO

ATTEST:

Meredyth Muth, City Clerk

Christopher M. Mayor Leh

Attachment 1
CITY OF LOUISVILLE – CO
Service Locations/Quantity of Service

PRICING ATTACHMENT

Service Description	Location	Quantity	MRC	NRC
Dedicated Internet Access – 1000 Mbps	749 Main Street, Louisville CO 80027	1	$200.00	$0.00
On-Net Access – 1,000 Mbps	749 Main Street, Louisville CO 80027	1	$600.00	$6,000.00

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STATE OF COLORADO CONTRACT

COVER PAGE

State Agency
Governor's Office of Information Technology

Contract Number
172875

CORE Encumbrance Number
CT EGBA 2022-3808

Interagency Contract Number
n/a

Contractor
CenturyLink Communications LLC d/b/a Lumen Technologies Group

Contract Administrator
RA

Contract Maximum Amount
Initial Term

State Fiscal Year 2022	$ 1,830,000.00
State Fiscal Year 2023	$11,000,000.00
State Fiscal Year 2024	$11,000,000.00
State Fiscal Year 2025	$11,000,000.00
State Fiscal Year 2026	$11,000,000.00
State Fiscal Year 2027	$11,000,000.00

Extension Terms

State Fiscal Year 2028	$11,000,000.00
State Fiscal Year 2029	$11,000,000.00
State Fiscal Year 2030	$11,000,000.00
State Fiscal Year 2031	$11,000,000.00
State Fiscal Year 2032	$11,000,000.00
Total All State Fiscal Years	**$111,830,000.00**

Contract Performance Beginning Date
May 1, 2022

Initial Contract Expiration Date
June 30, 2025

Contract Authority
Authority to enter into this Contract exists in CRS § 24-37.5-105 and funds have been budgeted, appropriated, and otherwise made available and a sufficient unencumbered balance thereof remains available for payment. Required approvals, clearance, and coordination have been accomplished from and with appropriate agencies. The Contractor was selected in accordance with State law as a result of RFP 202100085.

Contract Purpose
The Contractor shall provide collaborative operational and management responsibility for the existing Colorado State Network (CSN) environment and shall be responsible to evolve, augment and enhance the CSN. This includes infrastructure and services.

Exhibits and Order of Precedence
The following Exhibits and attachments are included with this Contract:

1. Exhibit A – Service Exhibits & Pricing
   - Exhibit A-1 Products and Service Agreement for Custom CenturyLink Incumbent Local Exchange Carrier
   - Exhibit A-2 Internet Service Schedule
   - Exhibit A-3 Domestic CenturyLink IQ® Networking Service
   - Exhibit A-4 CenturyLink Local Access Service
   - Exhibit A-5 CenturyLink Optical Wavelength Service
   - Exhibit A-6 CenturyLink Metro Ethernet Service
   - Exhibit A-7 Rental Customer Premise Equipment Service
   - Exhibit A-8 Customer Premise Equipment Service
   - Exhibit A-9 Custom Solutions
   - Exhibit A-10 Managed Network Service
   - Exhibit A-11 Wireless Back-Up Service Attachment
   - Exhibit A-12 Telecommunications Service Providers
   - Exhibit A-13 Dynamic Connections
   - Exhibit A-14 Lumen MPLS (IPVPN and VPLS) VPN Service
   - Exhibit A-15 Customer Premise Equipment Addenda
   - Exhibit A-16- CenturyLink IQ Delta Port Offer Attachment
   - Exhibit A-17 Domestic Optical Wavelength Private Line Service
   - Exhibit A-18 Elynk Service
2. Exhibit B – Service Level Agreements
3. Exhibit C – Information Technology Provisions
4. Exhibit D – Billing, Inventory, Performance Reports
5. Exhibit E – Sample Option Letter
6. Exhibit F – Affiliates
7. Exhibit G – HIPAA Business Associate Agreement

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8. Exhibit H – Acceptable Use Policy
9. Exhibit I – Pricing Summary
10. Exhibit J - Edge Upgrade 2022 Statement of Work
11. Exhibit K -Tailored Managed Network Service Statement of Work

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

1. Colorado Special Provisions in §19 of the main body of this Contract.
2. Exhibit C, Information Technology Provisions
3. The provisions of the other sections of the main body of this Contract.
4. Exhibit G- HIPAA
5. Exhibit A, Service Exhibit & Pricing
6. Exhibit I – Pricing Summary
7. Exhibit J – Statement of Work
8. Exhibit K – Statement of Work
9. Exhibit B – Service Level Agreements
10. Exhibit F - Affiliates
11. Exhibit D – Billing, Inventory, Performance Reports
12. Exhibit H – Acceptable Use Policy
13. Exhibit E- Sample Option Letter

Principal Representatives

For the State:

Laura Calder
Governor's Office of Information Technology
601 East 18th Avenue
Suite 180
Denver, CO 80203
laura.calder@state.co.us

For Contractor:

Dennis Fisher
Lumen
931 14th St.
Denver, CO 80202
Dennis.Fisher@lumen.com

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SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

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

CONTRACTOR **CenturyLink Communications LLC d/b/a Lumen Technologies Group** Signed: DocuSigned by: Dennis Fisher 6045A9D158564F4... Printed Name: Dennis Fisher Title: Director of Offer Management Date: 4/28/2022	In accordance with §24-30-202, C.R.S., if this Contract is for a Major Information Technology Project, this Contract is not valid until signed and dated below by the Chief Information Officer or an authorized delegate. **STATE OF COLORADO** **Jared S. Polis, GOVERNOR** **Governor's Office of Information Technology** Anthony Neal-Graves, Chief Information Officer and Executive Director Signed: DocuSigned by: Laura Calder AAADB6558E09A4BD... Printed Name: Laura Calder Title: CFO Date: 4/28/2022

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

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

Signed: DocuSigned by: Ron Fiet 3D021F8A1F10453...
Printed Name: Ron Fiet
Title: Contract Specialist
Amendment Effective Date: 4/28/2022

DocuSign Envelope ID: E966475D-C8C0-457A-BE08-E9E89FCE72A8

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1. PARTIES

This Contract is entered into by and between Contractor named on the Cover Page for this Contract (the "Contractor"), and the STATE OF COLORADO acting by and through the State agency named on the Cover Page for this Contract (the "State"). Contractor and the State agree to the terms and conditions in this Contract.

Any Order placed by a Purchasing Entity in the State of Colorado for a Good or Service available under a Participating Addendum to this Enterprise Agreement shall be deemed to be a sale (and governed by the prices and other terms and conditions) under this Master Enterprise and a Participating Addendum unless the parties to the Order agree in writing that another contract or agreement applies to such Order or the terms of that Order control to the extent that they conflict with the terms of this Enterprise Agreement or a Participating Addendum.

2. TERM AND EFFECTIVE DATE

A. Effective Date

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

B. Initial Term

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

C. Extension Terms - State's Option

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

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Procurement Officer in accordance with the Colorado Procurement Code.

D. End of Term Extension

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

E. Early Termination in the Public Interest

The State is entering into this Contract to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Contract ceases to further the public interest of the State, the State, in its discretion, may terminate this Contract in whole or in part. A determination that this Contract should be terminated in the public interest shall not be equivalent to a State right to terminate for convenience. This subsection shall not apply to a termination of this Contract by the State for Breach of Contract by Contractor, which shall be governed by **§13.A.i**.

i. Method and Content

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

ii. Obligations and Rights

Upon receipt of a termination notice for termination in the public interest, Contractor shall be subject to the rights and obligations set forth in **§13.A.i.a**.

iii. Payments

If the State terminates this Contract in the public interest, the State shall pay Contractor all unpaid amounts for Service actually provided through the date of termination under this Contract, less payments previously made. Additionally, the State will reimburse Contractor any actual out-of-pocket expenses, not otherwise reimbursed under this Contract, incurred by Contractor which are directly attributable to the Contractor's obligations or out-of-pocket costs (if any) incurred in constructing facilities necessary for Service delivery, provided that the sum of any and all reimbursement shall not exceed the maximum amount payable to Contractor hereunder.

3. DEFINITIONS

The following terms shall be construed and interpreted as follows:

A. "**Breach of Contract**" means the failure of a Party to materially perform any of its obligations in accordance with this Contract, in whole or in part or in a timely or satisfactory manner. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within 30 days after the institution of such proceeding, shall also constitute a breach. If Contractor is debarred or suspended under §24-109-105, C.R.S. at any time during the term of this Contract, then such debarment or suspension shall constitute a breach.

B. "**Business Day**" means any day other than Saturday, Sunday, or a Legal Holiday as listed in §24-11-101(1), C.R.S.

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

D. "**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.

E. "**Contract**" means this Contract, including all attached Exhibits, all documents incorporated by reference, all

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referenced statutes, rules and cited authorities, and any future modifications thereto.

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

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

H. "**Deliverable**" means the outcome to be achieved or output to be provided, in the form of a tangible object or software that is produced as a result of Contractor's Work that is intended to be delivered to the State by Contractor.

I. "**End of Term Extension**" means the time period defined in **§2.D.**

J. "**Effective Date**" means the date on which this Contract is approved and signed by the Colorado State Controller or designee, as shown on the Signature Page for this Contract. If this Contract is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), C.R.S., then the Effective Date of this Contract shall be the later of the date on which this Contract is approved and signed by the State's Chief Information Officer or authorized delegate or the date on which this Contract is approved and signed by the State Controller or authorized delegate, as shown on the Signature Page for this Contract.

K. "**Exhibits**" means the exhibits and attachments included with this Contract as shown on the Cover Page for this Contract.

L. "**Extension Term**" means the time period defined in **§2.C**.

M. "**Goods**" means any movable material acquired, produced, or delivered by Contractor as set forth in this Contract and shall include any movable material acquired, produced, or delivered by Contractor in connection with the Services.

N. "**Incident**" means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access, loss, disclosure, modification, disruption, or destruction of any communications or information resources of the State, which are included as part of the Work, as described in §§24-37.5-401, *et. seq.,* C.R.S. Incidents include, without limitation, **(i)** successful attempts to gain unauthorized access to a State system or State Records regardless of where such information is located; **(ii)** unwanted disruption or denial of service; **(iii)** the unauthorized use of a State system for the processing or storage of data; or **(iv)** changes to State system hardware, firmware, or software characteristics without the State's knowledge, instruction, or consent.

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

P. "**Party**" means the State or Contractor, and "Parties" means both the State and Contractor.

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

R. "**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. PII includes, but is not limited to, all information defined as personally identifiable information in §§24-72-501 and 24-73-101, C.R.S.

S. **"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.

T. **"Purchasing Entity"** means any entity or organization that has been authorized by the State to place Orders with the Contractor, and may include, without limitation, agencies of the State, State supported institution of higher education within the State, political subdivisions of the State, authorized non-profit organizations and other authorized entities.

U. "**Services**" means the services to be performed by Contractor as set forth in this Contract, and shall include any services to be rendered by Contractor in connection with the Goods.

V. "**State Confidential Information**" means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PII, PHI, PCI, Tax Information, CJI, and State personnel records not subject to disclosure under CORA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Contractor which (i) is subject to disclosure pursuant to

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CORA; (ii) is already known to Contractor without restrictions at the time of its disclosure to Contractor; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Contractor to the State; (iv) is disclosed to Contractor, without confidentiality obligations, by a third party who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.

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

X. "**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.

Y. "**State Records**" means any and all State data, information, and records, regardless of physical form.

Z. "**Subcontractor**" means any third party engaged by Contractor to aid in performance of the Work.

AA. "**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.

BB. "**Work**" means the Goods delivered and Services performed pursuant to this Contract.

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

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

4. STATEMENT OF WORK

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

5. PAYMENTS TO CONTRACTOR

A. Maximum Amount

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

B. Payment Procedures

i. Invoices and Payment

a. The State shall pay Contractor in the amounts and in accordance with the schedule and other conditions set forth in Exhibit A.

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

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

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

ii. Interest

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

iii. Payment Disputes

If Contractor disputes any calculation, determination or amount of any payment, Contractor shall notify the State in writing of its dispute within 90 days following the earlier to occur of Contractor's receipt of the payment or notification of the determination or calculation of the payment by the State. The State will review the information presented by Contractor and the parties will mutually review and discuss an appropriate resolution. No payment subject to a dispute under this subsection shall be due until after the State has concluded its review, and the State shall not pay any interest on any amount during the period it is subject to dispute under this subsection.

iv. Available Funds-Contingency-Termination

The State is prohibited by law from making commitments beyond the term of the current State Fiscal Year. Therefore Contractor's Compensation beyond the State's current Fiscal Year is contingent upon the continuing availability of State appropriations as provided in the Colorado Special Provisions. If federal funds are used to fund this Contract, in whole or in part, the State's performance hereunder is contingent upon the continuing availability of such funds.. Payments to be made pursuant to this Contract shall be made only from Contract Funds, and the State's liability for such payments shall be limited to the amount remaining of such Contract Funds. If State, federal or other funds are not appropriated, or otherwise become unavailable to fund this Contract, the State may, upon written notice, terminate this Contract, in whole or in part, without incurring further liability in accordance with the provisions hereof, provided, however, that the State will be responsible to pay Lumen for any Special Construction Charges incurred by Lumen and not previously recuperated under the Contract to the extent funds are appropriated for such purpose . The State shall, however, remain obligated to pay for Services and Goods that are delivered and accepted prior to the effective date of notice of termination, and this termination shall otherwise be treated as if this Contract were terminated in the public interest as described in **§2.E**. In the event of such a termination (and any early termination under this Contract), the State will be required to return all Equipment unless the State in its sole discretion chooses to purchase any such Equipment from Contractor at a price equal to 100% of the remainder of any lease payments Contractor may owe on the Equipment.

C. Termination Liability Assessments

Lumen agrees to waive termination liability on any services that have met their Initial Service Term before the effective date of this Agreement. All services ordered after the effective date of this Agreement and subsequently terminated are subject to the termination liability outlined in the applicable Service Exhibit or Attachment. After the initial 3 year contract term, agencies shall be able to terminate services at any time without penalty as long as each services Initial Service Term has been met.

6. REPORTING - NOTIFICATION

A. Reports.

As described in Exhibit D of this Contract, The State may utilize Contractor's control center which is a free, secure, self-service portal to access billing, inventory and performance reports. Contractor will assist The State on an as needed basis to efficiently navigate the control center portal. Contractor's Account Team may provide additional support for reporting funcitionality not available in the control center portal.

B. Litigation Reporting

Unless legally prohibited from doing so, if Contractor is served with a pleading or other document in connection with an action before a court or other administrative decision making body, and such pleading or document relates to this Contract or may affect Contractor's ability to perform its obligations under this Contract, Contractor shall, within 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 on the Cover Page for this Contract.

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

i. Performance Outside the State of Colorado

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

ii. Performance Outside of the United States

Contractor shall request written approval from the State, acting through the Office of Information Technology, for Contractor to perform, or subcontract to perform, Services outside the United States. The State may approve or deny such request within the State's sole discretion, whether or not services outside the United States are prohibited or restricted by the Statement of Work or by any Exhibit attached to this Contract. Following written approval from the State, Contractor shall comply with the notice provisions for performance outside the State of Colorado. Any notice provided to the State by Contractor regarding performance outside the United States shall be deemed ineffective if the State has not granted prior written approval for such performance.

7. CONTRACTOR RECORDS

A. Maintenance

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

B. Inspection

Contractor shall permit the State, the federal government, and any other duly authorized agent of a governmental agency to audit, inspect, examine, excerpt, copy and transcribe Contractor Records during the Record Retention Period. Contractor shall make Contractor Records available during normal business hours at Contractor's office or place of business, or at other mutually agreed upon times or locations, upon no fewer than 10 Business Days' notice from the State.

C. Monitoring

The State, the federal government, and any other duly authorized agent of a governmental agency, in its discretion, may monitor Contractor's performance of its obligations under this Contract using procedures as reasonably determined by the State or that governmental entity. The State shall monitor Contractor's performance in a manner that does not unduly interfere with Contractor's performance of the Work. Contractor shall retain sole authority and discretion over the security and access control procedures required of any facilities access or system access requested by the State pursuant to this section, and will admit visitors consistent with its policies for such access.

D. Final Audit Report

If an audit is performed on contractor's records related to the work or services provided under this contract for any fiscal year covering a portion of the contract term in accordance with this section, contractor shall submit a copy of the final audit report to the state or its principal representative at the address specified herein. Contractor shall ensure the provisions of this paragraph apply to any subcontract related to performance under the contract. Contractor shall, at contractor's sole expense, reconstruct any records not preserved or retained

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as required by this paragraph.

8. CONFIDENTIAL INFORMATION-STATE RECORDS

The State and Contractor agree that this §8 applies to information that the State directly provides to Contractor under this Contract, but that Contractor will not be deemed to have accessed, received, or be in the possession of State Information solely by virtue of the fact that the State transmits, receives, accesses, or stores such information through use of the data transport system in scope for Contractor's services.

A. Confidentiality

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

B. Other Entity Access and Nondisclosure Contracts

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

C. Use, Security, and Retention

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

D. Incident Notice and Remediation

If Contractor becomes aware of any Incident, Contractor shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. Unless Contractor can establish that Contractor and its Subcontractors are not the cause or source of the Incident, Contractor shall be responsible for the cost of notifying each person who may have been impacted by the Incident. After an Incident, Contractor shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State. The State may adjust or direct modifications to this plan in its sole discretion, and Contractor shall make all modifications as

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directed by the State. If Contractor cannot produce its analysis and plan within the allotted time, the State, in its sole discretion, may perform such analysis and produce a remediation plan, and Contractor shall reimburse the State for the actual costs thereof. The State may, in its sole discretion and at Contractor's sole expense, require Contractor to engage the services of an independent, qualified, State-approved third party to conduct a security audit. Contractor shall provide the State with the results of such audit and evidence of Contractor's planned remediation in response to any negative findings.

E. Data Protection and Handling

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

F. Safeguarding PII

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

9. CONFLICTS OF INTEREST

A. Actual Conflicts of Interest

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

B. Apparent Conflicts of Interest

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

C. Disclosure to the State

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

D. Contractor acknowledges that all State employees are subject to the ethical principles described in § 24-18-105, C.R.S. Contractor further acknowledges that State employees may be subject to the requirements of § 24-18-105, C.R.S. with regard to this Contract. For the avoidance of doubt, an actual or apparent conflict of interest shall exist if Contractor employs or contracts with any State employee, any former State employee within six months following such employee's termination of employment with the State, or any immediate family member of such current or former State employee. Contractor shall provide a disclosure statement as described in §9.C. no later than ten days following entry into a contractual or employment relationship as described in this section. If an actual conflict of interest exists, the State may request and Contractor will remove the employee from working on this Contract until the conflict of interest expires. Failure to timely submit a disclosure statement shall constitute a Breach of Contract. Contractor may also be subject to such penalties as are allowed by law.

10. INSURANCE

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

A. Workers' Compensation

Workers' compensation insurance as required by state statute, and employers' liability insurance covering all

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Contractor or Subcontractor employees acting within the course and scope of their employment.

B. General Liability

Commercial general liability insurance covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:

i. $1,000,000 each occurrence;

ii. $1,000,000 general aggregate;

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

iv. $50,000 any one fire.

C. 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.

D. Cyber/Network Security and Privacy Liability

Liability insurance covering civil, regulatory, and statutory damages, contractual damages, data breach management exposure, and any loss of income or extra expense as a result of actual or alleged breach, violation or infringement of right to privacy, consumer data protection law, confidentiality or other legal protection for personal information, as well as State Confidential Information with minimum limits as follows:

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

ii. $2,000,000 general aggregate.

E. Professional Liability Insurance

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

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

ii. $1,000,000 general aggregate.

F. Crime Insurance

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

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

ii. $1,000,000 general aggregate.

G. Additional Insured

The State shall be named as additional insured on all commercial general liability policies (leases and construction contracts require additional insured coverage for completed operations) required of Contractor and Subcontractors.

H. Primacy of Coverage

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

I. Subrogation Waiver

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

J. Public Entities

If Contractor is a "public entity" within the meaning of the Colorado Governmental Immunity Act, §§24-10-101, *et seq.*, C.R.S. (the "GIA"), Contractor shall maintain, in lieu of the liability insurance requirements

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stated above, at all times during the term of this Contract such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA. If a Subcontractor is a public entity within the meaning of the GIA, Contractor shall ensure that the Subcontractor maintains at all times during the terms of this Contract, in lieu of the liability insurance requirements stated above, such liability insurance, by commercial policy or self-insurance, as is necessary to meet the Subcontractor's obligations under the GIA.

K. Certificates

Contractor shall provide to the State certificates evidencing Contractor's insurance coverage required in this Contract within seven Business Days following the Effective Date. Contractor shall provide to the State certificates evidencing Subcontractor insurance coverage required under this Contract within seven Business Days following the Effective Date, except that, if Contractor's subcontract is not in effect as of the Effective Date, Contractor shall provide to the State certificates showing Subcontractor insurance coverage required under this Contract within seven Business Days following Contractor's execution of the subcontract. No later than 15 days before the expiration date of Contractor's or any Subcontractor's coverage, Contractor shall deliver to the State certificates of insurance evidencing renewals of coverage. At any other time during the term of this Contract, upon request by the State, Contractor shall, within seven Business Days following the request by the State, supply to the State evidence satisfactory to the State of compliance with the provisions of this section.

11. LIMITATION OF CONTRACTOR'S LIABILITY TO STATE

The liability of Contractor, its Subcontractors, and their respective personnel to the State for any claims, liabilities, or damages relating to this Contract shall be limited to damages, including but not limited to direct losses, loss of State Records or unauthorized disclosure of State Confidential Information, not to exceed three (3) times 12 months of the State's total MRCs and usage charges under this Contract ("Damage Cap").

No limitation on Contractor's liability to the State under this Section shall limit or affect:

A. Contractor's indemnification obligations to the State under this Contract;

B. Any claims, losses, or damages for which coverage is available under any insurance required under this Contract;

C. Claims or damages arising out of bodily injury, including death, or damage to tangible property of the State; or

D. Claims or damages resulting from the recklessness, bad faith, or intentional misconduct of Contractor or its Subcontractors.

12. BREACH OF CONTRACT

In the event of a Breach of Contract, the aggrieved Party shall give written notice of breach to the other Party. If the notified Party does not cure the Breach of Contract, at its sole expense, within 30 days after the delivery of written notice, the Party may exercise any of the remedies as described in **§13** for that Party. Notwithstanding any provision of this Contract to the contrary, the State, in its discretion, need not provide notice or a cure period and may immediately terminate this Contract in whole or in part or institute any other remedy in this Contract in order to protect the public interest of the State; or if Contractor is debarred or suspended under §24-109-105, C.R.S., the State, in its discretion, need not provide notice or cure period and may terminate this Contract in whole or in part or institute any other remedy in this Contract as of the date that the debarment or suspension takes effect.

13. REMEDIES

A. State's Remedies

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

i. Termination for Breach of Contract

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

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any.

a. Obligations and Rights

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

b. Payments

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

c. Damages and Withholding

Notwithstanding any other remedial action by the State, Contractor shall remain liable to the State to the extent set forth in this Contract for any damages sustained by the State in connection with any breach by Contractor.

ii. Remedies Not Involving Termination

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

a. Suspend Performance

Suspend Contractor's performance with respect to all or any portion of the Work pending corrective action. Contractor shall promptly cease performing Work and incurring costs in accordance with the State's directive, and the State shall not be liable for costs incurred by Contractor after the suspension of performance.

b. Withhold Payment

Withhold payment to Contractor for the portion of the Work in dispute until Contractor corrects its Work.

c. Removal

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

d. Intellectual Property

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

B. Contractor's Remedies

If the State is in breach of any provision of this Contract and does not cure such breach, Contractor, following the notice and cure period in **§12** and the dispute resolution process in **§14**, shall have all remedies available at

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law and equity.

14. DISPUTE RESOLUTION

A. Initial Resolution

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

B. Resolution of Controversies

If the initial resolution described in **§14.A** fails to resolve the dispute within 10 Business Days, Contractor shall submit any alleged breach of this Contract by the State to the Procurement Official of the State Agency named on the Cover Page of this Contract as described in §24-102-202(3), C.R.S. for resolution in accordance with the provisions of §§24-106-109, and 24-109-101.1 through 24-109-505, C.R.S., (the "Resolution Statutes"), except that if Contractor wishes to challenge any decision rendered by the Procurement Official, Contractor's challenge shall be an appeal to the executive director of the Department of Personnel and Administration, or their delegate, under the Resolution Statutes before Contractor pursues any further action as permitted by such statutes. Except as otherwise stated in this section, all requirements of the Resolution Statutes shall apply including, without limitation, time limitations.

15. NOTICES AND REPRESENTATIVES

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

16. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

A. Work Product

i. Document Deliverables. Unless expressly agreed to the contrary in writing, all Document Deliverables prepared by the Contractor (or its subcontractors) exclusively and originally created for the State in connection with this Contract shall be owned by State and, if registered, shall be registered in the name of State; provided however, if such Document Deliverables include any Confidential Information of Contractor, then State shall maintain such Document Deliverables in confidence unless Contractor provides State with prior, written permission to register or otherwise publicly distribute. For the purpose of this Section, "Document Deliverables" shall be defined as copyrightable, non-patentable subject matter in the form of reports, charts and invoices that are created by Contractor using State Confidential Information and specifically and solely directed State's purchase of Services under this Contract and/or a statement of work hereunder; provided however, under no circumstances shall "Document Deliverables" include any inventions, processes, functionality, systems, network components, network designs, network configurations, protocols, API's, technology, software, intellectual property rights or methodologies, templates, forms, whether patented, patent pending or non-patentable, which have been invented, created, acquired, conceived, developed, designed, reduced to practice or owned by the Contractor at any time.

ii. Assignments and Assistance

Whether or not Contractor is under contract with the State at the time, Contractor shall execute applications, assignments, and other documents, and shall render all other reasonable assistance

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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. Contractor assigns to the State and its successors and assigns, the entire right, title, and interest in and to all causes of action, either in law or in equity, for past, present, or future infringement of intellectual property rights related to the Work Product and all works based on, derived from, or incorporating the Work Product.

B. Exclusive Property of the State

Except to the extent specifically provided elsewhere in this Contract, all State Records, 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 information provided by or on behalf of the State to Contractor are the exclusive property of the State (collectively, "State Materials"). Contractor shall not use, willingly allow, cause, or permit Work Product or State Materials to be used for any purpose other than the performance of Contractor's obligations in this Contract without the prior written consent of the State. Upon termination of this Contract for any reason, Contractor shall provide all Work Product and State Materials to the State in a form and manner as reasonably directed by the State.

C. Exclusive Property of Contractor

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

17. STATEWIDE CONTRACT MANAGEMENT SYSTEM

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

18. GENERAL PROVISIONS

A. Assignment

Except as otherwise specified in this Contract or any Service Attachment, Contractor's rights and obligations under this Contract are personal and may not be transferred or assigned without the prior, written consent of the State. Any attempt at assignment or transfer without such consent shall be void; provided, however, that either party may assign this Contract without the other party's prior written consent: (a) in connection with the sale of all or substantially all of its assets; (b) to the surviving entity in any merger or consolidation; or (c) to satisfy a regulatory requirement imposed upon a party by a governmental body with appropriate authority; provided such party notifies the other party in writing within 30 days of the assignment. Any assignment or transfer of Contractor's rights and obligations approved by the State shall be subject to the provisions of this Contract.

B. Subcontracts

All subcontracts entered into by Contractor in connection with this Contract shall comply with all applicable federal and state laws and regulations, and Contractor is responsible for the performance of any subcontractor to meet the requirements of this Contract.

C. Binding Effect

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

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D. Authority

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

E. Captions and References

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

F. Counterparts

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

G. Entire Understanding

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

H. Digital Signatures

If any signatory signs this Contract 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 Contract or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Contract by reference.

I. Modification

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

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

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

K. External Terms and Conditions

Notwithstanding anything to the contrary herein, the State shall not be subject to any provision included in any terms, conditions, or Contracts appearing on Contractor's or a Subcontractor's website or any provision incorporated into any click-through or online Contracts related to the Work unless that provision is specifically referenced in this Contract.

L. Severability

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

M. Survival of Certain Contract Terms

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

N. 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

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and use taxes under §§39-26-704(1), *et seq.,* C.R.S. (Colorado Sales Tax Exemption Identification Number 98-02565). The State shall not be liable for the payment of any excise, sales, or use taxes, regardless of whether any political subdivision of the state imposes such taxes on Contractor. Contractor shall be solely responsible for any exemptions from the collection of excise, sales or use taxes that Contractor may wish to have in place in connection with this Contract.

Notwithstanding the foregoing, Contractor may charge to the State fees and surcharges as applicable to the services being provided under the contract between the parties, including but not limited to federal and state USF, 911 fees, property surcharge, cost recovery fee, franchise recovery fee, administrative expense fee, and such fees, and surcharges are subject to change over the duration of the contract between the parties.

O. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described in **§18.A,** this Contract does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Contract and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Contract are incidental to this Contract, 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 Contract, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

Q. CORA Disclosure

To the extent not prohibited by federal law, this Contract 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

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

S. Licenses, Permits, and Other Authorizations.

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

T. Indemnification

i. General Indemnification

Contractor shall indemnify, save, and hold harmless the State, its employees, agents and assignees (the "Indemnified Parties"), against any and all costs, expenses, claims, damages, liabilities, court awards and other amounts (including attorneys' fees and related costs) incurred by any of the Indemnified Parties in relation to any intentional, grossly negligent, or negligent act or omission by Contractor, or its employees, agents, Subcontractors, or assignees in connection with this Contract, except for the State's negligence with respect to any tort or some independent duty of care owed by the State to third parties.

ii. Confidential Information Indemnification

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

iii. Intellectual Property Indemnification

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Contractor shall indemnify, save, and hold harmless the Indemnified Parties, against any and all costs, expenses, claims, damages, liabilities, and other amounts (including attorneys' fees and costs) incurred by the Indemnified Parties in relation to any claim that any Deliverable, Good or Service, software, or Work Product provided by Contractor under this Contract (collectively, "IP Deliverables"), or the use thereof, infringes a patent, copyright, trademark, trade secret, or any other intellectual property right. Contractor's obligations hereunder shall not extend to the combination of any IP Deliverables provided by Contractor with any other product, system, or method, unless the other product, system, or method is (a) provided by Contractor or Contractor's subsidiaries or affiliates; (b) specified by Contractor to work with the IP Deliverables; (c) reasonably required in order to use the IP Deliverables in its intended manner and the infringement could not have been avoided by substituting another reasonably available product, system, or method capable of performing the same function; or (d) is reasonably expected to be used in combination with the IP Deliverables.

U. Disclaimer of Warranties. LUMEN MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH IN THIS CONTRACT OR ANY APPLICABLE SERVICE ATTACHMENT.

V. Service Levels.

Any "Service Level" commitments applicable to Services are contained in the Service Attachments applicable to each Service. If Lumen does not meet a Service Level, Lumen will issue to the State a credit as stated in the applicable Service Attachment on the State's request, except that credits will not be provided for Excused Outages. Lumen's maintenance log and trouble ticketing systems are used to calculate Service Level events. Excused Outages mean scheduled maintenance and force majeure events, unless otherwise defined in a Service Attachment. Total monthly credits will not exceed the charges for the affected Service for that month. The State's sole remedies for any non-performance, outages, failures to deliver or defects in Service are contained in the Service Levels applicable to the affected Service.

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

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

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

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

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

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

C. **GOVERNMENTAL IMMUNITY.**

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

D. **INDEPENDENT CONTRACTOR**

Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the State. Contractor shall not have authorization, express or implied, to bind the State to any Contract, 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.**

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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 that conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Contract shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

G. **PROHIBITED TERMS.**

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

H. **SOFTWARE PIRACY PROHIBITION.**

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

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

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

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

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

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

[Not applicable to Contracts relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental Contracts, or information technology services or products and services] Contractor certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this Contract and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Contract, through participation in the E-Verify Program or the State verification

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program established pursuant to §8-17.5-102(5)(c), C.R.S., Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract or enter into a contract with a Subcontractor that fails to certify to Contractor that the Subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract. Contractor **(i)** shall not use E-Verify Program or the program procedures of the Colorado Department of Labor and Employment ("Department Program") to undertake pre-employment screening of job applicants while this Contract is being performed, **(ii)** shall notify the Subcontractor and the contracting State agency or institution of higher education within three days if Contractor has actual knowledge that a Subcontractor is employing or contracting with an illegal alien for work under this Contract, **(iii)** shall terminate the subcontract if a Subcontractor does not stop employing or contracting with the illegal alien within three days of receiving the notice, and **(iv)** shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to §8-17.5-102(5), C.R.S., by the Colorado Department of Labor and Employment. If Contractor participates in the Department Program, Contractor shall deliver to the contracting State agency, Institution of Higher Education or political subdivision, a written, notarized affirmation, affirming that Contractor has examined the legal work status of such employee, and shall comply with all of the other requirements of the Department Program. If Contractor fails to comply with any requirement of this provision or §§8-17.5-101, *et seq*., C.R.S., the contracting State agency, institution of higher education or political subdivision may terminate this Contract for breach and, if so terminated, Contractor shall be liable for damages.

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

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

20. ACCESSIBILITY

A. Contractor and its Work Product shall comply 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 Office Of Information Technology pursuant to Section §24-85-103 (2.5). Vendor 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.

B. Contractor shall indemnify, save, and hold harmless the state, its employees, agents and assignees (collectively, the "Indemnified Parties"), against any and all costs, expenses, claims, damages, liabilities, court awards and other amounts (including attorneys' fees and related costs) incurred by any of the Indemnified Parties in relation to the Contractor's failure to comply with §§24-85-101, et seq., C.R.S., or the *Accessibility Standards for Individuals with a Disability* as established by the Office of Information Technology pursuant to Section §24-85-103 (2.5).

C. The State may require Contractor's compliance to be determined by a third party vendor acceptable to the State that shall attest that the Contractor'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 the Office of Information Technology pursuant to Section §24-85-103 (2.5).

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EXHIBIT A, SERVICE EXHIBITS

LUMEN WILL PROVIDE THE FOLLOWING SERVICES AS PART OF THIS CONTRACT:

Exhibit A-1 Products and Service Agreement for Custom CenturyLink Incumbent Local Exchange Carrier
Exhibit A-2 Internet Service Schedule
Exhibit A-3 Domestic CenturyLink IQ® Networking Service
Exhibit A-4 CenturyLink Local Access Service
Exhibit A-5 CenturyLink Optical Wavelength Service
Exhibit A-6 CenturyLink Metro Ethernet Service
Exhibit A-7 Rental Customer Premise Equipment Service
Exhibit A-8 Customer Premise Equipment Service
Exhibit A-9 Custom Solutions
Exhibit A-10 Managed Network Service
Exhibit A-11 Wireless Back-Up Service Attachment
Exhibit A-12 Telecommunications Service Providers
Exhibit A-13 Dynamic Connections
Exhibit A-14 Lumen MPLS (IPVPN and VPLS) VPN Service
Exhibit A-15 Customer Premise Equipment Addenda
Exhibit A-16- CenturyLink IQ Delta Port Offer Attachment
Exhibit A-17 Domestic Optical Wavelength Private Line Service
Exhibit A-18 Elynk Service

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EXHIBIT A-1
CUSTOM CENTURYLINK INCUMBENT LOCAL EXCHANGE CARRIER

Products and Services Agreement
For Custom CenturyLink Incumbent Local Exchange Carrier ("ILEC")
Tariffed and Detariffed Business Services

This Products and Services Agreement for Custom CenturyLink Incumbent Local Exchange Carrier ("ILEC") Tariffed and Detariffed Business Services ("Agreement") between **CENTURYTEL OF EAGLE, INC.** ("CenturyLink") and **STATE OF COLORADO** ("Customer") sets forth the terms and conditions for CenturyLink's provision of those Products and Services to Customer. Electronic signatures on this Agreement will be accepted only in the form and manner prescribed by CenturyLink.

1. **SERVICES**. CenturyLink will sell to Customer the Services listed on the Services List, attached and incorporated by this reference. This Agreement is effective on the date all parties have signed below ("Effective Date") and continues for the longest Order Term listed on the Services List.

2. **PURCHASE ORDERS.** This Agreement controls over any Customer-issued purchase order, and any terms or conditions contained in a Customer-issued purchase order or other Customer ordering document will have no force or effect.

3. **UNIFORM RESOURCE LOCATORS (URLs).** References to URLs in this Agreement include any successor URLs designated by CenturyLink.

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EXHIBIT A-1
CUSTOM CENTURYLINK INCUMBENT LOCAL EXCHANGE CARRIER

SERVICES LIST

1. **SERVICES**. CenturyLink will provide to Customer those Services identified in the table below ("Price Table"). Services are purchased on either a month-to-month basis or for a specific term for the particular Service ordered (each, an "Order Term"), as listed in the Price Table. Each Order Term begins on the later of the later of the first day of the first billing month after the Effective Date or the date that CenturyLink installs and makes that Service available to Customer. If Customer continues to receive a Service after expiration of the Service's applicable Order Term, CenturyLink will provide that Service on a month-to-month basis at its then-current list pricing and then-current terms and conditions, unless the parties otherwise agree in writing. CenturyLink will make the Services available only after its compliance with any state-specific regulatory filing requirements.

Customer Billing Address	Service/Installation Address	Type of Service	Order Term (Months)	Monthly Recurring Charge	Non-recurring Charges
		[Service1]	[Term1]	[MRC1]	[NRC1]
		[Service2]	[Term2]	[MRC2]	[NRC2]
		[Service3]	[Term3]	[MRC3]	[NRC3]
		[Service4]	[Term4]	[MRC4]	[NRC4]

2. **PRICING.**

2.1 **Monthly Recurring Charges ("MRCs").** CenturyLink will charge Customer the MRCs for the Services described in the Price Table. Except as otherwise described in the Price Table, these rates will remain fixed for each Order Term identified above. Upon expiration of each Order Term, Customer must convert the rates for the affected Service to the then-current rates in the applicable Tariffs or Local Terms of Service which are subject to change.

2.2 **Non-recurring Charges ("NRCs").** CenturyLink may charge Customer NRCs related to the Services described in the Price Table or listed in applicable Tariffs or Local Terms of Service.

2.3 **Additional Charges**. Rates do not include applicable local, state, or federal taxes, fees, or surcharges that CenturyLink may bill Customer.

2.4 **Additional Payment Requirements.** If Customer is not able to establish a satisfactory credit rating with CenturyLink, CenturyLink, in its sole discretion, may require Customer to submit a deposit or make an advance payment in connection with obtaining or maintaining the Services.

3. **TERMS AND CONDITIONS**.

3.1 CenturyLink provides Services under the applicable terms and conditions posted to http://about.centurylink.com/legal/rates_conditions.html and incorporated into the Agreement by this reference. Enter the Entity and Service name to locate the applicable terms and conditions. Except for Services provided under Tariffs or Local Terms of Service, in the event of any inconsistencies or conflicts between this Agreement and the applicable terms and conditions, this Agreement will take precedence. CenturyLink may modify its Tariffs or Local Terms of Service from time to time

3.2 In the event of any inconsistencies or conflicts between this Agreement and the applicable Tariff or Local Terms of Service, this Agreement will take precedence.

4. **TERMINATION**. If Customer gives notice of cancellation or termination, disconnects any portion of a Service or otherwise breaches this Agreement resulting in the termination of a Service prior to the end of the applicable Order Term, termination liability will apply as calculated and set forth in the applicable terms and conditions listed in Section 3 above based for the Service cancelled or terminated. If no termination liability is specified for Services in these terms and conditions, Customer will be liable for 50% of the monthly payments that would otherwise remain in the applicable Order Term.

5. **NOTICES.**

5.1 **Notices.** All notices must be in writing. Notices are deemed given if sent to the addressee specified for a party either (a) by registered or certified U.S. mail, return receipt requested, postage prepaid, three days after such mailing; or (b) by national overnight courier service, next business day; or (c) by facsimile when delivered if duplicate notice is also sent by regular U.S. Mail.

5.2 **Service Notices.** All Customer notices for Service disconnect and termination must be sent via e-mail to: CenturyLink, Attn.: BusinessDisconnects@centurylink.com. Such disconnect and termination is effective 30 days after CenturyLink's receipt of the notice, unless a longer period is otherwise required by a Service Annex Customer's notice of non-renewal for Services must be sent via e-mail to: CenturyLink, Attn.: CenturyLink NoRenew, e-mail: Norenew@centurylink.com. All Customer notices for other routine operational notices will be provided to its CenturyLink sales representative. Failure to provide disconnect, termination and non-renewal notices in accordance

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with the terms of this Agreement may result in continued charges, and CenturyLink will not credit charges for such noncompliance.

5.3 **Legal Notice.** All legal notices required to be given under the Agreement will be in writing and provided to CenturyLink at: 931 14th Str., #900, Denver, CO 80202; Fax: 888-778-0054; Attn.: Legal Dept., and to Customer as provided in the Agreement or in its absence, to Customer's address reflected in CenturyLink's records Attn. General Counsel.

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EXHIBIT A-1
CUSTOM CENTURYLINK INCUMBENT LOCAL EXCHANGE CARRIER

CENTURYTEL METRO ETHERNET PRICING ATTACHMENT

CenturyTel Metro Ethernet Bandwidth	MRC	NRC
10 Mbps Enhanced Ethernet - Classic	$215.00	$0.00
20 Mbps Enhanced Ethernet - Classic	$275.00	$0.00
30 Mbps Enhanced Ethernet - Classic	$300.00	$0.00
40 Mbps Enhanced Ethernet - Classic	$325.00	$0.00
50 Mbps Enhanced Ethernet - Classic	$345.00	$0.00
60 Mbps Enhanced Ethernet - Classic	$355.00	$0.00
70 Mbps Enhanced Ethernet - Classic	$375.00	$0.00
80 Mbps Enhanced Ethernet - Classic	$390.00	$0.00
90 Mbps Enhanced Ethernet - Classic	$400.00	$0.00
100 Mbps Enhanced Ethernet - Classic	$435.00	$0.00
200 Mbps Enhanced Ethernet - Classic	$500.00	$0.00
300 Mbps Enhanced Ethernet - Classic	$550.00	$0.00
400 Mbps Enhanced Ethernet - Classic	$660.00	$0.00
500 Mbps Enhanced Ethernet - Classic	$750.00	$0.00
600 Mbps Enhanced Ethernet - Classic	$800.00	$0.00
700 Mbps Enhanced Ethernet - Classic	$860.00	$0.00
800 Mbps Enhanced Ethernet - Classic	$940.00	$0.00
900 Mbps Enhanced Ethernet - Classic	$1,075.00	$0.00
1000 Mbps Enhanced Ethernet - Classic	$1,390.00	$0.00

*MRC price is for those locations with on-net facilities. If special construction or other unforeseen costs arise, Lumen will work with the State on ICB pricing.

**Additional CenturyTel EVC's are an additional $50.00/mo

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EXHIBIT A-2
INTERNET SERVICES SERVICE SCHEDULE

.

1. General. This Service Schedule is applicable where Customer orders Lumen Internet Services (which may also be called Dedicated Internet Access, Internet Services, High Speed IP, IP Transit Services or CenturyLink IQ Networking Internet Port ("Internet Port") on ordering, invoicing, or other documentation). The Service is also subject to the Master Service Agreement executed between Lumen and Customer, and if none, Lumen's standard Master Service Agreement (the "Agreement"). Lumen may subcontract the provision of the Service in whole or part, provided that Lumen remains responsible for the Service to Customer as set forth herein. Capitalized terms used but not defined herein have the definitions given to them in the Agreement.

1.1 Additional General Terms. Service charges are exclusive of taxes and presented without reduction for any Withholding Tax, all of which are the responsibility of the Customer. "Withholding Tax" means any amount or account of tax on sources of income which a payor is obliged to deduct from payments due to a recipient and account for or to any tax authority. In the event that any payment to be made to Lumen hereunder should be subject to reduction by reason of a Withholding Tax, Customer agrees to pay Lumen such amounts as would have been necessary so that the aggregate net amount received by Lumen after application of a Withholding Tax is the same amount as would have been received by Lumen if there had been no requirement to deduct or withhold such tax. For Services provided outside the United States, Customer or its local affiliate may be required to enter into a separate local country addendum/agreement (as approved by local authorities) ("LCA") with the respective Lumen affiliate that provides the local Service(s). Such Lumen affiliate will invoice Customer or its local affiliate for the respective local Service(s).

2. Services.

2.1 Service Description. Lumen Internet Services are high speed symmetrical Internet services providing access to the Lumen IP network and the global Internet ("Service"). The Service is generally available via Ethernet connections from 10/100 Mbps ports to 100Gbps ports. Additional features and functionality may include:

a. IP Addresses. IP Address space with proper justification.

b. Primary DNS / Secondary DNS. Primary or Secondary DNS as requested.

c. Static routing / BGP peering. Static routing or BGP peering options available.

d. On-line bandwidth utilization reports. On-line bandwidth utilization reports available through the customer portal.

e. Basic security service. Subject to Customer having Lumen-approved routers, included as part of the Service is a one-time per 12 month period ability to request Lumen to temporarily (i.e. for up to 24 hours): (i) apply a temporary access control list (ACL) with up to 10 rules on such routers; (ii) set up firewall filters specifying IPs, subnets, ports, and protocols; and (iii) configure null routes. Requests that exceed this duration or frequency will be charged at $1000 per hour with a minimum charge of $4000.

2.2 Billing Types.

Fixed-rate. Service with fixed-rate, flat rate, or tiered billing provides a set amount of bandwidth at a fixed-rate MRC ("Fixed-rate"). No usage element applies. Customer will not be permitted to exceed the contracted bandwidth level, provided that if Customer also orders Dynamic Capacity (where available), bandwidth and the associated charges may be adjusted as set forth in the separate terms for Dynamic Capacity.

Burstable. For Service provided with burstable bandwidth, the MRC is based on Committed Information Rate ("CIR") (which is also called a Committed Data Rate ("CDR")). The CIR/CDR is the minimum Internet bandwidth that will be billed to Customer each month regardless of actual usage. Burstable usage is any usage in excess of CIR/CDR. Burstable usage charges will apply on a per Mbps basis at the rate stated in the Order. Burstable usage charges will be billed on a 95th percentile basis. Usage levels are sampled every five minutes, for the previous 5 minute period, on both inbound and outbound traffic. At the end of the bill cycle, the highest 5% of the traffic samples for each inbound and outbound will be discarded, and the higher of the resulting inbound and outbound values will be used to calculate any applicable usage. If available and identified in the applicable Order, a Peak Information Rate (PIR) or Peak Data Rate (PDR) may apply, which is the maximum available bandwidth.

Aggregate Burstable. Burstable Services may also be provided on an aggregated basis. For Aggregate Burstable Service, the bandwidth MRC is based on the Aggregate Committed Information Rate ("ACIR") (which is also called an Aggregate Committed Data Rate ("ACDR")). The ACIR/ACDR is the minimum Internet bandwidth that will be charged to Customer each month regardless of actual usage. Aggregate Burstable Usage is any usage in excess of ACIR/ACDR. Aggregate Burstable Usage charges will apply on a per Mbps basis at the rate stated in the Order. Aggregate Burstable Usage is calculated on a 95th percentile basis across all included ports.

2.3 On-Net and Off-Net Access. Access services provided entirely on the Lumen owned and operated network ("Network") are "On-Net Access Services". Additionally, Lumen may use third parties to reach Customer's site from the Lumen Network ("Off-Net Access Services"). Local Access may be provisioned utilizing one of the following service technologies: special access, ethernet local access, multi-tenant unit (MTU) access, or wavelength local access.

2.4 Converged Voice-Internet Service. Where Customer orders Internet Services bundled with Level 3 Enterprise Voice SIP Based Services only, such charges will show on the invoice as Converged Voice-Internet Service. For clarification, the Converged Voice-Internet Service is treated as a single Service and if Customer wishes to unbundle or terminate a part of the Converged Voice-Internet Service, early termination liability may apply, and Customer will be required to execute new orders for the desired stand-alone Service.

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2.5 Lumen Arranged Third Party Procured Internet Services. For certain Service locations (including but not limited to where Lumen may lack relevant licenses to provide such service), Lumen may agree to arrange Internet Services using third party providers ("Third Party Internet Service"). Examples of such locations include, but are not limited to, service locations in China (excluding Hong Kong), India, Indonesia, Malaysia, New Zealand, Philippines, South Korea, Taiwan, Thailand, and Vietnam. Service options vary on a country by country basis and may include access to the Internet via overbooked and/or non-overbooked connections, DSL technology, private leased circuits (fixed or wireless), and/or satellite. Specific service details (access type, e.g. downstream/upstream speed, customer premises equipment requirements, and number of IP addresses) also differ on a country by country basis. Customer understands and acknowledges that Third Party Internet Service will, if requested by Customer, be provided by third party subcontractor(s) to Lumen and accordingly, is provided on an as-is basis. Notwithstanding the foregoing, Customer may report faults and/or outages in Third Party Internet Service to Lumen on a 24x7 basis and, in such circumstances, Lumen will contact the applicable third-party service provider with a view to restoring service as quickly as possible. Customer will reasonably cooperate with the requests of such providers of Third Party Internet Service to enable installation, maintenance, repair, and disconnection of Services. Burstable and Aggregate Burstable pricing methodologies, as well as on-line bandwidth utilization reports, are not available for Third Party Internet Service.

2.6 Third Party Peer Destined Traffic. If at any time Lumen's provision of High Speed IP (any bandwidth) or Dedicated Internet Access (10G port sizes only) Service to Customer (and/or any of its Affiliates) (each a "Transit Party") results in unbalanced traffic ratios between Lumen and any other third party peer network that would negatively impact any of Lumen's peering relationships, Lumen shall provide written notice to the Transit Party triggering the unbalanced traffic ratios along with a 30-day opportunity to cure such traffic imbalance ("Balance Cure Period") during which Lumen and the relevant Transit Party will cooperate to cure the traffic imbalance. Lumen will clearly identify to the Transit Party the traffic imbalance volume and location(s) of imbalance with said peer. If the Transit Party fails to cure the traffic imbalance within that Balance Cure Period, Lumen may, in good faith discussions with the Transit Party, take appropriate action, which may include termination of one or more Internet ports, to return traffic ratios to be within compliance of the peering provider. Notwithstanding the foregoing, if an emergency condition exists ("emergency condition" for purposes on this section is considered to be traffic conditions which threaten a material and adverse impact on Lumen's network or its peers' networks), which requires Lumen to balance traffic with its' peers, then Lumen may in its' sole reasonable discretion, take appropriate action without the Transit Party's consent, which may include but is not limited to, suspending traffic on the affected port(s), to remedy such emergency condition; provided, that in such event, Lumen shall provide as much notice as is practicable under the particular emergency condition.

2.7 Intended Use. Any High Speed IP (any bandwidth) or Dedicated Internet Access (10G port sizes only) Service is intended to be used for a mixture of internet destinations and not for traffic overly weighted towards individual networks. As such, if more than 25% of total traffic on those particular Services is carried across Lumen's inter-continental backbone links or more than 25% of total traffic (excluding traffic terminating to AS3356 or AS209) is sent towards an individual egress network (either third party peer networks or Lumen end customer networks), then Lumen may choose to issue written notification to Customer to remedy the imbalance, after which Customer will work with Lumen in good faith to remedy such imbalance. Notwithstanding the foregoing, if Customer fails to remedy the imbalance within ten (10) working days of such notification and such imbalance is of a nature that does or will negatively affect (i) the Lumen (or its Affiliates) network in a technical and/or operational manner or (ii) the hardware, systems or services of other orders of Lumen or any Lumen Affiliate, then Lumen, in its sole discretion, shall have the right to a) charge Customer for traffic breaching the limits above at an "excess burst" rate of 1.5x the negotiated CDR rate per Mbps; or b) use technical means to withdraw access to these destinations from those Services.

2.8 Service Levels. Lumen Internet Services are subject to the Lumen Service Level Agreement pursant to Exhibit B of the Agreement.

3. Customer Responsibilities.

3.1 Charges. Customer shall be billed non-recurring charges ("NRC") and monthly recurring charges ("MRC") for Service as set forth in an Order(s). NRC include applicable installation charges for local-access circuit, port connection, and bandwidth. MRC include local-access charges, port connection charges, and bandwidth charges. Other charges, including but not limited to usage-based charges, may apply as stated in the Order(s). The Services are available with Fixed-rate, Burstable, or Aggregate Burstable billing types.

3.2 Additional Customer Responsibilities. Customer is solely responsible for all equipment and other facilities used in connection with the Service which are not provided by Lumen. All IP addresses, if any, assigned to Customer by Lumen shall revert to Lumen upon termination of Service, and Customer shall cease using such addresses as of the effective date of termination. Unless the parties otherwise agree in writing, Customer has sole responsibility for ordering, securing installation, and ensuring proper operation of any and all equipment required to enable Customer to receive the Service.

3.3 Resale Restriction. Notwithstanding anything to the contrary in the Agreement, Customer is prohibited from reselling any Internet Service or any ports provided hereunder as a stand-alone service to a third party without the express written consent of Lumen, provided, however that Customer may bundle any Internet Service or any ports provided pursuant to this Service Schedule with any other Lumen services (to the extent resale of those service is allowed) or the services of Customer and resell such bundled service to Customer's subscribers and its customers. The Parties agree that the preceding is not applicable to Converged Voice-Internet Service, and Customer is prohibited from reselling any Converged Voice-Internet Service unless the parties enter into an amendment signed by authorized representatives of both parties.

3.4 Business Contact Information. Customer must provide to Lumen the names of and contact information ("Business Contact Information") for its employees ("Business Contacts") who have purchasing or other responsibilities relevant to Lumen's delivery of international Service under this Service Schedule. Customer consents to Lumen's and its affiliates or subcontractors' use and transfer to the United States of Business Contact Information for the purpose of: (a) fulfilling its obligations under this Service Schedule; and (b) providing information to Customer about Lumen's products and services via these Business Contacts. Customer represents that the Business Contact Information is accurate and that each Business

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EXHIBIT A-2
INTERNET SERVICES SERVICE SCHEDULE

Contact has consented to Lumen's processing of their Business Contact Information for the purposes set forth in this Service Schedule. The Business Contact Information provided by Customer has been collected, processed, and transferred in accordance with applicable laws, including, where applicable, any necessary notification to the relevant data protection authority in the territory in which Customer is established ("Authority"). Customer will notify Lumen promptly of staffing or other changes that affect Lumen's use of Business Contact Information. Lumen will have in place technical and organizational measures that ensure a level of security appropriate to the risk represented by the processing and the nature of the Business Contact Information and that protects such information against accidental or unlawful destruction or accidental loss, alteration, and unauthorized disclosure or access. Lumen will use the information only for the express purposes set forth in this Service Schedule. Lumen will identify a contact authorized to respond to inquiries concerning processing of Business Contact Information and will reasonably cooperate in good faith with Customer and the Authority concerning all such inquiries without excessive delays.

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EXHIBIT A-2
INTERNET SERVICES SERVICE SCHEDULE

INTERNET PRICING ATTACHMENT

Dedicated Internet Access Pricing:

Total price below: includes port, access and logical service

Access Speed	Bandwidth (CDR)	Monthly Rate*
Fast Ethernet (100 Mbps)	10 Mbps	$275.00
Fast Ethernet (100 Mbps)	20 Mbps	$290.00
Fast Ethernet (100 Mbps)	30 Mbps	$315.00
Fast Ethernet (100 Mbps)	40 Mbps	$330.00
Gigabit Ethernet (1000 Mbps)	50 Mbps	$350.00
Gigabit Ethernet (1000 Mbps)	100 Mbps	$450.00
Gigabit Ethernet (1000 Mbps)	500 Mbps	$650.00
Gigabit Ethernet (1000 Mbps)	1000 Mbps	$800.00

Access Speed	Bandwidth (CDR)	Monthly Rate*
10-Gigabit Ethernet (10000 Mbps)	1000 Mbps	$1,000.00
10-Gigabit Ethernet (10000 Mbps)	2000 Mbps	$1,300.00
10-Gigabit Ethernet (10000 Mbps)	3000 Mbps	$1,800.00
10-Gigabit Ethernet (10000 Mbps)	5000 Mbps	$2,600.00
10-Gigabit Ethernet (10000 Mbps)	10000 Mbps	$3,800.00

**** Pricing is for On-Net Locations Only***
**** New Sites that Require Fiber Construction May Have Increased ICB Rates.***
**** Installation Waived for On-Net locations.***

Managed Router Add-on Options:

Speed Range	Router (Or equivalent)	MRC
10M - 250M	C1111-ET-03	$134.00
150M - 500M	C4431-ET-04	$350.00
500M - 1Gig	C4451X-ET-04	$480.00
1Gig - 10Gig	CASR920-ET-08*	$174.00
1Gig - 10Gig	ASR1001X-ET-01**	$630.00

**CASR920-ET-08. IPSec, NAT, and DIA BGP are not supported.*
BFD/NetFlow are mutually exclusive.
***ASR1001X-ET-01 is designed for large sites utilizing Ethernet WAN circuits.*
All Ethernet ports are SFP based. Provides two Optical 10GigE SMF SFPs.
AAIS license included. TDM to IP VoIP not supported.

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EXHIBIT A-3
DOMESTIC CENTURYLINK IQ® NETWORKING SERVICE EXHIBIT

CenturyLink IQ Networking is subject to the Local Access Service Exhibit, and the CenturyLink Master Service Agreement between Customer and CenturyLink. Port types that require Rental CPE are also subject to the Rental CPE Service Exhibit. All capitalized terms that are used but not defined in this Attachment are defined in the Agreement or Service Exhibit.

1. General. Domestic CenturyLink IQ® Networking Service ("Service") is provided by CenturyLink QCC under the terms of the Agreement, this Service Exhibit, and any signed quotes or Order Forms between CenturyLink QCC and Customer.

2. Service.

2.1 Description. Service is a data, IP, and a network management solution that is designed for connectivity between Customer's sites or public Internet connectivity.

2.2 Ports. CenturyLink offers Service in the following port ("Port") types:

(a) Internet Port. Internet Ports provide public Internet connectivity.

(b) Private Port. Private Ports provide WAN connectivity between Customer sites. Customer may allocate Private Port traffic up to 10 different closed user groups. Customer may request more than 10 point-to-point closed user groups for an additional charge. Quality of service ("QoS") traffic prioritization can be used with Private Ports. Ethernet Private Ports with real-time traffic that require QoS are subject to local access limitations.

(c) CenturyLink IQ+® Port. A CenturyLink IQ+ Port is a bundled solution that includes the following: (i) the functionality of a Private Port, (ii) Local Access, (iii) Monitor and Notification for a CenturyLink provided or approved router, (iv) End-to-End Performance Reporting, and (v) optional CenturyLink provided router as Rental CPE and Priority Queuing. The Local Access and CenturyLink provided router for domestic Service are subject to the Local Access Service Exhibit and CenturyLink Rental CPE Service Exhibit (including the applicable Detailed Description), respectively. Customer may provide a router approved by CenturyLink. Domestic Service with a CenturyLink provided router includes 8x5 NBD maintenance using ProMET® Remote Standard Service or 24x7 on-site maintenance using ProMET® On-Site Premium Service at Customer qualified sites. CenturyLink may use repackaged Rental CPE or substitute the Rental CPE with other CPE. Customer is responsible for any trouble shooting and repair of equipment on Customer's side of the router. Domestically, a CenturyLink IQ+ Port is only available in a CenturyLink determined data center.

(d) CenturyLink IQ+® Cloud Port. A CenturyLink IQ+ Cloud Port is a bundled solution that provides: (i) private connectivity between Customer's Private Port sites and Customer resources in CenturyLink determined data centers and/or cloud service provider environments, (ii) Local Access (Data Center Access), (iii) Monitor and Notificationand (iv) End-to-End Performance Reporting. Customer can use all Private Port features defined in the Private Port section above. Access within data centers and cloud service provider environments may include shared or virtualized services where available. Customer understands that cloud-related services are contracted separately.

2.3 Network Management Service. CenturyLink Network Management Service ("NMS") is a feature available for all Ports. For CenturyLink IQ+ Cloud Ports, the only available type of NMS is Monitor and Notification. Select Management or Comprehensive Management is available with domestic Ports. The feature provides performance reporting, change management, configuration management, fault monitoring, management and notification of CPE and network related issues. Customer may also request NMS management features for devices not associated with a CenturyLink IQ Networking Port in domestic locations with CenturyLink's prior approval. The NMS management types are set forth in more detail below.

(a) Monitor and Notification. Monitor and Notification can be included with CenturyLink IQ+ Ports and CenturyLink IQ+ Cloud Ports and is an optional NMS feature for the other Port types. CenturyLink will monitor the Customer devices 24x7x365 for up/down status using ICMP ping. CenturyLink will notify Customer if no response is received for a designated period. NMS will not provide any troubleshooting and incident resolution for device or network faults. "Monitor & Notification" is the only NMS option available for devices that do not support SNMP and/or are not certified for NMS.

(b) Select Management. Select Management can be included with any eligible domestic Port, except for CenturyLink IQ+ Cloud Ports. CenturyLink will monitor Customer devices 24x7x365 for up/down status as well as provide 24x7x365 remote performance monitoring, reporting, and ticketing via an NMS online portal for devices supported by CenturyLink, fault monitoring, management, and notification (detection, isolation, diagnosis, escalation and remote repair when possible), change management supported by CenturyLink (up to 12 changes per year), asset management (device inventory), and configuration management (inventory of customer physical and logical configuration). Customer must make change management requests via Control Center at https://controlcenter.centurylink.com. Select Management only supports basic routing functions. NMS does not include new CPE initial configuration, lab testing, lab modeling, or on-site work of CPE. The NMS supported device list and a standard change management list are available on request and are subject to change without notice.

(c) Comprehensive Management. Comprehensive Management can be included on any eligible Port, except for CenturyLink IQ+ Cloud Ports. Comprehensive Management includes all of the Select Management features as well as total customer agency and change management (up to 24 configuration changes per year) of complex routing functions within routers, switches, and firewall modules. This includes configuration and management of complex routing, switching, device NIC cards, firewall module configurations, and basic router internal firewall functions. CenturyLink acts as the Customer's single point of contact in managing the resolution of all service, device, and transport faults covered by Comprehensive Management and will work with any third party hardware and/or transport providers the Customer has under contract until all network issues are successfully resolved. With Internet security protocol ("IPSec"), CenturyLink can configure full mesh, partial mesh, or hub-and-spoke topologies with secure tunnels for remote communication between Customer locations. IPSec is only available on approved Cisco and Adtran devices. IPSec opportunities greater than 25 devices or with other manufacturer's devices require CenturyLink approval before submitting an order.

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(d) CenturyLink Responsibilities. For NMS, CenturyLink will provide Customer with a nonexclusive service engineer team, which will maintain a Customer profile for the portion of the Customer's network where the devices covered by NMS reside. CenturyLink will work with Customer to facilitate resolution of service affecting issues with Select Management or Comprehensive Management.

(e) Customer Responsibilities.

(i) Customer must provide all information and perform all actions reasonably requested by CenturyLink in order to facilitate installation of NMS. If Customer limits or restricts CenturyLink's read/write access to a device, CenturyLink cannot support configuration backups. Customer is responsible for supporting CenturyLink in access, troubleshooting, and configuration requests made in accordance with normal troubleshooting and repair support activities. For Out-of-Band management related to fault isolation/resolution, Customer will provide and maintain a POTS line for each managed device. "Out-of-Band" means a connection between two devices that relies on a non-standard network connection, such as an analog dial modem, which must be a CenturyLink certified 56k external modem. Additionally, Customer will provide a dedicated modem for each managed device. It is not mandatory that Customer have a POTS line but Customer must understand that CenturyLink will not be able to troubleshoot issues if the device covered by NMS cannot be reached. Service related outages requiring access to the device for troubleshooting and repair purposes will impact the eligibility of any associated SLA credits.

(ii) For Comprehensive Management, Customer must execute the attached Letter of Agency (Attachment 1) to authorize CenturyLink to act as Customer's agent solely for the purpose of accessing Customer's transport services.

(iii) Depending on transport type, Customer's managed devices must comply with the following set of access requirements: (A) for NMS delivered via IP connectivity with an Internet Port or other public Internet service, devices must contain an appropriate version of OS capable of establishing IPsec VPNs; and (B) for NMS delivered with a Private Port, CenturyLink will configure a virtual circuit to access Customer's device at no additional charge. CenturyLink will add the NMS network operations center to the Customer closed user group to manage the devices within Customer's network.

(iv) Customer must provide a routable valid IP address to establish the NMS connection. Customer's primary technical interface person must be available during the remote installation process to facilitate installation of NMS. All Customer devices managed under NMS must be maintained under a contract from a CenturyLink approved onsite CPE maintenance provider. The response times for which Customer contracts with its CPE maintenance provider will affect CenturyLink's timing for resolution of problems involving Customer provided devices. The performance of the CPE maintenance provider is Customer's responsibility.

(v) Customer may not reverse engineer, decompile, disassemble or apply any other process or procedure to alter any CPE, software, or other component of this Service for any purpose.

2.4 End-to-End Performance Reporting. End-to-End Performance Reporting is a feature included all Ports, except for Ports with VPLS. Customer must include CenturyLink as a member of each closed user group. The feature includes a report based on data collected from Customer's traffic within its closed user groups and measures availability, jitter, latency, and packet delivery between Customer's edge routers, between CenturyLink's routers, and between Customer's edge routers and CenturyLink's routers. The data contained in the report is measured differently than the goals contained in the SLA applicable to the Service and is for informational purposes only. Customer is not entitled to SLA credits based on the data in the report. Customer may access the report in the Control Center portal. Some quote forms or other associated documents may use "End-to-End Performance Monitoring" to mean "End-to-End Performance Reporting".

2.5 Multicast. Multicast is an optional feature for Private Ports. The feature enables IP multicast on the CenturyLink IP network. Customer must configure its edge devices with CenturyLink designated multicast protocol specifications and use the CenturyLink designated IP address range for Customer's multicast applications. The standard feature allows up to ten sources of multicast traffic per Customer, but CenturyLink may permit a limited number of additional sources.

2.6 VPLS. Layer 2 virtual private LAN service ("VPLS") is optional feature for Private Ports only. VPLS is not available for CenturyLink IQ+ Ports or CenturyLink IQ+ Cloud Ports. Private Ports with VPLS are supported on CenturyLink-certified Cisco equipment and are limited to the following connection and encapsulation methods: Ethernet 10 Mbps, 100 Mbps, 1000 Mbps with Ethernet encapsulation; DS1 and DS3 with Frame Relay encapsulation, and OC3 with ATM encapsulation. The following features are not available with Private Ports with VPLS: (a) usage reports; (b) the Precise Burstable or Data Transfer pricing methodologies; (c) the SLA's Reporting Goal; (d) VPN Extensions and (e) End-to-End Performance Reporting.

2.7 VPN Extensions. A VPN Extension is an optional feature for layer 3 multi protocol label switching ("MPLS") Private Ports. The feature allows Customer to extend its Layer 3 MPLS closed user groups to Customer locations that are not served by CenturyLink's MPLS network ("Remote Location"). Customer can establish a tunnel through the Internet between the Customer's CPE at the Remote Location (separately purchased and managed by Customer) and the CenturyLink network device. The Customer provided CPE must support the CenturyLink service configurations and be installed as designated by CenturyLink or as otherwise agreed upon by the parties. Customer is responsible for the installation, operation, maintenance, use and compatibility of the Remote Location CPE. Customer will cooperate with CenturyLink in setting the initial configuration for the Remote Location CPE interface with the VPN Extension Service. Customer must use IP connectivity at the Remote Location that includes a static public IP address.

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(a) Exclusions. CenturyLink will not debug problems on, or configure any internal or external hosts or networks (e.g., routers, DNS servers, mail servers, www servers, and FTP servers). All communication regarding the VPN Extension must be between CenturyLink and a Customer approved site contact that has relevant experience and expertise in Customer's network operations. The following features are not available with VPN Extensions: (i) End-to-End Performance Reporting; (ii) QoS; (iii) VPLS; and (iv) Multicast. VPN Extensions are not subject to the SLA.

2.8 Backbone Prioritization/Priority Queuing. Backbone Prioritization and Priority Queuing is an optional feature available with individual domestic Private Ports, CenturyLink IQ+ Ports, and CenturyLink IQ+ Cloud Ports. When this feature is configured on such Port, traffic originating from that Port will be designated at a higher class of service to the CenturyLink IP network than traffic originating from such Ports without the feature or Internet Ports. If Customer desires the feature for traffic between two or more such Ports, the feature must be ordered for each such Port. The benefit from this feature is realized during periods of high network congestion. The feature may not be available at all locations or with Multicast in certain circumstances.

3. Ordering. For purposes of this Service Exhibit, "Order Form" means an electronic order confirmation process using an architecture confirmation document ("ACD") or other document that Customer and CenturyLink mutually agree to prior to submitting a Service order request. CenturyLink must approve each Order Form and Customer must send it via e-mail, fax, or other CenturyLink-approved electronic process to CenturyLink. Subject to availability, CenturyLink will assign /29 Internet address space for Customer during the use of a Port. Neither Customer nor any End Users will own or route these addresses. Upon termination of Service, Customer's access to the IP addresses will cease. If Customer requests special sequencing for Port installation, Customer must designate a Key Port. A "Key Port" is a Port that must be available on the network before adding additional domestic Port locations. The installation of the Key Port will determine the timelines for the installation of other domestic Ports. Customer may designate one Key Port within its CenturyLink IQ Networking network topology by notifying CenturyLink in writing of that request. Unless the parties otherwise agree in writing, Customer has sole responsibility for ordering, securing installation and ensuring proper operation of any and all equipment required to enable Customer to receive the Service.

4. Charges. Customer must pay all applicable MRCs and NRCs set forth in an attached pricing attachment, offer attachment, or a valid signed CenturyLink issued quote or Order Form. Charges will commence within five days after the date CenturyLink notifies Customer that Service is provisioned and ready for use ("Service Commencement Date"). Customer may order multiple Ports with multiple pricing methodologies in accordance with the pricing methodologies set forth below. Customer may change the pricing methodology (e.g., from Flat Rate to Precise Burstable) of a Port if: (a) the Port's new MRC remains the same or greater than the old MRC, and (b) the Port starts a new Service Term that is equal to or greater than the remaining number of months in the old Service Term, subject to a 12 month minimum. CenturyLink may change rates after the completion of a Port's Service Term with 60 days' notice. The net rate MRCs set forth in the pricing attachment, offer attachment or valid signed CenturyLink issued quote or Order Form will be used to calculate Contributory Charges. Net rate MRCs are lieu of all other rates, discounts, and promotions. The End-to-End Performance Reporting, VPN Extension, SIG and Multicast features are provided on a month-to-month basis and either party may cancel a feature with 30 days' prior written notice to the other party. CenturyLink may upon 30 days prior written notice to Customer modify those features, including without limitation, their rates. If a CenturyLink IQ+ Port uses Data Center Access as the access type, that Port will be understood to be a CenturyLink IQ+ Cloud Port.

4.1 Pricing Methodologies.

(a) Flat Rate. The Flat Rate pricing methodology bills Customer a specified MRC for a given Port speed regardless of Customer's actual bandwidth utilization.

(b) Tiered. The Tiered pricing methodology caps Customer's bandwidth at the tier specified on an Order Form and bills the Customer a fixed MRC based on that bandwidth tier regardless of Customer's actual bandwidth utilization. No more than once per month, Customer may change its specific bandwidth tier (e.g., 2 Mbps to10 Mbps) within the applicable Port classification (e.g., Ethernet, Fast Ethernet). Customer may not change its bandwidth from one Port classification to another.

(c) Precise Burstable. Usage samples are taken every five minutes throughout the monthly billing cycle. Only one sample is captured for each five-minute period, even though there are actually two samples taken; one for inbound utilization and one for outbound utilization. The higher of these two figures is retained. At the end of the billing period, the samples are ordered from highest to lowest. The top 5% of the samples are discarded. The highest remaining sample is used to calculate the usage level, which is the 95th percentile of peak usage. For each Precise Burstable Port, Customer will pay an MRC calculated by multiplying Customer's 95th percentile of peak usage in a given month by the applicable MRC per Mbps. There is a minimum usage amount within each Precise Burstable Port classification ("Precise Burstable Minimum"). Customer will be billed the greater of the Precise Burstable Minimum or the actual charges based upon its 95th percentile of peak usage.

(d) Data Transfer. Usage samples are taken every five minutes throughout the Customer's monthly billing cycle. Samples are taken for both in-bound utilization and out-bound utilization. Customer will be billed for the sum total of both inbound and outbound utilization. Charges are applied using a stepped or "metered" methodology such that Customer's traffic will be billed incrementally at each volume tier. For example, if Customer's total volume on a DS1 circuit is 10 GB, the first 7 GB of such total would be billed at the 0-7 GB tier, and the remaining 3 GB would be billed at the 7.01-17 GB tier. For each Data Transfer Port ordered hereunder, Customer will pay an MRC calculated by multiplying Customer's volume of data transferred in a given month (in GBs) by the applicable MRC per GB. Within each Data Transfer Port classification (e.g., DS1, DS3), Customer will be subject to the minimum usage amount set forth in the column heading of the applicable Data Transfer pricing table ("Data Transfer Minimum"). Customer will be billed the greater of the Data Transfer Minimum or the actual charges based upon its actual volume of data transferred. Data Transfer pricing is only available if Customer's premises-based router uses HDLC, PPP, or MLPPP line encapsulation.

5. Term; Cancellation.

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EXHIBIT A-3
DOMESTIC CENTURYLINK IQ® NETWORKING SERVICE EXHIBIT

5.1 Term. The term of an individual Port (and associated features/Services, if applicable) begins on the Service Commencement Date for that Port and continues for (a) the service term shown on the valid signed CenturyLink issued quote, Order Form, or the pricing attachment or (b), if a service term is not shown in a quote, Order Form, or a pricing attachment, one year. If Service is installed at multiple Customer locations or with multiple Ports at a Customer location, each separate Port (and associated features/Services) will have its own Service Commencement Date. Upon expiration of a Service Term, individual domestic Ports (and associated features/Services) will remain in effect on a month-to-month basis until canceled by either party with 60 days' notice.

5.2 Cancellation. Upon cancellation of a Service, Customer will remain liable for charges accrued but unpaid as of the cancellation date. If a Port and associated features/Services is canceled by Customer other than for Cause, or by CenturyLink for Cause, before the conclusion of its Service Term or Upgrade Service Term (as described in the "Upgrades" section), Customer will pay a "Cancellation Charge" equal to the amounts set forth below. "Cause" means the failure of a party to perform a material obligation under the Agreement, which failure is not remedied: (a) for payment defaults by Customer, within five days of separate written notice from CenturyLink of such default; or (b) for any other material breach, within 30 days after written notice (unless a shorter notice period is identified in a Service Attachment).

(a) Domestic Internet Port orPrivate Ports: (i) 100% of the Port and NMS MRCs multiplied by the number of months remaining in the first 12 months of the initial Service Term (or Upgrade Service Term), if any, plus (ii) 35% of the balance of those MRCs multiplied by the number of months remaining to complete the initial Service Term (or Upgrade Service Term) beyond the first 12 months, plus (iii) the amount of any NRCs discounted or waived if the Port has not remained installed for at least 12 months.

(b) CenturyLink IQ+ Ports and CenturyLink IQ+ Cloud Ports**:** (i) 100% of the CenturyLink IQ+ Port or CenturyLink IQ+ Cloud Port MRC (and associated features/Service MRCs if applicable) multiplied by the number of months remaining in the first 12 months of the initial Service Term, if any; plus (ii) 75% of the those MRCs multiplied by the number of months remaining to complete 24 months of the initial Service Term, if any; plus, if applicable, (iii) 50% of those MRCs multiplied by the number of months remaining to complete the remainder of the Service Term.

5.3 Waiver of Cancellation Charges.

(a) Upgrades. CenturyLink will waive the Cancellation Charges for a domestic Port if Customer: (i) upgrades a Port to another Port with a higher bandwidth (e.g., from a DS1 to a DS3) within the same pricing methodology and the new Port's MRC (with Local Access) is equal to or greater than the combined MRCs of the Port and the associated Local Access Service being terminated; or (ii) upgrades the Port type to a higher Port type (e.g., from an Internet Port to a Private Port or CenturyLink IQ+ Port) within the same pricing methodology. All upgraded Ports must start a new Service Term equal to or greater than the replaced Port's remaining Service Term, subject to a 12 month minimum ("Upgrade Service Term"). If Customer cancels the upgraded Port before the completion of the Upgrade Service Term, Customer will pay the Cancellation Charges set forth in the Cancellation section above. In some cases an upgrade to a Port may trigger a Local Access charge under the Local Access Service Exhibit. Customer can upgrade a CenturyLink IQ+ Port from 8x5 NBD Remote to 24x7 On-Site maintenance or upgrade a CenturyLink IQ+ Port's NMS feature to Select Management or Comprehensive Management without restarting the Service Term.

(b) Migration to Other CenturyLink Services. CenturyLink will waive the Cancellation Charges for a domestic Port if Customer migrates the Port to a new Data Bundle solution (a "New Service") as long as: (i) the New Service's MRC is equal to or greater than the combined MRCs of the Port and the associated Local Access Service being terminated; (ii) the New Service's minimum service term is at least as long as the then remaining Service Term of the Port being terminated; and (iii) the New Service is available.

6. Additional Disclaimer of Warranty. In addition to any other disclaimers of warranty stated in the Agreement, CenturyLink makes no warranty, guarantee, or representation, express or implied, that all security threats and vulnerabilities will be detected or that the performance of the Services will render Customer's systems invulnerable to security breaches. Customer is responsible for Customer's own network security policy (including applicable firewall and NAT policies) and security response procedures.

7. E-mail Notification. Customer acknowledges and agrees that CenturyLink may contact Customer via e-mail at the e-mail address provided to CenturyLink when Customer ordered the Service for any reason relating to the Service, including for purposes of providing Customer any notices required under the Agreement. Customer agrees to provide CenturyLink with any change to its e mail address.

8. AUP. All use of the Services must comply with the AUP as set forth in Exhibit H, attached hereto. . CenturyLink may reasonably change the AUP to ensure compliance with applicable laws and regulations and to protect CenturyLink's network and customers. Any changes to the AUP will be consistent with the purpose of the AUP to encourage responsible use of CenturyLink's networks, systems, services, Web sites, and products.

9. SLA. Service Level Agreements for this Service are set for in Exhibit B of the Contract.

10. Other Terms.

10.1 General. Any references to a Revenue Commitment or Contributory Charges will not apply to this Service Exhibit.

10.2. Cancellation and Termination Charges. This section replaces the Cancellation and Termination Charges set forth in the Agreement:

> **Termination.** Either party may terminate a specified Service: (a) as set forth above with 60 days' prior written notice to the other party, or (b) for Cause. Customer may cancel an Order (or portion thereof) for Service prior to the delivery of a Connection Notice upon written notice to CenturyLink identifying the affected Order and Service. If Customer does so, Customer will pay CenturyLink the termination charges set forth above, in addition to any and all charges that are accrued but unpaid as of the termination date. If the Agreement is

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terminated by Customer for any reason other than for Cause, or by CenturyLink for Cause prior to the conclusion of the Term, all Services are deemed terminated, and Customer will pay the termination charges set forth above, in addition to any and all charges that are accrued but unpaid as of the termination date.

10.3 Installation, Maintenance and Repair. The following are supplemental terms to the Scheduled Maintenance and Local Access section of the Agreement: (a) Provision of Services is subject to availability of adequate capacity and CenturyLink's acceptance of a complete Order Form and (b) Customer is responsible for any facility or equipment repairs on Customer's side of the demarcation point. Customer may request a technician dispatch for Service problems. Before dispatching a technician, CenturyLink will notify Customer of the dispatch fee. CenturyLink will assess a dispatch fee if it determines the problem is on Customer's side of the demarcation point or was not caused by CenturyLink's facilities or equipment on CenturyLink's side of the demarcation point. "Order Form" includes both order request forms and quotes issued by CenturyLink. If a CenturyLink service requires a quote to validate the Order Form pricing, the quote will take precedence over the order request form, but not over the Service Exhibit.

10.4 Service Notices. Notices for disconnection of Service must be submitted to CenturyLink via Email at: BusinessDisconnects@Centurylink.com. Notices of non-renewal for Services must be sent via e-mail to: CenturyLink, Attn.: CenturyLink NoRenew, e-mail: Norenew@centurylink.com. Notices for billing inquiries/disputes or requests for Service Level credits must be submitted to CenturyLink via Customer's portal at https://www.centurylink.com/business/login/ or via Email at: Care.Inquiry@Centurylink.com. All other routine operational notices will be provided by Customer to its CenturyLink sales representative.

10.5 CPNI. CenturyLink is required by law to treat CPNI confidentially. Customer agrees that CenturyLink may share CPNI within its business operations (e.g., wireless, local, long distance, and broadband services divisions), and with businesses acting on CenturyLink's behalf, to determine if Customer could benefit from the wide variety of CenturyLink products and services, and in its marketing and sales activities. Customer may withdraw its authorization at any time by informing CenturyLink in writing. Customer's decision regarding CenturyLink's use of CPNI will not affect the quality of service CenturyLink provides Customer. "CPNI" means Customer Proprietary Network Information, which includes confidential account, usage, and billing-related information about the quantity, technical configuration, type, destination, location, and amount of use of a customer's telecommunications services. CPNI reflects the telecommunications products, services, and features that a customer subscribes to and the usage of such services, including call detail information appearing in a bill. CPNI does not include a customer's name, address, or telephone number.

10.6 Conflicts. If a conflict exists among the provisions of the Service Attachments, the order of priority will be as follows: the Service Exhibit and then the Agreement.

10.7 Fees. Charges for certain Services are subject to (a) a property tax surcharge and (b) a cost recovery fee of per month to reimburse CenturyLink for various governmental taxes and surcharges. Such charges are subject to change by CenturyLink and will be applied regardless of whether Customer has delivered a valid tax exemption certificate. Additional rates, charges and fees for Service elements not identified in the Agreement are located in the applicable Tariff. "Tariff" includes as applicable: CenturyLink state tariffs, price lists, price schedules, administrative guidelines, catalogs, and rate and term schedules incorporated by this reference and posted at http://www.centurylink.com/tariffs.

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EXHIBIT A-3
DOMESTIC CENTURYLINK IQ® NETWORKING SERVICE EXHIBIT

ATTACHMENT 1

COMPREHENSIVE MANAGEMENT

LIMITED LETTER OF AGENCY
between
STATE OF COLORADO ("Customer")
and
CenturyLink Communications, LLC f/k/a Qwest Communications Company, LLC ("CenturyLink")

This limited letter of agency ("LOA") hereby authorizes CenturyLink to act as the Customer's agent for the limited purpose of contacting Customer's designated Local Exchange Carrier ("LEC"), Interexchange Carrier ("IXC"), Internet Service Provider ("ISP"), or customer premises equipment ("CPE") maintenance provider in conjunction with CenturyLink Network Management Service. Network Management Service activities will consist of working with Customer's LEC, IXC, ISP, and/or CPE maintenance provider for the purpose of: (a) extracting information concerning transmission data elements carried over Customer's network connection; (b) identifying Customer's links or data link connection identifiers ("DLCIs"); (c) opening, tracking, and closing trouble tickets with the LEC, IXC, ISP, or CPE maintenance provider on Customer's transport links or CPE when an alarm or fault has been detected; (d) dispatching CPE repair personnel on behalf of Customer to CPE for which a fault has been detected; and (e) discussing fault information with the LEC, IXC or CPE maintenance provider on behalf of Customer to facilitate resolution of the problem.

CenturyLink does not assume any of Customer's liabilities associated with any of the services the Customer may use.

The term of this LOA will commence on the date of execution below and will continue in full force and effect until terminated with 30 days written notice by one party to the other or until the expiration or termination of the Network Management Service.

A copy of this LOA will, upon presentation to LEC, IXC, ISP, and/or CPE maintenance provider, as applicable, be deemed authorization for CenturyLink to proceed on Customer's behalf.

STATE OF COLORADO
Customer Company Name

_____
Authorized Signature of Customer

_____
Print or Type Name

_____
Title

_____
Date

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EXHIBIT A-3
DOMESTIC CENTURYLINK IQ® NETWORKING SERVICE EXHIBIT

PRICING ATTACHMENT

1. Pricing.

1.1 Network Management Service MRCs.

(a) NMS for devices associated with a CenturyLink IQ Networking Port. The following MRC is in addition to the Port MRC.

Description NMS for devices associated with a CenturyLink IQ Networking Port.	Promo Code	MRC	NRC
Select Management	IQ MANAGED	$45.00 per device	N/A
Comprehensive Management	IQ MANAGED	$75.00 per device	N/A

(b) NMS for devices not associated with a CenturyLink IQ Networking Port. The following MRC is in addition to the Port MRC.

Description NMS for devices not associated with a CenturyLink IQ Networking Port (including VPN Extensions).	MRC	NRC
Select Management	$60.00 per device	N/A
Comprehensive Management	$100.00 per device	N/A
Monitor and Notify	$35.00 per device	N/A

1.2 CenturyLink IQ Networking Features

(a) VPN Extensions.

Description	MRC	NRC
VPN Extensions	$25.00 per IPsec tunnel	$50.00 per IPsec tunnel

(b) Backbone Prioritization. Backbone Prioritization charges are in addition to the applicable Private Port MRCs.

Description	Increased MRC
Backbone Prioritization	CenturyLink will apply a 20% uplift charge to the MRC of each Private Port configured with Backbone Prioritization.

1.3 Port Pricing Tables. Some Port types or Port speeds may not be available in all areas or with certain types of access. If Customer wishes to order domestic CenturyLink IQ Networking Service with a different bandwidth or pricing methodology than those contained in the below pricing tables, Customer must enter into a separate written amendment to this Agreement.

a) ON NET Pricing Tables.

a) ON NET Pricing Tables.

Flat Rate Internet Port Other Access	**Net Rate MRC**	**Install NRC**
1.5 Mbps	$130.00	$0.00

Flat Rate 10000 Mbp Gigabit Ethernet Private Port	**Net Rate MRC**	**Install NRC**
10000 Mbps	$800.00	$0.00

Tiered Ethernet 10 Mbps Private Port	**Net Rate MRC**	**Install NRC**
3 Mbps	$74.00	$0.00
5 Mbps	$78.00	$0.00
7 Mbps	$80.00	$0.00
10 Mbps	$86.00	$0.00

Tiered Fast Ethernet 100 Mbps Private Port	**Net Rate MRC**	**Install NRC**
10 Mbps	$86.00	$0.00

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20 Mbps	$110.00	$0.00
30 Mbps	$120.00	$0.00
40 Mbps	$130.00	$0.00
50 Mbps	$138.00	$0.00
60 Mbps	$142.00	$0.00
70 Mbps	$150.00	$0.00
80 Mbps	$156.00	$0.00
90 Mbps	$160.00	$0.00
100 Mbps	$174.00	$0.00

Tiered Gigabit Ethernet (1000 Mbps) Private Port	**Net Rate MRC**	**Install NRC**
100 Mbps	$174.00	$0.00
200 Mbps	$200.00	$0.00
300 Mbps	$220.00	$0.00
400 Mbps	$264.00	$0.00
500 Mbps	$300.00	$0.00
600 Mbps	$320.00	$0.00
700 Mbps	$344.00	$0.00
800 Mbps	$376.00	$0.00
900 Mbps	$430.00	$0.00
1000 Mbps	$556.00	$0.00

***Precise Burstable 10 Gigabit Ethernet (10,000 Mbps) (Precise Burstable Minimum = 1,000 Mbps) Private Port**	**Install NRC***	**Net Rate MRC Per Mbps**
500.000 – 1,000 Mbps	$4,000	$1.00
1,000.001 – 2,000 Mbps	$4,000	$0.90
2,000.001 – 3,000 Mbps	$4,000	$0.80
3,000.001 – 5,000 Mbps	$4,000	$0.75
5,000.001 – 7,000 Mbps	$4,000	$0.68
7,000.001 – 10,000 Mbps	$4,000	$0.50

b) OFF NET Pricing Tables

Flat Rate Private Port	**Net Rate MRC**	**Install NRC**
DS1	$130.00	$0.00
2 x DS1 (3 Mbps)	$255.00	$0.00
3 x DS1 (4.5 Mbps)	$365.00	$0.00
4 x DS1 (6 Mbps)	$495.00	$0.00
5 x DS1 (7.5 Mbps)	$955.00	$0.00
6 x DS1 (9 Mbps)	$1,105.00	$0.00
7 x DS1 (10.5 Mbps)	$1,255.00	$0.00
8 x DS1 (12 Mbps)	$1,405.00	$0.00

Tiered DS3 Private Port	**Net Rate MRC**	**Install NRC**
3 Mbps	$255.00	$0.00
6 Mbps	$495.00	$0.00
9 Mbps	$730.00	$0.00
12 Mbps	$950.00	$0.00
15 Mbps	$1,015.00	$0.00
18 Mbps	$1,050.00	$0.00
21 Mbps	$1,117.00	$0.00
24 Mbps	$1,156.00	$0.00
27 Mbps	$1,195.00	$0.00
30 Mbps	$1,232.00	$0.00
33 Mbps	$1,264.00	$0.00
36 Mbps	$1,296.00	$0.00

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39 Mbps	$1,328.00	$0.00
42 Mbps	$1,360.00	$0.00
45 Mbps	$1,390.00	$0.00

Tiered OC3 Private Port	Net Rate MRC	Install NRC
35 Mbps	$1,396.00	$0.00
45 Mbps	$1,690.00	$0.00
55 Mbps	$1,804.00	$0.00
65 Mbps	$1,918.00	$0.00
75 Mbps	$2,032.00	$0.00
85 Mbps	$2,146.00	$0.00
95 Mbps	$2,261.00	$0.00
105 Mbps	$2,500.00	$0.00
115 Mbps	$2,614.00	$0.00
125 Mbps	$2,728.00	$0.00
135 Mbps	$2,842.00	$0.00
145 Mbps	$2,956.00	$0.00
155 Mbps	$3,071.00	$0.00

Tiered Fast Ethernet 100 Mbps Private Port	Net Rate MRC	Install NRC
10 Mbps	$925.00	$0.00
20 Mbps	$1,165.00	$0.00
30 Mbps	$1,445.00	$0.00
40 Mbps	$1,725.00	$0.00
50 Mbps	$2,479.00	$0.00
60 Mbps	$2,929.00	$0.00
70 Mbps	$3,314.00	$0.00
80 Mbps	$3,656.00	$0.00
90 Mbps	$3,977.00	$0.00
100 Mbps	$4,194.00	$0.00

Tiered Gigabit Ethernet (1000 Mbps) Private Port	Net Rate MRC	Install NRC
100 Mbps	$645.00	$0.00
200 Mbps	$1,153.00	$0.00
300 Mbps	$1,553.00	$0.00
400 Mbps	$1,829.00	$0.00
500 Mbps	$2,073.00	$0.00
600 Mbps	$2,258.00	$0.00
700 Mbps	$2,418.00	$0.00
800 Mbps	$2,556.00	$0.00
900 Mbps	$2,684.00	$0.00
1000 Mbps	$2,800.00	$0.00

1.4 NRC Discounts.

(a) NRC Waiver. So long as Customer is not in default of any obligations under the Agreement, CenturyLink will waive the Install NRCs for Internet Ports and Private Ports. The Internet Ports and Private Ports must remain installed for at least 12 months.

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EXHIBIT A-4
CENTURYLINK® LOCAL ACCESS SERVICE EXHIBIT

1. General. This Service Exhibit is applicable only where Customer orders CenturyLink Local Access Service (the "Service") and incorporates the terms of the Master Service Agreement or other service agreement and the RSS under which CenturyLink provides services to Customer (the "Agreement"). CenturyLink may subcontract any or all of the work to be performed under this Service Exhibit. All capitalized terms that are used but not defined in this Service Exhibit are defined in the Agreement or Order.

2. Service Description and Availability.

2.1 Description. Service provides the physical connection between the Service Address and the CenturyLink Domestic Network. If a generic demarcation point (such as a street address) is provided, the demarcation point for On-Net Access will be CenturyLink's Minimum Point of Entry (MPOE) at such location (as determined by CenturyLink). Off-Net Access demarcation points will be the off-net vendor's MPOE. If the Order identifies aspects of services that are procured by Customer directly from third parties, CenturyLink is not liable for such services. Customer may request additional wiring from the demarcation point to Customer's network interface equipment (where available). If Customer requests additional wiring, CenturyLink will notify Customer of the charge to be billed to Customer. Customer may either approve or disapprove CenturyLink providing the additional wiring. Additional wiring could entail electrical or optical cabling into 1) existing or new conduit or 2) bare placement in drop down ceilings, raised floors, or mounted to walls/ceilings. Once Service is accepted by Customer, the additional wiring then becomes property of and maintained by Customer. CenturyLink will maintain Service to the demarcation point only. Customer is responsible for any facility or equipment maintenance and repairs on Customer's side of the demarcation point. All equipment owned by CenturyLink remains property of CenturyLink. Customer disclaims any interest in any equipment, property or licenses used by CenturyLink to provide Service. CenturyLink will not provide Service to a residential location, even if business is conducted at that location. Service is not a standalone service and Customer must purchase the Service in connection with another CenturyLink service for which a local loop is required.

2.2 Types of Service Technologies. CenturyLink uses the following different technologies to provide Service. Some technologies or speeds may not be available in all areas or with certain types of Service.

(a) Special Access. "Special Access" means Service using digital signal bandwidths DS0, DS1 and DS3 or Optical Carrier signal bandwidths OC3, OC12, OC48 and OC192.

(b) Ethernet Local Access ("ELA"). ELA means Service under Ethernet technology and is available at bandwidths varying from 1 Mbps to 1,000 Mbps (1G) and 10G (Cross-Connect Access only).

(c) Wavelength Local Access. "Wavelength Local Access" means Service using wave division multiplexing technology. Wavelength Local Access is available at bandwidths of 1 GbE, 10 GbE LAN PHY, 2.5 G (OC48), 10 GbE WAN PHY (OC192), 40G, OTU1, OTU2, OTU3, 1G, 2G, 4G and 10G.

(d) DSL Local Access. "DSL Local Access" means access using digital subscriber line ("DSL") technology. DSL Local Access is available at bandwidths varying from 128 kbps/64 kbps to 15000 Mbps/1000 Mbps.

2.2.1 Use of IP Connection. In some locations, CenturyLink will enable the Service using "IP Connection" which is a Layer 3, symmetrical functionality that utilizes established IP and MPLS transport technologies. In such cases, Customer agrees that it will use IP Connection functionality only for the provision of either: (i) wireline broadband Internet access (as defined in applicable Federal Communications Commission orders and regulations), or (ii) wireline broadband Internet access plus additional information services, with wireline broadband Internet access constituting a principal use. CenturyLink can provision IP Connection functionality over multiple designs with MPLS transport supporting speeds up to 1G/1G.

2.3 Types of Service. CenturyLink offers the following three types of Service: CenturyLink Provided Access, Customer Provided Access or Cross-Connect Access.

2.3.1 CenturyLink Provided Access. "CenturyLink Provided Access" or "CLPA" means either On-Net Access or Off-Net Access. "On-Net Access" is provided on the CenturyLink owned and operated network. Any access not provided on the CenturyLink owned and operated network is "Off-Net Access." Customer may request a Preferred Provider for Off-Net Access from a list of available providers with whom CenturyLink has interconnect agreements. CenturyLink will attempt to use Customer's Preferred Provider, but both final routing and the provider actually used will be chosen by CenturyLink. If CenturyLink is unable to use Customer's Preferred Provider for a specific Service Address as designated in the pricing attachment or a quote, then the rate for Service at that Service Address may be subject to change. Where available for Special Access, ELA and Wavelength Local Access, Customer may request CenturyLink to provide a separate fiber facility path for a protection system between the local access provider's serving wire center and the Service Address ("Protect Route"). Protect Route uses backup electronics and two physically separate facility paths in the provisioning of Service. If the working facility or electronics fail, or the Service performance becomes impaired, the facility is designed to automatically switch to the Service protect path in order to maintain a near-continuous flow of information between locations. Special Access and ELA are also generally available as a central office meet point at a local access provider central office to which Customer has a dedicated connection. On-Net Access is subject to the On-Net Local Access Service Level Agreement located in Exhibit B of the Agreement.

2.3.2 Customer Provided Access. "Customer Provided Access" or "CPA" means a local loop that Customer orders from a local access provider to connect Customer's premises to the CenturyLink Domestic Network at a connection point specified by CenturyLink. CenturyLink will provide Customer with a limited letter of agency ("LOA"), which is incorporated by this reference, authorizing Customer to act as CenturyLink's agent so that Customer's local access provider will connect Customer's premises to the CenturyLink Domestic Network. Customer will also need to execute a CPA-DAR Addendum for CPA POP with ELA or Wavelength Local Access. Customer will pay a CPA charge to CenturyLink when Customer uses the following: (a) Special Access CPA dedicated facilities or ELA CPA virtual local area network ("VLAN"), both of which are dedicated entrance facilities CenturyLink leases from a local access provider and that carry traffic only from CenturyLink; or (b) ELA CPA POP, which requires

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CenturyLink to provide space and power for the local access provider to install Ethernet equipment; or (c) Wavelength Local Access. Customer will pay a CPA charge to CenturyLink when Customer uses Special Access CPA non-dedicated facilities owned by local access providers and that carry traffic from multiple carriers, including CenturyLink, if the provider charges CenturyLink for those facilities. CPA ELA VLAN is an access type where CenturyLink will provision and assign an Ethernet virtual circuit from a CenturyLink POP to a Customer designated Ethernet facility leased from a common Ethernet service provider. This access will be used to connect to a CenturyLink VLAN assignment on a CenturyLink IQ® Networking Private Port or E-Line. CenturyLink will not bill customer a CPA charge for an IP layer 3 expansion site because Customer, not CenturyLink, is responsible for ordering a cross-connect from the IP layer 3 expansion site manager to meet CenturyLink in the IP layer 3 expansion site's meet-me-room. CPA is the responsibility of Customer and CenturyLink will not pay for or troubleshoot components of CPA.

2.3.3 Cross-Connect Access. "Cross-Connect Access" or "XCA" means: (a) an intra-POP connection between certain Customer facilities with direct access to the CenturyLink Domestic Network and the CenturyLink backbone access point (either (i) located within CenturyLink's transport area where CenturyLink allows Customer to bring its own fiber directly to the CenturyLink fiber under an executed Direct Connect Agreement ("Direct Connect") or (ii) in an area where Customer has leased space in a CPOP, a remote collocation site, or a collocation hotel under a Telecommunications Collocation License Agreement or (b) a connection between a CenturyLink-determined data center and a CenturyLink IQ Networking Port, Optical Wavelength Service ("OWS"), or E-Line ("Data Center Access") under an executed CenturyLink TS Service Exhibit with a CenturyLink IQ Networking, OWS or E-Line Service Exhibit. Data Center Access is available in bandwidths of 100 Mbps, 1G, and 10G (CenturyLink IQ Networking and OWS only). Direct Connect requires splicing of Customer and CenturyLink fibers and cross-connection of individual circuits.

2.4 RSS. Customer understands that Service is an interstate telecommunications service, as defined by Federal Communications Commission regulations and represents while using the Service, more than 10% of its usage will be interstate usage.

3. Ordering. Customer may submit requests for Service in a form designated by CenturyLink ("Order"). CenturyLink will notify Customer of acceptance of an Order for Service by delivering (in writing or electronically) the date by which CenturyLink will install Service (the "Customer Commit Date"), or by delivering the Service. Provision of Services is subject to availability of adequate capacity and CenturyLink's acceptance of an Order. In lieu of installation Service Level credits, if CenturyLink's installation of Service is delayed by more than 30 business days beyond the Customer Commit Date, Customer may terminate the affected Service without liability upon written notice to CenturyLink, provided such written notice is delivered prior to CenturyLink delivering a Connection Notice for the affected Service. This termination right will not apply where CenturyLink is constructing facilities to a new location not previously served by CenturyLink.

4. Charges. Customer will pay the rates set forth in the attached pricing attachment or a quote or Order if the rates for Service at a particular Service Address are not included in the pricing attachment, and all applicable ancillary Service charges. CenturyLink invoices MRCs in advance and NRCs in arrears. If the delivery of a Connection Notice for any Service falls on any day other than the first day of the month, the first invoice to Customer will consist of: (a) the pro-rata portion of the applicable MRC covering the period from the delivery of the Connection Notice to the first day of the subsequent month; and (b) the MRC for the following month. Charges for Service will not be used to calculate Contributory Charges. Customer will receive the rates for Service as shown on the pricing attachment regardless of whether an NPA/NXX split or overlay occurs. If CenturyLink cannot complete installation due to Customer delay or inaction, CenturyLink may begin charging Customer and Customer must pay such charges.

4.1 Ancillary Charges. Ancillary charges applicable to Service include but are not limited to those ancillary services set forth in this section. If an ancillary charge applies in connection with provisioning a particular Service, CenturyLink will notify Customer of the ancillary charge to be billed to Customer. Customer may either approve or disapprove CenturyLink providing the ancillary service.

(a) Expedite. A local loop expedite charge applies to Orders where Customer requests the delivery of Service one or more days before the Customer Commit Date. Customer may only request to expedite CenturyLink Provided Access of Special Access and ELA Orders (where underlying local access provider allows CenturyLink to order an expedited service.)

(b) Construction. Construction charges apply if; (i) special construction is required to extend Service to the demarcation point; or (ii) other activities not covered under the Building Extension Service Service Schedule are required beyond the demarcation point, that cause CenturyLink to incur additional expenses for provisioning the Service ("Construction"). If Customer does not approve of the Construction charges after CenturyLink notifies Customer of the charges, the Service ordered will be deemed cancelled.

(c) Multiplexing. Customer may request multiplexing for Special Access where available. CenturyLink will multiplex lower level local loop into a higher local loop, or vice-versa, for an additional charge. CenturyLink offers multiplexing at a CPOP, at an On-Net Access building or at an ILEC/CLEC facility providing the Off-Net Access. For multiplexing at a CenturyLink On-Net Access building, CenturyLink provides multiplexed circuit handoffs to Customer at the same On-Net Access Service Address. For multiplexing at ILEC/CLEC facility, CenturyLink facilitates the delivery of multiplexed circuit handoffs to Customer at a single Service Address or at multiple Service Addresses per Customer's request. Multiplexing is generally available at DS1 and OCn circuit levels. Pricing for multiplexing at an ILEC/CLEC facility is on an individual case basis.

(d) Changes. Ancillary change charge applies where Customer requests CenturyLink to change a local loop to a different Service Address that is within the same Customer serving wire center as the existing local loop, but a Cancellation Charge does not apply.

5. Term; Cancellation.

5.1 Term. The term of an individual Service continues for the number of months specified in the attached pricing attachment for a particular Service Address or a quote or Order for Service issued by CenturyLink if the rates for Service at a particular Service Address are not included in the pricing attachment ("Service Term"). Excluding voice loops and Data Center Access with a month-to-month Service Term, the Service Term will not be less

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than 12 months. Service will continue month-to-month at the expiration of the Service Term at the existing rates, subject to adjustment by CenturyLink on 30 days' written notice.

5.2 Cancellation and Termination Charges.

(a) Customer may cancel an Order (or portion thereof) prior to the delivery of a Connection Notice upon written notice to CenturyLink identifying the affected Order and Service. If Customer does so, Customer will pay CenturyLink a cancellation charge equal to the sum of: (1) for Off-Net Access, third party termination charges for the cancelled Service; (2) for On-Net Access one month's monthly recurring charges for the cancelled Service; (3) the non-recurring charges for the cancelled Service; and (4) CenturyLink's out-of-pocket costs (if any) incurred in constructing facilities necessary for Service delivery.

(b) Customer may terminate a specified Service after the delivery of a Connection Notice upon 30 days' written notice to CenturyLink. If Customer does so, or if Service is terminated by CenturyLink as the result of Customer's default, Customer will pay CenturyLink a termination charge equal to the sum of: (1) all unpaid amounts for Service actually provided; (2) 100% of the remaining monthly recurring charges for months 1-12 of the Service Term; (3) 50% of the remaining monthly recurring charges for month 13 through the end of the Service Term; and (4) if not recovered by the foregoing, any termination liability payable to third parties resulting from the termination and any out-of-pocket costs of construction to the extent such construction was undertaken to provide Service hereunder. The charges in this Section represent CenturyLink's reasonable liquidated damages and are not a penalty.

(c) Customer Provided Access—Cancellation of Connectivity after Delivery of a Connection Notice. To cancel CPA, Customer must provide CenturyLink with a written disconnect firm order confirmation ("DFOC") notice from Customer's CPA provider along with notice to cancel the CPA. If Customer fails to provide CenturyLink with the DFOC notice within 30 calendar days after CenturyLink's receipt of the notice to cancel the CPA, or if CenturyLink disconnects CPA for Cause, then CenturyLink may disconnect the CPA or require the CPA provider to do so. Customer will remain liable for charges for the connectivity to CPA (even if Customer cannot use the CPA) until: (i) Customer furnishes the required DFOC to CenturyLink; or (ii) either party cancels the associated CPA with the CPA provider.

6. Provisioning, Maintenance and Repair. CenturyLink may re-provision any local access circuits from one off-net provider to another or to On-Net Access and such changes will be treated as scheduled maintenance. Scheduled maintenance will not normally result in Service interruption. If scheduled maintenance requires Service interruption CenturyLink will: (1) provide Customer seven days' prior written notice, (2) work with Customer to minimize interruptions and (3) use commercially reasonable efforts to perform such maintenance between midnight and 6:00 a.m. local time. Customer may request a technician dispatch for Service problems. Before dispatching a technician, CenturyLink will notify Customer of the dispatch fee. CenturyLink will assess a dispatch fee if it determines the problem is on Customer's side of the demarcation point or was not caused by CenturyLink's facilities or equipment on CenturyLink's side of the demarcation point. If third-party local access services are required for the Services, Customer will: (4) provide CenturyLink with circuit facility and firm order commitment information and design layout records to enable cross-connects to CenturyLink Service(s) (provided by CenturyLink subject to applicable charges), (5) cooperate with CenturyLink (including changing demarcation points and/or equipment and providing necessary LOAs) regarding circuit grooming or re-provisioning, and (6) where a related Service is disconnected, provide CenturyLink a written DFOC from the relevant third-party provider.

7. Other Terms.

7.1 General. Any references to a Revenue Commitment or Contributory Charges will not apply to this Service Exhibit.

7.2. Cancellation and Termination Charges. This Section replaces the Cancellation and Termination Charges Section in the Agreement:

> **Termination.** Either party may terminate a specified Service: (a) as set forth above with 60 days' prior written notice to the other party, or (b) for Cause. Customer may cancel an Order (or portion thereof) for Service prior to the delivery of a Connection Notice upon written notice to CenturyLink identifying the affected Order and Service. If Customer does so, Customer will pay Centurylink the termination charges set forth above, in addition to any and all charges that are accrued but unpaid as of the termination date. If the Agreement is terminated by Customer for any reason other than for Cause, or by CenturyLink for Cause prior to the conclusion of the Term, all Services are deemed terminated, and Customer will pay the termination charges set forth above, in addition to any and all charges that are accrued but unpaid as of the termination date. "Cause" means the failure of a party to perform a material obligation under the Agreement, which failure is not remedied: (a) for payment defaults by Customer, within five days of separate written notice from CenturyLink of such default; or (b) for any other material breach, within 30 days after written notice (unless a shorter notice period is identified in a Service Attachment).

7.3 Out-of-Service Credit. For Services without a Service Level or applicable out-of-service credit for service interruption in a Tariff, this Out-of-Service Credit is the Service Level provision for purposes of the Agreement. Customer must request the Out-of-Service Credit and open a trouble ticket to report to CenturyLink the interruption of Service to CenturyLink. If CenturyLink causes Downtime, CenturyLink will give Customer a credit; such credit will be paid as a percentage of the Customer's MRC based on the ratio of the number of minutes of Downtime relative to the total number of minutes in the month when the Downtime occurred. No credits will be given where the Downtime is caused by: (a) the acts or omissions of Customer, its employees, contractors or agents or its End Users; (b) the failure or malfunction of equipment, applications or systems not owned or controlled by CenturyLink or its international service providers; (c) Force Majeure Events; (d) scheduled service maintenance, alteration or implementation; (e) the unavailability of required Customer personnel, including as a result of failure to provide CenturyLink with accurate, current contact information; (f) CenturyLink's lack of access to the Customer premises where reasonably required to restore the Service; (g) Customer's failure to release the Service for testing or repair and continuing to use the Service on an impaired basis; (h) CenturyLink's termination of Service for Cause or Customer's violation of the Use of Service provisions in this Appendix or in the applicable Service Exhibit; or (i) improper or inaccurate network specifications provided by Customer. "Downtime" is an interruption of Service confirmed by CenturyLink that is measured from the time

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Customer opens a trouble ticket with CenturyLink to the time Service has been restored. "Cause" means the failure of a party to perform a material obligation under the Agreement, which failure is not remedied: (a) for payment defaults by Customer, within five days of separate written notice from CenturyLink of such default; or (b) for any other material breach, within 30 days after written notice.

7.4 Service Notices. Notices for disconnection of Service must be submitted to CenturyLink via Email at: BusinessDisconnects@Centurylink.com. Notices of non-renewal for Services must be sent via e-mail to: CenturyLink, Attn.: CenturyLink NoRenew, e-mail: Norenew@centurylink.com. Notices for billing inquiries/disputes or requests for Service Level credits must be submitted to CenturyLink via Customer's portal at https://www.centurylink.com/business/login/ or via Email at: Care.Inquiry@Centurylink.com. All other routine operational notices will be provided by Customer to its CenturyLink sales representative.

7.5 Acceptable Use Policy and Use of Service. CenturyLink may also terminate Service for Cause under this Section where Customer's use of the Service: (a) is contrary to the Acceptable Use Policy as set forth in Exhibit I, attached hereto, to be updated as agreed by both Parties through an amendment , (b) constitutes an impermissible traffic aggregation or Access Arbitrage, (c) avoids Customer's obligation to pay for communication services, and (d) violates the Use of Service terms or compliance terms. Customer may have obligations under 47 CFR 9.5 relating to 911 if Customer combines the Service with other products creating a VoIP or VoIP-like service that facilitates the transmission of voice services.

7.6 CPNI. CenturyLink is required by law to treat CPNI confidentially. Customer agrees that CenturyLink may share CPNI within its business operations (e.g., wireless, local, long distance, and broadband services divisions), and with businesses acting on CenturyLink's behalf, to determine if Customer could benefit from the wide variety of CenturyLink products and services, and in its marketing and sales activities. Customer may withdraw its authorization at any time by informing CenturyLink in writing. Customer's decision regarding CenturyLink's use of CPNI will not affect the quality of service CenturyLink provides Customer. "CPNI" means Customer Proprietary Network Information, which includes confidential account, usage, and billing-related information about the quantity, technical configuration, type, destination, location, and amount of use of a customer's telecommunications services. CPNI reflects the telecommunications products, services, and features that a customer subscribes to and the usage of such services, including call detail information appearing in a bill. CPNI does not include a customer's name, address, or telephone number.

7.7 Conflicts. If a conflict exists among the provisions of the Service Attachments, the order of priority will be as follows: the Service Exhibit and then the Agreement.

7.8 Fees. Charges for certain Services are subject to (a) a property tax surcharge and (b) a cost recovery fee per month to reimburse CenturyLink for various governmental taxes and surcharges. Such charges are subject to change by CenturyLink and will be applied regardless of whether Customer has delivered a valid tax exemption certificate. Additional rates, charges and fees for Service elements not identified in the Agreement are located in the applicable Tariff. "Tariff" includes as applicable: CenturyLink state tariffs, price lists, price schedules, administrative guidelines, catalogs, and rate and term schedules incorporated by this reference and posted at http://www.centurylink.com/tariffs.

8. Definitions.

"CenturyLink Domestic Network" means the CenturyLink network located within the contiguous U.S., Alaska and Hawaii, which is comprised only of physical media, including switches, circuits, and ports that are operated by CenturyLink.

"CPOP" means a CenturyLink-owned physical point of presence that lies directly on the CenturyLink Domestic Network where direct interconnection between the CenturyLink Domestic Network and a local access provider's network is possible.

"Service Address" means the building where Customer receives Service. Only a building that is classified by CenturyLink as a business address can be a Service address.

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EXHIBIT A-4
CENTURYLINK® LOCAL ACCESS SERVICE EXHIBIT
PRICING ATTACHMENT

Except as set forth in this pricing attachment, capitalized terms will have the definitions assigned to them in the Agreement or the Local Access Service Exhibit.

1. Customer will pay the MRCs and NRCs for Service at the particular Service Address; or NPA/NXX or CLLI if no Service Address is provided, set forth in the pricing table below. In addition, Customer will pay all MRCs or NRCs for any ancillary services provided as described in the Local Access Service Exhibit, including without limitation Construction charges. The MRCs and NRCs set forth below apply to new Service only and do not apply to Service ordered prior to the effective date of this pricing attachment. All MRCs and NRCs set forth in the below table apply per circuit and not per Service Address. Any modifications to any attribute of the particular Service in the pricing table below (i.e., the NPA/NXX or CLLI, Service Address, Type of Local Access, Service Term or circuit speed) will render the pricing below void, and Customer will pay the revised rates agreed upon by the parties for the particular Service at the Service Address or NPA/NXX or CLLI, as applicable. If a DS1 is bonded with one or more DS1s to create a higher speed NxDS1 at the same Service Address, the MRC for the DS1 may be multiplied by the number of bonded DS1s to determine the MRC for the NxDS1.Any future Service ordered will be charged the current quoted MRC and NRC per Service as specified on a valid CenturyLink quote or Order, not the MRC and NRC per Service specified below. No other discounts or promotions apply. Certain types of Service have separate service or agreement requirements as defined in the Local Access Service Exhibit.

a) On Net Local Access

Service Address	Type of Local Access	Service Term (In Months)	Loop Speed	Circuit Speed	Local Access Net Rate MRC	Install NRC*
TBD	ELA Native- On Net	60	Ethernet	3 Mbps	$111.00	$0.00
TBD	ELA Native- On Net	60	Ethernet	5 Mbps	$117.00	$0.00
TBD	ELA Native- On Net	60	Ethernet	7 Mbps	$120.00	$0.00
TBD	ELA Native- On Net	60	Ethernet	10 Mbps	$129.00	$0.00
TBD	ELA Native- On Net	60	Fast Ethernet	10 Mbps	$129.00	$0.00
TBD	ELA Native- On Net	60	Fast Ethernet	20 Mbps	$165.00	$0.00
TBD	ELA Native- On Net	60	Fast Ethernet	30 Mbps	$180.00	$0.00
TBD	ELA Native- On Net	60	Fast Ethernet	40 Mbps	$195.00	$0.00
TBD	ELA Native- On Net	60	Fast Ethernet	50 Mbps	$207.00	$0.00
TBD	ELA Native- On Net	60	Fast Ethernet	60 Mbps	$213.00	$0.00
TBD	ELA Native- On Net	60	Fast Ethernet	70 Mbps	$225.00	$0.00
TBD	ELA Native- On Net	60	Fast Ethernet	80 Mbps	$234.00	$0.00
TBD	ELA Native- On Net	60	Fast Ethernet	90 Mbps	$240.00	$0.00
TBD	ELA Native- On Net	60	Fast Ethernet	100 Mbps	$261.00	$0.00
TBD	ELA Native- On Net	60	Gigabit Ethernet	100 Mbps	$261.00	$0.00
TBD	ELA Native- On Net	60	Gigabit Ethernet	200 Mbps	$300.00	$0.00
TBD	ELA Native- On Net	60	Gigabit Ethernet	300 Mbps	$330.00	$0.00
TBD	ELA Native- On Net	60	Gigabit Ethernet	400 Mbps	$396.00	$0.00
TBD	ELA Native- On Net	60	Gigabit Ethernet	500 Mbps	$450.00	$0.00
TBD	ELA Native- On Net	60	Gigabit Ethernet	600 Mbps	$480.00	$0.00
TBD	ELA Native- On Net	60	Gigabit Ethernet	700 Mbps	$516.00	$0.00
TBD	ELA Native- On Net	60	Gigabit Ethernet	800 Mbps	$564.00	$0.00
TBD	ELA Native- On Net	60	Gigabit Ethernet	900 Mbps	$645.00	$0.00

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TBD	ELA Native- On Net	60	Gigabit Ethernet	1000 Mbps	$834.00	$0.00
TBD	ELA Native- On Net	60	10 G Ethernet	10000 Mbps	$1,200.00	$0.00
12500 E Arapahoe Rd, Englewood, CO	Wavelength Local Access - On Net **(ETH10GB-23446574)**	60	10G Ethernet	10000 Mbps	$2,500.00	$0.00
690 Kipling St, Lakewood, CO	Wavelength Local Access - On Net (**ETH10GB-23446557**)	60	10G Ethernet	10000 Mbps	$2,500.00	$0.00
TBD	Wavelength Local Access - On Net	60	10G Ethernet	10000 Mbps	$2,500.00	$0.00

b) Off Net Local Access

Service Address	Type of Local Access	Service Term (In Months)	Loop Speed	Circuit Speed	Local Access Net Rate MRC	Install NRC*
TBD	Special Access- Off Net	60	NxT1	3Mbps	$150.00	$0.00
TBD	Special Access- Off Net	60	NxT1	4.5Mbps	$300.00	$0.00
TBD	Special Access- Off Net	60	NxT1	6Mbps	$450.00	$0.00
TBD	Special Access- Off Net	60	NxT1	7.5Mbps	$600.00	$0.00
TBD	Special Access- Off Net	60	NxT1	9Mbps	$750.00	$0.00
TBD	Special Access- Off Net	60	NxT1	10.5Mbps	$900.00	$0.00
TBD	Special Access- Off Net	60	NxT1	12Mbps	$1,050.00	$0.00
TBD	Special Access- Off Net	60	DS-3	3 Mbps	$1,200.00	$0.00
TBD	Special Access- Off Net	60	DS-3	6 Mbps	$750.00	$0.00
TBD	Special Access- Off Net	60	DS-3	9 Mbps	$750.00	$0.00
TBD	Special Access- Off Net	60	DS-3	12 Mbps	$750.00	$0.00
TBD	Special Access- Off Net	60	DS-3	15 Mbps	$750.00	$0.00
TBD	Special Access- Off Net	60	DS-3	18 Mbps	$750.00	$0.00
TBD	Special Access- Off Net	60	DS-3	21 Mbps	$750.00	$0.00
TBD	Special Access- Off Net	60	DS-3	24 Mbps	$750.00	$0.00
TBD	Special Access- Off Net	60	DS-3	27 Mbps	$750.00	$0.00
TBD	Special Access- Off Net	60	DS-3	30 Mbps	$750.00	$0.00
TBD	Special Access- Off Net	60	DS-3	33 Mbps	$750.00	$0.00
TBD	Special Access- Off Net	60	DS-3	36 Mbps	$750.00	$0.00
TBD	Special Access- Off Net	60	DS-3	39 Mbps	$750.00	$0.00
TBD	Special Access- Off Net	60	DS-3	42 Mbps	$750.00	$0.00
TBD	Special Access- Off Net	60	DS-3	45 Mbps	$750.00	$0.00
TBD	Special Access- Off Net	60	OC-3	35 Mbps	$1,262.00	$0.00
TBD	Special Access- Off Net	60	OC-3	45 Mbps	$1,262.00	$0.00
TBD	Special Access- Off Net	60	OC-3	55 Mbps	$1,262.00	$0.00
TBD	Special Access- Off Net	60	OC-3	65 Mbps	$1,262.00	$0.00
TBD	Special Access- Off Net	60	OC-3	75 Mbps	$1,262.00	$0.00

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TBD	Special Access-	Off Net	60	OC-3	85 Mbps	$1,262.00	$0.00
TBD	Special Access-	Off Net	60	OC-3	95 Mbps	$1,262.00	$0.00
TBD	Special Access-	Off Net	60	OC-3	105 Mbps	$1,262.00	$0.00
TBD	Special Access-	Off Net	60	OC-3	115 Mbps	$1,262.00	$0.00
TBD	Special Access-	Off Net	60	OC-3	125 Mbps	$1,262.00	$0.00
TBD	Special Access-	Off Net	60	OC-3	135 Mbps	$1,262.00	$0.00
TBD	Special Access-	Off Net	60	OC-3	145 Mbps	$1,262.00	$0.00
TBD	Special Access-	Off Net	60	OC-3	155 Mbps	$1,262.00	$0.00
TBD	ELA Native- Off Net		60	Fast Ethernet	10 Mbps	$852.00	$0.00
TBD	ELA Native- Off Net		60	Fast Ethernet	20 Mbps	$982.00	$0.00
TBD	ELA Native- Off Net		60	Fast Ethernet	30 Mbps	$1,070.00	$0.00
TBD	ELA Native- Off Net		60	Fast Ethernet	40 Mbps	$1,168.00	$0.00
TBD	ELA Native- Off Net		60	Fast Ethernet	50 Mbps	$1,243.00	$0.00
TBD	ELA Native- Off Net		60	Fast Ethernet	60 Mbps	$1,341.00	$0.00
TBD	ELA Native- Off Net		60	Fast Ethernet	70 Mbps	$1,439.00	$0.00
TBD	ELA Native- Off Net		60	Fast Ethernet	80 Mbps	$1,515.00	$0.00
TBD	ELA Native- Off Net		60	Fast Ethernet	90 Mbps	$1,617.00	$0.00
TBD	ELA Native- Off Net		60	Fast Ethernet	100 Mbps	$1,710.00	$0.00
TBD	ELA Native- Off Net		60	Gigabit Ethernet	100 Mbps	$1,500.00	$0.00
TBD	ELA Native- Off Net		60	Gigabit Ethernet	200 Mbps	$1,500.00	$0.00
TBD	ELA Native- Off Net		60	Gigabit Ethernet	300 Mbps	$1,500.00	$0.00
TBD	ELA Native- Off Net		60	Gigabit Ethernet	400 Mbps	$1,500.00	$0.00
TBD	ELA Native- Off Net		60	Gigabit Ethernet	500 Mbps	$1,500.00	$0.00
TBD	ELA Native- Off Net		60	Gigabit Ethernet	600 Mbps	$1,500.00	$0.00
TBD	ELA Native- Off Net		60	Gigabit Ethernet	700 Mbps	$1,500.00	$0.00
TBD	ELA Native- Off Net		60	Gigabit Ethernet	800 Mbps	$1,500.00	$0.00
TBD	ELA Native- Off Net		60	Gigabit Ethernet	900 Mbps	$1,500.00	$0.00
TBD	ELA Native- Off Net		60	Gigabit Ethernet	1000 Mbps	$1,500.00	$0.00
TBD	ELA Native- Off Net		60	10 Gigabit Ethernet	10000 Mbps	$6,000.00	$0.00

2. On-Net CenturyLink Provided Access Install NRC Discount. Install NRCs specified above for On-Net CenturyLink Provided Access will receive a 100% discount so long as such Service ordered hereunder and subject to this discount remains installed and used by Customer for the duration of the first 12 months of the Service Term. Supplemental NRCs, including but not limited to: Construction, Extended Wiring, Local Loop Expedite, Local Loop Change Fee and Multiplexing, Customer Provided Access NRCs, and Cross-Connect NRCs are not eligible for any discount.

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EXHIBIT A-5
CENTURYLINK OPTICAL WAVELENGTH SERVICE AGREEMENT
Intrastate

This Optical Wavelength Service ("Service") Agreement ("Agreement") is between Qwest Corporation d/b/a CenturyLink QC ("CenturyLink") and **STATE OF COLORADO** ("Customer") and is effective on the date CenturyLink signs it ("Effective Date").

Tariff

Service will be governed by: (a) the Tariff applicable to Service; and (b) to the extent a comparable Tariff term or condition does not apply to Service, the terms and conditions set forth in this Agreement. "Tariff" includes as applicable: CenturyLink state tariffs, price lists, price schedules, administrative guidelines, catalogs, and rate and term schedules incorporated by this reference and posted at http://www.centurylink.com/tariffs. For reference purposes, Service is subject to technical publication 77412 located at http://qwest.centurylink.com/techpub/ ("Tech Pub").

1. Scope.

1.1 Optical Wavelength Service is a high-speed, high-capacity, multi-protocol, fiber-optic data transport service (the "Service") that utilizes Dense Wave Division Multiplexing technology with proactive network monitoring. Service is bit rate and protocol independent, thus enabling the Service to support multiple customer protocols and applications on a single platform. Optical Wavelength Service supports industry-standard protocols such as SONET, Ethernet, and Storage Area Network ("SAN") on a circuit-by-circuit basis.

1.2 CenturyLink will provide, install, maintain, repair, operate, and have sole access to the equipment necessary for Service. Subject to special construction, CenturyLink will pay the cost of purchasing and installing all fiber and equipment necessary for Service; but non-reusable or non-recoverable costs (as determined by CenturyLink) will be at an additional charge to Customer. Customer will be notified in writing of any such charges before purchasing the Service. Fiber and equipment required for the installation and maintenance of the Service will remain the sole and exclusive property of CenturyLink or its assignee, and nothing contained in this Agreement will give or convey to Customer any right, title, or interest whatsoever in such fiber and equipment, except as explicitly provided. Such fiber and equipment is and will remain personal property, notwithstanding that it may be, or become, attached to or embedded in realty.

1.3 CenturyLink will monitor and manage the Service 24 hours a day, 365 days a year.

2. Changes. CenturyLink will provide the following types of changes to Service or additions of new Service under the terms and conditions of the Tariff and this Agreement if the Service is available at the speed and location requested:

2.1 Additions of new Service. Additional Optical Wavelength Service circuits will be handled on an Optical Wavelength Service pricing attachment added under this Agreement via amendment. Customer agrees to pay all applicable charges related to the addition of Service, including MRCs and NRCs in effect on the installation date of the additional Service and special construction charges.

2.2 Moves. Customer may move an individual Optical Wavelength Service circuit or multiple Optical Wavelength Service circuits within the CenturyLink 14-state local service area. A move involves a change in the physical location of the point of termination at Customer's premises or the physical location of Customer's premises. In the event of a move of a Customer premises, a new Service Term for the moved Service will apply. Termination Charges may apply on the original Service if Customer does not qualify for the Waiver Policy as outlined in the Agreement. Customer agrees to pay all then-current MRCs, NRCs, and any special construction charges related to the moved Service. Moves will be handled on a pricing attachment added under this Agreement via amendment. Customer requests for a physical move of Service to a location within the same building as the existing Service will be charged a fee equal to one half the applicable NRC charge and will be subject to the existing Service Term.

2.3 Upgrades. Customer may upgrade an individual Optical Wavelength Service circuit or multiple Optical Wavelength Service circuits to a higher bandwidth capacity. In such event, a new Service Term for the upgraded Service will apply. Termination Charges may apply on the original Service if Customer does not qualify for the Waiver Policy as outlined in the Agreement. All then-current MRCs, NRCs, and any Construction charges related to the new Service will apply. Upgrades will be handled on a pricing attachment added under this Agreement via amendment.

3. Filing Concurrence and Jurisdictional Guidelines.

3.1 Filing Concurrence. CenturyLink may be required to submit this Agreement for a particular Service and any subsequent addenda for Service to certain regulatory agencies for approval because the rates in the Agreement are being offered on an individual case basis ("ICB"). Although the general terms and conditions of this Agreement are effective on the Effective Date, those service-specific rates, terms, and conditions that require filing with or approval by regulatory agencies ("ICB Terms") will not become effective for a given jurisdiction until the filing and approval requirements for that jurisdiction are fulfilled. Service will be offered in accordance with the applicable Tariff until the ICB Terms become effective. If Customer receives reduced pricing under the Agreement and a regulatory agency later invalidates the ICB Terms after they had become effective, Customer will pay to CenturyLink any difference in the amounts listed in the applicable Tariff for the Service and the amounts Customer was charged for the Service. In the event a regulatory agency does not approve the Agreement, the parties will enter into good faith negotiations to mutually resolve the failure to receive the necessary approval. The Agreement for a particular Service remains in full force and effect for Service in all other jurisdictions.

3.2 Jurisdictional Guidelines. Customer understands that Service is an intrastate telecommunications service, as defined by Federal Communications Commission regulations and represents while using the Service, less than 10% of its usage will be interstate usage. If Customer should use this Service for any other purpose, or if interstate usage exceeds 10%, it is Customer's responsibility to immediately notify CenturyLink of such use and to place an order for appropriate service.

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4. Service Level Agreement. Service is subject to the Optical Wavelength service level agreement ("SLA") located at qwest.centurylink.com/legal/sla.html, which is subject to change. For Customer's claims related to Service deficiencies, interruptions or failures, Customer's exclusive remedies are limited to those remedies set forth in the SLA.

5. Service/Maintenance. CenturyLink may from time to time suspend Service for routine maintenance or rearrangement of facilities or equipment. CenturyLink will give advance notification of any such suspension of Service. Such suspension of Service is not considered an out-of-service condition unless Service is not restored by the end of the period specified in the notification.

6. Service Term; Termination.

6.1 Service Term. Each Optical Wavelength Service circuit ordered, including moves, upgrades, and renewals, will have its own "Service Term" as indicated on a pricing attachment. Both Parties agree to begin discussions regarding the renewal or discontinuation of Service 90 days before expiration of a Service Term. If the parties do not reach agreement by expiration of a Service Term, Service will continue on a month-to-month basis under the terms of this Agreement and revert to CenturyLink's then-current month-to-month rates.

6.2 Termination. Either party may terminate Service and/or this Agreement in accordance with the applicable Tariff or for Cause. "Cause" means the failure of a party to perform a material obligation under this Agreement, which failure is not remedied: (a) for payment defaults by Customer, within five days of separate written notice from CenturyLink of such default (unless a different notice period is specified in the Tariff); or (b) for any other material breach, within 30 days of written notice (unless a different notice period is specified in the Tariff or this Agreement). Upon termination of a Service, Customer will remain liable for charges accrued but unpaid as of the termination date. If a Service is terminated by Customer other than for Cause, or by CenturyLink for Cause, before the conclusion of its Service Term, Customer will pay a "Termination Charge" equal to: (a) 100% of the balance of the MRCs that otherwise would have become due for the unexpired portion of the first 12 months of the Service Term if any, plus (b) 70% of the balance of the MRCs that otherwise would have become due for the unexpired portion, if any, of the Service Term beyond the first 12 months. Service will no longer be subject to a Termination Charge once it goes month-to-month after the completion of the Service Term.

6.3 Waiver Policy. A Termination Charge will be waived when all of the following conditions are met: (a) Customer discontinues Service and signs a new service agreement for any other CenturyLink-provided service(s); (b) the new service agreement has a total value equal to or greater than 115% of the remaining prorated value of the Service terminated(excluding any special construction charges, applicable nonrecurring charges, or previously billed but unpaid recurring and/or nonrecurring charges); (c) Customer places the orders to discontinue Service and establish new service at the same time; and (d) a new minimum service period goes into effect when the new service agreement term begins. The waiver does not apply to changes between regulated and unregulated or enhanced products and services.

7. Charges and Billing.

7.1 Customer must pay CenturyLink all charges indicated on the pricing attachment by the payment due date on the invoice. Any amount not paid when due is subject to late interest specified by the Tariff, or if there is no such late interest specified in the Tariff, the amount due will be subject to late interest at the lesser of 1.5% per month or the maximum rate allowed by law. In addition to payment of charges for Service, Customer must also pay CenturyLink any applicable Taxes assessed in connection with Service. "Taxes" means federal, state, and local excise, gross receipts, sales, use, privilege, or other tax (other than net income) now or in the future imposed by any governmental entity (whether such Taxes are assessed by a governmental authority directly upon CenturyLink or Customer) attributable or measured by the sale price or transaction amount, or surcharges, fees, and other similar charges that are required or permitted to be assessed on Customer. These charges may include state and federal Carrier Universal Service Charges, as well as charges related to E911, and Telephone Relay Service. Taxes may vary and are subject to change. Customer may access its invoices and choose paperless invoices online through CenturyLink Control Center located at controlcenter.centurylink.com. If Customer does not choose paperless invoices through Control Center, CenturyLink may in its discretion assess a $15 MRC for each full paper invoice provided to Customer or a $2 MRC for each summary/remit only (where available) paper invoice provided to Customer. Those charges will not apply to an invoice that is not available through Control Center. Customer's payments to CenturyLink must be in the form of electronic funds transfer (via wire transfer or ACH), cash payments (via previously approved CenturyLink processes only), or paper check. CenturyLink reserves the right to charge administrative fees when Customer's payment preferences deviate from CenturyLink's standard practices.

7.2 Customer must pay the charges for Service referenced in this Agreement. CenturyLink will protect a Service's MRC from any CenturyLink-initiated price increases during that Service's Service Term; provided, however any rate increases directed or mandated by a regulatory body with proper authority will increase the MRCs or NRCs pursuant to the applicable order.

7.3 Order Acceptance and Cancellation. CenturyLink and Customer will determine a mutually agreeable date for Service to be available for use. Customer's acceptance of Service will be subject to the terms in the applicable Tariff. If the order for Service is canceled (a) at Customer's request; or (b) by CenturyLink due to Customer's failure to accept Service, Customer will be subject to cancellation charges in the applicable Tariff.

8. Confidentiality. Neither party will, without the prior written consent of the other party: (a) disclose any of the terms of this Agreement; or (b) disclose or use (except as expressly permitted by, or required to achieve the purposes of, this Agreement) the Confidential Information of the other party. "Confidential Information" means any information that is not generally available to the public, whether of a technical, business, or other nature, and that: (a) the receiving party knows or has reason to know is confidential, proprietary, or trade secret information of the disclosing party; or (b) is of such a nature that the receiving party should reasonably understand that the disclosing party desires to protect the information from disclosure. Confidential Information will not include information that is in the public domain through no breach of this Agreement by the receiving party or is already known or is independently developed by the receiving party. Each party will use reasonable efforts to protect the other's Confidential Information and will use at least the same efforts to protect such Confidential Information as the party would use to protect its own.

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CenturyLink's consent may only be given by its Legal Department. A party may disclose Confidential Information if required to do so by a governmental agency, by operation of law, or if necessary, in any proceeding to establish rights or obligations under this Agreement.

9. Use of Name and Marks. Neither party will use the name or marks of the other party or any of its Affiliates for any purpose without the other party's prior written consent. CenturyLink's consent may only be given by its Legal Department. "Affiliate" means any entity controlled by, controlling, or under common control with a party.

10. Disclaimer of Warranties. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, SERVICE IS PROVIDED "AS IS." CENTURYLINK DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

11. Limitations of Liability. The remedies and limitations of liability for any claims arising between the parties are set forth below.

11.1 Consequential Damages. NEITHER PARTY OR ITS AFFILIATES, AGENTS, OR CONTRACTORS IS LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES OR FOR ANY LOST PROFITS, LOST REVENUES, LOST DATA, LOST BUSINESS OPPORTUNITY, OR COSTS OF COVER. THESE LIMITATIONS APPLY REGARDLESS OF THE LEGAL THEORY UNDER WHICH SUCH LIABILITY IS ASSERTED AND REGARDLESS OF FORESEEABILITY.

11.2 Claims Related to Service. For Service-related claims by Customer, Customer's exclusive remedies are limited to the SLA.

11.3 Personal Injury; Death; Property Damages. For claims arising out of personal injury or death to a party's employee, or damage to a party's real or personal property, that are caused by the other party's negligence or willful misconduct in the performance of this Agreement, each party's liability is limited to proven direct damages.

12. Miscellaneous.

12.1 General. This Agreement's benefits do not extend to any third party (e.g., an End User). "End User" means Customer's members, end users, customers, or any other third parties who use or access Service or the CenturyLink network via Service. If any term of this Agreement is held unenforceable, the remaining terms will remain in effect. Neither party's failure to exercise any right or to insist upon strict performance of any provision of this Agreement is a waiver of any right under this Agreement. The terms and conditions of this Agreement regarding confidentiality, limitation of liability, warranties, payment, dispute resolution, and all other terms of this Agreement that should by their nature survive the termination of this Agreement will survive. Each party is not responsible for any delay or other failure to perform due to a Force Majeure Event. "Force Majeure Event" means an unforeseeable event beyond the reasonable control of that party, including without limitation: act of God, fire, explosion, lightning, hurricane, labor dispute, cable cuts by third parties, acts of terror, material shortages or unavailability, government laws or regulations, war or civil disorder, or failures of suppliers of goods and services. Customer may not assign this Agreement or any of its rights or obligations under this Agreement without the prior written consent of CenturyLink, which consent will not be unreasonably withheld. Customer may not assign to a reseller or a telecommunications carrier under any circumstances and Customer represents that it will not resell Service.

12.2 Conflicts Provision. If a conflict exists among provisions within this Agreement, the following order of precedence will apply in descending order of control: Tariff, this Agreement, the Tech Pub and CenturyLink records.

12.3 Independent Contractor. CenturyLink provides Service as an independent contractor. This Agreement will not create an employer-employee relationship, association, joint venture, partnership, or other form of legal entity or business enterprise between the parties, their agents, employees or affiliates.

12.4 ARRA. Customer will not pay for Service with funds obtained through the American Recovery and Reinvestment Act or other similar stimulus grants or loans that would obligate CenturyLink to provide certain information or perform certain functions unless each of those obligations are explicitly identified and agreed to by the parties in this Agreement or in an amendment to this Agreement.

12.5 HIPAA. CenturyLink Communications, LLC does not require or intend to access Customer data in its performance hereunder, including but not limited to any confidential health related information of Customer's clients, which may include group health plans, that constitutes Protected Health Information ("PHI"), as defined in 45 C.F.R. §160.103 under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA Rules"). To the extent that any exposure to PHI is incidental to CenturyLink's provision of Service and not meant for the purpose of accessing, managing the PHI or creating or manipulating the PHI, such exposure is allowable under 45 CFR 164.502(a)(1)(iii).

12.6 Credit Approval. Provision of Service is subject to CenturyLink's credit approval of Customer. As part of the credit approval process, CenturyLink may require Customer to provide a deposit or other security. Additionally, if Customer's financial circumstance or payment history becomes reasonably unacceptable to CenturyLink, CenturyLink may require adequate assurance of future payment as a condition of continuing CenturyLink's provision of Service. Customer's failure to provide adequate assurances required by CenturyLink is a material breach of this Agreement. CenturyLink may provide Customer's payment history or other billing/charge information to credit reporting agencies or industry clearinghouses.

12.7 Governing Law; Dispute Resolution.

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(a) Governing Law; Forum. Colorado state law, without regard to choice-of-law principles, governs all matters relating to this Agreement, except with regard to matters which are within the exclusive jurisdiction of the state or federal regulatory agency. Any legal proceeding relating to this Agreement will be brought in a U.S. District Court, or absent federal jurisdiction, in a state court of competent jurisdiction, in Denver, Colorado. This provision is not intended to deprive a small claims court or state agency of lawful jurisdiction that would otherwise exist over a claim or controversy between the parties.

(b) Waiver of Jury Trial and Class Action. Each party, to the extent permitted by law, knowingly, voluntarily, and intentionally waives its right to a jury trial and any right to pursue any claim or action relating to this Agreement on a class or consolidated basis or in a representative capacity. If for any reason the jury trial waiver is held to be unenforceable, the parties agree to binding arbitration for any dispute relating to this Agreement under the Federal Arbitration Act, 9 U.S.C. § 1, et. seq. The arbitration will be conducted in accordance with the JAMS Comprehensive Arbitration Rules. Judgment upon the arbitration award may be entered in any court having jurisdiction.

(c) Limitations Period. Any claim relating to this Agreement must be brought within two years after the claim arises.

12.8 No Resale; Compliance. Customer represents that it is not a reseller of any telecommunication services provided under this Agreement as described in the Telecommunications Act of 1996, as amended, or applicable state law and acknowledges it is not entitled to any reseller discounts under any laws. Customer's use of Service must comply with all applicable laws.

12.9 Amendments; Changes. This Agreement may be amended only in a writing signed by both parties' authorized representatives. Each party may, at any time, reject any handwritten change or other alteration to this Agreement. CenturyLink may amend, change, or withdraw the Tariffs, with such updated Tariffs effective upon posting or upon fulfillment of any necessary regulatory requirements.

12.10 Notices. All notices must be in writing. Notices are deemed given if sent to the addressee specified for a party either: (a) by registered or certified U.S. mail, return receipt requested, postage prepaid, three days after such mailing; or (b) by national overnight courier service, next business day; or (c) by facsimile when delivered if duplicate notice is also sent by regular U.S. Mail.

(a) Service Notices. All Customer notices for Service disconnect and termination must be sent via e mail to: CenturyLink, Attn.: BusinessDisconnects@centurylink.com and must contain the account name, account number, identification of the Service(s), and Service address(es). Such disconnect and termination is effective 30 days after CenturyLink's receipt of the notice. All Customer notices for Service non-renewal and other routine operational notices will be provided to its CenturyLink sales representative. Failure to provide disconnect, termination and non-renewal notices in accordance with the terms of this Agreement may result in continued charges, and CenturyLink will not credit charges for such noncompliance.

(b) Legal Notice. All legal notices required to be given under the Agreement will be in writing and provided to CenturyLink at: 931 14th St., #900, Denver, CO 80202; Fax: 888-778-0054; Attn.: Legal Dept., and to Customer as provided in the Agreement or in its absence, to Customer's address reflected in CenturyLink's records Attn. General Counsel.

12.11 Entire Agreement. This Agreement (including all referenced documents) constitutes the entire agreement between the parties and supersedes all prior oral or written agreements or understandings relating to the same service or circuits at the same locations as covered under this Agreement. Using CenturyLink's electronic signature process for this Agreement is acceptable.

FOR CENTURYLINK INTERNAL USE ONLY
FUNDING CONCURRENCE REQUIRED PRIOR TO EXECUTION FOR NEW SERVICE (NOT REQUIRED FOR RENEWALS)
AQCB Quote No.
Date Concurred:

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EXHIBIT A-5
CENTURYLINK OPTICAL WAVELENGTH SERVICE AGREEMENT
Intrastate

PRICING ATTACHMENT
STATE OF COLORADO

AQCB Contract Number insert the Sold number from AQCB
Billing Number insert Billing Number

Service expires 12 months from the start of service date as evidenced by CenturyLink records ("Service Term"). When Customer is renewing a Service Pricing Attachment with no Service changes, the start of a new Service Term, identified in this paragraph, is the sole entry that needs to be completed. When Customer is changing Service under an amended Service Pricing Attachment, the AQCB Contract Number needs to be completed.

Optical Wavelength Service Elements and Charges. Two circuit configuration options: (1) Point-to-Point with 2 Optical Channels and possible Transport Channel Mileage; and/or (2) CO Termination with 1 Optical Channel, 1 Central Office Termination and possible Transport Channel Mileage.

Service Ordered. Customer orders and QC will supply Service as priced below.

Circuit Type	Service Element	Quantity (# of rate elements / miles)	Originating Location	Terminating Location	Design Type	60 Mo Element MRC*	60 Mo Element Extended MRC	Total NRC Per Service Element
10 Gigabit LAN-PHY	Optical Channel	1	690 Kipling, Lakewood, CO 80215 (303/232)	12500 E Arapahoe Rd., Centennial, CO 80112 (303/649)	Unprotected	$765.00	$765.00	$0.00
10 Gigabit LAN-PHY	Optical Channel	1	690 Kipling, Lakewood, CO 80215 (303/232)	12500 E Arapahoe Rd., Centennial, CO 80112 (303/649)	Unprotected	$765.00	$765.00	$0.00
10 Gigabit LAN-PHY	Transport Mileage	17	690 Kipling, Lakewood, CO 80215 (303/232)	12500 E Arapahoe Rd., Centennial, CO 80112 (303/649)	Unprotected	$10.00	$170.00	$0.00
						Total Monthly:	**$1,700.00**	$0.00

10 Gigabit LAN-PHY	Optical Channel	1	8100 E Lowry Blvd, Denver CO 80230 (303/340)	12500 E Arapahoe Rd., Centennial, CO 80112 (303/649)	Unprotected	$765.00	$765.00	$0.00
10 Gigabit LAN-PHY	Optical Channel	1	8100 E Lowry Blvd, Denver CO 80230 (303/340)	12500 E Arapahoe Rd., Centennial, CO 80112 (303/649)	Unprotected	$765.00	$765.00	$0.00

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10 Gigabit LAN-PHY	Transport Mileage	13	8100 E Lowry Blvd, Denver CO 80230 (303/340)	12500 E Arapahoe Rd., Centennial, CO 80112 (303/649)	Unprotected	$10.00	$140.00	$0.00
						Total Monthly:	**$1,670.00**	$0.00

10 Gigabit LAN-PHY	Optical Channel	1	1525 Sherman St, Denver, CO 80203 (303/830)	12500 E Arapahoe Rd., Centennial, CO 80112 (303/649)	Unprotected	$765.00	$765.00	$0.00
10 Gigabit LAN-PHY	Optical Channel	1	1525 Sherman St, Denver, CO 80203 (303/830)	12500 E Arapahoe Rd., Centennial, CO 80112 (303/649)	Unprotected	$765.00	$765.00	$0.00
10 Gigabit LAN-PHY	Transport Mileage	14	1525 Sherman St, Denver, CO 80203 (303/830)	12500 E Arapahoe Rd., Centennial, CO 80112 (303/649)	Unprotected	$10.00	$150.00	$0.00
						Total Monthly:	**$1,680.00**	$0.00

10 Gigabit LAN-PHY	Optical Channel	1	2829 W Howard Place, Denver, CO 80204 (303/534)	12500 E Arapahoe Rd., Centennial, CO 80112 (303/649)	Unprotected	$765.00	$765.00	$0.00
10 Gigabit LAN-PHY	Optical Channel	1	2829 W Howard Place, Denver, CO 80204 (303/534)	12500 E Arapahoe Rd., Centennial, CO 80112 (303/649)	Unprotected	$765.00	$765.00	$0.00
10 Gigabit LAN-PHY	Transport Mileage	15	2829 W Howard Place, Denver, CO 80204 (303/534)	12500 E Arapahoe Rd., Centennial, CO 80112 (303/649)	Unprotected	$10.00	$90.00	$0.00
						Total Monthly:	**$1,620.00**	$0.00

10 Gigabit LAN-PHY	Optical Channel	1	9180 Commerce Center Cir, Highlands Ranch (303/791)	12500 E Arapahoe Rd., Centennial, CO 80112 (303/649)	Unprotected	$765.00	$765.00	$0.00
10 Gigabit LAN-PHY	Optical Channel	1	9180 Commerce Center Cir, Highlands Ranch (303/791)	12500 E Arapahoe Rd., Centennial, CO 80112	Unprotected	$765.00	$765.00	$0.00

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				(303/649)				
10 Gigabit LAN-PHY	Transport Mileage	6	9180 Commerce Center Cir, Highlands Ranch (303/791)	12500 E Arapahoe Rd., Centennial, CO 80112 (303/649)	Unprotected	$10.00	$60.00	$0.00
						Total Monthly:	**$1,590.00**	$0.00

10 Gigabit LAN-PHY	Optical Channel	1	4300 Cherry Creek South Drive, Glendale 80246 (303/691)	12500 E Arapahoe Rd., Centennial, CO 80112 (303/649)	Unprotected	$765.00	$765.00	$0.00
10 Gigabit LAN-PHY	Optical Channel	1	4300 Cherry Creek South Drive, Glendale 80246 (303/691)	12500 E Arapahoe Rd., Centennial, CO 80112 (303/649)	Unprotected	$765.00	$765.00	$0.00
10 Gigabit LAN-PHY	Transport Mileage	9	4300 Cherry Creek South Drive, Glendale 80246 (303/691)	12500 E Arapahoe Rd., Centennial, CO 80112 (303/649)	Unprotected	$10.00	$90.00	$0.00
						Total Monthly:	**$1,620.00**	$0.00

10 Gigabit LAN-PHY	Optical Channel	1	6900 S Peoria St, Centennial, CO 80112 (303/649)	12500 E Arapahoe Rd., Centennial, CO 80112 (303/649)	Unprotected	$765.00	$765.00	$0.00
10 Gigabit LAN-PHY	Optical Channel	1	6900 S Peoria St, Centennial, CO 80112 (303/649)	12500 E Arapahoe Rd., Centennial, CO 80112 (303/649)	Unprotected	$765.00	$765.00	$0.00
10 Gigabit LAN-PHY	Transport Mileage	0	6900 S Peoria St, Centennial, CO 80112 (303/649)	12500 E Arapahoe Rd., Centennial, CO 80112 (303/649)	Unprotected	$10.00	$0.00	$0.00
						Total Monthly:	**$1,530.00**	$0.00

10 Gigabit LAN-PHY	Optical Channel	1	1200 N Broadway St, Denver, CO (303/830)	12500 E Arapahoe Rd., Centennial, CO 80112 (303/649)	Unprotected	$765.00	$765.00	$0.00

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10 Gigabit LAN-PHY	Optical Channel	1	1200 N Broadway St, Denver, CO (303/830)	12500 E Arapahoe Rd., Centennial, CO 80112 (303/649)	Unprotected	$765.00	$765.00	$0.00
10 Gigabit LAN-PHY	Transport Mileage	14	1200 N Broadway St, Denver, CO (303/830)	12500 E Arapahoe Rd., Centennial, CO 80112 (303/649)	Unprotected	$10.00	$140.00	$0.00
						Total Monthly:	**$1,670.00**	$0.00

10 Gigabit LAN-PHY	Optical Channel	1	1313 Sherman St, Denver, CO 80203 (303/830)	690 Kipling, Lakewood, CO 80215 (303/232)	Unprotected	$765.00	$765.00	$0.00
10 Gigabit LAN-PHY	Optical Channel	1	1313 Sherman St, Denver, CO 80203 (303/830)	690 Kipling, Lakewood, CO 80215 (303/232)	Unprotected	$765.00	$765.00	$0.00
10 Gigabit LAN-PHY	Transport Mileage	6	1313 Sherman St, Denver, CO 80203 (303/830)	690 Kipling, Lakewood, CO 80215 (303/232)	Unprotected	$10.00	$60.00	$0.00
						Total Monthly:	**$1,590.00**	$0.00

10 Gigabit LAN-PHY	Optical Channel	1	1525 Sherman St, Denver, CO 80203 (303/830)	690 Kipling, Lakewood, CO 80215 (303/232)	Unprotected	$765.00	$765.00	$0.00
10 Gigabit LAN-PHY	Optical Channel	1	1525 Sherman St, Denver, CO 80203 (303/830)	690 Kipling, Lakewood, CO 80215 (303/232)	Unprotected	$765.00	$765.00	$0.00
10 Gigabit LAN-PHY	Transport Mileage	6	1525 Sherman St, Denver, CO 80203 (303/830)	690 Kipling, Lakewood, CO 80215 (303/232)	Unprotected	$10.00	$60.00	$0.00
						Total Monthly:	**$1,590.00**	$0.00

10 Gigabit LAN-PHY	Optical Channel	1	1200 Larimer St, Denver, CO (303/534)	690 Kipling, Lakewood, CO 80215 (303/232)	Unprotected	$765.00	$765.00	$0.00
10 Gigabit LAN-PHY	Optical Channel	1	1200 Larimer St, Denver, CO (303/534)	690 Kipling, Lakewood, CO 80215 (303/232)	Unprotected	$765.00	$765.00	$0.00
10 Gigabit LAN-PHY	Transport Mileage	5	1200 Larimer St, Denver, CO (303/534)	690 Kipling, Lakewood, CO 80215 (303/232)	Unprotected	$10.00	$50.00	$0.00
						Total Monthly:	**$1,580.00**	$0.00

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10 Gigabit LAN-PHY	Optical Channel	1	6900 S Peoria St, Centennial, CO 80112 (303/649)	690 Kipling, Lakewood, CO 80215 (303/232)	Unprotected	$765.00	$765.00	$0.00
10 Gigabit LAN-PHY	Optical Channel	1	6900 S Peoria St, Centennial, CO 80112 (303/649)	690 Kipling, Lakewood, CO 80215 (303/232)	Unprotected	$765.00	$765.00	$0.00
10 Gigabit LAN-PHY	Transport Mileage	17	6900 S Peoria St, Centennial, CO 80112 (303/649)	690 Kipling, Lakewood, CO 80215 (303/232)	Unprotected	$10.00	$170.00	$0.00
						Total Monthly:	**$1,700.00**	$0.00

10 Gigabit LAN-PHY	Optical Channel	1	2829 W Howard Place, Denver, CO 80204 (303/534)	690 Kipling, Lakewood, CO 80215 (303/232)	Unprotected	$765.00	$765.00	$0.00
10 Gigabit LAN-PHY	Optical Channel	1	2829 W Howard Place, Denver, CO 80204 (303/534)	690 Kipling, Lakewood, CO 80215 (303/232)	Unprotected	$765.00	$765.00	$0.00
10 Gigabit LAN-PHY	Transport Mileage	5	2829 W Howard Place, Denver, CO 80204 (303/534)	690 Kipling, Lakewood, CO 80215 (303/232)	Unprotected	$10.00	$50.00	$0.00
						Total Monthly:	**$1,580.00**	$0.00

10 Gigabit LAN-PHY	Optical Channel	1	8100 E Lowry Blvd, Denver CO 80230 (303/340)	690 Kipling, Lakewood, CO 80215 (303/232)	Unprotected	$765.00	$765.00	$0.00
10 Gigabit LAN-PHY	Optical Channel	1	8100 E Lowry Blvd, Denver CO 80230 (303/340)	690 Kipling, Lakewood, CO 80215 (303/232)	Unprotected	$765.00	$765.00	$0.00
10 Gigabit LAN-PHY	Transport Mileage	12	8100 E Lowry Blvd, Denver CO 80230 (303/340)	690 Kipling, Lakewood, CO 80215 (303/232)	Unprotected	$10.00	$120.00	$0.00
						Total Monthly:	**$1,650.00**	$0.00

10 Gigabit LAN-PHY	Optical Channel	1	4300 Cherry Creek South Drive, Glendale 80246 (303/691)	690 Kipling, Lakewood, CO 80215 (303/232)	Unprotected	$765.00	$765.00	$0.00

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10 Gigabit LAN-PHY	Optical Channel	1	4300 Cherry Creek South Drive, Glendale 80246 (303/691)	690 Kipling, Lakewood, CO 80215 (303/232)	Unprotected	$765.00	$765.00	$0.00
10 Gigabit LAN-PHY	Transport Mileage	9	4300 Cherry Creek South Drive, Glendale 80246 (303/691)	690 Kipling, Lakewood, CO 80215 (303/232)	Unprotected	$10.00	$90.00	$0.00
						Total Monthly:	**$1,620.00**	$0.00

MRC price is for those locations with on-net facilities. If special construction or other unforeseen costs arise, Lumen will work with the State on ICB pricing

100 Gbps Optical Wave "Core" Pricing Table:*

Circuit Type	Service Element	Quantity (# of rate elements / miles)	Originating Location	Terminating Location	Design Type	60 Mo Element MRC*	60 Mo Element Extended MRC	Total NRC Per Service Element
100 GbE	Optical Channel	1	690 Kipling, Lakewood, CO 80215 (303/232)	12500 E Arapahoe Rd., Centennial, CO 80112 (303/649)	Unprotected	$1,900.00	$1,900.00	$0.00
100 GbE	Optical Channel	1	690 Kipling, Lakewood, CO 80215 (303/232)	12500 E Arapahoe Rd., Centennial, CO 80112 (303/649)	Unprotected	$1,900.00	$1,900.00	$0.00
100 GbE	Transport Mileage	17	690 Kipling, Lakewood, CO 80215 (303/232)	12500 E Arapahoe Rd., Centennial, CO 80112 (303/649)	Unprotected	$10.00	$170.00	$0.00
						Total Monthly:	**$3,970.00**	$0.00

100 GbE	Optical Channel	1	8100 E Lowry Blvd, Denver CO 80230 (303/340)	12500 E Arapahoe Rd., Centennial, CO 80112 (303/649)	Unprotected	$1,900.00	$1,900.00	$0.00
100 GbE	Optical Channel	1	8100 E Lowry Blvd, Denver CO 80230 (303/340)	12500 E Arapahoe Rd., Centennial, CO 80112 (303/649)	Unprotected	$1,900.00	$1,900.00	$0.00

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100 GbE	Transport Mileage	13	8100 E Lowry Blvd, Denver CO 80230 (303/340)	12500 E Arapahoe Rd., Centennial, CO 80112 (303/649)	Unprotected	$10.00	$130.00	$0.00
						Total Monthly:	**$3,930.00**	$0.00

100 GbE	Optical Channel	1	1525 Sherman St, Denver, CO 80203 (303/830)	12500 E Arapahoe Rd., Centennial, CO 80112 (303/649)	Unprotected	$1,900.00	$1,900.00	$0.00
100 GbE	Optical Channel	1	1525 Sherman St, Denver, CO 80203 (303/830)	12500 E Arapahoe Rd., Centennial, CO 80112 (303/649)	Unprotected	$1,900.00	$1,900.00	$0.00
100 GbE	Transport Mileage	14	1525 Sherman St, Denver, CO 80203 (303/830)	12500 E Arapahoe Rd., Centennial, CO 80112 (303/649)	Unprotected	$10.00	$140.00	$0.00
						Total Monthly:	**$3,940.00**	$0.00

100 GbE	Optical Channel	1	2829 W Howard Place, Denver, CO 80204 (303/534)	12500 E Arapahoe Rd., Centennial, CO 80112 (303/649)	Unprotected	$1,900.00	$1,900.00	$0.00
100 GbE	Optical Channel	1	2829 W Howard Place, Denver, CO 80204 (303/534)	12500 E Arapahoe Rd., Centennial, CO 80112 (303/649)	Unprotected	$1,900.00	$1,900.00	$0.00
100 GbE	Transport Mileage	15	2829 W Howard Place, Denver, CO 80204 (303/534)	12500 E Arapahoe Rd., Centennial, CO 80112 (303/649)	Unprotected	$10.00	$150.00	$0.00
						Total Monthly:	**$3,950.00**	$0.00

100 GbE	Optical Channel	1	9180 Commerce Center Cir, Highlands Ranch (303/791)	12500 E Arapahoe Rd., Centennial, CO 80112 (303/649)	Unprotected	$1,900.00	$1,900.00	$0.00
100 GbE	Optical Channel	1	9180 Commerce Center Cir, Highlands Ranch (303/791)	12500 E Arapahoe Rd., Centennial, CO 80112 (303/649)	Unprotected	$1,900.00	$1,900.00	$0.00

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100 GbE	Transport Mileage	6	9180 Commerce Center Cir, Highlands Ranch (303/791)	12500 E Arapahoe Rd., Centennial, CO 80112 (303/649)	Unprotected	$10.00	$60.00	$0.00
						Total Monthly:	**$3,860.00**	$0.00

100 GbE	Optical Channel	1	4300 Cherry Creek South Drive, Glendale 80246 (303/691)	12500 E Arapahoe Rd., Centennial, CO 80112 (303/649)	Unprotected	$1,900.00	$1,900.00	$0.00
100 GbE	Optical Channel	1	4300 Cherry Creek South Drive, Glendale 80246 (303/691)	12500 E Arapahoe Rd., Centennial, CO 80112 (303/649)	Unprotected	$1,900.00	$1,900.00	$0.00
100 GbE	Transport Mileage	9	4300 Cherry Creek South Drive, Glendale 80246 (303/691)	12500 E Arapahoe Rd., Centennial, CO 80112 (303/649)	Unprotected	$10.00	$90.00	$0.00
						Total Monthly:	**$3,890.00**	$0.00

100 GbE	Optical Channel	1	6900 S Peoria St, Centennial, CO 80112 (303/649)	12500 E Arapahoe Rd., Centennial, CO 80112 (303/649)	Unprotected	$1,900.00	$1,900.00	$0.00
100 GbE	Optical Channel	1	6900 S Peoria St, Centennial, CO 80112 (303/649)	12500 E Arapahoe Rd., Centennial, CO 80112 (303/649)	Unprotected	$1,900.00	$1,900.00	$0.00
100 GbE	Transport Mileage	0	6900 S Peoria St, Centennial, CO 80112 (303/649)	12500 E Arapahoe Rd., Centennial, CO 80112 (303/649)	Unprotected	$10.00	$0.00	$0.00
						Total Monthly:	**$3,800.00**	$0.00

100 GbE	Optical Channel	1	1200 N Broadway St, Denver, CO (303/830)	12500 E Arapahoe Rd., Centennial, CO 80112 (303/649)	Unprotected	$1,900.00	$1,900.00	$0.00

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100 GbE	Optical Channel	1	1200 N Broadway St, Denver, CO (303/830)	12500 E Arapahoe Rd., Centennial, CO 80112 (303/649)	Unprotected	$1,900.00	$1,900.00	$0.00
100 GbE	Transport Mileage	14	1200 N Broadway St, Denver, CO (303/830)	12500 E Arapahoe Rd., Centennial, CO 80112 (303/649)	Unprotected	$10.00	$140.00	$0.00
						Total Monthly:	**$3,940.00**	$0.00

100 GbE	Optical Channel	1	1313 Sherman St, Denver, CO 80203 (303/830)	690 Kipling, Lakewood, CO 80215 (303/232)	Unprotected	$1,900.00	$1,900.00	$0.00
100 GbE	Optical Channel	1	1313 Sherman St, Denver, CO 80203 (303/830)	690 Kipling, Lakewood, CO 80215 (303/232)	Unprotected	$1,900.00	$1,900.00	$0.00
100 GbE	Transport Mileage	6	1313 Sherman St, Denver, CO 80203 (303/830)	690 Kipling, Lakewood, CO 80215 (303/232)	Unprotected	$10.00	$60.00	$0.00
						Total Monthly:	**$3,860.00**	$0.00

100 GbE	Optical Channel	1	1525 Sherman St, Denver, CO 80203 (303/830)	690 Kipling, Lakewood, CO 80215 (303/232)	Unprotected	$1,900.00	$1,900.00	$0.00
100 GbE	Optical Channel	1	1525 Sherman St, Denver, CO 80203 (303/830)	690 Kipling, Lakewood, CO 80215 (303/232)	Unprotected	$1,900.00	$1,900.00	$0.00
100 GbE	Transport Mileage	6	1525 Sherman St, Denver, CO 80203 (303/830)	690 Kipling, Lakewood, CO 80215 (303/232)	Unprotected	$10.00	$60.00	$0.00
						Total Monthly:	**$3,860.00**	$0.00

100 GbE	Optical Channel	1	1200 Larimer St, Denver, CO (303/534)	690 Kipling, Lakewood, CO 80215 (303/232)	Unprotected	$1,900.00	$1,900.00	$0.00
100 GbE	Optical Channel	1	1200 Larimer St, Denver, CO (303/534)	690 Kipling, Lakewood, CO 80215 (303/232)	Unprotected	$1,900.00	$1,900.00	$0.00

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100 GbE	Transport Mileage	5	1200 Larimer St, Denver, CO (303/534)	690 Kipling, Lakewood, CO 80215 (303/232)	Unprotected	$10.00	$50.00	$0.00
						Total Monthly:	**$3,850.00**	$0.00

100 GbE	Optical Channel	1	6900 S Peoria St, Centennial, CO 80112 (303/649)	690 Kipling, Lakewood, CO 80215 (303/232)	Unprotected	$1,900.00	$1,900.00	$0.00
100 GbE	Optical Channel	1	6900 S Peoria St, Centennial, CO 80112 (303/649)	690 Kipling, Lakewood, CO 80215 (303/232)	Unprotected	$1,900.00	$1,900.00	$0.00
100 GbE	Transport Mileage	17	6900 S Peoria St, Centennial, CO 80112 (303/649)	690 Kipling, Lakewood, CO 80215 (303/232)	Unprotected	$10.00	$170.00	$0.00
						Total Monthly:	**$3,970.00**	$0.00

100 GbE	Optical Channel	1	2829 W Howard Place, Denver, CO 80204 (303/534)	690 Kipling, Lakewood, CO 80215 (303/232)	Unprotected	$1,900.00	$1,900.00	$0.00
100 GbE	Optical Channel	1	2829 W Howard Place, Denver, CO 80204 (303/534)	690 Kipling, Lakewood, CO 80215 (303/232)	Unprotected	$1,900.00	$1,900.00	$0.00
100 GbE	Transport Mileage	5	2829 W Howard Place, Denver, CO 80204 (303/534)	690 Kipling, Lakewood, CO 80215 (303/232)	Unprotected	$10.00	$50.00	$0.00
						Total Monthly:	**$3,850.00**	$0.00

100 GbE	Optical Channel	1	8100 E Lowry Blvd, Denver CO 80230 (303/340)	690 Kipling, Lakewood, CO 80215 (303/232)	Unprotected	$1,900.00	$1,900.00	$0.00
100 GbE	Optical Channel	1	8100 E Lowry Blvd, Denver CO 80230 (303/340)	690 Kipling, Lakewood, CO 80215 (303/232)	Unprotected	$1,900.00	$1,900.00	$0.00

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100 GbE	Transport Mileage	12	8100 E Lowry Blvd, Denver CO 80230 (303/340)	690 Kipling, Lakewood, CO 80215 (303/232)	Unprotected	$10.00	$120.00	$0.00
						Total Monthly:	**$3,920.00**	$0.00

100 GbE	Optical Channel	1	4300 Cherry Creek South Drive, Glendale 80246 (303/691)	690 Kipling, Lakewood, CO 80215 (303/232)	Unprotected	$1,900.00	$1,900.00	$0.00
100 GbE	Optical Channel	1	4300 Cherry Creek South Drive, Glendale 80246 (303/691)	690 Kipling, Lakewood, CO 80215 (303/232)	Unprotected	$1,900.00	$1,900.00	$0.00
100 GbE	Transport Mileage	9	4300 Cherry Creek South Drive, Glendale 80246 (303/691)	690 Kipling, Lakewood, CO 80215 (303/232)	Unprotected	$10.00	$90.00	$0.00
						Total Monthly:	**$3,890.00**	$0.00

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EXHIBIT A-5
CENTURYLINK OPTICAL WAVELENGTH SERVICE AGREEMENT
Intrastate

Future pricing for Intrastate Optical Wavelength:

Circuit Type	Service Element	Quantity (# of rate elements / miles)	Originating Location	Terminating Location	Design Type	60 Mo Element MRC*	60 Mo Element Extended MRC*	Total NRC Per Service Element
10 Gigabit LAN-PHY	Optical Channel	1	TBD	TBD	Unprotected	$765.00	$765.00	$ -
10 Gigabit LAN-PHY	Optical Channel	1	TBD	TBD	Unprotected	$765.00	$765.00	$ -
10 Gigabit LAN-PHY	Transport Mileage	1	Qty TBD	Qty TBD	Unprotected	$10.00	TBD	$ -
						Total Monthly:	**TBD**	$ -

MRC price is for those locations with on-net facilities. If special construction or other unforeseen costs arise, Lumen will work with the State on ICB pricing.

Circuit Type	Service Element	Quantity (# of rate elements / miles)	Originating Location	Terminating Location	Design Type	60 Mo Element MRC*	60 Mo Element Extended MRC*	Total NRC Per Service Element
100 GbE	Optical Channel	1	TBD	TBD	Unprotected	$1,900.00	$1,900.00	$ -
100 GbE	Optical Channel	1	TBD	TBD	Unprotected	$1,900.00	$1,900.00	$ -
100 GbE	Transport Mileage	1	Qty TBD	Qty TBD	Unprotected	$10.00	TBD	$ -
						Total Monthly:	**TBD**	$ -

MRC price is for those locations with on-net facilities. If special construction or other unforeseen costs arise, Lumen will work with the State on ICB pricing.

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EXHIBIT A-6
CENTURYLINK METRO ETHERNET SERVICE EXHIBIT

This CenturyLink Metro Ethernet Service Agreement ("Agreement") between **STATE OF COLORADO** ("Customer") and Qwest Corporation d/b/a CenturyLink QC ("CenturyLink") is effective on the date of execution by CenturyLink ("Effective Date").

Tariff

Service will be governed by: (a) the Tariff applicable to Service; and (b) to the extent a comparable Tariff term or condition does not apply to Service, the terms and conditions set forth in this Agreement. "Tariff" includes as applicable: CenturyLink state tariffs, price lists, price schedules, administrative guidelines, catalogs, and rate and term schedules incorporated by this reference and posted at http://www.centurylink.com/tariffs. For reference purposes, Service is subject to technical publication 77411 located at http://qwest.centurylink.com/techpub/ ("Tech Pub").

1. Scope.

1.1 Metro Ethernet Service ("Service") is a flexible transport service that uses established Ethernet transport technology. The Service provides connections between multiple Customer locations within a metropolitan area using native Ethernet protocol. The transmission speed depends on the Ethernet port ("Port") selected and the amount of bandwidth ordered over the Port ("Bandwidth Profile"). Service extends to the Demarcation Point. "Demarcation Point" means the CenturyLink-designated physical interface between the CenturyLink-owned network and Customer's telecommunications equipment. Service is available over two designs: (a) Customer Premises, supporting transmission speeds as low as 1 Mbps and up to 1 Gbps in increments of 10 Mbps from 10 to 100 Mbps, and in increments of 100 Mbps from 100 to 1,000 Mbps and (b) Central Office, supporting transmission speeds of 100 Mbps, 600 Mbps and 1,000 Mbps. "SLA" means the service level agreement specific to the Service, as set forth in Exhibit B, attached hereto. . The SLA provides Customer's sole and exclusive remedy for service interruptions or service deficiencies of any kind whatsoever for Service.

1.2 Any CenturyLink tariff, price list, price schedule, administrative guideline, catalog, and other rate and term schedules (hereinafter, whether individually or together, "Tariff") applicable to the Service is incorporated into this Agreement by reference and made a part of this Agreement. The Service will be governed by: (a) the Tariff applicable to the Service; and (b) to the extent a comparable Tariff term or condition does not apply to the Service, the terms and conditions set forth in this Agreement. CenturyLink reserves the right to amend, change, withdraw, or file additional Tariffs in its sole discretion, with such updated Tariffs effective upon posting or upon fulfillment of any necessary regulatory requirements.

1.3 Service provided herein is subject to network infrastructure availability and may require the expenditure of CenturyLink capital funds ("Funding") to provide Service to Customer. If a location requires Funding, CenturyLink will only provide Service if Funding has been approved as evidenced on the signature page of this Agreement. Such approval will be granted at the sole discretion of CenturyLink. In the event this Agreement is executed, and the required Funding is not approved, CenturyLink agrees to cooperate with Customer in good faith to develop an alternative service solution and may terminate this Agreement immediately without penalty.

1.4 Customer understands and agrees that CenturyLink supplies Service as an intrastate, intraLATA telecommunications service, as defined by State and/or Federal Communications Commission ("F.C.C.") regulations, which are incorporated herein by this reference. It is Customer's responsibility to ensure that Customer uses Service as an intrastate, intraLATA telecommunications service consistent with such regulations. F.C.C. regulations permit interstate usage of Service if such usage does not exceed 10% of the total usage. If Customer should use this Service for any other purpose, or if interstate usage exceeds 10%, it is Customer's responsibility to immediately notify CenturyLink of such use and to place an order for appropriate service. CenturyLink will bill, and Customer will promptly pay, appropriate monthly recurring charges, for such use of and changes to Customer's telecommunications service including, but not limited to all applicable CenturyLink Rates and Services Schedule No. 1 interstate access charges or intrastate Tariff access charges.

1.5 "Construction" means when Service may not be available due to facilities limitations and it is necessary for CenturyLink to construct facilities. "Funding" means charges to Customer over the term of a Service contract covering CenturyLink's calculated costs for providing Service and it's expected rate of return when network infrastructure is not available to provide Service to Customer. CenturyLink may assess separate Construction charges if facilities are not available to meet an order for Service and CenturyLink constructs facilities under one or more of the following circumstances: (a) the amount of Customer's expected payments over the term of the Agreement does not exceed CenturyLink's calculated cost of providing the Service plus its expected rate of return; (b) Customer requests that Service be furnished using a type of facility, or via a route that CenturyLink would not normally utilize in providing the requested Service; (c) more facilities are requested than would normally be required to satisfy an order; and (d) Customer requests that Construction be expedited, resulting in added cost to CenturyLink. Service provided under this Agreement is subject to Funding approval and that approval will be evidenced in the Funding Concurrence block on this Agreement. That approval will be granted at the sole discretion of CenturyLink. In the event contract documents are signed under which Customer is ordering Service for which Funding is not approved, CenturyLink will cooperate with Customer in good faith to develop an alternative service solution if Funding cannot be achieved on the contracted solution and CenturyLink may immediately terminate this Agreement, without penalty, if Funding of the contracted and alternate Service solutions are determined to not be possible.

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2. Term.

2.1 This Agreement is effective on the date CenturyLink signs it, following Customer's execution of this Agreement ("Effective Date"), and it expires 60 months from the date Service is available to Customer, as evidenced by CenturyLink records ("Initial Term"). The Service shall have a "Minimum Service Period" of 12 months. After the expiration of the Initial Term, this Agreement will continue automatically on a month-to-month basis unless a party notifies the other party in writing of its desire not to renew this Agreement at least 60 calendar days, and no more than 120 calendar days, prior to the end of the Initial Term. After the Initial Term, either party may terminate this Agreement upon 30 calendar days prior written notice. The Initial Term and any month-to-month period thereafter will be collectively referred to as the "Term."

2.2 After the Initial Term, Customer will pay for Service at CenturyLink's then-current rates. CenturyLink will inform Customer of its then-current rates for Service upon written request.

3. Installation/Provisioning of Service.

3.1 CenturyLink will provide the Service at the locations specified in Exhibit 1, attached hereto and made a part of this Agreement.

3.2 Order Acceptance and Cancellation. CenturyLink and Customer will determine a mutually agreeable date for Service to be available for use. Customer's acceptance of Service will be subject to the terms in the applicable Tariff. If the order for Service is canceled (a) at Customer's request; or (b) by CenturyLink due to Customer's failure to accept Service, Customer will be subject to cancellation charges in the applicable Tariff.

3.3 Start of service for each Service ("Start of Service Date") will begin on the date on which Customer accepts delivery of such Service. CenturyLink will provide notice that a Service is ready for acceptance. At Customer's request, mutual testing may be performed in accordance to the service parameters outlined in the Tariff.

4. Charges and Billing.

4.1 Customer must pay CenturyLink all charges by the payment due date on the invoice. Any amount not paid when due is subject to late interest specified by the Tariff, or if there is no such late interest specified in the Tariff, the amount due will be subject to late interest at the lesser of 1.5% per month or the maximum rate allowed by law. In addition to payment of charges for Service, Customer must also pay CenturyLink any applicable Taxes assessed in connection with Service. "Taxes" means federal, state, and local excise, gross receipts, sales, use, privilege, or other tax (other than net income) now or in the future imposed by any governmental entity (whether such Taxes are assessed by a governmental authority directly upon CenturyLink or Customer) attributable or measured by the sale price or transaction amount, or surcharges, fees, and other similar charges that are required or permitted to be assessed on Customer. These charges may include state and federal Carrier Universal Service Charges, as well as charges related to E911, and Telephone Relay Service. Taxes may vary and are subject to change. CenturyLink reserves the right to charge administrative fees when Customer's payment preferences deviate from CenturyLink's standard practices.

4.2 The monthly recurring charge ("MRC") and nonrecurring charge ("NRC") for Service, specified on Exhibit 1, reflect the rates currently in effect in the Tariff. Service's MRC and NRC will be those in effect in the Tariff on the first date of installation of Service. CenturyLink will fix the MRCs during the Term so that CenturyLink will not pass through any CenturyLink initiated price increases to Customer during the Term. Any rate increases directed or mandated by a regulatory body will be applied as required.

Promotional Pricing: ☐ Yes ☒ No Promotion Expiration Date: _____
Promotion Description, Title, or Code: _____

5. Changes to Service.

5.1 Subsequent orders to add new Service port(s) will be for the remainder of the Term, provided the Minimum Service Period can be met. All Service ports ordered under this Agreement will expire on the same date regardless of when they are ordered (e.g., if the original Service is in month 10 of a 60-month Term when Customer orders a new Service port for a 60-month fixed period rate plan, the new Service port will be billed at the 60-month rate for the next 50-months). In the event the Minimum Service Period cannot be met, a new Agreement must be signed.

5.2 A subsequent order to change or add a Service port during the Term will be assessed an NRC.

5.3 A subsequent order to change Service Bandwidth during the Term will not be assessed the NRC, however, the MRC will be changed to the new Service bandwidth profile charge. Customer may be assessed an early Termination liability charge for any decrease in bandwidth during the Term of the Agreement.

5.4 Customer request for a physical move of Service to a new location will be treated as a termination of service at the original location. NRC's will apply and Term requirements must be met in the new location. In the event the Minimum Service Period cannot be met, a new Agreement must be signed.

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5.5 Customer request for a physical move of Service to a location within the same building as the existing Service will be charged a fee equal to one half the applicable NRC charge. There will be no changes to the Minimum Service Period.

6. Termination. Either party may terminate Service and/or this Agreement in accordance with the applicable Tariff or for Cause. "Cause" means the failure of a party to perform a material obligation under this Agreement, which failure is not remedied: (a) for payment defaults by Customer, within five days of separate written notice from CenturyLink of such default (unless a different notice period is specified in the Tariff); or (b) for any other material breach, within 30 days of written notice (unless a different notice period is specified in the Tariff or this Agreement). Customer will remain liable for charges accrued but unpaid as of the termination date. If, prior to the conclusion of the Term, Service and/or this Agreement is terminated either by CenturyLink for Cause or by Customer for any reason other than Cause, then Customer will also be liable for any termination charges ("Termination Charge"). Prior to the conclusion of the Term, if Service and/or this Agreement is terminated or bandwidth is decreased below the original contracted level ("decreased bandwidth"), either by CenturyLink for Cause or by Customer for any reason other than Cause, then Customer will also be liable for and pay CenturyLink the following Termination Charge: (a) all accrued and unpaid charges for the terminated Service or decreased bandwidth provided through the effective date of such termination or decrease; plus (b) a termination charge of 100% of the balance of the MRCs for the unexpired portion of the Minimum Service Period for the terminated Service and/or a charge of 100% of the difference between the original bandwidth MRC and the decreased bandwidth MRC; plus (c) 40% of the balance of the MRCs due for the unexpired portion of the Term in excess of the Minimum Service Period for the terminated Service and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC; plus (d) any and all third party costs and expenses incurred by CenturyLink in so terminating such Service or decreasing bandwidth and all applicable non-recurring charges that may have been waived.

7. Confidentiality. Neither party will, without the prior written consent of the other party: (a) disclose any of the terms of this Agreement; or (b) disclose or use (except as expressly permitted by, or required to achieve the purposes of, this Agreement) the Confidential Information of the other party. "Confidential Information" means any information that is not generally available to the public, whether of a technical, business, or other nature, and that: (a) the receiving party knows or has reason to know is confidential, proprietary, or trade secret information of the disclosing party; or (b) is of such a nature that the receiving party should reasonably understand that the disclosing party desires to protect the information from disclosure. Confidential Information will not include information that is in the public domain through no breach of this Agreement by the receiving party or is already known or is independently developed by the receiving party. Each party will use reasonable efforts to protect the other's Confidential Information and will use at least the same efforts to protect such Confidential Information as the party would use to protect its own. CenturyLink's consent may only be given by its Legal Department. A party may disclose Confidential Information if required to do so by a governmental agency, by operation of law, or if necessary in any proceeding to establish rights or obligations under this Agreement.

8. Use of Name and Marks. Neither party will use the name or marks of the other party or any of its Affiliates for any purpose without the other party's prior written consent. CenturyLink's consent may only be given by its Legal Department. "Affiliate" means any entity controlled by, controlling, or under common control with a party.

9. Disclaimer of Warranties. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, SERVICE IS PROVIDED "AS IS." CENTURYLINK DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

10. Limitations of Liability. The remedies and limitations of liability for any claims arising between the parties are set forth below.

10.1 Consequential Damages. NEITHER PARTY OR ITS AFFILIATES, AGENTS, OR CONTRACTORS IS LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES OR FOR ANY LOST PROFITS, LOST REVENUES, LOST DATA, LOST BUSINESS OPPORTUNITY, OR COSTS OF COVER.

10.2 Claims Related to Service. For Service related claims by Customer, Customer's exclusive remedies are limited to the applicable out-of-service credits, if any.

10.3 Personal Injury; Death; Property Damages. For claims arising out of personal injury or death to a party's employee, or damage to a party's real or personal property, that are caused by the other party's negligence or willful misconduct in the performance of this Agreement, each party's liability is limited to proven direct damages.

11. Miscellaneous.

11.1 General. This Agreement's benefits do not extend to any third party (e.g., an End User). "End User" means Customer's members, end users, customers, or any other third parties who use or access Service or the CenturyLink network via Service. If any term of this Agreement is held unenforceable, the remaining terms will remain in effect. Neither party's failure to exercise any right or to insist upon strict performance of any provision of this Agreement is a waiver of any right under this Agreement. The terms and conditions of this Agreement regarding confidentiality, limitation of liability, warranties, payment, dispute resolution, and all other terms of this Agreement

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that should by their nature survive the termination of this Agreement will survive. Each party is not responsible for any delay or other failure to perform due to a Force Majeure Event. "Force Majeure Event" means an unforeseeable event beyond the reasonable control of that party, including without limitation: act of God, fire, explosion, lightning, hurricane, labor dispute, cable cuts by third parties, acts of terror, material shortages or unavailability, government laws or regulations, war or civil disorder, or failures of suppliers of goods and services. Customer may not assign this Agreement or any of its rights or obligations under this Agreement without the prior written consent of CenturyLink, which consent will not be unreasonably withheld. Customer may not assign to a reseller or a telecommunications carrier under any circumstances.

11.2 Conflicts Provision. If a conflict exists among provisions within this Agreement, the following order of precedence will apply in descending order of control: Tariff, this Agreement, the Tech Pub and CenturyLink records.

11.3 Independent Contractor. CenturyLink provides Service as an independent contractor. This Agreement will not create an employer-employee relationship, association, joint venture, partnership, or other form of legal entity or business enterprise between the parties, their agents, employees or affiliates.

11.4 ARRA. Customer will not pay for Service with funds obtained through the American Recovery and Reinvestment Act or other similar stimulus grants or loans that would obligate CenturyLink to provide certain information or perform certain functions unless each of those obligations are explicitly identified and agreed to by the parties in this Agreement or in an amendment to this Agreement.

11.5 HIPAA. CenturyLink Communications, LLC does not require or intend to access Customer data in its performance hereunder, including but not limited to any confidential health related information of Customer's clients, which may include group health plans, that constitutes Protected Health Information ("PHI"), as defined in 45 C.F.R. §160.103 under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA Rules"). To the extent that any exposure to PHI is incidental to CenturyLink's provision of Service and not meant for the purpose of accessing, managing the PHI or creating or manipulating the PHI, such exposure is allowable under 45 CFR 164.502(a)(1)(iii).

11.6 Credit Approval. Provision of Service is subject to CenturyLink's credit approval of Customer. As part of the credit approval process, CenturyLink may require Customer to provide a deposit or other security. Additionally, during the Term, if Customer's financial circumstance or payment history becomes reasonably unacceptable to CenturyLink, CenturyLink may require adequate assurance of future payment as a condition of continuing CenturyLink's provision of Service. Customer's failure to provide adequate assurances required by CenturyLink is a material breach of this Agreement. CenturyLink may provide Customer's payment history or other billing/charge information to credit reporting agencies or industry clearinghouses.

11.7 Governing Law; Dispute Resolution.

(a) Governing Law; Forum. Colorado state law, without regard to choice-of-law principles, governs all matters relating to this Agreement, except with regard to matters which are within the exclusive jurisdiction of the state or federal regulatory agency. Any legal proceeding relating to this Agreement will be brought in a U.S. District Court, or absent federal jurisdiction, in a state court of competent jurisdiction, in Denver, Colorado. This provision is not intended to deprive a small claims court or state agency of lawful jurisdiction that would otherwise exist over a claim or controversy between the parties.

(b) Waiver of Jury Trial and Class Action. Each party, to the extent permitted by law, knowingly, voluntarily, and intentionally waives its right to a jury trial and any right to pursue any claim or action relating to this Agreement on a class or consolidated basis or in a representative capacity. If for any reason the jury trial waiver is held to be unenforceable, the parties agree to binding arbitration for any dispute relating to this Agreement under the Federal Arbitration Act, 9 U.S.C. § 1, et. seq. The arbitration will be conducted in accordance with the JAMS Comprehensive Arbitration Rules. Judgment upon the arbitration award may be entered in any court having jurisdiction.

(c) Limitations Period. Any claim relating to this Agreement must be brought within two years after the claim arises.

11.8 No Resale; Compliance. Customer represents that it is not a reseller of any telecommunication services provided under this Agreement as described in the Telecommunications Act of 1996, as amended, or applicable state law and acknowledges it is not entitled to any reseller discounts under any laws. Customer's use of Service must comply with all applicable laws.

11.9 Amendments; Changes. This Agreement may be amended only in a writing signed by both parties' authorized representatives. Each party may, at any time, reject any handwritten change or other alteration to this Agreement. CenturyLink may amend, change, or withdraw the Tariffs, with such updated Tariffs effective upon posting or upon fulfillment of any necessary regulatory requirements.

11.10 Notices. All notices must be in writing. Notices are deemed given if sent to the addressee specified for a party either: (a) by registered or certified U.S. mail, return receipt requested, postage prepaid, three days after such mailing; or (b) by national overnight courier service, next business day; or (c) by facsimile when delivered if duplicate notice is also sent by regular U.S. Mail.

(a) Service Notices. All Customer notices for Service disconnect and termination must be sent via e mail to: CenturyLink, Attn.: BusinessDisconnects@centurylink.com and must contain the account name, account number, identification of the Service(s), and Service

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address(es). Such disconnect and termination is effective 30 days after CenturyLink's receipt of the notice. All Customer notices for Service non-renewal and other routine operational notices will be provided to its CenturyLink sales representative. Failure to provide disconnect, termination and non-renewal notices in accordance with the terms of this Agreement may result in continued charges, and CenturyLink will not credit charges for such noncompliance.

(b) Legal Notice. All legal notices required to be given under the Agreement will be in writing and provided to CenturyLink at: 931 14th St., #900, Denver, CO 80202; Fax: 888-778-0054; Attn.: Legal Dept., and to Customer as provided in the Agreement or in its absence, to Customer's address reflected in CenturyLink's records Attn. General Counsel.

11.11 Entire Agreement. This Agreement (including all referenced documents) constitutes the entire agreement between the parties and supersedes all prior oral or written agreements or understandings relating to the same service or circuits at the same locations as covered under this Agreement. Using CenturyLink's electronic signature process for this Agreement is acceptable.

FOR CQC INTERNAL USE ONLY FUNDING CONCURRENCE REQUIRED PRIOR TO EXECUTION FOR NEW SERVICE (NOT REQUIRED FOR RENEWALS AND IN SITUATIONS WHERE THE AQCB PROCESS IS NOT NECESSARY)
AQCB Quote No.
Date Concurred:

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STATE OF COLORADO

QC Metro Ethernet Intrastate Pricing Schedule

a)

Port	Bandwidth	MRC*	NRC
10/100 Mbps	3 Mbps	$185.00	$0.00
10/100 Mbps	5 Mbps	$195.00	$0.00
10/100 Mbps	7 Mbps	$200.00	$0.00
10/100 Mbps	10 Mbps	$215.00	$0.00
10/100 Mbps	20 Mbps	$275.00	$0.00
10/100 Mbps	30 Mbps	$300.00	$0.00
10/100 Mbps	40 Mbps	$325.00	$0.00
10/100 Mbps	50 Mbps	$345.00	$0.00
10/100 Mbps	60 Mbps	$355.00	$0.00
10/100 Mbps	70 Mbps	$375.00	$0.00
10/100 Mbps	80 Mbps	$390.00	$0.00
10/100 Mbps	90 Mbps	$400.00	$0.00
10/100 Mbps	100 Mbps	$435.00	$0.00

Port	Bandwidth	MRC*	NRC
1000 Mbps	100 Mbps	$435.00	$0.00
1000 Mbps	200 Mbps	$500.00	$0.00
1000 Mbps	300 Mbps	$550.00	$0.00
1000 Mbps	400 Mbps	$660.00	$0.00
1000 Mbps	500 Mbps	$750.00	$0.00
1000 Mbps	600 Mbps	$800.00	$0.00
1000 Mbps	700 Mbps	$860.00	$0.00
1000 Mbps	800 Mbps	$940.00	$0.00
1000 Mbps	900 Mbps	$1,075.00	$0.00
1000 Mbps	1G	$1,390.00	$0.00
10000 Mbps	2G	$2,000.00	$0.00
10000 Mbps	3G to 10G	ICB	$0.00

*MRC price is for those locations with on-net facilities only. If special construction or other unforeseen costs arise, Lumen will work with the State on ICB pricing.

b)

Optional QoS Charge		

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QMOE QoS	5Mbps	$28.00
QMOE QoS	10Mbps	$56.00
QMOE QoS	15Mbps	$84.00
QMOE QoS	20Mbps	$112.00
QMOE QoS	25Mbps	$140.00
QMOE QoS	30Mbps	$168.00
QMOE QoS	35Mbps	$196.00
QMOE QoS	40Mbps	$224.00
QMOE QoS	45Mbps	$252.00
QMOE QoS	50Mbps	$280.00
QMOE QoS	55Mbps	$308.00
QMOE QoS	60Mbps	$336.00
QMOE QoS	65Mbps	$364.00
QMOE QoS	70Mbps	$392.00
QMOE QoS	75Mbps	$420.00
QMOE QoS	80Mbps	$448.00
QMOE QoS	85Mbps	$476.00
QMOE QoS	90Mbps	$504.00
QMOE QoS	95Mbps	$532.00
QMOE QoS	100Mbps	$560.00

*MRC price is for those locations with on-net facilities only. If special construction or other unforeseen costs arise, Lumen will work with the State on ICB pricing
Lumen will provide additional 200Mbps Services at each location below to support Intra to Interstate communications

Service Offering (Interstate & Intrastate)	Bandwidth	Address	Monthly Recurring Cost	Installation
QC MOE 1000 Mbps	200 Mbps	690 Kipling St	$0.00	Waived
QC MOE 1000 Mbps	200 Mbps	12500 E Arapahoe Rd	$0.00	Waived
QC MOE 1000 Mbps	200 Mbps	1250 Academy Park Loop	$0.00	Waived
QC MOE 1000 Mbps	200 Mbps	1525 Sherman St	$0.00	Waived

*For any services over 200 Mbps charges in section (a) of this pricing schedule will apply.

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EXHIBIT A-7
RENTAL CUSTOMER PREMISE EQUIPMENT SERVICE EXHIBIT

1. General; Definitions. CenturyLink will provide Customer with rental customer premises equipment and software license offerings (collectively, "CPE") and CPE installation and maintenance ("Service") under the terms set forth in the Agreement, this Service Exhibit and any Rental CPE Rate Attachment submitted hereunder. Capitalized terms not defined herein are defined in the Agreement. "Rental CPE Rate Attachment" means the CenturyLink order request form issued and executed by CenturyLink and Customer. CPE, as defined in this Service Exhibit, does not include CPE purchased by Customer. In order to qualify for CPE, Customer must also purchase either CenturyLink IQ® Networking, SIP Trunk, Analog VoIP, Hosted VoIP, Managed Office, Managed Enterprise, Integrated Access, Hosted Collaboration Solution, SD-WAN or any CenturyLink bundle, package or promotion that includes these services; or CenturyLink QC intrastate Metro Ethernet service under a separate agreement (collectively "Underlying Service").

2. Delivery and Return. CPE will be delivered to Customer's location as identified, in writing, by Customer. Delivery will be made either by F.O.B. origin, freight paid by Customer, or personal delivery by CenturyLink. CPE will be installed as designated herein, or as otherwise agreed upon by the parties. Except as otherwise provided in the Service Exhibit for the Underlying Service, upon termination of Service, or when Customer replaces CPE with upgraded models, Customer must return terminated or replaced CPE at its own expense within 15 calendar days of termination or replacement. CenturyLink will provide Customer with return instructions. Customer will deliver CPE to CenturyLink in the same condition it was on the Effective Date, normal wear and tear excepted, and give CenturyLink written notice of such return. If CPE is not returned within 15 calendar days of termination, Customer will become owner of and bear all responsibility for the terminated or replaced CPE and CenturyLink may invoice Customer the then-current value of the applicable CPE model ("Replacement Cost").

3. Ownership and Use. Except as provided in Paragraph 2, CPE is the personal property of CenturyLink, its designee or a third-party provider, notwithstanding that the CPE, or any part thereof, may be affixed or attached to Customer's real property or any improvements thereon. Customer has no right or interest to the CPE other than as provided herein and will hold the CPE subject and subordinate to the rights of CenturyLink. Customer will: (a) at its own expense, keep the CPE free and clear of any claims, liens, and encumbrances of any kind; and (b) make no alterations or affix any additions or attachments to the CPE, except as approved by CenturyLink in writing. Customer will not remove, alter or destroy any labels on the CPE and will allow CenturyLink the inspection of the CPE at any time. As between CenturyLink and Customer, Customer will bear the entire risk of loss, theft, casualty, destruction or damage to the CPE following delivery from any cause whatsoever (collectively, "Loss"), until returned to CenturyLink. Customer will indemnify, defend and hold harmless CenturyLink its affiliates, and contractors for any such Loss. Customer agrees to advise CenturyLink in writing within five business days of any such Loss. In no event will such Loss relieve Customer of the obligation to pay CenturyLink any amounts due hereunder.

4. Software. Software licensor has retained title to the software. To the extent possible, CenturyLink grants Customer a software license or sublicense in the software according to the licensing agreement accompanying such software, which extends only to Customer's own internal business use of such software and only on or with the designated CPE. Software must be held in confidence and may not be reproduced unless specifically authorized by the software licensor. Customer is prohibited from reverse engineering, decompiling or disassembling the CPE or otherwise attempting to derive the source code of the software. All CPE is subject to the terms and conditions set forth in the manufacturer's or publisher's warranty or end-user license.

5. Insurance. Without limiting the liabilities or indemnification obligations of Customer, Customer will, at its own cost and expense, maintain during the term of this Agreement, such insurance as required hereunder. The insurance coverage will be from a company, or companies, with an A.M. Best's rating of A-VII and authorized to do business in each state where CPE is located. Customer may obtain all insurance limits through any combination of primary and excess or umbrella liability insurance.

(a) Commercial General Liability with limits not less than $1,000,000 per occurrence and aggregate.

(b) "All-Risk" property insurance on a replacement cost basis in an amount sufficient to cover the CPE, including CenturyLink or a third-party provider designated by CenturyLink, as loss payee as their interests may appear.

CenturyLink, its affiliates, subsidiaries, and parent, as well as the officers, directors, employees and agents of all such entities will be included as additional insureds on the Commercial General Liability policy. Policies will be primary and not contributory to insurance which may be maintained by CenturyLink, subject to the Indemnification provisions of this Agreement. Prior to commencement of work under this Agreement, Customer will make available to CenturyLink evidence of the insurance required herein.

6. Charges. The charges for CPE and Service are set forth in the Rental CPE Rate Attachment, and will be used to calculate Contributory Charges. Charges will commence within five days of CenturyLink's notification to Customer that the Underlying Service is provisioned and ready for use ("Start of Service Date"). CenturyLink may cease providing Service and demand return of CPE if payment is not made when due.

7. CPE Replacement Recovery Charge. Where CPE rented from CenturyLink is replaced due to loss or damage not covered by maintenance under the applicable Detailed Description (for example, damage from accident, misuse or abuse), Customer will pay: (a) the Replacement Cost for the damaged CPE, and (b) a one-time charge to cover CenturyLink's cost to ship the new CPE. If Customer requires on-site assistance from CenturyLink to install the replacement CPE, an additional dispatch charge will apply. CenturyLink will quote the charges in advance, obtain Customer's approval, and invoice the charges within 60 days. Customer is responsible for any claim for reimbursement from its insurance carrier. The terms and conditions in this Service Exhibit will continue to apply. Replacement CPE may or may not be the same model.

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EXHIBIT A-7
RENTAL CUSTOMER PREMISE EQUIPMENT SERVICE EXHIBIT

8. Term. This Service Exhibit will commence on the Effective Date of the Agreement (or, if applicable, an amendment to the Agreement if this Service Exhibit is added to the Agreement after its Effective Date), and will remain in effect until terminated. Either party may terminate this Service Exhibit with at least 60 days prior written notice to the other party. Termination will not affect obligations under Rental CPE Rate Attachments accepted prior to the effective date of termination, and this Service Exhibit will remain in effect as to such obligations if it would otherwise have terminated. CPE and Service ordered during the Term will commence on the Start of Service Date and will continue for a number of months as set forth on the Rental CPE Rate Attachment ("CPE Term"). Upon expiration of the CPE Term, CPE and Service will automatically renew on a month to month basis at the then current rates, unless either party elects to terminate the CPE and Service by providing 60 days prior written notice of such termination to the other party. If the Agreement or any CPE and Service provided hereunder are terminated prior to the expiration of the applicable CPE Term for reasons other than by Customer for Cause, then Customer will pay to CenturyLink: (a) all charges for CPE and Service provided through the effective date of such cancellation; and (b) an early cancellation charge of 100% of the balance of MRCs that otherwise would have become due for the unexpired portion of the CPE Term.

9. Additional Limitation of Liabilities. If CPE contains a firewall or other security features, CenturyLink makes no warranty, guarantee, or representation, express or implied, that all security threats and vulnerabilities will be detected or that the performance of Service will render Customer's systems invulnerable to security breaches. Customer is responsible for Customer's own network security policy and security response procedures. If any equipment or software not provided by CenturyLink impairs Customer's use of CPE, Service or an Underlying Service: (a) Customer will nonetheless be liable for payment for all CPE, Service and Underlying Service provided by CenturyLink; and (b) any SLA generally applicable to the Service or Underlying Service will not apply.

10. Miscellaneous. With respect to the Agreement terms incorporated by reference, "Service" is replaced with "CPE" and "Service" as defined in this Service Exhibit.

11. Other Terms.

11.1 General. Any references to a Revenue Commitment or Contributory Charges will not apply to this Service Exhibit.

11.2 Cancellation and Termination Charges. This Section replaces the Cancellation and Termination Charges set forth in the Agreement:

> **Termination.** Either party may terminate an individual Service: (a) as set forth above with 60 days' prior written notice to the other party, or (b) for Cause. If an individual Service is terminated by Customer for any reason other than for Cause or by CenturyLink for Cause prior to conclusion of the applicable CPE Term, then Customer will pay the termination charges set forth above, in addition to any and all charges that are accrued but unpaid as of the termination date. If the Agreement is terminated by Customer for any reason other than for Cause, or by CenturyLink for Cause prior to the conclusion of the Term, all Services are deemed terminated, and Customer will pay the termination charges set forth above, in addition to any and all charges that are accrued but unpaid as of the termination date. "Cause" means the failure of a party to perform a material obligation under the Agreement, which failure is not remedied: (a) for payment defaults by Customer, within five days of separate written notice from CenturyLink of such default; or (b) for any other material breach, within 30 days after written notice (unless a shorter notice period is identified in a Service Attachment).

11.3 Service Notices. Notices for disconnection of Service must be submitted to CenturyLink via Email at: BusinessDisconnects@Centurylink.com. Notices of non-renewal for Services must be sent via e-mail to: CenturyLink, Attn.: CenturyLink NoRenew, e-mail: Norenew@centurylink.com. Notices for billing inquiries/disputes or requests for Service Level credits must be submitted to CenturyLink via Customer's portal at https://www.centurylink.com/business/login/ or via Email at: Care.Inquiry@Centurylink.com. All other routine operational notices will be provided by Customer to its CenturyLink sales representative.

11.4 CPNI. CenturyLink is required by law to treat CPNI confidentially. Customer agrees that CenturyLink may share CPNI within its business operations (e.g., wireless, local, long distance, and broadband services divisions), and with businesses acting on CenturyLink's behalf, to determine if Customer could benefit from the wide variety of CenturyLink products and services, and in its marketing and sales activities. Customer may withdraw its authorization at any time by informing CenturyLink in writing. Customer's decision regarding CenturyLink's use of CPNI will not affect the quality of service CenturyLink provides Customer. "CPNI" means Customer Proprietary Network Information, which includes confidential account, usage, and billing-related information about the quantity, technical configuration, type, destination, location, and amount of use of a customer's telecommunications services. CPNI reflects the telecommunications products, services, and features that a customer subscribes to and the usage of such services, including call detail information appearing in a bill. CPNI does not include a customer's name, address, or telephone number.

11.5 Conflicts. If a conflict exists among the provisions of the Service Attachments, the order of priority will be as follows: the Service Exhibit, the general terms of the Agreement, SLA, SOW (if any) and Order Form, as applicable, and then any other documents attached or expressly incorporated into the Agreement.

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EXHIBIT A-8
CUSTOMER PREMISE EQUIPMENT ("CPE") SERVICE EXHIBIT

1. General. This Service Schedule for Products and Services is attached to and subject in all respects to the Lumen or CenturyLink Master Service Agreement, CenturyLink Total Advantage, or CenturyLink Loyal Advantage Agreement between Lumen and Customer. Lumen is defined for purposes of this Service Schedule as CenturyLink Communications, LLC d/b/a Lumen Technologies Group or its affiliated entities ("Lumen"). Capitalized terms not defined in this Service Schedule are defined in the Agreement. Lumen will provide Products and Services under the general terms of the Agreement, this Service Schedule, the CPE Service Guide, any Order, and any other applicable Service Attachment. This Service Schedule may not be used for the purchase of voice, video, data or IP services. In the event of a conflict in any term of any documents that govern the provision of Products and Services under this Service Schedule, the following order of precedence will apply in descending order of control: this Service Schedule, the CPE Service Guide, the general terms of the Agreement, any Order, and any other applicable Service Attachment.

1.1 Limitations of Liability. IN ADDITION TO THE LIMITATION OF LIABILITY UNDER THE AGREEMENT, LUMEN'S TOTAL AGGREGATE LIABILITY ARISING FROM OR RELATED TO PRODUCTS AND SERVICES PURCHASED UNDER THIS SERVICE SCHEDULE, UNLESS OTHERWISE STATED IN THE CPE SERVICE GUIDE OR ORDER, WILL IN NO EVENT EXCEED: (A) FOR CLAIMS ARISING OUT OF PRODUCTS, THE AMOUNT OF THE PRODUCT SET FORTH IN THE ORDER RELATING SOLELY TO THE AFFECTED PRODUCT; AND (B) FOR CLAIMS ARISING OUT OF NONRECURRING SERVICES, THE AMOUNT OF THE SERVICE SET FORTH IN THE ORDER.

CUSTOMER WILL DEFEND AND INDEMNIFY LUMEN, ITS AFFILIATES, AGENTS AND CONTRACTORS FROM ALL THIRD PARTY CLAIMS, LIABILITIES, FINES, PENALTIES, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, ARISING FROM OR RELATED TO CUSTOMER'S OR CUSTOMER'S THIRD PARTY PROVIDER'S (i) ACTS, OMISSIONS, OR FAILURES OF CONNECTIVITY THAT IMPEDE, PREVENT OR OTHERWISE MAKE INOPERABLE THE ABILITY OF CUSTOMER OR ITS END USERS TO DIRECTLY DIAL "911" IN THE UNITED STATES AND (ii) ANY ACTS OR OMISSIONS BY THE CUSTOMER, CUSTOMER'S END USERS OR CUSTOMER'S THIRD PARTY PROVIDERS THAT CAUSE, GIVE RISE TO OR BRING ABOUT THE NON-COMPLIANCE OF PRODUCT AND SERVICES WITH APPLICABLE LAW INCLUDING THE FAILURE TO PURCHASE OR IMPLEMENT FEATURES THAT ENABLE COMPLIANCE WITH LAWS.

1.2 Access to Emergency Response Services. *911 emergency services will not be available or may not function properly (e.g., they may not route to the correct public safety answering point or "PSAP") where the Service fails or degrades for any reason, such as failures resulting from power outages and CPE failure (e.g., Internet connectivity). Customers with CPE capable of supporting 911 emergency services will be responsible for separately coordinating with their network or premise-based solution service provider for acquisition and support of 911 emergency services.*

Customer acknowledges that the purchase of CPE stand-alone does not render Customer compliant with federal regulations pertaining to dispatchable location for non-fixed voice services and further acknowledges that Customer may need to purchase additional capabilities from a third-party supplier to be compliant. Customer is solely responsible for ensuring its use of voice services is compliant with all regulations applicable to those services.

2. Lumen CPE Products and Services.

2.1 Purchase. Customer may purchase Products and Services by executing an Order to Lumen. "Order" means either (a) a written document issued by Customer for the procurement of Products and Services from Lumen; or (b) a Lumen quote or service order signed by Customer. The Order must include, as applicable, the (a) part numbers, (b) quantities, (c) descriptions, (d) manufacturer system identifiers and/or serial numbers, (e) maintenance prices, and (f) Maintenance Term. Customer's purchase of Products and Services is subject to and controlled by the CPE Service Guide. Customer will comply with the terms and conditions set forth in the CPE Service Guide, as set forth in Attachment 1 to Exhibit A-8 of this Contract, attached hereto . By executing an Order with Lumen, Customer warrants that Customer has read and agrees to the terms and conditions of the CPE Service Guide. Lumen reserves the right to amend the CPE Service Guide at any time. Customer's continued use of Products and Services constitutes acceptance of those changes. If an Order issued by Customer contains any preprinted terms, those terms will not amend, modify or supplement this Service Schedule or the CPE Service Guide in any way whatsoever, notwithstanding any provisions in an Order to the contrary. Any Order must (a) reference and incorporate this Service Schedule, (b) contain the Customer's exact legal name, and (c) include any other requirements as may be further described in the CPE Service Guide.

2.2 Lease Option. Customer may lease certain Products and Services pursuant to a separate lease agreement with a third-party lease provider or with Lumen (the "Lessor"). Lumen will provide the Product to Customer and receive full payment for the Product from the Lessor. If Customer fails to comply with the Lease, including without limitation, any requirements for final acceptance of the Product, which results in the Lessor's refusal to pay Lumen in full for the Product, Customer agrees to pay Lumen in full for the Product. Until Lumen is paid in full for the Product, Customer will at its own expense, keep the Product free and clear of any claims, liens, and encumbrances of any kind. "Lease" means a separate agreement with a third-party lease provider or with Lumen used to finance Product.

3. Customer Responsibilities.

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3.1 Acceptance. For Products, "Acceptance" means Customer agrees that Lumen has delivered the Products identified in the applicable Order. Customer agrees that Lumen has delivered the Products when either; (a) the Products ship from the manufacturer where Lumen does not install the Products; or (b) the Products are delivered to Customer where Lumen or Lumen's designated third party installs or configures the Product. Customer will notify Lumen in writing of any portion of Products that do not operate materially in accordance with the manufacturer's specifications. Failure to notify Lumen within 10 days of actual delivery date constitutes final Acceptance. Lumen will have the right to cure any rejected portion of the Products. Any portion that is not rejected and which is functionally divisible may be invoiced separately.

For Services, "Acceptance" means Customer agrees that Lumen has provided the applicable Services identified in the applicable Order. For maintenance Services, Customer agrees that Lumen has provided the Services when; (a) Customer Service Entitlement is established with Product manufacturer, and (b) Customer is notified of Entitlement by Lumen. "Entitlement" means Product manufacturer is obligated to provide Services to Customer. Customer will notify Lumen in writing of any portion of the Services that is unacceptable. Failure to notify Lumen within 10 days of Entitlement/job completion notification constitutes final Acceptance. Lumen has the right to cure any portion of the Services that has been rejected. Any portion that is not rejected and which is functionally divisible may be invoiced separately.

3.2 Charges. Charges for Products and Services will be specified in each Order and are due upon Customer's receipt of the invoice or as otherwise stated in the applicable Order. Non-recurring charges will apply to the purchase of CPE, Installation and all Maintenance types. Monthly recurring charges will apply to the purchase of CPEaaS. Certain charges and fees, including but not limited to expedite fees, may be set forth in the CPE Service Guide. Any payment not received within 30 days after the invoice date may be subject to interest charges as permitted by applicable law. Charges are billed on an annual basis for non-standard part support and manufacturer-provided maintenance Services. The first annual payment is due upon Customer's receipt of Lumen invoice, and subsequent payments are due in full at the beginning of each subsequent year throughout the Service Term or for the full term. Lumen may cease providing the applicable Products and Services if payment is not made when due. Customer will not be eligible for any discounts or promotional offers other than those specifically set forth in an executed Order. The MRC for CPEaaS will be used to calculate Contributory Charges, if applicable.

3.3 Term; Termination; Termination Charges. This Section replaces the Cancellation and Termination Charges section in the Agreement. The Products and Services will continue for the term specified in the applicable Order or the period of time necessary to perform the Products and Services identified in the applicable Order is complete ("Service Term"), unless terminated by either party pursuant to the terms of this Service Schedule. Except as otherwise provided, either party may terminate an applicable Products and Services upon 60 days prior to the estimated ship date via written notice. Customer cannot terminate Orders for Products provided on a drop ship basis without prior written authorization from Lumen and issuance of a return material authorization ("RMA") number pursuant to Lumen's RMA Policies set forth in the CPE Service Guide. Customer will remain liable for charges accrued for the applicable Products and Services but unpaid as of the termination date plus, if applicable, any Termination Charges. Termination Charges are waived if Customer and Lumen execute a new Order with a value equal to, or greater than, the balance of the terminated Order and specifically designed to offset the terminated Order. For Products, Termination Charges equal 25% of Product price to Customer ("Restocking Fees"). Customer is responsible for any damage to the Equipment while in Customer's possession or during return shipment to Lumen. If Customer breaches it obligations relating to an Order for Products after delivery, Lumen may, in addition to the Termination Charges and any other remedies: (a) declare all sums due and payable immediately; (b) discontinue discounts related to the Products; (c) cease installation or delivery or disconnect and deactivate Products until amounts due are paid; or (d) retake possession of Products and retain all sums paid by Customer as a setoff against expenses incurred.

For non-standard part maintenance Services, Termination Charges equal the (monthly rate of service(s) terminated) x (20%) x (months remaining in the term of the service). For manufacturer-provided maintenance Services, Termination Charges equal the unpaid balance for Service remaining in the Service Term. For Promet Maintenance and Centurion Maintenance Services, if Lumen has agreed to accept payment for Service in installments, Termination Charges equal 100% of any charges for Service that would have become due during the remainder of the Service Term.

The Service Term for CPE as a Service ("CPEaas") commences upon Acceptance and will continue for the number of months set forth in the Order. Upon completion, the Service Term for CPEaaS will (a) expire for orders placed on or after December 17, 2018; or (b) automatically renew at the same rate for orders placed prior to December 17, 2018, and number of months (the "Renewal Service Term") unless, with at least 60 days' prior written notice, either party elects to terminate the Renewal Service Term. For orders placed prior to December 17, 2018, "Service Term" for CPEaaS means the first Service Term and each Renewal Service Term, as applicable. Termination Charges for CPEaaS equal (c) 100% of any charges for Service that would have become due during the remainder of the Service Term and (d) if notice of termination is received less than 60 days prior to expiration of the Service Term, and Lumen has already ordered the maintenance from its vendor for any applicable Renewal Service Term, Customer will also pay 100% of the amount paid by Lumen to the third party maintenance provider.

4. Definitions.

"Customer Premises Equipment" or "CPE" consists of hardware, software, and materials used in the transport and/or termination/storage of data, video and voice transmission.

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EXHIBIT A-8
CUSTOMER PREMISE EQUIPMENT ("CPE") SERVICE EXHIBIT

"Products" means CPE and Software offerings from Lumen.

"Services" means offerings from Lumen that (a) CPE Maintenance and Software Maintenance, (b) install, maintain or manage CPE; (c) support Customer network management objectives, or (d) are consulting, professional, technical, development, and/or design services.

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ATTACHMENT 1 TO EXHIBIT A-8
CUSTOMER PREMISE EQUIPMENT ("CPE") SERVICE GUIDE
Lumen Service Guide

Customer Premise Equipment ("CPE")

1. CPE

1.1 Service Description

Lumen provides customer premise equipment ("CPE") hardware and software manufactured by ADTRAN, Avaya, AVST, CheckPOINT, Ciena, Cisco, HP, Juniper Networks, Meraki, Mitel Networks Corporation, Polycom and other Lumen approved vendors ("Products"). All sales are final, except as provided by Product manufacturer. Products may be referred to as "Materials" in certain ordering, quoting, and invoicing documents. Lumen only permits the return of Products in accordance with the Lumen RMA Policies.

1.2 Software

Software will be licensed or sublicensed to Customer according to the licensing agreement accompanying such software. If the software is not accompanied by a license, Lumen grants personal, nonexclusive, limited sublicense to Customer to use copies of the software in object code form only. The license is effective upon shipment and extends only to Customer's own use of such software and only on or with the designated Product. Software must be held in confidence and may not be reproduced unless specifically authorized by the software licensor.

1.3 Title, Invoicing and Security Interest

Ownership and all risk of loss of Product will transfer to Customer upon delivery, except damage caused by Lumen, its agents or subcontractors. Lumen will invoice Customer for such Product upon delivery confirmation. Until Customer pays Lumen in full for any Product, Customer (a) grants to Lumen a continuing security interest in such Product, including additions, replacements and proceeds; (b) authorizes Lumen to file a financing statement with or without Customer's signature, and (c) will not transfer the Product or change its name or organizational status except upon at least 30 days prior written notice to Lumen.

1.4 Manufacturer EULA and Other Terms and Conditions

Products purchased by Customer are subject to certain manufacturer terms and conditions, including, but not limited to, the applicable end user license or agreement ("EULA") identified below. EULAs for certain Products may be viewed at the below URLs or successor URL as designated by the manufacturer. If Customer has purchased a Product for a manufacturer not listed below, Products will be subject to the applicable manufacturer terms and conditions located on manufacturer's website. Customer understands that manufacturers may modify URLs or add additional URLs and agree that Products remain subject to the applicable terms and conditions from the manufacturer.

- Adtran: https://portal.adtran.com/web/page/portal/Adtran/wp_search?query=eula
- Audiocodes: https://www.audiocodes.com/services-support/maintenance-and-support
- Avaya: https://support.avaya.com/helpcenter/getGenericDetails
- CheckPoint: https://www.checkpoint.com/support-services/software-license-agreement-limited-hardware-warranty/
- Ciena: https://media.ciena.com/documents/EULA.pdf
- Cisco: https://www.cisco.com/c/en/us/about/legal/cloud-and-software/end_user_license_agreement.html
- Cradlepoint: https://www.checkpoint.com/support-services/software-license-agreement-limited-hardware-warranty/
- Dell-EMC: https://www.delltechnologies.com/en-us/converged-infrastructure/legal-terms/index.htm
- Eaton: https://www.eaton.com/us/en-us/company/policies-and-statements/terms-and-conditions.html
- HP: https://www.hpe.com/us/en/software/licensing.html
- Juniper: https://support.juniper.net/support/eula/
- Mitel: https://www.mitel.com/legal
- NetApp: https://www.netapp.com/us/services/service-descriptions.aspx
- Nokia: https://www.nokia.com/phones/en_gb/support/warranty/nokia-7-plus/US/en
- Palo Alto: https://www.paloaltonetworks.com/legal
- Polycom: https://www.poly.com/us/en/legal/terms
- RSA: https://www.rsa.com/en-us/company/standard-form-agreements

1.5 Manufacturer Warranty

Lumen will pass-through and assign to Customer all applicable warranties provided by the manufacturer of the applicable Product. All Products purchased from Lumen, including any Product that is part of a system previously purchased from and installed by Lumen which is still under warranty, are subject to the terms and conditions set forth in the manufacturer's warranty applicable to the Product. Products are sold to Customer with no warranty of any kind from Lumen. Warranties of certain manufacturers may be viewed at the below URLs or successor URLs as designated by the manufacturer. If Customer has purchased a Product for a manufacturer not listed below, Products will be subject to the applicable warranty terms and conditions located on manufacturer's website, provided that Lumen has the right to pass-through and assign the warranty to Customer. Customer understands that manufacturers may modify URLs or add additional URLs and agree that Products remain subject to the applicable warranty terms and conditions from the manufacturer.

- Adtran: https://portal.adtran.com/web/page/portal/Adtran/wp_support_warranty

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- Audiocodes: https://www.audiocodes.com/services-support/maintenance-and-support
- Avaya: https://support.avaya.com/helpcenter/getGenericDetails?detailId=C20092231426297950 43
- CheckPoint: https://www.checkpoint.com/support-services/software-license-agreement-limited-hardware-warranty/
- Ciena: https://my.ciena.com/CienaPortal/s/globalsearch/%40uri#q=warranty&t=All&sort=relevancy&f:@commonsource=[Technical%20Publications
- Cisco: https://www.cisco.com/c/en/us/products/warranty-listing.html
- Cradlepoint: https://cradlepoint.com/about-us/terms-of-service/msp-addendum/
- Dell-EMC: https://www.delltechnologies.com/en-us/customer-services/product-warranty-and-service-descriptions.htm
- Eaton: https://www.eaton.com/us/en-us/site-search.searchTerm$Eaton::com%20:%20Warranties.tabs$all.html
- HP: https://support.hpe.com/hpesc/public/home
- Juniper: https://support.juniper.net/support/warranty/
- Mitel: https://www.mitel.com/legal/products-warranty-and-limitation-liability
- NetApp: https://www.netapp.com/us/services/service-descriptions.aspx
- Nokia: https://www.nokia.com/phones/en_gb/support/warranty/nokia-7-plus/US/en
- Palo Alto: https://www.paloaltonetworks.com/legal
- Polycom: https://www.poly.com/us/en/legal/terms
- RSA: https://www.rsa.com/en-us/company/standard-form-agreements

Lumen disclaims any liability for loss, damage or injury to any party as a result of any defects, latent or otherwise, in any Product. Lumen is not: (a) a manufacturer of any Product; (b) a party to any agreement between Customer and a Product manufacturer for services provided directly by the Product manufacturer to Customer (e.g., maintenance and extended warranty services); and (c) bound by or liable for any representation, warranty, or promise made by a Product manufacturer.

1.6 Warranty Claim Support
Lumen will provide warranty claim support to replace defective hardware during the manufacturer's warranty period for Products, as defined within this CPE Section of the SG, only when such Products are purchased through Lumen. All other CPE, even if purchased from Lumen, are excluded from Lumen warranty claim support and warranty implementation is the sole responsibility of Customer. Warranty claim support for software media replacement is limited to replacement of CD, tapes and other media prior to Acceptance of the Product.

All Customer warranty claims will be supported through the RMA processes. All warranty coverage periods start on the date the Product is shipped from the manufacturer unless manufacturer warranty card included with Product states otherwise. Lumen will provide at nocharge to Customer, manufacturer warranty claim support for 90 days after the equipment is shipped from the manufacturer. After that period, a $250.00 charge per case/trouble ticket will apply. This charge excludes labor associated with trouble isolation if such assistance is required or requested. Warranty claim support is provided at the discretion of Lumen and is subject to change without notice. UNDER
NO CIRCUMSTANCE WILL LUMEN'S SUPPORT OF ANY CUSTOMER WARRANTY CLAIM EXCEED THE SUPPORT, POLICIES, OR PROCESSES EXTENDED TO LUMEN BY PRODUCT MANUFACTURER. "Center" means the Lumen Customer Service Center
(Center) reachable at **800-227-2218**.

1.7 Warranty Parts
Defective warranty parts are replaced either by: (a) Return and Repair Service; or (b) Return and Replace Service. Repaired Product should be returned to Customer within 30 days, but Lumen makes no guarantee. Replacement parts are covered for the remaining period of the warranty for the product. Lumen owns all defective parts returned in exchange for AR except those Lumen chooses to return to Customer. Customer should assume Lumen holds no replacement parts for warranty claims. "Return and Repair Service" means Customer will return Product to Lumen and Product manufacturer will repair Customer's defective Product. "Return and Replace Service" means Customer will return Product to Lumen and Product manufacturer will replace Product with the same or similar Product that is functionally equivalent in terms of features, function, fit and compatibility.

1.8 Return Material Authorization ("RMA") Policies.

Product Return Material Authorization Policy. RMA is limited to Product with warranty or maintenance coverage. RMA only supports like-for-like replacement of Product. "Return Material Authorization" or "RMA" means manufacturer or Lumen authorization to return
Product. LUMEN WILL NOT ACCEPT THE RETURN OF ANY PRODUCT WITHOUT PRIOR APPROVAL FROM PRODUCT MANUFACTURER. Manufacturer may assess fees or charges associated with RMA. Product returns are subject to one of the following two RMA policies. Customer must call the Center for assistance with a Product return and issuance of the RMA number.

- **Pre-Acceptance Product Return.** Return is conditioned upon: (i) the Product being returned in its original box, (ii) Product has not been opened or installed, (iii) box does not have writing on it, (iv) the factory seal has not been broken and (v) manufacturer's agreement to accept return of the Product. Product must be returned using the issued RMA number and shipped

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to location specified in RMA. Product must be received by Lumen within 10 business days of the RMA Creation Date. If Product is not received by Lumen within 10 business days of the RMA Creation Date, Lumen reserves the right to bill Customer for any Advance Replacement Product provided to Customer. "Advance Replacement" or "AR" means Lumen will provide Customer with a replacement part in advance of Customer returning the defective part for repair or replacement. "RMA Creation Date" means the day that Lumen provides the RMA number to Customer.

- **Post Acceptance Product Return for Warranty Replacement.** Lumen provides warranty claim support only for Products purchased through Lumen. Defective Product must be received by Lumen within 10 business days of the RMA Creation Date. Product must be returned using the issued RMA number. Customer is responsible for all return shipping costs. Lumen reserves the right to cancel RMA request if defective Product is not received by Lumen within 10 business days of the RMA Creation Date. Lumen will not provide warranty claim support if Lumen has not received payment for Product within 90 days of Acceptance.
- **Restocking Fees.** Requests for RMA are subject to a fee of 25% of Product price paid by Customer, except as waived solely within Lumen's discretion for Product returns concerning Bundle services and manufacturer errors. Customer is responsible for any damage to the Product while in Customer's possession and during return shipment to Lumen.

1.9 Miscellaneous

- **Advance Replacement ("AR") Charges.** If manufacturer of Product offers an AR service and Customer requests AR for defective Product, Lumen will facilitate the AR and charge Customer $500.00 per AR. AR utilizes Lumen RMA processes. An Order Form must be authorized to cover $500.00 AR charge and cost of replacement Product. Customer is also responsible for all services charged by the Product manufacturer for AR service. Lumen provides no warranty on manufacturer AR services. Customer will only be charged for replacement Product if Customer fails to return Product as outlined in RMA Policies.
- **Expedites.** If Customer requests an expedited delivery of Product, and Lumen can and chooses to comply with the request, the following charges will apply: (a) a $500.00 expedite request charge; (b) a $50.00 per expedited item charge; and (iii) all shipping charges.
- **Export.** Customer will not export Products. Lumen is prohibited by its Product manufacturers from selling Products that will be exported.
- **Trade-In.** If Customer trades in any Product through Lumen under any manufacturer terms, Customer will indemnify and hold Lumen harmless from any liabilities, including charges imposed on Lumen, arising from Customer's failure to comply with the manufacturer's terms.
- **Misuse.** Lumen may provide information relative to Product operation and features, and recommendations for protecting Product against fraud, malice, and unauthorized access, however, Customer is solely responsible for the security of its own Product. Lumen and its affiliates and subcontractors are not responsible for damages relating to unauthorized access, fraud, or other misuse of Customer's Product.

2. CPEaaS

2.1 Service Description

CPE as a Service ("CPEaaS") is a service where Products and Services are offered to Customer monthly for the Service Term identified in the Order Form. CPEaaS includes implementation, unless otherwise stated in the Order Form, maintenance and use of the Products. Except as set forth in this CPEaaS Section, the Products and Services are subject to and controlled by the other applicable sections of this Service Guide. As defined within this CPEaaS Section of the SG, "Products" means CPE and software offerings from Lumen, and "Services" means offerings from Lumen that (a) install, maintain or manage the Products; (b) support Customer network management objectives, or (c) are consulting, professional, technical, development, and/or design services. Services may be referred to as "Support Services" and "Implementation" in certain ordering, quoting, and invoicing documents. Acceptance of CPEaaS occurs (a) upon delivery of the Products where Customer purchases only Products and Installation or (b) upon installation where Customer purchases Products, Installation and Maintenance Services.

2.2 Delivery

Products will be delivered to the Customer's location(s) identified by Customer to Lumen. Delivery will be made either by F.O.B. origin, freight paid by Customer, or personal delivery by Lumen.

2.3 Ownership and Use

Except as provided in the Product Purchase subsection below, Product is the personal property of Lumen, even if the Product, or any part of the Product, is affixed or attached to Customer's real property or any improvements on Customer's real property. Customer has no right or interest to the Product other than as provided within this CPEaaS Section and will hold the Product subject and subordinate to the rights of Lumen. Customer will: (a) at its own expense, keep the Product free and clear of any claims, liens, and encumbrances of any kind; and (b) make no alterations or affix any additions or attachments to the Product, except as approved by Lumen in writing. Customer will not remove, alter or destroy any labels on the Product and will allow Lumen the inspection of the Product at any time.

2.4 Loss; Replacement of Damaged Product

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As between Lumen and Customer, Customer will bear the entire risk of loss, theft, casualty, destruction or damage to the Product following delivery from any cause whatsoever (collectively, "Loss"). Customer will indemnify, defend and hold harmless Lumen its affiliates, and contractors for any such Loss. Customer will advise Lumen in writing within five business days of any such Loss. In no event will such Loss relieve Customer of the obligation to pay Lumen any amounts due. Where Product is replaced due to Loss or damage not covered by maintenance under the applicable section of this Service Guide, Customer will pay: (a) the full replacement value of the damaged Product, and (b) a one-time charge to cover Lumen's cost to ship the new Product. If Customer requires on-site assistance from Lumen to install the replacement Product, an additional dispatch charge will apply. Lumen will quote the charges in advance, obtain Customer's approval, and invoice the charges within 60 days. Customer is responsible for any claim for reimbursement from its insurance carrier. The terms and conditions in this Service Guide will continue to apply. Replacement Product may or may not be the same model.

2.5 Product Purchase; Ongoing Maintenance

Upon termination or expiration of the Service Term, Customer will purchase Product outright for $1.00 on an "as-is and where-is" basis, with no representations or warranties of any kind, including no warranties of merchantability or fitness for a particular purpose or representation that any software license associated with the Lumen provided CPE is transferrable to Customer. Upon invoicing, title for the Purchased Product immediately transfers to Customer. Customer will become owner of the Purchased Product and bear all responsibility for the Purchased Product, and, as such, agrees to release Lumen from all and any liability relating in any way to the Purchased Product. Upon Customer's ownership of the Purchased Product, Lumen will no longer provide maintenance support or any configuration changes. Customer will be responsible for purchasing or providing any separate maintenance and any software licenses for all Purchased Product and also becomes responsible for proper disposal of the Purchased Product.

2.6 Insurance

Customer will, provide and maintain, at Customer's own expense, at all times following delivery of the Product until the Product is purchased, the following insurance: (a) "All-Risk" property insurance covering the Product for the full replacement value, naming Lumen or a third party provider designated by Lumen as a loss payee; and (b) commercial general liability insurance with limits of not less than $1,000,000 per occurrence and aggregate and naming Lumen as an additional insured, unless such insurance is required elsewhere in this Agreement at higher limits. Such insurance will be placed with insurers who have a minimum "Best's" rating of A- VII (A- 7). Upon request, Customer will deliver to Lumen insurance certificates evidencing such insurance.

3. Lumen Portable WiFi

3.1 Service Description

Lumen Portable WiFi supplies Customer with (a) one (1) Cradlepoint LTE router, (b) a powerpack with power supply, (c) a Viewport, to allow for viewing of the Cradlepoint router lights, (d) a power plug, and (e) an RJ45 bulkhead assembly contained within a portable rugged case ("Unit"). Lumen will also provide installation of up to two (2) SIM cards and configuration of the Cradlepoint router, as well as assembly of each Unit. SIMs and WiFi data plans must be purchased separately. Terms and conditions set forth in Sections 1.2-1.9 above are applicable for Portable WiFi.

Portable WiFi includes Lumen-provided support for the first thirty (30) days following Acceptance to assist Customer upon receipt of assembled Units. This support includes review and troubleshoot of Cradlepoint settings and limited Customer network settings. Support will be by phone Monday through Friday, 8:00am to 5:00pm MST. Support calls will be limited to ninety (90) minutes of support per Unit. Additional support must be purchased separately.

4. Customer Responsibilities

- Customer acknowledges that Unit assembly time may vary due to factors including, but not limited to, source of materials, staging time, order size and volume, and Customer requirements.
- Customer will provide Cradlepoint configurations a minimum of three (3) weeks prior to the first assembly.
- Customer agrees that Lumen will not be charged for any cellular charges to provide consulting and testing.

5. Lumen Responsibilities

- Some configurations may require connection to the Customer's network. If required, Lumen will provide pricing to set up the connections using a VPN in the Order for the project.
- Lumen will work with the Customer to determine the delivery method of the completed Units to the Customer central location. Delivery costs are not included in the Customer Order.
- Lumen telephone support will meet industry standard support efforts relative to the issues presented by Customer.

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6. Installation Services

6.1. Service Description

Lumen will provide certain installation services for Products that Customer purchased from Lumen through the Product manufacturer as defined by the Product manufacturer ("Services"). Services may be referred to as "Support Services" and "Implementation" in certain ordering, quoting, and invoicing documents. Product manufacturer will provide all necessary labor, tools, and materials, and will repair or replace, at its discretion. Products includes all Products subject to the CPE and CPEaaS Sections of this Service Guide. **b.**

Coordination and Customer Requirements Validation

As applicable,

- Lumen will coordinate the implementation of Products between Customer and Lumen, and other third parties as required and will manage deadlines and milestones.
- Lumen will gather from Customer's designated contacts the applicable technical, design requirements and site information, such as:
  - Floor plan & phone set layout
  - LAN/WAN IP information and network architecture details o Router configuration data o Switch configuration data
  - Phone set / station assignments and features o Voice configuration parameters
  - Circuit/network/telco order and network infrastructure connectivity and system configuration information o Application information required for purchased applications
  - Call Manager design (i.e., Call Admission Control, Dial plan requirements and Redundancy) o Directory access and integration o Quality of Service ("QoS") details
  - Network service provider capabilities and SLA
  - Any additional features of the Product that may be required or requested by Customer
- Lumen will perform feature, functional and architecture analysis from data gathered.
- Lumen will compare functional requirements with the available features/functionality of the Product to any solution that may exist in Customer's environment.
- Lumen will create and verify equipment configuration.
- Lumen will identify and present feature/functionality and/or design gaps to Customer to ensure acceptance of deviations from requirements. Document gaps for risk assessment documentation. Lumen and Customer will determine whether a gap can be removed by pointing out similar functionality with existing features. Discuss and document feature/functionality and/or design alternatives and ensure that Customer understands implications of each alternative.
- Lumen will assign a technician to configure, stage, and test the equipment.
- Schedule a technician and/or Senior Design Engineer to gather station information, program features and station information, and to train Customer personnel.
- Lumen will assist in testing the equipment and the associated networks and purchased applications (per the Lumen Purchase Order), to ensure proper operation.

7. On-Site Deployment

If Services are deployed to Customer's site to install Products, the following applies:

- Access to Installation Site o Customer will provide access at the installation address(s) during regular business hours from: 8:00 AM to 5:00 PM local time Monday through Friday, plus after-hours access at any pre-arranged dates/times.
  - Customer will provide any security personnel, codes, badges or other access methodology required for staging, installation, and training.
- Services include, as applicable:
  - Staging
    - ✦ Assembly of base equipment, both hardware and software
    - ✦ Configuration of base equipment
    - ✦ Functionality and purchased application testing
    - ✦ Unboxing, assembly, and distribution of phone sets
    - ✦ *Note: Customer responsible for disposition of empty boxes & any replaced equipment.*
  - Unpack and inventory equipment, reporting any damaged hardware or partial shipment o Mount and connect the chassis equipment o Program Customer stations and quoted features o Power-up & diagnostics o Attach cables o Test connectivity
  - As may be required, schedule and perform telco cut-over
  - Place and connect phones o Provide a phone quick reference guide (one per Customer phone) o Provide phone tutorial CD and administrator's guide reference online link o *Note: Customer is responsible for moving office furniture and other obstructions*
- Except as otherwise provided in an Order Form, Services **will not** include the following:

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- Additional wiring or cabling; supply, assembly, installation or maintenance of racks, shelves, or any other physical structure to which the equipment is to be mounted; ancillary materials such as power/extension cords, rack/wall mount bolts/screws, wires, cables, connectors.
- Troubleshooting or installing the wiring, extending wiring and/or cabling, to include telco demarcation points.
- Providing, installing, verifying (tone & tag), or labeling of Customer phone wiring. o Supply and / or assembly of racks, shelves or tables which are not included in the Lumen Bill of Materials. o Accessing or troubleshooting ***third party*** hardware, software, or network and circuits o Optimizing or troubleshooting Customer applications not listed in the Lumen Bill of Materials. o Installation or configuration changes that are results of site additions, deletions, re-locations or changes in Customer's network strategy or design requirements that deviate from the agreed upon site listing
- Software upgrades, with the exception of upgrades designed to address a circuit affecting issue on the equipment being installed.
- Installation or maintenance of "soft" computer software phones. o Moving of office furniture for the installation of Customer phones or access to panels. o Configuring or installing additional Customer hardware o Configuring third party or pre-existing servers.
- If the Service requires **Customer-provided** servers, Customer is responsible for ensuring that those servers meet manufacturer and/or software-provided specifications for hardware and software. Failure of test & turn-up of desired server applications due to missing the specifications will result in any extra time or trips being billed at standard time and material rates.
- Customer is responsible for conduit, cable trays, wire raceways, and power configurations, as required by state and/or local electrical regulations or fire codes, as well as manufacturer specifications.

8. Potential Additional Charges for Installation Services

The installation date may be in jeopardy, with additional charges incurred to Customer, if Lumen or its subcontractors are delayed due to lack of needed Customer information, inaccurate or incomplete information provided, or lack of site readiness. Lumen reserves the right to invoice for all labor services and equipment provided if work is stopped, delayed, or rescheduled for more than 30 days, due to a request by Customer, or as a result of Customer's failure to meet the responsibilities outlined in this Service Guide or appliable Order Form, or for any other reason beyond Lumen's control. Additional potential charges might include:

- Expedite Fee: Fixed rate surcharge to schedule the installation before the next nominally available date. Customer may request that the installation process be accelerated. The fee helps to offset the additional costs of special processing and rush shipment of the equipment to the site. Lumen will grant an expedite request and incur the fee only if the service and equipment are available.
- Time and Materials (T&M): Hourly rate for services performed beyond those covered by the Order Form, and for those instances where Customer or other parties (i.e. beyond Lumen's control) delay Lumen's progress and / or completion of the Service. At Customer's request, Lumen can arrange for onsite or remote services (T&M) in addition to the tasks covered in this Service Guide or appliable Order Form.
- Site Not Ready (SNR), Rescheduling, or Cancellation: Fees to cover costs of canceling or rescheduling the Service, assessed on a per site basis. Lumen will waive these fees if five business days' notice is given.
- After-hours: additional compensation for services performed outside normal business hours – normal business hours is defined as Monday through Friday (exclusive of Holidays), 8am thru 5pm, local site time. At Customer's request, Lumen can arrange for services and support on weekdays after normal hours, or on Saturdays, Sundays, or Holidays.

9. Lumen Provided Maintenance Services

9. 1 General Service Components

Except as otherwise provided, the following service components apply to all maintenance and support services in this section ("Services"). Services may be referred to as "Support Services" and "Implementation" in certain ordering, quoting, and invoicing documents.

- **Safety Compliance:** Lumen and Customer will adhere to all Safety Regulations. Lumen will not work in any area where a Hazardous Substance is present. Lumen may work in an area containing non-friable asbestos if Lumen determines, in its sole judgment, that the work will not disturb or cause the asbestos to become friable. Customer is responsible for informing Lumen of the existence, location and condition of any Hazardous Substances that may be in or around the Lumen work area. Customer will indemnify and hold Lumen harmless from any fines or other liabilities of Lumen arising from Customer's failure to inform Lumen of Hazardous Substances. Additionally, Lumen may suspend work from the time it reasonably identifies areas where Hazardous Substances may be present until the work area is in compliance with all Safety Regulations. Any such suspension is not a default of the Agreement, and any delays from the suspension may result in a similar delay in work completion, without penalty to Lumen. If the parties cannot agree whether Lumen's work can be performed through completion without a violation of Safety Regulations, or cannot agree to payment of added costs, if any, either party may terminate the Agreement without penalty. Such termination will not affect Customer's obligation to pay for Service provided by Lumen prior to the effective date of termination. "Hazardous Substance" means a substance regulated by any Safety Regulation and includes, but is not

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limited to, asbestos. "Safety Regulations" means all applicable health, safety and environmental laws, rules and regulations, including but not limited to Occupational Safety and Health Administration's and the Environmental Protection Agency's rules and regulations.

- **Trouble Reports:** Customer will report problems with the Covered Product to Center and Lumen will follow then-current methods and procedures to resolve the trouble report. Lumen will work each reported problem as applicable to the particular Lumen Provided Maintenance Service purchased by Customer. For Centurion Maintenance Services, Lumen will work each reported problem based on priority. For each trouble report opened for Promet Maintenance Services and Non-Standard Part Maintenance Services, Lumen will measure Engagement and Response times. "Engagement" means the period of time between when Lumen receives a trouble report from Customer and when the Center confirms with Customer both technician assignment and entitlement to support. "Center" means either the Lumen Customer Service Center reachable at (a) **800-2272218 opt 2, 2** for Lumen Data Networks CPE Support (Adtran, Cisco, Juniper, etc) and Cisco CallManager Solutions or (b) **800421-2271** for Voice CPE Support (Avaya, Cisco, Mitel, etc) and video solutions.
- **Performance of Services:** Lumen will provide certain activities for the Services during Covered Hours. "Covered Hours" means (a) for ProMet Maintenance 8:00 am to 5:00 pm Local Time, Monday through Friday, excluding Lumen-observed holidays; or (b) for Centurion maintenance, 24 hours per day, 7 days per week, including Lumen observed holidays. "Local Time" means the time zone in which Covered Product is located.
- **MD, EOS and EOL Covered Products.** Lumen will make an annual review of Customer's Covered Product to identify MD, EOS and EOL equipment and software. Service excludes MD, EOS and EOL equipment or software from maintenance coverage. Acceptance of an Order Form for Service does not bind Lumen to the maintenance of MD, EOS or EOL equipment or software. "End of Life" or "EOL" means equipment or software that is no longer available or supported by the manufacturer or producer. "End of Sale" or "EOS" means new equipment or software that is no longer available for purchase from the manufacturer or producer, but support and replacement equipment is available from the manufacturer or producer. "Manufacturer Discontinued" or "MD" means that the Covered Product or Software has been designated by the vendor as no longer supportable by manufacturing, design, and related processes. Covered Product designated as MD is no longer available for sale. Software designated as MD may no longer be available for upgrades or expansion, depending on the current state of the software. This

  "MD, EOS and EOL Covered Products" subsection only applies to Centurion Maintenance Services and Promet Maintenance Services.
- **Non-Disclosed Pre-Existing Issues.** Customer must disclose pre-existing issues that have a material impact to the Covered Product and would cause Lumen to incur an immediate cost to resolve. Lumen reserves the right to charge Customer for corrective action associated with such non-disclosed pre-existing issues within the first 90 days of the coverage period.
- **Problem Isolation Billing; Service Exclusions.** In the event Lumen spends time (a) isolating problems to equipment, software, or LAN/WAN elements that are not part of the Covered Product or Non-Standard Product, or (b) associated with Service exclusions, Customer will pay Lumen for such effort at then-current time and material rates. Service exclusions include:
  - CPE hardware not listed on the Order Form o CPE software not listed on the Order Form unless embedded in the Covered Product o Covered Products missing serial numbers or other identification required by the manufacturer. o Problems caused by integration with non-Lumen provided hardware or software o Problems associated with Operating Systems not provided by Lumen o Covered Product failure due to manufacturer excluded causes such as accident, abuse or misuse o Covered Product failure due to non-compliance of electrical or environmental requirements o Covered Product usage not in accordance to manufacturer specification o Failure of Customer to follow proper operating procedures o Servicing not authorized by Lumen o Upgrades of software
  - If providing On-Site service, any on-site support requested by Customer (for Promet Maintenance Service only)
- **Voice over Internet Protocol (VoIP) Quality Exclusion.** Lumen may perform tasks to maintain QoS for VoIP, on behalf of Customer. Nevertheless, Lumen makes no warranty on the quality of voice/video transmissions over private or public IP network in this Detailed Description. Further, Lumen does not recommend VoIP deployments over a Best Effort Network. Customer acknowledges that quality issues relative to voice/video transmission may occur on a Best Effort Network. Issues, such as jitter, echo, and dropped calls may occur with varied degrees of frequency depending on network use and latency. Trouble reports that have been isolated and diagnosed as intermittent QoS issues will be billable to Customer at then-current time and material rates. "Best Effort Network" means any private or public network that cannot sustain Quality of Service (QoS) for time sensitive traffic from one end point to another.

9.2 Centurion Maintenance Services ("Services")

The following provisions apply to Centurion Maintenance Services:

- **Service Description:** Lumen will provide Lumen maintenance of the Covered Product, which may include embedded software, in accordance with the manufacturer's specifications ("Services"). "Covered Product" means CPE hardware and software manufactured by a Lumen approved vendor and is part of Lumen's standard portfolio. Lumen will provide all necessary labor, tools, and materials, and will repair or replace, at its option, any necessary parts in connection with Services. To the extent that Lumen provides labor, Customer will provide access to Lumen and/or its applicable affiliates, subcontractors

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and vendors performing such work. All work efforts are to be done by CTL technicians and resources. Services include the following options: o Centurion On-Site Maintenance Service: Services will be provided on Customer's site.

o Centurion Remote Maintenance Service: Services will be provided remotely.

- **System Integrity:** To receive Services from Lumen, Customer agrees to maintain System Integrity. Lumen reserves the right to deny Services if Customer fails to maintain System Integrity, including but not limited to adding hardware and software not provided by Lumen. Lumen may request Customer to provide documentation demonstrating System Integrity. "System Integrity" means: (a) Lumen is the Customer's channel partner of record for Covered Product; and (b) all system hardware is covered by this Service or other Lumen maintenance services.
- **Lumen Responsibilities:** Lumen will perform the below tasks.

10. Centurion Remote Maintenance Service

- ✦ Accept trouble reports 24 hours per day, 7 days per week, including Lumen observed holidays ▪ Perform trouble isolation during Covered Hours.
- ✦ If Lumen and Customer determine an AR Product is required, Lumen will deliver AR Product during Covered Hours (a) for standard maintenance the next business day provided such determination was made before 3:00 PM; or (b) for premium maintenance, within four hours; or for Mitel etc. by the next business day provided such determination was made before 3:00 PM Local Time, Monday through Friday, excluding Lumen-observed holidays. "Advance Replacement Product" or "AR Product" means Lumen will provide Customer with a replacement part in advance of Customer returning the defective part for repair or replacement. Availability of AR is limited and is provided in the following services only Centurion Remote Maintenance.
- ✦ Lumen will make a reasonable effort to deliver all required replacement parts to Customer's site. o **Centurion On-Site Maintenance Service**
- ✦ Accept trouble reports 24 hours per day, 7 days per week, including Lumen observed holidays
- ✦ Perform trouble isolation during Covered Hours
- ✦ If Lumen and Customer determine an on-site Response is required, Lumen will complete Response during Covered Hours (a) for standard maintenance, the next business day provided such determination was made before 3:00 PM; or (b) for premium maintenance, within four hours, or for Mitel etc. by the next business day provided such determination was made before 3:00 PM Local Time, Monday through Friday, excluding Lumen-observed holidays. "Response" means the period of time between (a) when Lumen and Customer determine remote diagnostic efforts are inadequate to resolve reported problem, a Field Replaceable Unit is identified for replacement or a Maintenance Release is needed;
  and (b) when Lumen technician arrives at the site of the Covered Product. "Response with AR Product" means the period of time between when Lumen and Customer determine a Field Replaceable Unit is identified for replacement and when AR Product is delivered to Customer site. "Field Replaceable Unit" means a circuit board, part, or assembly that can be quickly and easily removed and replaced by a technician without having to send the entire product or system to a repair facility. "Maintenance Release" means an incremental release of Software that provides maintenance fixes or corrective content and may provide additional Software features.
- ✦ Lumen will make a reasonable effort to arrive at Customer's site with all required replacement parts.

- **Customer Responsibilities:** Customer will perform the below tasks. o Provide information to assist Lumen in determining Service entitlement o Provide serial numbers and specific location of the Covered Product
  - o Assist Lumen in accessing the Covered Product remotely either by modem or Internet o Provide 30-day notice to Lumen of any changes to the Covered Product listed on the Order Form o Provide five-day notice to Lumen of any changes to the personnel authorized to contact Lumen o Perform due diligence to protect the Covered Product from abuse and misuse
- **Ticketing Response Priorities:**
  - o **Priority 1 (High) – Service Outage:** A service outage is the most critical event and is assigned to problems that severely affect service, capacity, billing, and maintenance capabilities. Customer's staff must be available as required by Lumen to aid in problem diagnosis and provide remote or on-site access to the Covered Product. Examples of Priority 1 events are:
  - ✦ Total network element outage
  - ✦ Any loss of safety or emergency capability (e.g., emergency calls such as 911 in North America)
  - ✦ Total loss of the ability of the system to provide any required critical major alarms o **Priority 2 (Medium) – Service Affecting Impairment:** These are issues that affect system operation, maintenance or administration and require immediate attention. Their priority is lower than a service outage because, while impacted by the service issue, Customer is not inhibited from conducting business. Examples of Priority 2 events are:
  - ✦ A reduction in capacity or traffic handling capability such that expected loads cannot be handled
  - ✦ Failure resulting in dynamic routing, switching capability or transport loss
  - ✦ System restarts, whether or not the system has recovered or not, and where root cause has not been defined o **Priority 3 (Low) – Service Affecting Intermittent Impairment:** These are issues that intermittently affect system operation, maintenance or administration. Due to their transient nature, resolution of these issues may be protracted. Examples of Priority 3 events are: o Traffic impacting system restarts o Disruption of billing or accounting capability
  - o **Priority Level 4 – Customer Inquiry:** These are issues that require Lumen technical assistance such as software application issues that do not impact service or follow-up to all other reported problems.

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- **Defective Product Return.** Customer must return defective Covered Product within 10 days of an AR Product shipment. Lumen retains the option to charge Customer for non-returned Covered Product plus $300.00 service charge.
- **Service Level Objectives (SLO).** If Service includes SLO, Lumen will make commercially reasonable efforts to (a) complete Engagement within one hour after Customer initiation of a trouble report; or (b) complete Response during Covered Hours (i) for standard maintenance, the next business day provided need for Response was determined before 3:00 PM; or (ii) for premium maintenance, within four hours after determination by Customer and the Center that such Response is required.
- **Remote Access Device.** As part of the Service, Lumen may install a Remote Access Device ("RAD") at Customer location to allow Lumen to remotely diagnose and resolve problems on Covered Product. When connected to the Internet, the RAD initiates contact with the Lumen management platform. After authentication, a secure tunnel between the Lumen management platform and RAD is established. The RAD cannot accept incoming requests and is coded to only contact the Lumen management platform. Customer must return the RAD to Lumen within 30 days of termination of the Service. If the RAD is not returned to Lumen, Customer will be charged $500, unless otherwise agreed to by Lumen and Customer.
- **Non-Standard Products**. Lumen may purchase Non-Standard Products on behalf of Customer for the purchasing convenience of Customer. Lumen will review Customer's Covered Product to identify Non-Standard Products. Acceptance of an Order Form for Service does not bind Lumen to maintenance of Non-Standard Products. Service for Non-Standard Products is provided at the discretion of Lumen and is subject to change without notice. If Lumen discontinues support of Non-Standard Products, Lumen will either: (a) reimburse customer for Service charges associated with Non-Standard Products if Customer received no benefit, or (b) charge Customer at then-current time and material rates for support of Non-Standard Products. Support of NonStandard Products is further defined in the Detailed Description for Non-Standard Part Support Service. "Non-Standard Part" means (a) End of Sale CPE hardware and software manufactured or produced by Adtran, Ciena, Cisco, Juniper Networks, Nokia, Polycom, and Mitel or (b) CPE hardware and software for which Lumen is unable or unwilling to provide warranty or other maintenance support.

10.1 Promet Maintenance Services ("Services")
The following provisions apply to Promet Maintenance Services:

- **Service Description:** Lumen will provide Lumen maintenance of the Covered Product and the Non-Standard Product, which may include embedded software, in accordance with the manufacturer's specifications ("Services"). "Covered Product" means CPE hardware and software manufactured by a Lumen approved vendor and is part of Lumen's standard portfolio. Lumen will provide all necessary labor, tools, and materials, and will repair or replace, at its option, any necessary parts in connection with Services. To the extent that Lumen provides labor, Customer will provide access to Lumen and/or its applicable affiliates, subcontractors and vendors performing such work. All work efforts are to be done by CTL technicians and resources. Services include the following options:
  o Promet Remote Standard Service o Promet Remote Premium Service o Promet On-Site Standard Service o Promet On-Site Premium Service
- **Lumen Responsibilities:** Lumen will perform the below tasks.

11. o **Promet Remote Standard Service**

- ✦ Accept trouble reports 24 hours per day, 7 days per week, including Lumen observed holidays ▪ Perform trouble isolation during Covered Hours.
- ✦ If Lumen and Customer determine before 3:00 PM that an AR Product is required, Lumen will deliver AR Product the next business day. "Advance Replacement Product" or "AR" means Lumen will provide Customer with a replacement part in advance of Customer returning the defective part for repair or replacement. Availability of AR is limited and is provided only for Promet Remote Premium Service and Promet Remote Standard Service. o **Promet Remote Premium Service**
- ✦ Accept trouble reports 24 hours per day, 7 days per week, including Lumen observed holidays.
- ✦ Perform trouble isolation 24 hours per day, 7 days per week, including Lumen observed holidays.
- ✦ If Lumen and Customer determine an AR Product is required, Lumen will deliver AR Product within four hours, 24 hours per day, 7 days per week, including Lumen observed holidays to continue trouble isolation or implement trouble resolution. Availability of AR is limited and is provided only for Promet Remote Premium Service and Promet Remote Standard Service. o **Promet On-Site Standard Service**
- ✦ Accept trouble reports 24 hours per day, 7 days per week, including Lumen observed holidays ▪ Perform trouble isolation during Covered Hours.
- ✦ If Lumen and Customer determine before 3:00 PM that an on-site Response is required, Lumen will respond on-site the next business day. "Response" means the period of time between (a) when Lumen and Customer determine remote diagnostic efforts are inadequate to resolve reported problem, a Field Replaceable Unit is identified for replacement or a Maintenance Release is needed; and (b) when Lumen technician arrives at the site of the Covered Product or Non-Standard Product. "Field Replaceable Unit" means a circuit board, part, or assembly that can be

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quickly and easily removed and replaced by a technician without having to send the entire product or system to a repair facility.

"Maintenance Release" means an incremental release of Software that provides maintenance fixes or corrective content and may provide additional Software features.

- ✦ Lumen will make reasonable effort to arrive at Customer's site with all required replacement parts. o **Promet On-Site Premium Service**
- ✦ Accept trouble reports 24 hours per day, 7 days per week, including Lumen observed holidays.
- ✦ Perform trouble isolation 24 hours per day, 7 days per week, including Lumen observed holidays.
- ✦ If Lumen and Customer determine an on-site Response is required, Lumen will respond within four hours, 24 hours per day, 7 days per week, including Lumen observed holidays to continue trouble isolation or implement trouble resolution
- ✦ Lumen will make reasonable effort to arrive at Customer's site with all required replacement parts.

- **Customer Responsibilities:** Customer will perform the below tasks. o Provide information to assist Lumen in determining Service entitlement o Provide serial numbers and specific location of the Covered Product
  o Assist Lumen in accessing the Covered Product remotely either by modem or Internet o
  Provide 30-day notice to Lumen of any changes to the Covered Product listed on the Order Form o
  Provide five-day notice to Lumen of any changes to the personnel authorized to contact Lumen o
  Perform due diligence to protect the Covered Product from abuse and misuse
- **Remote Access Device.** As part of the Service, Lumen may install a Remote Access Device ("RAD") at Customer location to allow Lumen to remotely diagnose and resolve problems on Covered Product. When connected to the Internet, the RAD initiates contact with the Lumen management platform. After authentication, a secure tunnel between the Lumen management platform and RAD is established. The RAD cannot accept incoming requests and is coded to only contact the Lumen management platform. Customer must return the RAD to Lumen within 30 days of termination of the Service. If the RAD is not returned to Lumen, Customer will be charged $500, unless otherwise agreed to by Lumen and Customer.
- **Preventative Maintenance**. Manufacturer of the Covered Product may provide guidance on methods and procedures that must be completed to protect warranties and extend the useful life of the Covered Product. Lumen will provide preventative maintenance information and or guidelines per manufacturer requirements.
- **Defective Product Return.** Customer must return defective Product within 10 days of an AR Product shipment. Lumen retains the option to charge Customer for non-returned Product plus $300.00 service charge.
- **Service Level Agreements (SLA).** If Service includes SLA, Lumen will credit Customer in the event Lumen fails to complete Engagement within one hour during Covered Hours after Customer initiation of a trouble report or complete Response on the next business day after determination by Customer and the Center that such Response is required. This SLA credit is limited to one month's Service charge of the Covered Product. Under no circumstances will Lumen be required to credit Customer in any one calendar month for charges greater than the monthly charges for affected Service. An SLA credit will be applied only to the month in which the event giving rise to the credit occurred. This SLA credit only applies if all the following conditions are true: (a) Customer has fulfilled all Customer responsibilities in this Detailed Description, (b) Customer has granted Lumen always available remote access to the Covered Product, (c) the Covered Product is located in zone one of Lumen's Guide, and (d) the reported trouble has a material impact to Customer. Lumen must receive a written request for SLA credit from Customer under this section within 10 days of Lumen's failure to meet SLA. Customer waives SLA credit if Customer fails to provide Lumen written request within 10 day period. SLA are provided for all Promet Maintenance Services.
- **Non-Standard Products**. Lumen may purchase Non-Standard Products on behalf of Customer for the purchasing convenience of Customer. Lumen will review Customer's Covered Product to identify Non-Standard Products. Acceptance of an Order Form for Service does not bind Lumen to maintenance of Non-Standard Products. Service for Non-Standard Products is provided at the discretion of Lumen and is subject to change without notice. If Lumen discontinues support of Non-Standard Products, Lumen will either: (a) reimburse customer for Service charges associated with Non-Standard Products if Customer received no benefit, or (b) charge Customer at then-current time and material rates for support of Non-Standard Products. Support of NonStandard Products is further defined in the Non-Standard Part Maintenance section below. "Non-Standard Part" means (a) End of Sale CPE hardware and software manufactured or produced by Adtran,Ciena, Cisco, Juniper Networks, Nokia, Polycom, and Mitel or (b) CPE hardware and software for which Lumen is unable or unwilling to provide warranty or other maintenance support.

11.1 Non-Standard Part Support Service ("Services")

- **Service Description:** Lumen will provide maintenance services for Non-Standard Product, which may include embedded software, in accordance with the manufacturer's specifications ("Services"). "Non-Standard Product" means (a) End of Sale CPE hardware and software manufactured or produced by Adtran, Ciena, Cisco, Juniper Networks, Kentrox, Nokia, Nortel, Polycom, and Tasman Networks, or (b) CPE hardware and software for which Lumen is unable or unwilling to provide warranty or other maintenance support. Lumen will provide all necessary labor, tools, and materials, and will repair or replace, at its option, any necessary parts in connection with Services. To the extent that Lumen provides labor, Customer will provide access to Lumen and/or its applicable affiliates, subcontractors and vendors performing such work.
- **EOS and EOL Products.** This Detailed Description provides for the maintenance of EOS Products. Lumen will make an annual review of Customer's CPE to identify EOS and EOL equipment and software. Lumen will not provide Service for EOL

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equipment or software. Acceptance of an Order Form for Service does not bind Lumen to maintenance of EOL equipment or software.

"End of Life" or "EOL" means equipment or software that is no longer available or supported by the manufacturer or producer. "End of Sale" or "EOS" means new equipment or software that is no longer available for purchase from the manufacturer or producer, but support and replacement equipment is available from the manufacturer or producer.

- **Lumen Responsibilities:** Lumen will perform the below tasks.
  - Accept trouble reports 24 hours per day, 7 days per week, including Lumen observed holidays. o Perform trouble isolation during Covered Hours. o Respond on-site the next business day if Lumen and Customer determine an on-site Response is required. "Response" means the period of time between when Lumen and Customer determine remote diagnostic efforts are inadequate to resolve reported problem or a Field Replaceable Unit is identified for replacement and when Lumen technician arrives at the site of the Non-Standard Part Product. "Field Replaceable Unit" means a circuit board, part, or assembly that can be quickly and easily removed and replaced by a technician without having to send the entire product or system to a repair facility.
- **Customer Responsibilities:** Customer will perform the below tasks. o Provide information to assist Lumen in determining Service entitlement o Provide serial numbers and specific location of the Non-Standard Part Product
  - Assist Lumen in accessing the Non-Standard Part Product remotely either by modem or Internet o Provide 30-day notice to Lumen of any changes to the Non-Standard Part Product listed on the Order Form o Provide five-day notice to Lumen of any changes to the personnel authorized to contact Lumen o Perform due diligence to protect the Non-Standard Part Product from abuse and misuse o Comply with all manufacturer environmental requirements
- **Preventative Maintenance.** Manufacturer of the Non-Standard Part Product may provide guidance on methods and procedures that must be completed to protect warranties and/or extend the useful life of the Non-Standard Part Product. Lumen will provide preventative maintenance per manufacturer requirements.

12 Manufacturer Provided Maintenance

12. 1 Service Description

Lumen will provide Lumen maintenance services to Customer through the Product manufacturer as defined by Product manufacturer ("Services"). Services may be referred to as "Support Services" and "Implementation" in certain ordering, quoting, and invoicing documents. Product manufacturer will provide all necessary labor, tools, and materials, and will repair or replace, at its option, any necessary parts in connection with the Service in accordance with terms applicable to the manufacturer's standard product and service offerings. Service description terms of certain manufacturers may be viewed at the below URLs or successor URLs as designated by the manufacturer. If Customer has purchased a Product for a manufacturer not listed below, Services will be subject to the applicable terms and conditions located on manufacturer's website. Customer understands that manufacturers may modify URLs or add additional URLs and agree that Services remain subject to the applicable warranty terms and conditions from the manufacturer.

- Avaya: http://www.avaya.com/usa/services/category-support-services?view=offers
- Adtran: https://portal.adtran.com/web/url/procare
- CheckPoint: https://www.checkpoint.com/support-services/support-plans/
- Ciena: https://my.ciena.com/CienaPortal/s/documentation
- Cisco: https://www.cisco.com/c/en/us/about/legal/service-descriptions.html
- Cradlepoint: https://cradlepoint.com/about-us/terms-of-service/
- Dell-EMC: https://www.delltechnologies.com/en-us/customer-services/product-warranty-and-service-descriptions.htm
- Eaton: https://www.eaton.com/us/en-us/site-search.searchTerm$Eaton::com%20:%20Warranties.tabs$all.html
- HP: https://support.hpe.com/hpesc/public/home
- Juniper: https://www.juniper.net/us/en/services/maintenance-services/
- Mitel: https://www.mitel.com/services/connect-services/mivoice-connect-manage
- NetApp: https://www.netapp.com/us/services/service-descriptions.aspx
- Nokia: https://www.nokia.com/networks/services/maintenance-services/
- Palo Alto: https://www.paloaltonetworks.com/legal
- Polycom: https://www.poly.com/us/en/legal/terms
- RSA: https://www.rsa.com/en-us/company/standard-form-agreements

13. Manufacturer Warranties

Lumen will pass-through and assign to Customer all applicable warranties provided by the manufacturer of the applicable Product. All Products purchased from Lumen, including any Product that is part of a system previously purchased from and installed by Lumen which is still under warranty, are subject to the terms and conditions set forth in the manufacturer's warranty applicable to the Product. Products are sold to Customer with no warranty of any kind from Lumen. Warranties of certain manufacturers may be viewed at the below URLs or successor URLs as designated by the manufacturer. If Customer has purchased a Product for a manufacturer not listed below, Services will be subject to the applicable warranty terms and conditions located on manufacturer's website, provided that Lumen has the right to

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pass-through and assign the warranty to Customer. Customer understands that manufacturers may modify URLs or add additional URLs and agree that Services remain subject to the applicable warranty terms and conditions from the manufacturer.

- Avaya: https://support.avaya.com/helpcenter/getGenericDetails?detailId=C2009223142629795043
- Adtran: https://portal.adtran.com/web/page/portal/Adtran/wp_support_warranty
- CheckPoint: https://www.checkpoint.com/support-services/software-license-agreement-limited-hardware-warranty/
- Ciena: https://my.ciena.com/CienaPortal/s/globalsearch/%40uri#q=warranty&t=All&sort=relevancy&f:@commonsource=[Technical%20Publications
- Cisco: https://www.cisco.com/c/en/us/products/warranty-listing.html
- Cradlepoint: https://cradlepoint.com/about-us/terms-of-service/msp-addendum/
- Dell-EMC: https://www.delltechnologies.com/en-us/customer-services/product-warranty-and-service-descriptions.htm
- Eaton: https://www.eaton.com/us/en-us/site-search.searchTerm$Eaton::com%20:%20Warranties.tabs$all.html
- HP: https://support.hpe.com/hpesc/public/home
- Juniper: https://support.juniper.net/support/warranty/
- Mitel: https://www.mitel.com/legal/products-warranty-and-limitation-liability
- NetApp: https://www.netapp.com/us/services/service-descriptions.aspx
- Nokia: https://www.nokia.com/phones/en_gb/support/warranty/nokia-7-plus/US/en
- Palo Alto: https://www.paloaltonetworks.com/legal
- Polycom: https://www.poly.com/us/en/legal/terms
- RSA: https://www.rsa.com/en-us/company/standard-form-agreements

Lumen disclaims any liability for loss, damage or injury to any party as a result of any defects, latent or otherwise, in any Product. Lumen is not: (a) a manufacturer of any Product; (b) a party to any agreement between Customer and a Product manufacturer for services provided directly by the Product manufacturer to Customer (e.g., maintenance and extended warranty services); and (c) bound by or liable for any representation, warranty, or promise made by a Product manufacturer.

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EXHIBIT A-9
CUSTOM SOLUTIONS AND SERVICES SCHEDULE

1. General. This Custom Solutions and Services Schedule ("Schedule") is entered into between Lumen and Customer and is effective as of the date last signed ("Schedule Effective Date"). "Lumen" is defined for purposes of this Schedule as CenturyLink Communications, LLC d/b/a Lumen Technologies Group and its affiliated entities providing Services under this Schedule. If Lumen and Customer have not executed a Custom Solutions and Services Schedule, then the standard Custom Solutions and Services Schedule, a copy of which is available upon request, will govern the applicable Statements of Work ("SOWs") and SOW Change Requests. This Schedule is governed by and incorporates by reference the Lumen or CenturyLink Master Service Agreement or other service agreement executed between the parties, or the then current standard Lumen Master Service Agreement if no agreement has been executed. This Schedule, any attached or incorporated documents, Statements of Work ("SOWs"), SOW Change Requests, and the applicable agreement between Lumen and Customer collectively comprise the agreement between the parties ("Agreement"). Capitalized terms used and not otherwise defined in this Schedule will have the meaning set forth in the Agreement.

1.1 Additional General Terms. Service charges are exclusive of taxes and presented without reduction for any Withholding Tax, all of which are the responsibility of the Customer. "Withholding Tax" means any amount or account of tax on sources of income which a payor is obliged to deduct from payments due to a recipient and account for or to any tax authority. In the event that any payment to be made to Lumen under this Service Schedule should be subject to reduction by reason of a Withholding Tax, Customer agrees to pay Lumen such amounts as would have been necessary so that the aggregate net amount received by Lumen after application of a Withholding Tax is the same amount as would have been received by Lumen if there had been no requirement to deduct or withhold such tax. For Services provided outside the United States, Customer or its local affiliate may be required to enter into a separate local country addendum/agreement (as approved by local authorities) ("LCA") with the respective Lumen affiliate that provides the local Service(s). Such Lumen affiliate will invoice Customer or its local affiliate for the respective local Service(s).

2. Services and Acceptance. This Section replaces the Orders section in the Agreement for Services purchased under this Schedule. Lumen will provide the professional, consulting, analytical, design, technical, implementation, management, and security services ("Services") identified in the applicable statement of work ("SOW") pursuant to the Agreement. Services are provided by the Lumen affiliate identified in the SOW; and Lumen may utilize its own employees or subcontractors and may change, modify, or replace any of Lumen network hardware, software, or equipment used to deliver Services. Customer will comply with the responsibilities identified in the SOW or a SOW Change Request. Lumen's performance will be excused where the Services are contingent upon Customer's performance until Customer complies with its responsibilities; Lumen will receive additional time to complete the Services after Customer complies. Customer's noncompliance may result in an adjustment of the charges, including charges for additional hours required to complete the Services. Except as otherwise provided in a SOW, Services will be deemed accepted unless Customer provides written notice of any deficiency to Lumen within three business days after commencement of work or delivery of the Services, including phased delivery of Service, if applicable (the "Acceptance Period"). Such notice must detail and demonstrate the deficiency to Lumen's reasonable satisfaction. Lumen will remedy the deficiency and will notify Customer accordingly, at which time a new Acceptance Period will begin. Lumen will delay billing until Services are accepted.

2.1 Service Term. The Services will continue for the term specified in the applicable SOW ("Service Term"), unless terminated by either party pursuant to the terms of the Agreement or this Schedule.

3. Customer Responibilities.

3.1 Charges; Payment. This Section replaces the Commencement of Billing section in the Agreement. Subject to the Services and Acceptance section above, the Service Commencement Date for Services is the date Lumen begins performing Services or as specified in a SOW. Customer will pay all charges (including reasonable travel and living expenses and third-party charges) and any progress payments as set forth in a SOW and all applicable Taxes and Fees. If Lumen cannot complete installation due to Customer delay or inaction, Lumen may begin charging Customer for the Service, and Customer will pay such charges. "MRC" means monthly recurring charge, and "NRC" means non-recurring charge. Charges for certain Services are subject to (a) a property tax surcharge and (b) a cost recovery fee per month to reimburse Lumen for various governmental taxes and surcharges. Such charges are subject to change by Lumen and will be applied regardless of whether Customer has delivered a valid tax exemption certificate.

3.2 Termination. This Section replaces the Cancellation and Termination Charges section in the Agreement. Either party may terminate a SOW upon 30 days prior written notice. Cancellation charges will be identified in the SOW. Customer will remain liable for charges accrued but unpaid as of the termination date.

3.3 Letter of Agency. If applicable, upon the execution of an applicable SOW, Customer will sign a Letter of Agency giving Lumen the limited authority to directly notify the appropriate vendor for the purpose identified in the Letter of Agency. Customer may terminate this authorization at any time upon notice to Lumen. If applicable, Customer will also provide its vendors with a letter (with a copy to Lumen) acknowledging Lumen's role as Customer's agent solely as it relates to the purpose as specifically identified in such letter of agency. As soon as commercially practicable, Customer will provide Lumen with a copy of any contractual commitments between Customer and its vendor that Lumen must be aware of or comply with in order to dispatch such vendor accordingly.

3.4 Non-solicitation. Customer or its third party will not knowingly solicit or recruit for employment or hire any Lumen Resource for one year following the termination of a SOW for which the Lumen Resource performed work for Customer, except that Customer may

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recruit or hire a Lumen Resource identified by Customer solely as a result of the Lumen Resource's response to a non-specific, general advertisement by Customer. "Lumen Resource" means an employee, consultant or contractor assigned by Lumen to perform the Services.

4. Additional Service Limitations and Disclaimers.

4.1 Disclaimer of Warranties. Lumen will not be liable for any damages incurred by Customer or third parties resulting from Customer's non-compliance with any standards which apply to Customer. Each party's total aggregate liability arising from or related to the Services will be limited to the total charges paid or payable under the SOW that gave rise to the claim, except that Customer remains liable for its obligations under the "Charges; Payment section" and any Customer-specific indemnification obligations. Customer's sole remedy for any dissatisfaction in the performance of any of the Services is the SLA, if applicable, or to terminate the relevant SOW. THE SERVICES, INCLUDING ANY DELIVERABLE AND ANY OPEN SOURCE SOFTWARE, ARE PROVIDED "AS IS" WITHOUT ANY WARRANTIES OF ANY KIND, WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, COMPLETENESS, COMPATIBILITY OF SOFTWARE OR EQUIPMENT, OR ANY RESULTS TO BE ACHIEVED THEREFROM. LUMEN MAKES NO WARRANTIES OR REPRESENTATIONS THAT (A) THE SERVICE OR ANY DELIVERABLE WILL BE FREE FROM LOSS OR LIABILITY ARISING OUT OF (I) HACKING OR SIMILAR MALICIOUS ACTIVITY, OR (II) ANY ACT OR OMISSION OF THE CUSTOMER; (B) ALL ERRORS CAN BE CORRECTED; (C) ALL RISKS, POTENTIAL SECURITY AND COMPLIANCE GAPS WILL BE ACCURATELY IDENTIFIED; OR (D) THAT THE SERVICES AND DELIVERABLES WILL BE UNINTERRUPTED, ERROR-FREE, ACCURATE, COMPLETE OR EFFECTIVE IN ACHIEVING CUSTOMER'S SECURITY AND COMPLIANCE RELATED OBJECTIVES.

4.2 Compliance and Security. Lumen has adopted and implemented, and will maintain, a corporate information security program designed to protect data transmitted or processed by Lumen from loss, misuse and unauthorized access or disclosure. Such program includes formal information security policies and procedures. The Lumen information security program is subject to reasonable changes by Lumen from time to time. Customer will ensure that all Customer data transmitted or processed via the Service complies with applicable law and reasonable information security practices, including those involving encryption.

4.3 Intellectual Property; Software.

4.3.1 Intellectual Property. Lumen's intellectual property and proprietary rights include any skills, know-how, modifications or other enhancements developed or acquired in the course of configuring, providing, or managing the Service. Each party agrees that it will not, directly or indirectly, reverse engineer, decompile, reproduce or otherwise attempt to derive source code, trade secrets, or other intellectual property from any information, material, or technology of the other party or its licensors. Except as expressly set forth below with respect to Document Deliverables, Customer Technology and Content, nothing in this Schedule or the performance of it conveys, or otherwise transfers any right, title, or interest in any intellectual property or other proprietary rights held by either party or its licensors.

4.3.2 Customer License to Document Deliverables. Upon receipt of full payment, Lumen grants to Customer an irrevocable, perpetual, non-exclusive, world-wide, right and limited license under Lumen's copyright rights to internally use, reproduce, distribute copies of and prepare derivative works of the Document Deliverables ("Deliverable License"); provided however, Customer will treat the Document Deliverables as "confidential" pursuant to the terms of the Agreement and any applicable confidentiality agreement(s) by and between Customer and Lumen unless otherwise agreed to by Lumen. For purposes of this Section, "Document Deliverables" will mean any reports or other documentation prepared by Lumen exclusively for Customer pursuant to an applicable SOW under this Service Schedule.

4.3.3 Software. Customer agrees that any third-party software including any corresponding documentation, provided to Customer by Lumen in connection with the Service will be used strictly in accordance with all applicable licensing terms and conditions. All rights in and to any such third-party software are reserved by and remain with the applicable third parties. Any software (including related documentation) that may be provided by Lumen or its third party licensors to Customer may only be used by Customer in connection with the Services. Customer acknowledges and agrees that it is solely responsible for ensuring its software and systems are current and supportable with respect to any such software. Lumen may require Customer to purchase vendor supported upgrades at an additional cost where needed for Lumen's continued provision of Services; Lumen may charge Customer for support or additional tasks incurred from Customers' continued use of an unsupported configuration. Customer's failure to do so may result in Lumen's inability to provide the Services and Lumen will have no liability in such events.

4.3.4 Third Party Software and Customer Technology. If Customer elects to use Customer provided and/or licensed software in connection with the Services or make such software available to its end users, Customer is solely responsible for (a) selecting, licensing, installing and maintaining any such software, including any related applications and systems; and (b) ensuring adherence to current technical documentation, all applicable licensing terms, requirements, and/or restrictions and all applicable laws with respect to such software Customer acknowledges that Customer's failure to perform any of the foregoing responsibilities (a)-(b) may result in Lumen's inability to provide the Services, in which case, Lumen will have no liability for failure to provide such Services. To the extent required by Lumen to provide the Services pursuant to an applicable SOW, Customer grants to Lumen a non-exclusive, non-transferable, royalty-free license to use Customer Technology and Content, and to sublicense Customer Technology and Content to Lumen subsidiaries and affiliates and any third parties providing all or part of the Service on behalf of Lumen. All right, title and interest in and to any Customer Technology and Content will remain solely with Customer, its affiliates and their licensors. "Customer Technology and Content" means

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the technology, content and other information of Customer and its licensors, including Customer's Internet operations design, software tools, hardware designs, algorithms, software (in source and object forms), user interface designs, architecture, class libraries, objects and documentation (both printed and electronic), know-how, trade secrets and any related intellectual property rights throughout the world.

4.3.5 Freedom of Action. Nothing in the Agreement will preclude Lumen from developing, marketing, and distributing any software or integration code or performing any services similar to the Services for itself or for any third party, provided that Lumen is in compliance with confidentiality obligations under the Agreement.

4.4 Confidentiality. In addition to the confidentiality terms contained in the Agreement, confidential information also includes Lumen Technology and Customer Technology and Content. Lumen Technology and all enhancements and improvements are the exclusive property and confidential information of Lumen. Customer Technology and Content and all enhancements and improvements are the exclusive property and confidential information of Customer. Confidential information will not include Customer data, the obligations for which are governed by the Compliance and Security section. "Lumen Technology" means the proprietary technology of Lumen and its licensors, including services, software (in source and object forms), software tools, hardware designs, algorithms,user interface designs, architecture, class libraries, report formats and the copyright in such reports (which such copyright excludes Customer data), objects and documentation (both printed and electronic), network designs, know-how, trade secrets and any related intellectual property rights throughout the world and also including any derivatives, improvements, enhancements or extensions of Lumen Technology conceived, reduced to practice, or developed during the term of the Agreement.

4.5 Miscellaneous. Customer will defend and indemnify Lumen, its affiliates, agents, and contractors against all third party claims for damages, liabilities, or expenses, including reasonable attorneys' fees, arising from the actions of Customer and its employees as related to the Services or Lumen Resources. Notices for disconnection of Service must be submitted to Lumen via Email at: BusinessDisconnects@Centurylink.com. Notices of non-renewal for Services must be sent via e-mail to: Lumen, Attn.: Lumen NoRenew, e-mail: Norenew@centurylink.com. Notices for billing inquiries/disputes or requests for Service Level credits must be submitted to Lumen via Customer's portal at https://www.centurylink.com/business/login/ or via Email at: Care.Inquiry@Centurylink.com. All other routine operational notices will be provided by Customer to its Lumen sales representative. In the event of a conflict between the terms of the Agreement, this Schedule, any SOW and any Change Request, the order of priority will be the SOW Change Request, the SOW, this Schedule, and then the Agreement. Notwithstanding anything to the contrary in the Agreement, Customer is prohibited from reselling Services provided pursuant to this Schedule or any SOW without the express written consent of Lumen and, if applicable, Lumen's subcontractor. To the extent the Services involve the ongoing storage of or routine access to PHI (as defined under the Health Insurance Portability and Accountability Act of 1996, as amended, "HIPAA"), or Lumen is otherwise acting as a Business Associate (pursuant to HIPAA), Lumen will agree to the terms in its then-current Business Associate Agreement upon Customer's request. Lumen and its affiliates or subcontractors may use and transfer to the United States, or other countries, data or information (including business contact information such as names, phone numbers, addresses and/or email addresses) for the sole purpose of: (i) providing and managing the Services; (ii) fulfilling obligations related to the Services under this Schedule and the Agreement; and (iii) complying with applicable law governing the Services.

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EXHIBIT A-10
MANAGED NETWORK SERVICE

1. General. This Service Schedule applies when Customer orders Managed Network Services (MNS) provided by Lumen. "Lumen" is defined for purposes of this Service Schedule as CenturyLink Communications, LLC d/b/a Lumen Technologies Group and its affiliated entities providing Services under this Service Schedule. Managed Network Service may be designated as Managed Customer Premise Equipment (CPE), CPE-Based Managed Service (CPE MS), Managed Virtual Private Network (VPN) Device, Managed Internet Device, Managed Device, Managed Router, or Managed IAD, in Orders, order acceptance, service delivery, billing (and related) documents. This Service Schedule is subject to the Master Service Agreement between Lumen and Customer or other service agreement under which Lumen or a Lumen affiliate provides services to Customer (the "Agreement"). Lumen may subcontract any or all of the work to be performed under this Service Schedule. Capitalized terms used but not defined in this Service Schedule will have the meaning set forth in the Agreement.

1.1 Additional General Terms. Customer will pay such invoices free of currency exchange costs or bank charges. Service charges are exclusive of taxes and presented without reduction for any Withholding Tax, all of which are the responsibility of the Customer. "Withholding Tax" means any amount or account of tax on sources of income which a payor is obliged to deduct from payments due to a recipient and account for or to any tax authority. In the event that any payment to be made to Lumen hereunder should be subject to reduction by reason of a Withholding Tax, Customer agrees to pay Lumen such amounts as would have been necessary so that the aggregate net amount received by Lumen after application of a Withholding Tax is the same amount as would have been received by Lumen if there had been no requirement to deduct or withhold such tax. For Services provided outside the United States, Customer or its local affiliate may be required to enter into a separate local country addendum/agreement (as approved by local authorities) ("LCA") with the respective Lumen affiliate that provides the local Service(s). Such Lumen affiliate will invoice Customer or its local affiliate for the respective local Service(s).

2. Services. MNS is a comprehensive solution where Lumen manages and maintains CPE (each, a "Managed Device") provided by Customer or Lumen associated with Internet access, Converged Services or MPLS-based data service.

2.1 CPE Related Terms. If the Customer chooses to provide its own CPE, Customer: (i) assigns full operational management responsibility for such equipment solely to Lumen; (ii) warrants and represents that the CPE is not in end of life (EOL) status with the manufacturer; and (iii) the CPE has a current and active equipment and software support agreement with the original equipment manufacturer. For Lumen provided CPE, the separate terms of the Customer Premise Equipment (CPE) Addendum apply and are incorporated by reference into this Service Schedule.

2.2 SNMP Read-Only Access and Netflow. Upon Customer's written request, Lumen will facilitate SNMP read-only access and/or Netflow to CPE managed by Lumen. Access to Managed Devices in this way will be access control list protected and restricted to a pre-determined list of Customer's network management system devices to be agreed by Customer and Lumen**.** Any failure to achieve the Service Levels relating to MNS will be excused and no credits or other remedies extended if such failure arises as a result of: (i) excessive polling of Managed Devices by Customer causing SNMP utilization on a Managed Device's processor to affect performance, (ii) failure by Customer to update Customer's network management system devices with known recommended security fixes, (iii) increased traffic or CPU utilization caused by NetFlow, or (iv) security breaches on Customer's own network.

2.3 Service Levels. MNS is subject to the Lumen Service Level Agreement as set forth in Exhibit B.

3. Customer Responsibilities.

3.1 Charges. Customer will be billed on a fixed rate basis for MNS, consisting of a non-recurring charge (NRC) for installation and a monthly recurring charge (MRC). Charges for certain Services are subject to (a) a property tax surcharge and (b) a cost recovery fee per month to reimburse Lumen for various governmental taxes and surcharges. Such charges are subject to change by Lumen and will be applied regardless of whether Customer has delivered a valid tax exemption certificate.

4. Chronic Problem Resolution. A Chronic Problem is defined as a continuing error, conflict, trouble report or similar issue that affects the ability to pass Customer traffic through the CPE. If Customer or Lumen determines that the Chronic Problem is the result of a recurring issue on the Customer side of the CPE, Customer will take all reasonable steps necessary to correct the issue including but not limited to (i) requesting Lumen proactively continue monitoring the relevant service (without taking additional action to address the immediate issue) until the Chronic Problem is resolved to Lumen's and the Customer's satisfaction; or (ii) requesting Lumen take any necessary action to prevent the alerts from being displayed (meaning Lumen will not respond to future instances of the defined Chronic Problem). If Customer has not resolved the Chronic Problem within 30 days, Lumen may continue to monitor the relevant service and charge the Customer a $200, or local currency equivalent, per alert response fee for as long as the Chronic Problem remains, or take any necessary action to prevent the monitoring alerts from being displayed. In all cases, isolating Chronic Problems may impact other elements of Service, and Lumen activities in respect of Chronic Problems may result in additional charges. Customer will not be entitled to any rebate or reduction of fees for the affected component. If the Chronic Problem is due to faulty Customer provided CPE, Customer will take such action to repair, remove from MNS coverage, or replace such faulty CPE.

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EXHIBIT A-10
MANAGED NETWORK SERVICE
Managed Network Services Pricing Schedule:

Speed	CPE/Pro Serv (includes install)	TMNS	NRC Charge
1-99 Mbps	$ 290.00	$79.76	$1,000.00
100-1000 Mbps	$ 300.00	$125.47	$1,000.00
1001+ Mbps	$ 570.00	$230.72	$1,000.00

TOTAL: CSN CORE Sites - Hdwr Lease + Management	
690 Kipling	
ASR9010	$5,528.42
ASR1006X	$7,996.58
ASR920	$570.00
C8500	$1,805.91
E-Fort	
ASR9010	$5,528.42
ASR1006X	$7,996.58
ASR920	$570.00
C8500	$1,805.91
Sherman	
ASR9010	$5,528.42
ASR1006X	$7,996.58
ASR920	$570.00
CO Springs - DOC	
ASR1K6R2-40G-SHAK9	$4,250.98
ASR920	$570.00
Jetway	
ASR1006X	$7,996.58
ASR920	$570.00
CORE Total	**$59,284.38**

Description of General Support Services:	State of CO Hourly Rate	Notes
Emergency Maintenance & Repair (8:00 am-5:00 pm MDT)	$150.00	1 hour Minimum Charge
Emergency Maintenance & Repair (5:01 am-7:59 pm MDT)	$225.00	3 hour Minimum Charge
Installation Technician*	$150.00	Project or Scope based labor
Onsite Maintenance and Repair Engineer**	$150.00	**

**** Hourly rate is based on defined, mutually agreed upon and scheduled scope of work.***
***** 1 hour Minimum Charge. Trip Charge - $75 within 50 mile radius of Lumen Tech service center. Hourly rate applied to portal to portal trip charge beyond 50 mile radius.***
******Hourly rate applies to 8:00 am- 5:00P pm MDT. Hourly rate for 5:01 pm - 7:59 am is $225 per hour with 3 hour minimum charge.***

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EXHIBIT A-11
WIRELESS BACKUP SERVICE ATTACHMENT

This CenturyLink QCC CenturyLink IQ® Wireless Backup Service ("WBS") Offer Attachment ("Attachment") is subject in all respects to the applicable Service Attachments, the Rental CPE Service Exhibit (if applicable) and the CenturyLink® Total Advantage®, CenturyLink® Loyal Advantage®, or CenturyLink Master Service Agreement ("Agreement") between Customer and CenturyLink. For new CenturyLink IQ Networking Internet Port Customers after April 1, 2019, the applicable Service Attachment is the CenturyLink Internet Services Service Schedule. For all other CenturyLink IQ Internet Port Customers, the applicable Service Attachment is the CenturyLink IQ Networking Service Exhibit. For new CenturyLink IQ Networking Private Port Customers after October 7, 2019, the applicable Service Attachment is the CenturyLink MPLS (IPVPN and VPLS) VPN Service Schedule. For all other CenturyLink IQ Networking Private Port Customers, the applicable Service Attachment is the CenturyLink IQ Networking Service Exhibit. Capitalized terms used but not defined in this Attachment are defined in the Agreement or Service Attachments.

1. Scope. WBS provides a temporary wireless backup solution through a wireless enabled device ("Wireless Device") and a wireless connection if a CenturyLink IQ Networking Internet or Private Port ("Port") is unable to transmit and receive data ("Port Interruption"). WBS is designed to automatically route Port traffic to the Wireless Device and wireless network during the Port Interruption. The Wireless Device can be CenturyLink Rental CPE or CenturyLink approved Customer provided equipment. CenturyLink provides WBS on a best efforts basis. CenturyLink does not make any commitment of levels of service, coverage, or class of service over the WBS service, and notwithstanding anything to the contrary in any Agreement with Customer, CenturyLink provides no indemnities or warranties on such WBS service.

2. Restrictions. WBS is subject to the availability, coverage, transmission, and service area limitations of the wireless provider's wireless network. The same features and functions available with a Port may not be available during a Port Interruption.

3. Term; Cancellation. The term of an individual WBS instance begins on the date CenturyLink notifies Customer that a WBS instance is ready for use and will continue until canceled by either party with 60 days' notice. A WBS instance must be terminated at the same time as the cancellation of the associated Port. CenturyLink may also modify rates or discontinue WBS upon expiration of the associated Port's Service Term. If a WBS instance is canceled by Customer for any reason other than for Cause or by CenturyLink for Cause before the end of the first 12 months of its term, Customer must pay CenturyLink a "Cancellation Charge" of $100 for each canceled WBS instance. If the parties mutually determine that, after testing, a WBS instance at an originally approved location cannot reach the wireless network, Customer may cancel that WBS instance without incurring a Cancellation Charge.

4. Data Plans. A "Data Plan" is a data allowance available for WBS usage for each monthly billing cycle. CenturyLink will bill Customer based on a pooled Data Plan unless Customer opts for a non-pooled Data Plan. Under a pooled Data Plan, the Data Plans within a Data Plan Group are combined into a larger pool of data and CenturyLink calculates the aggregate usage from each pool within the same Data Plan Group. WBS instances in Data Plan Group A cannot be pooled with WBS instances in Data Plan Group B. Each WBS instance's usage is measured and billed individually in a non-pooled Data Plan. If Customer's WBS usage exceeds the Data Plan during a monthly billing cycle, overage charges will apply. Overage charges are rounded up to the next MB or GB depending on the Data Plan Group and may not appear on Customer's invoice until up to two billing cycles after the month in which the overage occurred. Overages in a pooled Data Plan are billed as one overage charge for the pool.

5. Pricing. Customer will pay the applicable MRCs and NRCs as set forth in a valid signed CenturyLink issued quote, Order Form, or in the table below. The WBS charges are in addition to Port charges. If Customer elects to change plans pursuant to section 7 below, all data plan pricing is provided below.

5.1 WBS Bundle Pooled Data Plan.

Data Plan Group	Data Plan per WBS instance	WBS Bundle MRC (A WBS Bundle includes the applicable Data Plan, one Rental CPE Wireless Device (Cradlepoint ARC CBA850 with up to 10 configuration changes per Wireless Device per year), and maintenance)	Overage
A	50 MB	$44 per WBS instance	$1.15 per MB over the Data Plan (rounded up to the next MB)
	150 MB	$49 per WBS instance	
B	250 MB	$65 per WBS instance	$10 per GB over the Data Plan (rounded up to the next GB)
	1 GB	$80 per WBS instance	
	5 GB	$95 per WBS instance	
	10 GB	$115 per WBS instance	

5.2 MRC Credits. CenturyLink will apply the following MRC credits if Customer opts out of the WBS Bundle option or the Pooled Data Plan. The credit is based on the above WBS Bundle MRC.

Description	MRC Credit

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WBS Only (WBS Only includes the Data Plan only)	CenturyLink will apply a $20 credit per applicable WBS instance
Non-Pooled Data Plan (can apply to either WBS Bundle or WBS Only) WBSNOPOOL	CenturyLink will apply a $5 credit per applicable WBS instance

6. Terms and Conditions.

6.1 No Wireless Carrier Relationship. CUSTOMER EXPRESSLY UNDERSTANDS AND AGREES THAT IT HAS NO CONTRACTUAL RELATIONSHIP WHATSOEVER WITH THE UNDERLYING WIRELESS SERVICE PROVIDER OR ITS AFFILIATES OR CONTRACTORS AND THAT CUSTOMER IS NOT A THIRD PARTY BENEFICIARY OF ANY AGREEMENT BETWEEN CENTURYLINK AND THE UNDERLYING CARRIER. IN ADDITION, CUSTOMER ACKNOWLEDGES AND AGREES THAT THE UNDERLYING CARRIER AND ITS AFFILIATES AND CONTRACTORS SHALL HAVE NO LEGAL, EQUITABLE, OR OTHER LIABILITY OF ANY KIND TO CUSTOMER AND CUSTOMER HEREBY WAIVES ANY AND ALL CLAIMS OR DEMANDS THEREFOR.

6.2 Use. CenturyLink may suspend or terminate existing WBS instances or deny activation to new WBS instances if Customer uses WBS or Wireless Devices: (a) in an illegal or unauthorized manner (including "spamming" or other abusive messaging); (b) in a manner prohibited by the applicable plan, option, feature or application; or (c) in a manner that has an adverse impact on the network used, operations or customers. Customer will not use WBS for remote medical monitoring.

7. Moves, Changes. Customer can move a WBS instance to another location or change Data Plans subject to conditions. The new location must qualify for WBS. If Customer increases the Data Plan or switches from a non-pooled Data Plan to a pooled Data Plan, the charges and data allowance for the new Data Plan will take effect during the current billing cycle. If Customer decreases the Data Plan or switches from a pooled Data Plan to a non-pooled Data Plan, the charges and data allowance for the new Data Plan will take effect the following billing cycle.

8. Wireless Devices.

8.1 Rental CPE. The CenturyLink provided Wireless Device identified above is provided as Rental CPE and is subject to the Rental CPE Service Exhibit. CenturyLink may use a repackaged Wireless Device or substitute the Wireless Device with another Wireless Device. The Cradlepoint Wireless Device includes 8x5 NBD maintenance using ProMET® Remote Standard with up to 10 Rental CPE configuration changes per year. Maintenance is provided as described in the applicable Detailed Description. If Customer requests password access for the Wireless Device and CenturyLink grants such access then (a) Customer shall waive any claim against CenturyLink or the manufacturer for maintenance, configuration support, repair, loss, or damage to the Wireless Device, if a problem is caused by such action, (b) CenturyLink may refuse providing any CPE configuration assistance or any such assistance provided will be at CenturyLink's then current time and material rates.

8.2 Wireless Device Purchase. If Customer pays for the CenturyLink provided Wireless Device for 36 months or more, Customer may purchase that Wireless Device at its fair market value. If Customer intends to purchase a Wireless Device, Customer must notify CenturyLink of such intention at least 60 days in advance. Customer will purchase the Wireless Device on an "as-is" basis, with no representations or warranties of any kind, including no warranties of merchantability or fitness for a particular purpose or representation that any software license associated with the CenturyLink provided CPE is transferrable to Customer. Title and responsibility of the applicable Wireless Device will immediately transfer to Customer upon CenturyLink's receipt of payment. Once Customer assumes title of the Wireless Device, CenturyLink will no longer provide maintenance support or any configuration changes. Customer is responsible for purchasing or providing any separate maintenance and any software licenses for all purchased Wireless Devices. Customer is also responsible for proper disposal of all purchased Wireless Devices and hereby releases CenturyLink from all and any liability relating in any way to a purchased Wireless Device.

8.3 Customer Provided Wireless Devices. A Customer provided Wireless Device must be private network certified and approved by CenturyLink before ordering WBS.

9. Optional Cradlepoint Wireless Antenna. Customer may also order an optional Cradlepoint Wireless Antenna ("Antenna") to enhance the signal strength of the Cradlepoint Wireless Device. Customer may not order an Antenna if Customer is providing their own Wireless Device. Customer will pay an additional MRC for the Antenna as identified in the table below. The Antenna will be delivered to Customer's location as identified, in writing, by Customer. Delivery will be made either by F.O.B. origin, freight paid by Customer, or personal delivery by CenturyLink. A CenturyLink technician will extend the Antenna cabling, shipped with the Antenna, to Customer's Cradlepoint router, assuming that it is within the distance of the two provided cables (15' each), is in the same equipment room, and does not require special tools or ladders to do so ("Basic Installation"). Basic Installation is included. If CenturyLink determines additional installation work is required, CenturyLink will quote the charges in advance, obtain Customer's approval, and invoice the charges within 60 days ("Installation NRC"). Customer has no rights or interest to the Antenna other than as provided herein and will hold the Antenna subject and subordinate to the rights of CenturyLink. Customer will: (a) at its own expense, keep the Antenna free and clear of any claims, liens, and encumbrances of any kind; and (b) make no alterations or affix any additions or attachments to the Antenna, except as approved by CenturyLink in writing. Customer will not remove, alter or destroy any labels on the Antenna and will allow CenturyLink the inspection of the Antenna at any time. As between CenturyLink and Customer, Customer will bear the entire risk

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of loss, theft, casualty, destruction or damage to the Antenna following delivery from any cause whatsoever (collectively, "Loss"), until returned to CenturyLink. Customer will indemnify, defend and hold harmless CenturyLink, its affiliates, and contractors for any such Loss. Customer agrees to advise CenturyLink in writing within five business days of any such Loss. In no event will such Loss relieve Customer of the obligation to pay CenturyLink any amounts due hereunder.

9.1 Antenna Term; Cancellation. The Antenna order requires a minimum service term of 12 months. The Antenna service term will begin on the date that the Antenna is installed and will continue until canceled by either party with 60 days' notice. If Customer cancels the Antenna service prior to the expiration of the service term for reasons other than cause, Customer will pay to CenturyLink an early cancellation charge of 100% of the balance of MRCs that otherwise would have become due for the unexpired portion of the Antenna service term. At the end of the Antenna service term, Customer must return the Antenna to CenturyLink within 15 days of termination. CenturyLink will provide Customer with return instructions. Customer will deliver the Antenna to CenturyLink in the same condition it was on the Service Commencement Date, normal wear and tear excepted, and give CenturyLink written notice of such return. If the Antenna is not returned within 15 calendar days of termination, Customer will become owner of and bear all responsibility for the terminated or replaced Antenna and CenturyLink may invoice Customer the then-current value of the Antenna ("Replacement Cost"). If Customer cancels WBS, the Antenna service will also be deemed cancelled, and the Antenna cancellation provisions will apply appropriately.

9.2 Antenna Replacement. CenturyLink will not provide maintenance related to the Antenna. If the Antenna is replaced due to loss or damage (for example, damage from accident, misuse or abuse), Customer will pay the Replacement Cost for the Antenna, and (b) a one-time charge to cover CenturyLink's cost to ship the new Antenna. The terms and conditions in this Offer Attachment will continue to apply.

9.3 Insurance. Customer will, provide and maintain, at Customer's own expense, at all times following delivery of the Antenna, the following insurance: (a) "All-Risk" property insurance covering the Antenna for the full replacement value, naming CenturyLink or a third party provider designated by CenturyLink as a loss payee; and (b) commercial general liability insurance with limits of not less than $1,000,000 per occurrence and aggregate and naming CenturyLink as an additional insured, unless such insurance is required elsewhere in this Agreement at higher limits. Such insurance will be placed with insurers who have a minimum "Best's" rating of A- VII (A- 7). Upon request, Customer will deliver to CenturyLink insurance certificates evidencing such insurance.

9.4 Optional Additional Cradlepoint Antenna MRC.

Description	MRC
Cradlepoint Antenna and Installation1	$40 per instance

[1] Basic Installation is included in the Antenna MRC. Any installation procedures other than basic installation will be subject to an additional one-time Installation NRC.

10. Thirty Day Trial. Customer may, upon five days prior written notice, cancel all WBS instances, including any additional Antennas, within 30 days after the installation of the first WBS instance without incurring WBS or Antenna Cancellation Charges. If Customer cancels WBS under this provision, Customer must pay any NRCs and the MRCs accrued up to the date of termination. If Customer does not provide such notice, WBS will remain in effect and will be subject to the Cancellation Charges specified in this Attachment.

11. Miscellaneous. All other terms not specifically set forth in this Attachment, including without limitation, any other rate elements, are as stated in the Agreement and Service Exhibits and will remain in effect. If there is a conflict between any of the following documents, the order of control is: this Attachment, the Service Exhibits, the Agreement, and any CenturyLink-accepted Order Form. This Attachment, the Service Exhibits, and the Agreement set forth the entire understanding between the parties as to the subject matter herein and supersede any prior written or verbal statements, representations, and agreements concerning the subject matter hereof.

12. Other Terms.

12.1 General. Any references to a Revenue Commitment or Contributory Charges will not apply to this Offer Attachment.

12.2. Cancellation and Termination Charges. This section replaces Section 4.6, the Cancellation and Termination Charges set forth in the Agreement:

> **Termination.** Either party may terminate a specified Service: (a) as set forth above with 60 days' prior written notice to the other party, or (b) for Cause. Customer may cancel an Order (or portion thereof) for Service prior to the delivery of a Connection Notice upon written notice to CenturyLink identifying the affected Order and Service. If Customer does so, Customer will pay CenturyLink the termination charges set forth above, in addition to any and all charges that are accrued but unpaid as of the termination date. If the Agreement is terminated by Customer for any reason other than for Cause, or by CenturyLink for Cause prior to the conclusion of the Term, all Services are deemed terminated, and Customer will pay the termination charges set forth above, in addition to any and all charges that are accrued but unpaid as of the termination date.

12.3 Installation, Maintenance and Repair. The following are supplemental terms to the Scheduled Maintenance and Local Access section of the Agreement: (a) Provision of Services is subject to availability of adequate capacity and CenturyLink's acceptance of a

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complete Order Form and (b) Customer is responsible for any facility or equipment repairs on Customer's side of the demarcation point. Customer may request a technician dispatch for Service problems. Before dispatching a technician, CenturyLink will notify Customer of the dispatch fee. CenturyLink will assess a dispatch fee if it determines the problem is on Customer's side of the demarcation point or was not caused by CenturyLink's facilities or equipment on CenturyLink's side of the demarcation point. "Order Form" includes both order request forms and quotes issued by CenturyLink. If a CenturyLink service requires a quote to validate the Order Form pricing, the quote will take precedence over the order request form, but not over the Service Exhibit.

12.4 Service Notices. Notices for disconnection of Service must be submitted to CenturyLink via Email at: BusinessDisconnects@Centurylink.com. Notices of non-renewal for Services must be sent via e-mail to: CenturyLink, Attn.: CenturyLink NoRenew, e-mail: Norenew@centurylink.com. Notices for billing inquiries/disputes or requests for Service Level credits must be submitted to CenturyLink via Customer's portal at https://www.centurylink.com/business/login/ or via Email at: Care.Inquiry@Centurylink.com. All other routine operational notices will be provided by Customer to its CenturyLink sales representative.

12.5 CPNI. CenturyLink is required by law to treat CPNI confidentially. Customer agrees that CenturyLink may share CPNI within its business operations (e.g., wireless, local, long distance, and broadband services divisions), and with businesses acting on CenturyLink's behalf, to determine if Customer could benefit from the wide variety of CenturyLink products and services, and in its marketing and sales activities. Customer may withdraw its authorization at any time by informing CenturyLink in writing. Customer's decision regarding CenturyLink's use of CPNI will not affect the quality of service CenturyLink provides Customer. "CPNI" means Customer Proprietary Network Information, which includes confidential account, usage, and billing-related information about the quantity, technical configuration, type, destination, location, and amount of use of a customer's telecommunications services. CPNI reflects the telecommunications products, services, and features that a customer subscribes to and the usage of such services, including call detail information appearing in a bill. CPNI does not include a customer's name, address, or telephone number.

12.6 Conflicts. If a conflict exists among the provisions of the Service Attachments, the order of priority will be as follows: this Offer Attachment, the Service Attachments, the general terms of the Agreement, SLA, SOW (if any) and Order Form, as applicable, and then any other documents attached or expressly incorporated into the Agreement. If a conflict exists among the provisions of the Service Attachments, the order of priority will be as follows: the Service Attachments, and then the Agreement.

12.7 Fees. Charges for certain Services are subject to (a) a property tax surcharge of 4.75% and (b) a cost recovery fee of 5.1% per month to reimburse CenturyLink for various governmental taxes and surcharges. Such charges are subject to change by CenturyLink and will be applied regardless of whether Customer has delivered a valid tax exemption certificate.

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EXHIBIT A-12
TELECOMMUNICATIONS SERVICE PRIORITY SERVICE EXHIBIT

1. General. CenturyLink QCC will provide Telecommunications Service Priority ("Service" or "TSP") for National Security/Emergency Preparedness ("NS/EP") pursuant to the terms and conditions of the Agreement and this Service Exhibit.

2. Service.

2.1 Description. Customer can assign a 12-digit alphanumeric code issued by the Office of Priority Telecommunications ("OPT") with the TSP control identifier ("TSP Authorization Code") to its interstate telecommunications services that are used to maintain a state of readiness or to respond to and manage any event or crisis as set forth in 47 CFR Part 64, Appendix A ("NS/EP Telecommunications Services"). The TSP Authorization Code provides TSP priority levels that identify the provisioning and restoration priority-level assignment for a particular circuit. Telecommunications Service Priority allows CenturyLink to provision and restore Customer's NS/EP Telecommunications Services with TSP Authorization Codes before services without such assignments as set forth in 47 CFR part 64, Appendix A. TSP Service is available on CenturyLink services that have a unique and identifiable circuit identification number. The Service is only provided per-circuit on an end-to-end basis where the entire circuit is provided by CenturyLink (whether on its network or through leased facilities) so that the entire circuit is included in the TSP designation. The underlying NS/EP Telecommunications Service is offered pursuant to the terms and conditions of the Agreement, Service Exhibit, and/or Services Schedule applicable to the service and separate rates. TSP service is only available to federal, state, and local government users and certain private sector organizations that have services that support an NS/EP function and is applied only to interstate telecommunications services, as defined by Federal Communications Commission regulations.

2.2 Ordering. CenturyLink will provide the Service in accordance with 47 CFR Part 64, Appendix A and if: (a) Customer provides CenturyLink with a valid TSP Authorization code issued by the OPT for each circuit, via an Order Form; and (b) the Order Form is accepted by CenturyLink. CenturyLink will not accept TSP assignments or orders without an assigned TSP Authorization Code. TSP restoration priorities must be requested and assigned via an Order Form before a service outage occurs in order to have priority restoration. .

3. Term; Cancellation. The Service will become effective upon CenturyLink's acceptance of an order form and will terminate upon Customer's written notice of termination to CenturyLink or OPT's revocation of the TSP Authorization Code. Service will automatically expire should Customer terminate the circuit. In the event Customer cancels Service, Customer will pay for the Service provided through the effective date of the cancellation.

4. Charges. "Pricing Attachment" means the attached document containing Service rates, which is incorporated by reference and made a part of this Service Exhibit. Customer will pay all applicable MRCs and NRCs as set forth in the Pricing Attachment or Order Form. The rates will be used to calculate Contributory Charges. CenturyLink reserves the right to modify rates with 30 days written notice to Customer.

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EXHIBIT A-12
TELECOMMUNICATIONS SERVICE PRIORITY SERVICE EXHIBIT
PRICING ATTACHMENT

TSP Service	Charge Type	Amount
TSP Provisioning installation and/or Restoration priority (excludes coordination of Leased Access) per circuit	NRC	$400
TSP Provisioning installation and/or Restoration priority for Leased Access, per Local Access circuit	NRC	$128
TSP Priority Level Change	NRC	$50
TSP Administration and Maintenance	MRC	$20

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EXHIBIT A-13
DYNAMIC CONNECTIONS SERVICE EXHIBIT

1. General. This Service Schedule is applicable where Customer orders Dynamic Connections - Ethernet service ("Service"). "Lumen" is defined for purposes of this Service Schedule as CenturyLink Communications, LLC d/b/a Lumen Technologies Group and its affiliated entities. This Service Schedule incorporates the terms of the Master Service Agreement or other service agreement under which Lumen provides services to Customer and if none, Lumen's standard Master Service Agreement (the "Agreement"). Lumen may subcontract any or all of the work to be performed under this Service Schedule. All capitalized terms that are used but not defined in this Service Schedule are defined in the Agreement or Order.

1.1 Additional General Terms. Customer will pay such invoices free of currency exchange costs or bank charges. Service charges are exclusive of taxes and presented without reduction for any Withholding Tax, all of which are the responsibility of the Customer. "Withholding Tax" means any amount or account of tax on sources of income which a payor is obliged to deduct from payments due to a recipient and account for or to any tax authority. In the event that any payment to be made to Lumen hereunder should be subject to reduction by reason of a Withholding Tax, Customer agrees to pay Lumen such amounts as would have been necessary so that the aggregate net amount received by Lumen after application of a Withholding Tax is the same amount as would have been received by Lumen if there had been no requirement to deduct or withhold such tax. For Services provided outside the United States, Customer or its local affiliate may be required to enter into a separate local country addendum/agreement (as approved by local authorities) ("LCA") with the respective Lumen affiliate that provides the local Service(s). Such Lumen affiliate will invoice Customer or its local affiliate for the respective local Service(s).

2. Services.

2.1 Service is a point-to-point Ethernet Virtual Connection ("EVC") that may be added and deleted by Customer in near real time via the Portal. Service is offered between two IEEE compliant User Network Interfaces (each a "UNI"). The UNI on each end of a Service may be a Dedicated Port or a Hosted Port that is located at a Customer location or at the premises of, and/or controlled by, a specific Provider. The UNIs are not part of the Service but are required for the Service to function. Service is provided between the Demarcation Points on each end of the Service. Lumen will notifiy Customer of acceptance of a request to add a Service by delivering the Service. The Service does not have a Service Term and cancellation charges and termination charges are not applicable to the Service.

2.2 Service is available in various bandwidths. Service is subject to availability and available configuration options for the Service may vary as directed by the applicable Provider(s).

2.3 When the Hosted Port or Dedicated Port serving any Service is located at the premises of, and/or is controlled by a Provider, then Customer is solely responsible for obtaining from the Provider, delivering to Lumen, and maintaining any necessary letters of authorization or permissions to connect the Service to the Hosted Port or Dedicated Port and the Provider's services. Customer consents and directs Lumen to disclose to the Provider certain information about the Service to the extent reasonably necessary to provide such Service, including, Customer's name, type, and location of interconnection, technical information required to configure the interconnections, utilization rate of the Service, as well as information concerning outages, maintenance, and operational status of the Service. Lumen is not responsible for the technical interoperation of the Provider's services with the Hosted Port or Dedicated Port. Lumen may terminate the Service(s) without liability if Lumen loses the ability to continue logical or physical connection to the Provider as directed by the Provider.

2.4 Customer will separately contract with Provider for its access to the Provider. Customer's contractual relationship with the Provider is completely independent from Customer's contractual relationship with Lumen. Lumen is not a representative or agent of Provider, nor is Lumen responsible for Provider's performance of its obligations to Customer, or for Provider's acts or omissions. Lumen is not responsible to maintain, bill, or pay for any service provided to Customer by the Provider. Similarly, Provider is not responsible to maintain or pay for the Dynamic Connections Service.

2.5 Lumen may, in its reasonable discretion and without liability: (i) delay or cancel an addition of, or change to Service(s) by Customer if the Provider is unable to timely accommodate the addition or change, and/or (ii) modify or terminate the affected Service if the Provider modifies or terminates its arrangement with Lumen in a manner which interferes with Lumen's ability to provide the Service(s) or to do so at the existing price. Lumen may terminate Customer's Service upon reasonable notice if Lumen exercises a right to terminate the Provider's service for any reason. Lumen will inform Customer as soon as commercially practicable if this occurs. Customer's sole and exclusive remedy under this provision is to delete the impacted Service(s).

2.6 Customer is subject to the then current: (i) available bandwidths, (ii) rates, (iii) charges, and (iv) Dynamic Connections Portal - Terms and Conditions for the Service, each of which may be updated from time to time, that are provided in the Portal that is located at the Web address Lumen provides to Customer, regardless of whether Customer is utilizing the Dynamic Connections Portal or the API/UI Service as the Portal in connection with the Service.

2.7. Service Requests.

2.7.1 To acquire the capability to access the Service, Customer must place an Order. If Lumen accepts Customer's Order, Customer will be provided direction on how to access and use the Service. Customer must identify representatives that are authorized to make requests for Service and Lumen will provide a Customer-specific user identification ("User ID") and password ("Password") to Customer's representatives. Customer is responsible for maintaining the confidentiality and security of its User IDs and Passwords.

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Customer is responsible for all requests for the addition or deletion of Service(s) (including fraudulent requests) resulting from Customer's User IDs and Passwords. Customer must notify Lumen to suspend any Password or User ID that has been compromised. Any information provided by Lumen though the Portal is deemed "Confidential" and Customer may not disclose such information to third parties.

2.7.2 The Hosted Port or Dedicated Port that will be located on each end of a Service must be pre-qualified by Lumen before the associated Service can be added by Customer. Customer determines the bandwidth and duration of its Service(s) by adding and deleting Service(s) in the Portal in near real time. Customer is responsible for all charges resulting from Customer's addition of Service(s) until such time as (a) Customer deletes the respective Service(s); or (b) Lumen deletes respective Service(s) in response to notification from Customer's cloud Provider that Customer's end point with the cloud Provider associated with the Service is permanently inoperable and cannot be repaired. Customer agrees that Lumen has the right to delete a Service where the end point with the cloud Provider is in a permanently inoperable state as described in the preceding subsection (b), but Lumen is under no obligation to do so. If Customer decides to terminate the overall Dynamic Connections Service capabilities including Customer's ability to add and delete Services in the future ("Service Termination"), then Customer must delete all existing Services (individual Dynamic Connections Services) that are in place before requesting Service Termination.

2.8 Service Levels. This Service is subject to the Lumen Service Level Agreement as set for in Exhibit B, attached hereto.

3. Customer Responsibilities.

3.1 Charges and Commencement of Billing. Customer will be billed and will pay the applicable NRC and MRC for Service. A Service is provided at a monthly rate or at an hourly rate. Hourly charges will be rounded up to the next hour, billed in arrears, and appear on the invoice as an NRC. For Services added at a monthly rate the first bill cycle will be billed as an NRC in arrears and subsequent bill cycles will be billed as MRC in advance with pro-ration occurring at both the beginning and end of the connection rounded up to the nearest full day. Billing for any Service will commence when the Service connection is activated.

3.2. Data and Information.

3.2.1 Notification to Authorized Users. Customer acknowledges that, by virtue of providing the Service, Lumen, may need to process personal data of Customer's employees and users of the Service. Customer is the data controller of such personal data, and Lumen is the data processor. Customer is solely responsible for ensuring the lawful basis of such processing, and for notifying any employee or individual that it permits to use the Service on Customer's behalf (an "Authorized User") that it has provided such Authorized User's personal data to Lumen for the purposes of allowing Lumen to provide the Service and that the Authorized User's use of the Service may be monitored, screened and/or logged by Customer or Lumen on Customer's behalf.

3.2.2 Indemnification. Customer will indemnify Lumen and its affiliates (and/or agents, respectively) against any claims of third parties arising out of Customer not acting in accordance with Section 3.2 and for any violations of applicable laws in connection with its use of the Service.

3.2.3 If Customer and Lumen have entered into a data processing agreement where Lumen processes personal data on behalf of Customer, the Service will be included within the scope of that data protection agreement and, if required, the parties will amend such data processing agreement necessary to comply with applicable law. If Customer and Lumen have not entered into a data processing agreement applicable to the Services, the following terms will apply:

(a) Cross-Border Transfers. Customer acknowledges and consents to Lumen's and its affiliates' or subcontractors' use and transfer to the United States, or other countries, data or information (including business contact information such as names, phone numbers, addresses, and/or email addresses) of Customer for the sole purpose of: (i) providing and managing the Service; (ii) fulfilling its obligations under the Agreement; and (iii) complying with applicable laws. Customer represents and warrants that it will ensure that all information provided to Lumen is accurate at all times and will provide any required notifications to Authorized Users about the potential transfer of information to the United States and other countries. To the extent legally required, Customer and Lumen will enter into separate written agreements required to facilitate necessary cross-border transfers. Customer will be responsible for notifying Lumen whether such written agreements are required.

(b) Personal Data Processing. Customer acknowledges that, by virtue of providing the Service, Lumen, its affiliates, vendors and/or agents may come into possession of, by way of example and not limitation, usage, billing, or other data containing personal and/or private information of Customer, its employees and Authorized Users. Customer is the "data controller" and Lumen will be acting as a "data processor" (such terms defined under applicable law). Customer acknowledges that any processing of such information by Lumen, its affiliates, vendors or contractors occurs exclusively at the direction and discretion of Customer, such direction and discretion exercised by acceptance of these terms. Customer further acknowledges and agrees that such possession is ancillary and not a primary purpose of the Service. Customer further represents and warrants that it has obtained and will obtain all legally required consents and permissions from relevant parties (including Authorized Users) for the use, processing and transfer of the information described in this Service Schedule. To the extent legally required, Customer and Lumen will enter into separate written agreements required to comply with laws governing the relationship between a data controller and data processor with respect to the processing of personal data. Customer will be responsible for notifying Lumen whether such written agreements are required.

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4. Definitions. The following terms are defined for the purposes of this Service Schedule:

"Billing Cycle Charges" or "BCC" means the total Service charges (not including taxes, fees and surcharges) in a billing cycle.

Class of Service (CoS) – Option for increased prioritization per EVC/OVC on the Lumen network. Single-CoS is available as Basic, Enhanced, or Premium/Dedicated, where Lumen marks all Customer traffic on an EVC/OVC. Multi-CoS is available as Low, Medium, or High, where Customer dynamically marks Customer traffic for prioritization.

"Dedicated Port" means a dedicated port/access serving a single enterprise/tenant and its EVCs. A Dedicated Port may also be designated as a "UNI" or "M-UNI" (Multiplexed User Network Interface) in customer orders, order acceptance, service delivery, and billing (and related) documents.

"Demarcation Point" means the Lumen-designated physical interface located at the Provider's or Customer's premises for the Hosted or Dedicated Port.

"Excused Activation Failure" means any Service activation failure attributable to the Provider or attributable to Customer providing incorrect or incomplete information with the activation request.

"Excused Outage" means scheduled maintenance, force majeure events, and any outages or degradation in Service(s) attributable to the Provider or attributable to issues beyond the Demarcation Point.

"Hosted Port" means a hosted (shared) port or UNI serving multiple enterprises/tenants and their EVCs. A Hosted Port may also be designated as an "eLynk Interface" or "NNI" in customer orders, order acceptance, service delivery, and billing (and related) documents.

"MRC" means monthly recurring charge.

"NRC" means non-recurring charge.

"Portal" means the portal located at the Web address Lumen provides to Customer. "Portal" may also mean Application Programing Interface/User Interface service ("API/UI Service") when Customer is utilizing API/UI Service in connection with the Service and Customer and Lumen have seperately contracted for Customer's use of API/UI Service in connection with the Service.

"Provider" means cloud provider, data center provider, and/or colocation provider.

"Unavailable" or "Unavailability" means Service downtime.

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EXHIBIT A-14
LUMEN MPLS (IPVPN AND VPLS) VPN SERVICE
SERVICE SCHEDULE

1. General. This Service Schedule forms part of the Master Service Agreement between Lumen and Customer ("Agreement") and is applicable only where Customer orders Lumen MPLS (IPVPN and VPLS) VPN Service (which may also be called IP VPN, IPVPN, IPVPN Port, Private Port, IQ Networking Private Port, MPLS/IP VPN, MPLS/IP VPN Port, VPN, NBIPVPN (Network Based IP VPN), Converged Services, Virtual Private Network, or IP Solutions Private Port on ordering, pricing, invoicing, or other documentation). Capitalized terms used but not defined herein have the definitions given to them in the Agreement. Customer expressly agrees that Lumen may use affiliates or third party suppliers to provide MPLS VPN Service, provided that Lumen remains responsible to Customer hereunder.

1.1 Additional General Terms. All invoices will be issued to Customer and paid in the currency specified in the Order or pricing attachment. Customer will pay such invoices free of currency exchange costs or bank charges. Service charges are exclusive of taxes and presented without reduction for any Withholding Tax, all of which are the responsibility of the Customer. "Withholding Tax" means any amount or account of tax on sources of income which a payor is obliged to deduct from payments due to a recipient and account for or to any tax authority. In the event that any payment to be made to Lumen hereunder should be subject to reduction by reason of a Withholding Tax, Customer agrees to pay Lumen such amounts as would have been necessary so that the aggregate net amount received by Lumen after application of a Withholding Tax is the same amount as would have been received by Lumen if there had been no requirement to deduct or withhold such tax.

2. Services.

2.1 Service Description. MPLS VPN Service includes two (2) virtual private network ("VPN") services, IPVPN and VPLS, providing private site-to-site communications over Lumen's MPLS network. IPVPN utilizes Internet Protocol; VPLS is provided using Ethernet. Customer must purchase at least 2 ports to set up private site-to-site connections. The Service is connected to each site, including additional sites designated by Customer (together "Customer Sites") through the Customer port at either a circuit location address or a Lumen Point of Presence (PoP) as specified in the Order. Customer Sites will be connected to a port at one or more Lumen MPLS Network PoPs at a fixed data transmission rate. Standard network management web tools are also provided in conjunction with the MPLS VPN Services. The VPLS offer of Enterprise Switched Native LAN ("SNLAN") allows multiple Customer locations to interconnect within a single Lumen-defined metro area network ("MAN"). The VPLS offer of Extended Native LAN ("ENLAN") allows Customer to connect multiple SNLAN networks between MANs.

2.2. Additional Features.

Additional features and functionality may include:

a. Enhanced Reporting. Lumen offers enhanced reporting features including Performance Assurance, Enhanced Management, and End to End Statistics (collectively these are referred to herein as "Enhanced Reporting"). Customer may subscribe to Performance Assurance and End to End Statistics for an additional charge. If available at Customer's location, Enhanced Management will be included with Customer's MPLS VPN Service at no additional charge. Customer may request information regarding the availability of Enhanced Management at any particular location. Where available, these features provide end-to-end reporting and SLA's for the following statistics: data delivery, latency and jitter that can be accessed by Customer via the Lumen provided customer portal.

b. Class of Service (CoS). Customer may purchase CoS where available providing the ability to prioritize certain identifiable traffic flows between MPLS network ports. Customer is solely responsible for the selection of classes of service as stated in the Order. If a Service Order references Premium Plus/Premium CIR (or PIR), the stated bandwidth is included in, and not in addition to, the Committed Information Rate or Peak Information Rate.

c. Smart Demarcation. In certain locations, where available, for VPN and VPLS services with Ethernet access in the domestic U.S. and VPLS services with Ethernet access outside of the U.S., Lumen provides 'Smart Demarcation' which is the supply and installation of a Smart Demarcation device (also referred to as a Network Interface Device or "NID") used for Ethernet connectivity fault management for up to 1Gbps port speeds at Customer Sites.

2.3. Additional Services.

The following services may be available at an additional charge to be set forth in an Order and pursuant to the separate Service Schedule for such services:

a. Lumen Internet Services. As part of a Converged Service, Customer may order Internet Services which are high speed symmetrical Internet services providing access to the Lumen IP Network and the global internet.

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b. Lumen Enterprise Voice SIP Based Services. As part of a Converged Service, Customer may order SIP based enterprise voice for Public Switched Telephone Network connectivity, outbound (1+) access to U.S. (interstate and intrastate) and international locations, inbound (8XX) service, and international toll free calling.

c. Application Performance Management. As an optional service feature for IPVPN, where available Customer may subscribe to Application Performance Management ("APM") which provides near real-time information for live monitoring and historical data for analysis and reporting on all network traffic end-to-end, including advanced statistics on latency, jitter and packet loss, as well as general utilization by way of an inline Analysis Service Element ("ASE").

d. Managed Network Services. As an additional Service offering, where available Customer may order Lumen Managed Network Services ("MNS") in which Customer premises equipment ("CPE") is provided by either the Customer or Lumen, but in all cases is managed and maintained by Lumen. MNS may include, but is not limited to, Routers, IADs, SBCs, and firewalls.

e. Secure Access. As an additional Service offering, where available Customer may order Secure Access Site and Secure Access Cellular.

f. Managed Security Services. As an additional Service offering, if available Customer may order certain managed security services ("MSS") which may be available on a cloud-based (MSS-Cloud) solution. The MSS Cloud solution may also be referenced as a Secure Internet Access Firewall or SIA Firewall when ordered in conjunction with Lumen MPLS Service.

2.4. On-Net and Off-net Access. Access services provided entirely on the Lumen owned and operated network ("Network") are "On-Net Access Services". Additionally, Lumen may use third parties to reach Customer's site from the Lumen Network ("Off-Net Access Services"). Local Access may be provisioned utilizing one of the following service technologies: special access, ethernet local access, or wavelength local access.

2.5 Service Levels. MPLS VPN Service is subject to the Lumen Service Level Agreement available at http://www.lumen.com/service-guides and subject to change. If Lumen changes the Lumen Service Level Agreement and the change is material and detrimental, Customer may request and receive the last version of the Service Level Agreement in effect before the change.

3. Customer Responsibilities.

3.1 Charges. Customer shall be billed non-recurring charges ("NRC") and monthly recurring charges ("MRC") for MPLS VPN Services as set forth in the Order or pricing attachment. NRC includes applicable installation charges for local-access circuit and each port. MRC includes local-access charges, port connection charges and bandwidth charges. Bandwidth may be identified on an Order or pricing attachment as Bandwidth, Commit, Committed Information Rate (or CIR), or Peak Information Rate (or PIR). Other charges, including but not limited to usage based charges, may apply as stated in the Order or pricing attachment. Where Customer orders MPLS VPN Services bundled with either Lumen Internet Services or Level 3 Enterprise Voice SIP Based Services (either combination is referred to herein as a "Converged Service") such charges will show on the invoice as Converged Services. For clarification, the Converged Service is treated as a single Service and if Customer wishes to unbundle or terminate a part of the Converged Service, early termination liability may apply and Customer will be required to execute new orders for the desired stand-alone Service.

3.2 General Customer Responsibilities. Customer is responsible for providing the network design specifications including pre-existing LAN/WAN IP addressing schemes, MAC addresses and circuit designs. Customer is solely responsible for all equipment and other facilities used in connection with the Service which are not provided by Lumen. All IP addresses, if any, assigned to Customer by Lumen shall revert to Lumen upon termination of Service, and Customer shall cease using such addresses as of the effective date of termination. For installation of the Smart Demarcation device (NID) at Customer's Site, Customer shall (i) provide access at each Site for installation, implementation and maintenance ("Work") at scheduled times, (ii) make appropriate contact personnel available on-site for such Work, (iii) provide all necessary power distribution boxes, conduits, telco backboard space for equipment mounting, grounding, surge and lightning protection and associated hardware and power outlets within 4 feet (1 meter) of the location at which a NID is to be installed, (iv) provide all required extended demarcation inside wiring, including any necessary building alterations to meet wiring and any other site requirements, (v) ensure that the NID can be installed within 6 feet (2 meters) of the Customer provided equipment and the Customer provided or third party provided extension of the local access circuit demarcation, or otherwise provide additional cabling at the Customer's expense, (vi) clearly marking each telecommunications extended local access circuit demarcation point to allow the installer to connect the correct circuit to the correct NID interface, and (vii) connection of the NID to the Customer Router or LAN.

3.3 Resale Restriction. Notwithstanding anything to the contrary in the Agreement, Customer is prohibited from reselling any Service provided pursuant to this Service Schedule except as expressly provided by Lumen, provided however, if Customer requests to resell any

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Converged Services such permission from Lumen must be in the form of an amendment signed by authorized representatives of both parties.

3.4 Latin American Services. With respect to Services provided in Latin America, Customer agrees that it (or its local Affiliate) will enter into a separate local country addendum/agreement (as approved by local authorities) ("LCA") with the respective Lumen Affiliate which provides the local Service(s) containing terms necessary to comply with local laws/regulations, and such Lumen Affiliate will invoice the Customer (or its local Affiliate) party to the LCA for the respective local Service(s).

3.5 Business Contact Information. Customer must provide to Lumen the names of and contact information ("Business Contact Information") for its employees ("Business Contacts") who have purchasing or other responsibilities relevant to Lumen's delivery of international Service under this Service Schedule. Customer consents to Lumen's and its affiliates or subcontractors' use and transfer to the United States of Business Contact Information for the purpose of: (a) fulfilling its obligations under this Service Schedule; and (b) providing information to Customer about Lumen's products and services via these Business Contacts. Customer represents that the Business Contact Information is accurate and that each Business Contact has consented to Lumen's processing of their Business Contact Information for the purposes set forth in this Service Schedule. The Business Contact Information provided by Customer has been collected, processed, and transferred in accordance with applicable laws, including, where applicable, any necessary notification to the relevant data protection authority in the territory in which Customer is established ("Authority"). Customer will notify Lumen promptly of staffing or other changes that affect Lumen's use of Business Contact Information. Lumen will have in place technical and organizational measures that ensure a level of security appropriate to the risk represented by the processing and the nature of the Business Contact Information and that protects such information against accidental or unlawful destruction or accidental loss, alteration, and unauthorized disclosure or access. Lumen will use the information only for the express purposes set forth in this Service Schedule. Lumen will identify a contact authorized to respond to inquiries concerning processing of Business Contact Information and will reasonably cooperate in good faith with Customer and the Authority concerning all such inquiries without excessive delays.

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EXHIBIT A-14
LUMEN MPLS (IPVPN AND VPLS) VPN SERVICE
SERVICE SCHEDULE

IPVPN Pricing Schedule

Service Offering	Bandwidth	Local Access	Port
IPVPN	3 Mbps	$111.00	$74.00
IPVPN	5 Mbps	$117.00	$78.00
IPVPN	7 Mbps	$120.00	$80.00
IPVPN	10 Mbps	$129.00	$86.00
IPVPN	20 Mbps	$165.00	$110.00
IPVPN	30 Mbps	$180.00	$120.00
IPVPN	40 Mbps	$195.00	$130.00
IPVPN	50 Mbps	$207.00	$138.00
IPVPN	60 Mbps	$213.00	$142.00
IPVPN	70 Mbps	$225.00	$150.00
IPVPN	80 Mbps	$234.00	$156.00
IPVPN	90 Mbps	$240.00	$160.00
IPVPN	100 Mbps	$261.00	$174.00
IPVPN	200 Mbps	$300.00	$200.00
IPVPN	300 Mbps	$330.00	$220.00
IPVPN	400 Mbps	$396.00	$264.00
IPVPN	500 Mbps	$450.00	$300.00
IPVPN	600 Mbps	$480.00	$320.00
IPVPN	700 Mbps	$516.00	$344.00
IPVPN	800 Mbps	$564.00	$376.00
IPVPN	900 Mbps	$645.00	$430.00
IPVPN	1000 Mbps	$834.00	$556.00
IPVPN	2000 Mbps	$1,200.00	$800.00

Scope of work charge for IPVPN upgrades will apply. Please reference Scope of Work Document for NRC Pricing Details.

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Exhibit A-15
Customer Premise Equipment Addenda

(Version August 26, 2021)

1. Applicability. This Customer Premise Equipment Addenda ("Addenda") applies when an element of Lumen provided physical equipment is to be installed at a Customer or non-Lumen site as part of Lumen Services (hereinafter, "CPE"). CPE includes but is not limited to that identified in Attachment 1. In the event of any inconsistency between the terms of this Addenda, and the terms of separate Service Schedule, the Agreement or any Order, for the CPE provided as part of the Services, this Addenda controls. Lumen may subcontract the performance of installation, maintenance, operation, monitoring, repair, replacement and removal of CPE and related services to third party supplier(s) (hereinafter, "Lumen's Supplier"), provided that Lumen remains responsible for performance of obligations hereunder. For purposes hereof, "Lumen" means as CenturyLink Communications, LLC d/b/a Lumen Technologies Group and its affiliated entities providing Services.

2. Title. In jurisdictions where Lumen provides CPE and has determined it will not hold title to the CPE, Lumen's Supplier shall maintain title to the equipment ("Lumen Supplier Owned CPE"). Customer shall keep CPE free of distress and liens and shall not allow any liens, encumbrances, or claims to be levied against the CPE.

3. Restrictions Related to CPE. Customer agrees that with respect to CPE, Customer shall not: (i) sell, assign, sublet, pledge or part with possession or control of such equipment or any interest therein; (ii) change, remove or obscure and labels, plates or insignia, lettering or other markings placed on the CPE; (iii) repair, replace or make physical modifications to CPE without written authorization from Lumen or Lumen's Supplier; (iv) directly connect or allow the direct connection of any CPE to any local access except as previously approved by Lumen or Lumen's Supplier; (v) use CPE to transmit, distribute, disseminate, publish or store any material that (a) is in violation of law or regulation; (b) is defamatory, abusive, obscene, indecent, harassing or that threatens or encourages bodily harm, destruction of property, or the infringement of the rights of others; or (c) contains software viruses, Trojan horses, or any computer code, files or programs designed to disrupt, destroy, invade, gain unauthorized access to, corrupt, observe, or modify without authorization, data, software, computing or network devices, or telecommunications equipment; (vi) use CPE to access any computer, network or data without authorization or in a matter exceeding authorization including any attempt to (a) retrieve, alter or destroy data, (b) probe, scan or test the vulnerability of a system or network, or (c) breach or overcome system or network security, authentication, authorization, confidentiality, intrusion detection, monitoring or other security measures; or (vii) modify, decompile, unlock, reverse-engineer, disassemble, incorporate or use in any other works, create derivatives of, or copy any portion of, or otherwise translate the CPE and/or the associated software or attempt to reconstruct or discover any source code, underlying ideas, algorithms, file formats or programming interfaces of the CPE and the associated software by whatever means.

4. Obligations Related to CPE. Customer shall: (i) ensure proper environmental conditions as recommended by Lumen, Lumen's Supplier or the CPE manufacturers and that the exterior surfaces are kept clean and in good condition; (ii) provide Lumen and Lumen's Supplier with reasonable access to such CPE for inspection, maintenance, and de-installation of the same; (iii) assure the locations are secure and comply with safety and health standards which are consistent with industry standards; (iv) comply with all license terms applicable to any software supplied with the CPE; (v) insure the CPE against loss from damage or theft; (vi) maintain adequate security policies and procedures for the CPE and any Customer provided equipment, network or applications which interface with the CPE; (vii) timely provide Lumen and Lumen's Suppliers with any needed Customer completed import/export documentation and undertakings (including but not limited to acting as the importer of record if requested by Lumen or Lumen Suppliers); and (viii) inform Lumen as quickly as possible and in not less than 24 hours following damage to CPE. Except for damages caused by Lumen or Lumen's Supplier, Customer shall within 30 days of invoice for the same reimburse Lumen for (i) replacement value of such CPE as new at then current prices if CPE is not capable of repair, or (ii) the repair cost. Communications related to CPE shall be conducted in English. Lumen shall not be liable for delays or service impacts caused by Customer's failure to perform its obligations hereunder.

Customer shall cooperate with Lumen to provide a target installation date and to assure that Customer meets the CPE installation site-readiness requirements as provided by Lumen prior to the Customer Commit Date communicated by Lumen and provide access at mutually agreed times for maintenance. If Lumen or Lumen Suppliers cannot complete installation due to Customer's failure to perform site readiness or Customer's unavailability to complete installation on the target installation date or allow maintenance as planned, Lumen may commence billing as of the target installation date and Lumen may charge Customer at Lumen's standard rates for any revisits. If CPE is to be delivered to a Customer site in advance of the target installation date, Customer shall have an authorized representative sign for delivery of such CPE and Customer will securely maintain such CPE until installation is completed. Customer shall be invoiced and will pay for CPE which is lost or damaged at the Customer site prior to installation.

5. Location and Use of CPE. Customer agrees not to alter, disconnect or move the CPE from Customer's delivery address unless otherwise approved in writing by Lumen or Lumen's Supplier. Subject to the terms hereof, Customer will ensure that the CPE will be operated in a careful and proper manner by competent persons only and in accordance with the manufacturer's operating instructions.

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6. Termination. At the end of the Service Term, either party may terminate the Service with the associated CPE with 30 days' advanced written notice. Upon termination, Customer shall cooperate with Lumen to either, at Lumen's option, (a) provide Lumen or Lumen's Supplier access to enable removal of CPE or (b) package the CPE in shipping materials provided by Lumen and ship such CPE to the location identified by Lumen at Lumen's cost. In either case, Customer shall surrender the CPE in good condition, reasonable wear and tear excepted. If Customer is not available at the scheduled time, Lumen shall charge and Customer shall pay Lumen's standard rates for the site visit and return visits. Customer shall provide assistance as required by Lumen in assuring that all Customer information or data is removed prior to return of the CPE to Lumen. If Customer does not enable Lumen or Lumen's Supplier access or does not ship CPE to Lumen within 30 days of Lumen's delivery of shipping materials, Customer shall pay Lumen the replacement value of any unreturned CPE. If an Order for or Service with CPE provided as part of the Service is pre-installation cancelled or terminated for any reason other than Lumen's uncured breach, in addition to the cancellation and/or early termination liability set forth in the Agreement, Customer shall pay Lumen its out of pocket costs incurred in relation to the CPE.

7. Insurance. Without limiting the liabilities or indemnification obligations of Customer, Customer will, at its own cost and expense, maintain during the term of this Agreement, such insurance as required hereunder. The insurance coverage will be from a company, or companies, with an A.M. Best's rating of A-VII and authorized to do business in each state where CPE is located. Customer may obtain all insurance limits through any combination of primary and excess or umbrella liability insurance.

(a) Commercial General Liability with limits not less than $1,000,000 per occurrence and aggregate.

(b) "All-Risk" property insurance on a replacement cost basis in an amount sufficient to cover the CPE, including Lumen or a third-party provider designated by Lumen, as loss payee as their interests may appear.

Lumen, its affiliates, subsidiaries, and parent, as well as the officers, directors, employees and agents of all such entities will be included as additional insureds on the Commercial General Liability policy. Policies will be primary and not contributory to insurance which may be maintained by Lumen, subject to the Indemnification provisions of this Agreement. Prior to commencement of work under this Agreement, Customer will make available to Lumen evidence of the insurance required herein.

8. Limitations on Liability. Subject to and without expanding the limitations of liability that apply to the Services associated with the CPE, in no event shall Lumen's liability to Customer related to CPE exceed the lesser of amounts paid to Lumen for CPE in the 12 month period preceding the claim or $250,000.00.

9. Disclaimer of Warranty. Notwithstanding anything to the contrary in the Agreement, Lumen makes no warranty regarding the results or the provisioning of such CPE and Lumen shall not have any defense, indemnification and/or hold harmless obligations to Customer related to the CPE provided hereunder, save that Lumen and/or the Lumen Supplier shall pass through any manufacturer, subcontractor or service provider indemnities to the fullest extent permitted by their terms. Notwithstanding anything to the contrary in the Agreement, no separate Customer requirements or terms related to security and data protection shall apply to the CPE in those countries identified in Attachment 2 (as the same may be updated by Lumen to add countries not previously served by Lumen), except as expressly set forth in an attachment hereto executed by both parties. If any Customer site specific security requirements cause Lumen to incur additional costs, Lumen and Lumen Suppliers shall not be obligated to provide the Services until such costs are agreed between Lumen and Customer. LUMEN, ON BEHALF OF ITSELF AND LUMEN'S SUPPLIERS, DISCLAIM ANY AND ALL WARRANTIES OR REMEDIES ARISING IN CONNECTION WITH THE CPE, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND AGAINST INFRINGEMENT.

10. Additional Terms for Lumen Supplier Owned CPE. For Lumen Supplier Owned CPE, the parties acknowledge that the costs of CPE provided in non-US jurisdictions may be subject to foreign exchange rate fluctuations as imposed upon Lumen by the Lumen Supplier. Lumen may, no more frequently than quarterly, with 30 days' advanced written notice to Customer, pass on any rate increases imposed on Lumen by its Lumen Supplier for CPE provided in such jurisdictions.

11. Third Party Beneficiaries. Notwithstanding anything to the contrary in the Agreement, Customer agrees that Lumen's Suppliers of CPE are third party beneficiaries of the terms of this CPE Addenda.

12. Updates to Attachments. Lumen reserves the right to update the information contained in Attachment 1 and Attachment 2 hereof. Current versions of these attachments may be obtained upon request to Lumen.

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ATTACHMENT 1 – Services and Related CPE

Service	Product	Equipment
Internet Services	Managed Dedicated Internet Access	Managed Router
	Unmanaged Dedicated Internet Access	ISG Accedian/Adva/Cisco Network Interface Device (NID)
Voice Services	Voice Complete ESIP FlexVoice Converged Voice (see below)	Enterprise Session Border Controller (eSBC) Integrated Access Device (IAD)
VPN Services	Managed MPLS/IP VPN	Managed Router
	Unmanaged MPLS/IP VPN	ISG Network Interface Device (NID)
	Application Performance Management	Probe
	Virtual Private LAN Service (VPLS)	Network Interface Device (NID)
Ethernet Services	Ethersphere EVPL E-Line E-Access NLAN ENLAN WSNLAN	Network Interface Device (NID) ISG
Security Services	Secure Access Site Secure Access Mobility MSS Premise	Firewall Bridge/cellular modem Managed Router
Converged Services	Converged Services Bundles	Integrated Access Device (IAD) Managed Router Enterprise Session Border Controller (eSBC)

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ATTACHMENT 2 – Identified Countries

ALBANIA	ISRAEL	SOUTH AFRICA
ALGERIA	JAPAN	SWAZILAND
ARMENIA	JORDAN	SWITZERLAND
AUSTRALIA	KENYA	TAIWAN, PROVINCE OF CHINA
AZERBAIJAN	KOREA, REPUBLIC OF	TANZANIA, UNITED REPUBLIC OF
BAHRAIN	KUWAIT	THAILAND
BANGLADESH	UGANDA	TOGO
BELARUS	LATVIA	TUNISIAANGOLA
BERMUDA	LEBANON	UKRAINE
BOSNIA AND HERZEGOVINA	LESOTHO	UNITED ARAB EMIRATES
BOTSWANA	LIBERIA	VIETNAM
BURKINA FASO	LITHUANIA	ZAMBIA
BURUNDI	MACEDONIA, THE FORMER YUGOSLAV REPUBLIC OF	ZIMBABWE
CAMEROON	MADAGASCAR	
CENTRAL AFRICAN REPUBLIC	MALAWI	
CHAD	MALAYSIA	
CHINA	MALI	
CONGO	MALTA	
CONGO, THE DEMOCRATIC REPUBLIC OF THE	MAURITANIA	
MOZAMBIQUE	MAURITIUS	
COTE D'IVOIRE	MONACO	
CYPRUS	MONTENEGRO	
EGYPT	MOROCCO	
EQUATORIAL GUINEA	NAMIBIA	
ETHIOPIA	NEW ZEALAND	
GABON	NIGER	
GAMBIA	NIGERIA	
GEORGIA	OMAN	
GHANA	PAKISTAN	
GUINEA	PHILIPPINES	
GUINEA-BISSAU	QATAR	
HONDURAS	RUSSIAN FEDERATION	
HONG KONG	RWANDA	
ICELAND	SAUDI ARABIA	
INDIA	SENEGAL	
INDONESIA	SIERRA LEONE	
IRAQ	SINGAPORE	

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EXHIBIT A-16
CENTURYLINK IQ® DELTA PORT™ OFFER ATTACHMENT

Promo Codes:	NO FRILLS

This CenturyLink QCC ("CenturyLink") offer attachment ("Attachment") is subject in all respects to the Local Access Service Exhibit, the Rental CPE Service Exhibit, the domestic CenturyLink IQ® Networking Service Exhibit if VPN Extensions are included as part of the CenturyLink IQ® Delta Port™ bundle ("Service Exhibits"), and the CenturyLink® Total Advantage™, CenturyLink® Loyal Advantage® or CenturyLink® Master Services Agreement ("Agreement") between Customer and CenturyLink. All capitalized terms that are used but not defined in this Attachment are defined in the Agreement or Service Exhibit.

1. Scope. The purpose of this Attachment is to offer bundle pricing ("Offer Pricing") for Customers purchasing a CenturyLink IQ Delta Port bundle that includes Rental CPE Service, Local Access Service (DSL Local Access only), and optional VPN Extensions as part of domestic CenturyLink IQ Networking Service. Unless otherwise stated in this Attachment, Offer Pricing is exclusive of, and may not be combined with, any other offers, promotions, or discounts, and will only be applied in lieu of any such discounts. All other rate elements not specifically set forth in this Attachment are as stated in the Agreement and Service Exhibits.

2. Eligibility and Restrictions. Service is subject to availability and is only available in qualified locations within CenturyLink's 14-state local service territory in Arizona, Colorado, Idaho, Iowa, Minnesota, Montana, Nebraska, New Mexico, North Dakota, Oregon, South Dakota, Utah, Washington, and Wyoming, where CenturyLink facilities exist and Customer's locations meet specific network conditions. Availability is determined at CenturyLink's sole discretion. Customer understands and agrees that CenturyLink IQ Delta Port bundles are not eligible for any CenturyLink service level agreements. Offer Pricing applies to: (a) the DSL Local Access connection speeds shown in the Offer Pricing tables below; and (b) the CenturyLink-approved Rental CPE devices shown in the Rental CPE section below. Offer Pricing will apply only if the hardware listed in the Rental CPE section is configured and installed specifically for use with the CenturyLink-provided services contained in this offer. Offer Pricing may be combined with the CenturyLink IQ Networking Transition Offer if Customer's order meets the Transition Offer's requirements. If the Transition Offer applies to a Delta Port bundle, the applicable Eligible Service Minimum Term set forth in the Transition Offer will apply to that Delta Port bundle. Additional CenturyLink IQ Delta Port bundles after Customer's initial order(s) may be available at CenturyLink's then-current pricing. Customer must sign and return this Attachment to CenturyLink together with the Local Access Service Exhibit, the Rental CPE Service Exhibit, and if applicable, the domestic CenturyLink IQ Networking Service Exhibit. CenturyLink may withdraw the offer under this Attachment on or before **>>>ENTER Date<<<**. Orders and quotes associated with this Attachment will be subject to the terms of this attachment. CenturyLink may, in its sole discretion, determine how long it will accept orders and quotes associated with this Attachment.

3. Term. Customer must have an Agreement Term of 24 or 36 months and Customer must agree to use each required Service that is included in the CenturyLink IQ Delta Port bundle for the minimum number of months associated with the Offer Pricing selected below ("Minimum Term"). Customer must order all the applicable CenturyLink IQ Delta Port Service elements shown below at the same time. If CenturyLink or Customer cancels any of the Services that comprise a CenturyLink IQ Delta Port bundle, the entire CenturyLink IQ Delta Port Bundle must be terminated at the same time. Each CenturyLink IQ Delta Port bundle purchased by Customer will have its own Minimum Term, commencing on the Start of Service Date for that bundle. "Start of Service Date" means the date CenturyLink notifies Customer that the CenturyLink IQ Delta Port bundle is provisioned and ready for use. If Customer cancels a CenturyLink IQ Delta Port bundle for any reason other than Cause or if CenturyLink Cancels a CenturyLink IQ Delta Port bundle for Cause before the completion of the CenturyLink IQ Delta Port bundle's Minimum Term, Customer will pay the following Cancellation Charges for each canceled CenturyLink IQ Delta Port bundle: (a) any NRCs that may have been waived; and (b) the total MRC amount for the canceled bundle multiplied by four months if the CenturyLink IQ Delta Port bundle is canceled in the first year of the Minimum Term; (b) the total MRC amount for the canceled bundle multiplied by three months if the CenturyLink IQ Delta Port bundle is canceled in the second year of the Minimum Term; or (c) the total MRC amount for the canceled bundle multiplied by two months if the CenturyLink IQ Delta Port bundle is canceled in the third year of the Minimum Term, if applicable. At the conclusion of each bundle's Minimum Term, the bundles will continue on a month-to-month basis until canceled by either party with 60 days' notice. CenturyLink may modify or discontinue Offer Pricing for each CenturyLink IQ Delta Port bundle after the bundle's Minimum Term is completed.

4. Upgrades; Migration to another CenturyLink Service.

4.1 Upgrades: Customer may upgrade to a higher DSL Local Access connection speed at the same location if: (a) Customer has had Service under the CenturyLink IQ Delta Port offer for three months or longer; (b) Customer's location qualifies for the higher connection speed, and (c) the upgrade is within the offer period or if CenturyLink approves the upgrade. If Customer upgrades to a higher DSL Local Access connection speed, then: (d) CenturyLink will waive the Cancellation Charges associated with the CenturyLink IQ Delta Port bundle that is canceled; (e) Customer must start a new Minimum Term for the upgraded CenturyLink IQ Delta Port bundle, (f) Customer must pay the applicable MRCs for the

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upgraded CenturyLink IQ Delta Port bundle, and (g) Customer might be required to pay a speed-change charge at then-current time and material rates.

4.2 Migration to Another Service CenturyLink will waive a CenturyLink IQ Delta Port bundle's Cancellation Charges if Customer migrates to standard CenturyLink IQ Networking Service or to a CenturyLink IQ® Data Bundle solution, if available ("Migration"). Customer must execute an amendment and all applicable contractual documents and any Order Forms required to accomplish the Migration. The migrated service will then be governed by its new terms and conditions as amended.

5. Offer Pricing. CenturyLink IQ Networking VPN Extension and Rental CPE Offer Pricing MRCs will be used to calculate Contributory Charges.

36 Month CenturyLink IQ® Delta Port™ Pricing Table

DSL Local Access Connection Speeds	CenturyLink Service Elements	MRC	NRC***	
			(DSL Self Install)	(DSL Onsite Install)
1.5 Mbps downstream/up to 896Kbps upstream*	CenturyLink IQ Networking VPN Extension (Optional)**	$25.00	$50.00	$50.00
	DSL Local Access	$70.00	$250.00	$550.00
	Rental CPE	$40.00	N/A	N/A
	Total	**$135.00**	**$300.00**	**$600.00**
Up to 7 Mbps downsteam/up to 5Mbps upstream*	CenturyLink IQ Networking VPN Extension (Optional)**	$25.00	$50.00	$50.00
	DSL Local Access	$100.00	$250.00	$550.00
	Rental CPE	$40.00	N/A	N/A
	Total	**$165.00**	**$300.00**	**$600.00**
Up to 12 Mbps downsteam/up to 5Mbps upstream*	CenturyLink IQ Networking VPN Extension (Optional)**	$25.00	$50.00	$50.00
	DSL Local Access	$130.00	$250.00	$550.00
	Rental CPE	$40.00	N/A	N/A
	Total	**$195.00**	**$300.00**	**$600.00**

*Uplink speeds will vary depending on customer location. Customer's location must qualify.
**Connection to the CenturyLink IQ Networking MPLS network via a VPN Extension (IPSec tunnel) is optional. If Customer does not order CenturyLink IQ Networking VPN Extensions, the total bundle price MRC will be $25 less than the total price shown in the table.
*** Optional onsite DSL installation is available for an additional NRC of $300. An onsite DSL installation request must be included on the initial order.

6. Services.

6.1 CenturyLink IQ Networking Service. Customer has the option to order CenturyLink-configured VPN Extensions in connection with the CenturyLink IQ Delta Port bundles. If VPN Extensions are used in connection with a CenturyLink IQ Delta Port bundle, Customer's Agreement must include CenturyLink IQ Networking Service and Customer must use the CenturyLink-approved Rental CPE identified in the Rental CPE section below. The CenturyLink-approved Rental CPE is subject to the terms and conditions set forth in the Rental CPE Service Exhibit. The following CenturyLink IQ Networking Service features are not available in connection with the CenturyLink IQ Delta Port bundle offer: (a) End-to-End Performance Reporting, (b) Multicast; and (c) QoS.

(a) CenturyLink-Configured VPN Extension. A VPN Extension is an optional feature that is available with layer 3 MPLS Private Ports and Enhanced Ports. CenturyLink will configure the CenturyLink-approved Rental CPE and facilitate the IP Sec tunnel between the CenturyLink-approved Rental CPE and the CenturyLink IPSec device based on information that is submitted to CenturyLink by Customer. CenturyLink will configure up to five IPSec tunnels per Rental CPE device. Customer is responsible for providing accurate information. CenturyLink will provide the Customer with detailed configuration information upon request. CenturyLink will select the provider for IP access and assign a static public IP address. The CenturyLink-approved Rental CPE will be installed as designated by CenturyLink or as otherwise agreed upon by the parties. Customer will cooperate with CenturyLink in setting the initial configuration for the CenturyLink-approved Rental CPE interface with the VPN Extension Service and comply with CenturyLink's instructions in connection therewith. CenturyLink-Managed and Customer-Managed VPN Extension options are not available as part of a CenturyLink IQ Delta Port bundle. Standard VPN Extension MRCs and NRCs apply.

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6.2 Rental CPE. As part of this offer, CenturyLink will configure the CenturyLink-approved Rental CPE and send it to Customer to install. Customer is responsible for physically connecting the Rental CPE, and CenturyLink will provide remote support. Customer may request up to 10 configuration changes per year. In some cases, CenturyLink may use repackaged Rental CPE, or substitute the CenturyLink-approved Rental CPE shown below with another CPE device at CenturyLink's sole discretion. Rental CPE maintenance is provided under the terms and conditions of the applicable Detailed Description available at centurylinkselectadvantage.com. CenturyLink will provide 8x5 NBD Pro-MET® Remote Standard Service. Customer may request password access for Rental CPE. If CenturyLink grants password access to Customer: (a) Customer waives any claim against CenturyLink or the manufacturer for maintenance, configuration support, repair, loss, or damage to the Rental CPE device if a problem is caused by Customer's acquisition of the password; (b) CenturyLink will no longer provide any CPE configuration assistance; (c) any Customer requests for CPE configuration assistance after obtaining password access will be at CenturyLink's then-current time and material rates; and (d) Customer will not be entitled to any SLA service credits. Customer must promptly return all Rental CPE to CenturyLink upon termination, as specified in the Rental CPE Service Exhibit.

Description	CenturyLink-approved Rental CPE -- All Bandwidths
Rental CPE	Cisco 861W

6.3 Local Access Service. Local Access Offer Pricing applies only to the DSL Local Access Service speeds shown in the Pricing Tables ("DSL Local Access Service"). DSL Local Access Service is subject to availability. Service speeds are "up to" and are not guaranteed. Customer must not use the DSL Local Access Service for high volume or excessive use or in a way that impacts network resources or CenturyLink's ability to provide services.

(a) DSL Equipment. "DSL Equipment" means a modem(s) that is provided by CenturyLink for use by Customer or Customer's End Users solely in connection with the DSL Local Access Service. DSL Equipment is separate and apart from the CenturyLink-approved Rental CPE (Cisco 861W) that is provided under the Rental CPE Service. If the DSL Equipment is replaced due to loss or damage (for example, damage from accident, misuse or abuse), Customer will pay the replacement value for the damaged DSL Equipment, not to exceed $150. If Customer requires on-site assistance from CenturyLink to install the replacement DSL Equipment, an additional dispatch charge will apply at all times. CenturyLink will quote the charges in advance, obtain Customer's approval, and invoice the charges within 60 days. The terms and conditions in this Service Exhibit will continue to apply. Replacement DSL Equipment may or may not be the same model.

(b) Customer Responsibilities.

(i) Self installation. Customer or its End User is responsible for self-installing the DSL Equipment once Customer receives it, unless Customer selects a technician installation from CenturyLink for an additional charge. If Customer or Customer's End User is unable to perform the self installation, Customer will be required to pay for on-site installation. Upon termination, Customer must promptly return DSL Equipment to CenturyLink.

(ii) Subscriber Agreements. The parties understand that DSL Local Access Service might be accompanied by a third-party modem agreement and a subscriber agreement that Customer or its End User must click-to-accept on Customer's behalf in order to install the DSL Equipment; however, the parties understand and agree that DSL Local Access Service is provided to Customer by CenturyLink QCC, and the terms and conditions in this Attachment related to DSL Local Access will control.

(c) Customer Support. Customer support is provided Monday through Friday, 8:00 to 5:00 Central Time. The Customer support telephone number for CenturyLink IQ Delta Port service is (877) 886-6515, option 6. Charges may apply for certain maintenance, trouble isolation, and support services and if a technician is dispatched. CenturyLink technician dispatch to the Customer premises is not provided as part of this service and will be charged at current time and material rates. Before calling Customer Support, Customer must perform the following steps:

1) Cycle the DSL modem by pulling out the power cable (either from the modem or the power outlet), keep the DSL modem unplugged for a full two minutes and then plug the power cable back in. Customer should give the DSL modem two minutes to train.
2) Verify that all telephony devices are filtered (phones, fax machines, satellite receivers, digital video recorders, alarms, and so on).
3) Verify that the DSL modem is plugged directly into the phone jack. There should be no splitters, filters, or extensions.
4) Verify the phone cord is 10 feet or shorter to the DSL modem.
5) Verify the phone cord is plugged into the 'line' port of the DSL modem.
6) Verify that the DSL modem is plugged into the correct and working jack.

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7. Miscellaneous. All other terms not specifically set forth in this Attachment, including without limitation, any other rate elements, are as stated in the Agreement and Service Exhibit(s). The Offer Pricing will become effective as soon as practicable, but in no event later than the second full billing cycle following the Agreement or Amendment Effective Date. In the event of any conflict between any of the following documents, the order of control is this Attachment, the Service Exhibits, the Agreement, and any CenturyLink-accepted Order Form. All other terms set forth in the Agreement will remain in effect. This Attachment, the Local Access Service Exhibit, the Rental CPE Service Exhibit, the CenturyLink IQ Networking Service Exhibit (if applicable) and the Agreement set forth the entire understanding between the parties as to the subject matter herein and supersede any prior written or verbal statements, representations, and agreements concerning the subject matter hereof.

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1. General; Definitions. Capitalized terms not defined in this Service Exhibit are defined in the Agreement. CenturyLink QCC will provide Domestic Optical Wavelength Private Line Service ("Service" or Domestic Optical Wavelength Private Line Service") under the terms of the Agreement, RSS, and this Service Exhibit.

"Demarcation Point" means the termination point of the POP at the applicable service address.

"Net Rate" is in lieu of all other rates, discounts, and promotions.

"POP" means a CenturyLink designated point of presence at a location where direct interconnection between the CenturyLink network and the network of another carrier is possible.

"SDH" means synchronous digital hierarchy.

"SONET" means synchronous optical network.

"Start of Service Date" for each circuit is the date Customer accepts the circuit, following notification by CenturyLink that the circuit is ready. The ready notification will be via phone call or e-mail. Customer has five days from CenturyLink's ready notification in which to inform CenturyLink if the circuit fails to operate error-free. Within the five-day timeframe, if Customer neither informs CenturyLink about errors nor accepts the circuit, the circuit will be considered to have been accepted and the Start of Service Date to have commenced on the fifth day following CenturyLink's ready notification, regardless of whether Customer placed traffic over the circuit. If Customer informs CenturyLink of circuit errors within the five-day timeframe, CenturyLink will promptly take necessary, reasonable action to correct the errors, and upon correction, notify Customer that the circuit is ready.

2. Service.

2.1 Description.

(a) Service is a Dense Wave Division Multiplexing ("DWDM" or "wavelength") solution with metro and long haul transport applications.
The speed selected is shown on the pricing attachment. Protection is not currently available at all speeds. Service supports SONET and SDH protocols.

(b) The Service will extend to and include the equipment maintained by CenturyLink at the Demarcation Point but will not include CPE, extended wiring, inside wiring, or other equipment not maintained by CenturyLink at a service address.

2.2 RSS. Customer understands that Service is an interstate telecommunications service, as defined by Federal Communications Commission regulations and represents that during the Service Term, more than 10% of its traffic will be interstate traffic.

2.3 Obligations Of Customer. Customer will perform those duties outlined in this Exhibit, in the Agreement, and in the Order Forms. Unless otherwise agreed to by CenturyLink in writing, Customer will have sole responsibility for installation, testing, and operation of any services and equipment other than the Service specifically provided by CenturyLink under this Exhibit. Customer is required to have the CenturyLink Local Access Service Exhibit in conjunction with this Service Exhibit.

2.4 Provisioning Of Domestic Optical Wavelength Private Line Services.

(a) Upon acceptance of an Order Form, CenturyLink will notify Customer of its target date for the delivery of the Service ("Estimated Availability Date"). CenturyLink will use reasonable efforts to install the Service on or before the Estimated Availability Date, but the inability of CenturyLink to deliver Service by such date will not be a default under this Exhibit. If CenturyLink fails to make the Service available within 60 calendar days of the Estimated Availability Date with respect to such Service, Customer's sole remedy will be to cancel the Order Form which pertains to such Service by giving CenturyLink 10 calendar days written notice prior to the Service's delivery to Customer by CenturyLink; provided however, for metro and long haul applications that Customer will reimburse CenturyLink for any third party charges incurred by CenturyLink as a result of its efforts to install the Service.

(b) "POP Pairs" means: (i) the originating and terminating POPs for long haul; and (ii) the POP location where the two loops are cross-connected for metro.

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2.5 Service Levels. Service is subject to the Lumen Service Level Agreement as set forth in Exhibit B of the Contract.

3. Term; Cancellation. The term of this Service Exhibit will begin on the Effective Date of the Agreement (or, if applicable, an amendment to the Agreement if Customer adds this Service Exhibit after the Effective Date of the Agreement) and will continue until the expiration or cancellation of the last to expire (or cancel) Service ordered under this Service Exhibit. Each Service ordered during the term will commence on the Start of Service Date and continue for the term specified in the Pricing Attachment ("Term"). Upon expiration of the Term, each Service will automatically renew for another Term, unless either party elects to cancel the Service by providing 60 days prior written notice of such cancellation to the other party. If the Agreement or any Service provisioned under this Service Exhibit is canceled prior to the expiration of the applicable Term for reasons other than by Customer for Cause, then Customer will pay to CenturyLink: (a) all accrued and unpaid charges for the canceled Service provided through the effective date of such cancellation; (b) the amount of any nonrecurring/installation charges that CenturyLink discounted or waived; (c) construction costs and expenses incurred by CenturyLink to install such Service, if applicable; and (d) a cancellation charge. The cancellation charge for circuits not requiring construction is 100% of the balance of the MRCs that otherwise would have become due for the unexpired portion of the first 12 months of the Term, if any, for the canceled Service plus 35% of the balance of the MRCs that otherwise would have become due for the unexpired portion of the Term beyond the first 12 months, if any. The cancellation charge for Circuits requiring construction is 100% of the balance of the MRCs that otherwise would have become due for the unexpired portion of the Term. If CenturyLink notifies Customer that construction is required in order to provision a circuit and Customer cancels that circuit because Customer does not approve such construction, CenturyLink will not charge a cancellation charge for canceling that particular circuit.

4. Charges. Customer will pay the Net Rates set forth in the Pricing Attachment. Recurring charges will be invoiced by CenturyLink on a monthly basis in advance and nonrecurring charges will be invoiced in arrears. If the Start of Service Date for any Service falls on any day other than the first day of the month, the first invoice to Customer will consist of: (a) the pro-rata portion of the applicable monthly recurring charge covering the period from the Start of Service Date (as defined in this Service Exhibit) to the first day of the subsequent month; and (b) the monthly recurring charge for the following month. The Net Rates will be used to calculate Contributory Charges. For metro only, the loop charge is bundled with the Domestic Optical Wavelength Private Line Service charge. For long haul, the loop charge will appear as a separate line item.

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PRICING ATTACHMENT

1. Pricing. The prices quoted for the Service apply to the Inter-Office Channel of the circuit specified from the nearest originating premises to the nearest terminating premises. Customer is responsible for all interconnection costs from the Customer location indicated by the Originating NPA/NXX and the Terminating NPA/NXX to the corresponding POP, when applicable.

2. Domestic U.S. (the District of Columbia and the 48 contiguous United States of America) Service Prices. Customer will pay the following NRCs and MRCs for the CenturyLink Optical Wavelength Private Line Service shown in the table below.

A Location	Z Location	Mileage	Capacity	Term	MRC	NRC
2 Jetway Court, Pueblo, CO 81001 (719/948)	1525 Sherman St, Denver, CO 80203 (303/830)	104	10 Gbps	60	$3,500.00	$0.00
1250 Academy Park Loop, Colo Spgs, CO 80910 (719/574)	12500 E Arapahoe Rd., Centennial, CO 80112 (303/649)	50	10 Gbps	60	$3,500.00	$0.00

A Location	Z Location	Mileage	Capacity	Term	MRC	NRC
2 Jetway Court, Pueblo, CO 81001 (719/948)	1525 Sherman St, Denver, CO 80203 (303/830)	104	1 Gbps	60	$3,250.00	$0.00
1250 Academy Park Loop, Colo Spgs, CO 80910 (719/574)	12500 E Arapahoe Rd., Centennial, CO 80112 (303/649)	50	1 Gbps	60	$3,250.00	$0.00

A Location	Z Location	Mileage	Capacity	Term	MRC	NRC
2 Jetway Court, Pueblo, CO 81001 (719/948)	1525 Sherman St, Denver, CO 80203 (303/830)	104	100 Gbps	60	$5,800.00	$0.00
1250 Academy Park Loop, Colo Spgs, CO 80910 (719/574)	12500 E Arapahoe Rd., Centennial, CO 80112 (303/649)	50	100 Gbps	60	$5,800.00	$0.00

3. Other Charges

3.1 Extended Wiring. If Customer requests CenturyLink to perform extended wiring services, Customer will pay a nonrecurring charge of $1,127 per 2.5G or 1GE and $1,665 per 10G or 10GE circuit to extend the Demarcation Point beyond the building meet-me-point to the Customer's demarcation point. Extended wiring services will not extend past the Customer's demarcation point and do not include inside suite/desktop wiring.

3.2 Expedite Charges. If customer requests expedited delivery of the service then any charges related to expedited delivery of local access circuits for the service ordered will be separately charged.

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3.3 Change Order. Any charges related to a change order placed by the customer will be charged separately on an ICB basis.

4. Service Install NRC Discount – Current and Future. Install NRCs specified above or on a valid quote form during the Term will receive a 100% discount so long as such Service ordered hereunder and subject to this discount remains installed and used by Customer for the duration of the first 12 months of the Service Term. Supplemental NRCs, including but not limited to: Extended Wiring, Expedite, and Change Charge are not eligible for any discount.

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1. General. This Service Schedule is applicable only where Customer orders Lumen eLynk Service ("Service"). "Lumen" is defined for purposes of this Service Schedule as Lumen Communications, LLC d/b/a Lumen Technologies Group and its affiliated entities providing Services. This Service Schedule incorporates the terms of the Master Service Agreement or other service agreement under which Lumen provides services to Customer, and if none, Lumen's standard Master Service Agreement (the "Agreement"). Lumen may subcontract any or all of the work to be performed under this Service Schedule. All capitalized terms that are used but not defined in this Service Schedule are defined in the Agreement or Order.

1.2 Additional General Terms. Service charges are exclusive of taxes and presented without reduction for any Withholding Tax, all of which are the responsibility of the Customer. "Withholding Tax" means any amount or account of tax on sources of income which a payor is obliged to deduct from payments due to a recipient and account for or to any tax authority. In the event that any payment to be made to Lumen under this Service Schedule should be subject to reduction by reason of a Withholding Tax, Customer agrees to pay Lumen such amounts as would have been necessary so that the aggregate net amount received by Lumen after application of a Withholding Tax is the same amount as would have been received by Lumen if there had been no requirement to deduct or withhold such tax. For Services provided outside the United States, Customer or its local affiliate may be required to enter into a separate local country addendum/agreement (as approved by local authorities) ("LCA") with the respective Lumen affiliate that provides the local Service(s). Such Lumen affiliate will invoice Customer or its local affiliate for the respective local Service(s).

2. Services.

2.1 This Service is an Ethernet-based offering that enables interconnections with Cloud Providers and to other destinations where one or both of the endpoints are eLynk Interfaces. eLynk Service includes one or more of the following components, as further defined below:

- eLynk Virtual Connection® to a Cloud Provider ("eVC")
- eLynk Interconnection® to a Cloud Provider ("eLynk Interconnection")
- eLynk Interface®

2.2 eVC and eLynk Interconnection. eVC is a point-to-point Layer 2 Ethernet service offered between two IEEE-compliant User Network Interfaces (each a "UNI"). One UNI is purchased by Customer and located on Customer's premises and the other UNI (the "eLynk Interface®") is located at the premises of, and/or controlled by, a specific application provider or data center ("Cloud Provider"). The demarcation point of each eLynk Interface will be the Lumen-designated physical interface located at the Cloud Provider's premises. Customer is solely responsible for obtaining from the relevant Cloud Provider, delivering to Lumen, and maintaining any necessary letters of authorization or permissions to connect to each eLynk Interface and the Cloud Provider's services. eLynk Interconnection is a point-to-point Layer 2 Ethernet service offered between two eLynk Interfaces. Customer is solely responsible for ensuring its ability to conform to each applicable Cloud Provider's specifications for eVC and eLynk Interconnection Services.

The eVC and eLynk Interconnection are available in various bandwidth increments ranging between 2Mbps to 10Gbps. The UNI is available as a 100Mbps, 1Gbps, or 10Gbps Ethernet port. Lumen will install a network interface device ("NID") at the premise of each UNI. eVCs may be ordered as a VLAN-based solution with dedicated or shared EVPLs that span between an eLynk interface and a UNI or between two eLynk interfaces, which is available at a variety of capacities. The available configuration options for eVC and eLynk Interconnection Services may vary as directed by the applicable Cloud Provider(s).

eVC or eLynk Interconnection Services depend on Lumen's ability to establish and maintain a relationship with the relevant Cloud Provider(s). Customer consents and directs Lumen to provide to the Cloud Provider certain information about the Service to the extent reasonably necessary to provide such Service, including, but not limited to, Customer's name, type and location of interconnection, technical information required to configure the interconnections (such as VLAN), utilization rate of the Service, as well as information concerning outages, maintenance, and operational status of the Service. Additionally, to the extent that Lumen reasonably believes that disconnection or suspension of the Service is imminent or if the Service is disconnected or suspended, Customer consents to Lumen informing the relevant Cloud

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Provider. Lumen is not responsible for the technical interoperation of the Cloud Provider's services with the eVC or eLynk Interconnection Service. Customer or Lumen may terminate eVC or eLynk Interconnection Services without liability in the event that Lumen loses the ability to continue logical or physical connection to the Cloud Provider as directed by the Cloud Provider.

Lumen may, in its reasonable discretion, (i) delay or cancel an Order for Services if the Cloud Provider is unable to timely accommodate the Order, and/or (ii) modify or terminate the affected Service if the Cloud Provider modifies or terminates its arrangement with Lumen in a manner which interferes with Lumen's ability to provide the Service or to do so at the existing price. Lumen may terminate Customer's Service upon reasonable notice if Lumen exercises a right to terminate the Cloud Provider's Service for any reason. Lumen will inform Customer as soon as commercially practicable if this occurs. Likewise, if any such Lumen modification of Service has a material adverse impact on Customer's ability to utilize a Service or increases the pricing, Customer may terminate the affected Service by providing Lumen with no less than 30 days prior written notice. If either Party cancels or terminates a Service as permitted in this paragraph, Customer will not be held liable for cancellation or termination charges associated with the affected Service, and any advance payments associated with such Services will be credited to Customer's account or, if Customer has no other Services from Lumen, returned. The ability to terminate an affected Service without termination liability is Customer's sole and exclusive remedy in the event a Cloud Provider modifies or terminates its arrangement with Lumen.

2.3 eLynk Interface®. eLynk Interface is an IEEE compliant user network interface ("UNI") that conforms to MEF standards. The eLynk Interface is available as a 1Gbps or 10Gbps Ethernet port and may be ordered with a single or dual handoff. A dual handoff gives Customer two ports, one in an active and one in a standby configuration. An eLynk Interface may be ordered by Customers who are application providers or data centers, situated at their premises and who are connected via an eVC with an IEEE-compliant UNI ordered from Lumen by third party end users that are customers of both Lumen and Customer (collectively "e-Lynk End Users" and individually "eLynk End User") to create a point-to-point Layer 2 Ethernet service between the two UNIs at a variety of speed intervals. An eLynk Interface also may be connected via an eLynk Interconnection to another eLynk Interface situated at a third party Cloud Provider's premises to provide connectivity between Customer and the Cloud Provider.

Lumen will notify Customer when an eLynk End User desires to connect to the eLynk Interface on Customer's premises. Upon receipt of such notice, Lumen and Customer will work together in good faith to exchange information and consents necessary to enable the eLynk End User to make the desired connection. Lumen will enter into a separate contract with all eLynk End Users for services provided by Lumen and Customer will enter into a separate contract with all eLynk End Users for services provided by Customer.

Without liability, Lumen may hold, delay or cancel pending orders by eLynk End Users due to capacity constraints on the eLynk Interface, acts or omissions of Customer or eLynk End Users, or other factors. The demarcation point of the eLynk Interface will be the Lumen-designated physical interface located in Lumen's space at the Service address identified in an Order.

2.4 Service Levels. Service is subject to the Lumen Service Level Agreement as set for in Exhibit B of the Contract. and receive the last version of the Service Level Agreement in effect before the change.

3. Customer Responsibilities.

3.1 Customer will separately contract with Cloud Provider for its access to the Cloud Provider. Customer is solely responsible for configuring and accepting from the Cloud Provider the virtual circuit that connects Lumen's circuit to Customer's virtual private cloud with the Cloud Provider. Customer's contractual relationship with the Cloud Provider is completely independent from Customer's contractual relationship with Lumen. Lumen is not a representative or agent of Cloud Provider, nor is Lumen responsible for Cloud Provider's performance of its obligations to Customer, or for Cloud Provider's acts or omissions. Lumen is not responsible to maintain, bill or pay for any service provided to Customer by the Cloud Provider. Similarly, Cloud Provider is not responsible to maintain or pay for the eVC or eLynk Interconnection Service. Any outages or degradation in eVC or eLynk Interconnection Services attributable to the Cloud Provider are deemed Excused Outages.

3.2 Customer consents to Lumen providing certain information about the eLynk Interface ordered to each connecting eLynk End User, including but not limited to Customer's name and location of interconnection, technical information

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required to configure for interconnection (such as VLAN), utilization rate of the Service, as well as information concerning outages, performance, maintenance activities, and operational status of the Service.

3.3 Customer agrees to use commercially reasonable efforts to provide Lumen at least 10 business days advance notice of any maintenance or changes planned by Customer that may impact eLynk End Users. Lumen may, but is not required to, provide notification of such maintenance or changes to the affected eLynk End Users. Customer agrees to provide Lumen not less than 30 days advance notice of disconnection of Service or any modification that may impact the eLynk End Users' interconnection with the Service or use of Cloud Provider's service. Lumen may inform eLynk End Users of any possible modifications.

3.4 Unless otherwise agreed to by the parties, Customer grants Lumen the right to use Customer's name in contracts, promotional materials and on Lumen's website to inform customers and prospective customers of Lumen's ability to connect to Customer via eLynk. Additionally, subject to Customer's prior approval, Lumen may use Customer's logos, service marks, trade dress, URL, domain names and/or other business identifiers in promotional materials and on Lumen's website.

4. Reserved.

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EXHIBIT B, SERVICE LEVEL AGREEMENTS

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EXHIBIT B, SERVICE LEVEL AGREEMENTS

CENTURYLINK DOMESTIC METRO ETHERNET ("Metro Ethernet**" or "**Service**")**
SERVICE LEVEL AGREEMENT ("SLA**")**

Any Qwest Corporation d/b/a CenturyLink QC ("CenturyLink") intrastate tariff, price list, price schedule, administrative guideline, catalog, and other rate and term schedules, whether individually or together, will be referred to as "Tariff" in this SLA. CenturyLink offers this SLA in accordance with the applicable Tariff and Technical Publication 77411 ("Tech Pub"). All customer-provided backup power, racks, and cabinets must meet the requirements described in CenturyLink Technical Publication Nos. 77368 and 77419. Any service disruption deemed by CenturyLink in its sole discretion to have resulted from issues related to Customer-provided backup power, racks, or cabinets relieves CenturyLink of all its obligations under this SLA. In the event of a conflict between the terms of this SLA and the Tariff or Tech Pub, the terms of the Tariff and Tech Pub will control. If Service becomes de-Tariffed, this SLA will be offered in accordance with this SLA and the Tech Pub, rather than the applicable Tariff. Interstate Metro Ethernet is offered in accordance with this SLA and the Tech Pub. Capitalized terms not defined in this SLA are defined in customer's agreement for Metro Ethernet.

Metro Ethernet is a flexible, easy-to-use, transport service that uses established Ethernet transport technology. Metro Ethernet allows customers to connect multiple enterprise locations within a service area using native Ethernet protocol. Metro Ethernet is available over three distinct designs: Customer Premises, Central Office, and Ethernet with Extended Transport (EwET).

Customer Premises Metro Ethernet supports transmission speeds as low as 5 Mbps in all markets (3 Mbps and 7Mbps are available in select markets) up to 1 Gbps in increments of 10 Mpbs from 10 to 100 Mbps and in increments of 100 Mbps from 100 to 1,000 Mbps. Central Office Metro Ethernet supports transmission speeds of 100 Mbps, 600 Mbps and 1,000 Mbps. EwET Metro Ethernet supports transmission speeds as low as 5 Mbps and up to 40 Mbps.

1. Service Availability Objective.

Service availability is defined as the ability of a customer to exchange data packets with the Metro Ethernet network at the User-Network Interface ("UNI") via customer provided equipment ("CPE"). Availability specifies the percentage of time the customer's Metro Ethernet meets (or exceeds) the throughput, latency, and packet loss performance objectives over any calendar month and may be expressed as:

$$\% \text{ Availability} = \frac{(\text{Total Time} - \text{Outage Time}) \times 100}{\text{Total Time}}$$

All UNI	Availability Objective (Monthly)
With Single Cable Entrance	99.9%
With Dual Cable Entrances (see Note a. below)	99.95%

Notes:

a. Equipment located on the customer's premises will have a single cable entrance unless the building owner elects to provide two physically separated cable entrances into the building. A second entrance to the customer's premises affords further diversity protection. When desired, it is a customer's responsibility to provide a second entrance. That second entrance much meet existing CenturyLink entrance facility standards. For additional information see CenturyLink Technical Publication 77344, *Diversity and Avoidance.*

b. Service availability includes all components of the Metro Ethernet network from edge site / switch to edge site / switch within a metro region for customers with two or more locations of from edge site / switch to core switch for customers with one location in a metro.

c. Service interruptions caused by CenturyLink planned network maintenance activities, maintenance at the customer premises, or loss of customer traffic due to malfunction of CPE are excluded from the availability calculation. The Metro Ethernet availability objective assumes two hours every six months for the network maintenance window.

2. Throughput Objective.

The Metro Ethernet bandwidth profile is a limit on the rate at which Ethernet frames can traverse the UNI. Metro Ethernet offers a better than best effort bandwidth or throughput for each customer network access link. Specifically, the Metro Ethernet Committed Information Rate (CIR) is the minimum bandwidth or throughput that the Metro Ethernet network will deliver for at least 256 byte frames in both ingress and egress directions under normal operating conditions. For smaller frame sizes customer packets may be dropped.

Through CIR, bandwidth will be available in the increments ordered by the customer. CIR rates will be met by adequate rate-limiting of the Metro Ethernet Layer 2 edge and core switches, and SONET transport infrastructure where applicable.

3. Latency Objective.

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Latency or delay is defined as the time interval between the transmission of a signal at one point and the reception or detection of the same signal at another point. Unidirectional or One-Way Delay ("OWD") is the elapsed time between when a node sends a packet and when the packet is received by another node. OWD is also referred to as end-to-end transit delay.

For Metro Ethernet service, the one-way delay is the time measured between when the first bit of an Ethernet frame enters the ingress UNI to when the last bit of the same frame leaves the egress UNI. Specifically, from edge site / switch to edge site / switch within a metro region for customers with two or more locations or from edge site /switch to core switch for customers with one location in a metro. The latency performance objective across a single Metro Ethernet network will be as indicated below:

Latency (One-Way)	Objective (Monthly Average)
Maximum	Less than 25 milliseconds
Typical	Less than 15 milliseconds

Thus, over any calendar month, 100% of the successfully delivered egress frames (discarded or lost frames are not counted) will have an average one-way delay of less than 25 milliseconds. This Metro Ethernet performance parameter applies to all supported Ethernet line / data rates (at the UNI), i.e. access ports and bandwidth profiles, frame sizes, alternate fiber routes where applicable and represents the total delay attributable to the Metro Ethernet network.

4. Packet Loss Objective.

The packet loss performance parameter identifies the percentage of in-profile Ethernet frames ("green" frames that are within CIR) not reliably delivered between UNIs over a given measurement interval. Any frames that are out-of-profile ("yellow" or "red" frames, i.e. exceeding the CIR) are not counted towards the number of lost frames.

Customer frames that may additionally be blocked or discarded at the UNI and not counted towards the packet loss objective include the following:

- Runts or frame size less than 64 bytes
- Jumbo frames with a maximum transmission unit greater than 1522 bytes
- Corrupted frames with cyclic redundancy check, frame check sequence of alignment errors

Packet loss is defined as the percentage of packets that are dropped within, or between switches that are a part of, the Metro Ethernet network. Specifically, from edge site / switch to edge site / switch within a metro region for customers with two or more locations or from edge site / switch to core switch for customers with one location in a metro. CenturyLink will engineer the Metro Ethernet network to minimize packet loss such that the performance objective will not exceed the following:

Performance Parameter	Dropped Packets Objective (Monthly Average)
Packet Loss Ratio	No more than 0.1%
	No more than 0.001% for priority 1 ("P1") packets in the Metro Ethernet core network

Note: The Metro Ethernet core network is defined as from the first (CenturyLink-provided) core switch to the last core switch in a metro for a particular Ethernet Virtual Connections ("EVC") traffic flow. Thus, over any calendar month the Metro Ethernet network will successfully deliver at least 99.9% of the customer's packets from UNI to UNI or 99.999% for P1 traffic in the core.

5. VLAN Leakage Objective.

There will be zero VLAN or MAC address leakage across the Metro Ethernet network. Metro Ethernet does not currently support the routing or communication of traffic between VLANs or EVCs.

6. Quality of Service Objective.

When Quality of Service is purchased by the customer then the following applies:

- The service level availability commitment for Quality of Service is that 99.999% of the packets will conform to the bandwidth profile delivered across the core network, without being dropped or lost as a result of a fault within the Virtual Ethernet Network. This equates to a Quality of Service Pack loss ratio of no more than 0.001%. Thus, over any calendar month the Metro Ethernet network will successfully deliver at least 99.999% of a customer's packets from core to core.
- When the SLA is not met, the SLA credit will apply to the monthly recurring charge ("MRC") for every increment of 3 Mbps (in select markets) or 5 Mpbs of P1 traffic.
- The credit will equal 1/30th of the MRC for every 5 Mbps of affected Priority 1 traffic.
- The maximum amount of credit provided in a given month will not exceed the total MRC for the affected Service.

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7. Protect Routing Objective.

When protect routing is purchased by the customer then the following applies:

- The service guarantee will be for a 99.99% circuit availability over a 30 day period which equates to 4 minutes 20 seconds of downtime.
- No credit will be allowed for an interruption of less than 4 minutes 20 seconds, multiple outages of each less than 4 minutes 20 seconds will not be added together.
- A credit of 1/30th of the MRC will be paid out for any outage occurrence that exceeds 4 minutes 20 seconds. Credit will be limited to one credit for each 24 hour period in which an outage(s) occur. Credit will be comprised of all affected MRC elements.
- The Maximum amount of credit provided in a given month will not exceed the total MRC for the affected Metro Ethernet.

8. Mean Time to Repair Objective.

CenturyLink is responsible for maintaining all equipment and cable on the Metro Ethernet network side of the UNI at customer locations, and the transmission facility between UNIs.

CenturyLink will furnish the customer with a trouble reporting telephone number.

Upon receipt of a trouble alarm or report, CenturyLink will initiate action within 20 minutes to clear the trouble and will commit to the following service restoral times for Metro Ethernet:

- Four hours maximum in the event of a service interruption due to an electronic component failure
- Eight hours maximum if the trouble is caused by a cable failure

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EXHIBIT B, SERVICE LEVEL AGREEMENTS

Lumen Service Level Agreement

Updated August 10, 2021

"Lumen" is defined for purposes of this Service Level Agreement as CenturyLink Communications, LLC d/b/a Lumen Technologies Group or its affiliated entities providing Services subject to this Service Level Agreement. This Service Level Agreement applies when Customer orders Lumen service(s) listed as Qualifying Services in Table 1.1. Customer's sole remedies for any nonperformance, outages, failures to deliver or defects in Qualifying Services are contained in the Service Levels applicable to the Affected Service.Terms used but not defined in this Service Level Agreement will have the meaning set forth in the Agreement. In the event of a conflict between the definition section below and a defined term in another Service Attachment, the definitions section below will prevail for purposes of interpretaton of this Service Level Agreement. This Service Level Agreement is subject to change. If Lumen changes this Service Level Agreement and the change is material and deterimental, Customer may receive the last version of the Service Level Agreement in effect before the change.

1. Availability Tiers

Lumen offers Service Availability Service Levels for Qualifying Services based on the following Availability Tiers. The Availability Tiers only apply to the Service Availability Service Level in this Service Level Agreement and do not relate in any way to any tiers in other service level agreements.

Table 1.1

Availability Tier	Qualifying Services
BRONZE	• Unprotected Wavelength Service • Off-Net Unprotected EPL Service within North America • On-Net Unprotected EPL Service within North America*, Europe, Latin America** and Service that includes subsea cable
SILVER	• Off-Net Protected EPL, EVPL, E-Line, E-Access and E-LAN Service within Europe, Latin America and Asia-Pacific, and Service that includes subsea cable, • Off-Net Internet Services outside North America ("Silver Internet"), • Off-Net MPLS (IPVPN and VPLS) Services outside North America ("Silver MPLS (IPVPN and VPLS)"), • Standalone Managed Service • Broadband Internet Access with Backup Cellular Internet Access • Silver Internet with Broadband Internet Access or Backup Cellular Internet Access****, or • Silver MPLS (IPVPN and VPLS) with Broadband Internet Access or Backup Cellular Internet Access****
GOLD	• Protected Wavelength Service • On-Net Protected EPL, EVPL, E-Line, E-Access and E-LAN Service within Latin America and Asia-Pacific, and Service that includes subsea cable, • All On-Net Internet Services and Off-Net Internet Services in North America (collectively "Gold Internet"), • All On-Net MPLS (IPVPN and VPLS) Services and Off-Net MPLS (IPVPN and VPLS) Services in North America (collectively "Gold MPLS (IPVPN and VPLS)"), • Gold Internet with Broadband Internet Access or Backup Cellular Internet Access**** • Gold MPLS (IPVPN and VPLS) with Broadband Internet Access or Backup Cellular Internet Access**** • Dynamic Connections – IPVPN, or • Managed Services with MPLS (IPVPN and VPLS) or Internet Service at a Site
PLATINUM	• On-Net and Off-Net Protected EPL, EVPL, E-Line, E-Access and E-LAN Service within North America, • On-Net Protected EPL, EVPL, E-Line, E-Access, and E-LAN Service within Europe, • eLynk, or • Dynamic Connections – Ethernet
PLATINUM MANAGED SERVICE***	• High Availability Managed Services

* Any references to North America mean the United States and Canada.
** Any references to Latin America include Mexico.
*** CenturyLink SD-WAN with Cisco Meraki is not eligible for the Platinum Managed Service Tier.
**** The Enterprise Access Service(s) must be configured to create a backup design to qualify for the availability tier.

2. Service Availability Service Level

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If a Qualifying Service experiences Service Unavailability, Customer is entitled to a credit as a percentage of the MRCs or BCCs,as applicable, for the Affected Service as set forth in Table 2.1.

If Customer purchases Managed Services and MPLS (IPVPN and VPLS) or Internet at a specific site, the cause of the Service Unavailability determines the applicable Service Tier. If the Service Unavailability is due to an issue with the MPLS (IPVPN and VPLS) or Internet Service, the Service Tier that the MPLS (IPVPN and VPLS) or Internet Service qualifies for independently applies. If the Service Unavailability is due to an issue with the Managed Service, the Service Tier that the Managed Service with the MPLS (IPVPN and VPLS) or Internet Service qualifies for applies.

Lumen does not provide any Service Level credits for Service Unavailability for Standalone Broadband Internet Access, Primary Cellular Internet Access, or Temporary Primary Transport. Lumen also does not provide any Service Level credits for Off-Net Unprotected EPL outside North America, Third Party Internet Service or Third Party Wavelength Service.

Table 2.1

Availability Tier	Service Availability	Availability Service Credit (in hrs:mins:secs)
PLATINUM MANAGED SERVICE	100%	00:00:01 - 00:30:00 = 10% 00:30:01 – 01:00:00 = 20% 01:00:01 – 02:00:00 = 30% 2:00:01 – 3:00:00 = 40% 3:00:01 – 4:00:00 = 50% 04:00:01 or greater = 100%
PLATINUM	99.999%	00:00:44 - 00:30:00 = 10% 00:30:01 – 01:00:00 = 20% 01:00:01 – 02:00:00 = 30% 2:00:01 – 3:00:00 = 40% 3:00:01 – 4:00:00 = 50% 04:00:01 or greater = 100%
GOLD	99.99%	00:04:33 – 00:43:00 = 10% 00:43:01 – 04:00:00 = 20% 04:00:01 – 08:00:00 = 30% 08:00:01 – 12:00:00 = 40% 12:00:01 – 20:00:00 = 50% 20:00:01 or greater = 100%
SILVER	99.9%	00:43:21 – 04:00:00 = 10% 04:00:01 – 8:00:00 = 20% 08:00:01 – 12:00:00 = 30% 12:00:01 – 16:00:00 = 40% 16:00:01 – 24:00:00 = 50% 24:00:01 or greater = 100%
BRONZE	99.5%	03:36:01 – 10:00:00 = 10% 10:00:01 – 14:00:00 = 20% 14:00:01 – 18:00:00 = 30% 18:00:01 – 22:00:00 = 40% 22:00:01 – 26:00:00 = 50% 26:00:01 or greater = 100%

3. Installation Service Level

Lumen will exercise commercially reasonable efforts to install (i) a Managed Service or Network Service except for Dynamic Connections-IPVPN or Dynamic Connections-Ethernet on or before the Customer Commit Date specified for the Service or (ii) a Dynamic Connections-IPVPN or Dynamic Connections-Ethernet Service within 24 hours of Lumen's receipt of Customer's order or request for circuit connection. If a Service is not installed within these timeframes for reasons other than an Excluded Delay, Customer is entitled to a one-time service credit as set forth in Table 3.1.1 or Table 3.2.1. If Customer's Agreement contains a right of termination for installation delay, that right of termination will not apply to the Services covered under this Installation Service Level. Instead, this Installation Service Level is Customer's sole remedy for delayed installation of the Service. This Installation Service Level does not apply to Enterprise Access Services.

3.1 Installation Service Level for all Managed Services and Network Services except for Dynamic Connections-IPVPN and Dynamic Connections-Ethernet.

Table 3.1.1

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Business Days Beyond Customer Commit Date	Service Level Credit of Affected Service MRC
1-5	10%
6-11	20%
12-17	30%
18-23	40%
24-30	50%
Greater than 30	100%

3.2 Installation Service Level for Dynamic Connections-IPVPN and Dynamic Connections-Ethernet

To be eligible for this Installation Service Level, the affected instance of Dynamic Connections-IPVPN or Dynamic Connections-Ethernet must be active for at least 1 hour for hourly service, or 48 hours for monthly service.

Table 3.2.1

Hours After Lumen's Receipt of Customer's Order or Request for Circuit Connection	Service Level Credit of Affected Service MRC or BCC
25-29	10%
30-35	20%
36-41	30%
42-47	40%
48-54	50%
Greater than 54	100%

4. Performance Service Level

Lumen offers the following Performance Service Levels on Lumen provided Network Services, with the exception of Fiber+ Internet and Wavelength Service. No Performance Service Levels apply for Fiber+ Internet or Wavelength Service.

4.1 Packet Delivery, Latency and Jitter Service Levels - POP to POP. Lumen's service levels for Packet Delivery, Latency, or Jitter are set forth below in Tables 4.1.1, 4.1.2, and 4.1.3. Internet Service is not eligible for the Jitter Service Level in 4.1.1. For the Latency and Jitter calculations in Table 4.1.1 and Packet Delivery calculations in Table 4.2, targets are averaged monthly metrics between all Lumen designated points of presence ("POPs") in a given region.

Table 4.1.1 Regional Two Way Latency and Jitter for MPLS (IPVPN and VPLS) Service, EPL, EVPL, E-Line, E-Access, E-LAN Service, Dynamic Connections-Ethernet, Dynamic Connections IPVPN eLynk and Internet Services except for Fiber+ Internet.*

Regions	Latency	Jitter
Intra-North America**	<45ms	<3ms
Intra-Europe	<35ms	<3ms
Intra–United Kingdom****	<25ms	<3ms
Intra-Asia***	<110ms	<3ms
Intra-Latin America	<120ms	<3ms
Trans-Atlantic (London/Amsterdam – New York)	<95ms	<3ms
Trans-Pacific (Tokyo – Sacramento, CA)****	<150ms	<3ms
Trans-Pacific (Sydney – Sacramento, CA)****	<270ms	<3ms
Trans-Pacific (Sydney – Tokyo)****	<200ms	<3ms
North America to Latin America^	<140ms	<3ms
Europe to Asia^	<345ms	<3ms
Europe to Latin America^	<210ms	<3ms
Asia to Latin America^	<315ms	<3ms

* Internet Service is not eligible for the Jitter Service Level.
** Add 90ms from/to the Mexico POP, add 30ms from/to Hawaii, and add 25ms from/to Alaska.

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*** 'Intra-Asia' is defined as: Bangkok, Beijing, Hanoi, Hong Kong, Kuala Lumpur, Manila, Jakarta, Shanghai, Taipei, Tokyo, Seoul and Singapore; excluding Australia.
**** Region is not available for Internet Service.
^Additionally, add the applicable "intra-region" Latency parameter for the region in which the applicable Customer site is located.

Table 4.1.2 POP to POP Service Levels for MPLS (IPVPN and VPLS) Service, EPL, EVPL, E-Line, E-Access, E-LAN Service, Dynamic Connections-Ethernet, Dynamic Connections IPVPN and eLynk. For Dynamic Connections IPVPN, only Basic Class of Service Pop to Pop metrics apply.

POP to POP Service Levels				
Region	Class of Service			
		Dedicated/Premium	Enhanced	Basic
Intra-US	Packet Delivery	99.99%	99.95%	99.90%
	Latency	City Pair*	City Pair*	City Pair*
	Jitter	<3ms	<3ms	<3ms
Intra-Europe & US-Europe	Packet Delivery	99.99%	99.95%	99.90%
	Latency	City Pair*	City Pair*	City Pair*
	Jitter	<3ms	<3ms	<3ms
Rest of World	Packet Delivery	99.90%	99.80%	99.50%
	Latency	City Pair*	City Pair*	City Pair*
	Jitter	<3ms	<3ms	<3ms

*Appendix 1 sets forth the "City Pair" monthly average two-way latency in the POP to POP two-way Latency Service Level matrix. For city pairs that are not listed in Appendix 1, the regional metrics apply per Table 4.1.1. Regional metric calculations are averaged monthly between all Lumen POPs in a given region.

Table 4.1.3 Packet Delivery Service Level for Internet Services except for Fiber+ Internet

Region	Packet Delivery
Global	99.95%

4.2 Packet Delivery, Latency and Jitter Service Levels ("End to End Service Level"). Internet Service and EPL do not qualify for this End to End Service Level. End to End Service Levels apply only to sites where Customer has ordered enhanced reporting for E-Line, E-LAN, E-Access, eLynk, IPVPN, and VPLS. For sites with DSL, microwave or satellite access, End to End packet delivery, jitter, and latency service levels do not apply. To calculate an end to end two-way Latency Service Level, the loop factor table applies per Table 4.2.2. For End-to-End Service Levels, the measurement of Packet Delivery, Two-Way Latency and Jitter excludes any time period that Customer's total bandwidth utilization exceeds 70% of the applicable contracted bandwidth. All measurements are based on the average of the metrics for that calendar month.

Table 4.2.1 End-to-End Service Levels

Service Specific End-to-End Network (CE to CE) Service Levels				
Region	Class of Service			
		Dedicated/Premium	Enhanced	Basic
Intra-US	Packet Delivery	99.90%	99.50%	99.50%
	Latency	City Pair + Loop Table	City Pair + Loop Table	City Pair + Loop Table
	Jitter	<3ms	<3ms	<3ms
Intra-Europe & US-Europe	Packet Delivery	99.90%	99.50%	99.50%
	Latency	City Pair + Loop Table	City Pair + Loop Table	City Pair + Loop Table

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	Jitter	<3ms	<3ms	<3ms
Rest of World	Packet Delivery	99.50%	99.00%	99.00%
	Latency	City Pair + Loop Table	City Pair + Loop Table	City Pair + Loop Table
	Jitter	<6ms	<6ms	<6ms

Table 4.2.2 below provides Latency increments to add to the Service Specific POP to POP City Pair Latency values given above in Table 4.2.1 for Customer sites located within the mileage bands indicated in Table 4.2.2. For T1 and bonded NxT1 transport circuits, an additional 12 ms will be added to the values in Table 4.2.1.

Table 4.2.2 Loop Factor Latency Table

PE to CE Loop factor Latency Table			
0-10 miles	+3ms	401-600 miles	+40ms
11-50 miles	+6ms	601-800 miles	+50ms
51-100 miles	+10ms	801-1000 miles	+60ms
101-200 miles	+15ms	1001-1200 miles	+80ms
201-400 miles	+30ms	1201+ miles	ICB

4.3 Packet Delivery, Latency and Jitter Service Levels Credits. Customer will be entitled to a service credit off of the MRC or BCC for the Affected Service as set forth below for the Service parameter(s) not met for reasons other than an Excused Outage. Customer will not be entitled to credits under the Packet Delivery, Latency, or Jitter service levels for the Affected Service where such failure is related to Service Unavailability under the Availability Service Level.

Table 4.3.1

Service Level Credits		
Performance Metric	Service Level Credit	
Packet Delivery	99.99%	99.98% to 99.38% = 10% 99.37% to 98.77% = 30% Below 98.77% = 50%
	99.95%	99.94% to 99.34% = 10% 99.33% to 98.73% = 30% Below 98.73% = 50%
	99.90%	99.89% to 98.89% = 10% 98.88% to 97.89% = 30% Below 97.89% = 50%
	99.80%	99.79% to 98.80% = 10% 98.79% to 97.80% = 30% Below 97.80 = 50%
	99.50%	99.49% to 98.50% = 10% 98.49% to 97.50% = 30% Below 97.50 = 50%
	99.00%	98.99% to 97.51% = 10% 97.50% to 96.03% = 30% Below 96.03% = 50%
Latency*	1-10ms = 10% 11-25ms = 30% >25ms = 50%	

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Jitter*	>2ms to 3ms = 10% >3ms-5ms = 30% >5ms = 50%

5. Managed Services Service Level

Lumen offers the following Managed Service Service Levels on Lumen provided Managed Services.

5.1 Change Management Service Level. Lumen will implement Soft Change Requests received by Lumen prior to 6 P.M. local time on a Business Day, by the close of the following Business Day unless Customer schedules a later implementation date. All such change requests must be made through the Lumen web-based portal or by dialing the applicable support number provided to Customer during provisioning. As Hard Change Requests require a Change Order, this Service Level does not apply to Hard Change Requests. Instead, the Installation Service Level applies to Hard Change Requests. This Service Level does not apply during the first 30 days following the Service Commencement Date. If Lumen does not meet this Service Level, Customer will be entitled to the following service credit.

Table 5.1.1

Business Days to Implement Soft Configuration Change from Time Request is Received or Customer Scheduled Date	Service Level Credit of Managed Service MRC
2	10%
3	20%
4	30%
5	40%
Greater than 5	50%

5.2 Notification Service Level. Lumen will notify Customer (i) of a Critical Incident within 15 minutes of the alarm signaling the Critical Incident and (ii) of an Incident within 30 minutes of the alarm signaling the Incident. If Lumen does not meet this Notification Service Level, Customer will be entitled to the following service credits. This Notification Service Level does not apply to the Security Upgrade option for Lumen SD-WAN with Versa Networks or to Customer Managed Virtual Network Functions provided by the Adaptive Virtual Services platform.

Table 5.2.1

Number of Missed Notifications in a Calendar Month	Service Level Credit of Managed Service MRC
1	10%
2	20%
3	30%
4	40%
5 or more	50%

5.3 Response Time Service Level. Lumen continuously monitors all Managed Devices and provides on-site maintenance and repair once Lumen has determined, through fault isolation, that a Managed Device has experienced a fault (i.e. "problem dispatch"). Lumen will begin remotely working to resolve the issue within the response times listed in Table 5.3.1. Prior to Lumen's response, or, if Customer requests maintenance assistance, Lumen may request Customer to verify that the local environment (including power, WAN/LAN connectivity, inside wiring / cabling etc.) has been diagnosed and ruled out as the source of the reported fault. This Response Time Service Level does not apply to the Security Upgrade option for Lumen SD-WAN with Versa Networks or to Customer Managed Virtual Network Functions provided by the Adaptive Virtual Services platform.

Table 5.3.1

Managed Service	Response Time
Managed Network Service	Within 4 hours of Customer's response to the initial Critical Incident notification
CenturyLink SD-WAN Service with Versa Networks and CenturyLink SD-WAN Service with Cisco Meraki	Within 4 hours of (i) Customer's response to the initial Incident notification or (ii) Lumen's detection if it is a Critical Incident

If Lumen does not meet this Response Time Service Level, Customer will be entitled the following service credits.

Table 5.3.2

Number of Missed Response Time(s) in a Calendar Month	Service Level Credit of Managed Service MRC
1	10%
2	20%
3	30%

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4	40%
5 or more	50%

5.4 Time To Resolve (TTR). Lumen will target Resolution of a service impacted event based on the severity, according to the timeline below. The Service Level metric is measured in Business Hours from the Response Time in 5.3. This Time To Resolve Service Level will not apply to events that cause Service Unavailability. If Managed Service is unavailable, Customer will instead receive the Availability Service Level. This Time To Resolve Service Level will also not apply to events isolated to an issue related to the Managed Device. If the issue is related to the Managed Device, Customer will receive the Managed Device Replacement Service Level. This Time To Resolve Service Level does not apply to the Security Upgrade option for CenturyLink SD-WAN with Versa Networks or to Customer Managed Virtual Network Functions provided by the Adaptive Virtual Services platform.

Table 5.4.1 Time To Resolve Service Level

Severity Level	Description	Service Level
High	Service available but is experiencing an issue that has caused essential functionality to be significantly impaired	Less than 4 hours
Medium	Service degraded performance or functionality	Less than 12 hours
Low	Intermittent Service issues	Less than 24 hours

Table 5.4.2 Time To Resolve Service Level Credits High Severity

Service Impacted Hours	Service Level Credit of Managed Service MRC
4:00-6:00	10%
6:01-8:00	20%
8:01-10:00	30%
10:01-12:00	40%
Greater than 12:00	50%

Table 5.4.3Time To Resolve Service Level Credits Medium Severity

Service Impacted Hours	Service Level Credit of Managed Service MRC
12:00-16:00	10%
16:01-20:00	20%
20:01-24:00	30%
24:01-28:00	40%
Greater than 28:00	50%

Table 5.4.4Time to Resolve Service Level Credits Low Severity

Service Impacted	Service Level Credit of Managed Service MRC
24:00-30:00	10%
30:01-36:00	20%
36:01-42:00	30%
42:01-48:00	40%
Greater than 48:00	50%

5.5 Managed Device Replacement Service Level. If Lumen has determined, through fault isolation, that a Lumen provided Managed Device has experienced a fault (i.e. "problem dispatch"), Lumen will use commercially reasonable efforts to ship a replacement CPE device to Customer within the following time frames if Customer notifies Lumen by 12:00 p.m. in the time zone where the affected Managed Device is located. For Reference purposes, the Lumen Zone List can be found at this http://www.centurylink.com/legal/SDWAN/ZoneList.pdf. Lumen will not support or replace CPE that is altered, modified, mishandled, destroyed, or damaged by one or more of the following: (i) natural causes; (ii) environmental failures; (iii) Customer's failure to take any required actions; (iv) a negligent or willful act or omission by Customer or unauthorized use; or (v) an act or omission of a third party. Customer must provide a safe place to work at its premises and comply with all laws and regulations regarding the working conditions at its premises.

Table 5.5.1

Zone	Managed Device Replacement Service Level
Zone 0*	24x7x4
Zone 1	8x5 NBD
Zone 2	Within 5 Business Days
Zone 3	Within 10 Business Days

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* If Managed Service is Managed Network Service and Customer has purchased 24x7x4 device maintenance, the replacement CPE device will arrive at the Customer site within 4 hours. This repair and replacement coverage is 24 hours per day, 7 days per week. This repair and replacement option is not available for purchase in all regions.

If Lumen does not meet this Service Level, Customer will be entitled the following service credits:

Table 5.5.2

Business Days Beyond Service Level	Service Level Credit of Managed Service MRC
1	10%
2	20%
3	30%
4	40%
5 or more	50%

If replacement of the Lumen provided Managed Device is not reasonably practical, Lumen will notify Customer and Customer may terminate the Managed Service upon 10 Business Days prior written notice to Lumen. Inventory will be maintained consistent with vendor recommendations. In the event that a Customer provided Managed Device fails, Customer will not be eligible for a Service Level credit. Instead, Lumen will attempt to diagnose and restore the Managed Device. However, should the Customer provided Managed Device need replacement, Lumen will notify Customer of its inability to restore that Managed Device and the need for Customer to coordinate replacement per Customer's pre-existing CPE maintenance agreement at Customer's expense.

6. Chronic Outage Service Level

As its sole remedy, Customer may elect to terminate an Affected Service, or an Affected Converged Service, prior to the end of the Service Term without termination liability if, for reasons other than an Excused Outage the Affected Services or an Affected Converged Service experiences a Chronic Outage. Chronic Outage is defined as follows:

- For a Wavelength, Unprotected EPL, E-Line, E-Access, or E-LAN Service (excluding any Wavelength or Unprotected EPL Service provided in Latin America) when Service experiences Service Unavailability for more than 12 consecutive hours in each of three consecutive calendar months, or for more than 42 hours in the aggregate in any calendar month.
- For an affected EVPL Service, Protected EPL, E-Line, E-Access, or E-LAN Service (excluding any Protected EPL Service provided in Latin America), MPLS (IPVPN or VPLS), Internet Service, or Managed Service, when Service experiences Service Unavailability in any calendar month: (i) for more than one consecutive hour in each of three consecutive calendar months, or (ii) more than 24 aggregate hours during a calendar month.

Customer may only terminate a Service that is Unavailable as described above and must exercise its right to terminate the Affected Service under this Section, in writing, within 30 days after the event giving rise to the termination right. For clarification, termination of a Converged Service will result in termination of all applicable Services bundled together as the Converged Service under the Order. Customer is responsible for all Service charges until the termination date. If Customer fails to notify Lumen in the manner set forth in this section with respect to the applicable termination right, Customer will have waived its right to terminate the Affected Service or Affected Converged Service. This Service Level does not apply to Enterprise Access Service, Dynamic Connections-Ethernet, or Dynamic Connections-IPVPN.

7. Credit Request Process

Unless otherwise set forth in the Agreement, Customer must notify Lumen of requests for service credits within 60 days after the end of the month in which the event occurred. To request a credit, Customer must contact Customer Service (contact information is located at http://www.centurylink.com/business) or deliver a written request with sufficient detail to identify the Affected Service.

8. Limitations

In no event will Service Level credits in any calendar month exceed 100% of the total MRC or BCC for the Affected Services. Unless otherwise stated, Service Levels are measured over a calendar month. Customer will not be entitled to Service Level credits for missed Service Levels due to Excused Outages or if Customer does not timely submit the request for service credit as defined in the Credit Request Process. Service Level credits are calculated after deduction of all discounts and other special pricing arrangements, and are not applied to governmental fees, taxes, surcharges and similar additional charges. Lumen's maintenance log and trouble ticketing systems are used to calculate Service Level events.

The Availability, Chronic Outage, Performance and Managed Service Service Levels do not apply during the first 3 days following the Service Commencement Date. Instead, if Service is not functioning properly during the first 3 days and Customer notifies Lumen, Lumen will correct any deficiencies and, upon Customer's request, credit Customer's account in the amount of 1/30 of the applicable MRC or BCC for each day the Service did not function properly.

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EXHIBIT B, SERVICE LEVEL AGREEMENTS

9. Definitions

"Affected Service" is defined as the Qualifying Service at a specific service location that does not meet a service level defined in this Service Level Agreement.

"Backup Cellular Internet Access" is defined as Cellular Internet Access deployed as a backup access service to Broadband Internet Access Service, Internet Service, or MPLS (IPVPN and VPLS) Service. BIA may appear as Lumen IQ Delta Port Internet Connection on ordering, invoicing or other documentation.

"Broadband Internet Access" is defined as Lumen procured third-party provided unsecured local internet broadband service and 24x7 monitoring and management of the broadband service.

"Business Day" is defined as Monday through Friday excluding all banking, U.S. holidays, and national or local holidays applicable to Customer's service location.

"Business Hours" is defined as 8:00 am to 5:00 pm in the time zone where the Affected Service is located.

"Billing Cycle Charges" or "BCC" is defined as the total hourly Service usage charges (not including taxes, fees and surcharges) in the billing cycle in which the event occurred giving rise to the requested service level credit. Billing Cycle Charges are only applicable to Dynamic Connections- Ethernet and Dynamic Connections-IPVPN Service billed on an hourly basis instead of a monthly recurring charge.

"Cellular Internet Access" is defined as a Lumen procured third party provided machine to machine wireless communication service for the receipt and transmission of data, information or messages.

"City Pair" is defined as the "City Pair" monthly average Service Level matrix set forth in Appendix 1. Appendix 1 is available upon request.

"Converged Service" is defined as Internet Services bundled with Enterprise Voice SIP Based Services or MPLS (IPVPN or VPLS) Services bundled with either Internet Services or Enterprise Voice SIP Based Services.

"CPE" is defined as Customer premises equipment.

"Critical Incident" is defined as an incident that produces a situation in which one or more Managed Devices becomes inoperable, produces incorrect results, or fails catastrophically. The list of incident alarms that signal a Critical Incident is available in the Lumen Managed Services Alarm Guide located at http://www.lumen.com/service-guides and is subject to change.

"Customer Commit Date" is defined as the date by which Lumen will install Service. If Customer's service installation is delayed due to an Excluded Delay, Lumen will provide Customer with a revised Customer Commit Date.

"Enterprise Access Service" is defined as Broadband Internet Access Service or Cellular Internet Access Service.

"Excluded Delay" is defined as an installation delay resulting from (a) the unavailability of required Customer personnel, including as a result of failure to provide Lumen with accurate, current contact information (b) Lumen's lack of access to the Customer premises where reasonably required to deliver the Service (c) incorrect information, equipment, cables or software components specified or supplied by Customer, (d) Customer requested changes to Customer Orders after submission and acceptance by Lumen, (e) Customer not being ready to receive Service (f) Customer's failure to timely provide complete configuration information (g) Customer's failure to fulfill any Customer responsibility described in the Agreement, Service Attachment, or this Service Level Agreement (h) unforeseen circumstances such as construction, build requirements, shipping delays, or material/equipment shortage (i) for off-net service, delays caused by Lumen's third party providers or (j) force majeure events.

"Excused Outage" is defined as any event that adversely impacts the Service that is caused by: (a) the acts or omissions of Customer, its employees, contractors or agents, or its end users; (b) the failure or malfunction of equipment, applications, or systems not owned or controlled by Lumen or its third party providers; (c) Scheduled Maintenance, alteration, or implementation; (d) the unavailability of required Customer personnel, including as a result of failure to provide Lumen with accurate, current contact information; (e) Lumen's lack of access to the Customer premises where reasonably required to restore the Service; (f) Customer's failure to release the Service for testing or repair and continuing to use the Service on an impaired basis; (g) Lumen's termination of Service for cause or Customer's use of Service in an unauthorized or unlawful manner; (h) improper or inaccurate specifications provided by Customer;(i) intentional shutdowns due to emergency intervention during security related incidents; (j) Customer-initiated changes to the network environment, architectures, or Managed Device configuation or (k) force majeure events.

"Hard Change Request" is defined as any service request that impacts the pricing of the Service. Hard Change Requests require Customer to execute a change Order.

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EXHIBIT B, SERVICE LEVEL AGREEMENTS

"High Availability Managed Service" is defined as two Managed Service packages each with active transport (Lumen or Customer provided) at the same site or same Customer provided cloud environment configured to create a failover design.

"Jitter" is defined as the measurement of the interpacket delay variance and packet loss in the Lumen IP network, which is measured by generating synthetic user datagram protocol (UDP) traffic.

"Incident" is defined as an incident that produces a situation in which the operability of one or more Managed Devices is adversely impacted. The list of incident alarms that signal an Incident is available in the Lumen Managed Services Alarm Guide located at http://www.lumen.com/service-guides and is subject to change.

"Internet Service" is defined as Dedicated Internet Access, Internet Services, High Speed IP, IP Transit Services, Hyper Internet, CenturyLink IQ Networking Internet Port, or Fiber+ Internet.

"Latency" is defined as the monthly average time it takes for a IP test packet to travel round trip across the relevant portion of the Lumen Network calculated as:

$$\text{Monthly Core Network Latency} = \frac{\text{Sum of daily Average Latency calculations for a given month}}{\text{Total number of days in a month}}$$

"Managed Device" is defined as an eligible CPE device managed as part of a Managed Service.

"Managed Service" is defined as CenturyLink SD-WAN with Versa Networks, CenturyLink SD-WAN with Cisco Meraki, or Managed Network Service.

"MPLS (IPVPN and VPLS) Service" is defined as IP VPN, IPVPN, IPVPN Port, Private Port, IQ Networking Private Port, MPLS/IP VPN Port, VPN, NBIPVPN (Network Based IP VPN), Virtual Private Network, Hyper IPVPN or IP Solutions Private Port.

"Network Service" is defined as Internet Service, Wavelength Service, MPLS (IPVPN and VPLS) Service, EPL, EVPL, E-Line, E-Access, E-LAN Service, Dynamic Connections-Ethernet, Dynamic Connections IPVPN and eLynk. For clarity, the following Ethernet services are not eligible for this Service Level Agreement: CenturyTel Metro Ethernet Services, EMBARQ Classic Ethernet Services, CenturyLink QCC Domestic Ethernet Private Line and Metro Ethernet Private Line, CenturyLink Metro Ethernet, CenturyLink QCC Metro Ethernet, CenturyLink QC Metro Ethernet, CenturyLink Ethernet over SONET, CenturyLink QC Intrastate Metro Ethernet, and CenturyLink E-Line Service.

"Off-Net" is defined as local access Service not provided on the Lumen owned and operated network.

"On-Net" is defined as local access Service provided on the Lumen owned and operated network.

"Packet Delivery" means the monthly average percentage of packets that are delivered over the relevant portion of the Lumen Network calculated as:

$$\text{Monthly Packet Delivery} = \frac{\text{Sum of daily Average Packet Delivery calculations for a given month}}{\text{Total number of days in a month}}$$

"Primary Cellular Internet Access" is defined as Cellular Internet Access without any other Lumen provided access method at Customer's site. Primary CIA may appear as Enterprise Wireless Access Service ("EWAS") on ordering invoicing or other documentation.

"Protected Wavelength Service" means Wavelength Service that includes a Lumen managed protection scheme that allows traffic to be re-routed in the event of a fiber cut or equipment failure.

"Qualifying Service" is defined as the Services listed in Table 1.1. For clarity, Ethernet services provided by CenturyLink Communications, LLC d/b/a Lumen Technologies Group are not eligible for this Service Level Agreement.

"Resolution" means Lumen has determined the Managed Device(s) reporting the event has been returned to fully operational status and has been determined to be operating within expected limits.

"Service Commencement Date" is defined as the date Service is installed and billing commences.

"Service Unavailability" is defined as the complete inability (for reasons other than an Excused Outage) of Customer to deliver IP packets, from an individual Customer site to the network over the Qualifying Service. For a Managed Service to experience Service Unavailability, Customer must be unable to deliver IP Packets from an individual Customer site to the network over both the Managed Service(s) and any associated transport. For Protected Wavelengths, Customer must be unable to deliver IP Packets from an individual

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Customer site to the network over both the primary and failover path. Service Unavailability is measured from the time a trouble ticket is opened to the time the Service is restored.

"Soft Change Request" is defined as any software change that involves network features or system parameters and requires no onsite visit or physical modification. Soft Change Requests do not (a) include service additions or deletions, (b) addition or removal of security gateway services (c) design impacting changes such as changes to the virtual service chain, if applicable (d) configuration change requests that impact more than 5 Managed Devices or (e) any items that are considered the Customer's responsibility, including but not limited to, user and group configurations.

"Standalone Managed Service" is defined as a single instance of Managed Service (1) not combined with MPLS (IPVPN or VPLS) or Internet Service at a specific Service location (2) combined only with a single instance of Broadband Internet Access service or (3) combined with Broadband Internet Access service and Backup Cellular Internet Access.

"Standalone Broadband Internet Access" is defined as a single instance of Broadband Internet Access not combined with Backup Cellular Internet Access, Internet Service, or MPLS (IPVPN and VPLS) Service at a specific Service location.

"Temporary Primary Transport" is defined as Cellular Internet Access used as temporary primary transport only until either the actual primary transport ("Primary Transport") is available at the Customer premises or 180 calendar days from the date Cellular Internet Access is available for use, whichever is earlier.

"Third Party Internet Service" is defined as Internet Service provided entirely by Lumen's third party subcontractor(s). For clairity, Third Party Internet Service is not Off-Net Internet Service. Off-Net Internet Service is Internet Service when the local access service component is not provided on the Lumen owned and operated network. Customer may report faults and/or outages in Third Party Internet Service to Lumen on a 24x7 basis and, in such circumstances, Lumen will contact the applicable third-party service provider with a view to restoring service as quickly as possible.

"Third Party Wavelength Service" is defined as a Wavelength Service provided entirely by Lumen's third party subcontractor(s). For this service, Lumen will pass-through to Customer any service levels and associated credits (or other express remedies) provided to Lumen by the applicable third party carrier.

"Unprotected Wavelength Service" means Wavelength Service that does not include a Lumen managed protection scheme that would allow traffic to be re-routed in the event of a fiber cut or equipment failure.

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EXHIBIT B, SERVICE LEVEL AGREEMENTS

This Service Level Agreement ("SLA") only applies to On-Net Access circuits ("Service") ordered by CenturyLink's customer ("Customer") pursuant to a signed agreement ("Agreement") with CenturyLink Communications, LLC f/k/a Qwest Communications Company, LLC d/b/a CenturyLink QCC ("CenturyLink"). On April 1, 2014, Qwest Communications Company, LLC completed a name change to CenturyLink Communications, LLC. References in supporting agreements or other documents, to Qwest Communications Company, LLC or its predecessors are replaced with "CenturyLink Communications, LLC." Service terminates at CenturyLink's Minimum Point of Entry (MPOE) as determined by CenturyLink.

1. Definitions

"Calendar Month" refers to the period beginning at 12:00 midnight on the first day of a month and ending at 11:59 PM on the last day of that month.

2. Availability Objective

CenturyLink offers the following SLA for Service with a minimum one-year Service term. The SLA is effective as of the first day of the second month after initial installation and Customer acceptance of Service.

Customer will, subject to the terms, exclusions, and restrictions described in this SLA, be entitled to receive from CenturyLink a credit if the availability of a particular circuit ("Circuit Availability") for any Calendar Month falls below the percentage shown in the applicable credit schedule included in this section. CenturyLink guarantees the Circuit Availability only to the point to which CenturyLink can perform remote loop back testing, even if the demarcation point extends past such point. Service will for purposes of this document be deemed to be unavailable to Customer only if the circuit ("Affected Circuit") is subject to an interruption (other than as noted in this SLA) that results in the total disruption of the Service ("Outage").

The credit ("Outage Credit") to which Customer may be entitled under this section will be equal to the applicable credit percentage identified in the table below of Customer's monthly recurring charges ("MRCs") for the Affected Circuit after application of any credits or discounts ("Eligible Circuit Charges"). The Outage Credit will not include credits on any other MRCs charged to Customer for any other service.

Circuit Availability Percentage is calculated as follows:

$$\left[\frac{\text{(Applicable Days in Calendar Month x 24 x 60) - (Minutes of Outage on Affected Circuit in Calendar Month)}}{\text{(Applicable Days in Calendar Month x 24 x 60)}} \times 100\right]$$

For purposes of measuring Customer's Circuit Availability, the CenturyLink Trouble Management System determines the number of minutes of an Outage. An Outage will be deemed to commence upon verifiable notification thereof by Customer to the CenturyLink Trouble Management System, and CenturyLink's issuance of a trouble ticket. An Outage will conclude upon the restoration of the Affected Circuit as evidenced by the appropriate network tests conducted by CenturyLink.

Credit Schedule for Service		
Circuit Availability		Amount of Credit (as a % of the Eligible Circuit Charges for the Affected Circuit)
Upper Level	Lower Level	
100%	99.999%	0%
< 99.999%	99.99%	5%
< 99.99%	99.9%	10%
< 99.9%	99.5%	25%
< 99.5%	0%	50%

Subject to the terms, exclusions and restrictions described in this SLA, in the event Customer experiences chronic Outages with respect to any circuit, Customer will be entitled to terminate the Affected Circuit. A circuit suffers from chronic Outages if such circuit, measured over any Calendar Month, experiences more than five Outages, or more than 48 aggregate hours of Outages. Customer may as its sole and exclusive remedy for chronic Outages, upon 30 days' prior written notice to CenturyLink, terminate the Affected Circuit without incurring any termination charges associated with that Affected Circuit except for all usage charges accrued to the date of termination. Customer must exercise any termination right available to it under this section within 30 days after Customer first becomes eligible to exercise the termination right. In the event Customer fails to comply with the condition set forth in the immediately preceding sentence, Customer will, with respect to the termination right, have waived its right to such termination right.

3. Terms and Conditions

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CenturyLink is offering Service in accordance with the applicable CenturyLink agreement. In the event of a conflict between the terms of this document and the Rate and Services Schedule or applicable CenturyLink agreement, the terms of this document will control.

To be eligible for an Outage Credit under this SLA, Customer must, in addition to complying with the other terms included in this SLA, (i) be in good standing with CenturyLink and current in their obligations, other than those invoices that are recognized as being in dispute, and (ii) submit necessary supporting documentation and request reimbursement or credits hereunder within 30 days of the Outage resolution. In the event Customer fails to comply with the condition set forth in the immediately preceding sentence, Customer will, with respect to that remedy, have waived its right to such remedy.

CenturyLink will determine the Outage Credits provided to Customer by totaling the eligible Outage minutes throughout the Calendar Month on an Affected Circuit, subject to the restrictions and exclusions in this SLA. Outage Credits for any Calendar Month must exceed $25.00 to be processed. In no case will CenturyLink provide credit to Customer for an Affected Circuit that exceeds the monthly recurring charge or the stated applicable maximum credit percentage. Customer may receive Outage Credits for a particular Affected Circuit for a maximum of four months in any 12-month period.

CenturyLink will give notice to Customer of any scheduled maintenance as early as is practicable and a scheduled outage will under no circumstances be viewed as an Outage hereunder.

The remedies included in this SLA are Customer's sole and exclusive remedies for disruption of Service and will apply in lieu of any other Service interruption guarantee or credit, outage guarantee or credit or performance credit for which Customer might have otherwise been eligible. If Customer receives an Outage Credit, Customer is not entitled to receive any other credit that may be available under the local access service provided or ordered by CenturyLink on behalf of Customer for the Affected Circuit in that Calendar Month.

Except as provided in this SLA, the objectives and related remedies set forth herein will not apply to CenturyLink services other than the Service.

4. Restrictions and Exclusions

An Outage will not be deemed to have occurred if the Service is unavailable or impaired due to any of the following:

(a) Interruptions on a circuit that is not an "Accepted Circuit" where an Accepted Circuit is one that CenturyLink and Customer have tested and mutually agree is working as ordered following provisioning of an order or change order;
(b) Interruptions caused by the negligence, error or omission of Customer or others authorized by Customer to use or modify Service;
(c) Interruptions due to failure of power at Customer premises or failure or poor performance of Customer's premises equipment;
(d) Interruptions during any period in which CenturyLink or its agents are not afforded access to the premises where Service is terminated, provided such access is reasonably necessary to prevent a degradation or to restore Service;
(e) Interruptions during any period when CenturyLink has posted on the CenturyLink Web site or communicated to Customer in any other manner that Customer's Service will be unavailable for maintenance or rearrangement purposes, or Customer has released Service to CenturyLink for the installation of a customer service order;
(f) Interruptions during any period when Customer elects not to release the circuit for testing and/or repair and continues to use it on an impaired basis;
(g) Interruptions resulting from force majeure events beyond the reasonable control of CenturyLink including, but not limited to, acts of God, government regulation, labor strikes, national emergency or war (declared or undeclared);
(h) Interruptions resulting from Customer's use of Service in an unauthorized or unlawful manner;
(i) Interruptions resulting from a CenturyLink disconnect for Customer's breach of a term set forth in the Agreement pursuant to which CenturyLink is providing Service to Customer;
(j) Interruptions resulting from incorrect, incomplete or inaccurate orders from Customer;
(k) Interruptions due to improper or inaccurate network specifications provided by Customer;
(l) Interruptions resulting from a failure of a carrier other than CenturyLink providing local access circuits; or
(m) Special configurations of the Service that have been mutually agreed to by CenturyLink and Customer; provided, however, CenturyLink may provide a separate service level agreement to Customer for those special configurations.

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EXHIBIT B, SERVICE LEVEL AGREEMENTS

CENTURYLINK IQ® NETWORKING
RETAIL SERVICE LEVEL AGREEMENT
(not applicable to services offered under the CenturyLink Wholesale and Enhanced Services Agreements)

This Service Level Agreement ("SLA") is effective as of the first day of the second month after initial installation of Services. "Service" includes the applicable components of CenturyLink IQ Networking Service and Dedicated Hosting Collocation Service. This SLA applies to Service ordered by CenturyLink's customer pursuant to an agreement ("Agreement") with CenturyLink Communications, LLC f/k/a Qwest Communications Company, LLC d/b/a CenturyLink QCC ("CenturyLink"). On April 1, 2014, Qwest Communications Company, LLC completed a name change to CenturyLink Communications, LLC. References in supporting agreements or other documents, to Qwest Communications Company, LLC or its predecessors are replaced with "CenturyLink Communications, LLC." For Customer's claims related to Service deficiencies, interruptions or failures, Customer's exclusive remedies are limited to those remedies set forth in this SLA.

1. Network and Port Components.

1.1 Components. The SLA Goal measurement includes: (a) all network components of the CenturyLink IP network; (b) all network components of the CenturyLink ATM and Frame Relay networks as incorporated into the Service; and (c) CenturyLink Provided Access for the domestic Network Availability and Installation goals only. The CenturyLink IP, ATM, and Frame Relay networks include routers, switches, fiber and any other facilities that are owned by CenturyLink or other providers specifically designated by CenturyLink for international IP service ("International Service Providers"). As defined in this SLA, a "POP" means a CenturyLink point of presence location, as determined by CenturyLink, that represents the provider edge of the CenturyLink IP, ATM or Frame Relay network or an International Service Provider POP. "CenturyLink Provided Access" means local backbone access circuits in the continental U.S. (a) ordered and leased by CenturyLink from another carrier on Customer's behalf; or (b) provided solely on CenturyLink owned and operated facilities. This includes Special Access, Ethernet Local Access, Frame Partner Access, and ATM Partner Access technologies, as defined in the Local Access Service Exhibit. "Affected Service" means the particular CenturyLink IQ Networking Port that fails to meet the applicable Goal.

1.2 Regions. A list of international regions (including Customer Service Center support information) and corresponding Tiers is appended to this SLA as Attachment 1, located at http://www.centurylink.com/legal.

Domestic Regions	**SLA Components:**
Intra U.S.	The CenturyLink IP network within the 48 contiguous U.S. states
Hawaii to U.S. West Coast ("Hawaii")	CenturyLink Trans-Hawaii IP network to the continental U.S. CenturyLink IP network in the Los Angeles Metro Area
Alaska to U.S. Pacific Northwest ("Alaska")	CenturyLink Trans-Alaska IP network to the continental U.S. CenturyLink IP network in the Seattle Metro Area

2. Goals.

2.1 Domestic Network and Port-Related Goals. The following domestic service level goals ("Goals") apply to Internet Ports, Private Ports, and Enhanced Ports (collectively, "CenturyLink IQ Networking Ports") purchased from CenturyLink pursuant to an agreement. If a Bandwidth Tier applies, Goals for CenturyLink IQ Networking Ports only apply to the portion of traffic that is within the contracted Bandwidth Tier and will not apply to the CenturyLink IQ Networking Port bandwidth usage that exceeds the Bandwidth Tier. The Goals associated with Latency, Packet Delivery, Jitter, and Black Hole Filtering are measured using monthly averages from the CenturyLink IP network and apply in the listed regions after the ports have been accepted for use. Individual circuit outages of MLPPP (NxDS1) bundles are not subject to the Network Availability or Reporting Goals. International Goals for Availability, Latency, Packet Delivery, and Jitter are appended to this SLA in Attachment 1.

(a) Network Availability. The availability of the Service ("Network Availability") is measured by "Network Downtime," which exists when a particular CenturyLink IQ Networking Port of Customer is unable to transmit and receive data. Network Downtime is measured from the time a trouble ticket is opened by CenturyLink in the CenturyLink trouble management system to the time the affected CenturyLink IQ Networking Port is again able to transmit and receive data. Network Availability for ports with Frame Partner Access or ATM Partner Access is only applicable if Customer provides ready access to associated routers for monitoring purposes.

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Region	Goal	Remedy (Credit is applied to MRC of the Affected Service)*
Intra U.S. Hawaii Alaska	100%	Each cumulative hour of Network Downtime qualifies Customer for a credit of one day's charges pro-rated from the MRC.

(b) Latency. The average network transit delay ("Latency") will be measured via roundtrip pings on an ongoing basis every five minutes to determine a consistent average monthly performance level for Latency at all the POPs within the region. Latency is calculated as follows:

$$\frac{\Sigma \text{ (Roundtrip Delay for POP-POP trunks)}}{\text{Total Number of POP-POP trunks}} = \text{Latency}$$

Region	Goal	Remedy (Credit is applied as a % of the MRC for the Affected Service)*		
North America				
Intra U.S.	42 ms	43 – 60 ms = 10%	61 – 80 ms = 25%	Greater than 80 ms = 50%
Hawaii Alaska	75 ms	76 – 95 ms = 10%	96 - 120 ms = 25%	Greater than 120 ms = 50%

*subject to requirements and limitations in Section 4

(c) Packet Delivery. Packet Delivery will be measured on an ongoing basis every five minutes to determine a consistent average monthly performance level for packets actually delivered between the POPs.

Region	Goal	Remedy (Credit is applied as a % of the MRC for the Affected Service)*		
Intra U.S. Hawaii Alaska	99.90%	99.01 % - 99.89% = 10%	90% - 99% = 25%	Less than 90% = 50%

(d) Jitter. Jitter is a measurement of the interpacket delay variance and packet loss in the CenturyLink IP network, which is measured by generating synthetic user datagram protocol (UDP) traffic. This Goal does not apply if the Internet Port is used in conjunction with DDoS Mitigation Service.

Region	Goal	Remedy (Credit is applied as a % of the MRC for the Affected Service)*		
Intra U.S.	2 ms	2.1 – 3 ms = 10%	3.1 – 4 ms = 25%	Greater than 4 ms = 50%
Hawaii Alaska	4 ms	4.1 – 5 ms = 10%	5.1 – 6 ms = 25%	Greater than 6 ms = 50%

(e) Reporting. The Reporting Goal is measured from the time a Network Downtime trouble ticket is opened to the time CenturyLink reports the Network Downtime to Customer by the agreed upon notification method. This Goal does not apply to Ports that use Ethernet Local Access.

Region	Goal	Remedy (Credit is applied to MRC of the Affected Service)*

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Intra U.S. Hawaii Alaska	10 minutes	Each failure to meet the Goal qualifies Customer for a credit of one day's charges pro-rated from the MRC, at a maximum of one such credit accrued per day.

(f) Installation. The Installation Goal measures the installation times for CenturyLink Provided Access ordered in conjunction with CenturyLink IQ Networking Ports only. The Installation Goal only applies if there are existing CenturyLink facilities in the location that supports the Affected Service. Installation is measured from the date CenturyLink Engineering accepts the CenturyLink Provided Access order. If Customer has a designated Key Port, the applicable Installation Goal shown below will apply to that Key Port, and the installation of related non-Key Ports will occur the later of: (i) within 10 business days after that Key Port's Start of Service Date; or (ii) within the normal Installation Goal for that Port, as measured from the date CenturyLink Engineering accepts the order. If no Key Port is designated, CenturyLink will follow normal installation intervals without special sequencing.

Region	Goal		Remedy (Credit is applied to MRC of the Affected Service)*
Intra U.S.	DS-1	22 business days	Each failure to meet the Goal qualifies Customer for a credit of one day's charges pro-rated from the MRC for each day beyond the applicable Goal until the CenturyLink Provided Access is installed, for a maximum of 15 days' charges.
	DS-3 OC-3 OC-12	33 business days	
	Ethernet 10 – 1000 Mbps	66 business days	
Hawaii Alaska	DS-1	22 business days	Each failure to meet the Goal qualifies Customer for a credit of one day's charges pro-rated from the MRC for each day beyond the applicable Goal until the CenturyLink Provided Access is installed, for a maximum of 15 days' charges.
	DS-3 OC-3 OC-12	43 business days	

(g) Black Hole Filtering. Once a suspected Distributed Denial of Service ("D/DoS") attack is determined to be valid, the Black Hole Filtering Goal is measured from the time CenturyLink receives permission and all necessary information from Customer to implement a null-route and the actual placement of a null-route on the affected destination IP address. The Black Hole Filtering Goal is only applicable to Internet Ports and the Internet Port portion of Enhanced Ports.

Region	Goal	Remedy (Credit is applied to MRC of the Affected Service)*
Intra U.S. Hawaii Alaska	15 minutes	Failure to implement a null routing within the Goal qualifies Customer for one day's charges pro-rated from the MRC of the Port of the Affected Service, up to a maximum of one such credit accrued per day.

3. Maintenance.

3.1 Network Normal Maintenance. "Normal Maintenance" means upgrades of hardware or software or upgrades to increase capacity. Normal Maintenance may temporarily degrade the quality of the Service, including possible outages. "Local Time" means the local time in the time zone in which an Affected Service is located. CenturyLink may change the maintenance window times upon posting to the website or other notice to Customer. CenturyLink will undertake Normal Maintenance during the hours and upon the prior notice time period stated below. International Maintenance hours are located in Attachment 1 to this SLA.

Region	Normal Maintenance Hours	Prior Notice
Intra U.S. Hawaii Alaska	Sunday, Tuesday, and Thursday mornings between the hours of 12:00 AM and 6:00 AM Local Time	10 business days

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3.2 Network Urgent Maintenance. "Urgent Maintenance" means efforts to correct network conditions that are likely to cause a material Service outage and that require immediate action. Urgent Maintenance may degrade the quality of the Services, including possible outages. Such effects related to Urgent Maintenance will entitle Customer to service credits as set forth in this SLA. CenturyLink may undertake Urgent Maintenance at any time deemed necessary and will provide notice of Urgent Maintenance to Customer as soon as is commercially practicable under the circumstances.

*subject to requirements and limitations in Section 4

4. General.

4.1 Remedies. To be eligible for service credits, Customer must be in good standing with CenturyLink and current in its obligations. To receive service credits, Customer must contact the Customer Service Center at 1-800-860-1020 and submit the relevant trouble ticket information within 30 calendar days from the date when the relevant SLA Goal was not met. CenturyLink will determine the credits provided to Customer by applying the applicable remedies set forth in this SLA. A credit will be applied only to the month in which the event giving rise to the credit occurred. The credits will apply to the MRCs of the Affected Service after application of all discounts and do not apply to MRCs of other services, including but not limited to CenturyLink Provided Access. The maximum service credits for CenturyLink IQ Networking Service or Dedicated Hosting Collocation Service issued in any one calendar month will not exceed: (a) for Goals related to Network Availability, Reporting, Installation, and Black Hole Filtering, seven days' charges pro-rated from the MRC of the Affected Service; or (b) for Goals not listed in (a), 50% of the MRCs of the Affected Service less any credits calculated under (a). In no event will the total credit, in the aggregate for all credits issued in one month for CenturyLink IQ Networking Service or Dedicated Hosting Collocation Service exceed the equivalent of 50% of the relevant MRCs for the Affected Service. Cumulative credits in any one month must exceed $25.00 to be processed. If Customer fails to notify CenturyLink in the manner set forth above with respect to the applicable SLA credits, Customer will have waived its right to such SLA credits for that month.

4.2 Limitations. This SLA will not apply, and Customer will not be entitled to receive a credit or exercise a termination right under this SLA, for any event that adversely impacts the Service that is caused by: (a) the acts or omissions of Customer, its employees, contractors or agents or its end users; (b) the failure or malfunction of equipment, applications or systems not owned or controlled by CenturyLink or its International Service Providers; (c) Force Majeure Events; (d) scheduled service maintenance, alteration or implementation; (e) the unavailability of required Customer personnel, including as a result of failure to provide CenturyLink with accurate, current contact information; (f) CenturyLink's lack of access to the Customer premises where reasonably required to restore the Service; (g) Customer's failure to release the Service for testing or repair and continuing to use the Service on an impaired basis; (h) CenturyLink's termination of Service for Cause or Customer's use of Service in an unauthorized or unlawful manner; or (i) improper or inaccurate network specifications provided by Customer.

4.3 Customer Termination Rights. In the Intra U.S., Hawaii, and Alaska regions, Customer may terminate the Affected Service without Cancellation Charges if, in any single calendar month: (a) Network Downtime exists for at least 24 hours in the aggregate; or (b) Network Downtime exists for a period of at least eight consecutive hours. Customer may terminate the Affected Service by providing written notice to the Customer Service Center with a courtesy copy to the attention of CenturyLink's General Counsel within 20 days after either one of the Network Downtime events described in subsections (a) or (b) above occur. Such termination will be effective 45 days after receipt of written notice by CenturyLink. For all other regions, Customer may terminate the Affected Service without early termination charges if CenturyLink is unable to restore the Affected Service to meet the Goals herein within a 60 day cure period. The 60 day cure period will begin after a trouble ticket is opened. Customer may terminate the Affected Service by providing written notice to the Customer Service Center with a courtesy copy to the attention of CenturyLink's General Counsel within 20 days after the 60 day

cure period ends. Such termination will be effective upon receipt of written notice by CenturyLink of termination from Customer, unless Customer requests Service to be continued during a transition period and establishes a new termination date. Customer is responsible for all Service charges until the termination date. If Customer fails to notify CenturyLink in the manner set forth in this section with respect to the applicable termination right, Customer will have waived its right to terminate the Affected Service.

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EXHIBIT B, SERVICE LEVEL AGREEMENTS

CENTURYLINK ON-NET LOCAL ACCESS
SERVICE LEVEL AGREEMENT
(not applicable to services offered under the CenturyLink Wholesale and Enhanced Services Agreements)

This Service Level Agreement ("SLA") only applies to On-Net Access circuits ("Service") ordered by CenturyLink's customer ("Customer") pursuant to a signed agreement ("Agreement") with CenturyLink Communications, LLC f/k/a Qwest Communications Company, LLC d/b/a CenturyLink QCC ("CenturyLink"). On April 1, 2014, Qwest Communications Company, LLC completed a name change to CenturyLink Communications, LLC. References in supporting agreements or other documents, to Qwest Communications Company, LLC or its predecessors are replaced with "CenturyLink Communications, LLC." Service terminates at CenturyLink's Minimum Point of Entry (MPOE) as determined by CenturyLink.

2. Definitions

"Calendar Month" refers to the period beginning at 12:00 midnight on the first day of a month and ending at 11:59 PM on the last day of that month.

2. Availability Objective

CenturyLink offers the following SLA for Service with a minimum one-year Service term. The SLA is effective as of the first day of the second month after initial installation and Customer acceptance of Service.

Customer will, subject to the terms, exclusions, and restrictions described in this SLA, be entitled to receive from CenturyLink a credit if the availability of a particular circuit ("Circuit Availability") for any Calendar Month falls below the percentage shown in the applicable credit schedule included in this section. CenturyLink guarantees the Circuit Availability only to the point to which CenturyLink can perform remote loop back testing, even if the demarcation point extends past such point. Service will for purposes of this document be deemed to be unavailable to Customer only if the circuit ("Affected Circuit") is subject to an interruption (other than as noted in this SLA) that results in the total disruption of the Service ("Outage").

The credit ("Outage Credit") to which Customer may be entitled under this section will be equal to the applicable credit percentage identified in the table below of Customer's monthly recurring charges ("MRCs") for the Affected Circuit after application of any credits or discounts ("Eligible Circuit Charges"). The Outage Credit will not include credits on any other MRCs charged to Customer for any other service.

Circuit Availability Percentage is calculated as follows:

$$\left[\frac{(\text{Applicable Days in Calendar Month} \times 24 \times 60) - (\text{Minutes of Outage on Affected Circuit in Calendar Month})}{(\text{Applicable Days in Calendar Month} \times 24 \times 60)} \times 100\right]$$

For purposes of measuring Customer's Circuit Availability, the CenturyLink Trouble Management System determines the number of minutes of an Outage. An Outage will be deemed to commence upon verifiable notification thereof by Customer to the CenturyLink Trouble Management System, and CenturyLink's issuance of a trouble ticket. An Outage will conclude upon the restoration of the Affected Circuit as evidenced by the appropriate network tests conducted by CenturyLink.

Credit Schedule for Service		
Circuit Availability		Amount of Credit (as a % of the Eligible Circuit Charges for the Affected Circuit)
Upper Level	Lower Level	
100%	99.999%	0%
< 99.999%	99.99%	5%
< 99.99%	99.9%	10%
< 99.9%	99.5%	25%
< 99.5%	0%	50%

Subject to the terms, exclusions and restrictions described in this SLA, in the event Customer experiences chronic Outages with respect to any circuit, Customer will be entitled to terminate the Affected Circuit. A circuit suffers from chronic Outages if such circuit, measured over any Calendar Month, experiences more than five Outages, or more than 48 aggregate hours of Outages. Customer may as its sole and exclusive remedy for chronic Outages, upon 30 days' prior written notice to CenturyLink, terminate the Affected Circuit without incurring any termination charges associated with that Affected Circuit except for all usage charges accrued to the date of termination. Customer must exercise any termination right available to it under this section within 30 days after Customer first becomes

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eligible to exercise the termination right. In the event Customer fails to comply with the condition set forth in the immediately preceding sentence, Customer will, with respect to the termination right, have waived its right to such termination right.

3. Terms and Conditions

CenturyLink is offering Service in accordance with the applicable CenturyLink agreement. In the event of a conflict between the terms of this document and the Rate and Services Schedule or applicable CenturyLink agreement, the terms of this document will control.

To be eligible for an Outage Credit under this SLA, Customer must, in addition to complying with the other terms included in this SLA, (i) be in good standing with CenturyLink and current in their obligations, other than those invoices that are recognized as being in dispute, and (ii) submit necessary supporting documentation and request reimbursement or credits hereunder within 30 days of the Outage resolution. In the event Customer fails to comply with the condition set forth in the immediately preceding sentence, Customer will, with respect to that remedy, have waived its right to such remedy.

CenturyLink will determine the Outage Credits provided to Customer by totaling the eligible Outage minutes throughout the Calendar Month on an Affected Circuit, subject to the restrictions and exclusions in this SLA. Outage Credits for any Calendar Month must exceed $25.00 to be processed. In no case will CenturyLink provide credit to Customer for an Affected Circuit that exceeds the monthly recurring charge or the stated applicable maximum credit percentage. Customer may receive Outage Credits for a particular Affected Circuit for a maximum of four months in any 12-month period.

CenturyLink will give notice to Customer of any scheduled maintenance as early as is practicable and a scheduled outage will under no circumstances be viewed as an Outage hereunder.

The remedies included in this SLA are Customer's sole and exclusive remedies for disruption of Service and will apply in lieu of any other Service interruption guarantee or credit, outage guarantee or credit or performance credit for which Customer might have otherwise been eligible. If Customer receives an Outage Credit, Customer is not entitled to receive any other credit that may be available under the local access service provided or ordered by CenturyLink on behalf of Customer for the Affected Circuit in that Calendar Month.

Except as provided in this SLA, the objectives and related remedies set forth herein will not apply to CenturyLink services other than the Service.

4. Restrictions and Exclusions

An Outage will not be deemed to have occurred if the Service is unavailable or impaired due to any of the following:

(n) Interruptions on a circuit that is not an "Accepted Circuit" where an Accepted Circuit is one that CenturyLink and Customer have tested and mutually agree is working as ordered following provisioning of an order or change order;
(o) Interruptions caused by the negligence, error or omission of Customer or others authorized by Customer to use or modify Service;
(p) Interruptions due to failure of power at Customer premises or failure or poor performance of Customer's premises equipment;
(q) Interruptions during any period in which CenturyLink or its agents are not afforded access to the premises where Service is terminated, provided such access is reasonably necessary to prevent a degradation or to restore Service;
(r) Interruptions during any period when CenturyLink has posted on the CenturyLink Web site or communicated to Customer in any other manner that Customer's Service will be unavailable for maintenance or rearrangement purposes, or Customer has released Service to CenturyLink for the installation of a customer service order;
(s) Interruptions during any period when Customer elects not to release the circuit for testing and/or repair and continues to use it on an impaired basis;
(t) Interruptions resulting from force majeure events beyond the reasonable control of CenturyLink including, but not limited to, acts of God, government regulation, labor strikes, national emergency or war (declared or undeclared);
(u) Interruptions resulting from Customer's use of Service in an unauthorized or unlawful manner;
(v) Interruptions resulting from a CenturyLink disconnect for Customer's breach of a term set forth in the Agreement pursuant to which CenturyLink is providing Service to Customer;
(w) Interruptions resulting from incorrect, incomplete or inaccurate orders from Customer;
(x) Interruptions due to improper or inaccurate network specifications provided by Customer;
(y) Interruptions resulting from a failure of a carrier other than CenturyLink providing local access circuits; or
(z) Special configurations of the Service that have been mutually agreed to by CenturyLink and Customer; provided, however, CenturyLink may provide a separate service level agreement to Customer for those special configurations.

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EXHIBIT C, INFORMATION TECHNOLOGY PROVISIONS

This Exhibit regarding **Information Technology Provisions** (the "Exhibit") is an essential part of the Contract between the State and Contractor as described in the Contract to which this Exhibit is attached. Unless the context clearly requires a distinction between the Contract and this Exhibit, all references to "Contract" shall include this Exhibit.

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1. PROTECTION OF SYSTEM DATA

A. In addition to the requirements of the main body of this Contract, if Contractor or any Subcontractor is given access to State Information Technology resources or State Records by the State or its agents in connection with Contractor's performance under the Contract, Contractor shall protect such Information Technology resources and State Records in accordance with this Exhibit. The Parties agree that Contractor will not be deemed to have access to State Information Technology resources or State Records when the State transmits, stores, or accesses State systems thru the use of data transport services provided by Contractor. State will be responsible for applying encryption, as required under applicable laws, for data that is transmitted, received, accessed or stored thru use of data transport services provided by Contractor. All provisions of this Exhibit that refer to Contractor shall apply equally to any Subcontractor performing work in connection with the Contract.

B. The terms of this Exhibit shall apply to the extent that Contractor's obligations under this Contract include the provision of Information Technology goods or services to the State. Information Technology is computer-based equipment and related services designed for the storage, manipulation, and retrieval of data, and includes, without limitation:

i. Any technology, equipment, or related services described in §24-37.5-102(2), C.R.S.;

ii. The creation, use, processing, disclosure, transmission, or disposal of State Records, including any data or code, in electronic form; and

iii. Other existing or emerging technology, equipment, or related services that may require knowledge and expertise in Information Technology.

C. Contractor shall, and shall cause its Subcontractors to meet all of the following:

i. Provide physical and logical protection for all hardware, software, applications, and data that meets or exceeds industry standards and the requirements of this Contract.

ii. Maintain network, system, and application security, which includes, but is not limited to, network firewalls, intrusion detection (host and network), annual security testing, and improvements or enhancements consistent with evolving industry standards.

iii. Comply with State and federal rules and regulations related to overall security, privacy, confidentiality, integrity, availability, and auditing.

iv. Provide that security is not compromised by unauthorized access to workspaces, computers, networks, software, databases, or other physical or electronic environments.

v. Promptly report all Incidents, including Incidents that do not result in unauthorized disclosure or loss of data integrity, to a designated representative of the State's Office of Information Security ("OIS").

vi. Comply with all rules, policies, procedures, and standards issued by the Governor's Office of Information Technology ("OIT"), including change management, project lifecycle methodology and governance, technical standards, documentation, and other requirements posted at www.oit.state.co.us/about/policies.

D. Subject to Contractor's reasonable access security requirements and upon reasonable prior notice, Contractor shall provide the State with scheduled access for the purpose of inspecting and monitoring access and use of State Records, maintaining State systems, and evaluating physical and logical security control effectiveness.

E. Contractor shall perform current background checks in a form reasonably acceptable to the State on all of its respective employees and agents performing services or having access to State Records provided under this Contract, including any Subcontractors or the employees of Subcontractors. A background check performed within 30 days prior to the date such employee or agent begins performance or obtains access to State Records shall be deemed to be current.

i. Upon request, Contractor shall provide notice to a designated representative for the State indicating that background checks have been performed. Such notice will inform the State of any action taken in response to such background checks, including any decisions not to take action in response to negative information revealed by a background check.

ii. If Contractor will have access to Federal Tax Information under the Contract, Contractor shall agree to the State's requirements regarding Safeguarding Requirements for Federal Tax Information and shall comply with the background check requirements defined in IRS Publication 1075 and §24-50-1002, C.R.S.

2. DATA HANDLING

A. Contractor may not maintain or forward these State Records to or from any other facility or location, except for the authorized and approved purposes of backup and disaster recovery purposes, without the prior written consent of the

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State. Contractor may not maintain State Records in any data center or other storage location outside the United States for any purpose without the prior express written consent of OIS.

B. Contractor shall not allow remote access to State Records from outside the United States, including access by Contractor's employees or agents, without the prior express written consent of OIS. Contractor shall communicate any request regarding non-U.S. access to State Records to the Security and Compliance Representative for the State. The State shall have sole discretion to grant or deny any such request.

C. Upon request by the State made any time prior to 60 days following the termination of this Contract for any reason, whether or not the Contract is expiring or terminating, Contractor shall make available to the State a complete download file of all State data.

i. This download file shall be made available to the State within 10 Business Days of the State's request, shall be encrypted and appropriately authenticated, and shall contain, without limitation, all State Records, Work Product, and system schema and transformation definitions, or delimited text files with documents, detailed schema definitions along with attachments in its native format.

ii. Upon the termination of Contractor's provision of data processing services, Contractor shall, as directed by the State, return all State Records provided by the State to Contractor, and the copies thereof, to the State or destroy all such State Records and certify to the State that it has done so. If any legal obligation imposed upon Contractor prevents it from returning or destroying all or part of the State Records provided by the State to Contractor, Contractor shall guarantee the confidentiality of all State Records provided by the State to Contractor and will not actively process such data anymore. Contractor shall not interrupt or obstruct the State's ability to access and retrieve State Records stored by Contractor.

D. The State retains the right to use the established operational services to access and retrieve State Records stored on Contractor's infrastructure at its sole discretion and at any time. Upon request of the State or of the supervisory authority, Contractor shall submit its data processing facilities for an audit of the measures referred to in this Exhibit in accordance with the terms of this Contract.

3. DELIVERY AND ACCEPTANCE

A. Contractor shall provide and maintain a quality assurance system acceptable to the State for any Work or Deliverables under this Contract and shall provide to the State only such Work or Deliverables that have been inspected and found to conform to the specifications identified in this Contract and any applicable solicitation, bid, offer, or proposal from which this Contract results.

B. Contractor's delivery of any Work or Deliverables to the State shall constitute certification that such Work or Deliverable has been determined to conform to the applicable specifications, and Contractor shall make records of such quality assurance available to the State upon request during the term of the Contract or at any time within three years following expiration or termination of the Contract.

C. For any Work or Deliverables other than the purchase or license of commercially available goods or software, acceptance of the Work or Deliverable shall require affirmative written communication from the State to the Contractor that such Work or Deliverable has been accepted by the State. Such communication shall be provided within a reasonable time period from the delivery of the Work or Deliverable and shall not be unreasonably delayed or withheld. Acceptance by the State shall be final, except in cases of Contractor's failure to conduct proper quality assurance, latent defects that could not reasonably have been detected upon delivery, or Contractor's gross negligence or willful misconduct.

4. WARRANTY

A. Notwithstanding the acceptance of any Work or Deliverable, or the payment of any invoice for such Work or Deliverable, Contractor warrants that any Work or Deliverable provided by Contractor under this Contract shall be free from material defects and shall function in material accordance with the applicable specifications. Contractor warrants that any Work or Deliverable shall be, at the time of delivery, free from any harmful or malicious code, including without limitation viruses, malware, spyware, ransomware, or other similar function designed to interfere with or damage the normal operation of Information Technology resources. Contractor's warranties under this section shall apply to any defects or material nonconformities discovered within 180 days following delivery of any Work or Deliverable.

B. Upon notice during the warranty term of any defect or material nonconformity, Contractor shall submit to the State in writing within 10 business days of the notice one or more recommendations for corrective action with sufficient documentation for the State to ascertain the feasibility, risks, and impacts of each recommendation. The State's remedy for such defect or material non-conformity shall be:

i. Contractor shall re-perform, repair, or replace such Work or Deliverable in accordance with any recommendation chosen by the State. Contractor shall deliver, at no additional cost to the State, all documentation required under the Contract as applicable to the corrected Work or Deliverable; or

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ii. Contractor shall refund to the State all amounts paid for such Work or Deliverable, as well as pay to the State any additional amounts reasonably necessary for the State to procure alternative goods or services of substantially equivalent capability, function, and performance.

C. Any Work or Deliverable delivered to the State as a remedy under this section shall be subject to the same quality assurance, acceptance, and warranty requirements as the original Work or Deliverable. The duration of the warranty for any replacement or corrected Work or Deliverable shall run from the date of the corrected or replacement Work or Deliverable.

5. COMPLIANCE

A. In addition to the compliance obligations imposed by the main body of the Contract, Contractor shall comply with:

i. All Colorado Office of Information Security (OIS) policies and procedures which OIS has issued pursuant to §§24-37.5-401 through 406, C.R.S. and 8 CCR §1501-5 and posted at http://oit.state.co.us/ois

ii. All information security and privacy obligations imposed by any federal, state, or local statute or regulation, or by any specifically incorporated industry standards or guidelines, as applicable based on the classification of the data relevant to Contractor's performance under the Contract. Such obligations may arise from:

a. Health Information Portability and Accountability Act (HIPAA)

b. IRS Publication 1075

c. Payment Card Industry Data Security Standard (PCI-DSS)

d. FBI Criminal Justice Information Service Security Addendum

e. CMS Minimum Acceptable Risk Standards for Exchanges

f. Electronic Information Exchange Security Requirements and Procedures For State and Local Agencies Exchanging Electronic Information With The Social Security Administration

iii. Contractor shall comply with and adhere to Section 508 of the U.S. Rehabilitation Act of 1973, as amended, and §§24-85-101, et seq., C.R.S. Contractor shall 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 and available at https://www.w3.org/TR/WCAG21/.

B. Contractor shall implement and maintain all appropriate administrative, physical, technical, and procedural safeguards necessary and appropriate to ensure compliance with the standards and guidelines applicable to Contractor's performance under the Contract.

C. Contractor shall allow the State reasonable access and shall provide the State with information reasonably required to assess Contractor's compliance. Such access and information shall include:

i. An annual SOC2 Type II audit including, at a minimum, the Trust Principles of Security, Confidentiality, and Availability, or an alternative audit recommended by OIS; or

ii. The performance of security audit and penetration tests, as requested by OIS.

D. To the extent Contractor controls or maintains information systems used in connection with State Records, Contractor will provide OIS with the results of all security assessment activities when conducted on such information systems, including any code-level vulnerability scans, application level risk assessments, and other security assessment activities as required by this Contract or reasonably requested by OIS. Contractor will make reasonable efforts to remediate any vulnerabilities or will request a security exception from the State. The State will work with Contractor and OIS to prepare any requests for exceptions from the security requirements described in this Contract and its Exhibits, including mitigating controls and other factors, and OIS will consider such requests in accordance with their policies and procedures referenced herein.

6. TRANSITION OF SERVICES

Upon request by the State prior to expiration or earlier termination of this Contract or any Services provided in this Contract, Contractor shall provide reasonable and necessary assistance to accomplish a complete transition of the Services from Contractor to the State or any replacement provider designated solely by the State without any interruption of or adverse impact on the Services. Contractor shall cooperate fully with the State or any successor provider and shall promptly take all steps required to assist in effecting a complete

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transition of the Services designated by the State. All services related to such transition shall be performed at no additional cost beyond what would be paid for the Services in this Contract.

7. LICENSE OR USE AUDIT RIGHTS

A. To the extent that Contractor, through this Contract or otherwise as related to the subject matter of this Contract, has granted to the State any license or otherwise limited permission to use any Contractor Property, the terms of this section shall apply.

B. Contractor shall have the right, at any time during and throughout the Contract Term, but not more than once per Fiscal Year, to request via written notice in accordance with the notice provisions of the Contract that the State audit its use of and certify as to its compliance with any applicable license or use restrictions and limitations contained in this Contract (an "Audit Request"). The Audit Request shall specify the time period to be covered by the audit, which shall not include any time periods covered by a previous audit. The State shall complete the audit and provide certification of its compliance to Contractor ("Audit Certification") within 120 days following the State's receipt of the Audit Request.

C. If upon receipt of the State's Audit Certification, the Parties reasonably determine that: (i) the State's use of licenses, use of software, use of programs, or any other use during the audit period exceeded the use restrictions and limitations contained in this Contract ("Overuse") and (ii) the State would have been or is then required to purchase additional maintenance and/or services ("Maintenance"), Contractor shall provide written notice to the State in accordance with the notice provisions of the Contract identifying any Overuse or required Maintenance and request that the State bring its use into compliance with such use restrictions and limitations.

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EXHIBIT D, BILLING/ INVENTORY/ PERFORMANCE REPORTS

Control Center is a free, secure, self-service portal to help you efficiently manage your products and services, check order status, view, analyze, and pay bills, manage paperless billing, submit and manage repair tickets, manage alerts for billing, order status, and ticketing.

Navigation in the portal is divided into the 7 functional areas outlined below:

- **Admin:** Create and manage secure profiles for your enterprise users; customize views for your users (by account, product, or function); manage accounts
- **Orders:** Order new services; view order status and timeline for completion; request changes to your services
- **Services:** Access and manage your services (e.g., local services, network services, security products, toll free, SIP trunk)
- **Monitoring:** Monitor the health of your network by using our robust reporting options; run usage reports for voice services
- **Billing:** View invoices and CSR data online; sign up for paperless billing; pay your bills online; run billing reports with Bill Analyst
- **Support:** Create and monitor repair tickets, configuration requests, and other tickets; communicate with your technician through work log notes; request circuit tests; view scheduled maintenance events
- **Shop:** Check for available services; learn more about Lumen services; create and manage quotes

Billing Reports:

From Control Center, you can access Bill Analyst from the "Billing" tab to view summary or detail reports to track and analyze your telecom spending data. With your billing data, you can view standard reports or create custom reports to:

- rank telecom expenses as a budget item
- allocate costs across multiple departments or locations
- track calling patterns
- share costs with other departments
- consolidate statements
- align hierarchies, markups, and cost allocations
- allocate automatically
- check for errors

You can schedule to automatically receive a detail report once a month; select the delivery format you prefer and choose how you and your colleagues will be notified when a detail report is ready to view.

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Exhibit E, SAMPLE OPTION LETTER

State Agency Governor's Office of Information Technology	**Option Letter Number** Insert the Option Number (e.g. "1" for the first option)
Contractor Insert Contractor's Full Legal Name, including "Inc.", "LLC", etc...	**Original Contract Number** Insert CMS number or Other Contract Number of the Original Contract
Current Contract Maximum Amount Initial Term State Fiscal Year 20xx $0.00 Extension Terms State Fiscal Year 20xx $0.00 State Fiscal Year 20xx $0.00 State Fiscal Year 20xx $0.00 State Fiscal Year 20xx $0.00 Total for All State Fiscal Years $0.00	**Option Contract Number** Insert CMS number or Other Contract Number of this Option **Contract Performance Beginning Date** The later of the Effective Date or Month Day, Year **Current Contract Expiration Date** Month Day, Year

8. OPTIONS:

A. Option to extend for an Extension Term
B. Option to change the quantity of Goods under the Contract
C. Option to change the quantity of Services under the Contract
D. Option to modify Contract rates
E. Option to initiate next phase of the Contract

9. REQUIRED PROVISIONS:

A. **For use with Option 1(A):** In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option for an additional term, beginning Insert start date and ending on the current contract expiration date shown above, at the rates stated in the Original Contract, as amended.

B. **For use with Options 1(B and C):** In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option to Increase/Decrease the quantity of the Goods/Services or both at the rates stated in the Original Contract, as amended.

C. **For use with Option 1(D):** In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option to modify the Contract rates specified in Exhibit/Section Number/Letter. The Contract rates attached to this Option Letter replace the rates in the Original Contract as of the Option Effective Date of this Option Letter.

D. **For use with Option 1(E):** In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option to initiate Phase indicate which Phase: 2, 3, 4, etc, which shall begin on Insert start date and end on Insert ending date at the cost/price specified in Section Number.

E. **For use with all Options that modify the Contract Maximum Amount:** The Contract Maximum Amount table on the Contract's Signature and Cover Page is hereby deleted and replaced with the Current Contract Maximum Amount table shown above.

10. OPTION EFFECTIVE DATE:

A. The effective date of this Option Letter is upon approval of the State Controller or , whichever is later.

STATE OF COLORADO Jared S. Polis, GOVERNOR Governor's Office of Information Technology Theresa Szscurek, Ph.D., Chief Information Officer and Executive Director By: _____ □ Brenda Berlin, Deputy Chief Information Officer and Chief Financial Officer □ Laura Calder, Deputy Chief Financial Officer Date: _____	In accordance with §24-30-202 C.R.S., this Option is not valid until signed and dated below by the State Controller or an authorized delegate. **STATE CONTROLLER** **Robert Jaros, CPA, MBA, JD** By:_____ Name of Agency or IHE Delegate-Please delete if contract will be routed to OSC for approval Option Effective Date:_____

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Exhibit F, AFFILIATES

Lumen services are provided through affiliated companies. In some instances, our documents may include references to "CenturyLink" or names of other Lumen affiliated entities. All references to CenturyLink or other affiliated entities mean "Lumen" for purposes of our contract. The Lumen Contract and/or the applicable Service Exhibits attached thereto will identify and be executed by the Lumen affiliate contracting for and/or providing the services.

Qwest Corporation d/b/a CenturyLink QC Services.
This entity provides Analog Lines, PRI, DSS, HSI, MEL's and other regulated services in the major markets in Colorado including Denver Metro, Colorado Springs, and Fort Collins.

Qwest Communications Corporation d/b/a CENTURYLINK COMMUNICATIONS, LLC
This entity provides unregulated Long Distance, Toll Free, IQ Networking, Contact Center, IQ SIP Trunk, Fiber+ and other unregulated services in Colorado.

The language in this Exhibit G applies to the above referenced Services listed under Qwest Corporation d/b/a CenturyLink QC Services under this Contract.

Qwest Corporation d/b/a CenturyLink QC Services

Addition of Services provided by **Qwest Corporation d/b/a CenturyLink QC Services. This Section only applies to the following Services provided by QC: CenturyLink QC Bulk Rated Intergrated Service Digital Network Primary Rate Service and High Speed Internet Service**

1 **Filing Concurrence.** Centurylink QC may be required to submit this Contract, Service Exhibits, Pricing Attachments, and any subsequent addenda for Service to certain regulatory agencies for approval because the Rates or certain other terms are being offered on an individual case basis ("ICB"). Although the general terms and conditions of this Contract are effective on the Contract Effective Date, those service-specific Rates and/or terms, and conditions that require filing with or approval by regulatory agencies ("ICB Terms") will not become effective for a given jurisdiction until the filing and approval requirements for that jurisdiction are fulfilled. Service will be offered in accordance with the applicable Tariff until the ICB terms become effective. If The State receives reduced pricing under a Pricing Attachment and a regulatory agency later invalidates the ICB Terms after they became effective, The State will pay Centurylink QC any difference in the amounts listed in the applicable Tariff for the Service and the amounts The State was charged for the Service. When approved by the regulatory agencies, The State may add additional quantities of Services under the same terms and conditions with no further filing required. In the event a regulatory agency does not approve the ICB Terms, the parties will enter into good faith negotiations to mutually resolve the failure to receive the necessary approval. The subject Service Exhibit, Pricing Attachment, and subsequent addenda containing the ICB Terms will remain in effect in all other jurisdictions. Each Service Exhibit or subsequent addenda will explain which Rates or terms are ICB.

2. Clauses for CenturyLink QC RSS No. 1 Services. The clauses in this section apply only to the CenturyLink QC Service Exhibits stating that service is offered out of CenturyLink QC RSS No. 1.

2.1 Jurisdiction. The State understands that Service is an interstate telecommunications service, as defined by Federal Communications Commission regulations and represents that during the Term, more than 10% of its usage will be interstate usage.

2.2 Construction and Funding Approval. CenturyLink QC may assess separate Construction charges if facilities are not available to meet an order for Service and CenturyLink QC constructs facilities under one or more of the following circumstances: (a) if the amount of The State's expected payments over the term of the Contract does not exceed CenturyLink QC's calculated cost of providing the Service plus its expected rate of return; (b) The State requests that Service be furnished using a type of facility, or via a route that CenturyLink QC would not normally utilize in providing the requested Service; (c) more facilities are requested than would normally be required to satisfy an order; and (d) The State requests that Construction be expedited, resulting in added cost to CenturyLink QC. Service provided under this Contract is subject to Funding approval and that approval will be evidenced in the Funding Concurrence block on the Pricing Attachment. That approval will be granted at the sole discretion of CenturyLink QC. In the event contract documents are signed, under which The State is ordering Service for which Funding is not approved, CenturyLink QC will cooperate with The State in good faith to develop an alternative service solution if Funding cannot be achieved on the contracted solution and CenturyLink QC may immediately terminate, without

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penalty, the Pricing Attachment under which The State ordered the Service, when Funding of the contracted and alternate Service solutions is determined to not be possible.

2.3 Expedite. Any the State requests for CenturyLink QC to Expedite the delivery of Service before the standard or negotiated Service Due Date will be deemed an expedited order and Expedite charges will apply. Upon CenturyLink QC's receipt of an Expedite request from the State, the State and CenturyLink QC will mutually agree to a new Service Due Date.

2.4 Service Changes. The State may add, move, or upgrade each Service in a Pricing Attachment via an Amendment to this Contract. New Service and any addition, move, or upgrade to existing Service is subject to the terms of the RSS in effect when the Amendment to add, move, or upgrade existing Service is executed or for new Service when the new Service is installed. Existing terms and conditions will continue to apply to existing Service. But if an RSS change results in a conflict with the terms and conditions applicable to the Service, then the State must agree to an amendment modifying the terms and conditions before CenturyLink QC will provision the new Service or the additions, moves, or upgrades to existing Service.

2.5 Service Interruptions. Service interruption means a total disruption of the Service subject to restrictions and exclusions outlined in an SLA or in the RSS. Services with a Service-specific SLA are subject to the credit for service interruptions contained in the applicable SLA and described in the RSS posted at qwest.centurylink.com/legal. Services without a Service-specific SLA are subject to the credit for service interruptions contained in the RSS. The credits outlined in the SLAs or RSS are The State's sole and exclusive remedy for interruptions of any kind to the Service. CenturyLink QC may, from time to time, suspend Service for routine maintenance or rearrangement of facilities or equipment. CenturyLink QC will give advance notification of any such suspension of Service. Such suspension of Service is not considered an out-of-service condition unless Service is not restored by the end of the period specified in the notification.

2.6 Additional Payment Language.

(a) Rates, including Rates for optional features or functions, are set forth in each Pricing Attachment applicable to the Service. The Rates shown on each Pricing Attachment are for informational purposes. The State will receive the Rates in effect in the RSS on the Service Acceptance Date. CenturyLink QC will keep an archive of the RSS Web pages listing Rates, including dates of Rate changes. The State agrees that CenturyLink QC's archive is conclusive evidence in the event of a dispute.

(b) If The State requests items from the RSS for which charges do not appear in a Pricing Attachment, CenturyLink QC will inform The State of the charges at the time of the request, giving The State the opportunity to cancel the request, rather than incurring the charges. Those items may include, but are not limited to: (a) Expedites, including third-party charges incurred by CenturyLink QC in connection with the Expedite; (b) CPE; (c) Construction; (d) Termination Charges; (e) charges for labor, testing, or design changes: (f) inside wiring; and (g) additional administrative charges that may be applied for services not described on Pricing Attachments or for requests to provision Services in a manner inconsistent with CenturyLink QC's then-current practices. The State will pay such charges regardless of whether The State cancels Service or CenturyLink QC fails to deliver on the requested Expedite date, unless such failure was caused by CenturyLink QC.

(c) CenturyLink QC will require The State to accept Service by the end of the Grace Period, in which case CenturyLink QC will commence with regular monthly billing for the Service and The State agrees to pay for the billed Service. If The State has not accepted the Service by the end of the Grace Period, then CenturyLink QC may terminate the Service subject to the Termination section of this Contract.

2.7 The State Responsibilities. The State is responsible for the following:

(a) Access. The State will provide prompt access to its premises to CenturyLink QC authorized personnel and other authorized parties, responding to Service restoration, equipment failure, maintenance, or other relevant situations.

(b) On-Site Operations. All The State operations concerning Service at The State's premises will be performed at The State's expense, and The State will be required to conform to all applicable specifications that CenturyLink QC may adopt as necessary to maintain Service. Any special structural work required for supporting telecommunications facilities needed to provide Service on The State's premises will be provided only at The State's expense.

(c) The State will properly use the Service. The State will not itself or permit others to use the Service in ways it is not intended or alter, tamper with, adjust, or repair the Service.

2.8 QC RSS No. 1 Service Termination.

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(A)SERVICE; SERVICE EXHIBIT BEFORE SERVICE DUE DATE. **IF THE STATE CANCELS ORDER FOR SERVICE BEFORE THE SERVICE DUE DATE OR DOES NOT ACCEPT THE SERVICE BY THE CONCLUSION OF THE GRACE PERIOD, AND CENTURYLINK QC TERMINATES THE SERVICE AT THE END OF THE GRACE PERIOD, TERMINATION CHARGES WILL APPLY, INCLUDING THE FULL NRCS THAT WOULD HAVE OTHERWISE APPLIED AND ANY NON-REUSABLE AND NON-RECOVERABLE PORTIONS OF EXPENDITURES OR LIABILITIES, SUCH AS CONSTRUCTION CHARGES INCURRED EXCLUSIVELY ON BEHALF OF THE STATE BY CENTURYLINK QC AND NOT FULLY REIMBURSED BY NRCS.**

(B)SERVICE; SERVICE EXHIBIT AFTER SERVICE ACCEPTANCE DATE. **EITHER PARTY MAY TERMINATE AN INDIVIDUAL SERVICE ORDERED UNDER A SERVICE EXHIBIT AFTER THE SERVICE ACCEPTANCE DATE UNDER THE TERMS OF THE APPLICABLE SERVICE EXHIBIT. CENTURYLINK QC WILL WAIVE THE TERMINATION CHARGE IN EXCESS OF THE MINIMUM SERVICE PERIOD IF THE STATE TERMINATES DUE TO A MOVE OR UPGRADE OF ALL OR A PORTION OF SERVICE AND ALL OF THE FOLLOWING CONDITIONS ARE MET ("WAIVER POLICY"):**

(i)The State must have satisfied the Minimum Service Period for the existing Service or be subject to the Termination Charge applicable to the unexpired portion of the Minimum Service Period;

(ii)The State must agree to a new service term and Minimum Service Period for the new service;

(iii)The total value of the new Service must be equal to or greater than 115% of the remaining value of the Service being terminated. NRCs and Construction charges will not contribute toward the 115% calculation;

(iv)The request to disconnect the existing Service and the request for the new service are received by CenturyLink QC at the same time and both requests must reference this Waiver Policy;

(v)For ATM, FR, and Metro Ethernet, the new Service installation due date must be within 30 days of the due date of the disconnection of the existing Service, unless the installation is delayed by CenturyLink QC; for SHNS, SST, GeoMax, and HDTV-NET the new Service installation due date must be on or before the due date of the disconnection of the existing Service, unless the installation is delayed by CenturyLink QC;

(vi)The State agrees to pay all outstanding MRCs and NRCs for existing Service;

(vii)The NRCs in effect at the time the Service is moved or upgraded will apply to the move or upgrade; and

(viii)This Waiver Policy only applies to moves or upgrades to other CenturyLink QC services that are subject to a CenturyLink QC Tariff or the QC RSS.

43.2.9CenturyLink QC RSS No. 1 Service Definitions.

"Construction" means when Service may not be available due to facilities limitations and it is necessary for CenturyLink QC to construct facilities.

"Demarcation Point" means the CenturyLink QC designated: (a) physical interface between the CenturyLink QC Domestic Network and The State's telecommunications equipment; or (b) physical interface between a third-party carrier connecting the CenturyLink QC Domestic Network to The State's telecommunications equipment. "CenturyLink QC Domestic Network" means the CenturyLink QC operated facilities located within CenturyLink QC's 14-state local service area (those states are listed in the opening paragraph of this Contract) and which consists of transport POPs, physical media, switches, circuits and/or ports that are operated solely by CenturyLink QC.

"Expedite" means The State's request to CenturyLink QC to provision a Service more quickly than the CenturyLink QC standard or negotiated interval for which an additional Expedite charge will apply.

"Funding" means The State charges over the term of a Service contract that covers CenturyLink QC's calculated costs for providing Service and it's expected rate of return when network infrastructure is not available to provide Service to The State.

"Grace Period" means a period of 30 business days from the later of the Service Due Date or the date when Service is made available to the The State, and during which the applicable Service will be held available for The State upon The State's request.

"Minimum Service Period" means 12 months following the Service Acceptance Date, as evidenced by CenturyLink QC records. In the case of Frame Relay, this means 6 months following the Service Acceptance Date.

"Pricing Attachment" means each document containing Service Rates, Term, and location-specific information, all of which are incorporated by this reference and made a part of each Service Exhibit.

"Rates" means the MRCs and NRCs for the Service.

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"Service Acceptance Date" means the date The State accepts the Service and billing commences, as evidenced by CenturyLink QC records.

"Service Due Date" means the date CenturyLink QC makes the Service available to The State for testing.

"SONET" means Synchronous Optical Network.

"Termination Charge" means the termination charges detailed in the Service Exhibits.

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EXHIBIT G, HIPAA BUSINESS ASSOCIATE AGREEMENT

This HIPAA Business Associate Agreement ("Agreement") between the State and Contractor is agreed to in connection with, and as an exhibit to, the Contract. For purposes of this Agreement, the State is referred to as "Covered Entity" and the Contractor is referred to as "Business Associate". Unless the context clearly requires a distinction between the Contract and this Agreement, all references to "Contract" shall include this Agreement.

1. **Purpose**

Covered Entity wishes to disclose information to Business Associate, which may include Protected Health Information ("PHI"). The Parties intend to protect the privacy and security of the disclosed PHI in compliance with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Pub. L. No. 104-191 (1996) as amended by the Health Information Technology for Economic and Clinical Health Act ("HITECH Act") enacted under the American Recovery and Reinvestment Act of 2009 ("ARRA") Pub. L. No. 111–5 (2009), implementing regulations promulgated by the U.S. Department of Health and Human Services at 45 C.F.R. Parts 160, 162 and 164 (the "HIPAA Rules") and other applicable laws, as amended. Prior to the disclosure of PHI, Covered Entity is required to enter into an agreement with Business Associate containing specific requirements as set forth in, but not limited to, Title 45, Sections 160.103, 164.502(e) and 164.504(e) of the Code of Federal Regulations ("C.F.R.") and all other applicable laws and regulations, all as may be amended.

2. **Definitions**

The following terms used in this Agreement shall have the same meanings as in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.
The following terms used in this Agreement shall have the meanings set forth below:

a. Business Associate. "Business Associate" shall have the same meaning as the term "business associate" at 45 C.F.R. 160.103, and shall refer to Contractor.

b. Covered Entity. "Covered Entity" shall have the same meaning as the term "covered entity" at 45 C.F.R. 160.103, and shall refer to the State.

c. Information Technology and Information Security. "Information Technology" and "Information Security" shall have the same meanings as the terms "information technology" and "information security", respectively, in §24-37.5-102, C.R.S.

Capitalized terms used herein and not otherwise defined herein or in the HIPAA Rules shall have the meanings ascribed to them in the Contract.

3. **Obligations and Activities of Business Associate**

a. Permitted Uses and Disclosures.

i. Business Associate shall use and disclose PHI only to accomplish Business Associate's obligations under the Contract.

i. To the extent Business Associate carries out one or more of Covered Entity's obligations under Subpart E of 45 C.F.R. Part 164, Business Associate shall comply with any and all requirements of Subpart E that apply to Covered Entity in the performance of such obligation.

ii. Business Associate may disclose PHI to carry out the legal responsibilities of Business Associate, provided, that the disclosure is Required by Law or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that:

A. the information will remain confidential and will be used or disclosed only as Required by Law or for the purpose for which Business Associate originally disclosed the information to that person, and;

B. the person notifies Business Associate of any Breach involving PHI of which it is aware.

iii. Business Associate may provide Data Aggregation services relating to the Health Care Operations of Covered Entity. Business Associate may de-identify any or all PHI **created or** received by Business Associate under this Agreement, provided the de-identification conforms to the requirements of the HIPAA Rules.

b. Minimum Necessary. Business Associate, its Subcontractors and agents, shall access, use, and disclose only the minimum amount of PHI necessary to accomplish the objectives of the Contract, in accordance with the Minimum Necessary Requirements of the HIPAA Rules including, but not limited to, 45 C.F.R. 164.502(b) and 164.514(d).

c. Impermissible Uses and Disclosures.

i. Business Associate shall not disclose the PHI of Covered Entity to another covered entity without the written authorization of Covered Entity.

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ii. Business Associate shall not share, use, disclose or make available any Covered Entity PHI in any form via any medium with or to any person or entity beyond the boundaries or jurisdiction of the United States without express written authorization from Covered Entity.

d. Business Associate's Subcontractors.

i. Business Associate shall, in accordance with 45 C.F.R. 164.502(e)(1)(ii) and 164.308(b)(2), ensure that any Subcontractors who create, receive, maintain, or transmit PHI on behalf of Business Associate agree in writing to the same restrictions, conditions, and requirements that apply to Business Associate with respect to safeguarding PHI.

ii. Business Associate shall provide to Covered Entity, on Covered Entity's request, a list of Subcontractors who have entered into any such agreement with Business Associate.

iii. Business Associate shall provide to Covered Entity, on Covered Entity's request, copies of any such agreements Business Associate has entered into with Subcontractors with written approval from an authorized representive of the Subcontractor.

e. Access to System. If Business Associate needs access to a Covered Entity Information Technology system to comply with its obligations under the Contract or this Agreement, Business Associate shall request, review, and comply with any and all policies applicable to Covered Entity regarding such system including, but not limited to, any policies promulgated by the Office of Information Technology and available at http://oit.state.co.us/about/policies. Any such access to relevant Information Technology systems and the corresponding applicability of Covered Entity policies shall be set forth in the relevant Statement of Work.

f. Access to PHI. Business Associate shall, within ten days of receiving a written request from Covered Entity, make available PHI in a Designated Record Set to Covered Entity as necessary to satisfy Covered Entity's obligations under 45 C.F.R. 164.524.

g. Amendment of PHI.

i. Business Associate shall within ten days of receiving a written request from Covered Entity make any amendment to PHI in a Designated Record Set as directed by or agreed to by Covered Entity pursuant to 45 C.F.R. 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 C.F.R. 164.526.

ii. Business Associate shall promptly forward to Covered Entity any request for amendment of PHI that Business Associate receives directly from an Individual.

h. Accounting Rights. Business Associate shall, within ten days of receiving a written request from Covered Entity, maintain and make available to Covered Entity the information necessary for Covered Entity to satisfy its obligations to provide an accounting of Disclosure under 45 C.F.R. 164.528.

i. Restrictions and Confidential Communications.

i. Business Associate shall restrict the Use or Disclosure of an Individual's PHI within ten days of notice from Covered Entity of:

A. a restriction on Use or Disclosure of PHI pursuant to 45 C.F.R. 164.522; or

B. a request for confidential communication of PHI pursuant to 45 C.F.R. 164.522.

ii. Business Associate shall not respond directly to an Individual's requests to restrict the Use or Disclosure of PHI or to send all communication of PHI to an alternate address.

iii. Business Associate shall refer such requests to Covered Entity so that Covered Entity can coordinate and prepare a timely response to the requesting Individual and provide direction to Business Associate.

j. Governmental Access to Records. Business Associate shall make its facilities, internal practices, books, records, and other sources of information, including PHI, available to the Secretary for purposes of determining compliance with the HIPAA Rules in accordance with 45 C.F.R. 160.310.

k. Audit, Inspection and Enforcement.

i. Where applicable and identified in a Task Order, Business Associate shall obtain and update at least annually a written assessment performed by an independent third party reasonably acceptable to Covered Entity, which evaluates the Information Security of the applications, infrastructure, and processes that interact with the Covered Entity data Business Associate receives, manipulates, stores and distributes. Upon request by Covered Entity, Business Associate shall provide to Covered Entity the executive summary of the assessment. Business Associate, upon the request of Covered Entity, shall fully cooperate with Covered Entity's efforts to audit Business Associate's compliance with applicable HIPAA Rules. If, through audit or inspection, Covered Entity determines that Business Associate's conduct would result in violation of the HIPAA Rules or is in violation of the Contract or this Agreement, Business Associate shall promptly remedy any such violation and shall certify completion of its remedy in writing to Covered Entity.

l. Appropriate Safeguards.

i. Business Associate shall use appropriate safeguards and comply with Subpart C of 45 C.F.R. Part 164 with respect to electronic PHI to prevent use or disclosure of PHI other than as provided in this Agreement.

ii. Business Associate shall safeguard the PHI from tampering and unauthorized disclosures.

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iii. Business Associate shall maintain the confidentiality of passwords and other data required for accessing this information.

iv. Business Associate shall extend protection beyond the initial information obtained from Covered Entity to any databases or collections of PHI containing information derived from the PHI. The provisions of this section shall be in force unless PHI is de-identified in conformance to the requirements of the HIPAA Rules.

m. Safeguard During Transmission.

i. Where applicable and identified in a Task Order, Business Associate shall use reasonable and appropriate safeguards including, without limitation, Information Security measures to ensure that all transmissions of PHI are authorized and to prevent use or disclosure of PHI other than as provided for by this Agreement.

ii. Business Associate shall not transmit PHI over the internet or any other insecure or open communication channel unless the PHI is encrypted or otherwise safeguarded with a FIPS-compliant encryption algorithm.

n. Reporting of Improper Use or Disclosure and Notification of Breach.

i. Business Associate shall, as soon as reasonably possible, but immediately after discovery of a Breach, notify Covered Entity of any use or disclosure of PHI not provided for by this Agreement, including a Breach of Unsecured Protected Health Information as such notice is required by 45 C.F.R. 164.410 or a breach for which notice is required under §24-73-103, C.R.S.

ii. Such notice shall include the identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, or disclosed during such Breach.

iii. Business Associate shall, as soon as reasonably possible, but immediately after discovery of any Security Incident that does not constitute a Breach, notify Covered Entity of such incident.

iv. Business Associate shall have the burden of demonstrating that all notifications were made as required, including evidence demonstrating the necessity of any delay.

o. Business Associate's Insurance and Notification Costs.

i. Business Associate shall bear all costs of a HIPAA Breach response under this agreement including, without limitation, notifications, and shall maintain insurance to cover:

A. loss of PHI data;

B. Breach notification requirements specified in HIPAA Rules and in §24-73-103, C.R.S.; and

C. claims based upon alleged violations of privacy rights through improper use or disclosure of PHI.

ii. All such policies shall meet or exceed the minimum insurance requirements of the Contract or otherwise as may be approved by Covered Entity (e.g., occurrence basis, combined single dollar limits, annual aggregate dollar limits, additional insured status, and notice of cancellation).

iii. Business Associate shall provide Covered Entity a point of contact who possesses relevant Information Security knowledge and is accessible 24 hours per day, 7 days per week to assist with incident handling.

iv. Business Associate, to the extent practicable, shall mitigate any harmful effect known to Business Associate of a Use or Disclosure of PHI by Business Associate in violation of this Agreement.

p. Subcontractors and Breaches.

i. Business Associate shall enter into a written agreement with each of its Subcontractors and agents, who create, receive, maintain, or transmit PHI on behalf of Business Associate. The agreements shall require such Subcontractors and agents to report to Business Associate any use or disclosure of PHI not provided for by this Agreement, including Security Incidents and Breaches of Unsecured Protected Health Information, on the first day such Subcontractor or agent knows or should have known of the Breach as required by 45 C.F.R. 164.410.

ii. Business Associate shall notify Covered Entity of any such report and shall provide copies of any such agreements to Covered Entity on request.

q. Data Ownership.

i. Business Associate acknowledges that Business Associate has no ownership rights with respect to the PHI.

ii. Upon request by Covered Entity, Business Associate immediately shall provide Covered Entity with any keys to decrypt information that the Business Association has encrypted and maintains in encrypted form, or shall provide such information in unencrypted usable form.

r. Retention of PHI. Except upon termination of this Agreement as provided in **Section** 5, below, Business Associate and its Subcontractors or agents shall retain all PHI throughout the term of this Agreement, and shall continue to maintain the accounting of disclosures required under Section 3.h, above, for a period of six years**.**

4. **Obligations of Covered Entity**

b. Safeguards During Transmission. Covered Entity shall be responsible for using appropriate safeguards including encryption of PHI, to maintain and ensure the confidentiality, integrity, and security of PHI transmitted pursuant to this Agreement, in accordance with the standards and requirements of the HIPAA Rules.

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c. Notice of Changes.

i. Covered Entity maintains a copy of its Notice of Privacy Practices on its website. Covered Entity shall provide Business Associate with any changes in, or revocation of, permission to use or disclose PHI, to the extent that it may affect Business Associate's permitted or required uses or disclosures.

ii. Covered Entity shall notify Business Associate of any restriction on the use or disclosure of PHI to which Covered Entity has agreed in accordance with 45 C.F.R. 164.522, to the extent that it may affect Business Associate's permitted use or disclosure of PHI.

5. **Termination**

d. Breach.

i. In addition to any Contract provision regarding remedies for breach, Covered Entity shall have the right, in the event of a breach by Business Associate of any provision of this Agreement, to terminate immediately the Contract, or this Agreement, or both.

ii. Subject to any directions from Covered Entity, upon termination of the Contract, this Agreement, or both, Business Associate shall take timely, reasonable, and necessary action to protect and preserve property in the possession of Business Associate in which Covered Entity has an interest.

b. Effect of Termination.

i. Upon termination of this Agreement for any reason, Business Associate, at the option of Covered Entity, shall return or destroy all PHI that Business Associate, its agents, or its Subcontractors maintain in any form, and shall not retain any copies of such PHI.

ii. If Covered Entity directs Business Associate to destroy the PHI, Business Associate shall certify in writing to Covered Entity that such PHI has been destroyed.

iii. If Business Associate believes that returning or destroying the PHI is not feasible, Business Associate shall promptly provide Covered Entity with notice of the conditions making return or destruction infeasible. Business Associate shall continue to extend the protections of Section 3 of this Agreement to such PHI, and shall limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible.

6. **Injunctive RelieF**

Covered Entity and Business Associate agree that irreparable damage would occur in the event Business Associate or any of its Subcontractors or agents use or disclosure of PHI in violation of this Agreement, the HIPAA Rules or any applicable law. Covered Entity and Business Associate further agree that money damages would not provide an adequate remedy for such Breach. Accordingly, Covered Entity and Business Associate agree that Covered Entity shall be entitled to injunctive relief, specific performance, and other equitable relief to prevent or restrain any Breach or threatened Breach of and to enforce specifically the terms and provisions of this Agreement.

7. **Limitation of Liability**

Any provision in the Contract limiting Contractor's liability shall not apply to Business Associate's liability under this Agreement. A maximum liability under this HIPAA agreement will be Six times 12 months of monthly recurring charges or $25 Million, whichever is higher.

8. **Disclaimer**

Covered Entity makes no warranty or representation that compliance by Business Associate with this Agreement or the HIPAA Rules will be adequate or satisfactory for Business Associate's own purposes. Business Associate is solely responsible for all decisions made and actions taken by Business Associate regarding the safeguarding of PHI.

9. **Certification**

Covered Entity has a legal obligation under HIPAA Rules to certify as to Business Associate's Information Security practices. Where applicable and identified in a Task Order**,** Covered Entity or its authorized agent or contractor shall have the right to examine Business Associate's facilities, systems, procedures, and records, at Covered Entity's expense, if Covered Entity determines that examination is necessary to certify that Business Associate's Information Security safeguards comply with the HIPAA Rules or this Agreement.

10. **Amendment**

e. Amendment to Comply with Law. The Parties acknowledge that state and federal laws and regulations relating to data security and privacy are rapidly evolving and that amendment of this Agreement may be required to provide procedures to ensure compliance with such developments.

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i. In the event of any change to state or federal laws and regulations relating to data security and privacy affecting this Agreement, the Parties shall take such action as is necessary to implement the changes to the standards and requirements of HIPAA, the HIPAA Rules and other applicable rules relating to the confidentiality, integrity, availability and security of PHI with respect to this Agreement.

ii. Business Associate shall provide to Covered Entity written assurance satisfactory to Covered Entity that Business Associate shall adequately safeguard all PHI, and obtain written assurance satisfactory to Covered Entity from Business Associate's Subcontractors and agents that they shall adequately safeguard all PHI

iii. Upon the request of either Party, the other Party promptly shall negotiate in good faith the terms of an amendment to the Contract embodying written assurances consistent with the standards and requirements of HIPAA, the HIPAA Rules, or other applicable rules.

iv. Covered Entity may terminate this Agreement upon 30 days' prior written notice in the event that:

A. Business Associate does not promptly enter into negotiations to amend the Contract and this Agreement when requested by Covered Entity pursuant to this Section; or

B. Business Associate does not enter into an amendment to the Contract and this Agreement, which provides assurances regarding the safeguarding of PHI sufficient, in Covered Entity's sole discretion, to satisfy the standards and requirements of the HIPAA, the HIPAA Rules and applicable law.

b. Amendment of Appendix. The Appendix to this Agreement may be modified or amended by the mutual written agreement of the Parties, without amendment of this Agreement. Any modified or amended Appendix agreed to in writing by the Parties shall supersede and replace any prior version of the Appendix.

11. **Assistance in Litigation or Administrative Proceedings**

Covered Entity shall provide written notice to Business Associate if litigation or administrative proceeding is commenced against Covered Entity, its directors, officers, or employees, based on a claimed violation by Business Associate of HIPAA, the HIPAA Rules or other laws relating to security and privacy or PHI. Upon receipt of such notice and to the extent requested by Covered Entity, Business Associate shall, and shall cause its employees, Subcontractors, or agents assisting Business Associate in the performance of its obligations under the Contract to, assist Covered Entity in the defense of such litigation or proceedings. Business Associate shall, and shall cause its employees, Subcontractor's and agents to, provide assistance, to Covered Entity, which may include testifying as a witness at such proceedings. Business Associate or any of its employees, Subcontractors or agents shall not be required to provide such assistance if Business Associate is a named adverse party.

12. **Interpretation and Order of Precedence**

Any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with the HIPAA Rules. In the event of an inconsistency between the Contract and this Agreement, this Agreement shall control. This Agreement supersedes and replaces any previous, separately executed HIPAA business associate agreement between the Parties.

13. **Survival**

Provisions of this Agreement requiring continued performance, compliance, or effect after termination shall survive termination of this contract or this agreement and shall be enforceable by Covered Entity.

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APPENDIX _____ TO HIPAA BUSINESS ASSOCIATE AGREEMENT

This Appendix ("Appendix") to the HIPAA Business Associate Agreement ("Agreement") is s an appendix to the Contract and the Agreement. For the purposes of this Appendix, defined terms shall have the meanings ascribed to them in the Agreement and the Contract.

Unless the context clearly requires a distinction between the Contract, the Agreement, and this Appendix, all references to "Contract" or "Agreement" shall include this Appendix.

1. **Purpose**

This Appendix sets forth additional terms to the Agreement. Any sub-section of this Appendix marked as "Reserved" shall be construed as setting forth no additional terms.

2. **Additional Terms**

f. **Additional** Permitted Uses. In addition to those purposes set forth in the Agreement, Business Associate may use PHI for the following additional purposes:

i. Reserved.

g. Additional Permitted Disclosures. In addition to those purposes set forth in the Agreement, Business Associate may disclose PHI for the following additional purposes:

ii. Reserved.

c. Approved Subcontractors. Covered Entity agrees that the following Subcontractors or agents of Business Associate may receive PHI under the Agreement:

i. Reserved.

d. Definition of Receipt of PHI. Business Associate's receipt of PHI under this Contract shall be deemed to occur, and Business Associate's obligations under the Agreement shall commence, as follows:

i. Reserved.

e. Additional Restrictions on Business Associate. Business Associate agrees to comply with the following additional restrictions on Business Associate's use and disclosure of PHI under the Contract:

i. Reserved.

f. Additional Terms. Business Associate agrees to comply with the following additional terms under the Agreement:

i. Reserved.

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EXHIBIT H
ACCEPTABLE USE POLICY

LUMEN'S ACCEPTABLE USE POLICY

This Acceptable Use Policy ("AUP") defines acceptable practices relating to the use of Lumen's network, websites, systems, facilities, products and services (collectively, the "Services") by Lumen customers and by users that have gained access to the Services through customer accounts (collectively, "Users"). The Services must be used in a manner that is consistent with the intended purpose of the Services and the terms of the applicable agreement with Lumen. By using the Services, Users consent to be bound by the terms of this AUP. For purposes of this AUP, "Lumen" includes CenturyLink Communications, LLC and all other affiliates, including direct and indirect subsidiaries of Lumen, Inc. Your use of Lumen Services must comply with Lumen's copyright policy.

Prohibited Conduct

- **General.** Users will not use the Services to transmit, distribute or store material in a manner that: (a) violates any applicable law or regulation; (b) may adversely affect the Services or Users; (c) may expose Lumen to criminal or civil liability or (d) violate, infringe upon or otherwise misappropriate any third party rights, including intellectual property rights, rights of publicity and privacy rights. Users are prohibited from facilitating the violation of any part of this AUP or applicable third-party policies, including, but not limited to transmitting, distributing, or otherwise making available any product or service that violates this AUP or another provider's policy.
- **Inappropriate Content.** Users will not use the Services to transmit, distribute or store material that Lumen reasonably determines is inappropriate, obscene, indecent, defamatory, libelous, tortious, threatening, abusive, hateful, or excessively violent. Users will also not use the Services to host terrorist-related web sites, including sites that advocate human violence and hate crimes based upon religion, ethnicity, or country of origin.
- **Intellectual Property.** Material accessible through the Services may be subject to protection under privacy, publicity, or other personal rights and intellectual property rights, including but not limited to, copyrights and laws protecting patents, trademarks, trade secrets or other proprietary information. Users will not use the Services in any manner that would infringe, dilute, misappropriate, or otherwise violate any such rights. If a domain name is used with any of the Services, it may not be used in violation of the trademark, service mark, or other rights of any third party.
- **Harmful Content.** Users will not use the Services to transmit, distribute or store material that may be harmful to or interfere with the Services or any third party's networks, systems, services, or websites. Such prohibited harmful content includes, but is not limited to, viruses, worms, or Trojan horses, root kits, password crackers, adware, and key stroke capture programs.
- **Fraudulent/Misleading Content.** Users will not use the Services to transmit or distribute material containing fraudulent offers for goods or services, or any advertising or promotional materials that contain false, deceptive, or misleading statements, claims, or representations. In addition, Users are prohibited from submitting any false or inaccurate data on any order form, contract or online application, including the fraudulent use of credit cards.
- **Email and Unsolicited Messages.** Users will not use the Services to (i) transmit unsolicited e-mail messages, including, without limitation, unsolicited bulk email, where such emails could reasonably be expected to provoke complaints, and (ii) send e-mail messages which are excessive and/or intended to harass or annoy others ("Spam"). Further, Users are prohibited from using the service of another provider to send Spam to promote a site hosted on or connected to the Services. In addition, Users will not use the Services to (a) continue to send e-mail messages to a recipient that has indicated that he/she does not wish to receive them, (b) send e-mail with forged TCP/IP packet header information, (c) send malicious e-mail, including, without limitation, "mail-bombing", (d) send or receive e-mail messages in a manner that violates the use policies of any other Internet service provider, or (e) use an e-mail box exclusively as a storage space for data.
- **Third Party Rules; Usenet.** Users will not use the Services in violation of the rules, guidelines or agreements associated with search engines, subscription Web services, chat areas, bulletin boards, Web pages, USENET, or other services accessed via the Services.
- **Inappropriate Actions.** Users will not use the Services to conduct activities that may be harmful to or interfere with the Services, a User's terminal session or any third party's networks, systems, services, or websites. Users will not engage in any activities designed to harass, or that will preclude or interfere with the use of Service (e.g., synchronized number sequence attacks) by any other User on the Lumen network or on another provider's network. In addition, Users will not use the Service (a) by any means or device to avoid payment; (b) to access User's account or Lumen Services after User has terminated User's account; (c) on behalf of persons or firms listed in the Spamhaus Register of Known Spam Operations database at www.spamhaus.org; or (d) to engage in phishing activities. Users will not use the Service to engage in any activities that may interfere with the ability of others to access or use the Service or the Internet.
- **Illegal Use:** Customer will not use the Services in a manner that constitutes illegal activities, including but not limited to, death threats, terroristic threats, threats of harm to another individual, multi-level marketing schemes, HYIP or Ponzi schemes, invasion of privacy, credit card fraud, racketeering, defamation, slander, child pornography and violations of the Child Protection Act of 1984, or any other applicable law.

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- **Security Breaches and Obligations.** Users are prohibited from violating or attempting to violate the security of the Services or the computers, accounts, or networks of another party, including but not limited to, circumventing the user authentication or security of any host, network or account. Users will not use the Services to cause security breaches or disruptions of Internet communication and/or connectivity. Security breaches include, but are not limited to, accessing data, accounts or systems without authorization or logging into a server or account that the Customer is not expressly authorized to access and denial of service attacks. Disruptions include port scans, flood pings, email-bombing, packet spoofing, IP spoofing, forged routing information. Customer must use reasonable care in keeping its software on the Lumen's servers up-to-date and patched with the latest security updates.
- **IP Allocation.** Users are prohibited from using IP addresses not originally allocated for use or on unassigned VLANs or servers. All IP Addresses are currently owned and registered to Lumen and are non-transferable. Customer retains no ownership or transfer rights.

Rights of Lumen

- Lumen may suspend or terminate Service of any User which Lumen believes has violated any element of this AUP. Lumen will suspend Service for violation of the AUP on the most limited basis as Lumen determines is reasonably practical under the circumstances to address the underlying violation. Lumen will attempt to notify Users via email or other method prior to suspending Service for violation of the AUP; provided, however, Lumen may suspend Service without notice if Lumen becomes aware of a violation of any applicable law or regulation or activity, including but not limited to a violation of the AUP that exposes Lumen to criminal or civil liability or that exposes the Lumen network or Lumen customers' network or property to harm. Such harm to a network may include, but is not limited to, risk of having an IP address placed on blacklists. Lumen may take such further action as Lumen determines to be appropriate under the circumstances to eliminate or preclude repeat violations.
- Lumen reserves the right to take down any material—or otherwise block access thereto—created or accessible on or through the Services and suspend or terminate any User creating, storing or disseminating such material where Lumen becomes aware that the material violates this AUP and/or exposes Lumen to civil or criminal liability, including without limitation, under applicable copyright laws. Lumen reserves the right to avail itself to the safe harbor provisions of the Digital Millennium Copyright Act.
- Users are responsible for configuring their own systems to provide the maximum possible accountability. Lumen shall not be liable for any damage caused by such system configurations regardless of whether such configurations have been authorized or requested by Lumen. For example, Users should ensure there are clear "path" lines in news headers so that the originator of a post may be identified. Users should also configure their Mail Transport Agents (MTA) to authenticate (by look-up on the name or similar procedures) any system that connects to perform a mail exchange, and should generally present header data as clearly possible. As another example, Users should maintain logs of dynamically assigned IP addresses. Users are responsible for educating themselves and configuring their systems with at least basic security. Should systems at a User's site be violated, the User is responsible for reporting the violation and then fixing the exploited system. For instance, should a site be abused to distribute unlicensed software due to a poorly configured FTP (File Transfer Protocol) Server, the User is responsible for re-configuring the system to stop the abuse.
- Lumen reserves the right to cooperate with legal authorities and third parties in the investigation of any alleged wrongdoing related to this AUP, including the disclosure of the identity of the User that Lumen deems responsible for the wrongdoing. Lumen will not be liable for any damages of any nature suffered by any User, or any third party resulting in whole or in part from Lumen's exercise of its rights under this AUP.
- Lumen reserves the right to install and use, or to have you install and use, any appropriate devices to prevent violations of this Policy, including devices designed to filter or terminate access to the Service. By accepting and using the Service, Users consent to allowing Lumen to collect service information and routing information in the normal course of our business, and to use such information for general business purposes. Users may not use the Service to monitor any data, information or communications on any network or system without authorization. Users may not attempt to gain unauthorized access to the user accounts or passwords of other Users.
- In most cases, Lumen will notify Users of complaints received by Lumen regarding an alleged violation of this Policy. You agree to promptly investigate all such complaints and take all necessary actions to remedy any violations of this Policy. Lumen may inform the complainant that you are investigating the complaint and may provide the complainant with the necessary information to contact you directly to resolve the complaint. You shall identify a representative for the purposes of receiving such communications.
- Lumen reserves the right to modify this AUP in its discretion at any time. Such modifications will be effective upon posting, and use of the Services after such modification constitutes acceptance of such modifications.

Responsibility for Content

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Lumen takes no responsibility for any material created or accessible on or through the Services and will not exercise any editorial control over such material. Lumen is not obligated to monitor such material, but reserves the right to do so.

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Exhibit I
Pricing Summary

All Pricing Below is for illustrative purposes

1. Metro Ethernet:

Service Offering	Bandwidth	NEW Contract (60 month rates)			NEW TOTAL (60 mos.)
		Circuit	Proposed CPE/Pro Serv (includes install)	TMNS	
QC MOE 10/100	3 Mbps	$ 185.00	$ 290.00	$79.76	$ 554.76
QC MOE 10/100	5 Mbps	$ 195.00	$ 290.00	$79.76	$ 564.76
QC MOE 10/100	7 Mbps	$ 200.00	$ 290.00	$79.76	$ 569.76
QC MOE 10/100	10 Mbps	$ 215.00	$ 290.00	$79.76	$ 584.76
QC MOE 10/100	20 Mbps	$ 275.00	$ 290.00	$79.76	$ 644.76
QC MOE 10/100	30 Mbps	$ 300.00	$ 290.00	$79.76	$ 669.76
QC MOE 10/100	40 Mbps	$ 325.00	$ 290.00	$79.76	$ 694.76
QC MOE 10/100	50 Mbps	$ 345.00	$ 290.00	$79.76	$ 714.76
QC MOE 10/100	60 Mbps	$ 355.00	$ 290.00	$79.76	$ 724.76
QC MOE 10/100	70 Mbps	$ 375.00	$ 290.00	$79.76	$ 744.76
QC MOE 10/100	80 Mbps	$ 390.00	$ 290.00	$79.76	$ 759.76
QC MOE 10/100	90 Mbps	$ 400.00	$ 290.00	$79.76	$ 769.76
QC MOE 10/100	100 Mbps	$ 435.00	$ 300.00	$125.47	$ 860.47
QC MOE 1000 Mbps	100 Mbps	$ 435.00	$ 300.00	$125.47	$ 860.47
QC MOE 1000 Mbps	200 Mbps	$ 500.00	$ 300.00	$125.47	$ 925.47
QC MOE 1000 Mbps	300 Mbps	$ 550.00	$ 300.00	$125.47	$ 975.47
QC MOE 1000 Mbps	400 Mbps	$ 660.00	$ 300.00	$125.47	$ 1,085.47
QC MOE 1000 Mbps	500 Mbps	$ 750.00	$ 300.00	$125.47	$ 1,175.47
QC MOE 1000 Mbps	600 Mbps	$ 800.00	$ 300.00	$125.47	$ 1,225.47
QC MOE 1000 Mbps	700 Mbps	$ 860.00	$ 300.00	$125.47	$ 1,285.47
QC MOE 1000 Mbps	800 Mbps	$ 940.00	$ 300.00	$125.47	$ 1,365.47
QC MOE 1000 Mbps	900 Mbps	$ 1,075.00	$ 300.00	$125.47	$ 1,500.47
QC MOE 1000 Mbps	1000 Mbps	$ 1,390.00	$ 300.00	$125.47	$ 1,815.47
QC MOE 10GB	2000 Mbps	$ 2,000.00	$ 570.00	$230.72	$ 2,800.72

2. On Net MPLS:

Service Offering	Bandwidth	NEW Contract (60 month rates)				NEW TOTAL (60 mos.)
		Loop	Port	CPE/Pro Serv (includes install, config, mtce etc.)	TMNS	(fully managed)
MPLS IQ Private Port	3 Mbps	$111.00	$74.00	$290.00	$79.76	$554.76
MPLS IQ Private Port	5 Mbps	$117.00	$78.00	$290.00	$79.76	$564.76
MPLS IQ Private Port	7 Mbps	$120.00	$80.00	$290.00	$79.76	$569.76

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MPLS IQ Private Port	10 Mbps	$129.00	$86.00	$290.00	$79.76	$584.76
MPLS IQ Private Port	20 Mbps	$165.00	$110.00	$290.00	$79.76	$644.76
MPLS IQ Private Port	30 Mbps	$180.00	$120.00	$290.00	$79.76	$669.76
MPLS IQ Private Port	40 Mbps	$195.00	$130.00	$290.00	$79.76	$694.76
MPLS IQ Private Port	50 Mbps	$207.00	$138.00	$290.00	$79.76	$714.76
MPLS IQ Private Port	60 Mbps	$213.00	$142.00	$290.00	$79.76	$724.76
MPLS IQ Private Port	70 Mbps	$225.00	$150.00	$290.00	$79.76	$744.76
MPLS IQ Private Port	80 Mbps	$234.00	$156.00	$290.00	$79.76	$759.76
MPLS IQ Private Port	90 Mbps	$240.00	$160.00	$290.00	$79.76	$769.76
MPLS IQ Private Port	100 Mbps	$261.00	$174.00	$290.00	$79.76	$804.76
MPLS IQ Private Port	200 Mbps	$300.00	$200.00	$300.00	$125.47	$925.47
MPLS IQ Private Port	300 Mbps	$330.00	$220.00	$300.00	$125.47	$975.47
MPLS IQ Private Port	400 Mbps	$396.00	$264.00	$300.00	$125.47	$1,085.47
MPLS IQ Private Port	500 Mbps	$450.00	$300.00	$300.00	$125.47	$1,175.47
MPLS IQ Private Port	600 Mbps	$480.00	$320.00	$300.00	$125.47	$1,225.47
MPLS IQ Private Port	700 Mbps	$516.00	$344.00	$300.00	$125.47	$1,285.47
MPLS IQ Private Port	800 Mbps	$564.00	$376.00	$300.00	$125.47	$1,365.47
MPLS IQ Private Port	900 Mbps	$645.00	$430.00	$300.00	$125.47	$1,500.47
MPLS IQ Private Port	1000 Mbps	$834.00	$556.00	$300.00	$125.47	$1,815.47
MPLS IQ Private Port	10000 Mbps	$1,200.00	$800.00	$570.00	$230.72	$2,800.72

3. MPLS Off-Net

4. CenturyTel Metro Ethernet

CenturyTel Metro Ethernet Bandwidth	**NEW Contract (60 month rates)**			**NEW TOTAL (60 mos.)**
	Circuit	**Proposed CPE/Pro Serv (includes install)**	**TMNS**	
10 Mbps Enhanced Ethernet - Classic	$215.00	$290.00	$79.76	$584.76
20 Mbps Enhanced Ethernet - Classic	$275.00	$290.00	$79.76	$644.76
30 Mbps Enhanced Ethernet - Classic	$300.00	$290.00	$79.76	$669.76
40 Mbps Enhanced Ethernet - Classic	$325.00	$290.00	$79.76	$694.76
50 Mbps Enhanced Ethernet - Classic	$345.00	$290.00	$79.76	$714.76
60 Mbps Enhanced Ethernet - Classic	$355.00	$290.00	$79.76	$724.76
70 Mbps Enhanced Ethernet - Classic	$375.00	$290.00	$79.76	$744.76
80 Mbps Enhanced Ethernet - Classic	$390.00	$290.00	$79.76	$759.76
90 Mbps Enhanced Ethernet - Classic	$400.00	$290.00	$79.76	$769.76
100 Mbps Enhanced Ethernet - Classic	$435.00	$300.00	$125.47	$860.47
200 Mbps Enhanced Ethernet - Classic	$500.00	$300.00	$125.47	$925.47
300 Mbps Enhanced Ethernet - Classic	$550.00	$300.00	$125.47	$975.47

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400 Mbps Enhanced Ethernet - Classic	$660.00	$300.00	$125.47	$1,085.47
500 Mbps Enhanced Ethernet - Classic	$750.00	$300.00	$125.47	$1,175.47
600 Mbps Enhanced Ethernet - Classic	$800.00	$300.00	$125.47	$1,225.47
700 Mbps Enhanced Ethernet - Classic	$860.00	$300.00	$125.47	$1,285.47
800 Mbps Enhanced Ethernet - Classic	$940.00	$300.00	$125.47	$1,365.47
900 Mbps Enhanced Ethernet - Classic	$1,075.00	$300.00	$125.47	$1,500.47
1000 Mbps Enhanced Ethernet - Classic	$1,390.00	$300.00	$125.47	$1,815.47

5. **LUMEN MPLS (IPVPN AND VPLS) VPN SERVICE**

Service Offering	Bandwidth	NEW Contract (60 month rates)			Proposed NEW TOTAL (60 Mo)	One Time Charge
		Circuit*	Proposed CPE/Pro Serv (includes install, config, mtce etc.)	TMNS	(fully managed)	Professional Services for IPVPN Migrations**
MPLS IPVPN 10/100	3 Mbps	$185.00	$290.00	$79.76	$554.76	$1,000.00
MPLS IPVPN 10/100	5 Mbps	$195.00	$290.00	$79.76	$564.76	$1,000.00
MPLS IPVPN 10/100	7 Mbps	$200.00	$290.00	$79.76	$569.76	$1,000.00
MPLS IPVPN 10/100	10 Mbps	$215.00	$290.00	$79.76	$584.76	$1,000.00
MPLS IPVPN 10/100	20 Mbps	$275.00	$290.00	$79.76	$644.76	$1,000.00
MPLS IPVPN 10/100	30 Mbps	$300.00	$290.00	$79.76	$669.76	$1,000.00
MPLS IPVPN 10/100	40 Mbps	$325.00	$290.00	$79.76	$694.76	$1,000.00
MPLS IPVPN 10/100	50 Mbps	$345.00	$290.00	$79.76	$714.76	$1,000.00
MPLS IPVPN 10/100	60 Mbps	$355.00	$290.00	$79.76	$724.76	$1,000.00
MPLS IPVPN 10/100	70 Mbps	$375.00	$290.00	$79.76	$744.76	$1,000.00
MPLS IPVPN 10/100	80 Mbps	$390.00	$290.00	$79.76	$759.76	$1,000.00
MPLS IPVPN 10/100	90 Mbps	$400.00	$290.00	$79.76	$769.76	$1,000.00
MPLS IPVPN 10/100	100 Mbps	$435.00	$300.00	$125.47	$860.47	$1,000.00
MPLS IPVPN 1000 Mbps	100 Mbos	$435.00	$300.00	$125.47	$860.47	$1,000.00
MPLS IPVPN 1000 Mbps	100 Mbps	$435.00	$300.00	$125.47	$860.47	$1,000.00
MPLS IPVPN 1000 Mbps	200 Mbps	$500.00	$300.00	$125.47	$925.47	$1,000.00
MPLS IPVPN 1000 Mbps	300 Mbps	$550.00	$300.00	$125.47	$975.47	$1,000.00
MPLS IPVPN 1000 Mbps	400 Mbps	$660.00	$300.00	$125.47	$1,085.47	$1,000.00
MPLS IPVPN 1000 Mbps	500 Mbps	$750.00	$300.00	$125.47	$1,175.47	$1,000.00
MPLS IPVPN 1000 Mbps	600 Mbps	$800.00	$300.00	$125.47	$1,225.47	$1,000.00
MPLS IPVPN 1000 Mbps	700 Mbps	$860.00	$300.00	$125.47	$1,285.47	$1,000.00
MPLS IPVPN 1000 Mbps	800 Mbps	$940.00	$300.00	$125.47	$1,365.47	$1,000.00
MPLS IPVPN 1000 Mbps	900 Mbps	$1,075.00	$300.00	$125.47	$1,500.47	$1,000.00
MPLS IPVPN 1000 Mbps	1000 Mbps	$1,390.00	$300.00	$125.47	$1,815.47	$1,000.00
MPLS IPVPN 10GB	2000 Mbps	$2,000.00	$570.00	$230.72	$2,800.72	$1,000.00

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6. Dedicated Internet Pricing

Access Speed	Bandwidth (CDR)	Monthly Rate*
Fast Ethernet (100 Mbps)	10 Mbps	$275.00
Fast Ethernet (100 Mbps)	20 Mbps	$290.00
Fast Ethernet (100 Mbps)	30 Mbps	$315.00
Fast Ethernet (100 Mbps)	40 Mbps	$330.00
Gigabit Ethernet (1000 Mbps)	50 Mbps	$350.00
Gigabit Ethernet (1000 Mbps)	100 Mbps	$450.00
Gigabit Ethernet (1000 Mbps)	500 Mbps	$650.00
Gigabit Ethernet (1000 Mbps)	1000 Mbps	$800.00

Access Speed	Bandwidth (CDR)	Monthly Rate*
10-Gigabit Ethernet (10000 Mbps)	1000 Mbps	$1,000.00
10-Gigabit Ethernet (10000 Mbps)	2000 Mbps	$1,300.00
10-Gigabit Ethernet (10000 Mbps)	3000 Mbps	$1,800.00
10-Gigabit Ethernet (10000 Mbps)	5000 Mbps	$2,600.00
10-Gigabit Ethernet (10000 Mbps)	10000 Mbps	$3,800.00

7. Local Access

Service Address	Type of Local Access	Service Term (In Months)	Loop Speed	Circuit Speed	Local Access Net Rate MRC	Install NRC*
TBD	ELA Native- On Net	60	Ethernet	3 Mbps	$111.00	$0.00
TBD	ELA Native- On Net	60	Ethernet	5 Mbps	$117.00	$0.00
TBD	ELA Native- On Net	60	Ethernet	7 Mbps	$120.00	$0.00
TBD	ELA Native- On Net	60	Ethernet	10 Mbps	$129.00	$0.00
TBD	ELA Native- On Net	60	Fast Ethernet	10 Mbps	$129.00	$0.00
TBD	ELA Native- On Net	60	Fast Ethernet	20 Mbps	$165.00	$0.00
TBD	ELA Native- On Net	60	Fast Ethernet	30 Mbps	$180.00	$0.00
TBD	ELA Native- On Net	60	Fast Ethernet	40 Mbps	$195.00	$0.00
TBD	ELA Native- On Net	60	Fast Ethernet	50 Mbps	$207.00	$0.00
TBD	ELA Native- On Net	60	Fast Ethernet	60 Mbps	$213.00	$0.00
TBD	ELA Native- On Net	60	Fast Ethernet	70 Mbps	$225.00	$0.00
TBD	ELA Native- On Net	60	Fast Ethernet	80 Mbps	$234.00	$0.00
TBD	ELA Native- On Net	60	Fast Ethernet	90 Mbps	$240.00	$0.00
TBD	ELA Native- On Net	60	Fast Ethernet	100 Mbps	$261.00	$0.00
TBD	ELA Native- On Net	60	Gigabit Ethernet	100 Mbps	$261.00	$0.00

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TBD	ELA Native- On Net	60	Gigabit Ethernet	200 Mbps	$300.00	$0.00
TBD	ELA Native- On Net	60	Gigabit Ethernet	300 Mbps	$330.00	$0.00
TBD	ELA Native- On Net	60	Gigabit Ethernet	400 Mbps	$396.00	$0.00
TBD	ELA Native- On Net	60	Gigabit Ethernet	500 Mbps	$450.00	$0.00
TBD	ELA Native- On Net	60	Gigabit Ethernet	600 Mbps	$480.00	$0.00
TBD	ELA Native- On Net	60	Gigabit Ethernet	700 Mbps	$516.00	$0.00
TBD	ELA Native- On Net	60	Gigabit Ethernet	800 Mbps	$564.00	$0.00
TBD	ELA Native- On Net	60	Gigabit Ethernet	900 Mbps	$645.00	$0.00
TBD	ELA Native- On Net	60	Gigabit Ethernet	1000 Mbps	$834.00	$0.00
TBD	ELA Native- On Net	60	10G Ethernet	10000 Mbps	$1,200.00	$0.00

Service Address	Type of Local Access	Service Term (In Months)	Loop Speed	Circuit Speed	Local Access Net Rate MRC	Install NRC*
TBD	Special Access- Off Net	60	NxT1	3Mbps	$150.00	$0.00
TBD	Special Access- Off Net	60	NxT1	4.5Mbps	$300.00	$0.00
TBD	Special Access- Off Net	60	NxT1	6Mbps	$450.00	$0.00
TBD	Special Access- Off Net	60	NxT1	7.5Mbps	$600.00	$0.00
TBD	Special Access- Off Net	60	NxT1	9Mbps	$750.00	$0.00
TBD	Special Access- Off Net	60	NxT1	10.5Mbps	$900.00	$0.00
TBD	Special Access- Off Net	60	NxT1	12Mbps	$1,050.00	$0.00
TBD	Special Access- Off Net	60	DS-3	3 Mbps	$1,200.00	$0.00
TBD	Special Access- Off Net	60	DS-3	6 Mbps	$750.00	$0.00
TBD	Special Access- Off Net	60	DS-3	9 Mbps	$750.00	$0.00
TBD	Special Access- Off Net	60	DS-3	12 Mbps	$750.00	$0.00
TBD	Special Access- Off Net	60	DS-3	15 Mbps	$750.00	$0.00
TBD	Special Access- Off Net	60	DS-3	18 Mbps	$750.00	$0.00
TBD	Special Access- Off Net	60	DS-3	21 Mbps	$750.00	$0.00
TBD	Special Access- Off Net	60	DS-3	24 Mbps	$750.00	$0.00
TBD	Special Access- Off Net	60	DS-3	27 Mbps	$750.00	$0.00
TBD	Special Access- Off Net	60	DS-3	30 Mbps	$750.00	$0.00
TBD	Special Access- Off Net	60	DS-3	33 Mbps	$750.00	$0.00
TBD	Special Access- Off Net	60	DS-3	36 Mbps	$750.00	$0.00
TBD	Special Access- Off Net	60	DS-3	39 Mbps	$750.00	$0.00
TBD	Special Access- Off Net	60	DS-3	42 Mbps	$750.00	$0.00
TBD	Special Access- Off Net	60	DS-3	45 Mbps	$750.00	$0.00
TBD	Special Access- Off Net	60	OC-3	35 Mbps	$1,262.00	$0.00
TBD	Special Access- Off Net	60	OC-3	45 Mbps	$1,262.00	$0.00
TBD	Special Access- Off Net	60	OC-3	55 Mbps	$1,262.00	$0.00
TBD	Special Access- Off Net	60	OC-3	65 Mbps	$1,262.00	$0.00
TBD	Special Access- Off Net	60	OC-3	75 Mbps	$1,262.00	$0.00
TBD	Special Access- Off Net	60	OC-3	85 Mbps	$1,262.00	$0.00

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TBD	Special Access- Off Net	60	OC-3	95 Mbps	$1,262.00	$0.00
TBD	Special Access- Off Net	60	OC-3	105 Mbps	$1,262.00	$0.00
TBD	Special Access- Off Net	60	OC-3	115 Mbps	$1,262.00	$0.00
TBD	Special Access- Off Net	60	OC-3	125 Mbps	$1,262.00	$0.00
TBD	Special Access- Off Net	60	OC-3	135 Mbps	$1,262.00	$0.00
TBD	Special Access- Off Net	60	OC-3	145 Mbps	$1,262.00	$0.00
TBD	Special Access- Off Net	60	OC-3	155 Mbps	$1,262.00	$0.00
TBD	ELA Native- Off Net	60	Fast Ethernet	10 Mbps	$852.00	$0.00
TBD	ELA Native- Off Net	60	Fast Ethernet	20 Mbps	$982.00	$0.00
TBD	ELA Native- Off Net	60	Fast Ethernet	30 Mbps	$1,070.00	$0.00
TBD	ELA Native- Off Net	60	Fast Ethernet	40 Mbps	$1,168.00	$0.00
TBD	ELA Native- Off Net	60	Fast Ethernet	50 Mbps	$1,243.00	$0.00
TBD	ELA Native- Off Net	60	Fast Ethernet	60 Mbps	$1,341.00	$0.00
TBD	ELA Native- Off Net	60	Fast Ethernet	70 Mbps	$1,439.00	$0.00
TBD	ELA Native- Off Net	60	Fast Ethernet	80 Mbps	$1,515.00	$0.00
TBD	ELA Native- Off Net	60	Fast Ethernet	90 Mbps	$1,617.00	$0.00
TBD	ELA Native- Off Net	60	Fast Ethernet	100 Mbps	$1,710.00	$0.00
TBD	ELA Native- Off Net	60	Gigabit Ethernet	100 Mbps	$1,500.00	$0.00
TBD	ELA Native- Off Net	60	Gigabit Ethernet	200 Mbps	$1,500.00	$0.00
TBD	ELA Native- Off Net	60	Gigabit Ethernet	300 Mbps	$1,500.00	$0.00
TBD	ELA Native- Off Net	60	Gigabit Ethernet	400 Mbps	$1,500.00	$0.00
TBD	ELA Native- Off Net	60	Gigabit Ethernet	500 Mbps	$1,500.00	$0.00
TBD	ELA Native- Off Net	60	Gigabit Ethernet	600 Mbps	$1,500.00	$0.00
TBD	ELA Native- Off Net	60	Gigabit Ethernet	700 Mbps	$1,500.00	$0.00
TBD	ELA Native- Off Net	60	Gigabit Ethernet	800 Mbps	$1,500.00	$0.00
TBD	ELA Native- Off Net	60	Gigabit Ethernet	900 Mbps	$1,500.00	$0.00
TBD	ELA Native- Off Net	60	Gigabit Ethernet	1000 Mbps	$1,500.00	$0.00
TBD	ELA Native- Off Net	60	10 Gigabit Ethernet	10000 Mbps	$6,000.00	$0.00

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STATEMENT OF WORK
SOW CHANGE REQUEST FOR Colorado State Network (CSN) – Core upgrade 2022.

1. SOW CHANGE REQUEST OVERVIEW

This SOW Change Request 1 ("SOW Change Request") sets forth the changes to the above identified Statement of Work for the Services concerning the Colorado State Network (CSN) – Edge Upgrade 2022 ("Project") executed by Lumen and State of Colorado on >>Enter the effective date of the SOW<< ("SOW"). "Lumen" is defined for purposes of this SOW as CenturyLink Communications, LLC d/b/a Lumen Technologies Group or an affiliated entity as identified below. In the event of any inconsistencies between the terms of this or any prior SOW Change Request(s) and the SOW, the terms of this SOW Change Request will govern. Except as modified within this or a prior SOW Change Request, all the terms of the SOW will remain unchanged. Any capitalized term not defined will have the meaning assigned in the SOW or Agreement.

This SOW Change Request encompasses the following amended terms for the Services, which collectively will be defined as the "Change in Service".

2. CHANGES TO THE DESCRIPTION OF WORK

2.1. Change in Service to Scope

Lumen will perform the activities in this including the various reports ("Document Deliverables") as identified and described below ("Services"). All Services not identified in Section 2.1 are out of scope and would require a Change Order to be signed between the parties.

The current CSN WAN design is based on a combination of Metro Ethernet (ME) and iQ Private Port (MPLS) circuits connecting approximately 600 remote "Edge" sites to the CSN Core. Lumen's primary MPLS WAN offering is IPVPN and, the installed base of "iQ Private Port MPLS will be phased out over the next few years. Metro Ethernet will continue to be supported as a product and, as a transport method for delivering IPVPN MPLS services.

Upon completion of the Core upgrades, this SOW will define the scope and Services required to accomplish the following high-level objectives related to CSN Edge services.

1. Integrate IPVPN WAN services with the CSN Core architecture
2. Create standard edge router configurations for connecting to the new IPVPN-based CSN WAN
3. Provide a technical lead role for migrating up to fifty (50) Edge sites for up to three (3) separate State Agencies from the current CSN WAN architecture to the new IPVPN-based CSN WAN
4. Update CSN High-Level Design (HLD) document to describe technical details of the agreed upon final CSN IPVPN-based design
5. Provide formal knowledge transfer to Customer staff

Lumen will provide Senior Network Engineer and Senior Project Manager resources ("Consultants") to deliver the Services described in this SOW. Lumen Consultants will work in partnership with Customer resources to meet the project objective(s) and deliver the Services described in this SOW.

The Project will be organized into four (4) phases to create measurable milestones and describe the overall work effort, tasks and deliverables. The following project phases, detailed tasks and activities describe the Services to be delivered by Lumen to OIT to meet the project objectives.

Phase 1 - Planning and Discovery

The Planning and Discovery Phase formally kicks off the engagement and provides the opportunity for all parties to review project scope, set expectations and schedule the initial project tasks required to meet project objectives. Tasks and Services to be performed in Phase 1 include:

1. Schedule project kickoff meeting with Customer
2. Identify all project stakeholders and create project contact list
    a. Lumen Account team
    b. Lumen TMNS
    c. State of Colorado OIT
    d. Other
3. Review roles, responsibilities, and points of contact
    a. Primary customer contact
    b. Customer support staff
    c. Escalation resources
    d. 3rd party contacts
4. Identify target dates, timelines, milestones, and Customer expectations for the project
5. Lumen and Customer to review Change Management processes

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a. Standard maintenance windows
b. Documentation requirements
c. Approval procedures

6. Establish credentials for remote access connectivity to CSN and Datacenter networking environment(s)
    a. Submit order to install Lumen IQ VPN Extension service to Lumen office
    b. Submit to TMNS, list of implementation team members with required details to establish accounts with credentials
    c. Complete and submit forms in accordance with Customer security procedures
7. Plan and document any new IP Subnets that may be needed to facilitate the migration from the current architecture to the new IPVPN based CSN architecture
8. Collect equipment order info, ship dates, tracking numbers and maintenance contract numbers
9. Identify where new in-scope equipment will be shipped and plan for shipping
10. Identify recommended IOS software images to be deployed for Edge equipment:
    a. Cisco Catalyst 8200 series
    b. Cisco Catalyst 8300 series
    c. Cisco Catalyst 9500 series
    d. Cisco ISR4331/K9
    e. Cisco ASR920 series
11. Identify which State Agencies and edge sites will be in-scope for Lumen to perform migrations to the new IPVPN WAN design
    a. Up to fifty (50) edge sites
    b. Up to three (3) separate State Agencies
    c. Lumen field operations will migrate all remaining edge sites utilizing standard processes and device configurations
12. Schedule Technical Planning sessions outside of regular project meetings as needed
    a. Review upgrade approach
    b. Target dates
    c. Roles, responsibilities and tasks for Lumen implementation resources
13. Draft project documentation to prepare for upcoming phases
    a. Project Plan
    b. Migration Plan
    c. Test Plans
    d. HLD updates

Phase 2 - Staging and Configuration

Phase 2 is dedicated to the staging and configuration of all in-scope equipment to prepare for implementation activities. The project team will utilize the information collected in Phase 1 to prepare all new infrastructure for production deployment. Tasks to be performed in Phase 2 include:

1. Collect the following
    a. Order numbers
    b. Shipping and tracking numbers
    c. Serial numbers for all hardware and software
    d. License keys
    e. Cisco SMARTnet contract numbers
2. For all new equipment to be shipped for staging, Consultants will perform the following
    a. Receive equipment and perform an inventory
    b. Send detailed inventory report to the project team
3. Perform staging tasks for equipment received at Lumen office
    a. Verify successful Power-On and Self-Test (POST) of all hardware
    b. Install identified IOS software image(s)
    c. Ensure the hardware and software are functioning properly
    d. Apply standard base configuration
    e. Burn-in all hardware for a minimum of 72 hours
    f. Pre-configure devices for basic network connectivity
    g. Apply configurations to each device
        i. Configurations may need to be modified to adjust for changing platforms in some cases
    h. Interconnect devices in lab and perform testing
4. Apply labels and/or asset tags to each device
    a. Lumen will provide asset tags (as needed)
5. Repackage equipment and ship to Lumen field operations

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a. Gather tracking numbers and provide to project team
b. Work with local datacenter contacts to confirm receipt

6. Develop standard configuration templates for all new CSN Edge Routers
   a. See Exhibit A (Bill of Materials) for a detailed list of all new Edge equipment
   b. Utilize same process of developing Excel files to create running configurations by simply entering variables that are unique to each Edge implementation
   c. EOL devices
      i. Cisco ISR 2900 Series Routers
      ii. Cisco ISR 3900 Series Routers
   d. Replacement devices
      i. Cisco Catalyst 8200 Series
      ii. Cisco Catalyst 8300 Series
      iii. Cisco ISR 4000 Series
      iv. Cisco ASR920 Series
7. Present Implementation Plan for review and acceptance
   a. The Migration Plan will define the scope, steps and technical details for the migration of each remote edge site to the IPVPN CSN design
   b. The Migration Plan will be updated (as needed) from lessons learned
   c. A final version of the Migration Plan will be provided to Lumen TMNS Operations as a deliverable of this SOW

Phase 3 - Implementation

Phase 3 will focus on the tasks required to place all proposed architecture and services into production. Any service impacting tasks will be scheduled and managed within Customer's change management processes.

1. The Migration Plan will provide a detailed description of all implementation tasks, what order they will be performed and will also include backout plans. The general approach is as follows:
   a. A new IPVPN circuit will be installed and extended (as needed) to Customer's network equipment rack
   b. A separate maintenance window will be scheduled for each Edge site migration to the new CSN IPVPN WAN
   c. A meeting invite will be sent out with a conference bridge and, resources from each of the following teams will join:
      i. Lumen IPVPN Provisioning Technician
      ii. Lumen Project Manager
      iii. Lumen Field Technician
      iv. Lumen TMNS Engineer
      v. Lumen Network Engineer
      vi. End Customer / Agency representative
   d. If the current Edge router is EOL, field technician will install a new Edge router to replace the EOL device.
      i. New Edge router will be pre-configured by Lumen
      ii. A WebEx (or similar) service will be used to share screens between the field technician and Consultant
      iii. Field technician will replace the existing router with the new router and work with IPVPN provisioning tech to test and accept the new IPVPN circuit
      iv. Lumen field technician will place all services into production and then, Lumen field technician and End Customer representative will execute the Test Plan
      v. Lumen TMNS Engineer will confirm the new router is reachable by TMNS monitoring and management systems
      vi. A copy of the Test Plan and documented results will be provided to the Lumen Project Manager
   e. If the current Edge router is <u>not</u> EOL, the Lumen field technician will update the existing router with a configuration and steps outlined above will be followed until the site has been successfully migrated.
2. Lumen resources will be made available for any potential Day 2 issues that may arise

Phase 4 - Documentation and Knowledge Transfer

1. Provide As-Built documentation to Customer
   a. Updated HLD document
   b. Hardware and Software inventory information
   c. Final device configurations

2.2 Change in Service to Project Timeline

2.3 Change in Service to Customer Responsibilities

i. Provide forms and process for background checks, remote access VPN, and network access credentials
ii. Provide list of all project team members and stakeholders with contact information
iii. Provide liaison assistance for collection of information from Customer staff and project stakeholders
iv. Ensure Customer representation at all project meetings, conference calls, and training sessions

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v. Provide formal sign-off acceptance of deliverables
vi. Provide all required rack space, power, cabling, and HVAC to support the project.
vii. Provide, in advance, notification of any unique requirements, hazardous locations, security precautions, access restrictions or other extraordinary conditions that may exist and may impact project timelines.
viii. Provide technical standards, standard operating procedures, and/or references for Network devices (IP addressing, naming conventions, standard build, network diagrams, etc.) as requested by Consultants.
ix. Assign IT staff to provide liaison support through all the project phases.
x. A representative from Customer and each stakeholder group (i.e. Customer users, datacenter engineers, 3rd parties, etc.) will be made available to collaborate with Consultants, provide detailed network configuration information, review proposed test plans and provide authoritative sign off (as needed) prior to any work being performed.
xi. Provide access to all in-scope datacenter and customer locations as needed to complete the project objectives. This includes physical building access and remote VPN access, with password and login credentials as needed to perform assigned tasks.
xii. Provide resources to discover, install, rearrange, document and/or test any Customer cabling to support this project.
xiii. Requests for technical information, contact information, documentation or other Project related information will be delivered in a timely manner. If responses to any such requests are delayed or, information provided is inaccurate or incomplete, Project timelines may be impacted and/or Lumen may not be able to deliver the complete Services as proposed.

2.4

a) Change in Service to Project Assumptions.
b) The estimated timeline to complete this project is ten (10) months. If the actual project timeline is extended beyond the estimated timeline due to any issues outside the control of Lumen, additional charges may apply.

3. CHANGES TO CHARGES; SERVICE TERM

3.1 Change in Service to Services Fees

Invoices shall be paid in accordance with the Agreement and the following milestone-based schedule.

Payment #	Milestone	Amount
1	Completion of Project Kickoff	$97,700.00
2	Completion of Phase 1 - Planning and Discovery	$97,700.00
3	Completion of Phase 2 - Staging and Configuration	$97,700.00
4	Completion of Phase 3 - Implementation	$97,700.00
5	Completion of Phase 4 - Documentation and Knowledge Transfer	$97,700.00
TOTAL		**$488,500.00**

3.2 Change in Service to Expenses

4.0 AUTHORIZATION

This SOW Change Request will not become effective until Lumen and Customer have executed the Agreement, applicable Service Attachments, and the initial SOW. This SOW Change Request is effective on the date the last party signs it (the "effective date").

Acknowledged & Agreed:

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Tailored Managed Network Services

1. OVERVIEW

This Statement of Work ("SOW") sets forth the scope of work and terms and conditions of the Tailored Managed Network Services (TMNS) to be provided to STATE OF COLORADO ("Customer") by CenturyLink. This SOW is effective upon the last date signed below ("Effective Date"). This SOW incorporates by reference and is governed by the CenturyLink Master Service Agreement or other service agreement executed between the parties and the Custom Solutions and Services Schedule, or the then current standard CenturyLink Master Service Agreement and Custom Solutions and Services Schedule if not executed as of the Effective Date of this SOW. This SOW, any attached or incorporated documents, and the applicable service agreement between CenturyLink and Customer, Custom Solutions and Services Schedule, and SOW Change Requests collectively comprise the agreement between the parties ("Agreement"). Capitalized terms not defined in this SOW are defined in the Agreement or applicable Service Attachment.

2. DESCRIPTION OF WORK

2.1 Definitions.

a. "CenturyLink Device" means an eligible rental CPE device provided by CenturyLink.

b. "Customer Device" means a Customer provided device. Customer may (1) separately purchase the Customer Device from CenturyLink (2) separately purchase the Customer Device from a third party provider or (3) the Customer Device may be included as part of a separately purchased CenturyLink provided network service. If Customer separately purchases the Customer Device from CenturyLink, the CenturyLink Select Advantage terms and any applicable Detailed Descriptions apply. If the Customer Device is included as part of a separately purchased CenturyLink provided network service, the applicable service attachment(s) for the CenturyLink provided network service apply.

2.2 Scope.

Under this SOW, CenturyLink will provide the Services for Colorado State Network (CSN) – Core upgrade 2022 ("Project").
Pricing and charges are based upon the package(s) selected by Customer in Section 3 below. Each package contains a specific set of services as described below. The available package types are:

a. **Device and Management Package**. The Device and Management Package includes: an eligible Rental CPE device provided by CenturyLink ("CenturyLink Device"), Planning & Discovery, Implementation and Migration, Management of the CenturyLink Devices, Standard Installation, Maintenance, Network Design Verification, Portal Access (if applicable), Remote Configuration Management, Patch Management, Service Performance Reviews, Document and Knowledge Transfer, and license rights (if applicable) as described in the applicable end user agreement. If the CenturyLink Device is a WAN device, CenturyLink will also Manage one network circuit associated with the WAN device.

b. **Management Only Package**. The Management Only Package includes Management of a Customer provided device ("Customer Device"), Planning & Discovery, Implementation & Migration, Management of the Customer Devices, Network Design Verification, Remote Configuration Management, Patch Management, Service Performance Reviews, and Document Knowledge Transfer. Customer may separately purchase the Customer Device from CenturyLink or a third-party provider or the Customer Device may be included as part of a separately purchased CenturyLink provided network service. If the Customer Device is a WAN device, CenturyLink will also Manage one network circuit associated with the WAN device. If the Customer Device is purchased from a third-party provider, the device must be on CenturyLink's supported vendor list in order to be eligible for the Management package. A list of supported vendors is available on request.

c. **Monitor and Notify Only Package**. If Customer Device manufacturer is not a CenturyLink supported provider, Customer may purchase the Monitor and Notify Only package for the unsupported Customer Devices. The Monitor and Notify Only Package includes monitoring of a Customer Device, Planning and Discovery, Network Design Verification, and notification as defined in the project plan. CenturyLink's non-exclusive team of service engineers will monitor Customer's Device 24x7x365 for up/down status and notify Customer of faults.

2.3 This SOW encompasses the activities to be performed by CenturyLink as described below, which collectively shall be defined as the "Service(s)". All Services not identified in this SOW are out of scope and would require a SOW Change Request to be signed between the parties.

Services	Description
Planning & Discovery	The purpose of Planning and Discovery phase is to organize project tasks, gather technical details, establish a Project schedule, and set Customer's expectations. CenturyLink and Customer will jointly develop a project plan which will include: 1. The names of Customer's third-party providers (if any),

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Services	Description
	2. Network management requirements such as SNMP servers, 3. Notification procedures, 4. Credentials for physical and remote access to Customer's network environment, 5. Any new IP subnets that are required to facilitate configuration, and 6. All power, rack space, HVAC, cabling, lighting and any other relevant environmental requirements required to meet project objectives. CenturyLink and Customer will review CenturyLink change management processes and finalize the design for configuration and deployment.
Implementation and Migration	All implementation and migration activities will be coordinated through approved change management process to mitigate any disruptions to production traffic. Within planned maintenance windows, CenturyLink will establish L1/L2/L3 connectivity between new devices and systems and test connectivity between all devices and systems.
Management	CenturyLink uses a non-exclusive team of engineers to provide the Services under this SOW. CenturyLink has adopted and integrated the IT Infrastructure Library ("ITIL") framework methods and procedures for delivery of the Services to Customer. CenturyLink Network management includes (a) 24x7x365 performance management and remote performance and fault monitoring by CenturyLink skilled operations engineers of devices ; (b) event/incident management including fault detection, isolation, diagnosis, and remote repair when possible; (c) pro-active Customer notification and escalation as appropriate (d) engineering analysis (e) pro-active management of quality of service ("QoS"); (f) management of dialing plans and moves, adds, and changes; (g) configuration management; (h) reports and ticketing; (i) Patch Management for all hardware and software; (j) Remote Configuration Management Support; (k) monthly service performance reports; (l) on-site repair services including coordination with Customer's third party provider; and (m) a dedicated toll free support number.
Maintenance	ice maintenance will be conducted remotely through the Portal when CenturyLink receives an alarm notification or when Customer calls CenturyLink at the number CenturyLink provides during provisioning or by opening a ticket via the Portal. If CenturyLink determines a device needs to be replaced, the operations center will open a ticket or contact Customer's third-party provider directly to have a replacement device shipped to the customer site if required in accordance with the manufacturer's return and replacement policy.
Network Design Verification	turyLink will evaluate the ability of Customer's network to support the Service. In the event, CenturyLink determines in its evaluation that Customer's network environment is unable to support the Service applications, CenturyLink may provide a plan to improve Customer's network. Site surveys may be required to verify Customer network elements and configuration.
Remote Configuration Management Support	ote Configuration Management Support protects device configuration integrity. Most devices support the ability to report configuration change events when they occur. CenturyLink's monitoring systems collect these notifications and can call for automatic back-ups to run. The monitoring systems can store the most recent configuration data for reference during the Service Term. Each remote access attempt is logged and the unique user ID associated with each access attempt is recorded.
Patch Management	turyLink will provide remote critical patch updates for all devices that have active maintenance agreements and are eligible to be upgraded. When critical software, firmware or IOS patch/updates are required, CenturyLink will alert the Customer of the availability. CenturyLink will discuss with Customer the critical updates available, the current configuration and operational status of Customer's Devices affected, any associated problems or concerns about the updates, and any additional hardware requirements that may be required to implement the upgrades. If it is determined that the patch update is appropriate for Customer's current environment, CenturyLink will perform the remote patch update installation via remote access in accordance with vendor best practices. Patch installation activities may require down-time and/or out of

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Services	Description
	service planning.
Portal Access	omer will have access to the applicable Portal for reporting analytics and full visibility to their network with the option to change their Service configuration. Requests for configuration changes must be submitted by calling the operations center or opening a ticket via the portal web helpdesk. CenturyLink will exclusively maintain global administrative access to the Service at all times.
Service Performance Reviews	This Service offering includes a monthly performance review. During the review, CenturyLink will contact the Customer to: • Review the Customer's Service Level Performance report. • Review significant service impacting events which have occurred since the previous performance review. • eview content of monthly event reports if required. • Perform a device count reconciliation review. • Provide Customer with a copy of the performance report for the time period being discussed.
Documentation and Knowledge Transfer	CenturyLink will schedule formal knowledge transfer sessions to review configurations, operation, and administration of the new systems. CenturyLink will provide the following "As-Built" diagrams to Customer: network diagrams with Layer 1/2/3 detail, hardware and software inventory information, and final running configurations.
Disentanglement	Lumen's approach to the Disentanglement process is centered on seamless delivery of services to all State Users and meeting the requirements as stated in the Scope of Work. Lumen will work closely with representatives of the State and the Replacement Contractor to ensure responsibilities, processes, documentation, and knowledge is transferred methodically and with open communication to minimize any service impacts. Lumen shall, as soon as reasonably possible but, no longer than twenty-one (21) calendar days following the beginning of the Disentanglement Period, provide to State a complete and accurate list of all items that will be subject to conveyance or re-conveyance to State. Lumen agrees that its agreements with all third parties relating to this Contract, including Subcontractors, shall not include any terms that would prohibit or in any way restrict third parties, including Subcontractors, from entering into agreements with State and/or the Replacement Contractor (whether directly or through an assignment) as provided herein. Upon request from the State, Lumen will assign to the State or the Replacement Contractor, as mutually agreed upon, any leases, maintenance, support and other contracts used by Lumen in connection with the Services, and such contracts as State might select from the list provided by Lumen as set forth above. Lumen's obligation under this section shall include, without limitation, Lumen's performance of all obligations under such leases, maintenance, support and other contracts with respect to periods prior to the date of assignment to the State or the Replacement Contractor. Lumen will perform knowledge transfer to the State and/or Replacement Contractor by executing the following steps: 1. Coordinate with the State an introductory meeting to identify key participants, assign tasks to appropriate groups, and establish roles and responsibilities. 2. Documentation, as-built designs, and supporting material will be provided to the State and/or Replacement Contractor, as requested by the State. Lumen will schedule appropriate resources to deliver a high-level overview presentation to the State and/or Replacement Contractor to facilitate knowledge transfer and provide an opportunity to answer any questions related to the managed services environment. 3. State and/or Replacement Contractor will review all delivered information from Lumen to fully understand the scope, architecture, inventories, processes, and methodologies used to manage the State's environment. Lumen will coordinate follow up meeting(s) with the State and Replacement Contractor to review in detail all delivered information. State and/or Replacement Contractor

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Services	Description
	will provide Lumen with any questions that have not been answered or require further clarification in written format for final review. Lumen will respond expeditiously and with full cooperation to deliver written responses to all outstanding questions and inquiries. 4. The State and/or Replacement Contractor may request and Lumen will allow representatives to shadow Lumen's Architecture Engineer(s) to gain first-hand knowledge of the network architecture, operational processes and overall understanding of the Managed Services environment. 5. The State has defined timelines for the Disentanglement period and Lumen understands that these timelines may be decreased and should be reevaluated during the Disentanglement phase. Lumen will adhere to the maximum allowed timelines the State has defined in Disentanglement Period and will work in partnership with the State and Replacement Contractor to meet or exceed the proposed timeline for the Disentanglement period Lumen will establish an Issue Management process in order to: • Identify and record issues that the State and/or Replacement Contractor have discovered. Actions will be assigned to the appropriate team/work group • Document all issues and provide simple access to related documentation for the State and/or Replacement Contractor • Documentation will reflect the potential service impacts for each issue as well as potential impacts for any operational teams and processes • Prioritize issues based on feedback from the State and any other potential stakeholders • Define the actions required to resolve any issues through the Disentanglement phase Lumen will participate in Risk Management meetings with key stakeholders as described in the Project Plan. All potential risks and potential risk mitigation options will be discussed at that time. Risk management meetings allow Lumen and the State to discuss any problems, outages, and potential risks associated with current and future projects, and to develop a plan to mitigate the risks. Throughout the Disentanglement phase, the Replacement Contractor will be expected to attend and participate in all discussions related to risk identification, risk mitigation options, and all potential cost impacts. Lumen's approach to Risk Management is based upon the standards defined in the Information Technology Infrastructure Library (ITIL). Exit reporting will be scheduled by Lumen during the knowledge transfer phase, based on the Disentanglement Period applicable upon termination. Exit reporting may not be necessary, as this may be covered during knowledge transfer. Lumen will ensure and report that all State assets are returned and inventoried, including but not limited to: • State badges provided to Lumen Employees and subcontractors inventoried and returned (once) • Keys and access codes for State buildings provided to Lumen Employees and subcontractors (once) • Tools or equipment owned by State in the possession of Lumen Employees and subcontractors at the time of termination (once) • Passwords for all equipment will be reported back to State and/or Replacement Contractor (once for the transition to Replacement Contractor during the Transition Period) • Final list of equipment and assets in Asset Management Database at time of termination (once) • Lumen owned assets (i.e. equipment sensors or discovery tools) deployed in tandem with cloud-based equipment and cloud software will remain a Lumen owned asset. These assets will be identified to the State during the Transition phase

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Services	Description
	Technology handover will be accomplished according to the following steps: 1. Upon completion of the knowledge transfer, a "Transition Date" will be identified. This date will be reflective of Lumen's termination of contract and responsibilities and will coincide with the Replacement Contractor's start date. 2. Prior to the Transition Date, Replacement Contractor will complete shadowing of Lumen resources and will acknowledge that Lumen has responded to all outstanding questions and answers as described in the Knowledge Transfer phase. Replacement Contractor will receive and validate functional passwords as described in Exit Reporting. Replacement Contractor will have an opportunity, prior to the Transition Date, to engage the Lumen team for delivery of any missing information necessary for a successful transition. 3. On the Transition Date, Replacement Contractor will take over all hardware, software, maintenance, moves, adds, changes, projects, documentation, scheduled meetings and remaining tasks previously handled by Lumen. Lumen will no longer support State network functions or responsibilities and contract termination will be complete.

Optional Service	Description
eBonding	CenturyLink will implement an e-bonding of incident and Service request tickets between the Customer ticketing system and the CenturyLink Portal. The e-bonding will include near real-time passing of parameters/data between the systems to duplicate ticket creation, updates, closures and cancellations in both systems for one ticket queue/grouping. Customer is responsible for providing appropriate customer contacts and staffing resources for the e-bonding project coordination; and hardware/software and analysis/development services for the Customer's ticketing system platform as it pertains to the programming, installation and maintenance of the e-bonding bridge between the two parties.

Optional Additional Services	Description
On-Site Technical Support for Incident Management	If CenturyLink determines on-site technical support is necessary to assist with incident resolution, CenturyLink will dispatch technician within 4 hours of CenturyLink identifying the need. This optional service is available 24 hours per day, 7 days per week, including CenturyLink observed holidays to continue trouble isolation or implement trouble resolution. CenturyLink will notify Customer if a device is defective and needs to be replaced. If CenturyLink determines on-site support is necessary to replace a defective device, CenturyLink will dispatch a technician once Customer notifies CenturyLink they have received the replacement device. On-site technical support does not include general product replacement or issues related to non-managed devices.

Optional Additional Services	Description
Dedicated CenturyLink Resource	turyLink will provide a dedicated resource as further detailed below which will be assigned to the Customer's account. "CenturyLink Resource" means a CenturyLink employee or subcontractor who provides Services to Customer under this SOW either assigned by CenturyLink or by Customer to directly manage the Services. Each CenturyLink Resource will perform Tasks commensurate with the Resource's skill set.

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Optional Additional Services	Description
	ram Manager The Program Manager (PgM) has the overall responsibility for the contract. The PgM is responsible for governance, which involves working with the over-arching structure, processes and procedures to accomplish this goal and will define, direct and manage the CenturyLink resources needed for program implementation. Responsibilities of the Program Manager: • Develop, plan and manage the implementation and activities of a complex CenturyLink managed Voice and Data network for government users. • Develop, direct, plan, and manage the transition from the current installed infrastructure to successful migration to a fully refreshed Voice and Data network fully managed by CenturyLink. • Plan, organize and direct all maintenance operations including installation, service, and changes. • Ensure accurate documentation of the Change Management process, including all change requests and technical and cost justification for all changes. • Ensure network operations schedules are developed and managed to meet all business objectives, work plans, and ensure all performance requirements are met. • Ensure timely Project and Service Request processing, completion, and delivery. • Analyze work plans/schedules to ensure the appropriate resources are assigned and deadlines are met. • Develop methodologies, procedures, and systems, based on ITIL best practices, to meet the performance and financial reporting requirements. • Ensure accurate reporting is provided on Project and service order progress, metrics, SLRs and all other reports in accordance with the contract. • Develop, implement, and monitor work flow processes among functional work groups. • Oversee the Quality Assurance Plan and adherence to Service Level Agreements. • Responsible to ensure customer fiscal management report development and expense control is provided. • Develop methodologies, procedures, and systems for CenturyLink solutions. • Ensure overall program progress and status reports are developed. **ice Manager** The Service Manager (SM) is an advocate for the customer, accountable to identify and assemble the resources required to resolve escalated incidents. The SM is responsible for providing information to communicate to impacted customers for major incidents. The SM provides analysis and feedback during the post review of major incidents. Responsibilities of the Service Manager: • Understand the business impact of the escalated incident. • Coordinate the creation of escalation teams; manage the escalation recovery process. • Create and direct the escalation communication plan. • Conduct checkpoint escalation status review meetings. • Prepare for and participate in reviews of major Incidents. • Tasked with trending and trouble escalations for chronic and outage situations.

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Optional Additional Services	Description
	• Track all escalations through resolution and review processes, working with engineers, field technicians, and PM's when needed. • Deliver Service Level Reports (SLRs), trending reports and performance metrics to executives and monitor and manage SLR credits, as applicable. **ior Lead Engineer** The Senior Lead Engineer (Data) are responsible to establish overall data architecture goals and policies and ensure adherence in working with Senior and Solution Engineers to document data expectations and an overall plan of migration milestones and timelines. Responsibilities of the Lead Architects: • Manage data, voice and security Engineers to ensure integrity of overall architecture and design. • Prepare presentations to provide executive overview and reporting related to data/voice services. • Provide primary engineering design and configuration for data/voice systems in line with customer goals and requirements. • Provide guidance on best-in-class design and new technology adaption and deployment. • Responsible for design stability of all aspects of the data/voice network. • Create, maintain and collaborate on network documentation and reports, as required. • Work closely with other Architects to align business drivers and coordinate efforts; work with Senior Engineers to design, implement and support the enterprise data/voice infrastructure. • Develop and oversee subordinate level technical methods, procedures, and assist with complex technical solution designs; develop and document process flows. • Maintain the highest technical knowledge by attending professional workshops; review professional publications; visit vendor or other customer sites; attain and maintain professional certifications. • Provide and maintain current knowledge base regarding complex routing, switching, Optical, MPLS, Security, with an understanding of VoIP design and configuration. • Lead team efforts and discussions to better overall team and contract effectiveness. • Lead data and voice communications projects with the goal of improving or expanding the current infrastructure. • Act as liaison between customer and other network vendors (e.g. Cisco) on high-level support issues. • Provide direct interface with other CenturyLink departments in support of the Customer network. • Evaluate new technical requirements for compatibility with deployed system designs. • Evaluate new products for compatibility and applicability to the Customer data/voice network. • Identify capacity and performance issues for communications traffic to ensure continued, uninterrupted operation of all systems. • Troubleshoot and resolve complex issues. • Conduct testing of disaster recovery plans as it pertains to all equipment to detect faults, and minimize malfunctions. • Ensure customer needs are properly defined and satisfactorily met.

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Optional Additional Services	Description
	• Monitor and analyze performance across the organization's (data: WANs, LANs, IPT, Optical, Security and wireless deployments; voice: IP-PBXs, legacy PBX systems, call center systems, voice mail, etc). • Provide future trending within industry and adaption recommendation to the . • Provide high-level off-hours support on a rotating basis with other on-site engineers. • Aware of all aspects of the contract from financial goals to resiliency and security. • Analyze work plans and make recommendations for improved processes. • Provide consistent feedback on improvement opportunities related to the process. • Lead to ensure that the project is high quality and meets the measures of success. **d Project Manager** The Lead Project Managers (PM) are responsible to develop, plan and manage the implementation activities for multiple, high to moderately complex projects/programs for external/internal customers The Lead PM has the overall responsibility for the progress of assigned projects/processes within budgetary and scheduling guidelines. Responsibilities of the Lead Project Managers: • Accountable for timely project completion and delivery. • Create and track projects; escalate and track project issues; document progress and prepare status reports (metrics, summaries, etc). • Communicate project critical dates and coordination with external and internal schedules related to the activity and workload. • Facilitate and conduct needs assessment meetings. • Manages day-to-day operational aspects of a project and scope. • Identify/analyze process risks and inefficiencies. • Coordinate trouble resolution and implement changes to prevent problem recurrence. • Analyze work plans and make recommendations for improved processes. • Provide consistent feedback on improvement opportunities related to the process; provide process management consulting and subject matter expertise to direct the activities of the project team. • Lead to ensure that projects are high quality and meet the measures of success. **ior Project Manager** The Senior Project Managers (PMs) are responsible to develop, plan and manage the implementation activities for multiple, small to moderately complex projects/programs for external customers. The Senior PM has the overall responsibility for the progress of assigned projects/processes within budgetary and scheduling guidelines. Responsibilities of the Senior Project Managers: • Accountable for timely project completion and delivery. • Create and track projects; escalate and track project issues; document progress and prepare status reports (metrics, summaries, etc). • Communicate project critical dates and coordination with external and internal schedules related to the activity and workload. • Facilitate and conduct needs assessment meetings. • Manages day-to-day operational aspects of a project and scope. • Identify/analyze process risks and inefficiencies. • Coordinate trouble resolution and implement changes to prevent problem

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Optional Additional Services	Description
	recurrence. • Analyze work plans and make recommendations for improved processes. • Provide consistent feedback on improvement opportunities related to the process. • Lead to ensure that the project is high quality and meets the measures of success.

Optional Additional Services	Description
Custom Installation	The Project will be organized into four (4) phases to create measurable milestones and describe the overall work effort, tasks and deliverables. The following project phases, detailed tasks and activities describe the Services to be delivered by Lumen and OIT to meet the project objectives. **Phase 1 - Planning and Discovery** The Planning and Discovery Phase formally kicks off the engagement and provides the opportunity for all parties to review project scope, set expectations and schedule the initial project tasks required to meet project objectives. Tasks and Services to be performed in Phase 1 include: 14. Schedule project kickoff meeting with Lumen and End Customer 15. Identify all project stakeholders and create project contact list a. Lumen Account team b. Lumen TMNS c. State of Colorado OIT d. Other 16. Review roles, responsibilities, and points of contact a. Primary customer contact b. Customer support staff c. Escalation resources d. 3rd party contacts 17. Identify target dates, timelines, milestones, and End Customer expectations for the project 18. Review Lumen and End Customer Change Management processes a. Standard maintenance windows b. Documentation requirements c. Approval procedures 19. Plan for Consultants' physical access to the (5) in-scope datacenters a. Identify processes and security requirements b. Identify local contacts for each datacenter with escalation procedures c. Complete forms as needed 20. Establish credentials for remote access connectivity to CSN and Datacenter networking environment(s) a. Submit order to install Lumen IQ VPN Extension service to Lumen subcontractor office b. Submit to Lumen TMNS, list of implementation team members with required details to establish accounts with credentials c. Complete and submit forms in accordance with Lumen and End Customer security procedures 21. Collect equipment order info, ship dates, tracking numbers and maintenance contract numbers 22. Identify where new in-scope equipment will be shipped and plan for shipping 23. Provide CCO IDs for all implementation resources to facilitate access to Cisco TAC 24. Perform discovery of current in-scope Core network architecture

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a. Devices and modules
b. Running device configurations
c. Current versions of software

25. Schedule Technical Planning sessions outside of regular project meetings as needed
    a. Review upgrade approach
    b. Target dates
    c. Roles, responsibilities and tasks for Consultant and Lumen technician(s)
26. Draft project documentation to prepare for upcoming phases
    a. Project Plan
    b. Migration Plan
    c. Test Plans
    d. Cabling and Port Assignments spreadsheet
    e. High Level Diagram (HLD) updates

Phase 2 - Staging and Configuration

Phase 2 is dedicated to the staging and configuration of all in-scope equipment to prepare for implementation activities. The project team will utilize the information collected in Phase 1 to prepare all new infrastructure for production deployment. Tasks to be performed in Phase 2 include:

8. Collect the following from Lumen, Cisco and/or End Customer
    a. Order numbers
    b. Shipping and tracking numbers
    c. Serial numbers for all hardware and software
    d. License keys
    e. Cisco SMARTnet contract numbers
9. For all new equipment to be shipped to Lumen office for staging, Consultants will perform the following
    a. Receive equipment and perform an inventory
    b. Send detailed inventory report to the project team
10. For all new equipment to be shipped directly to the datacenters, Lumen will work with local contacts to confirm receipt and gather inventory details
11. Perform staging tasks for equipment received at Lumen office
    a. Verify successful Power-On and Self-Test (POST) of all hardware
    b. Install identified IOS software image(s)
    c. Ensure the hardware and software are functioning properly
    d. Apply standard base configuration
    e. Burn-in all hardware for a minimum of 72 hours
    f. Pre-configure devices for basic network connectivity
    g. Apply configurations to each device
        i. Configurations may need to be modified to adjust for changing platforms in some cases
    h. Interconnect devices in lab and perform testing
12. Apply labels and/or asset tags to each device
    a. Lumen will provide asset tags (as needed)
13. Repackage equipment at Lumen office and ship to datacenters
    a. Gather tracking numbers and provide to project team
    b. Work with local datacenter contacts to confirm receipt
14. Develop standard configuration templates for refresh of CSN Edge Routers that are End of Life (EOL)
    a. Utilize same process of developing Excel files to create running configurations by simply entering variables that are unique to each Edge implementation.
    b. EOL devices
        i. Cisco ISR 2900 Series Routers
        ii. Cisco ISR 3900 Series Routers
    c. Replacement devices
        i. Cisco Catalyst 8200 Series Edge Platform
        ii. Cisco Catalyst 8300 Series Edge Platform

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	iii. Cisco ISR 4000 Series Routers **Phase 3 - Implementation** Phase 3 will focus on the tasks required to place all proposed architecture and services into production. Any service impacting tasks will be scheduled and managed within Lumen and/or End Customer's change management processes. 3. The Migration Plan will provide a detailed description of all implementation tasks, what order they will be performed and will include backout plans. The general approach is as follows: a. A separate maintenance window will be scheduled for each Core datacenter upgrade b. Prior to upgrading a specific Core datacenter, network traffic will be routed to alternate Core datacenters utilizing redundant connections and manipulation of route metrics. c. Equipment upgrades and replacements will be completed in a manner that minimizes impacts to services d. Work with TMNS staff to establish connectivity of each new device to TMNS management systems e. Upon completion of upgrades and replacements, Lumen and End Customer will work in partnership to execute Test Plans. f. Restore traffic through the Core datacenter and close maintenance window. g. Repeat for all five (5) Core datacenters until all Core upgrades have been completed. 4. Refresh edge devices that are End of Life (EOL) a. Refresh up to twelve (12) instances to ensure the templates are accurate and capable of covering each refresh scenario. For example: i. (Qty 3) upgrade from ISR29XX to ISR4XXX ii. (Qty 3) upgrade from ISR39XX to ISR4XXX iii. (Qty 3) upgrade from ISR29XX to C8200XX iv. (Qty 3) upgrade from ISR39XX to C8300XX **Phase 4 - Documentation and Knowledge Transfer** The final phase of the Project (Phase 4) will provide the opportunity to deliver all final project documentation and knowledge transfer to Lumen TMNS staff to support ongoing management of the deployed architecture. Upon delivery of all project deliverables and knowledge transfer, Lumen will solicit acceptance from the State to close out the project. Phase 4 tasks include: 2. Provide knowledge transfer session(s) to Lumen TMNS staff to review configurations, operation, and administration of the new architecture a. Up to 2 hours of formal knowledge transfer will be provided using a WebEx service 3. Knowledge Transfer session(s) will include review of the following information and topics: a. Updated HLD document b. Final device configurations c. Administration basics 4. Provide As-Built documentation to Lumen and Customer d. Updated HLD document e. Final device configurations

Optional Additional Services	Description
On-Site Technical Support for Incident Management	If CenturyLink determines on-site technical support is necessary to assist with incident resolution, CenturyLink will dispatch technician within 4 hours of CenturyLink identifying the need. This optional service is available 24 hours per day, 7 days per week, including CenturyLink observed holidays to continue trouble isolation or implement trouble resolution. CenturyLink will notify Customer if a device is defective and needs to be replaced. If CenturyLink determines on-site support is necessary to replace a defective device, CenturyLink will dispatch a technician once Customer notifies CenturyLink they have received the replacement device.

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Optional Additional Services	Description
	On-site technical support does not include general product replacement or issues related to non-managed devices.

2.4 Acknowledgement. Customer acknowledges that the Service enables the collection, access, use, storage and sharing of Customer traffic, which may include personal information and usage data, and that CenturyLink and its underlying vendor may have access to such information in connection with providing and managing the Services. Customer authorizes CenturyLink and its underlying vendor to collect, access, use, store and share such information for purposes of providing the Services and as otherwise described in this SOW and any applicable end user agreement. Customer is responsible for complying with all laws and regulations in connection with its use of the Service, including, but not limited to: (a) all privacy and data protection laws and regulations, including those applicable to personally identifiable information, Customer traffic, or other sensitive information collected, stored, accessed, processed, or transmitted by Customer or its end users and those relating to the encryption of data; and (b) providing notice to, and obtaining any necessary consents from employees, end users, contractors, or other users that the Customer traffic and their content or personal information may be transferred internationally and accessed, collected, processed and stored by CenturyLink or its underlying vendor in accordance with this SOW and any applicable end user agreement.

2.5 Data Compilation. Customer authorizes CenturyLink or its underlying vendor to use inspection and monitoring methods to collect, gather and compile security event log and similar operational data to look at trends, real or potential threats, and in order to provide and improve Service. CenturyLink may compile or otherwise combine this security event log data with similar data of other customers so long as such data is compiled, combined and/or anonymized in a manner that will not in any way reveal the data as being attributable to Customer. Aggregated data may be used to market and communicate to customers or shared to assist in mitigating suspected cyber security incidences. Customer specific event log data will not be shared without Customer's consent unless otherwise required by law. CenturyLink may retain event log data for as long as necessary or useful for its uses consistent with this SOW. CenturyLink has no obligation to provide log data to Customer.

2.6 Customer Responsibilities; Requirements.

Customer acknowledges and agrees that its failure to perform its obligations as detailed in this SOW or applicable SOW Change Request may result in CenturyLink's inability to perform the Services. CenturyLink will not be liable for any failure to perform, including any SLAs, in the event Customer fails to fulfill Customer's obligations. In addition to any Customer responsibilities listed above, the following conditions must be met by Customer throughout the term of the SOW.

(a) Customer will provide CenturyLink with appropriate access to Customer's designated locations, provide a safe work environment, and inform CenturyLink of the existence, location and condition of any hazardous materials.
(b) Customer is responsible for providing a suitable environment that meets or exceeds the manufacturers stated operating parameters for all managed devices. Before installation, Customer may be responsible for completing any necessary work or for contracting a third party to do so. Customer will be responsible for providing all required power, rack space, HVAC, cabling, lighting and any other relevant items for the environment.
(c) Customer must supply CenturyLink with final network diagrams, device configuration files and any other requested project related data. Upon request, Customer will provide CenturyLink with accurate site and physical network diagrams or maps of a service location, including electrical, other utility service maps, and heat maps
(d) Customer's authorized representative must be present during installation. If Customer misses a scheduled installation, tries to cancel a scheduled installation with less than one full business day prior notice, or causes an installation delay greater than fifteen minutes, Customer will pay any charges assessed by CenturyLink for the missed appointment. CenturyLink reserves the right to cancel the applicable Service if any scheduled installation has been cancelled, missed or rescheduled by Customer on two (2) occasions. In this event, Customer will pay any applicable termination charges. If Customer requests subsequent installation-related visits from CenturyLink, Customer will pay any additional charges associated with the additional work. Service installation intervals vary depending on network size and specific device types.
(e) Customer is responsible for providing CenturyLink with a point of contact ("POC") for each site who can serve as the central contact for all information exchanged with CenturyLink. This POC must be available 24 hours a day. This POC will be used in cases where cooperative measures are necessary. A minimum of one secondary POC is also recommended. POC contact information includes a valid e-mail address, work telephone number, pager or mobile telephone number, and any other information that may be required to reach the POC during the work day or after hours. CenturyLink is not responsible for damages that may be incurred because the customer's POC is unreachable.
(f) Customer will provide forms and process for background checks, remote access VPN, and network access credentials
(g) Customer will provide formal sign-off acceptance of deliverables
(h) Customer will provide technical standards, standard operating procedures, and/or references for Network devices (IP addressing, naming conventions, standard build, network diagrams, etc.) as requested by Consultants.
(i) A representative from Customer and each stakeholder group (i.e. Customer users, datacenter engineers, 3rd parties, etc.) will be made available to collaborate with implementation team, provide detailed network configuration information, review proposed test plans and provide authoritative sign off (as needed) prior to any work being performed.

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(j) Customer will provide resources to discover, install, rearrange, document and/or test any Customer cabling to support this project.

(k) Customer will deliver requests for technical information, contact information, documentation or other Project related information in a timely manner. If responses to any such requests are delayed or, information provided is inaccurate or incomplete, Project timelines may be impacted and/or Lumen may not be able to deliver the complete Services as proposed.

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(n) Customer is responsible for sharing with CenturyLink all information that might impact the Service or CenturyLink's ability to provide its Service as soon as the changes or problems are discovered. This includes informing CenturyLink of major network changes, firewall changes, problems with Internet connections, major vulnerabilities discovered, and unusual network activity.

(o) Customer must fulfil CenturyLink's connectivity requirements for CenturyLink to provide remote monitoring and maintenance capabilities including but not limited to:

- Virtual Private Network (VPN) or MPLS connectivity must be established between CenturyLink and the Customer's network as the primary method for providing remote management control.
- Customer must open firewall ports as specified by CenturyLink for device or on-site server management.

(p) Customer must execute the attached Letter of Agency (Appendix 3) to authorize CenturyLink to act as Customer's agent solely for the purposes set forth in the Letter of Agency, and any other documents as requested by CenturyLink must be provided to CenturyLink following each turn-up phase of Service activation. These documents must be recorded in CenturyLink's database.

(q) Customer is responsible for providing end-user support.

(r) Customer is responsible for IP address custody.

(s) When the Service includes servers, devices, applications and/or other equipment which have been co-located in a CenturyLink or other Customer secure facility, Customer:

- The POC must be available to provide CenturyLink 24-hour access to the facility.
- Must have fully documented details for 24-hour access requirements and procedures that are to be followed. If a security escort is required, those details MUST be included.
- Must have documented personnel access-rights and restrictions that apply.
- Must have fully documented escalation procedures when physical or network-access issues occur.

(t) Customer shall ensure production and disaster recovery ("DR") environments are provisioned with servers, local incremental and replica storage, network connectivity, CPU and memory resources, and other infrastructure components; and replication is operational unless CenturyLink is managing the Customer's infrastructure or DR environment.

(u) Neither Customer nor its representatives will attempt in any way to circumvent or otherwise interfere with any security precautions or measures of CenturyLink relating to the Service or any CenturyLink equipment.

(v) In addition to the above responsibilities, the following are responsibilities specific to Customer Devices:

- Before Service begins, Customer must ensure each device's configuration is backed up and protected in the event of catastrophic loss of hardware during Service implementation.
- Customer must maintain appropriate right-to-use licenses for all software managed under this SOW. Licenses must be available on demand in the event they are required during recovery efforts. The Customer agrees to maintain software levels within one major release levels of the most current software provided by the manufacturer. Customer is required to maintain a hardware maintenance agreement and software subscription agreements with the respective vendors for the applications and CPE CenturyLink supports under this SOW including vendor support agreement contract information, vendor helpdesk numbers, and related information. Customer must provide CenturyLink access to all vendor maintenance agreements in order for CenturyLink to request parts replacements or upgrades on the Customer's behalf.
- Customer is responsible for troubleshooting and resolving any non-managed devices that interact with the in-scope devices managed by CenturyLink.

(o) In addition to the above responsibilities, the following are responsibilities specific to CenturyLink Devices:

- The CenturyLink Device is the personal property of CenturyLink or its supplier. Notwithstanding that, the CenturyLink Device, or any part thereof, may be affixed or attached to Customer's real property or any improvements thereon. Customer has no right or interest to the CenturyLink Device other than as provided herein and will hold the CenturyLink Device subject and subordinate to the rights of CenturyLink or its supplier. Customer will: (a) not attempt to sell, transfer, or otherwise dispose of CenturyLink Device, (b) at its own expense, keep the CenturyLink Device free and clear of any claims, liens, and encumbrances of any kind; (c) at all times, keep the CenturyLink Device at the Customer's site(s) and reasonable free from movement, external vibration or collision; (d) not to cause the CenturyLink Device to be repaired, serviced or otherwise attended to except by an authorized representative of CenturyLink or its supplier; and (e) make no alterations or affix any additions or attachments to the CenturyLink Device, except as approved by CenturyLink in writing. Customer will not remove, alter, or destroy any words or labels on the CenturyLink Device and will allow CenturyLink or its supplier to inspect the CenturyLink Device at any time. Customer must use not less than a reasonable standard of care to store and protect CenturyLink Device and will be responsible for providing a safe and secure environment for the equipment in accordance with CenturyLink's specifications. Customer agrees to: (i) not alter, move. or disconnect CenturyLink Device and (ii) notify CenturyLink as soon as Customer is aware of any circumstances that may adversely affect the CenturyLink Device or its

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operation. As between CenturyLink and Customer, Customer will bear the entire risk of loss, theft, casualty, destruction, or damage to the CenturyLink Device following delivery from any cause whatsoever (collectively, "Loss"), until returned to CenturyLink or its supplier. Customer will indemnify, defend, and hold harmless CenturyLink, its affiliates, and suppliers for any such Loss. Customer agrees to advise CenturyLink in writing within five business days of any such Loss. In no event will such Loss relieve Customer of the obligation to pay CenturyLink any amounts due hereunder. The CenturyLink Device is subject to the terms and conditions set forth in the manufacturer's or publisher's warranty or end-user license.

- Insurance. For CenturyLink Devices, Customer will, provide and maintain, at Customer's own expense, at all times following delivery of the CenturyLink Device, the following insurance: (a) "All-Risk" property insurance covering the CenturyLink Device for the full replacement value, naming CenturyLink or a third party provider designated by CenturyLink as a loss payee; and (b) commercial general liability insurance with limits of not less than $1,000,000 per occurrence and aggregate and naming CenturyLink as an additional insured, unless such insurance is required elsewhere in this Agreement at higher limits. Such insurance will be placed with insurers who have a minimum "Best's" rating of A- VII (A- 7). Upon request, Customer will deliver to CenturyLink insurance certificates evidencing such insurance.
- CenturyLink Devices Return or Replacement. CenturyLink will provide Customer with instructions on return of the CenturyLink Device. Customer will either (i) deliver the CenturyLink Device to CenturyLink or its supplier or (ii) provide CenturyLink or its supplier reasonable access to Customer's premises to retrieve the CenturyLink Device. CenturyLink Device must be in the same condition it was on delivery to Customer, normal wear and tear excepted. If the return instructions provided to Customer state that Customer must deliver CenturyLink Device to CenturyLink, Customer must give CenturyLink written notice of such return. If CenturyLink Device is not delivered to CenturyLink within 30 calendar days of termination, Customer will become owner of and bear all responsibility for the terminated or replaced CenturyLink Device and CenturyLink may invoice Customer the then-current value of the applicable CenturyLink Device model ("Replacement Cost"). If the return instructions provided to Customer state that CenturyLink or its supplier will retrieve the CenturyLink Device and Customer fails to provide CenturyLink with reasonable access to Customer's premises within ten (10) calendar days of termination, CenturyLink may continue to charge for the Service. Where CenturyLink Device is replaced due to loss or damage (for example, damage from accident, misuse, or abuse), Customer will pay: (i) the Replacement Cost for the damaged CenturyLink Device, and (ii) a one-time charge to cover CenturyLink's cost to ship the new CenturyLink Device. If Customer requires on-site assistance from CenturyLink to install the replacement CenturyLink Device, an additional dispatch charge will apply. CenturyLink will quote the charges in advance, obtain Customer's approval, and invoice the charges within 60 days. Customer is responsible for any claim for reimbursement from its insurance carrier. The replacement CenturyLink Device may or may not be the same model but will provide equivalent functionality in either case.

2.7 Project Assumptions

c) Customer agrees to pay additional charges via a SOW Change Request which may apply for items not specifically provided for in the Description of Work.
d) Resources and staffing from Customer are sufficient to meet its obligations hereunder and will be committed for the duration of the Project unless specified for a different duration in this SOW.
e) CenturyLink is not responsible for the performance or quality of Customer's third-party vendors.
f) Business Hours means 9am to 5pm local time Monday through Friday. Outside of Business Hours means any hours that are not Business Hours.
g) CenturyLink will not take responsibility for remote management of any existing systems or devices until the existing system is reviewed by qualified CenturyLink personnel and validated to be functioning properly.
h) All Supplier Services will be performed in accordance with Lumen, industry standards, manufacturer recommendations and federal, state and local codes and regulations for each respective system or Service.
i) The estimated timeline to complete this project is eight (8) months. If the actual project timeline is extended beyond the estimated timeline due to any issues outside the control of Lumen, additional charges may apply.
j) Lumen will travel to all five (5) datacenter locations to perform tasks
k) Lumen and/or End Customer will be responsible for meeting all physical requirements in datacenters before installation of equipment, including:
    i. Datacenter access
    ii. Demarc extensions
    iii. Power, rack space
    iv. Patch cables and cable management
    v. Equipment received in datacenters
l) Travel to datacenters will be scheduled after all prerequisites have been met, with minimum two-week lead time
m) Implementation team will utilize a Lumen VPN Extension service for remote access to the CSN network (management CUG).
n) All information obtained from Customer staff or through access to Customer facilities or systems in connection herewith shall be treated as Confidential Information under the Agreement.

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2.8 Out of Scope Activities.

No requirements outside of those listed within this SOW will be in scope. Out of scope activities include, but are not limited to:
(a) Staging, configuring and installing equipment for non-break fix related issues if outside of the Installation services described above.
(b) Conducting major software upgrades to devices.
(c) Major system re-configuration activities.
(d) Creating custom reporting not already included within this service offering.
(e) General CenturyLink support for Customer's end users. Only authorized Customer contacts will be permitted to contact CenturyLink for support. Individuals not identified by Customer will require documented Customer approval before interfacing with CenturyLink.
(f) On-site support outside of that which has been mutually agreed within this Statement of Work or a SOW Change Request.
(g) Managing or updating client workstations.

3. PROJECT PRICING; TERM AND TERMINATION

3.1 Services Fees

Customer agrees to pay the following fees associated with this SOW as invoiced by CenturyLink within 30 days of invoice date.

For Service Locations, please see Appendix 1 attached to this SOW.

- Refer to Exhibit A-10 Managed Network Services Pricing Schedule in the Contract between Lumen and the State for applicable Rates.

	XX	**Device & Management**	$XX.XX	$XX.XX	$XX.XX	$XX.XX

*Unit MRC and Total MRC include charges for Custom Installation, eBonding, and On-Site Technical Support for Incident Management.
Customer agrees to pay for (1) the fees associated with the CenturyLink Resource identified within this SOW, (2) any other additional fees which may apply for items not specifically provided for in this SOW and (3) any hours worked beyond the estimated number of hours or day, including requests by Customer to continue Projects or consulting for the Services submitted to CenturyLink via electronic mail. CenturyLink reserves the right to require the execution of a SOW Change Request as set forth below. CenturyLink and CenturyLink Resources will not be required to provide the Services beyond the contracted hours in the absence of Customer's authorization to pay. Customer will pay an additional charge ("Premium") to CenturyLink for each hour worked by a CenturyLink Resource in excess of 40 hours per one- week period. CenturyLink must pre-approve any additional hour(s) in writing.
Services performed pursuant to this SOW are provided on a strictly time and materials basis. The parties agree that the inclusion of or reference to any specific results, tasks, timelines, milestones, or other similar terms will not create any obligations or guarantees other than as specifically expressed within this SOW and that the achievement of such is not guaranteed within the good faith estimated hours and related fees. Any specific tasks and acceptance criteria listed are not a prerequisite for billing or payment. The Customer agrees to pay based on actual time spent by the CenturyLink Resource. Time estimates may vary depending on issues encountered during the Service Term.

3.2 Service Term; Renewal; Termination.

3.2.1 Service Term: Nonrecurring Services will be provided as agreed herein or within a SOW Change Request agreed upon by the parties. For monthly recurring Services, the term means 60 months ("Service Term"). After the initial Service Term, each monthly recurring Service will continue automatically for concurrent 12-month periods ("Renewal Term"), unless such Service is terminated by either party in writing per the Agreement or Service Schedule. The Service Term and any Renewal Terms are collectively the Service Term.

3.2.2 Termination. If Customer terminates any Service prior to the applicable Service Commencement Date, Customer will pay a cancellation fee of one month of monthly recurring charges for the affected fees, any applicable NRCs, plus all out-of-pocket costs incurred by CenturyLink. If any Service is cancelled by Customer or if Service is cancelled by CenturyLink as the result of Customer's default before the conclusion of the applicable Service Term, then Customer will pay to CenturyLink a termination charge equal to (a) all unpaid amounts for Service actually provided; (b) any applicable NRCs; (c) 50% of the MRC for the remaining months of the affected Service if termination occurs during the first 24 months of the Service Term (d) 25% of MRC for the remaining months of the affected Service if the termination occurs after the first 24 months of the Service Term; and (e) if not recovered by the foregoing, any termination liability payable to third parties resulting from the termination and any out-of-pocket costs incurred by CenturyLink. The charges in this Section represent CenturyLink's reasonable liquidated damages and are not a penalty. CenturyLink may temporarily suspend any Service immediately in the event CenturyLink has a good faith belief that such suspension is reasonably necessary to mitigate damage or liability resulting from Customer's continued use of the Service. In the event of any expiration or termination of any Service,

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Customer's access to the applicable Service will end and transition assistance will not be provided to Customer. Customer will remain liable for charges accrued but unpaid as of the termination date.

3.3 Any pricing quoted within this document is valid until May 1, 2022.

4. SERVICE LEVEL AGREEMENT (SLA)

The SLA applicable to the Services is attached as Appendix 2.

5. CONTROLS

5.1 Status Reports

The Primary Contacts will attend periodic status meetings to discuss progress, or designate the appropriate personnel to conduct such review, and address any other issues that arise during the Service Term. The Primary Contacts will also identify all resources needed to make decisions on its behalf in a timely fashion.

5.2 Change Control

Customer may request software changes that involve network features or system parameters and do not require an onsite visit or physical modification ("Soft Change Request"). Soft Change Requests may include modifying end user configurations, adding or removing user features and minor call-flow changes. Customer may submit one Soft Change Request per device in a calendar month. If Customer submits any additional Soft Change Requests, Customer will pay $100.00 per request. These prices are separate and in addition to the pricing table in Section 3. Examples of Soft Change Requests include:

- WAN/Security
  - Add, modify, delete router configurations, Internet Protocol (IP) addresses and related activities (e.g. DNS/DHCP)
  - Adding or removing site-to-site VPN tunnels (contingent on Customer/s need to link to remote networks)
  - Adding or deleting users and features
  - Changing authentication credentials for security purposes
  - Adding new NAT translations for new customer servers or applications
  - Adding or removing port forwarding as needed
  - Allowing or disallowing TCP ports inbound
- LAN/WLAN
  - Add, modify, delete virtual LANS
  - Adding or deleting user
  - Adding new SSIDs
  - Modifying existing SSID credentials for security purposes

Anything not listed above as a Soft Change Request will require a SOW Change Request or a new SOW.

Either party may, at any time, request changes to this SOW by submitting a written change request ("SOW Change Request") which identifies in reasonable detail each of the following.

- Summary of the requested change;
- Why the change is needed;
- When the change is needed; and
- Modifications to pricing, schedule, and terms and conditions.

For Customer requested changes, CenturyLink will evaluate the SOW Change Request, considering the feasibility of the change and impact on other Service components. Whether changes are requested by Customer or CenturyLink, CenturyLink will prepare a SOW Change Request documenting the revisions to the SOW. Changes to the SOW become effective when the SOW Change Request is accepted in writing by Customer and CenturyLink. In the event of any conflicts or inconsistencies, the terms of an executed SOW Change Request prevail over those of this SOW.

While performing the Services, if CenturyLink encounters (a) any concealed or unknown conditions, (b) a Customer Responsibility contained in this SOW that is not met or (c) a delay caused by Customer, then the scope, schedule or fees may be adjusted as necessary by execution of a SOW Change Request by the parties. If the parties cannot agree to the SOW Change Request, CenturyLink will not be obligated to deliver the affected Services.

6. MISCELLANEOUS

Notwithstanding anything to the contrary in the underlying Agreement or in the applicable Service Attachment, each party's total aggregate liability arising from or related to this SOW will be limited to the total charges paid or payable under this SOW. This SOW will prevail in the event of a conflict between the underlying Agreement, applicable Service Attachment and SOW. CenturyLink is not responsible for any loss or corruption of data or information. Customer is responsible for Customer's own network security policy and security response procedures. CenturyLink's obligations related to data are exclusively governed by the applicable security and

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compliance terms and conditions in the Agreement unless otherwise set forth in this SOW. CenturyLink makes no representation, warranty, or guarantee that the Services performed under this SOW comply with or satisfy any applicable governmental or industry data security standard. Customer acknowledges that CenturyLink may not identify all possible incidents or vulnerabilities and CenturyLink expressly disclaims any responsibility for any unidentified or misidentified incidents or vulnerabilities. Customer consents to CenturyLink's and its affiliates or subcontractors' use of, and transfer to the United States, or other countries, data or information (including Customer traffic or personal information such as names, phone numbers, addresses and/or email addresses) of the Customer for the sole purpose of: fulfilling its obligations under the Agreement, including in connection with its performance of the Services such as providing any applicable monitoring; and (ii) providing information to Customer about CenturyLink's products and services. Customer represents that it will ensure that all information provided to CenturyLink is accurate at all times and that any business contact has consented to CenturyLink's processing of such information for such purposes.

7. AUTHORIZATION

Acknowledged & Agreed:

APPENDIX 1 – SERVICE LOCATIONS

			Please list the customer locations that service will be delivered at			
Location Name	**Phone Number**	**Address**	**City**	**State**	**ZIP**	**Country**
Sherman		1525 Sherman St	Denver	CO	80203	US
Kipling		690 Kipling St	Denver	CO	80215	US
E-Fort		12500 E Arapahoe Rd	Centennial	CO	80112	US
Pueblo		2 Jetway Ct	Pueblo	CO	81001	US
Colorado Springs		1250 Academy Park Loop	Colorado Springs	CO	80910	US

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APPENDIX 2 – SERVICE LEVEL AGREEMENT

This Service Level Agreement ("SLA") applies to Tailored Managed Network Services, formerly known as Managed Enterprise service ("Service") ordered by customers pursuant to an agreement ("Agreement") between the specific customer ("Customer") and CenturyLink ("CenturyLink"). Capitalized terms not defined in this SLA are defined in the Agreement. For Customer's claims related to Service deficiencies, interruptions or failures, Customer's exclusive remedies are limited to those remedies set forth in this SLA.

1. Device & Management, Management Only, and Monitor & Notify Only Service Packages Service Credits. Upon Customer's written request to CenturyLink, made within the next calendar month of the date in which the relevant SLA was not met, Customer will be entitled to the service credits as set forth below. Service credits apply exclusively to the failure of CenturyLink to meet an SLA goal for one or more managed devices that experienced an outage resulting directly from the managed devices. Service credits will not be awarded when a managed device failure occurs as a result of a failure to systems or devices which are not being managed by CenturyLink with the Service. Credits are calculated as the percentage of Affected Service MRCs. The Diagnose Reported Failure SLA goal applies to CenturyLink provided CPE which may also be referred to as CenturyLink Devices in some Service Attachments, and to Customer provided CPE which may also be referred to as Customer Devices in some Service Attachments. The CenturyLink Service Restoration SLA goal only applies to CenturyLink provided CPE and Customer must purchase four-hour onsite parts replacement maintenance. The time periods in the SLA goals are measured from the time a verifiable notification of the failure by Customer to CenturyLink, or when indicated by the Service monitoring tools, whichever is earlier, until a task to be completed under an SLA goal is completed by CenturyLink. CenturyLink's trouble ticketing system will be the governing source of data for calculating SLA credits.

Area	Event Management	Service Credits
Call Servers/Gateways	RESPONSE TO EVENT Critical – **15** Mins / Major – **15** Mins / Minor – **30** Mins DIAGNOSE REPORTED FAILURE. Critical – **1** hours / Major – **2** hours / Minor – **4** hours CENTURYLINK SERVICE RESTORATION. Critical – **4** hours / Major – **6** hours / Minor – **48** hours	10% of MRCs of Affected Services
Routing & Switching	RESPONSE TO EVENT Critical – **15** Mins / Major – **15** Mins / Minor – **30** Mins DIAGNOSE REPORTED FAILURE. Critical – **1** hours / Major – **2** hours / Minor – **4** hours CENTURYLINK SERVICE RESTORATION. Critical – **4** hours / Major – **6** hours / Minor – **48** hours	10% of MRCs of Affected Services
Wireless Access Points	RESPONSE TO EVENT Critical – **15** Mins / Major – **15** Mins / Minor – **30** Mins DIAGNOSE REPORTED FAILURE. Critical – **1** hours / Major – **2** hours / Minor – **4** hours CENTURYLINK SERVICE RESTORATION. Critical – **12** hours / Major – **24** hours / Minor – **48** hours	10% of MRCs of Affected Services
Managed Firewall	RESPONSE TO EVENT Critical – **15** Mins / Major – **15** Mins / Minor – **30** Mins DIAGNOSE REPORTED FAILURE. Critical – **1** hours / Major – **2** hours / Minor – **4** hours CENTURYLINK SERVICE RESTORATION Critical – **4** hours / Major – **6** hours / Minor – **48** hours	10% of MRCs of Affected Services

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2. Definitions.
"Affected Service" means the Tailored Managed Network Service associated with the failed managed devices.
"Critical" - Produces an emergency situation in which one or more managed devices becomes inoperable, produces incorrect results, or fails catastrophically.
"Diagnose" means the process of identification and classification used to determine the nature and/or cause of an alarm or event which have been received through automated systems or reported directly by Customer.
"Final Resolution" means the final state for any reported event where the managed devices reporting the event has been returned to fully operational status and has been determined to be operating within expected limits. Any Workaround fixes have been removed and the CenturyLink NOC begins the process for closing associated tracking tickets.
"Major" - Produces a serious situation in which one or more managed devices becomes inoperable, produces incorrect results, or a mainline function of the network is inoperative.
"Minor" - Produces a non-critical situation in which a condition exists with one or more managed devices and warns of a condition which does not jeopardize service and does not require immediate corrective action.
"Response to Event" means the time interval between when CenturyLink receives an alert and contacts the Customer.
"Service Restoration" means the act of returning failed managed devices to a usable state. Managed device restoration does not always refer to the final fix action and may include interim solutions such as Workarounds or other temporary solutions. A temporary solution can remain in use until a Final Resolution for the request can be determined and implemented.
"Workaround" means a solution that provides a temporary and suitable fix of a reported issue until a Final Resolution, patch or hardware replacement can be delivered.

3. CenturyLink Device Failure. Customer's sole remedy for failure of the CenturyLink Device will be repair or replacement of such CenturyLink Device. If repair or replacement of the CenturyLink Device is not reasonably practical, CenturyLink will notify Customer and Customer may terminate the Service upon 10 business days prior written notice to CenturyLink. Inventory will be maintained consistent with vendor recommendations. If the failure occurs and is reported during business hours (9:00 AM to 4:30 PM Eastern Time Monday through Friday), CenturyLink will replace the failed system by the end of the next business day for domestic locations. If the failure occurs after-hours, the replacement CenturyLink Device will be shipped within two business days. From time to time, CenturyLink may require that the Customer site contact provide assistance and physically access the firewall console and type in commands as instructed by a CenturyLink engineer. All instructions will be conducted in the English language.

4. Customer Device Failure. In the event that Customer Device as an actively managed component of the Service solution fails, CenturyLink will attempt to diagnose and restore managed devices. However, should Customer Device need replacement, CenturyLink will notify Customer of its inability to restore that managed device and the need for Customer to coordinate replacement per Customer's pre-existing CPE maintenance agreement at Customer's expense. Customer is not entitled to any SLA credits for Customer Device under the CenturyLink Service Restoration SLA goal.

5. Configuration Management Objectives. The objectives set forth in this section are objectives only and do not have associated SLA credits. The configuration and management objectives below are specific to remote administration and assume CenturyLink resources are not used for onsite changes. Soft Change Requests as detailed in a SOW will be completed within 48 hours.

6. Maintenance Windows. CenturyLink will perform maintenance during maintenance windows defined in the project plan. Any SLA goal that is missed because of such system upgrades will not entitle Customer to SLA credits. System upgrades may occur outside of the maintenance window upon permission from Customer's designated site contacts. Should Customer not provide CenturyLink with a maintenance window, this SLA will become void.

7. Limitations. This SLA will not apply, and Customer will not be entitled to receive an SLA credit under this SLA, for any event that adversely impacts the Service that is caused by: (a) the acts or omissions of Customer, its employees, contractors or agents or its end users; further, time elapsed due to non-responsiveness from Customer will be deducted from trouble ticket timelines when used in the calculation of SLAs goals; (b) failure of Customer Device or any other failure or malfunction of equipment, applications, public internet, network or systems not owned, controlled or provided by CenturyLink; (c) force majeure events; (d) CenturyLink's lack of access to the Customer premises where reasonably required to restore any equipment, internet, network, or systems owned or controlled by CenturyLink and necessary to provide the Service; or (e) Customer is in breach of its obligations under the Agreement, the Service Schedule or Service Exhibit, or this SOW. Credits may not exceed 100% of the MRCs for the Affected Service in a month. A credit will be applied only to the month in which the event giving rise to the credit occurred.

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APPENDIX 3

LIMITED LETTER OF AGENCY
between
State of Colorado (“Customer”)
and
CenturyLink Communications, LLC (“CenturyLink”)

This limited letter of agency (“LOA”) hereby authorizes CenturyLink any CenturyLink affiliate or third party provider to act as the Customer's agent for the limited purpose of contacting Customer’s designated local exchange carrier (“LEC”), interexchange carrier (“IXC”), Internet service provider ("ISP"), or customer premises equipment (“CPE”) maintenance provider in conjunction with CenturyLink Tailored Managed Network Services (“Service”). Service activities will consist of working with Customer’s LEC, IXC, ISP, or CPE maintenance provider for the purpose of: (a) extracting information concerning transmission data elements carried over Customer’s network connection; (b) identifying Customer’s links or data link connection identifiers; (c) opening, tracking, and closing trouble tickets with the LEC, IXC, ISP, or CPE maintenance provider on Customer’s transport links or CPE when an alarm or fault has been detected; (d) dispatching CPE repair personnel on behalf of Customer to CPE for which a fault has been detected; and (e) discussing fault information with the LEC, IXC, or CPE maintenance provider on behalf of Customer to facilitate resolution of the problem.

CenturyLink does not assume any of Customer's liabilities associated with any of the services the Customer may use.

The term of this LOA will commence on the date of execution below and will continue in full force and effect until terminated with 30 days written notice by one party to the other or until the expiration or termination of the Service.

A copy of this LOA will, upon presentation to LEC, IXC, ISP, and/or CPE maintenance provider, as applicable, be deemed authorization for CenturyLink to proceed on Customer's behalf.

STATE OF COLORADO

_____
Authorized Signature

_____
Name Typed or Printed

_____
Title

_____
Date

CITY COUNCIL COMMUNICATION
AGENDA ITEM 5G

SUBJECT: **APPROVAL OF AGREEMENT WITH OPTIV TO PROVIDE VARONIS SOFTWARE TO THE CITY OF LOUISVILLE**

DATE: **SEPTEMBER 17,2024**

PRESENTED BY: **PAULINA BENNETT, INFORMATION TECHNOLOGY DIRECTOR**

SUMMARY:
Varonis is a data security platform that specializes in protecting sensitive information, detecting insider threats, and ensuring compliance across the City file and Microsoft systems. It provides comprehensive visibility and control over who has access to critical data, tracks user behavior, and detects unusual activities that may indicate security risks.

The City is renewing its contract with Varonis due to its proven ability to enhance data protection strategies, particularly in securing sensitive files and folders. Varonis helps prevent unauthorized access, ensures compliance with regulatory requirements, and supports our security posture by identifying vulnerabilities before they become threats.

FISCAL IMPACT:
This is a 3-year renewal that is budgeted for 2024 and is a part of the 2025/2026 budget.

Year 1: $49,935.76
Year 2: $81,556.12
Year 3: $81,556.12

The City has added all servers to the program, as it was identified only a portion of servers were utilizing Varonis in the past. The City will have the same level of service for all 3 years. At the request of The City of Louisville Varonis broke up the agreement to align with the existing budget due to the unplanned need to add the additional servers to the agreement.

PROGRAM/SUB-PROGRAM IMPACT:
IT sub-program goal: To maintain a secure and connected network ensuring all users have appropriate technological resources to effectively perform their jobs.

RECOMMENDATION:
The recommendation is to approve and sign the Varonis Renewal Agreement

ATTACHMENT(S):

1. Optiv Quote
2. State of Colorado Contract # 139963

STRATEGIC PLAN IMPACT:

☐	**Financial Stewardship & Asset Management**	☒	**Reliable Core Services**
☐	**Vibrant Economic Climate**	☐	**Quality Programs & Amenities**
☐	**Engaged Community**	☐	**Healthy Workforce**
☒	**Supportive Technology**	☐	**Collaborative Regional Partner**

Date: 8/5/2024
Expiration: 8/23/2024

To:
City of Louisville
Paulina Bennett
Director, Information Technology
749 Main Street
Louisville, Colorado 80027
US
(303) 666-6565
pbennett@louisvilleco.gov

Quote#: 4281625-9
Payment Terms: Net 30
Tax ID: 43-1806449
Internal Reference#: Q-2398453

From:
Madison Postlewaite
(614) 4996681
madison.postlewaite@optiv.com

Client Solutions Advisor
Stevan Barnes
(720) 9480750
stevan.barnes@optiv.com

Client Operations Specialist:
Levi Schanaman
(970) 6727273
levi.schanaman@optiv.com

Remit Payment:
Optiv Security Inc.
PO Box 561618
Denver, CO 80256-1610

Year 1/3	Term Dates: 08/06/2024-08/05/2025				
Line #	**Product Description**	**QTY**	**Customer Price**	**Customer Extended Price**	**Contract Vehicle**
1	Varonis Systems: Varonis Hybrid Complete + MDDR SaaS Subscription	320	USD 142.50	USD 45,600.00	NASPO - AR2472 - Carahsoft
2	Varonis Systems: 1 Collector On-prem subscription for 36 Months	4	USD 1,083.94	USD 4,335.76	NASPO - AR2472 - Carahsoft
				Year 1/3 TOTAL:	USD 49,935.76

399

Year 2/3	Term Dates: 08/06/2025-08/05/2026				
Line #	**Product Description**	**QTY**	**Customer Price**	**Customer Extended Price**	**Contract Vehicle**
3	Varonis Systems: Varonis Hybrid Complete + MDDR SaaS Subscription	320	USD 233.05	USD 74,576.00	NASPO - AR2472 - Carahsoft
4	Varonis Systems: 1 Collector On-prem subscription for 36 Months	4	USD 1,745.03	USD 6,980.12	NASPO - AR2472 - Carahsoft
				Year 2/3 TOTAL:	USD 81,556.12

Year 3/3	Term Dates: 08/06/2026-08/05/2027				
Line #	**Product Description**	**QTY**	**Customer Price**	**Customer Extended Price**	**Contract Vehicle**
5	Varonis Systems: Varonis Hybrid Complete + MDDR SaaS Subscription	320	USD 233.05	USD 74,576.00	NASPO - AR2472 - Carahsoft
6	Varonis Systems: 1 Collector On-prem subscription for 36 Months	4	USD 1,745.03	USD 6,980.12	NASPO - AR2472 - Carahsoft
				Year 3/3 TOTAL:	USD 81,556.12

Subtotal:	USD 213,048.00
Estimated Tax:	USD 0.00
Estimated Shipping:	USD 0.00
Grand Total:	**USD 213,048.00**

Sales Quote Terms and Conditions
This Sales Quote and the Client's purchase of the Products listed in this Sales Quote are subject to and shall be governed by (i) the Sales Quote Terms and Conditions and (ii) the Data Processing Terms and Conditions, both available at http://www.optiv.com/agreements

Optiv Security Inc., 1144 15th Street, Suite 2900, Denver, CO 80202 United States

By signing below, client agrees to purchase the items listed above.

Signature: _____ **Date:** _____/_____/_____

Name (Print): _____ **Title:** _____

Quote: 4281625-9
Grand Total: USD 213,048.00

PARTICIPATING ADDENDUM
to NASPO ValuePoint
Cloud Solutions
Administered by the State of Utah
with Carahsoft Technology Corporation
Master Agreement No. AR2472
And
The State of Colorado
Contract # 139963

1. PARTIES AND SCOPE

This Participating Addendum, including all of its attached exhibits and other documents incorporated by reference (the "Participating Addendum"), is entered into by and between Carahsoft Technology Corporation (the "Contractor"), and the State of Colorado (the "State"). This Participating Addendum covers participation in the Cloud Solutions Master Agreement led by the State of Utah (the "Master Agreement"), for use by State agencies and other entities located in Colorado which are authorized by law to utilize State contracts with the prior approval of the State Purchasing Director. The specific Goods and Services provided under the Master Agreement are listed in **Exhibit C Products and Price List** of this agreement.

2. PARTICIPATION

Agencies, political subdivisions and other entities (including cooperatives) authorized by the State's statutes to use State contracts may make purchases under this Participating Addendum as of its Effective Date. Issues of interpretation and eligibility for participation are solely within the authority of the Chief Procurement Officer.

3. STATE MODIFICATIONS TO MASTER AGREEMENT AND APPLICABILITY

To the extent not modified by this Participating Addendum and all its exhibits, the Master Agreement and all its terms and conditions shall apply to this Participating Addendum. If any term of this Participating Addendum conflicts with the Master Agreement, then this Participating Addendum shall control for all transactions between the State and the Contractor under this Participating Addendum. All terms defined in the Master Agreement shall have the meaning given to them in the Master Agreement, except for those terms specifically defined differently in this Participating Addendum.

4. RESERVED

5. PRIMARY CONTACTS AND PERSONNEL RESPONSIBILITIES

The primary contacts for this Participating Addendum are the individuals named in this section. Either Party may change its primary contacts or primary contacts contact information by notice submitted to the other party in writing no later than 5 days following the date on which the change occurs, without a formal amendment to this Participating Addendum. The Contractor's primary

contact shall be ultimately responsible for ensuring that all Goods are delivered and all Services are completed in accordance with this Participating Addendum.

Primary Contact for the State:
Greg Draughon
Colorado State Purchasing & Contracts Office
1525 Sherman Street, 3rd Floor
Denver, CO 80203
303-866-4552
Gregory.Draughon@state.co.us

Primary Contact for the Contractor:
Colby Bender
11493 Sunset Hills Road
Suite 100
Reston, VA 20190
703-889-9878
NASPO@Carahsoft.com

Each individual identified in this **§5** of the Participating Addendum shall be the primary contact of the designating Party. All notices required or permitted to be given under this Participating Addendum shall be in writing and shall be delivered **(A)** by hand with receipt required, **(B)** by certified or registered mail to such Party's primary contact at the address set forth above or **(C)** as an email with read receipt requested to the primary contact at the email address, if any, set forth above. 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 primary contact at the address set forth above. Unless otherwise provided in this Participating Addendum, notices shall be effective upon delivery of the written notice.

In addition to the primary contact in this section, the Contractor shall also provide an individual who is ultimately responsible for the creation and submission of the quarterly volume report described in **Exhibit A** of this Participating Addendum. This individual, as named in this section, shall ensure that all required quarterly volume reports are accurate and delivered by the appropriate due date for that quarterly volume report. The Contractor may change this individual or their contact information by notice submitted to the other party in writing no later than 5 days following the date on which the change occurs, without a formal amendment to this Participating Addendum.

Individual Responsible for Quarterly Volume Report Creation and Submission:

6. SUBCONTRACTORS

The Contractor may only use Subcontractors, as defined in **Exhibit A. §4.EE**, under this Participating Addendum if the State has provided written approval for the Contractor to use that Subcontractor. All such approved Subcontractors authorized in the State of Colorado, as shown on the dedicated Contractor website, are approved to provide sales and service support to the State and any Purchasing Entity in the State. The Contractor's Subcontractor's participation shall be in accordance with the terms and conditions set forth in the Master Agreement and this Participating Addendum, as appropriate.

7. ORDERS

Any Order placed by a Purchasing Entity in the State of Colorado for a Good or Service available under this Participating Addendum shall be deemed to be a sale (and governed by the prices and

other terms and conditions) under the Master Agreement and this Participating Addendum unless the parties to the Order agree in writing that another contract or agreement applies to such Order or the terms of that Order control to the extent that they conflict with the terms of the Master Agreement or this Participating Addendum.

8. ORDER OF PRECEDENCE AND ATTACHED EXHIBITS

All of the exhibits listed in this section are attached to this Participating Addendum and are incorporated herein by reference. In the event of a conflict or inconsistency between this Participating Addendum and any exhibits or attachment such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:

A. Colorado Special Provisions in **§20** of **Exhibit A**, State Specific Terms

B. **Exhibit D**, Information Technology Specific Terms

C. The provisions of this Participating Addendum

D. All other sections of **Exhibit A**, State Specific Terms

E. **Exhibit B** Statement of Work

F. **Exhibit C** Products and Price List

Notwithstanding anything to the contrary herein, the State and Purchasing Entities shall not be subject to any provision incorporated in any terms and conditions appearing on Contractor's or Subcontractor's website, any provision incorporated into any click-through or online agreements, or any provisions incorporated into any other document or agreement between the Parties that **(i)** requires the State to indemnify or hold harmless Contractor or any other party, **(ii)** is in violation of State law as, regulations, rules, fiscal rules, policies, or other State requirements as deemed solely by the State or **(iii)** is contrary to any of the provisions incorporated into **Exhibit A, §20** or the main body of this Participating Addendum.

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THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

CONTRACTOR
Carahsoft Technology Corporation

By: Kristina Smith

Title: Director of Contracts

By: _____
*Signature

Date: 2/27/20

STATE OF COLORADO
Jared S. Polis, Governor

Department of Personnel & Administration
State Purchasing and Contracts Office
Kara Veitch, Executive Director

By: _____
Sherri Maxwell, State Purchasing and Contracts Director
John Chapman, State Purchasing Manager

Date: 3/6/2020

STATE OF COLORADO
Governor's Office of Information Technology
Theresa M. Szczurek PhD., Information Officer and Executive Director

By: _____
Laura Calder, Chief Financial Officer

Date: 3/13/20

ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER

§24-30-202 C.R.S. requires the State Controller to approve all State Contracts. This Participating Addendum is not valid until signed and dated below by the State Controller or an authorized delegate.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: _____

Name: Chuck M. Bolser

Date: 3/17/2020

PARTICIPATING ADDENDUM
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1. AUTHORITY

Authority to enter into this Participating Addendum exists in the Colorado Procurement Code, §24-102-202, C.R.S. and 1 CCR 101-9 R-24-102-202-01., and its associated rules.

2. PURPOSE

The Parties are entering into this Participating Addendum for the Contractor to provide ICloud Solutions to Purchasing Entities. The Contractor was selected as a result of State Price Agreement.

3. TERM

A. Initial Term - Work Commencement

The Parties' respective performances under this Participating Addendum shall commence on the Effective Date and shall be co-terminus with NASPO ValuePoint Master Agreement AR2472. Unless this Participating Addendum is terminated earlier, as described herein, or the State cancels its participation as described in the Master Agreement (the "Term"), the term of the Participating Addendum shall follow the Master Agreement initial term and will

be automatically extended beyond the initial term if the Master Agreement term is extended (See Section 3.B.).

B. Extension of Term

If the term of NASPO ValuePoint Master Agreement is extended for any reason, the Term of this Participating Addendum shall be automatically modified to account for that extension, so long as such extension complies with the Colorado Procurement Code.

C. Order Term

Orders may only be placed prior to the expiration or earlier termination of this Participating Addendum, but may have a delivery date or performance period that extends no longer than 120 calendar days following that expiration or earlier termination date. Regardless of whether this Participating Addendum has expired or has been terminated, the Contractor shall comply with all Orders that extend past the expiration or termination, as described in this section, and all requirements of this Participating Addendum necessary to complete outstanding Orders shall survive the expiration or termination of this Participating Addendum until all Orders are complete.

D. Early Termination in the Public Interest

The State is entering into this Participating Addendum to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. A determination that this Contract should be terminated in the public interest shall not be equivalent to a State right to terminate for convenience. This subsection shall not apply to a termination of this Participating Addendum by the State for breach by Contractor, which shall be governed by **§14.A.i**.

i. Method and Content

The State shall notify Contractor of such termination in accordance with §5 of this Participating Addendum. The notice shall specify the effective date of the termination and whether it affects all or a portion of this Participating Addendum, and shall include, to the extent practicable, the public interest justification for the termination.

ii. Obligations and Rights

Upon receipt of notice for termination in the public interest, Contractor shall be subject to the rights and obligations set forth in **§14.A.i.a**

iii. Payments

If the State terminates this Participating Addendum in the public interest, the Purchasing Entities shall pay Contractor according to their orders with the Contractor. The sum of any and all payments shall not exceed the maximum amount payable to Contractor under each order.

4. DEFINITIONS

The following terms shall be construed and interpreted as follows:

A. **"Administration Fee"** means the fee that is due to the State for the administration of this Participating Addendum, as described in **§7. A.** of this **Exhibit A**.

B. "**Breach of Contract**" means the failure of a Party to perform any of its obligations in accordance with this Contract, in whole or in part or in a timely or satisfactory manner. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) days after the institution of such proceeding, shall also constitute a breach. If Contractor is debarred or suspended under §24-109-105, C.R.S. at any time during the term of this Contract, then such debarment or suspension shall constitute a breach.

C. "**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.

D. **"Ceiling Price"** means the maximum price a Contractor or a Subcontractor may charge for a Good or Service under this Participating Addendum.

E. "**Chief Procurement Officer**" means the individual to whom the Executive Director of the Department of Personnel & Administration has delegated his or her authority pursuant to §24-102-202, C.R.S. to procure or supervise the procurement of all supplies and services needed by the state.

F. "**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.

G. **"Confidential Information"** means any and all information that is normally considered confidential in nature, and includes, but is not limited to, all State Records not subject to disclosure under the Colorado Open Records Act, §§24-72-200.1, *et seq.*, C.R.S. ("CORA").

H. "**Contract**" means this Participating Addendum, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto.

I. "**Contract Funds**" means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by a Purchasing Entity for Orders placed under this Participating Addendum.

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

K. **"Deliverable"** means the outcome to be achieved or output to be provided, in the form of a tangible object or software that is produced as a result of Contractor's Work that is intended to be delivered to the State by Contractor.

L. **"Effective Date"** means the date Contract is signed by the State Controller or their designee.

M. **"Environmentally Preferable Products"** means products that have a lesser or reduced adverse effect on human health and the environment when compared with competing products that serve the same purpose, as defined in §24-103-904, C.R.S.

N. **"Effective Date"** means the date on which this Participating Addendum is approved and signed by the Colorado State Controller or designee, as shown on the Signature Page for this Participating Addendum. If this Contract is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), C.R.S., then the Effective Date of this Contract shall be the

later of the date on which this Contract is approved and signed by the State's Chief Information Officer or authorized delegate or the date on which this Contract is approved and signed by the State Controller or authorized delegate, as shown on the Signature Page for this Contract.

O. "**Exhibits**" means the following exhibits attached to this Contract:

i. **Exhibit A**, State Specific Terms.

ii. **Exhibit B**, Statement of Work.

iii. **Exhibit C**, Products and Price List

iv. **Exhibit D**, OIT terms and conditions

P. **"Extension Term"** means the time period defined in **§3. B.**

Q. **"Goods"** means any movable material acquired, produced, or delivered by Contractor as set forth in this Participating Addendum and shall include any movable material acquired, produced, or delivered by Contractor in connection with the Services.

R. **"Incident"** means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access, loss, disclosure, modification, disruption, or destruction of any communications or information resources of the State, which are included as part of the Work, as described in §§24-37.5-401, *et. seq.*, C.R.S. Incidents include, without limitation **(i)** successful attempts to gain unauthorized access to a State system or State Information regardless of where such information is located; **(ii)** unwanted disruption or denial of service; **(iii)** the unauthorized use of a State system for the processing or storage of data; or **(iv)** changes to State system hardware, firmware, or software characteristics without the State's knowledge, instruction, or consent.

S. **"Initial Term"** means the time period defined in **§3.A** of this **Exhibit A**.

T. **"Order"** means any delivery order, purchase order, contract, agreement or other binding document used by a Purchasing Entity to order the Goods and Services described in this Participating Addendum from the Contractor, and shall include any modification to such a document.

U. "**Party**" means the State or Contractor, and **"Parties"** means both the State and Contractor.

V. **"Purchasing Entity"** means any entity or organization that has been authorized by the State to place Orders with the Contractor, and may include, without limitation, agencies of the State, government supported institution of higher education within the State, political subdivisions of the State, authorized non-profit organizations and other authorized entities.

W. "**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.

X. "**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 and 24-73-101, C.R.S.

Y. "**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.

Z. "**Services**" means the services to be performed by Contractor as set forth in this Participating Addendum, and shall include any services to be rendered by Contractor in connection with the Goods.

AA. **"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, PCI, and State personnel records not subject to disclosure under CORA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Contractor which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Contractor without restrictions at the time of its disclosure to Contractor; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Contractor to the State; (iv) is disclosed to Contractor, without confidentiality obligations, by a third party who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.

BB. **"State Fiscal Rules"** means that fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13) (a), C.R.S.

CC. **"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.

DD. **"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.

EE. "**Subcontractor**" means third-parties, if any, engaged by Contractor pursuant to §19.B. to aid in performance of the Work. The term "Subcontractor" includes, without limitation, any dealers, distributors, partners or resellers engaged by the Contractor to perform the Work.

FF. "**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.

GG. "**Work**" means the Goods delivered and Services performed pursuant to this Contract.

HH. "**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 Participating Addendum that is defined in an Exhibit shall be construed and interpreted as defined in that Exhibit.

5. STATEMENT OF WORK

Contractor shall complete the Work as described in this Participating Addendum and in accordance with the provisions of Exhibits A, B, and C and with any Purchasing Entity's Order. Contractor personnel shall work cooperatively with State and Purchasing Entity staff to ensure the completion of the Work.

A. Ordering and Order Fulfillment

i. Ordering

a. Contractor shall provide a complete and accurate Internal Revenue Service form W9 to the State prior to accepting an Order from any Purchasing Entity. Upon a request by a Purchasing Entity, Contractor shall provide a complete and accurate Internal Revenue Service form W9 to that Purchasing Entity.

b. Each Purchasing Entity may complete an Order in accordance with its own rules and policies, as available to Contractor, using the appropriate documentation for that organization to issue an Order.

c. Contractor shall communicate directly with each Purchasing Entity related to that Purchasing Entity's Orders.

d. Contractor shall ensure that all Orders it accepts have the proper information contained in them for Contractor to be able to comply with all reporting requirements of this Exhibit A.

e. If Contractor provides for Ordering through an internet-based portal or electronic catalog, Contractor shall maintain all of Contractor's necessary hardware, software, backup-capacity and network connections required to operate that internet-based portal or electronic catalog.

f. Contractor's internet-based portal and electronic catalogs shall clearly designate that they are part of this Participating Addendum and shall have a link to the State's price agreement web location, as determined by the State. Contractor shall ensure that all Environmentally Preferable Products are clearly listed on internet-based portal and electronic catalogs.

g. If Contractor provides an internet-based portal or electronic catalog, Contractor shall also provide paper catalogs or catalogs on other digital media upon request by a Purchasing Entity.

h. If Contractor's catalog will be either hosted on or accessed through the State's eCommerce system, when available, then Contractor shall comply with all policies, procedures and directions from the State in relation to hosting its catalog on or making its catalog accessible through that system. Contractor shall ensure that all information made available through the State's eCommerce system is accurate and complies with this Participating Addendum.

6. PAYMENTS TO CONTRACTOR

A. Payments Under Orders

i. Contractor shall allow the State and Purchasing Entities to use a procurement card or other credit card to make payments under any Order, in addition to any other payment procedure available to the State or Purchasing Entity.

ii. The State shall not pay any amount to Contractor under this Participating Addendum unless the State issues an Order, at which time it shall pay Contractor in accordance with that Order. The State shall not be responsible for payment under any Order that is issued by a Purchasing Entity that is not the State, and the Contractor shall seek no payment or other compensation from the State for any Work performed under any Order issued by a Purchasing Entity that is not the State.

B. Payment Procedures

i. Invoices

Contractor shall invoice each Purchasing Entity in accordance with that Purchasing Entity's Order. Contractor shall not invoice the State under any Order unless the State issued that Order. Contractor shall allow 45 days for the State and Purchasing Entities to pay an invoice following the receipt of the invoice, unless the State or a Purchasing Entity specifically agrees to a shorter time in an Order. State law and regulations provide that State payments made within 45 days are not considered delinquent, and unless otherwise agreed, State Purchasing Entities will pay interest on any unpaid balance beginning on the 45th day at the rate of 1% per month until paid in full; provided, however, that interest shall not accrue on unpaid amounts that are the subject of a good faith dispute regarding the obligation to pay all or a portion of the liability. Contractor shall invoice State Ordering Entities separately for accrued interest on delinquent amounts due. The billing shall reference the delinquent payment, the number of day's interest to be paid, and the applicable interest rate. (§ 24-30-202(24), C.R.S., as amended.)

ii. Payment Disputes

Unless different procedures are specified in an Order, if Contractor disputes any calculation, determination or amount of any payment, Contractor shall notify the Purchasing Entity issuing the Order in writing of its dispute within 30 days following the earlier to occur of Contractor's receipt of the payment or notification of the determination or calculation of the payment by that Purchasing Entity. The Purchasing Entity will review the information presented by Contractor and may make changes to its determination based on this review. The calculation, determination or payment amount that results from the Purchasing Entity'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 Purchasing Entity has concluded its review, and the Purchasing Entity shall not pay any interest on any amount during the period it is subject to dispute under this subsection.

iii. Available Funds-Contingency-Termination of Order

Purchasing Entities, except for authorized non-profit entities, are prohibited by law from making commitments beyond the term of the current Purchasing Entity's Fiscal Year. Payment to Contractor beyond the current Purchasing Entity's Fiscal Year is contingent on the appropriation and continuing availability of Contract Funds in any subsequent year (See Colorado Special Provision). If federal funds, non-State funds or funds from any other source constitute all or some of the Contract Funds, the Purchasing

Entity's obligation to pay Contractor shall be contingent upon such funding continuing to be made available for payment. Orders under this Participating Addendum shall be made only from Contract Funds, and the Purchasing Entity's liability for such payments shall be limited to the amount remaining of such Contract Funds. If State, federal or other Purchasing Entity funds are not appropriated, or otherwise become unavailable to fund an Order under this Participating Addendum, the Purchasing Entity may, upon written notice, terminate the Order, in whole or in part, without incurring further liability. The Purchasing Entity shall, however, remain obligated to pay for Services and Goods that are delivered and accepted prior to the effective date of notice of termination of Order. A State Purchasing Entity Order termination shall otherwise be treated as if the Order was terminated in the public interest as described in §3. D. of this Exhibit A.

The Purchasing Entity may effect such termination by giving Contractor a written notice of termination, to the Contractor's primary contact in accordance with **§5** of the Participating Addendum, and by paying to Contractor any amounts which are due and have not been paid through the last day of the Fiscal Year for which appropriated funds are available. The Purchasing Entity shall endeavor to give notice of such termination not less than 30 days prior to the day of non-availability of funds, and shall notify Contractor of any anticipated termination.

iv. Discount and Delinquency Period

Any applicable cash discount period or delinquency period for the amounts shown on an invoice shall begin on the date the Purchasing Entity's approves of the invoice, or from the date of receipt of acceptable Goods or Services at the specified destination by an authorized Purchasing Entity representative, whichever is later.

7. PAYMENTS TO STATE

Administrative Fees

A. Each State Fiscal Year quarter, Contractor shall, using a form as directed by the State, calculate an Administrative Fee equal to 1% of the total sales made under Orders during that State Fiscal Year quarter. Contractor shall pay the State the Administrative Fee for each State Fiscal Year quarter within 45 days following the end of that State Fiscal Year quarter.

B. Contractor shall remit all administrative fees to the State's primary contact identified in **§5** of the Participating Addendum and with the payee as "State of Colorado".

8. REPORTING – NOTIFICATION

A. Volume Reporting

The State will use a centralized method of tracking volume. Contractor shall provide a quarterly volume report to the State's primary contact identified in **§5** of this Participating Addendum within 30 calendar days following the end of the State Fiscal Year quarter that the report covers. The quarterly volume report shall be submitted in a form as directed by the State, which may be modified by the State from time to time. The quarterly volume report shall contain, at a minimum, all of the following:

i. A summary volume report that includes, but is not limited to, all of the following for the quarter that the report covers:

a. The total spent by each type of Purchasing Entity under this Participating

Addendum.

b. The total of the list cost of all items purchased by each type of Purchasing Entity under this Participating Addendum.

c. The total estimated cost savings for each type of Purchasing Entity under this Participating Addendum, calculated as the total list cost of all items purchased by each type of Purchasing Entity minus the total spent for that type of Purchasing Entity.

d. The total paid with a procurement card or credit card for each Purchasing Entity under this Participating Addendum.

e. The total sales of environmentally preferable products, as defined in the State's Environmentally Preferable Purchasing Policy, for each Purchasing Entity under this Participating Addendum.

f. The amount of the total administrative fee due to the State.

g. Any additional summary information as requested by the State.

ii. A detail report that includes, but is not limited to, all of the following for each sale that occurred during the quarter that the report covers:

a. The name of the Purchasing Entity who the sale was made to.

b. The date of the sale.

c. A listing of each item purchased in the sale, including the name of the item, the quantity of the item, the unit price for the item, the extended cost for the item calculated by multiplying the unit price by the quantity, the list price per unit for the item, the extended list cost for the item calculated by multiplying the quantity by the list price, and the savings on the item calculated by subtracting the extended cost from the extended list cost.

d. Any other detail information as requested by the State.

B. Additional Operational Reporting

Upon request by the State, the Contractor shall provide operational reporting that include all detailed and summary transaction, historical or payment information related to the State or any of the Participating Entities as requested by the State. The Contractor shall provide all such additional reports within 10 Business Days following the State's request for that information, unless the State agrees to a longer period of time in writing.

C. Environmentally Preferable Product Reporting

Upon request by the State, the Contractor shall provide detailed reporting on environmentally preferable products, as defined in the State's Environmentally Preferable Purchasing Policy that are purchased or made available under this Participating Addendum. The State and the Contractor shall agree upon the scope and detail of such reports. The Contractor shall provide all such additional reports within 10 Business Days following the State's request for that information, unless the State agrees to a longer period of time in writing.

D. Litigation Reporting

If Contractor is served with a pleading or other document in connection with an action before a court or other administrative decision making body, and such pleading or document relates

to this Participating Addendum or may affect Contractor's ability to perform its obligations under this Participating Addendum, Contractor 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 primary contact identified in **§5** of the Participating Addendum .

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

To the extent not previously disclosed in accordance with §24-102-206, C.R.S., Contractor shall provide written notice to the State's primary contact in accordance with **§5** of the Participating Addendum and in a form designated by the State, within 20 days following the earlier to occur of Contractor's decision to perform Services outside of the State of Colorado or the United States, or its execution of an agreement with a Subcontractor to perform Services outside the State of Colorado or the United States. Such notice shall specify the type of Services to be performed outside the State of Colorado or the United States and the reason why it is necessary or advantageous to perform such Services at such location or locations, and such notice shall be a public record. Knowing failure by Contractor to provide notice to the State under this section shall constitute a breach of this Participating Addendum. This section shall not apply if the Participating Addendum Funds include any federal funds.

9. CONTRACTOR RECORDS

A. Maintenance

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

B. Inspection

Contractor shall permit the State to audit, inspect, examine, excerpt, copy and transcribe Contractor Records during the Record Retention Period. Contractor shall make Contractor Records available during normal business hours at Contractor's office or place of business, or at other mutually agreed upon times or locations, upon no fewer than two Business Days' notice from the State, unless the State determines that a shorter period of notice, or no notice, is necessary to protect the interests of the State.

C. Monitoring

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

D. Final Audit Report

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

E. Periodic Business Reviews

i. The State may schedule periodic business reviews to review Contractor's performance under this Participating Addendum.

ii. Contractor shall ensure personnel assigned to the Participating Addendum are available for these meetings with the State as scheduled by the State.

iii. Contractor's primary contact designated in **§5** of this the Participating Addendum shall be available for all regularly scheduled meetings between Contractor and the State, unless the State has granted prior, written approval otherwise.

10. CONFIDENTIAL INFORMATION-STATE RECORDS

A. Confidentiality

Contractor shall keep confidential, and cause all Subcontractors to keep confidential, all State Records, unless those State Records are publicly available. Contractor shall not, without prior written approval of the State, use, publish, copy, disclose to any third party, or permit the use by any third party of any State Records, except as otherwise stated in this Participating Addendum, permitted by law or approved in Writing by the State. Contractor shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security and all applicable laws, rules, policies, publications, and guidelines. If Contractor or any of its Subcontractors will or may receive the following types of data, Contractor or its Subcontractors shall provide for the security of such data according to the following: **(i)** the most recently promulgated IRS Publication 1075 for all Tax Information and in accordance with the Safeguarding Requirements for Federal Tax Information attached to this Contract as an Exhibit, if applicable, **(ii)** the most recently updated PCI Data Security Standard from the PCI Security Standards Council for all PCI, **(iii)** the most recently issued version of the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy for all CJI, and **(iv)** the federal Health Insurance Portability and Accountability Act for all PHI and the HIPAA Business Associate Agreement attached to this Contract , if applicable.. Contractor shall immediately forward any request or demand for State Records to the State's primary contact as identified in §5 of the Participating Addendum.

B. Other Entity Access and Nondisclosure Agreements

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

C. Use, Security, and Retention

Contractor shall use, hold and maintain State Confidential Information in compliance with all applicable laws and regulations in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information wherever located. Contractor shall provide the State with access, subject to Contractor's reasonable security requirements, for purposes of inspecting and monitoring access and use of State Confidential Information and evaluating security control

effectiveness. Upon the expiration or termination of this Participating Addendum, Contractor shall return State Records provided to Contractor or destroy such State Records and certify to the State that it has done so, as directed by the State. If Contractor is prevented by law or regulation from returning or destroying State Confidential Information, Contractor warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

D. Incident Notice and Remediation

If Contractor becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. Unless Contractor can establish that neither Contractor nor any of Contractor's agents, employees, assigns or Subcontractors are the cause or source of the Incident, Contractor shall be responsible for the cost of notifying each person who may have been impacted by the Incident. After an Incident, Contractor shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State. The State may adjust or direct modifications to this plan in its sole discretion, and Contractor shall make all modifications as directed by the State. If Contractor cannot produce its analysis and plan within the allotted time, the State, in its sole discretion, may perform such analysis and produce a remediation plan, and Contractor shall reimburse the State for the actual costs thereof. The State may, in its sole discretion and at Contractor's sole expense, require Contractor to engage the services of an independent, qualified, State-approved third party to conduct a security audit. Contractor shall provide the State with the results of such audit and evidence of Contractor's planned remediation in response to any negative findings.

E. Data Protection and Handling

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

F. Safeguarding PII

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

11. CONFLICTS OF INTEREST

A. Actual Conflicts of Interest

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

B. Apparent Conflicts of Interest

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

C. Disclosure to the State

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

D. Contractor acknowledges that all State employees are subject to the ethical principles described in § 24-18-105, C.R.S. Contractor further acknowledges that State employees may be subject to the requirements of § 24-18-105, C.R.S. with regard to this Contract. For the avoidance of doubt, an actual or apparent conflict of interest shall exist if Contractor employs or contracts with any State employee, any former State employee within six months following such employee's termination of employment with the State, or any immediate family member of such current or former State employee. Contractor shall provide a disclosure statement as described in §9.C. no later than ten days following entry into a contractual or employment relationship as described in this section. Failure to timely submit a disclosure statement shall constitute a Breach of Contract. Contractor may also be subject to such penalties as are allowed by law.

12. INSURANCE

Contractor shall obtain and maintain, and ensure that each Subcontractor shall obtain and maintain, insurance as specified in this section at all times during the term of this Participating Addendum and until all orders for goods or Services or both have been delivered and accepted, regardless of whether this Participating Addendum has expired or has been terminated. All insurance policies required by this Participating Addendum shall be issued by insurance companies as approved by the State.

A. Workers' Compensation

Workers' Compensation insurance as required by state statute, and employers' liability insurance covering all Contractor or Subcontractor employees acting within the course and scope of their employment. Insurance must stay in place and in effect even if the contract terms expires, until all product or terms of the contract are completed and satisfied up to 120 days after contract term expires.

B. General Liability

Commercial general liability insurance covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:

i. $1,000,000 each occurrence;

ii. $2,000,000 general aggregate;

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

iv. $50,000 any one fire.

C. 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.

D. Cyber/Network Security and Privacy Liability

Liability insurance covering civil, regulatory, and statutory damages, contractual damages, data breach management exposure, and any loss of income or extra expense as a result of actual or alleged breach, violation or infringement of right to privacy, consumer data protection law, confidentiality or other legal protection for personal information, as well as State Confidential Information with minimum limits as follows:

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

ii. $2,000,000 general aggregate.

E. Professional Liability Insurance

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

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

ii. $1,000,000 general aggregate.

E. Crime Insurance

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

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

ii. $1,000,000 general aggregate.

F. Additional Insured

The State shall be named as additional insured on all commercial general liability policies (leases and construction contracts require additional insured coverage for completed operations) required of Contractor and Subcontractors.

G. Primacy of Coverage

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

H. Cancellation

The above insurance policies shall include provisions preventing cancellation or non-renewal, except for cancellation based on non-payment of premiums, without at least 30 days prior notice to Contractor and Contractor shall forward such notice to the State in accordance with **§5** of the Participating Addendum within 7 days of Contractor's receipt of such notice.

I. Subrogation Waiver

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

J. Public Entities

If Contractor is a "public entity" within the meaning of the Colorado Governmental Immunity Act, §§24-10-101, *et seq.*, C.R.S. (the "GIA"), Contractor shall maintain, in lieu of the liability insurance requirements stated above, at all times during the term of this Participating Addendum such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA. If a Subcontractor is a public entity within the meaning of the GIA, Contractor shall ensure that the Subcontractor maintain at all times during the terms of this Participating Addendum, in lieu of the liability insurance requirements stated above, such liability insurance, by commercial policy or self-insurance, as is necessary to meet the Subcontractor's obligations under the GIA.

K. Certificates

Contractor shall provide to the State certificates evidencing Contractor's insurance coverage required in this Participating Addendum within seven Business Days following the Effective Date. Contractor shall provide to the State certificates evidencing Subcontractor insurance coverage required under this Participating Addendum within seven Business Days following the Effective Date, except that, if Contractor's subcontract is not in effect as of the Effective Date, Contractor shall provide to the State certificates showing Subcontractor insurance coverage required under this Participating Addendum within seven Business Days following Contractor's execution of the subcontract. No later than 15 days before the expiration date of Contractor's or any Subcontractor's coverage, Contractor shall deliver to the State certificates of insurance evidencing renewals of coverage. At any other time during the term of this Participating Addendum, upon request by the State, Contractor shall, within seven 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 OF CONTRACT

In the event of a Breach of Contract, the aggrieved Party shall give written notice of breach to the other Party. If the notified Party does not cure the Breach of Contract, at its sole expense, within 30 days after the delivery of written notice, the Party may exercise any of the remedies as described in **§14** for that Party. Notwithstanding any provision of this Participating Addendum to the contrary, the State, in its discretion in order to protect the public interest of the State, need not provide notice or a cure period and may immediately terminate this Participating Addendum in whole or in part or institute any other remedy in this Participating Addendum; or if Contractor is debarred or suspended under §24-109-105, C.R.S., the State, in its discretion, need not provide notice or cure period and may terminate this Contract in whole or in part or institute any other remedy in this Contract as of the date that the debarment or suspension takes effect.

14. REMEDIES

A. State's Remedies

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

i. Termination for Breach

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

If after termination by the State, the State agrees that Contractor was not in breach or that Contractor's action or inaction was excusable, such termination shall be treated as a termination in the public interest, and the rights and obligations of the Parties shall be as if this Participating Addendum had been terminated in the public interest under **§3. D.**

ii. Remedies Not Involving Termination

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

a. Suspend Performance

Suspend Contractor's performance with respect to all or any portion of the Work pending corrective action as specified by the State without entitling Contractor to an adjustment in price or cost or an adjustment in the performance schedule. Contractor shall promptly cease performing Work and incurring costs in accordance with the State's directive, and neither the State nor any Purchasing Entity shall be liable for costs incurred by Contractor after the suspension of performance.

b. Removal

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

c. Intellectual Property

If any Work infringes, or if the State in its sole discretion determines that any Work is likely to infringe, a patent, copyright, trademark, trade secret or other intellectual property right, Contractor shall, at the option of and as approved by the State or Purchasing Entity **(i)** secure that right to use such Work for the State, Purchasing Entity and Contractor; **(ii)** replace the Work with noninfringing Work or modify the Work so that it becomes noninfringing; or, **(iii)** remove any infringing Work and refund the amount paid for such Work to the Purchasing Entity.

B. Contractor's Remedies

If the State is in breach of any provision of this Participating Addendum and does not cure such breach, Contractor, following the notice and cure period in **§13** and the dispute resolution process in **§15** shall have all remedies available at law and equity. If a Purchasing Entity is in breach of a provision of an Order, Contractor shall have all remedies available to it under that Order and available at law and equity.

C. Purchasing Entity's Remedies

i. If Contractor is in breach under any provision of an Order by a Purchasing Entity, the Purchasing Entity shall have all of the remedies listed in that Order, all remedies listed in §**14. A. ii** above, all remedies listed here in §**14.C** and all other remedies available by law or equity. The Purchasing Entity may exercise any or all of the remedies available to it, in its discretion, concurrently or consecutively.

ii. If a Purchasing Entity gives Contractor notice of breach or terminates an Order because of Contractor's breach of that Order, Contractor shall provide notice to the State of that breach or termination within five Business Days following Contractor's receipt of that notice of breach or termination.

iii. Payments and Damages

a. Notwithstanding anything to the contrary, Purchasing Entities shall only pay Contractor for accepted Work received as of the date of termination. A Purchasing Entity may withhold any amount that may be due Contractor as the Purchasing Entity deems necessary until Contractor corrects its Work or to protect itself against loss including, without limitation, loss as a result of outstanding liens and costs incurred by the Purchasing Entity in procuring from third parties replacement Work as cover.

b. Notwithstanding any other remedial action by the State, Contractor shall remain liable to the State or appropriate Purchasing Entity for any damages sustained by the State or Purchasing Entity in connection with any breach by Contractor, and the Purchasing Entity may withhold payment to Contractor for the purpose of mitigating the Purchasing Entity's damages.

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

15. DISPUTE RESOLUTION

A. Order Disputes, Termination and Resolution

i. If a dispute related to an Order arises between Contractor and a Purchasing Entity, Contractor shall meet with the Purchasing Entity to attempt to resolve the issue. If Contractor is unable to resolve the issue with the Purchasing Entity, then Contractor may request assistance from the State by submitting a request in writing, which includes the pertinent information about the dispute and the assistance sought by Contractor, in accordance with **§5** of the Participating Addendum. Nothing in this section shall be interpreted as limiting the rights or obligations of Contractor, the State or any Purchasing Entity under this Contract of any Order.

ii. A Purchasing Entity may terminate an Order if it determines that Contractor was in breach of that Order. Termination of an Order shall not terminate any other Order or this Participating Addendum.

iii. If a Purchasing Entity gives Contractor notice of breach or terminates an Order because of Contractor's breach of that Order, Contractor shall provide notice to the State of that breach or termination within five Business Days following Contractor's receipt of that notice of breach or termination.

B. Initial Resolution

Except as herein specifically provided otherwise, disputes concerning the performance of this Participating Addendum which cannot be resolved by the designated Participating Addendum primary contacts, as identified in **§5** of the Participating Addendum, or through a dispute on an Order shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager designated by Contractor for resolution.

C. Resolution of Controversies arising under this Participating Addendum

If the initial resolution described in **§15.B** fails to resolve the dispute within 10 Business Days, Contractor shall submit any alleged breach of this Participating Addendum by the State to the Procurement Official of the State Purchasing and Contracts Office as described in in §24-102-202 (3), C.R.S. for resolution in accordance with the provisions of §§24-109-101.1 through 24-109-505, C.R.S., (the "Resolution Statutes"), except that if Contractor wishes to challenge any decision rendered by the Procurement Official, Contractor's challenge shall be an appeal to the Executive Director of the Department of Personnel and Administration, or their delegate, under the Resolution Statutes before Contractor pursues any further action as permitted by such statutes. Except as otherwise stated in this Section, all requirements of the Resolution Statutes shall apply including, without limitation, time limitations.

16. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

A. Work Product

Contractor assigns to the Purchasing Entity 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 under an Order. Whether or not Contractor is under contract with the State at the time, Contractor shall execute applications, assignments, and other documents, and shall render all other reasonable assistance requested by the State, to enable the Purchasing Entity to secure patents, copyrights, licenses and other intellectual property rights related to the Work Product. To the extent that Work Product would fall under the definition of "works made for hire" under 17 U.S.C.S. §101, the parties intend the Work Product to be a work made for hire.

i. Copyrights

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

ii. Patents

In addition, Contractor grants to the Purchasing Entity (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 created under an Order. Such license applies only to those patent claims licensable by Contractor that are necessarily infringed by the Work Product alone, or by the combination of the Work Product with anything else used by the Purchasing Entity.

iii Assignments and Assistance

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

B. Exclusive Property of the State

Except to the extent specifically provided elsewhere in this Participating Addendum, all State Records, 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 information provided by or on behalf of the State to Contractor are the exclusive property of the State (collectively, "State Materials". Contractor shall not use, willingly allow, cause or permit Work Product or State Materials to be used for any purpose other than the performance of Contractor's obligations in this Participating Addendum without the prior written consent of the State. Upon termination of this Participating Addendum for any reason, Contractor shall provide all Work Product and State Materials to the State in a form and manner as directed by the State.

C. Exclusive Property of Contractor

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

17. OBLIGATIONS AND RIGHTS IN THE EVENT OF TERMINATION OF ORDER OR CONTRACT

To the extent specified in any termination notice, Contractor shall not incur further obligations or render further performance past the effective date of such notice, and shall terminate outstanding orders and subcontracts with third parties. However, Contractor shall

complete and deliver to Purchasing Entities all Work not cancelled by the termination notice, and may incur obligations as necessary to do so within this Participating Addendum's terms. At the request of the State, Contractor shall assign to the appropriate Purchasing Entity all of Contractor's rights, title, and interest in and to such terminated orders or subcontracts. Upon termination, Contractor shall take timely, reasonable and necessary action to protect and preserve property in the possession of Contractor in which the appropriate Purchasing Entity has an interest. At the State or Purchasing Entity's request, Contractor shall return materials owned by the Purchasing Entity that Contractor possesses at the time of any termination. Contractor shall deliver all completed Work Product to the appropriate Purchasing Entity at the State or Purchasing Entity's request.

18. STATEWIDE CONTRACT MANAGEMENT SYSTEM

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

19. GENERAL PROVISIONS

A. Assignment

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

B. Subcontracts

Contractor shall not enter into any subcontract in connection with its obligations under this Contract without the prior, written approval of the State. Contractor shall submit to the State a copy of each subcontract upon request by the State. All subcontracts entered into by Contractor in connection with this Participating Addendum 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 Participating Addendum.

C. Binding Effect

Except as otherwise provided in **§19.A.**, all provisions of this Participating Addendum, 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 Participating Addendum and the performance of such Party's obligations have been duly authorized.

E. Captions and References

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

G. Entire Understanding

This Participating Addendum 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 Participating Addendum. Prior or contemporaneous additions, deletions, or other changes to this Participating Addendum shall not have any force or effect whatsoever, unless embodied herein.

H. Digital Signatures

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

I. External Terms and Conditions

Notwithstanding anything to the contrary herein, the State shall not be subject to any provision included in any terms, conditions, or agreements appearing on Contractor's or a Subcontractor's website or any provision incorporated into any click-through or online agreements related to the Work unless that provision is specifically referenced in this Contract.

J. Modification

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

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

Any reference in this Participating Addendum 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 Participating Addendum.

L. Severability

The invalidity or unenforceability of any provision of this Participating Addendum shall not affect the validity or enforceability of any other provision of this Participating Addendum, which shall remain in full force and effect, if the Parties can continue to perform their

obligations under this Participating Addendum in accordance with the intent of this Participating Addendum.

M. Survival of Certain Contract Terms

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

N. 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 Contractor. Contractor shall be solely responsible for any exemptions from the collection of excise, sales or use taxes that Contractor may wish to have in place in connection with this Participating Addendum. Contractor shall honor any tax exemption that any Purchasing Entity has, and shall not charge any Purchasing Entity any excise, sales, or use taxes from which that Purchasing Entity is exempt.

O. Third Party Beneficiaries

Except for a Purchasing Entity and/or the Parties' respective successors and assigns described in **§19.A,** this Participating Addendum does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Participating Addendum 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 Participating Addendum are incidental to this Participating Addendum, 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 Participating Addendum, 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 Participating Addendum 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

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

S. Licenses, Permits, and Other Authorizations.

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

other authorizations required to perform its obligations under this Participating Addendum, 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 Participating Addendum.

T. Indemnification

i. General Indemnification

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

ii. Confidential Information Indemnification

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

iii. Intellectual Property Indemnification

Contractor shall indemnify, save, and hold harmless the Indemnified Parties, against any and all costs, expenses, claims, damages, liabilities, and other amounts (including attorneys' fees and costs) incurred by the Indemnified Parties in relation to any claim that any Deliverable, Good or Service, software, or Work Product provided by Contractor under this Contract (collectively, "IP Deliverables"), or the use thereof, infringes a patent, copyright, trademark, trade secret, or any other intellectual property right. Contractor's obligations hereunder shall not extend to the combination of any IP Deliverables provided by Contractor with any other product, system, or method, unless the other product, system, or method is **(a)** provided by Contractor or Contractor's subsidiaries or affiliates; **(b)** specified by Contractor to work with the IP Deliverables; **(c)** reasonably required in order to use the IP Deliverables in its intended manner and the infringement could not have been avoided by substituting another reasonably available product, system, or method capable of performing the same function; or **(d)** is reasonably expected to be used in combination with the IP Deliverables.

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

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

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

This Contract shall not be valid until it has been approved by the Colorado State Controller or designee. If this Contract is for a Major Information Technology Project, as defined in

§24-37.5-102(2.6), then this Contract shall not be valid until it has been approved by the State's Chief Information Officer or designee.

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

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

C. **GOVERNMENTAL IMMUNITY.**

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

D. **INDEPENDENT CONTRACTOR**

Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed 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, income taxes, and local head taxes incurred pursuant to this Contract. Contractor shall (i) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (ii) provide proof thereof when requested by the State, and (iii) be solely responsible for its acts and those of its employees and agents.**

E. **COMPLIANCE WITH LAW.**

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

F. **CHOICE OF LAW, JURISDICTION, AND VENUE.**

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

G. **PROHIBITED TERMS.**

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

H. **SOFTWARE PIRACY PROHIBITION.**

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

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

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

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

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

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

[Not applicable to agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental agreements, or information technology services or products and services] Contractor certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this Contract and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Contract, through participation in the E-Verify Program or the State verification program established pursuant to §8-17.5-102(5)(c), C.R.S., Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract or enter into a contract with a Subcontractor that fails to certify to Contractor that the Subcontractor shall not knowingly employ or contract with an illegal alien to perform

work under this Contract. Contractor **(i)** shall not use E-Verify Program or the program procedures of the Colorado Department of Labor and Employment ("Department Program") to undertake pre-employment screening of job applicants while this Contract is being performed, **(ii)** shall notify the Subcontractor and the contracting State agency or institution of higher education within 3 days if Contractor has actual knowledge that a Subcontractor is employing or contracting with an illegal alien for work under this Contract, **(iii)** shall terminate the subcontract if a Subcontractor does not stop employing or contracting with the illegal alien within 3 days of receiving the notice, and **(iv)** shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to §8-17.5-102(5), C.R.S., by the Colorado Department of Labor and Employment. If Contractor participates in the Department program, Contractor shall deliver to the contracting State agency, Institution of Higher Education or political subdivision, a written, notarized affirmation, affirming that Contractor has examined the legal work status of such employee, and shall comply with all of the other requirements of the Department program. If Contractor fails to comply with any requirement of this provision or §§8-17.5-101, *et seq.*, C.R.S., the contracting State agency, institution of higher education or political subdivision may terminate this Contract for breach and, if so terminated, Contractor shall be liable for damages.

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

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

EXHIBIT B STATEMENT OF WORK

1. GOODS AND/OR SERVICES

For a description of what the Participating Addendum will provide, see **Exhibits 1, 2** and **3** of the Master Agreement AR2472, "Cloud Solutions"

2. OTHER PROJECT REQUIREMENTS

A. Delivery of Goods and Performance of Services

i. Contractor shall provide all Goods and perform all Services described in each Order.

ii. Unless specifically agreed to otherwise in an Order, Contractor shall deliver all Goods under an Order in good, working and undamaged condition. All Goods shall be free on board ("F.O.B.") destination to the location specified in the Order.

iii. If a good in an Order is out of stock, Contractor may only provide a substitute good if it has notified the Purchasing Entity for that Order, in writing, that the good is out of stock and has received the Purchasing Entity's approval to provide the substitute good. Purchasing Entities may request additional information comparing the substitute good with the original good in the Purchasing Entity's sole discretion.

M. Additional Terms

Any additional terms and conditions on any invoice, statement, Contractor time sheet, website, electronic license or use agreement or any other form, including, without limitation, terms regarding indemnification, limitation of liability, cancellation fees, choice of law and binding arbitration shall be void and unenforceable except to the extent that they are specifically included in this Participating Addendum or an Order. The signature of any employee of a Purchasing Entity on any such form shall be effective to establish receipt of Goods or completion of Services and shall not make any term of that form enforceable.

EXHIBIT C PRODUCTS AND PRICE LIST

1. Contractor has been awarded the following categories:
   - CLOUD SOLUTIONS
2. The products and price list is located on the Contractor's dedicated State website, hosted and maintained by the Contractor, and is incorporated into this Participating Addendum by reference. It can also be located at https://www.naspovaluepoint.org/portfolio/cloud-solutions-2016-2026/carahsoft-technology-corporation/. Changes in product and pricing must be approved by the lead state and shall be effective when published on the dedicated state website.

   Dedicated website;

   _____

   Pricing

   A. Price Lists
   The State may publish any pricing information under this Participating Addendum, including, without limitation the pricing information shown in this **Exhibit C**, Products and Price List, on the State's website and any other website as the State determines is necessary or efficient to facilitate the use of this Participating Addendum by Purchasing Entities.

   B. Price Decreases and Ceiling Prices
   The prices listed in this **Exhibit C** are Ceiling Prices, and Contractor may offer lower prices to Purchasing Entities, and Purchasing Entities may negotiate lower prices with Contractor, without the review or approval of the State. Contractor shall not allow a Subcontractor to charge an amount greater than the Ceiling Price for any Order.

   C. Environmentally Preferable Purchasing

      i. Contractor shall provide training regarding the environmentally preferable products, as defined in the State's Environmentally Preferable Purchasing Policy, that are purchased or made available under this Participating Addendum. This training shall be provided at no additional cost, unless otherwise agreed upon by the Parties, and shall be presented at a time and in a manner as agreed upon by the Parties.

      ii. The State reserves the right to request additional provisions and requirements to ensure this Participating Addendum is in compliance with all State regulations and policies, including all sustainable purchasing and environmentally preferable purchasing policies or executive orders.

PARTICIPATING ADDENDUM EXHIBIT D, INFORMATION TECHNOLOGY PROVISIONS

This Exhibit regarding **Information Technology Provisions** (the "Exhibit") is an essential part of the agreement between the State and Contractor as described in the Contract to which this Exhibit is attached. Unless the context clearly requires a distinction between the Contract and this Exhibit, all references to "Contract" shall include this Exhibit.

1. PROTECTION OF SYSTEM DATA

A. In addition to the requirements of the main body of this Contract, if Contractor or any Subcontractor is given access to State Information Technology resources or State Records by the State or its agents in connection with Contractor's performance under the Contract, Contractor shall protect such Information Technology resources and State Records in accordance with this Exhibit. All provisions of this Exhibit that refer to Contractor shall apply equally to any Subcontractor performing work in connection with the Contract.

B. The terms of this Exhibit shall apply to the extent that Contractor's obligations under this Contract include the provision of Information Technology goods or services to the State. Information Technology is computer-based equipment and related services designed for the storage, manipulation, and retrieval of data, and includes, without limitation:

i. Any technology, equipment, or related services described in §24-37.5-102(2), C.R.S.;

ii. The creation, use, processing, disclosure, transmission, or disposal of State Records, including any data or code, in electronic form; and

iii. Other existing or emerging technology, equipment, or related services that may require knowledge and expertise in Information Technology.

C. Contractor shall, and shall cause its Subcontractors to meet all of the following:

i. Provide physical and logical protection for all hardware, software, applications, and data that meets or exceeds industry standards and the requirements of this Contract.

ii. Maintain network, system, and application security, which includes, but is not limited to, network firewalls, intrusion detection (host and network), annual

security testing, and improvements or enhancements consistent with evolving industry standards.

iii. Comply with State and federal rules and regulations related to overall security, privacy, confidentiality, integrity, availability, and auditing.

iv. Provide that security is not compromised by unauthorized access to workspaces, computers, networks, software, databases, or other physical or electronic environments.

v. Promptly report all Incidents, including Incidents that do not result in unauthorized disclosure or loss of data integrity, to a designated representative of the State's Office of Information Security ("OIS").

vi. Comply with all rules, policies, procedures, and standards issued by the Governor's Office of Information Technology ("OIT"), including change management, project lifecycle methodology and governance, technical standards, documentation, and other requirements posted at www.oit.state.co.us/about/policies.

D. Subject to Contractor's reasonable access security requirements and upon reasonable prior notice, Contractor shall provide the State with scheduled access for the purpose of inspecting and monitoring access and use of State Records, maintaining State systems, and evaluating physical and logical security control effectiveness.

E. Contractor shall perform current background checks in a form reasonably acceptable to the State on all of its respective employees and agents performing services or having access to State Records provided under this Contract, including any Subcontractors or the employees of Subcontractors. A background check performed within 30 days prior to the date such employee or agent begins performance or obtains access to State Records shall be deemed to be current.

i. Upon request, Contractor shall provide notice to a designated representative for the State indicating that background checks have been performed. Such notice will inform the State of any action taken in response to such background checks, including any decisions not to take action in response to negative information revealed by a background check.

ii. If Contractor will have access to Federal Tax Information under the Contract, Contractor shall agree to the State's requirements regarding Safeguarding Requirements for Federal Tax Information and shall comply with the background check requirements defined in IRS Publication 1075 and §24-50-1002, C.R.S.

2. DATA HANDLING

A. Contractor may not maintain or forward these State Records to or from any other facility or location, except for the authorized and approved purposes of backup and disaster recovery purposes, without the prior written consent of the State. Contractor may not

maintain State Records in any data center or other storage location outside the United States for any purpose without the prior express written consent of OIS.

B. Contractor shall not allow remote access to State Records from outside the United States, including access by Contractor's employees or agents, without the prior express written consent of OIS. Contractor shall communicate any request regarding non-U.S. access to State Records to the Security and Compliance Representative for the State. The State shall have sole discretion to grant or deny any such request.

C. Upon request by the State made any time prior to 60 days following the termination of this Contract for any reason, whether or not the Contract is expiring or terminating, Contractor shall make available to the State a complete download file of all State data.

i. This download file shall be made available to the State within 10 Business Days of the State's request, shall be encrypted and appropriately authenticated, and shall contain, without limitation, all State Records, Work Product, and system schema and transformation definitions, or delimited text files with documents, detailed schema definitions along with attachments in its native format.

ii. Upon the termination of Contractor's provision of data processing services, Contractor shall, as directed by the State, return all State Records provided by the State to Contractor, and the copies thereof, to the State or destroy all such State Records and certify to the State that it has done so. If any legal obligation imposed upon Contractor prevents it from returning or destroying all or part of the State Records provided by the State to Contractor, Contractor shall guarantee the confidentiality of all State Records provided by the State to Contractor and will not actively process such data anymore. Contractor shall not interrupt or obstruct the State's ability to access and retrieve State Records stored by Contractor.

D. The State retains the right to use the established operational services to access and retrieve State Records stored on Contractor's infrastructure at its sole discretion and at any time. Upon request of the State or of the supervisory authority, Contractor shall submit its data processing facilities for an audit of the measures referred to in this Exhibit in accordance with the terms of this Contract.

3. DELIVERY AND ACCEPTANCE

A. Contractor shall provide and maintain a quality assurance system acceptable to the State for any Work or Deliverables under this Contract and shall provide to the State only such Work or Deliverables that have been inspected and found to conform to the specifications identified in this Contract and any applicable solicitation, bid, offer, or proposal from which this Contract results.

B. Contractor's delivery of any Work or Deliverables to the State shall constitute certification that such Work or Deliverable has been determined to conform to the applicable specifications, and Contractor shall make records of such quality assurance available to the State upon request during the term of the Contract or at any time within three years following expiration or termination of the Contract.

C. For any Work or Deliverables other than the purchase or license of commercially available goods or software, acceptance of the Work or Deliverable shall require

affirmative written communication from the State to the Contractor that such Work or Deliverable has been accepted by the State. Such communication shall be provided within a reasonable time period from the delivery of the Work or Deliverable and shall not be unreasonably delayed or withheld. Acceptance by the State shall be final, except in cases of Contractor's failure to conduct proper quality assurance, latent defects that could not reasonably have been detected upon delivery, or Contractor's gross negligence or willful misconduct.

4. WARRANTY

A. Notwithstanding the acceptance of any Work or Deliverable, or the payment of any invoice for such Work or Deliverable, Contractor warrants that any Work or Deliverable provided by Contractor under this Contract shall be free from material defects and shall function in material accordance with the applicable specifications. Contractor warrants that any Work or Deliverable shall be, at the time of delivery, free from any harmful or malicious code, including without limitation viruses, malware, spyware, ransomware, or other similar function designed to interfere with or damage the normal operation of Information Technology resources. Contractor's warranties under this section shall apply to any defects or material nonconformities discovered within 180 days following delivery of any Work or Deliverable.

B. Upon notice during the warranty term of any defect or material nonconformity, Contractor shall submit to the State in writing within 10 business days of the notice one or more recommendations for corrective action with sufficient documentation for the State to ascertain the feasibility, risks, and impacts of each recommendation. The State's remedy for such defect or material non-conformity shall be:

   i. Contractor shall re-perform, repair, or replace such Work or Deliverable in accordance with any recommendation chosen by the State. Contractor shall deliver, at no additional cost to the State, all documentation required under the Contract as applicable to the corrected Work or Deliverable; or

   ii. Contractor shall refund to the State all amounts paid for such Work or Deliverable, as well as pay to the State any additional amounts reasonably necessary for the State to procure alternative goods or services of substantially equivalent capability, function, and performance.

C. Any Work or Deliverable delivered to the State as a remedy under this section shall be subject to the same quality assurance, acceptance, and warranty requirements as the original Work or Deliverable. The duration of the warranty for any replacement or corrected Work or Deliverable shall run from the date of the corrected or replacement Work or Deliverable.

5. COMPLIANCE

A. In addition to the compliance obligations imposed by the main body of the Contract, Contractor shall comply with:

i. All Colorado Office of Information Security (OIS) policies and procedures which OIS has issued pursuant to §§24-37.5-401 through 406, C.R.S. and 8 CCR §1501-5 and posted at http://oit.state.co.us/ois

ii. All information security and privacy obligations imposed by any federal, state, or local statute or regulation, or by any specifically incorporated industry standards or guidelines, as applicable based on the classification of the data relevant to Contractor's performance under the Contract. Such obligations may arise from:

a. Health Information Portability and Accountability Act (HIPAA)

b. IRS Publication 1075

c. Payment Card Industry Data Security Standard (PCI-DSS)

d. FBI Criminal Justice Information Service Security Addendum

e. CMS Minimum Acceptable Risk Standards for Exchanges

f. Electronic Information Exchange Security Requirements and Procedures For State and Local Agencies Exchanging Electronic Information With The Social Security Administration

iii. Contractor shall comply with and adhere to Section 508 of the U.S. Rehabilitation Act of 1973, as amended, and §§24-85-101, et seq., C.R.S. Contractor shall 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 and available at https://www.w3.org/TR/WCAG21/.

B. Contractor shall implement and maintain all appropriate administrative, physical, technical, and procedural safeguards necessary and appropriate to ensure compliance with the standards and guidelines applicable to Contractor's performance under the Contract.

C. Contractor shall allow the State reasonable access and shall provide the State with information reasonably required to assess Contractor's compliance. Such access and information shall include:

i. An annual SOC2 Type II audit including, at a minimum, the Trust Principles of Security, Confidentiality, and Availability, or an alternative audit recommended by OIS; or

ii. The performance of security audit and penetration tests, as requested by OIS.

D. To the extent Contractor controls or maintains information systems used in connection with State Records, Contractor will provide OIS with the results of all security assessment activities when conducted on such information systems, including any code-level vulnerability scans, application level risk assessments, and other security assessment activities as required by this Contract or reasonably requested by OIS. Contractor will make reasonable efforts to remediate any vulnerabilities or will request a security exception from the State. The State will work with Contractor and OIS to prepare any requests for exceptions from the security requirements described in this Contract and its Exhibits, including mitigating controls and other factors, and OIS will consider such requests in accordance with their policies and procedures referenced herein.

6. TRANSITION OF SERVICES

Upon request by the State prior to expiration or earlier termination of this Contract or any Services provided in this Contract, Contractor shall provide reasonable and necessary assistance to accomplish a complete transition of the Services from Contractor to the State or any replacement provider designated solely by the State without any interruption of or adverse impact on the Services. Contractor shall cooperate fully with the State or any successor provider and shall promptly take all steps required to assist in effecting a complete transition of the Services designated by the State. All services related to such transition shall be performed at no additional cost beyond what would be paid for the Services in this Contract.

7. LICENSE OR USE AUDIT RIGHTS

A. To the extent that Contractor, through this Contract or otherwise as related to the subject matter of this Contract, has granted to the State any license or otherwise limited permission to use any Contractor Property, the terms of this section shall apply.

B. Contractor shall have the right, at any time during and throughout the Contract Term, but not more than once per Fiscal Year, to request via written notice in accordance with the notice provisions of the Contract that the State audit its use of and certify as to its compliance with any applicable license or use restrictions and limitations contained in this Contract (an "Audit Request"). The Audit Request shall specify the time period to be covered by the audit, which shall not include any time periods covered by a previous audit. The State shall complete the audit and provide certification of its compliance to Contractor ("Audit Certification") within 120 days following the State's receipt of the Audit Request.

C. If upon receipt of the State's Audit Certification, the Parties reasonably determine that: (i) the State's use of licenses, use of software, use of programs, or any other use during the audit period exceeded the use restrictions and limitations contained in this Contract ("Overuse") and (ii) the State would have been or is then required to purchase additional maintenance and/or services ("Maintenance"), Contractor shall provide written notice to the State in accordance with the notice provisions of the Contract identifying any Overuse or required Maintenance and request that the State bring its use into compliance with such use restrictions and limitations.

ATTACHMENT D.1 TO EXHIBIT D – IRS EXHIBIT 7

I. PERFORMANCE

In performance of this contract, the contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

1) All work will be done under the supervision of the contractor or the contractor's employees.
2) Any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material will be treated as confidential and will not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Disclosure to anyone other than an officer or employee of the contractor will be prohibited.
3) All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output will be given the same level of protection as required for the source material.
4) The contractor certifies that the data processed during the performance of this contract will be completely purged from all data storage components of his or her computer facility, and no output will be retained by the contractor at the time the work is completed. If immediate purging of all data storage components is not possible, the contractor certifies that any IRS data remaining in any storage component will be safeguarded to prevent unauthorized disclosures.
5) Any spoilage or any intermediate hard copy printout that may result during the processing of IRS data will be given to the agency or his or her designee. When this is not possible, the contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts, and will provide the agency or his or her designee with a statement containing the date of destruction, description of material destroyed, and the method used.
6) All computer systems processing, storing, or transmitting Federal tax information must meet the requirements defined in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to Federal tax information.
7) No work involving Federal tax information furnished under this contract will be subcontracted without prior written approval of the IRS.
8) The contractor will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office.
9) The agency will have the right to void the contract if the contractor fails to provide the safeguards described above.

II. CRIMINAL/CIVIL SANCTIONS:

1) Each officer or employee of any person to whom returns or return information is or may be disclosed will be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as $5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized further disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than $1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRC sections 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.

2) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract. Inspection by or disclosure to anyone without an official need to know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as $1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of $1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. These penalties are prescribed by IRC section 7213A and 7431.

3) Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than $5,000.

III. INSPECTION:

The IRS and the Agency shall have the right to send its officers and employees into the offices and plants of the contractor for inspection of the facilities and operations provided for the performance of any work under this contract. On the basis of such inspection, specific measures may be required in cases where the contractor is found to be noncompliant with contract safeguards.

ATTACHMENT D.2 – HIPAA BUSINESS ASSOCIATE ADDENDUM

This **Exhibit E – HIPAA Business Associate Addendum** ("Addendum") is part of that certain contract, CMS # 141870_ ("Contract"), by and between Insight Public Sector Inc. ("Contractor") and the State of Colorado ("State"). In the event of a conflict or inconsistency between the Contract and its Exhibits and attachments, such conflict or inconsistency shall be resolved in the manner specified in **§8** of the main body of the Contract. Any references to defined terms that are not specifically defined herein shall have the same meaning as those set forth in the Contract and its Exhibits. For purposes of this Addendum, the State is referred to as "Covered Entity" or "CE" and Contractor is referred to as "Associate." Unless the context clearly requires a distinction between the Contract document and this Addendum, all references herein to "the Contract" or "this Contract" include this Addendum.

RECITALS

A. CE wishes to disclose certain information to Associate pursuant to the terms of the Contract, some of which may constitute Protected Health Information ("PHI") (defined below).

B. CE and Associate intend to protect the privacy and provide for the security of PHI disclosed to Associate pursuant to this Contract in compliance with the Health Insurance Portability and Accountability Act of 1996, 42 USC § 1320d-1320d-8 ("HIPAA") as amended by the American Recovery and Reinvestment Act of 2009 ("ARRA")/HITECH Act (PL 111-005), and its implementing regulations promulgated by the US Department of Health and Human Services, 45 CFR Parts 160, 162, and 164 (the "HIPAA Rules") and other applicable laws, as amended.

C. As part of the HIPAA Rules, the CE is required to enter into a written contract containing specific requirements with Associate prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, §§ 160.103, 164.502(e), and 164.504(e) of the Code of Federal Regulations ("CFR") and contained in this Addendum.

The parties agree as follows:

1. Definitions.

   a. Except as otherwise defined herein, capitalized terms in this Addendum shall have the definitions set forth in the HIPAA Rules at 45 CFR Parts 160, 162, and 164, as amended. In the event of any conflict between the mandatory provisions of the HIPAA Rules and the provisions of this Contract, the HIPAA Rules shall control. Where the provisions of this Contract differ from those mandated by the HIPAA Rules, but are nonetheless permitted by the HIPAA Rules, the provisions of this Contract shall control.

   b. "Protected Health Information" or "PHI" means 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, and shall have the meaning given to such term under the HIPAA Rules, including, but not limited to, 45 CFR § 164.501.

   c. "Protected Information" shall mean PHI provided by CE to Associate or created, received, maintained, or transmitted by Associate on CE's behalf. To the extent Associate is a covered entity under HIPAA and creates or obtains its own PHI for treatment, payment, and health care operations, Protected Information under this Contract does not include any

PHI created or obtained by Associate as a covered entity and Associate shall follow its own policies and procedures for accounting, access, and amendment of Associate's PHI.

d. "Subcontractor" shall mean a third party to whom Associate delegates a function, activity, or service that involves CE's Protected Information, in order to carry out the responsibilities of this Addendum.

2. Obligations of Associate.

a. Permitted Uses. Associate shall not use Protected Information except for the purpose of performing Associate's obligations under this Contract and as permitted under this Addendum. Further, Associate shall not use Protected Information in any manner that would constitute a violation of the HIPAA Rules if so used by CE, except that Associate may use Protected Information: (i) for the proper management and administration of Associate; (ii) to carry out the legal responsibilities of Associate; or (iii) for Data Aggregation purposes for the Health Care Operations of CE. Additional provisions, if any, governing permitted uses of Protected Information are set forth in **Attachment E.1** to this Addendum. Associate accepts full responsibility for any penalties incurred as a result of Associate's breach of the HIPAA Rules.

b. Permitted Disclosures. Associate shall not disclose Protected Information in any manner that would constitute a violation of the HIPAA Rules if disclosed by CE, except that Associate may disclose Protected Information: (i) in a manner permitted pursuant to this Contract; (ii) for the proper management and administration of Associate; (iii) as required by law; (iv) for Data Aggregation purposes for the Health Care Operations of CE; or (v) to report violations of law to appropriate federal or state authorities, consistent with 45 CFR § 164.502(j)(1). To the extent that Associate discloses Protected Information to a third-party Subcontractor, Associate must obtain, prior to making any such disclosure: (i) reasonable assurances through execution of a written agreement with such third party that such Protected Information will be held confidential as provided pursuant to this Addendum and only disclosed as required by law or for the purposes for which it was disclosed to such third party; and that such third party will notify Associate within two (2) business days of any breaches of confidentiality of the Protected Information, to the extent it has obtained knowledge of such breach. Additional provisions, if any, governing permitted disclosures of Protected Information are set forth in Attachment A.

c. Appropriate Safeguards. Associate shall implement appropriate safeguards as are necessary to prevent the use or disclosure of Protected Information other than as permitted by this Contract. Associate shall comply with the requirements of the HIPAA Security Rule at 45 CFR §§ 164.308, 164.310, 164.312, and 164.316. Associate shall maintain a comprehensive written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Associate's operations and the nature and scope of its activities. Associate shall review, modify, and update the documentation of, its safeguards as needed to ensure continued provision of reasonable and appropriate protection of Protected Information.

d. Reporting of Improper Use or Disclosure. Associate shall report to CE in writing any use or disclosure of Protected Information other than as provided for by this Contract within five (5) business days of becoming aware of such use or disclosure.

e. Associate's Rights. If Associate uses one or more Subcontractors or agents to provide services under the Contract, and such Subcontractors or agents receive or have access to Protected Information, each Subcontractor or agent shall sign an agreement with Associate containing the same provisions as this Addendum and further identifying CE as a third-party beneficiary with rights of enforcement and indemnification from such Subcontractors or agents in the event of any violation of such Subcontractor or agent agreement. The agreement between Associate and the Subcontractor or agent shall ensure that the Subcontractor or agent agrees to at least the same restrictions and conditions that apply to Associate with respect to such Protected Information. Associate shall implement and maintain sanctions against agents and Subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation.

f. Access to Protected Information. If Associate maintains Protected Information contained within CE's Designated Record Set, Associate shall make Protected Information maintained by Associate or its agents or Subcontractors in such Designated Record Sets available to CE for inspection and copying within ten (10) business days of a request by CE to enable CE to fulfill its obligations to permit individual access to PHI under the HIPAA Rules, including, but not limited to, 45 CFR § 164.524. If such Protected Information is maintained by Associate in an electronic form or format, Associate must make such Protected Information available to CE in a mutually agreed upon electronic form or format.

g. Amendment of PHI. If Associate maintains Protected Information contained within CE's Designated Record Set, Associate or its agents or Subcontractors shall make such Protected Information available to CE for amendment within ten (10) business days of receipt of a request from CE for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, and shall incorporate any such amendment to enable CE to fulfill its obligations with respect to requests by individuals to amend their PHI under the HIPAA Rules, including, but not limited to, 45 CFR § 164.526. If any individual requests an amendment of Protected Information directly from Associate or its agents or Subcontractors, Associate must notify CE in writing within five (5) business days of receipt of the request. Any denial of amendment of Protected Information maintained by Associate or its agents or Subcontractors shall be the responsibility of CE.

h. Accounting Rights. If Associate maintains Protected Information contained within CE's Designated Record Set, Associate and its agents or Subcontractors shall make available to CE within ten (10) business days of notice by CE, the information required to provide an accounting of disclosures to enable CE to fulfill its obligations under the HIPAA Rules, including, but not limited to, 45 CFR § 164.528. In the event that the request for an accounting is delivered directly to Associate or its agents or Subcontractors, Associate shall within five (5) business days of the receipt of the request forward it to CE in writing. It shall be CE's responsibility to prepare and deliver any such accounting requested. Associate shall not disclose any Protected Information except as set forth in Section 2(b) of this Addendum.

i. Governmental Access to Records. Associate shall keep records and make its internal practices, books, and records relating to the use and disclosure of Protected Information available to the Secretary of the US Department of Health and Human Services (the "Secretary"), in a time and manner designated by the Secretary, for purposes of determining CE's or Associate's compliance with the HIPAA Rules. Associate shall

provide to CE a copy of any Protected Information that Associate provides to the Secretary concurrently with providing such Protected Information to the Secretary when the Secretary is investigating CE. Associate shall cooperate with the Secretary if the Secretary undertakes an investigation or compliance review of Associate's policies, procedures, or practices to determine whether Associate is complying with the HIPAA Rules, and permit access by the Secretary during normal business hours to its facilities, books, records, accounts, and other sources of information, including Protected Information, that are pertinent to ascertaining compliance.

j. Minimum Necessary. Associate (and its agents or subcontractors) shall only request, use, and disclose the minimum amount of Protected Information necessary to accomplish the purpose of the request, use, or disclosure, in accordance with the Minimum Necessary requirements of the HIPAA Rules including, but not limited to 45 CFR §§ 164.502(b) and 164.514(d).

k. Data Ownership. Associate acknowledges that Associate has no ownership rights with respect to Protected Information.

l. Retention of Protected Information. Except upon termination of the Contract as provided in Section 4(d) of this Addendum, Associate and its Subcontractors or agents shall retain all Protected Information throughout the term of this Contract and shall continue to maintain the information required under Section 2(h) of this Addendum for a period of six (6) years.

m. Associate's Insurance. Associate shall maintain insurance to cover loss of PHI data and claims based upon alleged violations of privacy rights through improper use or disclosure of PHI. All such policies shall meet or exceed the minimum insurance requirements of the Contract (e.g. occurrence basis, combined single dollar limits, annual aggregate dollar limits, additional insured status, and notice of cancellation).

n. Notice of Privacy Practices. Associate shall be responsible for reviewing CE's Notice of Privacy Practices, available on CE's external website, to determine any requirements applicable to Associate per this Contract.

o. Notification of Breach. During the term of this Contract, Associate shall notify CE within two (2) business days of any suspected or actual breach of security, intrusion, or unauthorized use or disclosure of PHI and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. Associate shall not initiate notification to affected individuals per the HIPAA Rules without prior notification and approval of CE. Information provided to CE shall include the identification of each individual whose unsecured PHI has been, or is reasonably believed to have been accessed, acquired, or disclosed during the breach. Associate shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.

p. Audits, Inspection, and Enforcement. Within ten (10) business days of a written request by CE, Associate and its agents or subcontractors shall allow CE to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies, and procedures relating to the use or disclosure of Protected Information pursuant to this Addendum for the purpose of determining whether Associate has complied with this Addendum;

provided, however, that: (i) Associate and CE shall mutually agree in advance upon the scope, timing, and location of such an inspection; and (ii) CE shall protect the confidentiality of all confidential and proprietary information of Associate to which CE has access during the course of such inspection. The fact that CE inspects, or fails to inspect, or has the right to inspect, Associate's facilities, systems, books, records, agreements, policies, and procedures does not relieve Associate of its responsibility to comply with this Addendum, nor does CE's (i) failure to detect or (ii) detection, but failure to notify Associate or require Associate's remediation of any unsatisfactory practices, constitute acceptance of such practice or a waiver of CE's enforcement rights under the Contract.

q. Safeguards During Transmission. Associate shall be responsible for using appropriate safeguards, including encryption of PHI, to maintain and ensure the confidentiality, integrity, and security of Protected Information transmitted pursuant to the Contract, in accordance with the standards and requirements of the HIPPA Rules.

r. Restrictions and Confidential Communications. Within ten (10) business days of notice by CE of a restriction upon uses or disclosures or request for confidential communications pursuant to 45 CFR § 164.522, Associate will restrict the use or disclosure of an individual's Protected Information. Associate will not respond directly to an individual's requests to restrict the use or disclosure of Protected Information or to send all communication of Protected Information to an alternate address. Associate will refer such requests to the CE so that the CE can coordinate and prepare a timely response to the requesting individual and provide direction to Associate.

3. Obligations of CE.

a. Safeguards During Transmission. CE shall be responsible for using appropriate safeguards, including encryption of PHI, to maintain and ensure the confidentiality, integrity, and security of Protected Information transmitted pursuant to the Contract, in accordance with the standards and requirements of the HIPAA Rules.

b. Notice of Changes. CE maintains a copy of its Notice of Privacy Practices on its website. CE shall provide Associate with any changes in, or revocation of, permission to use or disclose Protected Information, to the extent that it may affect Associate's permitted or required uses or disclosures. To the extent that it may affect Associate's permitted use or disclosure of PHI, CE shall notify Associate of any restriction on the use or disclosure of Protected Information that CE has agreed to in accordance with 45 CFR § 164.522.

4. Termination.

a. Material Breach. In addition to any other provisions on the Contract regarding breach, a breach by Associate of any provision of this Addendum, as determined by CE, shall constitute a material breach of this Contract and shall provide grounds for immediate termination of this Contract by CE pursuant to the provisions of the Contract covering termination for cause, if any. If the Contract contains no express provisions regarding termination for cause, the following terms and conditions shall apply:

(1) Default. If Associate refuses or fails to timely perform any of the provisions of this Contract, CE may notify Associate in writing of the non-performance, and if not

promptly corrected within the time specified, CE may terminate this Contract. Associate shall continue performance of this Contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services elsewhere.

(2) Associate's Duties. Notwithstanding termination of this Contract, and subject to any directions from CE, Associate shall take timely, reasonable, and necessary action to protect and preserve property in the possession of Associate in which CE has an interest.

(3) Compensation. Payment for completed supplies delivered and accepted by CE shall be at the Contract Price. In the event of a material breach under paragraph 4a, CE may withhold amounts due Associate as CE deems necessary to protect CE against loss from third-party claims of improper use or disclosure and to reimburse CE for the excess costs incurred in procuring similar goods and services elsewhere.

(4) Erroneous Termination for Default. If after such termination it is determined, for any reason, that Associate was not in default, or that Associate's action/inaction was excusable, such termination shall be treated as a termination for convenience, and the rights and obligations of the parties shall be the same as if this Contract had been terminated for convenience, as described in this Contract.

b. Reasonable Steps to Cure Breach. If CE knows of a pattern of activity or practice of Associate that constitutes a material breach or violation of the Associate's obligations under the provisions of this Addendum or another arrangement and does not terminate this Contract pursuant to Section 4(a), then CE shall take reasonable steps to cure such breach or end such violation. If CE's efforts to cure such breach or end such violation are unsuccessful, CE shall either (i) terminate the Contract, if feasible or (ii) if termination of this Contract is not feasible, CE shall report Associate's breach or violation to the Secretary of the Department of Health and Human Services. If Associate knows of a pattern of activity or practice of a Subcontractor or agent that constitutes a material breach or violation of the Subcontractor's or agent's obligations under the written agreement between Associate and the Subcontractor or agent, Associate shall take reasonable steps to cure such breach or end such violation, if feasible.

c. Judicial or Administrative Proceedings. Either party may terminate the Contract, effective immediately, if (i) the other party is named as a defendant in a criminal proceeding for a violation of the HIPAA Rules or other security or privacy laws or (ii) a finding or stipulation that the other party has violated any standard or requirement of the HIPAA Rules or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.

d. Effect of Termination.

(1) Except as provided in paragraph (2) of this subsection, upon termination of this Contract, for any reason, Associate shall return or destroy all Protected Information that Associate or its agents or Subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If associate elects to destroy the PHI, Associate shall certify in writing to CE that such PHI has been destroyed.

(2) If Associate believes that returning or destroying the Protected Information is not feasible, Associate shall promptly provide CE notice of the conditions making return or destruction infeasible. Associate shall continue to extend the protections of Sections 2(a), 2(b), 2(c), 2(d), and 2(e) of this Addendum to such Protected Information, and shall limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible.

5. Injunctive Relief. CE shall have the right to injunctive and other equitable and legal relief against Associate or any of its Subcontractors or agents in the event of any use or disclosure of Protected Information in violation of this Contract or applicable law.

6. No Waiver of Immunity. 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, protection, or other provisions of the Colorado Governmental Immunity Act, CRS § 24-10-101 et seq. or the Federal Tort Claims Act, 28 USC § 2671 et seq. as applicable, as now in effect or hereafter amended.

7. Limitation of Liability. Any limitation of Associate's liability in the Contract shall be inapplicable to the terms and conditions of this Addendum.

8. Disclaimer. CE makes no warranty or representation that compliance by Associate with this Contract or the HIPAA Rules will be adequate or satisfactory for Associate's own purposes. Associate is solely responsible for all decisions made by Associate regarding the safeguarding of PHI.

9. Certification. To the extent that CE determines an examination is necessary in order to comply with CE's legal obligations pursuant to the HIPAA Rules relating to certification of its security practices, CE or its authorized agents or contractors may, at CE's expense, examine Associate's facilities, systems, procedures, and records as may be necessary for such agents or contractors to certify to CE the extent to which Associate's security safeguards comply with the HIPAA Rules or this Addendum.

10. Amendment.

a. Amendment to Comply with Law. The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of this Addendum may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of the HIPAA Rules and other applicable laws relating to the confidentiality, integrity, availability, and security of PHI. The parties understand and agree that CE must receive satisfactory written assurance from Associate that Associate will adequately safeguard all Protected Information and that it is Associate's responsibility to receive satisfactory written assurances from Associate's Subcontractors and agents. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this Addendum embodying written assurances consistent with the standards and requirements of the HIPAA Rules or other applicable laws. CE may terminate this Contract upon thirty (30) days' written notice in the event (i) Associate does not promptly enter into negotiations to amend this Contract when requested by CE pursuant to this Section, or (ii) Associate does not enter into an amendment to this Contract providing assurances regarding the safeguarding of PHI that CE, in its sole discretion, deems sufficient to satisfy the standards and requirements of the HIPAA Rules.

b. Amendment of Attachment A. Attachment A may be modified or amended by mutual agreement of the parties in writing from time to time without formal amendment of this Addendum.

11. Assistance in Litigation or Administrative Proceedings. Associate shall make itself, and any Subcontractors, employees, or agents assisting Associate in the performance of its obligations under the Contract, available to CE, at no cost to CE up to a maximum of thirty (30) hours, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against CE, its directors, officers, or employees based upon a claimed violation of the HIPAA Rules or other laws relating to security and privacy or PHI, except where Associate or its Subcontractor, employee, or agent is a named adverse party.

12. No Third-Party Beneficiaries. Nothing express or implied in this Contract is intended to confer, nor shall anything herein confer, upon any person other than CE, Associate, and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

13. Interpretation and Order of Precedence. The provisions of this Addendum shall prevail over any provisions in the Contract that may conflict or appear inconsistent with any provision in this Addendum. Together, the Contract and this Addendum shall be interpreted as broadly as necessary to implement and comply with the HIPAA Rules. The parties agree that any ambiguity in this Contract shall be resolved in favor of a meaning that complies and is consistent with the HIPAA Rules. This Contract supersedes and replaces any previous separately executed HIPAA addendum between the parties.

14. Survival of Certain Contract Terms. Notwithstanding anything herein to the contrary, Associate's obligations under Section 4(d) ("Effect of Termination") and Section 12 ("No Third-Party Beneficiaries") shall survive termination of this Contract and shall be enforceable by CE as provided herein in the event of such failure to perform or comply by the Associate. This Addendum shall remain in effect during the term of the Contract including any extensions.

15. Representatives and Notice.

a. Representatives. For the purpose of the Contract, the individuals identified elsewhere in this Contract shall be the representatives of the respective parties. If no representatives are identified in the Contract, the individuals listed below are hereby designated as the parties' respective representatives for purposes of this Contract. Either party may from time to time designate in writing new or substitute representatives.

b. Notices. All required notices shall be in writing and shall be hand delivered or given by certified or registered mail to the representatives at the addresses set forth below.

State/Covered Entity Representative

Name:_____
Title:_____
Department and Division:_____
Address:_____
_____

Contractor/Business Associate Representative

Name:_____
Title:_____
Department and Division:_____
Address: _____
_____
_____

ATTACHMENT D.3 – HIPPAA BAA ATTACHMENT

This **Attachment E.1 – HIPAA BAA Attachment** is part of that certain contract, CMS # 141870 ("Contract"), by and between Insight Public Sector, Inc ("Contractor") and the State of Colorado acting by and through the Governor's Office of Information Technology ("State" or "OIT"). In the event of a conflict or inconsistency between the Contract and its Exhibits and attachments, such conflict or inconsistency shall be resolved in the manner specified in **§8** of the main body of the Contract. Any references to defined terms that are not specifically defined herein shall have the same meaning as those set forth in the Contract and its Exhibits.

This Attachment sets forth additional terms to the HIPAA Business Associate Addendum, which is part of the Contract, and is effective as of the Effective Date of the Contract (the "Attachment Effective Date"). This Attachment may be amended from time to time as provided in § 10(b) of the Addendum.

16. Additional Permitted Uses. In addition to those purposes set forth in § 2(a) of the Addendum, Associate may use Protected Information as follows:_____
_____
_____

17. Additional Permitted Disclosures. In addition to those purposes set forth in § 2(b) of the Addendum, Associate may disclose Protected Information as follows:_____
_____
_____

18. Subcontractor(s). The parties acknowledge that the following subcontractors or agents of Associate shall receive Protected Information in the course of assisting Associate in the performance of its obligations under this Contract:_____
_____
_____

19. Receipt. Associate's receipt of Protected Information pursuant to this Contract shall be deemed to occur as follows, and Associate's obligations under the Addendum shall commence with respect to such PHI upon such receipt:_____
_____
_____

20. Additional Restrictions on Use of Data. CE is a Business Associate of certain other Covered Entities and, pursuant to such obligations of CE, Associate shall comply with the following restrictions on the use and disclosure of Protected Information:_____
_____
_____

21. Additional Terms. *[This section may include specifications for disclosure format, method of transmission, use of an intermediary, use of digital signatures or PKI, authentication, additional security of privacy specifications, de-identification or re-identification of data and other additional terms.]*__
_____
_____

City of Louisville
COLORADO • SINCE 1878

CITY COUNCIL COMMUNICATION
AGENDA ITEM 5H

SUBJECT: **ADLER-FINGRU OPEN SPACE PUBLIC SERVICE COMPANY OF COLORADO UTILITY EASEMENT**

DATE: **SEPTEMBER 17, 2024**

PRESENTED BY: **ADAM BLACKMORE, PROS DIRECTOR**

OVERVIEW:
The City of Louisville co-owns the Adler-Fingru Open Space property with Boulder County Open Space & Mountain Parks (BCOSMP) and the City of Lafayette with BCOSMP serving as the primary property manager. Public Service Company of Colorado (PSCo) has provided a notice of intent to increase the width of their existing utility easement and provided a "fair market" price for the easement on the jointly owned property. This fee will be split between Boulder County, Lafayette, and Louisville. The final approval of the revised utility easement will occur after the three (3) co-managing agencies have governing body authorization. Boulder County commissioners will review the agreement, and any approvals from Louisville and/or Lafayette, within the next 60-days. Lafayette intends to review within the next 30-days.

FISCAL IMPACT:
Revenue payable to Louisville from total easement sale amount of $7,350 will be 25% or $1,837.50

RECOMMENDATION:
Approve utility easement and purchase price.

ATTACHMENT(S):
1. Adler-Fingru Utility Easement agreement
2. PSCo notice of intent letter
3. Payment intent e-mail

STRATEGIC PLAN IMPACT:

☒	**Financial Stewardship & Asset Management**	☐	**Reliable Core Services**
☐	**Vibrant Economic Climate**	☒	**Quality Programs & Amenities**
☐	**Engaged Community**	☐	**Healthy Workforce**
☐	**Supportive Technology**	☒	**Collaborative Regional Partner**

UTILITY EASEMENT

This Utility Easement ("Easement") is granted this ____day of _____, 2024, by the **County of Boulder**, a body corporate and politic, whose legal address is P.O. Box 471, Boulder, Colorado 80306 ("County"), the **City of Louisville,** a Colorado home rule municipal corporation ("Louisville"), and the **City of Lafayette**, a Colorado home rule municipal corporation ("Lafayette") (together collectively referred to as "Grantor") to **Public Service Company of Colorado**, a Colorado corporation, whose address is 1123 West 3rd Avenue, Denver, Colorado 80223 ("Grantee").

RECITALS

A. Grantor owns the property known as the Adler-Fingru Open Space property, legally described on Exhibit A, attached hereto and incorporated herein by this reference ("Grantor's Property"); and

B. Grantor previously granted to Grantee a non-exclusive perpetual 10-foot-wide easement across Grantor's Property for one electrical feeder line by that certain Utility Easement agreement, recorded with the Boulder County Clerk and Recorder on April 28, 2010, at reception no. 03071470 ("2010 Easement"); and

C. Grantor and Grantee now understand that Grantee inadvertently placed its electrical line outside of the 2010 Easement area; and

D. Grantee desires to install a second electrical feeder line in approximately the same area as the 2010 electrical line; and

E. Grantor desires to grant to Grantee an additional 15-foot-wide non-exclusive perpetual right of access over and across Grantor's Property to install, operate, maintain, repair and replace one underground electric feeder line along the route generally depicted and legally described on Exhibit B, subject to the conditions contained in this instrument ("2024 Easement"); and

F. Grantor and Grantee intend that the 2024 Easement have the effect of increasing the total easement area to a width of 25 feet, thereby encompassing both the location of the second electrical line and the actual installation location of the first electrical line; and

G. Grantee acknowledges this Easement is subject to all prior recorded encumbrances; and

H. County has complied with the notice requirements for the disposition of open space purchased with Boulder County open space sales and use tax revenues dedicated to the acquisition and preservation of open space lands in Boulder County.

GRANT OF EASEMENT

NOW THEREFORE, in consideration of the sum of Seven Thousand Three Hundred and Fifty DOLLARS ($7,350.00), the forgoing Recitals and the mutual covenants contained herein, and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, but subject to the terms and conditions more fully set forth below, Grantor hereby

conveys to Grantee, its successors and assigns, the non-exclusive perpetual easement described below:

1. Grant of Easement. Grantor hereby grants and conveys to Grantee a non-exclusive perpetual 25-foot wide easement extending south from the southern boundary of Outlot A of Centaur Village, plat file # P4, F-2, #43, recorded in the records of the Boulder County Clerk and Recorder's Office, across Grantor's Property, terminating at the southern boundary of Grantor's Property and the Right-of-Way of Empire Drive, which easement is legally described on Exhibit B (the "Easement Property"), for the right to install, operate, maintain, repair and replace two underground electric feeder lines ("Utility Line") subject to the following conditions:

Grantee must install the Utility Line by boring underground. Grantee may not trench or otherwise disturb the surface of the Grantor's Property anytime during the construction, installation, and future maintenance or replacement of the Utility Line without the express written consent of Grantor; provided however, Grantee may create a single bore pit at the mid-point of the bore, as depicted in the plans dated 5/24/2024 and on file in the Grantor's office.

Prior to conducting work on the Easement Property, Grantee must obtain a permit from Grantor to enter over the Grantor's Property to access the Easement Property. Such permit may contain additional terms and conditions with which the Grantor must comply including but not limited to restrictions on the time of year that the work may be conducted and the mitigation of impacts to and restoration of surface conditions of the Grantor's Property.

Grantee agrees to conduct a pre-construction meeting with the Grantor prior to any work being commenced.

2. Purpose. The Easement Property may only be used for the installation, operation, maintenance, repair and replacement of the Utility Line through and across the Easement Property. Grantee must not use the Easement Property for any other uses without an amendment of this Easement or the express written agreement of Grantor. Similarly, Grantee must contain all work activities within the Easement Property and must not use other areas of Grantor's Property or other property owned by Grantor. Without limiting the foregoing, the terms of this Easement will apply to the initial construction and to all future maintenance or replacement operations.

3. Construction, Improvements and Maintenance. Within the Easement Property, Grantee may access, construct, install, operate, repair, remove, replace, reconstruct, alter, relocate, inspect, and maintain electrical lines; and use and have reasonable ingress and egress along and across the Easement Property for personnel, equipment, and vehicles. The initial installation of the Utility Line must be by boring beneath the surface of the Easement Property, without disturbance to the surface. To the extent reasonably feasible, all future maintenance and repairs to the electrical lines must also be completed through the underground conduit in which the electrical lines are placed, and surface disturbance must be avoided. Grantee may not pave or otherwise create an impermeable surface over any portion of the Easement Property.

3.1 Grantee must contain all work activities within the Easement Property and must not affect any other portion of Grantor's Property. Grantee must bury any and all utility lines at a sufficient depth at the time of construction so as not to interfere with Grantor's ordinary use of Grantor's Property.

3.2 Grantee must comply with all Boulder County, City of Louisville and City of Lafayette land use regulations, including without limitation, obtaining all necessary approvals and permits for the uses permitted hereunder.

3.3 Grantee is responsible for all construction costs and any repairs or maintenance necessary for its construction, maintenance and/or use of the Easement Property. If Grantee is reasonably required to disturb the surface of the Easement Property, Grantee must restore the Easement Property to its prior condition, including all improvements thereon, including but not limited to, fences, drain tiles, irrigation systems, landscaping, and roads, and must pay Grantor for damages to Grantor's Property, including but not limited to, damage to growing crops, livestock, and other damages caused by Grantee's activities.

3.4 Grantee may conduct routine maintenance activities within the Easement Property but must not make improvements or conduct anything other than routine maintenance without having first provided written notice and plans two weeks prior to the initiation of said work to the Director, Parks & Open Space Department, P.O. Box 471, Boulder, Colorado 80306 and receiving written approval from said county department prior to conducting the work, which approval may not be unreasonably withheld.

3.5 Upon completion of the project, Grantee must remove all equipment, materials, and supplies and must leave the Open Space in its original or better condition and void of all hazards including but not limited to hazardous changes in topography, such as holes, ruts, and dirt piles.

4. Escrow. Prior to the initial construction and prior to each additional incident of any maintenance or construction activity on the Easement Property, Grantee must place Ten Thousand Dollars ($10,000.00) into escrow with Grantor upon execution of this Easement to assure Grantee's satisfactory completion of all County-required reclamation, including weed control. Upon Grantee's completion of reclamation, Grantee must submit to Grantor a written request for return of the escrowed funds. Grantor must promptly return the escrowed funds to Grantee after receiving Grantee's request, unless Grantor determines, in its sole discretion, that damages to the Work Area or any other portion of Grantor's Property, have not been adequately reclaimed, in which case, Grantor may retain that portion of the escrowed funds necessary to complete the restoration or may afford Grantee the opportunity to attempt to cure the deficiencies in restoration. If Grantor determines that reclamation cannot be fully accomplished with the escrowed funds, Grantor may bill Grantee for all additional costs, and Grantee must promptly reimburse Grantor for said costs.

5. Relocation. Grantee hereby acknowledges and agrees that if Grantor's management of Grantor's Property creates a need for a relocation of the Easement Property as determined in

Grantor's sole discretion, Grantee will cooperate with Grantor to accomplish such relocation at Grantor's expense. In the event of relocation, Grantor and Grantee must execute such documents as are necessary to vacate the location of the access easement as set forth in this Easement and to establish and record the Easement Property's new location.

6. Ecological, Hydrological and Geological Considerations. The work of installing and maintaining the Utility Line must be done with all reasonable care as to not adversely affect the surface of Grantor's Property. Grantee agrees that the Utility Line must be buried at a sufficient depth at the time of construction so as not to interfere with or inhibit Grantor's use of Grantor's Property, including but not limited to ecological restoration or agriculture uses.

The Utility Line must be bored deep enough to avoid any potential impact to the flow of water in Coal Creek and, if necessary, Grantee will consult with a geomorphologist and/or a hydrologist to ensure the geology and hydrology of Coal Creek is not affected in any way.

The Utility Line must be bored deep enough as to not impact any wildlife including, but not limited to, the existing prairie dog colony, and the work of installing, maintaining or replacing the Utility Line must be done with all reasonable care so as to not affect the riparian zone ecosystem along Coal Creek, as determined by Grantor.

Grantee must meet all applicable Boulder County Land Use, City of Louisville and City of Lafayette requirements (i.e. including without limitation, obtaining all necessary approvals and permits) for the construction of the Utility Line.

7. Indemnity. Grantee must hold harmless and indemnify Grantor and its employees, agents, contractors, and elected and appointed officials for any and all liability, liens, or other costs and/or losses arising from Grantee's use of the Easement Property; provided that the foregoing indemnity must not apply to extent caused by acts or omissions of Grantor, its agents, employees, contractors or invitees. This indemnity must include all costs, attorney fees, expenses and liabilities incurred in connection with any such potential claims, the investigation thereof or the defense of any action or proceedings brought thereon, and any judgments, orders, decrees, or liens, resulting therefrom, but not to the extent caused by acts or omissions of Grantor, its agents, employees, contractors or invitees. By requiring this right to indemnification, Grantor in no way waives or intends to waive the limitations on liability which are provided to it under the Colorado Governmental Immunity Act, C.R.S., §§24-10-101, et seq., as currently enacted or subsequently amended.

8. Mechanic's Lien. Nothing contained herein must authorize Grantee, or any person or entity acting through, with or on behalf of Grantee, to subject the Easement Property, or any portion thereof, to mechanic's liens. If any such lien is filed against the Easement Property and Grantee has caused such lien, Grantee must cause the lien to be discharged. In the event that such lien is not discharged within twenty (20) days after receipt of written notice of the lien by the Grantee, then Grantor, at its option, and at the cost and expense of the Grantee, may enter into, defend, prosecute or pursue any effort or action (whether or not litigation is involved) which Grantor deems necessary to defend Grantor's Property from and against such lien.

9. Enforcement and Restoration. Grantor may exercise immediate reasonable enforcement, restoration and conservation actions when such actions are warranted for the protection and preservation of the Easement Property. Should an activity be undertaken on the Easement Property to which the parties have not agreed, Grantor may require Grantee to immediately cease and desist from such activity. In such case, if the unauthorized activity was performed by Grantee, its employees, agents, guests and invitees, the cost of any restoration of the Easement Property must be borne by Grantee.

10. Grantor's Reserved Rights. Grantor reserves the right to use and occupy the Easement Property for any lawful purpose consistent with the rights and privileges granted herein which will not interfere with or endanger Grantee's use of the Easement. Grantee's use of the Easement Property must be non-exclusive and Grantee has no rights to use any portion of Grantor's Property except the Easement Property and only as permitted in this Easement.

11. Specific Performance. This Easement may be enforced by specific performance, including mandatory injunctive relief and/or damages.

12. Covenant Running with the Land. This Easement runs with the land and be binding upon and inures to the benefit and/or burden of Grantor and Grantee and their respective successors and assigns.

13. Notices. Whenever notice is required to be given hereunder, it must be in writing and may be sent by facsimile or delivered to the party entitled thereto or mailed to the party entitled thereto, by registered or certified mail, return receipt requested. If delivered or sent by facsimile, said notice shall be effective and complete upon delivery or transmission of the facsimile. If mailed, said notice shall be effective and complete as of the date of mailing. Until changed by notice in writing, notice must be given as follows:

To the Grantee:	Public Service Company of Colorado 1123 West 3rd Avenue Denver, Colorado 80223 With a required copy to the address of Public Service Company of Colorado ("**Company**") listed from time to time with the Colorado Secretary of State as the principal address of the Company.
To the County:	The Director Boulder County Parks and Open Space 5201 St. Vrain Road Longmont, CO 80503
With copy to:	The Boulder County Attorney's Office P.O. Box 471 Boulder, CO 80306
To Louisville:	City of Louisville Director of Parks, Recreation & Open Space

749 Main Street
Louisville, CO 80027

With a copy to: City Attorney
City of Louisville
749 Main Street
Louisville, CO 80027

To Lafayette: City of Lafayette
1290 South Public Road
Lafayette, CO 80026

With a copy to: Open Space Coordinator, City of Lafayette
1290 South Public Road
Lafayette, CO 80026

14. Severability. If any provisions of this Easement or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of this Easement and the application of such provisions to persons or circumstances other than those as to which it is found to be invalid, will not be affected thereby.

15. Entire Agreement. This instrument and the attached Exhibits contain the entire agreement between the parties relating to the Easement and may be modified only by an instrument in writing executed by all parties.

16. Exhibits. All references to exhibits herein shall incorporate such exhibits by their reference.

17. Counterparts. This Easement may be executed in one or more counterparts, each of which when so executed shall be deemed an original, and such counter parts together shall constitute one and the same instrument.

18. Recording. This Easement must be recorded in the office of the Clerk and Recorder of Boulder County, Colorado.

19. No Waiver. The waiver by any party to this Easement of any term or condition of this Easement must not operate or be construed as a waiver of any subsequent breach by any party.

20. Encumbrances. The Property was purchased by the Grantor subject to exceptions of record and this Easement is subject to all prior encumbrances of record which encumbrances are listed on Exhibit C attached hereto and incorporated herein by this reference.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Parties have executed this Easement as of the date set forth above.

GRANTOR:

COUNTY OF BOULDER,
a body corporate and politic

By: _____

Printed Name:_____

Title: _____
of the Board of County Commissioners

State of Colorado
County of Boulder

The foregoing instrument was acknowledged before me this ___ day of _____, 2024 by _____, of the Board of County Commissioners of Boulder County, Colorado.

_____
(Notary official signature)

NOTARY
S E A L

_____
(Commission expiration)

CITY OF LOUISVILLE a Colorado home rule municipal corporation

By:_____
Christopher M. Leh

ATTEST:

By:_____
Genny Kline, Interim City Clerk

STATE OF COLORADO)
) ss.
COUNTY OF BOULDER)

The foregoing instrument was acknowledged, subscribed and sworn to before me this____ day of _____, 2024, by Christopher M. Leh, as Mayor, and Genny Kline, as Interim City Clerk on behalf of the City of Louisville, a Colorado home rule municipal corporation.

Witness my hand and official seal

(S E A L)

_____
Notary Public

My Commission Expires: _____

CITY OF LAFAYETTE, a Colorado home rule city

By:_____
_____, Mayor

ATTEST:

By:_____
_____, City Clerk

APPROVED AS TO FORM:

By:_____
_____, City Attorney

STATE OF COLORADO)
) ss.
COUNTY OF BOULDER)

The foregoing instrument was acknowledged, subscribed and sworn to before me this____ day of _____, 2010, by _____ as Mayor, and _____ as City Clerk on behalf of the City of Lafayette, a Colorado home rule city.

Witness my hand and official seal

(S E A L)

_____
Notary Public

My Commission Expires: _____

Grantee hereby acknowledges and agrees to all of the terms and conditions imposed upon it in this instrument.

GRANTEE:
Public Service Company of Colorado, a Colorado corporation,

_____
_____
Regional Vice-President Customer and Community Services Department

STATE OF COLORADO)
) ss.
COUNTY OF _____)

. The foregoing instrument was acknowledged, subscribed and sworn to before me by _____, Regional Vice-President Customer and Community Services Department, Public Service Company of Colorado, on this ___ day of _____ 2010.

Witness my hand and official seal.

(S E A L)

_____
Notary Public
My Commission Expires: _____

Exhibit A

Legal Description of Grantor's Property

PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 9 AND A PART OF THE WEST HALF OF THE WEST HALF OF SECTION 10, ALL IN TOWNSHIP 1 SOUTH, RANGE 69 WEST OF THE 6TH P.M., CITY OF LAFAYETTE, COUNTY OF BOULDER, STATE OF COLORADO, DESCRIBED AS FOLLOWS:
BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 1 SOUTH, RANGE 69 WEST OF THE 6TH P.M., THENCE NORTH 0 DEGREES 06'36" EAST, 1321.69 FEET ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 10 TO THE NORTHEAST CORNER THEREOF; THENCE NORTH 0 DEGREES 06'20" EAST, 598.83 FEET ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 10 TO THE NORTHEAST CORNER OF "OUTLOT B" IN CENTAUR VILLAGE, A SUBDIVISION IN THE COUNTY OF BOULDER, STATE OF COLORADO, ACCORDING TO THE RECORDED PLAT THEREOF; THENCE SOUTH 59 DEGREES 06' WEST, 180.12 FEET ALONG THE NORTHERLY LINE OF SAID "OUTLOT B" THENCE SOUTH 59 DEGREES 45' WEST, 1716.81 FEET ALONG THE NORTHERLY LINE AND NORTHERLY LINE EXTENDED WESTERLY OF SAID "OUTLOT B" AND ALONG THE NORTHERLY LINE OF "OUTLOT A" IN SAID CENTAUR VILLAGE; THENCE SOUTH 0 DEGREES 30' EAST, 120.00 FEET ALONG THE NORTHERLY LINE OF SAID "OUTLOT A"; THENCE SOUTH 89 DEGREES 30' WEST, 260.18 FEET ALONG THE NORTHERLY LINE OF SAID "OUTLOT A"; THENCE NORTH 55 DEGREES 00' WEST, 40.72 FEET ALONG THE NORTHERLY LINE OF SAID "OUTLOT A"; THENCE NORTH 35 DEGREES 00' EAST, 260.00 FEET ALONG THE SOUTH LINE OF SAID CENTAUR VILLAGE; THENCE NORTH 55 DEGREES 00' WEST, 293.14 FEET ALONG THE SOUTH LINE OF SAID CENTAUR VILLAGE; THENCE SOUTH 35 DEGREES 00' WEST, 102.52 FEET ALONG THE SOUTH LINE OF SAID CENTAUR VILLAGE; THENCE NORTH 89 DEGREES 50' WEST, 546.23 FEET ALONG THE SOUTH LINE OF SAID CENTAUR VILLAGE TO THE SOUTHWEST CORNER THEREOF, A POINT ON THE WEST LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 1 SOUTH, RANGE 69 WEST OF THE 6TH P.M.; THENCE SOUTH 0 DEGREES 09'11" WEST, 1132.37 FEET ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 9 TO A POINT ON THE NORTH RIGHT OF WAY LINE OF EMPIRE ROAD, SAID POINT BEING 38.50 FEET NORTHERLY OF THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 9; THENCE NORTH 89 DEGREES 27'18" EAST, 1053.40 FEET PARALLEL WITH THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 9 AND ALONG THE NORTH RIGHT OF WAY LINE OF SAID EMPIRE ROAD TO A POINT OF CURVE TO THE RIGHT; THENCE EASTERLY 172.98 FEET ALONG THE ARC OF SAID CURVE AND ALONG THE NORTH RIGHT OF WAY LINE OF SAID EMPIRE ROAD TO THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 9, SAID ARC HAVING A RADIUS OF 382.00 FEET, A DELTA ANGLE OF 25 DEGREES 56'42" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 77 DEGREES 34'24" EAST, 171.51 FEET; THENCE NORTH 89 DEGREES 27'18" EAST, 89.38 FEET ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 9 TO THE SOUTHEAST CORNER THEREOF; THENCE SOUTH 89 DEGREES 48'08" EAST, 1315.28 FEET ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 10 TO THE POINT OF BEGINNING; EXCEPTING THEREFROM THAT PORTION OF THE ABOVE DESCRIBED PROPERTY LYING WITHIN OUTLOTS A AND B, CENTAUR VILLAGE AND EXCEPTING THEREFROM THAT PORTION LYING WITHIN THE BOUNDARIES OF ELYSIAN FIELD DRIVE.

Exhibit B

Map and Legal Description of Grantee's Property

EXHIBIT A – ADLER-FINGRU OPEN SPACE
PARCEL A

A 25 foot wide strip of land lying in the southeast one-quarter (SE1/4) of Section 9, Township 1 South, Range 69 West, of the 6th Principal Meridian, County of Boulder, State of Colorado, being a portion of that Tract of land described in Reception Number 3167204, Boulder County Records, lying 12.5 feet on each side of the following described line:

Beginning on the northeast line of said Tract, from which the most westerly corner of Outlot A, CENTAUR VILLAGE, Boulder County Records, bears N55°00'00"W, 126.33 feet;

> Thence S02°35'24"E, 607.50 feet, along a line that lies 2.5 feet east of and parallel with the west line of that 10 foot wide PSCo Easement as described in Reception Number 3071470, Boulder County Records, to the south line of said Tract, the Point of Terminus.

The sidelines of said 25 foot wide strip are to be lengthened or shortened to terminate on said northeast and south lines.

Containing 15,188 square feet, (0.349 acres) more or less.

All lineal distances shown hereon are in U.S. Survey Feet.

As shown on Exhibit A, Sheet 2 of 2, attached hereto and made a part hereof.

For the purposes of this description, bearings are based on said northeast line, which is assumed to bear N55°00'00"W.

The author of this description is Monte L. Sudbeck, PLS 38503, prepared on behalf of SEH Inc., 2000 South Colorado Boulevard, Suite 6000, Denver, CO 80222, June 6, 2024, under Job No. 178302-87.0, for Public Service Company of Colorado, and is not to be construed as representing a monumented land survey.



Monte L. Sudbeck, PLS 38503

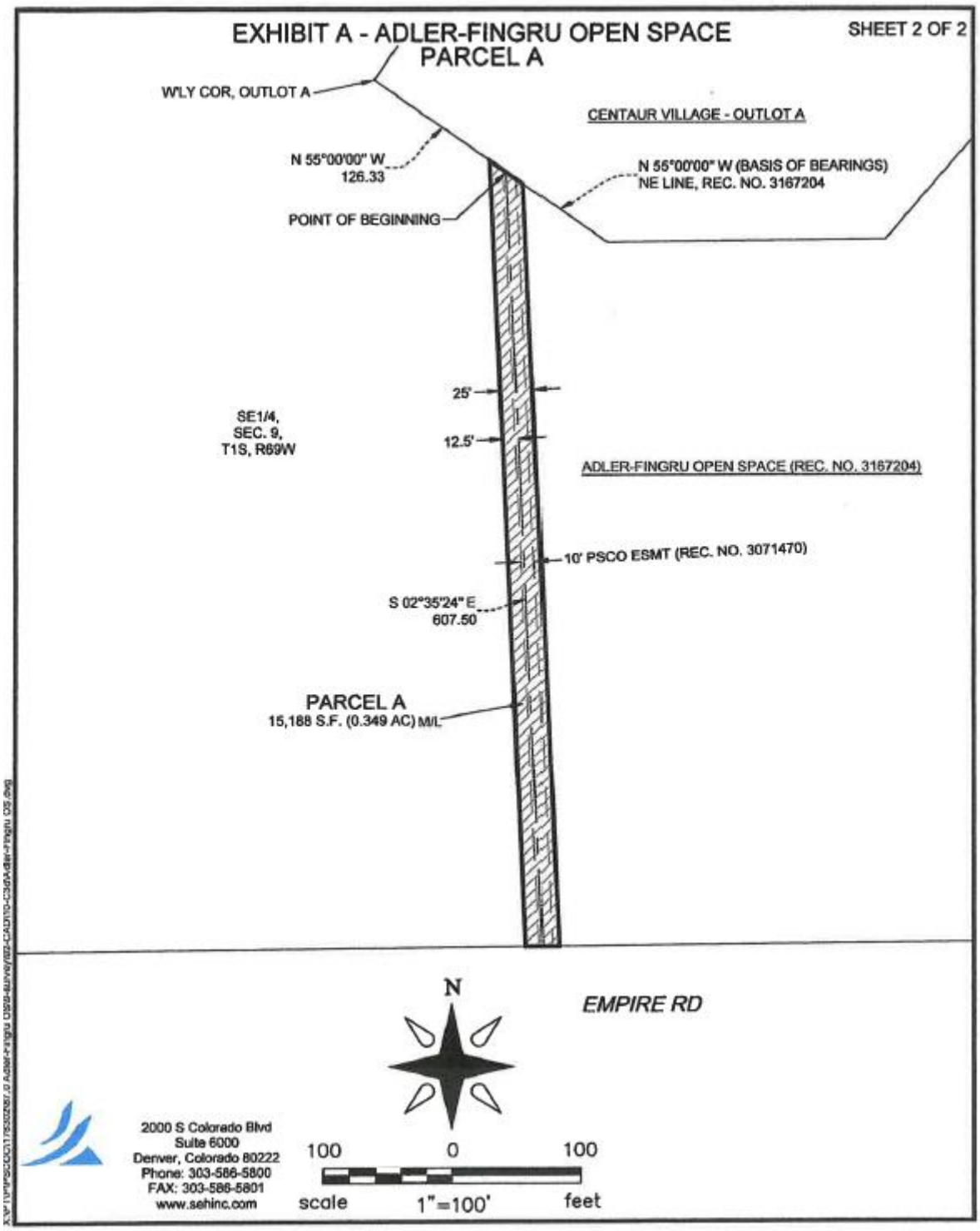

EXHIBIT A - ADLER-FINGRU OPEN SPACE
PARCEL A
SHEET 2 OF 2
W'LY COR, OUTLOT A
CENTAUR VILLAGE - OUTLOT A
N 55°00'00" W
126.33
N 55°00'00" W (BASIS OF BEARINGS)
NE LINE, REC. NO. 3167204
POINT OF BEGINNING
25'
12.5'
SE1/4,
SEC. 9,
T1S, R69W
ADLER-FINGRU OPEN SPACE (REC. NO. 3167204)
10' PSCO ESMT (REC. NO. 3071470)
S 02°35'24" E
607.50
PARCEL A
15,188 S.F. (0.349 AC) M/L
N
EMPIRE RD
2000 S Colorado Blvd
Suite 6000
Denver, Colorado 80222
Phone: 303-586-5800
FAX: 303-586-5801
www.sehinc.com
100
0
100
scale
1"=100'
feet

Exhibit C

Exceptions from title

1. All coal, oil, gas or other minerals as reserved in Deed recorded February 7, 1927 in Book 546 at Page 126.

2. Terms, Agreements, Provisions, Conditions, and Obligations of an Agreement for Advance Purchase of water and sewer taps recorded September 10, 1973 on Film 831 as Reception No. 79882.

3. Easement as granted to the County of Boulder for protecting the floodplain, flood control and roadway as granted in instrument recorded October 8, 1991 on Film 1696 as Reception No. 1135004.

4. Such rights that may exist in and to Coal Creek as shown on the maps in the Boulder County Assessors office.

5. Easement and right of way for utility lines and utility boxes along the Northerly property line as disclosed on the Alta Survey by Boulder Land Consultants, Inc., dated October 26, 2001.

6. Easement and right of way for irrigation Ditch and irrigation laterals as shown on the Alta Survey by Boulder Land Consultants, Inc., dated October 26, 2001.

7. Any conflicts, discrepancies or loss due to the location of fencelines along the Westerly and Southerly property lines as disclosed on the Alta Survey by Boulder Land Consultants, Inc., dated October 26, 2001.

Xcel Energy℠
PUBLIC SERVICE COMPANY

Right of Way & Permits

2655 N 63rd Street
Boulder, Colorado 80301
Telephone: 720.425.9377
E-mail: william.a.schulz@xcelenergy.com

REGULAR AND CERTIFIED MAIL, RETURN RECEIPT REQUESTED

July 3, 2024

Don Durso, Land Officer
Boulder County Parks & Open Space
5201 St. Vrain Road
Longmont, CO 80503

Ember Brignull
Open Space Superintendent
Department of Parks, Recreation, and Open Space/Open Space Division
739 S. 104th St.
Louisville, CO 80027

Dennis Warrington
Open Space Superintendent
City of Lafayette/Parks, Recreation, and Open Space
1290 S. Public Rd.
Lafayette, CO 80026

RE: Public Service Company of Colorado – New Lafayette Electric Feeder ("Project") Parcel known as Boulder County APN 157509400001 and located in Section 9, Township 1 South, Range 69 West of the 6th P.M., County of Boulder, State of Colorado

Notice of Intent to Acquire and Offer to Purchase

Dear Sir/Madam:

As you know from prior communications, Public Service Company of Colorado ("PSCo") needs to acquire an interest in the property in which you have a record interest. Specifically, PSCo intends to acquire an easement necessary to construct Electric Distribution Lines and related facilities associated with the above described Project (the "Easement Property"). The Easement Property PSCo needs to acquire is more particularly described in the attached legal description and sketch. We contemplate that this new easement would be in a form substantially similar to the easement acquired in 2010 and recorded on April 28, 2010 at reception 3071470.

With this letter, PSCo is offering you $7350.00 as compensation for the Easement Property. This amount is based upon $35,000/acre for similarly-acquired County Open Space parcels and reflects the net increase in area beyond the easement acquired in 2010 and recorded on April 28, 2010 at reception 3071470.

Pursuant to C.R.S. § 38-1-121, a copy of which is also enclosed, this letter serves as formal notice of PSCo's intent to acquire the Easement Property and informs you of the statutory and procedural requirements in Colorado concerning appraising the Easement Property. Upon receipt of this Notice, you may employ an appraiser of your choice to appraise the Easement Property. PSCo is required to pay the reasonable cost of your appraisal if it is submitted to PSCo within 90 days of the date of this Notice and if the appraisal is made using sound, fair, and recognized appraisal practices consistent with the law. If more than one person or entity has an interest in the Easement Property, they must all agree on one appraisal to be submitted to PSCo.

The appraisal requirements and process described above do not limit the right of PSCo to institute eminent domain proceedings, nor to obtain immediate possession of the Easement Property as provided for by law.

We hope that condemnation will not be necessary.

If you have any questions or need further information, please contact Robert Lerche at 303-931-0890 or by email at Robert.C.Lerche@xcelenergy.com .

Sincerely,

William A Schulz

Bill Schulz
Xcel Energy | You. Us. Together.
Public Service Company of Colorado,
PSCo dba Xcel Energy
Boulder Division| Division Agent
Right of Way & Permits Department
Electric & Gas Distribution, HP Gas
2655 N 63rd St, Boulder ,Colorado 80301
C: 720-425-9377 **O:** 303-245-2271
william.a.schulz@xcelenergy.com
Direct Supervisor: adam.r.pena@xcelenergy.com

Attachments: 1) legal description; 2) sketch; 3) C.R.S. § 38-1-121.

cc: Adam R. Pena, Manager, Siting and Land Rights

Julie Stencel, Asst. General Counsel

EXHIBIT A – ADLER-FINGRU OPEN SPACE
PARCEL A

A 25 foot wide strip of land lying in the southeast one-quarter (SE1/4) of Section 9, Township 1 South, Range 69 West, of the 6th Principal Meridian, County of Boulder, State of Colorado, being a portion of that Tract of land described in Reception Number 3167204, Boulder County Records, lying 12.5 feet on each side of the following described line:

Beginning on the northeast line of said Tract, from which the most westerly corner of Outlot A, CENTAUR VILLAGE, Boulder County Records, bears N55°00'00"W, 126.33 feet;

> Thence S02°35'24"E, 607.50 feet, along a line that lies 2.5 feet east of and parallel with the west line of that 10 foot wide PSCo Easement as described in Reception Number 3071470, Boulder County Records, to the south line of said Tract, the Point of Terminus.

The sidelines of said 25 foot wide strip are to be lengthened or shortened to terminate on said northeast and south lines.

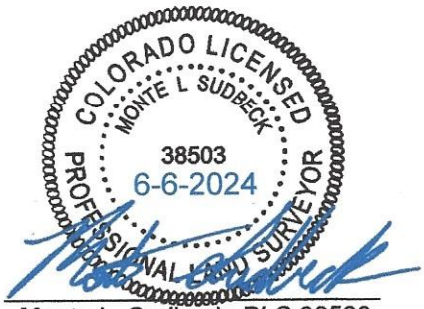
Containing 15,188 square feet, (0.349 acres) more or less.

All lineal distances shown hereon are in U.S. Survey Feet.

As shown on Exhibit A, Sheet 2 of 2, attached hereto and made a part hereof.

For the purposes of this description, bearings are based on said northeast line, which is assumed to bear N55°00'00"W.

The author of this description is Monte L. Sudbeck, PLS 38503, prepared on behalf of SEH Inc., 2000 South Colorado Boulevard, Suite 6000, Denver, CO 80222, June 6, 2024, under Job No. 178302-87.0, for Public Service Company of Colorado, and is not to be construed as representing a monumented land survey.

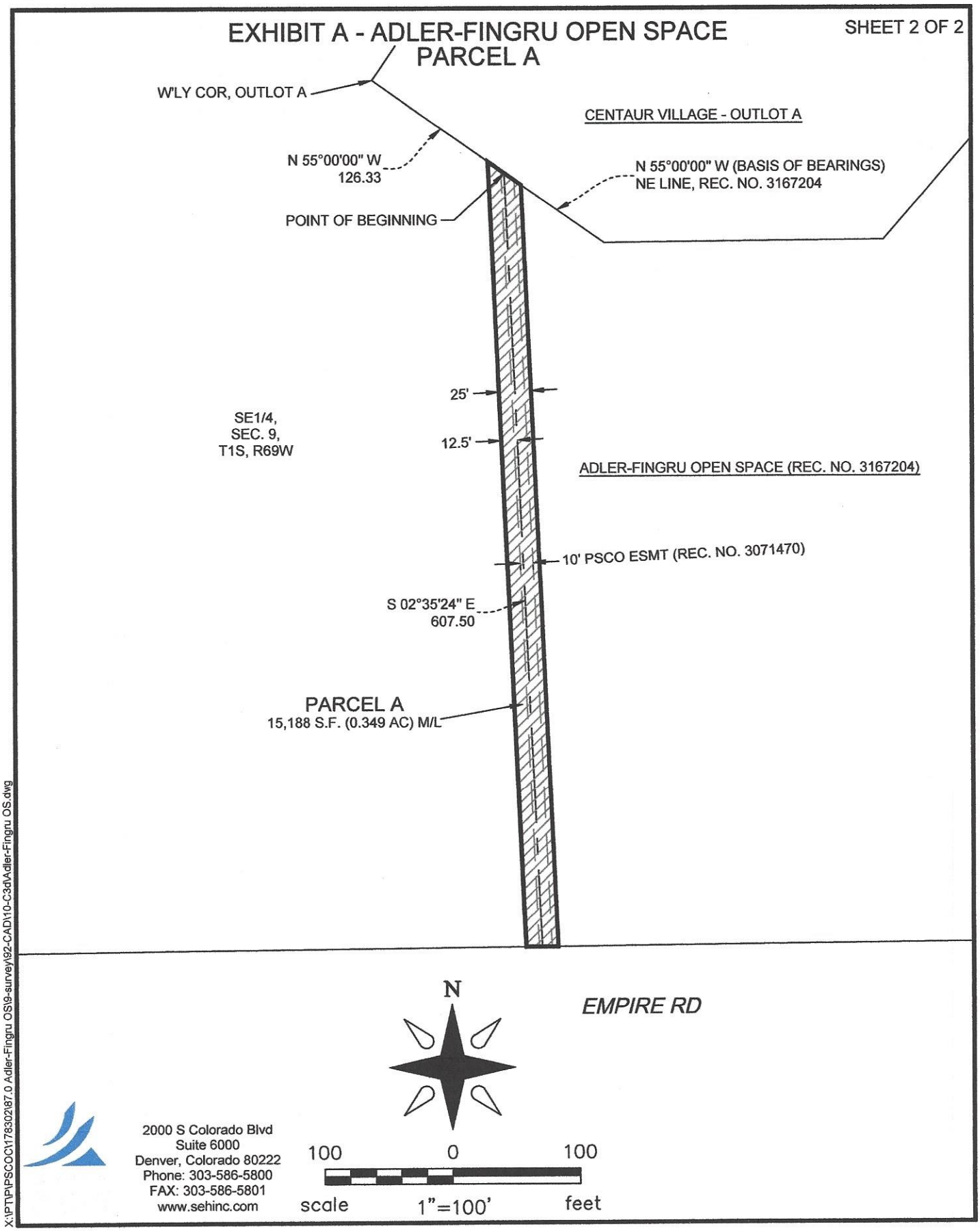


Monte L. Sudbeck, PLS 38503

2000 S Colorado Blvd, Suite 6000, Denver, CO 80222
SEH is an equal opportunity employer | **www.sehinc.com** | 303.586.5800 | 303.586.5801 fax

EXHIBIT A - ADLER-FINGRU OPEN SPACE
PARCEL A

SHEET 2 OF 2



2000 S Colorado Blvd
Suite 6000
Denver, Colorado 80222
Phone: 303-586-5800
FAX: 303-586-5801
www.sehinc.com

X:\PTP\PSCOC\178302\87.0 Adler-Fingru OS\9-survey\92-CAD\10-C3d\Adler-Fingru OS.dwg

Adam Blackmore

From: Durso, Donald <ddurso@bouldercounty.gov>
Sent: Thursday, September 12, 2024 9:20 AM
To: Adam Blackmore
Subject: RE: Adler-Fingru Easement Draft

That is the total based upon the $35,000 (what the county thinks unirrigated farmland is worth, using comps. So the county would get half and Louisville and Lafayette would get one quarter or $1,837.50.

Don Durso, Land Officer
Boulder County Parks & Open Space
5201 St. Vrain Road
Longmont, CO 80503
720-864-6694
ddurso@bouldercounty.gov

Normal Work Schedule:
M: 10 a.m. to 4:30 p.m.
T-TH: 8-4:30
F: OFF

Boulder County Parks & Open Space

From: Adam Blackmore <ablackmore@louisvilleco.gov>
Sent: Thursday, September 12, 2024 8:43 AM
To: Durso, Donald <ddurso@bouldercounty.gov>
Subject: [EXTERNAL] RE: Adler-Fingru Easement Draft

Good morning Don,

A quick confirmation question. Is the total fee for the easement $7,350 or is that the portion that will be payable to Louisville? If it is the total, can you let me know the payment to Louisville and Lafayette so I can update our council accordingly. Thanks.

Adam L. Blackmore CPRE I MA I CPO
Director
Parks, Recreation & Open Space
City of Louisville
Office (303) 335-4735/(303) 335-4731
Cell (720) 899-2782
ablackmore@louisvilleco.gov

City of Louisville

SUBJECT: **APPROVAL OF CONTRACT BETWEEN THE CITY OF LOUISVILLE AND EIDOS ARCHITECTS FOR THE SCWTP ADMINISTRATIVE BUILDING ARCHITECTURAL DESIGN**

DATE: **SEPTEMBER 17, 2024**

PRESENTED BY: **KURT KOWAR, P.E., PUBLIC WORKS DIRECTOR**

SUMMARY:
Staff recommends the approval of the architectural design contract with Eidos Architects, PC. in the amount of $42,885 along with a 10% contingency of $4,300 for the Admin Building Phase 1 initial design and CMAR selection.

In 2019, conceptual designs for an expansion of the Sid Copeland Water Treatment Plant (SCWTP) administrative building were developed. The administrative building was constructed in 1984 as part of a larger expansion project for the entire treatment facility. The SCWTP is the main location for all water treatment operations. The intent of the project is to improve the administration building to modern standards. The current building is maximizing the area to its full extent and lacks the area to accommodate any changes. An RFP was issued in April of 2024 for architectural design services to begin design work based on the previous preferred conceptual design. A voluntary pre-bid meeting was held with proposals due April 26th. A total of (5) five proposals were received as shown in the table below:

Architect	Phase 1 (Initial Design and CMAR Selection)	Phase 2 (Final Design & CM)	Total
Cairn Design	$29,430	$54,655	$84,085
Markley Designs	$47,960	$47,430	$95,390
Eidos	**$42,885**	**$81,810**	**$221,975**
GSG	$43,205	$183,665	$226,870
Anderson Hallas	$42,016	$174,202	$313,066

After review of the proposals, similar projects completed, and references it is recommended that Phase 1 is awarded to Eidos. With approval of the 30% design phase Eidos and the City will begin the design work as outlined in the schedule below:

FISCAL IMPACT:
Current costs are outlined as follows:

Admin Building Total Budget (501499-620149) FY2024:	$2,300,000
30% Design Contract	$(42,885)
30% Design Contract Contingency	($4,300)
Remaining Balance	***$2,252,815***

Future council approval will be required prior to expanding the scope beyond the 30% design phase and CMAR bid process.

PROGRAM/SUB-PROGRAM IMPACT:
Consistently provide safe and effectively treated water and wastewater, routinely testing quality for compliance with State and Federal Standards. Operate and maintain facilities efficiently, allowing reasonable and equitable rates while maintaining optimal quality. Produce high quality water services for City residents including consistent water treatment. This project will ensure continued reliable water treatment.

RECOMMENDATION:
Staff recommends the approval of the architectural design contract with Eidos Architects, PC. for a total of $42,885 and authorize staff to execute change orders up to $4,300 for additional work and project contingency, and authorize the Mayor, Public Works Director and City Clerk to sign and execute contract documents on behalf of the City.

ATTACHMENTS:
1. Eidos Architectural Design Contract Agreement

STRATEGIC PLAN IMPACT:

☐	**Financial Stewardship & Asset Management**	☒	**Reliable Core Services**
☐	**Vibrant Economic Climate**	☐	**Quality Programs & Amenities**
☐	**Engaged Community**	☐	**Healthy Workforce**
☐	**Supportive Technology**	☐	**Collaborative Regional Partner**

AN AGREEMENT BY AND BETWEEN THE CITY OF LOUISVILLE AND EIDOS ARCHITECTS, PC FOR CONSULTING SERVICES

1.0 PARTIES

This AGREEMENT FOR CONSULTING SERVICES (this "Agreement") is made and entered into this **1st** day of **October 2024** (the "Effective Date"), by and between the **City of Louisville**, a Colorado home rule municipal corporation, hereinafter referred to as the "City", and **Eidos Architects, PC.** a **Colorado corporation** referred to as the "Consultant".

2.0 RECITALS AND PURPOSE

2.1 The City desires to engage the Consultant for the purpose of providing **professional architectural** services as further set forth in the Consultant's Scope of Services (which services are hereinafter referred to as the "Services").

2.2 The Consultant represents that it has the special expertise, qualifications and background necessary to complete the Services.

3.0 SCOPE OF SERVICES

The Consultant agrees to provide the City with the specific Services and to perform the specific tasks, duties and responsibilities set forth in Scope of Services attached hereto as Exhibit "A" and incorporated herein by reference.

4.0 COMPENSATION

4.1 The City shall pay the Consultant for services under this agreement a total not to exceed the amounts set forth in Exhibit "B" attached hereto and incorporated herein by this reference. The City shall not pay mileage and other reimbursable expenses (such as meals, parking, travel expenses, necessary memberships, etc.), unless such expenses are (1) clearly set forth in the Scope of Services, and (2) necessary for performance of the Services ("Pre-Approved Expenses"). The foregoing amounts of compensation shall be inclusive of all costs of whatsoever nature associated with the Consultant's efforts, including but not limited to salaries, benefits, overhead, administration, profits, expenses, and outside consultant fees. The Scope of Services and payment therefor shall only be changed by a properly authorized amendment to this Agreement. No City employee has the authority to bind the City with regard to any payment for any services which exceeds the amount payable under the terms of this Agreement.

4.2 The Consultant shall submit monthly an invoice to the City for Services rendered and a detailed expense report for Pre-Approved Expenses incurred during the previous month.

The invoice shall document the Services provided during the preceding month, identifying by work category and subcategory the work and tasks performed and such other information as may be required by the City. The Consultant shall provide such additional backup documentation as may be required by the City. The City shall pay the invoice within thirty (30) days of receipt unless the Services or the documentation therefor are unsatisfactory. Payments made after thirty (30) days may be assessed an interest charge of one percent (1%) per month unless the delay in payment resulted from unsatisfactory work or documentation therefor.

5.0 PROJECT REPRESENTATION

5.1 The City designates **Justin Ferron** as the responsible City staff to provide direction to the Consultant during the conduct of the Services. The Consultant shall comply with the directions given by **Justin Ferron** and such person's designees.

5.2 The Consultant designates **Lori Hanson** as its project manager and as the principal in charge who shall be providing the Services under this Agreement. Should any of the representatives be replaced, particularly **Lori Hanson**, and such replacement require the City or the Consultant to undertake additional reevaluations, coordination, orientations, etc., the Consultant shall be fully responsible for all such additional costs and services.

6.0 TERM

6.1 The term of this Agreement shall be from the Effective Date to **December 31 2025**, unless sooner terminated pursuant to Section 13, below. The Consultant's Services under this Agreement shall commence on the Effective Date and Consultant shall proceed with diligence and promptness so that the Services are completed in a timely fashion consistent with the City's requirements. Provided, however, times for performance shall be extended as necessary and Consultant shall not be deemed in breach or have liability due to delays caused by any factor outside reasonable control of the Consultant.

6.2 Nothing in this Agreement is intended or shall be deemed or construed as creating any multiple-fiscal year direct or indirect debt or financial obligation on the part of the City within the meaning of Colorado Constitution Article X, Section 20 or any other constitutional or statutory provision. All financial obligations of the City under this Agreement are subject to annual budgeting and appropriation by the Louisville City Council, in its sole discretion. Notwithstanding anything in this Agreement to the contrary, in the event of non-appropriation, this Agreement shall terminate effective December 31 of the then-current fiscal year.

7.0 INSURANCE

7.1 The Consultant agrees to procure and maintain, at its own cost, the policies of insurance set forth in Subsections 7.1.1 through 7.1.4. The Consultant shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Agreement by

reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types. The coverages required below shall be procured and maintained with forms and insurers acceptable to the City. All coverages shall be continuously maintained from the date of commencement of services hereunder. The required coverages are:

7.1.1 Workers' Compensation insurance as required by the Labor Code of the State of Colorado and Employers Liability Insurance. Evidence of qualified self-insured status may be substituted.

7.1.2 General Liability insurance with minimum combined single limits of ONE MILLION DOLLARS ($1,000,000) each occurrence and TWO MILLION DOLLARS ($2,000,000) aggregate. The policy shall include the City of Louisville, its officers and its employees, as additional insureds, with primary coverage as respects the City of Louisville, its officers and its employees, and shall contain a severability of interests provision.

7.1.3 Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than FOUR HUNDRED THOUSAND DOLLARS ($400,000) per person in any one occurrence and ONE MILLION DOLLARS ($1,000,000) for two or more persons in any one occurrence, and auto property damage insurance of at least FIFTY THOUSAND DOLLARS ($50,000) per occurrence, with respect to each of Consultant's owned, hired or non-owned vehicles assigned to or used in performance of the services. The policy shall contain a severability of interests provision. If the Consultant has no owned automobiles, the requirements of this paragraph shall be met by each employee of the Consultant providing services to the City of Louisville under this Agreement.

7.1.4 Professional Liability coverage with minimum combined single limits of ONE MILLION DOLLARS ($1,000,000) each occurrence and ONE MILLION DOLLARS ($1,000,000) aggregate.

7.2 The Consultant's general liability insurance and automobile liability shall be endorsed to include the City, and its elected and appointed officers and employees, as additional insureds, unless the City in its sole discretion waives such requirement. Every policy required above shall be primary insurance, and any insurance carried by the City, its officers, or its employees, shall be excess and not contributory insurance to that provided by the Consultant. Such policies shall contain a severability of interests provision. The Consultant shall be solely responsible for any deductible losses under each of the policies required above.

7.3 Certificates of insurance shall be provided by the Consultant as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be subject to review and approval by the City. No required coverage shall be cancelled, terminated or materially changed until at least 30 days' prior written notice

has been given to the City. The City reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

7.4 Failure on the part of the Consultant to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of contract upon which the City may immediately terminate this Agreement, or at its discretion may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the City shall be repaid by Consultant to the City upon demand, or the City may offset the cost of the premiums against any monies due to Consultant from the City.

7.5 The parties understand and agree that the City is relying on, and does not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, § 24-10-101 et seq., C.R.S., as from time to time amended, or otherwise available to the City, its officers, or its employees.

8.0 INDEMNIFICATION

To the fullest extent permitted by law, the Consultant agrees to indemnify and hold harmless the City, and its elected and appointed officers and its employees, from and against all liability, claims, and demands, on account of any injury, loss, or damage, which arise out of or are connected with the services hereunder, if and to the extent such injury, loss, or damage is caused by the negligent act, omission, or other fault of the Consultant or any subcontractor of the Consultant, or any officer, employee, or agent of the Consultant or any subcontractor, or any other person for whom Consultant is responsible. The Consultant shall investigate, handle, respond to, and provide defense for and defend against any such liability, claims, and demands. The Consultant shall further bear all other costs and expenses incurred by the City or Consultant and related to any such liability, claims and demands, including but not limited to court costs, expert witness fees and attorneys' fees if the court determines that these incurred costs and expenses are related to such negligent acts, errors, and omissions or other fault of the Consultant. Notwithstanding the foregoing, Consultant's duty to defend, indemnify and hold harmless the City, and its elected and appointed officials and employees as set forth in this section shall only arise upon determination, by adjudication, alternative dispute resolution, or mutual agreement between Consultant and the City, of the Consultant's liability or fault. The City shall be entitled to its costs and attorneys' fees incurred in any action to enforce the provisions of this Section 8.0. The Consultant's indemnification obligation shall not be construed to extend to any injury, loss, or damage which is caused by the act, omission, or other fault of the City and is subject to the limitations in Colorado Revised Statutes Section 13-50.5-102.

9.0 QUALITY OF WORK

Consultant's professional services shall be in accordance with the prevailing standard of practice normally exercised in the performance of services of a similar nature in the Denver metropolitan area.

10.0 INDEPENDENT CONTRACTOR

It is the expressed intent of the parties that the Consultant is an independent contractor and not the agent, employee or servant of the City, and that:

10.1. Consultant shall satisfy all tax and other governmentally imposed responsibilities including but not limited to, payment of state, federal, and social security taxes, unemployment taxes, worker's compensation and self-employment taxes. No state, federal or local taxes of any kind shall be withheld or paid by the City.

10.2. **Consultant is not entitled to worker's compensation benefits except as may be provided by the Consultant nor to unemployment insurance benefits unless unemployment compensation coverage is provided by the Consultant or some entity other than the City.**

10.3. Consultant does not have the authority to act for the City, or to bind the City in any respect whatsoever, or to incur any debts or liabilities in the name of or on behalf of the City.

10.4. Consultant has and retains control of and supervision over the performance of Consultant's obligations hereunder and control over any persons employed by Consultant for performing the Services hereunder.

10.5. The City will not provide training or instruction to Consultant or any of its employees regarding the performance of the Services hereunder.

10.6. Neither the Consultant nor any of its officers or employees will receive benefits of any type from the City.

10.7. Consultant represents that it is engaged in providing similar services to other clients and/or the general public and is not required to work exclusively for the City.

10.8. All Services are to be performed solely at the risk of Consultant and Consultant shall take all precautions necessary for the proper and sole performance thereof.

10.9. Consultant will not combine its business operations in any way with the City's business operations and each party shall maintain their operations as separate and distinct.

11.0 ASSIGNMENT

Except as provided in section 22.0 hereof, Consultant shall not assign or delegate this Agreement or any portion thereof, or any monies due or to become due hereunder without the City's prior written consent.

12.0 DEFAULT

Each and every term and condition hereof shall be deemed to be a material element of this Agreement. In the event either party should fail or refuse to perform according to the terms of this Agreement, such party may be declared in default.

13.0 TERMINATION

13.1 This Agreement may be terminated by either party for material breach or default of this Agreement by the other party not caused by any action or omission of the other party by giving the other party written notice at least thirty (30) days in advance of the termination date. Termination pursuant to this subsection shall not prevent either party from exercising any other legal remedies which may be available to it.

13.2 In addition to the foregoing, this Agreement may be terminated by the City for its convenience and without cause of any nature by giving written notice at least fifteen (15) days in advance of the termination date. In the event of such termination, the Consultant will be paid for the reasonable value of the services rendered to the date of termination, not to exceed a pro-rated daily rate, for the services rendered to the date of termination, and upon such payment, all obligations of the City to the Consultant under this Agreement will cease. Termination pursuant to this subsection shall not prevent either party from exercising any other legal remedies which may be available to it.

14.0 INSPECTION AND AUDIT

The City and its duly authorized representatives shall have access to any books, documents, papers, and records of the Consultant that are related to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

15.0 DOCUMENTS

All computer input and output, analyses, plans, documents photographic images, tests, maps, surveys, electronic files and written material of any kind generated in the performance of this Agreement or developed for the City in performance of the Services are and shall remain the sole and exclusive property of the City, provided City has substantially performed its obligations, including prompt payment of all sums when due to Consultant, under this Agreement. All such materials shall be promptly provided to the City upon request therefor and at the time of termination of this Agreement, without further charge or expense to the City. Consultant shall not provide copies of any such material to any other party without the prior written consent of the City,

except when disclosure is compelled by law, court, regulatory agency or arbitrator's order, or other form of compulsory legal process. The Consultant does not want to be contractually prohibited from doing what it is legally compelled to do.

16.0 ENFORCEMENT

16.1 In the event that suit is brought upon this Agreement to enforce its terms, the prevailing party shall be entitled to its reasonable attorneys' fees and related court costs.

16.2 This Agreement shall be deemed entered into in Boulder County, Colorado, and shall be governed by and interpreted under the laws of the State of Colorado. Any action arising out of, in connection with, or relating to this Agreement shall be filed in the District Court of Boulder County of the State of Colorado, and in no other court. Consultant hereby waives its right to challenge the personal jurisdiction of the District Court of Boulder County of the State of Colorado over it.

17.0 COMPLIANCE WITH LAWS

17.1 Consultant shall be solely responsible for compliance with all applicable federal, state, and local laws, including the ordinances, resolutions, rules, and regulations of the City; for payment of all applicable taxes; and obtaining and keeping in force all applicable permits and approvals.

17.2 Consultant acknowledges that the City of Louisville Code of Ethics provides that independent contractors who perform official actions on behalf of the City which involve the use of discretionary authority shall not receive any gifts seeking to influence their official actions on behalf of the City, and that City officers and employees similarly shall not receive such gifts. Consultant agrees to abide by the gift restrictions of the City's Code of Ethics.

18.0 INTEGRATION AND AMENDMENT

This Agreement represents the entire Agreement between the parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the parties.

19.0 NOTICES

All notices required or permitted under this Agreement shall be in writing and shall be given by hand delivery, by United States first class mail, postage prepaid, registered or certified, return receipt requested, by national overnight carrier, or by facsimile transmission, addressed to the party for whom it is intended at the following address:

If to the City:

City of Louisville
Attn: Justin Ferron
749 Main Street
Louisville, Colorado 80027
Email: jferron@louisvilleco.gov
Telephone: (303) 335-4607
Cell: (951) 852-0344

If to the Consultant:

Eidos Architects
Attn: Lori Hanson
5400 Greenwood Plaza Boulevard
Greenwood Village, Colorado 80111
Email:
Telephone: (720) 200-0630

Any such notice or other communication shall be effective when received as indicated on the delivery receipt, if by hand delivery or overnight carrier; on the United States mail return receipt, if by United States mail; or on facsimile transmission receipt. Either party may by similar notice given, change the address to which future notices or other communications shall be sent.

20.0 EQUAL OPPORTUNITY EMPLOYER

20.1 Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability or national origin. Consultant will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, age, sex, disability, 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. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of the Equal Opportunity Laws.

20.2 Consultant shall be in compliance with the applicable provisions of the American with Disabilities Act of 1990 as enacted and from time to time amended and any other applicable federal, state, or local laws and regulations. A signed, written certificate stating compliance with the Americans with Disabilities Act may be requested at any time during the life of this Agreement or any renewal thereof.

21.0 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 City and Consultant, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party on such Agreement. It is the express intention of the parties that any person other than City or Consultant receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

22.0 SUBCONTRACTORS

Consultant may utilize subcontractors identified in its qualifications submittal to assist with non-specialized works as necessary to complete projects. Consultant will submit any proposed subcontractor and the description of its services to the City for approval. The City will not work directly with subcontractors.

23.0 AUTHORITY TO BIND

Each of the persons signing below on behalf of any party hereby represents and warrants that such person is signing with full and complete authority to bind the party on whose behalf of whom such person is signing, to each and every term of this Agreement.

In witness whereof, the parties have executed this Agreement to be effective on the date first above written.

CITY OF LOUISVILLE,
a Colorado Municipal Corporation

By:_____
Samma Fox, Interim City Manager

Attest:_____
Genny Kline, Interim City Clerk

CONSULTANT:
_____

By:_____
Title:_____

Exhibit A – Scope of Services

PHASE ONE:
Program Verification

We will kick off the project by meeting with your leadership and staff. We have reviewed the previous concept studies and want to use that as a launching point to start formal development of your goals and space needs into a more formal design. We will want to hear from you about what has changed, what might be missing, and plan for additional information needed to have a successful project.

Major Tasks

- Evaluate existing background information, verify final programming and set project goals
- Review budget, establish schedule and project phasing
- Develop final concept plan maximizing feasibility and long-term needs

Schematic Design (30%)

During Schematic Design we formalize the concept plans into the beginnings of the final building layout and refine the aesthetics of the exterior and interior spaces. Site information will be critical at this stage to understand the parameters of the available limited site area. Working with Kimley Horn on our team as civil engineer will be a great advantage due to their current involvement with the solids handling and residuals project at the WTP.

Major Tasks

- Concept design workshops
- Review and expand available site data, code and development requirements
- Discuss options for Mechanical and Electrical systems for the building
- Discuss sustainability options and set goals
- Deliverables: Final Concept Plan and 3D Exterior Model

EXHIBIT B

Not to exceed $42,885 as outlined below:

Proposed Fees

Task Description	Project Manager	BIM Manager	Design Associate	Admin
Phase One - Schematic Design				
Kick Off Meeting	3 hours	3 hours	-	4 hours
Programming Sessions (2)	8 hours	8 hours	4 hours	4 hours
Site Visits and Field Work	8 hours	8 hours	8 hours	2 hours
Background Drawing Prep	4 hours	24 hours	24 hours	-
Gather Site Information Research	16 hours	8 hours	4 hours	2 hours
SD Design Submittal				
Site Plan	8 hours	16 hours	8 hours	-
Floor Plans	16 hours	24 hours	16 hours	-
Exterior Elevations	16 hours	24 hours	16 hours	-
SD Design Workshops (2)	8 hours	8 hours	-	2 hours
CMAR Selection Coordination	8 hours	4 hours	-	2 hours
Subtotal Hours	95 hours	127 hours	80 hours	16 hours
Hourly Rate	$190/hour	$125/hour	$95/hour	$85/hour
Subtotal Cost	$18,050	$15,875	$7,600	$1,360
Subtotal				**$42,885**

City of Louisville
COLORADO • SINCE 1878

CITY COUNCIL COMMUNICATION
AGENDA ITEM 5J

SUBJECT: **APPROVAL OF FIRST AMENDMENT TO EMPLOYMENT AGREEMENT FOR INTERIM CITY MANAGER**

DATE: **SEPTEMBER 17, 2024**

PRESENTED BY: **KATHLEEN KELLY, CITY ATTORNEY**

SUMMARY:
On July 16, 2024, the City Council appointed Samma Fox as Interim City Manager, subject to execution of an employment agreement. The employment agreement with Ms. Fox was approved by the City Council on July 30th and executed by the City and Ms. Fox.

Following execution of the Agreement, the City's Human Resources Department advised that the Extended Illness Bank ("EIB") accrual set forth in the Agreement did not reflect an increase in this accrual that had been made for all full-time City employees but not yet incorporated into the City's Personnel Guidelines.

Approval of this First Amendment to Employment Agreement for Interim City Manager will allow Ms. Fox to continue at the higher rate she had been receiving as Deputy City Manager, and at the same rate as all other full-time City employees.

RECOMMENDATION:
City Council to approve the First Amendment to Employment Agreement for Interim City Manager.

ATTACHMENT(S):
1. First Amendment to Employment Agreement for Interim City Manager
2. Employment Agreement for Interim City Manager

STRATEGIC PLAN IMPACT:

☐	**Financial Stewardship & Asset Management**	☒	**Reliable Core Services**
☐	**Vibrant Economic Climate**	☐	**Quality Programs & Amenities**
☐	**Engaged Community**	☐	**Healthy Workforce**
☐	**Supportive Technology**	☐	**Collaborative Regional Partner**

FIRST AMENDMENT TO
EMPLOYMENT AGREEMENT FOR INTERIM CITY MANAGER

THIS FIRST AMENDMENT TO EMPLOYMENT AGREEMENT FOR INTERIM CITY MANAGER ("Agreement") is made effective as of the 17TH day of September, 2024, by and between the City of Louisville, a Colorado home rule municipal corporation, hereinafter known as "CITY", and Samma L. Fox, hereinafter known as "INTERIM CITY MANAGER" or "FOX."

WHEREAS, on July 16, 2024, the City Council appointed Samma L. Fox to serve as Interim City Manager and on July 30, 2024, the City Council approved an Employment Agreement for Interim City Manager with Ms. Fox, which Agreement was made effective as of July 16, the date of her appointment; and

WHEREAS, Section 7 of the Agreement provides Ms. Fox will receive 4.0 hours of Extended Illness Bank ("EIB") leave for each 80 hours worked during the term of the Agreement, to be used in accordance with the City's Personnel Guidelines; and

WHEREAS, accrual of EIB was increased for all City employees to 8.0 hours per pay period, and although such increase has not yet been incorporated into the City's Personnel Guidelines, all full-time City employees have been accruing 8.0 hours of EIB per pay period, including Ms. Fox prior to her appointment as Interim City Manager; and

WHEREAS, the City and Ms. Fox desire to amend the Agreement so that Ms. Fox will continue to accrue EIB at the same rate as she had been accruing as Deputy City Manager, which is the same rate of accrual for all full-time City employees.

NOW THEREFORE, in consideration of the following mutual covenants and conditions the parties agree as follows:

Section 1. Section 7 of the Employment Agreement for Interim City Manager between the City of Louisville and Samma L. Fox is hereby amended to read as follows (words to be deleted ~~stricken~~; words to be added underlined):

7. Paid Illness Leave and Leave Time. The Interim City Manager shall receive ~~4.0~~ 8.0 hours of Extended Illness Bank ("EIB") leave ~~for each 80 hours worked~~ each pay period, to be used in accordance with the City's Personnel Guidelines. ~~Illness~~

~~leave time shall be accrued on a biweekly basis, coincidental with established pay dates.~~ The Interim City Manager may accrue up to a maximum of 480 hours of ~~illness leave time~~ EIB. Upon termination of her employment with the City, the Interim City Manager shall not be paid for any accrued, unused ~~illness leave time~~ EIB.

The Interim City Manager shall also receive paid leave time. Paid leave time ("PLB"), which consists of vacation, holiday, and personal leave, shall be accrued on a biweekly basis, coincidental with established pay dates, at a rate of 12.32 hours per pay period. The Interim City Manager may accrue up to a maximum of 480 hours of paid leave time ("Maximum Leave Time"); if the Interim City Manager's accrued but unused leave time reaches the Maximum Leave Time, leave time will cease to accrue until such time as the Interim City Manager uses enough leave time to reduce her remaining accrued but unused leave time below the Maximum Leave Time. Upon termination of her employment with the City, the Interim City Manager shall be paid for all accrued, unused paid leave time.

Section 2. The amendment to the EIB accrual set forth in Section 1 of this First Amendment shall be applied retroactively to July 16, 2024.

IN WITNESS WHEREOF, the parties have executed this First Amendment to Employment Agreement for Interim City Manager on the dates set forth adjacent to their respective signatures, intending the same to be effective as of the 17th day of September, 2024; the parties agree that electronic signatures are sufficient and binding for this Agreement.

CITY OF LOUISVILLE

By: _____
Christopher M. Leh, Mayor

Date: _____

ATTEST:

_____
Meredyth Muth, City Clerk

INTERIM CITY MANAGER

_____
Samma L. Fox

Date: _____

EMPLOYMENT AGREEMENT FOR INTERIM CITY MANAGER

THIS EMPLOYMENT AGREEMENT FOR INTERIM CITY MANAGER ("Agreement") is made effective as of the 16th day of July, 2024, by and between the City of Louisville, a Colorado home rule municipal corporation, hereinafter known as "CITY", and Samma L. Fox, hereinafter known as "INTERIM CITY MANAGER" or "FOX."

WHEREAS, the City desires to employ the services of Samma L. Fox as Interim City Manager of the City of Louisville, Colorado; and

WHEREAS, Fox is currently employed by the City as Deputy City Manager; and

WHEREAS, the City and Fox desire to set forth certain specifics concerning her employment by the City as Interim City Manager, and to establish conditions of employment related thereto; and

WHEREAS, Fox desires to accept employment as Interim City Manager of the City of Louisville under the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the following mutual covenants and conditions the parties agree as follows:

1. Duties; Residency. The City agrees to employ Samma L. Fox as Interim City Manager to perform the functions and duties of City Manager specified by Colorado State Statutes, Article 8 of the Louisville Home Rule Charter and Section 2.04.030 of the Louisville Municipal Code, and any other applicable laws, ordinances, or regulations of the City of Louisville. The Interim City Manager is not currently a Louisville resident and will not be required to reside in the City of Louisville throughout the Interim City Manager's appointment. The Interim City Manager agrees to perform any legally permissible and proper duties and functions as the City Council of the City shall from time-to-time assign to her as Interim City Manager. The Interim City Manager acknowledges this is an in-person role, with remote work typically to be performed outside of normal working hours (Monday-Friday, from 8:00 am to 5:00 pm).

2. Term. The Interim City Manager is an employee at will. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City Council of the City to terminate the services of the Interim City Manager at any time, subject to the provisions set forth in Section 4 herein. Nothing

in the Agreement shall prevent, limit or otherwise interfere with the right of the Interim City Manager to resign at any time from her position upon thirty (30) days prior written notice, unless the City designates a shorter period, subject only to the provisions as set forth in Section 4 herein. Fox's first day of employment as Interim City Manager was July 16, 2024. The term of this Agreement shall begin on the effective date and shall terminate no later than midnight, February 28, 2025 ("Expiration Date"); provided, however, that this Agreement may be terminated prior to said Expiration Date in accordance with this Agreement, and provided further the Interim City Manager agrees the City Council may extend this Agreement for not more than three (3) thirty-day (30-day) periods under the same terms and conditions by providing written notice of the same to the Interim City Manager ("Extended Expiration Date"). Under no circumstances shall this Agreement be effective after the Extended Expiration Date unless the parties agree in writing to extend this Agreement under terms and conditions mutually satisfactory to the parties.

3. Compensation. The City agrees to pay to Fox for her services as Interim City Manager rendered pursuant hereto an annual base salary of $218,163.00, commencing with the first pay period starting after July 16, 2024 and payable in biweekly installments at the same time as other employees of the City are paid. In lieu of compensation for "Temporary, Acting or Interim (TAI) Assignments" in the City's Personnel Guidelines, the City further agrees to pay to Fox a bonus in the amount of $2,000.00 for the time she served as the Acting City Manager, with such bonus to be paid in a lump sum in the next pay period following execution of this Fourth Amended Employment Agreement.

The position of Interim City Manager is an exempt position under the provision of the Fair Labor Standards Act. As such, the Interim City Manager shall not be bound by the record keeping or overtime provisions of the Act, and shall not earn overtime pay.

4. Termination & Position Restoration. Fox's employment as Interim City Manager may be terminated by the City Council at any time, with or without cause. In the event of her termination as Interim City Manager by the City Council for any reason, except as expressly provided below, Fox shall be restored to her former position as Deputy City Manager, at which point she will become subject to the provisions contained in the City's Personnel Guidelines, and with all benefits existing thereunder as of the date of termination of this Agreement, including any accrued retirement and leave.

Additionally, City Council may select a candidate to fill the position of City Manager at any time during the course of Fox's employment, at which time she shall be restored to her former position as Deputy City Manager, and will become subject to the provisions of the City's Personnel Guidelines and with all benefits existing thereunder as of the date of termination of this Agreement, including any accrued retirement and leave. In the case of restoration to her former position under either of the foregoing sentences, Fox's compensation shall be adjusted to her Deputy City Manager salary as of the date of this contract plus a 5% increase and benefits, including any accrued retirement and leave, as in effect at the date of termination of this agreement, and with retirement and leave balances adjusted to reflect time accrued and used while serving as Interim City Manager. If Fox is terminated from the Interim City Manager position prior to a City Manager being hired, is terminated rather than being restored to the Deputy City Manager position, or is terminated within six months of being restored to the Deputy City Manager position, the City shall pay Fox six months' salary at the rate of Fox's Deputy City Manager salary then in effect upon Fox's execution of a release of claims against the City in a form to be approved by the City Council. Notwithstanding any of the foregoing provisions of this Section 4 to the contrary, it is understood that in the event the Interim City Manager is terminated because of her conviction of any illegal act involving personal gain to the Interim City Manager, or because of her conviction of any felonious act or due to any act of moral turpitude, or because of insubordination, nonfeasance, or malfeasance in the performance of duties, the Interim City Manager shall have no right to be restored to her former position as Deputy City Manager.

5. Performance Evaluation. The City Council shall set performance goals for Interim City Manager within 45 days after mutual execution of this Agreement, reduced to writing. The City Council shall review and evaluate the performance of the Interim City Manager on a periodic basis, with prior notification of any review to be provided to the Interim City Manager.

6. Automobile. The City shall provide the Interim City Manager with an automobile allowance of $500.00 per month, commencing with the first pay period starting after July 16, 2024, and payable via payroll check on the first pay date of each month. The Interim City Manager shall then provide her own transportation as necessary in the performance of her duties. The Interim City Manager shall maintain all liability insurance as required by the State of Colorado.

7. Paid Illness Leave and Leave Time. The Interim City Manager shall receive 4.0 hours of Extended Illness Bank ("EIB") leave for each 80 hours worked, to be used in accordance with the City's Personnel Guidelines. Illness leave time shall be accrued on a biweekly basis, coincidental with established pay dates. The Interim City Manager may accrue up to a maximum of 480 hours of illness leave time. Upon termination of her employment with the City, the Interim City Manager shall not be paid for any accrued, unused illness leave time.

   The Interim City Manager shall also receive paid leave time. Paid leave time ("PLB"), which consists of vacation, holiday, and personal leave, shall be accrued on a biweekly basis, coincidental with established pay dates, at a rate of 12.32 hours per pay period. The Interim City Manager may accrue up to a maximum of 480 hours of paid leave time ("Maximum Leave Time"); if the Interim City Manager's accrued but unused leave time reaches the Maximum Leave Time, leave time will cease to accrue until such time as the Interim City Manager uses enough leave time to reduce her remaining accrued but unused leave time below the Maximum Leave Time. Upon termination of her employment with the City, the Interim City Manager shall be paid for all accrued, unused paid leave time.

8. Insurance. The Interim City Manager shall be entitled to receive the same health, dental, disability, life, liability, and other insurance coverage as set forth under the terms of the group insurance coverages provided by the City to all employees. The Interim City Manager must meet all of the terms and conditions required by the individual carriers in order to receive said coverages.

9. Retirement. The City agrees to pay an amount equal to six and one-half percent (6.5%) of the Interim City Manager's base salary into the International City Management Association Retirement Corporation's (ICMA-RC) 401-A Money Purchase Plan, which is the current uniform percentage rate paid for all employees participating in the plan. The Interim City Manager shall contribute at a rate in accordance with the City's personnel policies. Each payment shall be made on a biweekly basis according to the City's payroll schedule, with the City contribution being 6.5% of the base salary paid for such payroll period. In the event the City Council approves any change in the uniform percentage rate paid for all employees participating in the plan, the above-stated 6.5% rate shall automatically adjust to the new rate, effective as of the effective date of the change. All of the City's contribution will vest to the Interim City Manager from her date of employment.

10. Deferred Compensation. The City agrees to pay an amount equal to five percent (5%) of the Interim City Manager's base salary into the International City Management Association Retirement Corporation's (ICMA-RC) Section 457 Deferred Compensation Plan, subject to contribution limits under federal law. Each payment shall be made on a biweekly basis according to the City's payroll schedule, with the City contribution being 5% of the base salary paid for such payroll period. All of the City's contribution will be vested to the Interim City Manager from her date of employment.

11. Other Terms and Conditions of Employment. The City Council shall fix such other terms and conditions of employment, as it may determine from time to time, relating to the performance of the Interim City Manager, provided such terms and conditions are not inconsistent with the provisions of this Agreement, federal and Colorado law, or the Louisville Home Rule Charter or Municipal Code.

It is understood that the Interim City Manager is not to be treated as an employee under the provisions contained in the City's Personnel Guidelines. It is further understood that the rights and obligations contained in said Guidelines are not binding upon the City with respect to the employment of the Interim City Manager except as expressly enumerated in this Agreement.

12. Dues and Subscriptions. The City agrees to budget and pay for reasonable professional dues and subscriptions of the Interim City Manager necessary for her participation in national, regional, state, and local associations and organizations necessary and desirable for her continued professional participation, growth, and advancement, and which are for the good of the City. The City also agrees to budget and pay for necessary travel expenses for the Interim City Manager to adequately pursue official and other functions for the City. By way of example, such functions include, but are not limited to, meetings and conferences of the International City Management Association and the Colorado Municipal League.

13. Reimbursement of General Expenses. The City recognizes that certain expenses of a non-personal and job-related nature will be incurred by the Interim City Manager, and hereby agrees to reimburse reasonable general expenses.

14. Outside Activities. The Interim City Manager shall not spend any time in remunerated business outside of this Agreement, nor shall she spend more

than ten hours per week in non-remunerated non-City connected business, without the prior approval of the City Council. No such outside activities shall be contrary to the interests of the City.

15. Funding. Notwithstanding any other provisions contained herein, this Agreement is subject to an annual appropriation by the City Council of sufficient funds to pay the full amount due, or which may be due hereunder for the following year. A failure to appropriate such funds shall constitute a termination pursuant to Section 4 of this Agreement.

16. Constitutionality. The parties hereto do not extend this Agreement to be a multiple fiscal year financial obligation within the meaning of Article X, Section 20 of the Colorado Constitution, and this Agreement shall be interpreted so as to avoid any such meaning.

This Agreement is held to be the entire Agreement of the parties thereto. In addition, this Agreement shall be binding upon and inure to the benefit of the heirs, representatives, and assigns of the Interim City Manager.

If any provision or portion of this Agreement is held to be unconstitutional, invalid, or unenforceable, the remainder of this Agreement shall be deemed severable and shall remain in full force and effect.

17. Indemnification. The Interim City Manager shall be defended and indemnified in her actions undertaken in her official capacity pursuant to all insurance coverages maintained by the City and pursuant to the terms of the Colorado Governmental Immunity Act ("CGIA"), C.R.S. § 24-10-101, *et seq.*); provided, however, the Interim City Manager shall not be indemnified for any act or omission that is willful or wanton as those terms are defined in the CGIA.

This Section survives the termination of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth adjacent to their respective signatures, intending the same to be effective as of the 16th day of July, 2024; the parties agree that electronic signatures are sufficient and binding for this Agreement.

[Signatures on Following Page]

CITY OF LOUISVILLE

By: _____
Christopher M. Leh, Mayor

Date: July 30, 2024

ATTEST:

_____
Meredyth Muth, City Clerk

INTERIM CITY MANAGER

_____
Samma L. Fox

Date: July 30, 2024

SUBJECT: **APPROVAL OF CONTRACT FOR CITY MANAGER RECRUITMENT SERVICES**

DATE: **SEPTEMBER 17, 2024**

PRESENTED BY: **MAYOR PRO TEM CALEB DICKINSON**
COUNCILMEMBER BARBARA HAMLINGTON
INTERIM CITY MANAGER SAMMA FOX
INTERIM DEPUTY CITY MANAGER MEREDYTH MUTH
INTERIM HR DIRECTION ROBIN BROOKHART

SUMMARY:
On August 6, the City Council authorized city staff to execute a Request For Proposal (RFP) to provide City Manager Recruitment Services to the City of Louisville. On August 8, the RFP was sent to various identified Executive Search Firms, was posted on the City's website, and was posted to BidNet.

The City received 17 proposals from the following Executive Search Firms:

- Baker Tilly
- Bob Murray & Associates
- Colin Baenzinger & Associates
- Comcentric
- CPS Consulting
- Government Professional Solutions
- Hire Love
- Integrated People Solutions
- Matchstick
- MGT Impact Solutions
- Mosaic Public Partners
- Prothman Company
- Raftelis
- Strategic Government Solutions
- Slavin Management Consultants
- Synergized HR
- Twice as Nice

Mayor Pro Tem Dickinson, Councilmember Hamlington, Interim Human Resources Director Robin Brookhart, Interim Deputy City Manager Meredyth Muth, and Interim City Manager Samma Fox (Working Group) reviewed and discussed the proposals. Among the factors the group considered were:

- Team Qualifications
- Costs
- Guarantees
- Experience and familiarity with cities of comparable size and Colorado
- Ability to attract a diverse pool of candidates
- Focus on EDI
- Interview Support
- Process for Understanding Louisville's Specific Needs

Each firm charges fees in a slightly different fashion but in the end, the overall total costs (without additional work outside the scope of the project) vary from a low of $16,000 to a high of $62,000. Cost was a consideration in the decision but was not the deciding factor in making a recommendation. Candidate guarantees are also common in the industry with most firms guaranteeing to repeat the recruitment should a candidate not stay in the position for a designated length of time which ranges from one to two years.

Four of the firms, Bob Murray, Colin Baenzinger, MGT, and Mosaic, were selected to move forward in the process and were contacted for virtual interviews. The interviews gave each firm time to present about their processes and highlight any unique options they use during a recruitment process. Each firm was also asked questions about their processes and experience.

Based on the proposals and interviews, the Working Group recommends the Council approve a contract with Bob Murray and Associates for City Manager Recruitment services.

FISCAL IMPACT:
The base cost for the project is $34,000. Additional costs could be incurred if the City chooses to have the consultant make additional trips to Louisville or complete additional services.

The City will also need to budget for finalists to travel to Louisville for the interview process. Costs will depend on how many finalists are out-of-state and the distance they need to travel.

As this was not an expense included in the 2024 budget, a budget amendment will be required.

RECOMMENDATION:
Approve the contract to hire Bob Murray & Associates as the Executive Search Firm to conduct the search for the City Manager and allow the City Manager and City Attorney to approve any non-substantive changes needed prior to execution of the document.

ATTACHMENT(S):

1. Agreement
2. Bob Murray & Associates Proposal

STRATEGIC PLAN IMPACT:

☐	**Financial Stewardship & Asset Management**	☒	**Reliable Core Services**
☐	**Vibrant Economic Climate**	☐	**Quality Programs & Amenities**
☐	**Engaged Community**	☐	**Healthy Workforce**
☐	**Supportive Technology**	☐	**Collaborative Regional Partner**

AN AGREEMENT BY AND BETWEEN THE CITY OF LOUISVILLE AND _____ FOR CONSULTING SERVICES

1.0 PARTIES

This AGREEMENT FOR CONSULTING SERVICES (this "Agreement") is made and entered into this ____ day of _____, 20___ (the "Effective Date"), by and between the **City of Louisville**, a Colorado home rule municipal corporation, hereinafter referred to as the "City", and _____ [Name of Contractor], a _____ [State of Formation and Type of Entity] hereinafter referred to as the "Consultant".

2.0 RECITALS AND PURPOSE

2.1 The City desires to engage the Consultant for the purpose of providing _____ services as further set forth in the Consultant's Scope of Services (which services are hereinafter referred to as the "Services").

2.2 The Consultant represents that it has the special expertise, qualifications and background necessary to complete the Services.

3.0 SCOPE OF SERVICES

The Consultant agrees to provide the City with the specific Services and to perform the specific tasks, duties and responsibilities set forth in Scope of Services attached hereto as Exhibit "A" and incorporated herein by reference.

4.0 COMPENSATION

4.1 The City shall pay the Consultant for services under this agreement a total not to exceed the amounts set forth in Exhibit "B" attached hereto and incorporated herein by this reference. [Further revise as needed to reflect whether contract is hourly of flat amount]. The City shall not pay mileage and other reimbursable expenses (such as meals, parking, travel expenses, necessary memberships, etc.), unless such expenses are (1) clearly set forth in the Scope of Services, and (2) necessary for performance of the Services ("Pre-Approved Expenses"). The foregoing amounts of compensation shall be inclusive of all costs of whatsoever nature associated with the Consultant's efforts, including but not limited to salaries, benefits, overhead, administration, profits, expenses, and outside consultant fees. The Scope of Services and payment therefor shall only be changed by a properly authorized amendment to this Agreement. No City employee has the authority to bind the City with regard to any payment for any services which exceeds the amount payable under the terms of this Agreement.

4.2 The Consultant shall submit monthly an invoice to the City for Services rendered and a detailed expense report for Pre-Approved Expenses incurred during the previous month. The invoice shall document the Services provided during the preceding month, identifying by work category and subcategory the work and tasks performed and such other information as may be required by the City. The Consultant shall provide such additional backup documentation as may be required by the City. The City shall pay the invoice within thirty (30) days of receipt unless the Services or the documentation therefor are unsatisfactory. Payments made after thirty (30) days may be assessed an interest charge of one percent (1%) per month unless the delay in payment resulted from unsatisfactory work or documentation therefor.

5.0 PROJECT REPRESENTATION

5.1 The City designates _____ as the responsible City staff to provide direction to the Consultant during the conduct of the Services. The Consultant shall comply with the directions given by _____ and such person's designees.

5.2 The Consultant designates _____ as its project manager and as the principal in charge who shall be providing the Services under this Agreement. [The Services shall not be provided by persons other than _____.] [or] [Should any of the representatives be replaced, particularly _____, and such replacement require the City or the Consultant to undertake additional reevaluations, coordination, orientations, etc., the Consultant shall be fully responsible for all such additional costs and services.]

6.0 TERM

6.1 The term of this Agreement shall be from the Effective Date to _____, 20___, unless sooner terminated pursuant to Section 13, below. The Consultant's Services under this Agreement shall commence on [(the Effective Date) or (on another date desired by the City, after the Effective Date)] and Consultant shall proceed with diligence and promptness so that the Services are completed in a timely fashion consistent with the City's requirements.

6.2 Nothing in this Agreement is intended or shall be deemed or construed as creating any multiple-fiscal year direct or indirect debt or financial obligation on the part of the City within the meaning of Colorado Constitution Article X, Section 20 or any other constitutional or statutory provision. All financial obligations of the City under this Agreement are subject to annual budgeting and appropriation by the Louisville City Council, in its sole discretion. Notwithstanding anything in this Agreement to the contrary, in the event of non-appropriation, this Agreement shall terminate effective December 31 of the then-current fiscal year.

7.0 INSURANCE

7.1 The Consultant agrees to procure and maintain, at its own cost, the policies of insurance set forth in Subsections 7.1.1 through 7.1.4. The Consultant shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Agreement by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types. The coverages required below shall be procured and maintained with forms and insurers acceptable to the City. All coverages shall be continuously maintained from the date of commencement of services hereunder. The required coverages are:

7.1.1 Workers' Compensation insurance as required by the Labor Code of the State of Colorado and Employers Liability Insurance. Evidence of qualified self-insured status may be substituted.

7.1.2 General Liability insurance with minimum combined single limits of ONE MILLION DOLLARS ($1,000,000) each occurrence and TWO MILLION DOLLARS ($2,000,000) aggregate. The policy shall include the City of Louisville, its officers and its employees, as additional insureds, with primary coverage as respects the City of Louisville, its officers and its employees, and shall contain a severability of interests provision.

7.1.3 Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than FOUR HUNDRED THOUSAND DOLLARS ($400,000) per person in any one occurrence and ONE MILLION DOLLARS ($1,000,000) for two or more persons in any one occurrence, and auto property damage insurance of at least FIFTY THOUSAND DOLLARS ($50,000) per occurrence, with respect to each of Consultant's owned, hired or non-owned vehicles assigned to or used in performance of the services. The policy shall contain a severability of interests provision. If the Consultant has no owned automobiles, the requirements of this paragraph shall be met by each employee of the Consultant providing services to the City of Louisville under this Agreement.

7.1.4 Professional Liability coverage with minimum combined single limits of ONE MILLION DOLLARS ($1,000,000) each occurrence and ONE MILLION DOLLARS ($1,000,000) aggregate.

7.2 The Consultant's general liability insurance, automobile liability and physical damage insurance, and professional liability insurance shall be endorsed to include the City, and its elected and appointed officers and employees, as additional insureds, unless the City in its sole discretion waives such requirement. Every policy required above shall be primary insurance, and any insurance carried by the City, its officers, or its employees, shall be excess and not contributory

insurance to that provided by the Consultant. Such policies shall contain a severability of interests provision. The Consultant shall be solely responsible for any deductible losses under each of the policies required above.

7.3 Certificates of insurance shall be provided by the Consultant as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be subject to review and approval by the City. No required coverage shall be cancelled, terminated or materially changed until at least 30 days' prior written notice has been given to the City. The City reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

7.4 Failure on the part of the Consultant to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of contract upon which the City may immediately terminate this Agreement, or at its discretion may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the City shall be repaid by Consultant to the City upon demand, or the City may offset the cost of the premiums against any monies due to Consultant from the City.

7.5 The parties understand and agree that the City is relying on, and does not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, § 24-10-101 et seq., C.R.S., as from time to time amended, or otherwise available to the City, its officers, or its employees.

8.0 INDEMNIFICATION

To the fullest extent permitted by law, the Consultant agrees to indemnify and hold harmless the City, and its elected and appointed officers and its employees, from and against all liability, claims, and demands, on account of any injury, loss, or damage, which arise out of or are connected with the services hereunder, if and to the extent such injury, loss, or damage is caused by the negligent act, omission, or other fault of the Consultant or any subcontractor of the Consultant, or any officer, employee, or agent of the Consultant or any subcontractor, or any other person for whom Consultant is responsible. The Consultant shall investigate, handle, respond to, and provide defense for and defend against any such liability, claims, and demands. The Consultant shall further bear all other costs and expenses incurred by the City or Consultant and related to any such liability, claims and demands, including but not limited to court costs, expert witness fees and attorneys' fees if the court determines that these incurred costs and expenses are related to such negligent acts, errors, and omissions or other fault of the Consultant. The City shall be entitled to its costs and attorneys' fees incurred in any action to enforce the provisions of this Section 8.0. The Consultant's indemnification obligation shall not be

construed to extend to any injury, loss, or damage which is caused by the act, omission, or other fault of the City.

9.0 QUALITY OF WORK

Consultant's professional services shall be in accordance with the prevailing standard of practice normally exercised in the performance of services of a similar nature in the Denver metropolitan area.

10.0 INDEPENDENT CONTRACTOR

It is the expressed intent of the parties that the Consultant is an independent contractor and not the agent, employee or servant of the City, and that:

10.1. Consultant shall satisfy all tax and other governmentally imposed responsibilities including but not limited to, payment of state, federal, and social security taxes, unemployment taxes, worker's compensation and self-employment taxes. No state, federal or local taxes of any kind shall be withheld or paid by the City.

10.2. **Consultant is not entitled to worker's compensation benefits except as may be provided by the Consultant nor to unemployment insurance benefits unless unemployment compensation coverage is provided by the Consultant or some entity other than the City.**

10.3. Consultant does not have the authority to act for the City, or to bind the City in any respect whatsoever, or to incur any debts or liabilities in the name of or on behalf of the City.

10.4. Consultant has and retains control of and supervision over the performance of Consultant's obligations hereunder and control over any persons employed by Consultant for performing the Services hereunder.

10.5. The City will not provide training or instruction to Consultant or any of its employees regarding the performance of the Services hereunder.

10.6. Neither the Consultant nor any of its officers or employees will receive benefits of any type from the City.

10.7. Consultant represents that it is engaged in providing similar services to other clients and/or the general public and is not required to work exclusively for the City.

10.8. All Services are to be performed solely at the risk of Consultant and Consultant shall take all precautions necessary for the proper and sole performance thereof.

10.9. Consultant will not combine its business operations in any way with the City's business operations and each party shall maintain their operations as separate and distinct.

11.0 ASSIGNMENT

Except as provided in section 22.0 hereof, Consultant shall not assign or delegate this Agreement or any portion thereof, or any monies due or to become due hereunder without the City's prior written consent.

12.0 DEFAULT

Each and every term and condition hereof shall be deemed to be a material element of this Agreement. In the event either party should fail or refuse to perform according to the terms of this Agreement, such party may be declared in default.

13.0 TERMINATION

13.1 This Agreement may be terminated by either party for material breach or default of this Agreement by the other party not caused by any action or omission of the other party by giving the other party written notice at least thirty (30) days in advance of the termination date. Termination pursuant to this subsection shall not prevent either party from exercising any other legal remedies which may be available to it.

13.2 In addition to the foregoing, this Agreement may be terminated by the City for its convenience and without cause of any nature by giving written notice at least fifteen (15) days in advance of the termination date. In the event of such termination, the Consultant will be paid for the reasonable value of the services rendered to the date of termination, not to exceed a pro-rated daily rate, for the services rendered to the date of termination, and upon such payment, all obligations of the City to the Consultant under this Agreement will cease. Termination pursuant to this subsection shall not prevent either party from exercising any other legal remedies which may be available to it.

14.0 INSPECTION AND AUDIT

The City and its duly authorized representatives shall have access to any books, documents, papers, and records of the Consultant that are related to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

15.0 DOCUMENTS

All computer input and output, analyses, plans, documents photographic images, tests, maps, surveys, electronic files and written material of any kind generated in the

performance of this Agreement or developed for the City in performance of the Services are and shall remain the sole and exclusive property of the City. All such materials shall be promptly provided to the City upon request therefor and at the time of termination of this Agreement, without further charge or expense to the City. Consultant shall not provide copies of any such material to any other party without the prior written consent of the City.

16.0 ENFORCEMENT

16.1 In the event that suit is brought upon this Agreement to enforce its terms, the prevailing party shall be entitled to its reasonable attorneys' fees and related court costs.

16.2 This Agreement shall be deemed entered into in Boulder County, Colorado, and shall be governed by and interpreted under the laws of the State of Colorado. Any action arising out of, in connection with, or relating to this Agreement shall be filed in the District Court of Boulder County of the State of Colorado, and in no other court. Consultant hereby waives its right to challenge the personal jurisdiction of the District Court of Boulder County of the State of Colorado over it.

17.0 COMPLIANCE WITH LAWS

17.1 Consultant shall be solely responsible for compliance with all applicable federal, state, and local laws, including the ordinances, resolutions, rules, and regulations of the City; for payment of all applicable taxes; and obtaining and keeping in force all applicable permits and approvals.

17.2 Consultant acknowledges that the City of Louisville Code of Ethics provides that independent contractors who perform official actions on behalf of the City which involve the use of discretionary authority shall not receive any gifts seeking to influence their official actions on behalf of the City, and that City officers and employees similarly shall not receive such gifts. Consultant agrees to abide by the gift restrictions of the City's Code of Ethics.

18.0 INTEGRATION AND AMENDMENT

This Agreement represents the entire Agreement between the parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the parties.

19.0 NOTICES

All notices required or permitted under this Agreement shall be in writing and shall be given by hand delivery, by United States first class mail, postage prepaid, registered or certified, return receipt requested, by national overnight carrier, or by facsimile transmission, addressed to the party for whom it is intended at the following address:

If to the City:

City of Louisville
Attn: City Manager
749 Main Street
Louisville, Colorado 80027
Telephone: (303) 335-4533
Fax: (303) 335-4550

If to the Consultant:

_____
_____
_____
_____

Any such notice or other communication shall be effective when received as indicated on the delivery receipt, if by hand delivery or overnight carrier; on the United States mail return receipt, if by United States mail; or on facsimile transmission receipt. Either party may by similar notice given, change the address to which future notices or other communications shall be sent.

20.0 EQUAL OPPORTUNITY EMPLOYER

20.1 Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability or national origin. Consultant will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, age, sex, disability, 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. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of the Equal Opportunity Laws.

20.2 Consultant shall be in compliance with the applicable provisions of the American with Disabilities Act of 1990 as enacted and from time to time amended and any other applicable federal, state, or local laws and regulations. A signed, written certificate stating compliance with the Americans with Disabilities Act may be requested at any time during the life of this Agreement or any renewal thereof.

21.0 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 City and Consultant, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party on such Agreement. It is the express intention of the parties that any person other than City or Consultant receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

22.0 SUBCONTRACTORS

Consultant may utilize subcontractors identified in its qualifications submittal to assist with non-specialized works as necessary to complete projects. Consultant will submit any proposed subcontractor and the description of its services to the City for approval. The City will not work directly with subcontractors.

23.0 AUTHORITY TO BIND

Each of the persons signing below on behalf of any party hereby represents and warrants that such person is signing with full and complete authority to bind the party on whose behalf of whom such person is signing, to each and every term of this Agreement.

In witness whereof, the parties have executed this Agreement to be effective on the date first above written.

CITY OF LOUISVILLE,
a Colorado Municipal Corporation

By:_____
Christopher M. Leh, Mayor

Attest:_____
Meredyth Muth, City Clerk

CONSULTANT:
_____

By:_____
Title:_____

Exhibit A – Scope of Services

[Insert Scope of Service(s)]

EXHIBIT B

{Insert Consultant Service Pricing}

BOB MURRAY & ASSOCIATES

Experts In Executive Search

A Proposal to Conduct an Executive Recruitment

for the Position of

CITY MANAGER

on behalf of the

City of Louisville

1544 Eureka Road, Suite 280
Roseville, CA 95661
(916) 784-9080
(916) 784-1985 fax

August 15, 2024

Mayor Chris Leh &
Members of the City Council
City of Louisville
749 Main Street
Louisville, CO 80027

Submitted via email to: muthm@louisvilleco.gov

Dear Mayor Leh & Members of the City Council:

Bob Murray & Associates is pleased to submit a proposal to conduct the City Manager recruitment for the City of Louisville. The following details our qualifications and describes our systematic—yet flexible—method of identifying, recruiting, and screening outstanding candidates on your behalf. It also includes a proposed budget, timeline, and guarantee.

At Bob Murray & Associates, we pride ourselves on providing quality service to local governments, non-profit agencies, and private firms by capitalizing on our decades of experience and vast network of contacts. As a minority and woman owned firm, Bob Murray & Associates' places diversity, equity, and inclusion at the forefront of each recruitment. We recognize the importance of meeting each client's unique recruitment needs and building a plan together to establish success. Our expertise ensures that the candidates we present to the City of Louisville will match the criteria you have established, be a positive addition to your organization, and be outstanding in their field.

Bob Murray & Associates recognizes that we work at the pleasure of the City Council and our job is to facilitate the Council in finding the City of Louisville's next City Manager. Our best practice is to establish a strong partnership with the Council, to ensure the placement of a City Manager who is ideally suited to its needs. In developing this collaborative approach, we will seek the opportunity to meet with the Council individually to discuss their expectations for the City of Louisville's new City Manager. The feedback received from Council will be essential in providing guidance when recruiting and screening candidates for the position.

Current and recent City Manager recruitments we have completed similar in size and scope to your upcoming search include the following:

2024
Murrieta, CA (City Manager) – *Current*
Aliso Viejo, CA (City Manager) – *Current*
Hayward, CA (City Manager) – *Current*
Manhattan Beach, CA (City Manager) – *Current*
Emeryville, CA (City Manager – *Current*
Reno, NV (City Manager) – *Current*
Clovis, CA (City Manager) - *Current*
Clayton, CA (City Manager)
Vancouver, WA (City Manager)
Orinda, CA (City Manager)
Pinole, CA (City Manager)
Novato, CA (City Manager)
Saratoga, CA (City Manager)
Sparks, NV (City Manager)
Salinas, CA (City Manager)
Pacific Grove, CA (City Manager)
Marin County, CA (County Administrator)

2023

Auburn, CA (City Manager)
Desert Hot Springs, CA (City Manager)
Downey, CA (City Manager)
Merced, CA (City Manager)
Moraga, CA (Town Manager)
Pacific Grove, CA (Interim City Manager)
Piedmont, CA (City Administrator)
Rio Vista, CA (City Manager)
San Bruno, CA (City Manager)
San Marino, CA (City Manager)
San Rafael, CA (City Manager)
San Ramon, CA (City Manager)
Santa Clara, CA (City Manager)
South Gate, CA (City Manager)
Ventura, CA (City Manager)
Winters, CA (City Manager)
Yountville, CA (Town Manager)

2022

Calistoga, CA (City Manager)
Livermore, CA (City Manager)
Placer County, CA (County Executive Officer)
Rohnert Park, CA (City Manager)
St. Helena, CA (City Manager)
Sonoma County, CA (County Administrator)
Yolo County, CA (County Administrator)

We work as a team on every search at Bob Murray & Associates. Your Project Lead would be Valerie Gaeta Phillips, Gary Phillips, or Yasmin Beers, who are highly experienced in guiding elected bodies through the decision-making process and would not only direct and supervise the project team from beginning to end but also serve as your Recruiter.

To learn first-hand of the quality of our services and why the majority of our engagements come from repeat and referred clients, we invite you to contact the references listed on page 13 of the attached proposal.

We look forward to your favorable consideration of our qualifications. Please do not hesitate to contact us at (916) 784-9080 with any questions.

Sincerely,



Valerie Gaeta Phillips
President, Bob Murray & Associates

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THE RECRUITMENT PROCESS

Bob Murray & Associates' recruiters are specialists in finding positive placements and providing security and fairness to candidates and clients while ensuring the integrity of the search process. We understand that superlative recruiting for the City Manager will lead to superlative results for the City of Louisville. Outlined below are the steps in our proven recruitment process, refined through our 30+ years of experience in executive search.

STEP 1 DEVELOP THE CANDIDATE PROFILE

Our understanding of the City of Louisville's needs will be key to a successful search. Valerie Gaeta Phillips, Gary Phillips, or Yasmin Beers will meet with the City Council and key stakeholders to learn as much as possible about the ideal candidate for the City Manager position. We want to become familiar with the values and culture of the organization, as well as to understand the current and future issues, challenges, and opportunities in the City of Louisville.

Your recruiter will review and help define the City's wish-list regarding the ideal candidate's personality, management style, knowledge, skills, and abilities and will work with the City to identify expectations regarding education and experience. The City Council and Ms. Gaeta Phillips, Mr. Phillips, or Ms. Beers will discuss compensation, benefits, and other key information necessary to ensure that outstanding candidates are attracted to this opportunity. The profile we develop together at this stage will drive subsequent recruitment efforts.

Optional Service: Community and Staff Involvement

We find that many of our clients value a recruitment process that opens the opportunity for community members, business leaders, organization representatives, and employees to provide input regarding the ideal candidate. Our recruiters are skilled in designing and facilitating forums, town hall meetings, and online surveys that allow equitable involvement from a variety of constituencies and in consolidating feedback into a cohesive narrative of common themes.

If the City of Louisville so desires, we will work with the City Council to create a customized community and/or staff input process.

STEP 2 DESIGN/DISTRIBUTE BROCHURE AND ADVERTISEMENTS

Your recruiter and your dedicated Recruitment Coordinator will use the candidate profile developed with the City of Louisville to create a professional recruitment brochure, with the assistance of our professional graphic designer. The four-page, full-color brochure will describe the community, organization, position, ideal candidate, and compensation and will include pictures provided by the City of Louisville that you feel best represent your organization and your community.

Upon your approval, your recruiter will send the brochure by postal mail and email to a targeted audience, personally inviting potential candidates to apply for the City Manager position. We will also place the recruitment brochure on our website, which attracts over 11,000 unique hits weekly

and is a trusted resource for candidates seeking executive and professional positions. Two sample brochures are included in this proposal package for your reference.

Your recruiter will also design an effective advertising campaign appropriate for the City Manager recruitment. Our broadest outreach comes through our active social media involvement on Facebook, LinkedIn, and Twitter, where upcoming and current positions are posted. Sources such as *Western City Magazine,* PublicCEO, and the Careers in Government website will be used to reach an extensive local government audience, while position-specific postings will be chosen to attract candidates who have built their careers in and are committed to the City Manager field.

Suggested City Manager-specific advertising sources for the City of Louisville's search include:

- ICMA Newsletter
- Colorado City & County Management Association
- National League of Cities
- Colorado Municipal League

Bob Murray & Associates does not typically place ads with job aggregators or general job posting sites such as CareerBuilder, Monster, or Indeed, as we have found that the broad reach of these sites does not necessarily lead to quality candidates for executive and professional positions.

Reaching Diverse Candidates

Bob Murray & Associates, a woman- and minority-owned business, is proud of its commitment to attracting and placing diverse candidates. Not only do we place advertisements with websites designed to attract minority and female candidates, but our President, Valerie Phillips, is a member herself of many diversity-focused organizations including the Local Government Hispanic Network, the League of Women in Government, the Professional Women's Network, Mexican Professionals, and Women Leading Government. She networks frequently with fellow members to gain insight into which potential candidates are leaders in their field.

Ms. Gaeta Phillips, Mr. Phillips, or Ms. Beers will seek to reach candidates in communities and organizations with demographic profiles and populations served like that of the City of Louisville, to maximize the potential for individuals from a wide variety of backgrounds, cultures, physical abilities, life experiences, and gender to be considered for the City Manager position.

STEP 3 RECRUIT CANDIDATES

The strongest candidates are often those who are successful and content in their current positions and need to be sold on a new opportunity. Our extensive network of contacts, developed through over 1,400 successful placements, is a primary source for identifying and obtaining referrals for these candidates. Our in-house database of 40,000 current and former executive and professional candidates is a valuable resource that can only be built over time—time that we have invested into perfecting our process for finding the right candidates for our clients. Our aggressive outreach efforts are focused on phone calls to personally invite potential applicants, answer questions, and allay any reservations, and these efforts are essential to the success of the City Manager recruitment.

STEP 4 SCREEN CANDIDATES

Following the closing date for the recruitment, Ms. Gaeta Phillips, Mr. Phillips, or Ms. Beers will screen all resumes we have received, using the criteria established in the candidate profile as a basis upon which to narrow the field of candidates. Internal candidates receive sensitive consideration, and Ms. Gaeta Phillips, Mr. Phillips, or Ms. Beers will discuss with the City Council how the City of Louisville wishes to proceed with these candidates.

STEP 5 CONDUCT PRELIMINARY INTERVIEWS

Ms. Gaeta Phillips, Mr. Phillips, or Ms. Beers will personally interview the top 10 to 15 candidates from the resume screening, with the goal of determining which candidates have the greatest potential to succeed in your organization. To reduce travel-related expenses to our clients and increase efficiency in the search process, these interviews are typically conducted via Zoom or other convenient videoconferencing applications.

STEP 6 SEARCH PUBLIC RECORDS

Under the direction of Ms. Gaeta Phillips, Mr. Phillips, or Ms. Beers, your dedicated Recruitment Coordinator will conduct a review of published print and online articles for each recommended candidate. Sources include Lexis-Nexis™, Google, social media, and our contacts in the field. This will alert Ms. Gaeta Phillips, Mr. Phillips, or Ms. Beers to any further detailed inquiries we may need to make before our recommendations are finalized.

STEP 7 MAKE RECOMMENDATIONS

Based on our findings during the preliminary interview process, your recruiter will recommend a limited number of candidates for your further consideration. Your recruiter will make specific recommendations and will help facilitate discussions regarding the candidate pool, but the final determination of those to be considered will be up to you.

We typically recommend 6-8 candidates that we feel will best match your expectations, and we prepare a detailed written report on each candidate. This bound report provided to each member of the decision-making body includes:

- Candidate list with Recommended Finalists identified in *Group 1* and *Group 2* (primary and secondary recommendations), as well as *Internal* candidates
- Summary of experience and education for each Recommended Finalist candidate
- Complete cover letter and resume for each Recommended Finalist candidate
- List of *Other Applicants* (those who did not meet minimum qualifications or were otherwise unsuitable, based on our screening process)

Bob Murray & Associates maintains all search records for a period of seven (7) years following each recruitment, and we are happy to forward cover letters and resumes for each applicant by postal mail or email as soon as the recruitment closes to new applications.

STEP 8 FACILITATE FINAL INTERVIEWS

Our years of experience will be invaluable as we help you develop an interview process that objectively assesses the qualifications of each candidate. We will work with the City of Louisville to craft and implement an interview approach that fits your needs. This may include individual and panel interviews by the City Council and key stakeholders, community/employee interview panels, writing and presentation samples, meet-and-greets, or another specialized process element Ms. Gaeta Phillips, Mr. Phillips, or Ms. Beers helps the City of Louisville to design.

Your recruiter will be present on-site during the interviews to facilitate as necessary during the process and to guide discussion to consensus regarding final candidates. Bound interview books will be provided to each interview panel member containing:

- Recruitment brochure with candidate profile
- Interview schedule
- Suggested interview questions
- Experience summary, cover letter, resume, and rating form for each candidate
- Ranking forms for use during the panel interview process

We will work closely with your staff to coordinate and schedule interviews. Our goal is to ensure that each candidate has a very positive experience, as the way the entire process is conducted will influence the final candidates' perception of your organization.

STEP 9 CONDUCT BACKGROUND AND REFERENCE CHECKS

Your recruiter and your Recruitment Coordinator will conduct detailed reference checks for up to three (3) final candidates. To gain an accurate and honest appraisal of the candidates' strengths and weaknesses, we will talk candidly with people who have direct knowledge of their work and management style. In addition to gaining a 360-degree view of candidates from the perspective of their supervisors, subordinates and peers for the past several years, we will make a point of speaking confidentially to individuals who may have further insight into a candidate's abilities but who may not be on their preferred list of contacts.

Your Recruitment Coordinator will work with candidates and our professional backgrounding firm, HireRight, to conduct credit, civil litigation, and motor vehicle record checks and verify candidates' degrees.

STEP 10 ASSIST IN NEGOTIATIONS

We recognize the critical importance of successful negotiations and can serve as your representative during this process. Your recruiter knows what other organizations have done to put deals together with great candidates and what the current market is like for City Manager positions in organizations like the City of Louisville's. Your recruiter will be available to advise you regarding current approaches to difficult issues, such as housing and relocation. We will represent your interests and advise the chosen candidate and you regarding salary, benefits, and employment agreements, with the goal of putting together a deal that results in the appointment of your chosen candidate. With our proven experience and vested interest in a positive outcome,

we can turn a very difficult aspect of the recruitment into one that is straightforward and agreeable for all parties involved.

COMPLETE ADMINISTRATIVE ASSISTANCE

We receive many unsolicited testimonials each year from clients and candidates alike noting our prompt, considerate, accurate, and professional service during the search process. Throughout the recruitment, in time intervals that suit the City of Louisville, we will provide you with updates on the status of the search and attend to all administrative details on your behalf.

Candidates receive immediate acknowledgement of their applications, as well as personal phone calls and/or emails (as appropriate) advising them of their status at each critical point in the recruitment. Candidates who receive preliminary or final interviews and are not chosen to move forward in the interview process will receive personal calls from your recruiter on behalf of the City of Louisville.

It is our internal company standard that all inquiries from clients and candidates receive a response within the same business day whenever possible, and certainly within 24 hours if the inquiry is received during the work week. Ms. Gaeta Phillips, Mr. Phillips, or Ms. Beers will be available to the City of Louisville by office phone, cell phone, and email at any time to ensure a smooth and stress-free recruitment process.

COSTS AND GUARANTEE

PROFESSIONAL FEE AND EXPENSES

The fixed, flat professional services fee for conducting the City Manager recruitment on behalf of the City of Louisville is $25,000. Services provided for in this fee consist of all steps outlined in this proposal, including two (2) meetings on site. The professional fee does not limit the amount of time invested by Bob Murray & Associates in promoting a successful outcome for this project. In fact, our mission for this project is to ensure we assist in identifying the right candidate for the City of Louisville. Therefore, Ms. Gaeta Phillips, Mr. Phillips, or Ms. Beers will contact the City at the first anniversary of the placement to confirm an effective transition has occurred.

The City of Louisville will also be responsible for reimbursing expenses Bob Murray & Associates incurs on your behalf. We estimate expenses for this project not to exceed $9,000. Reimbursable expenses include (but are not limited to) such items as the cost of recruiter travel; clerical support; brochure development; placement of ads; credit and civil background checks; education verification; and public records searches. Postage, printing, photocopying, and telephone charges are allocated costs and included in the expense estimate. *In no instance will expenses exceed this estimate without prior approval from the City of Louisville.*

Expense reimbursement for candidate travel related to on-site interviews will be the responsibility of the City of Louisville.

Professional Fees and Reimbursable Expenses	
Professional Services (Fixed Flat Fee)	$25,000
Reimbursable Expenses *Example costs and approximate amounts include:* Brochure Design and Printing ($1,275) Advertising ($2,700) Background Checks – 3 candidates ($650) Consultant Travel ($3,500) Other expenses – supplies, shipping, clerical ($875)	$9,000
Not-to-Exceed Total	$34,000

Optional Services

- Community/Staff Input Forum: $1,500/day, plus travel expenses
- Online survey: $1,000 (Surveys include formatting questions and preparing survey link. Services do not include summaries or analysis of data.)
- Additional on-site meeting days: $1,500/day, plus travel expenses
- Additional background checks: $250/candidate
- Additional reference checks: $500/candidate
- Additional hires: $9,000/candidate
- Other services: $250/hour or $1,500/day

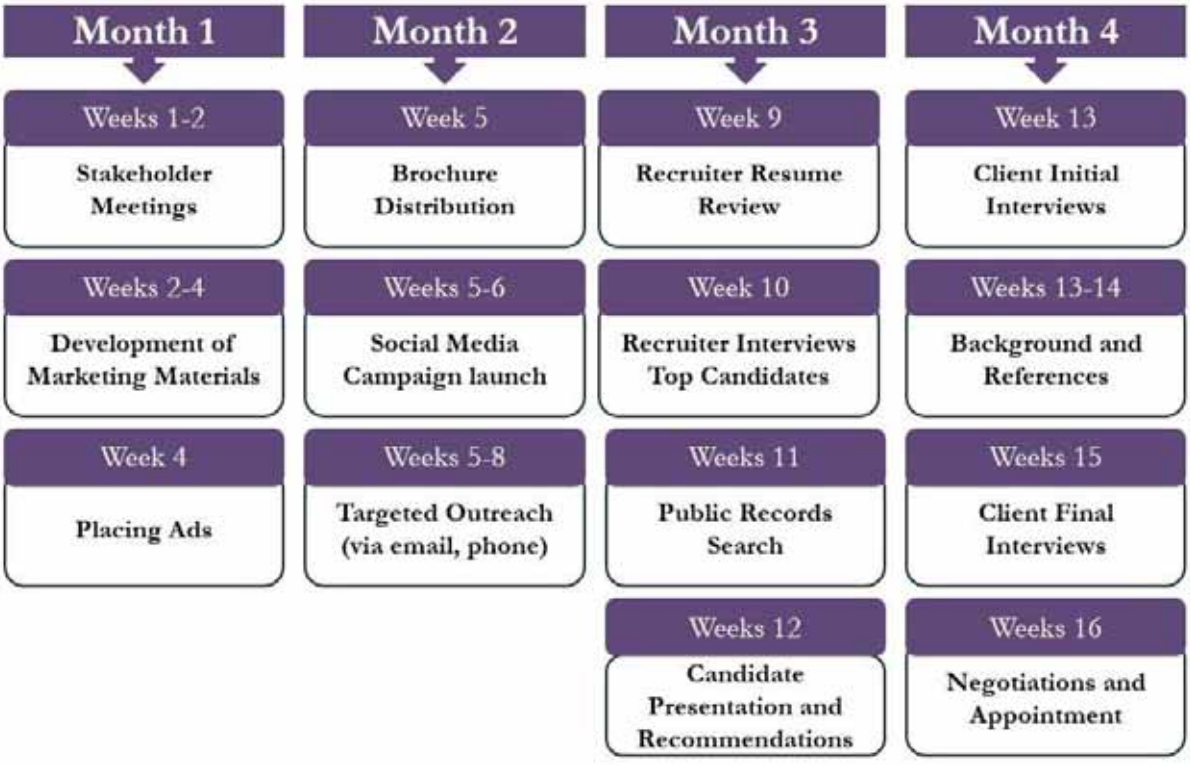
GUARANTEE

Should a candidate recommended by our firm position resign or be terminated within the first 12 months of employment, we will provide the City of Louisville with professional services to secure a replacement. Services will be provided at no cost, aside from expenses incurred on the City of Louisville's behalf during the new search. We are confident in our ability to recruit outstanding candidates and do not expect the City to find it necessary to exercise this provision of our proposal.

RECRUITMENT SCHEDULE

We are prepared to start work on this assignment upon receipt of a signed professional services agreement or other written, authorized notification. A full search can be completed in 13-16 weeks from the date of initial meetings with our client.

The final recruitment schedule will be determined in collaboration with City of Louisville. A typical timeline of tasks and events is included here for reference.



FIRM PROFILE

OUR STAFF

Bob Murray & Associates is a small firm focusing exclusively on executive search services. We have a team of thirteen (13):

- Bob Murray, *Founder*
- Valerie Gaeta Phillips, *President*
- Gary Phillips, *Executive Vice President*
- Joel Bryden, *Vice President*
- Yasmin Beers, *Senior Executive Recruiter*
- Adele Fresé, *Senior Executive Recruiter*
- Stacy Stevenson, *Senior Executive Recruiter*
- Jon Lewis, *Executive Recruiter*
- Stephanie Dietz, *Executive Recruiter*
- Alexandria Kopack, *Recruitment and Operations Manager*
- Kathy Lolas, *Senior Recruitment Coordinator*
- Grace Marshall, *Senior Recruitment Coordinator*
- Steph Souza, *Assistant Recruitment Coordinator*

Please see your lead recruiter's biography below:

VALERIE GAETA PHILLIPS, PRESIDENT AND RECRUITER

Ms. Gaeta Phillips has over 18 years of recruiting experience, including more than a decade of recent experience in executive search for public, private, and startup companies nationwide. Since joining Bob Murray & Associates, Valerie has completed over 160 searches in a diverse range of fields, including city and general management, planning, finance, human resources, transportation, communication and public relations, community and economic development, information technology, parks and recreation, and operations. She has recruited at all levels of municipal and non-profit organizations, from technicians and engineers to Executive Directors and Chief Executive Officers.

Valerie is valued for her passion for finding and retaining the most outstanding candidates for even the most difficult or untraditional assignments and for her commitment to her clients' success; she is also active in a variety of industry organizations and in diversity-focused associations. Valerie is called upon often to serve as an expert speaker on topics such as managing one's online reputation, diversity issues in municipal and non-profit leadership, and how to identify a positive placement for the organizational culture.

Ms. Gaeta Phillips, along with Executive Vice President Gary Phillips, has a passion for helping people, evidenced by fundraising, sponsorship, and involvement in raising awareness for organizations such as Autism Speaks, the UC Davis M.I.N.D. Institute, and the Northern California Special Olympics.

GARY PHILLIPS, EXECUTIVE VICE PRESIDENT AND RECRUITER

Since joining Bob Murray & Associates, Mr. Phillips has completed over 125 searches for executives and professionals in a wide variety of fields including animal services, city and general management, planning, legal counsel, cyber security, and human resources. Gary's clients have ranged from municipal government to non-profit and private sector organizations, and he has sourced outstanding candidates for positions from the level of division managers up to City Managers, Executive Directors, and General Managers.

Gary started his career with a New York-based Fortune 100 company and quickly became a Senior Manager, building and running a large customer service organization that eventually expanded to 13 countries in Europe. He proceeded to hold senior leadership positions in several Fortune 500 companies, with noted successes such as building an organization from two to 250 employees worldwide and growing a company from 800 to 1200 employees.

As part of an executive acquisition and recruiting team, Gary helped build a start-up enterprise software company in San Francisco, recruiting top-notch talent and building a world-class organization. He has maintained customer relationships in the public sector and the private sector, including medical and financial institutions. He prides himself on finding key talent and offering the best customer service to his clients.

Mr. Phillips, along with Ms. Gaeta-Phillips, is involved in his community as a soccer coach, as an organizer of fundraisers for Autism Speaks and the UC Davis M.I.N.D. Institute, and as a sponsor of the Northern California Special Olympics. Mr. Phillips received his Associate of Science degree and completed additional coursework at Rochester Institute of Technology, NY.

YASMIN BEERS, SENIOR EXECUTIVE RECRUITER

Yasmin Beers brings over 33 years of municipal government experience to Bob Murray and Associates. Yasmin retired as the City Manager for Glendale with a population of over 200,000. She served as Chief Executive Officer overseeing close to 2,000 employees serving in Police, Fire, Public Works, Parks, Community Development, Library Arts & Culture, Innovation Performance & Audit, and Water & Power to name a few.

Yasmin's three decades of experience in public service brings extensive background in public sector finance, human resources management, contract negotiations, strategic planning & organizational leadership, policy development, emergency response & planning, team building and performance improvement. Throughout her career, Yasmin has had a great deal of experience in recruiting, selecting and hiring employees for executive and management level positions with a focus on the organizational needs and culture.

Yasmin currently serves on the Glendale Adventist Medical Center's Civic Advisory Board and the Advisory Board for Village Christian School. Yasmin is a past member of Soroptimist International of Glendale where she served as President in 1999/2000. She is a past board member of Glendale Healthy Kids, Salvation Army and the American Red Cross. In 2011 the Glendale Chamber of Commerce recognized Yasmin as Woman of the Year; in 2013 she was the recipient of The Armenian American Woman of Excellence Award; in 2014 Yasmin was recognized by the Glendale Educational Foundation for her distinguished service and

philanthropic efforts; in 2015, YWCA awarded Yasmin with the Heart & Excellence Award; in 2017, she was recognized by Business Life Magazine as a Women Achiever; and in 2018 the California State Senate recognized Yasmin as one of the Woman of the Year, each a tribute to her core values that represent her civic responsibilities, volunteerism and community service.

Yasmin has a Bachelor of Arts degree in Political Science from California State University, Northridge and a Master's degree in Organizational Leadership from Woodbury University.

CORPORATION

Bob Murray & Associates was founded in May 2000 and operated under the corporation name MBN Services, Inc. until June 2014; our new corporation name is GVP Ventures, Inc., incorporated in California in 2014. Contact information for the corporation and the firm is as follows:

GVP Ventures, Inc. OR Bob Murray & Associates
1544 Eureka Road, Ste. 280
Roseville, CA 95661
(916) 784-9080
apply@bobmurrayassoc.com

Our corporation and firm are financially sound (and have been so since 2000), with documentation from our accountant available to your organization prior to final execution of a professional service agreement. We have never been involved in any litigation, aside from our personnel serving as expert witnesses when called to do so.

PROFESSIONAL ASSOCIATIONS

Our firm, represented by either our President or our Executive Vice President, are involved in the following organizations to remain engaged with current and future issues relevant to the work we conduct on behalf of clients like City of Louisville:

- California Special Districts Association
- California City Management Foundation (CCMF)
- Engaging Local Government Leaders (ELGL)
- International City/County Management Association (ICMA)
- International Network of Asian Public Administrators (I-NAPA)
- League of California Cities
- League of Women in Government
- Municipal Management Association of Northern California (MMANC)
- Municipal Management Association of Southern California (MMASC)
- National Forum for Black Public Administrators (NFBPA)

Members of our leadership team not only attend events sponsored by these associations but are also frequently called upon to serve as panel members and to provide specialized lectures regarding industry-specific issues.

Recent and upcoming speaking engagements and trainings provided by our staff include:

- "Role of the Chief" class, annually presented by Jon Lewis on behalf of the California Police Chiefs Association;
- MMANC and MMASC annual mock interviews;
- Annual League of California Cities Booth; and
- Annual League of California Cities City Manager's Conference (City Manager hosted event).

REFERENCES

Clients and candidates are the best testament to our ability to conduct quality searches. Clients for whom Bob Murray & Associates has recently conducted similar searches are listed below:

CLIENT:	City of Ventura, CA
POSITION:	City Manager
REFERENCE:	Ms. Danielle Keys, Human Resources Director (805) 654-7852
CLIENT:	City of Sparks, NV
POSITION:	City Manager
REFERENCE:	Mr. Chris Crawforth, Interim City Manager/Police Chief (775) 3842-2063
CLIENT:	City of Santa Clara, CA
POSITION:	City Manager
REFERENCE:	Ms. Aracely Azevedo, Director of Human Resources (408) 615-2161
CLIENT:	City of Vancouver, WA
POSITION:	City Manager
REFERENCE:	Ms. Anne McEnerny-Ogle, Mayor (360) 487-8629

We appreciate the City of Louisville's consideration of our proposal and look forward to working with you.

BOB MURRAY & ASSOCIATES
EXPERTS IN EXECUTIVE SEARCH

CITY OF
Vancouver
WASHINGTON



CITY MANAGER

CITY OF
Vancouver
WASHINGTON

Click on the image below to learn about
what Vancouver has to offer...



The Community

Vancouver is situated on the north bank of the Columbia River directly across from Portland, Oregon. The Pacific Coast is less than 90 miles to the west and the Cascade Mountain Range rises on the east. Mount St. Helens National Volcanic Monument and Mt. Hood are less than two hours away while the spectacular Columbia River Gorge National Scenic Area lies 30 minutes to the east. Home to indigenous tribes for millennia prior to European settlement, Vancouver is one of the oldest cities in the northwest with a rich history that precedes Washington statehood. Its heritage includes Hudson's Bay Company, US military history, the Kaiser Shipyards of WWII, and significant growth since the late 20th century - all major contributions to the cultural and economic fabric of the city of today. The Fort Vancouver National Historic Reserve, a national park, is adjacent to downtown and honors the rich history and heritage of the city. The Columbia River is a central feature of the region as it connects and sustains the community. Vancouver combines the excitement of a major metropolitan area with a welcoming atmosphere and abundant recreational opportunities.

A vibrant, growing city, Vancouver has an incorporated population of 200,000, a direct service population of nearly 300,000 (utilities and fire/EMS), and an urban growth area population of nearly 400,000. The city is in a sustained period of significant growth and urbanization, adding more than 30,000 new residents in the last 10 years. This growth has brought within it a vibrant diversity that is quickly evolving the community's tapestry of cultures and identity. A language other than English is spoken at home in 20% of households – predominantly Spanish - and there are 100 languages spoken by students in the Vancouver School District and in communities throughout the city. New community-based organizations, cultural events and partnerships are continuously emerging and evolving to reflect Vancouver's evolution.

There are multiple urban center developments planned or underway across the city, such as the Fourth Plain Corridor, where the city has committed significant ARPA and transportation funds; The Waterfront Vancouver; the city-led Heights District redevelopment project; the Vancouver Innovation Center; and the Riverview Gateway District, which includes the HQ redevelopment and Columbia Palisades mixed use centers. Additional significant district development and redevelopment is occurring or planned to occur throughout the city.

The current pipeline of development projects could add as many as 30,000 more residents and more than 10,000 new jobs in the next 6-10 years. This growth is expected to continue to cement Vancouver's emerging identity as a leading community in the greater metropolitan area. Other economic drivers in the community include industries such as healthcare and education (with Washington State University – Vancouver and Clark College campuses) as well as headquarters and traded sector businesses such as Banfield Pet Hospital headquarters, HP Inc., ZoomInfo, Papa Murphy's Pizza, and significant silicon-based technology and biotech industry clusters that include Shin Etsu Handotai America and AbSci.

Click to learn about:
Vancouver's Awards and Recognition



The Organization

The City of Vancouver operates as a first-class charter city under a Council-Manager form of government. The City Council is comprised of seven members including the Mayor, all of whom are elected at large. Under the city Charter, the Mayor serves as the presiding officer of the Council and the ceremonial head of the city and members of Council serve as policy makers with no regular administrative duties. The City Council adopts a vision for the community, appoints the City Manager, sets policy direction and adopts a biennial budget. The City Manager advises Council on vision and policy, develops a recommended biennial budget and leads the city organization to carry out policy direction in support of achieving the community vision and policies of the Council.

Vancouver is a full-service city, providing high quality direct services to incorporated (full service) and unincorporated (sewer, water, fire & EMS) areas. Services are provided by more than 1,300 full time employees and hundreds of seasonal employees who are committed to providing services aligned with the city's values. The city has a 2023-24 general fund of $566 million and a total biennial budget of $2 billion, including a $362 million capital budget. The city is fiscally sound with a AA credit rating, carries a very low debt burden, and maintains reasonable budget reserves. Vancouver is a leader in innovation and results oriented services in the region and has become known for transformative approaches to affordable housing, transportation planning, urban redevelopment, addressing homelessness, and evolving community expectations related to policing and public safety.

After 17 years of service with the city – 14 as City Manager - the current City Manager is retiring from public employment. The organization is remarkably stable due to the departing City Manager's long tenure of leadership, and has an organizational structure that includes a leadership core of two Deputy City Managers and 14 department directors that collaborate on organizational direction and strategy in alignment with policy direction from the Council. Most department directors were appointed to their roles within the last 3 years, suggesting a prospective period of stability in these key senior leadership positions.

All members of the city organization are committed and aligned to build a city of the future along the Columbia River through a shared commitment to equity, stewardship, resilience, and community safety. In doing so, all employees embrace the practice of the city's organization values of being **collaborative, innovative, compassionate, empowered,** and **inclusive**.



The Position

The City Manager is appointed by City Council and is the head of the administrative branch of the city government, responsible for the proper administration of all affairs of the city and for leading and managing the city organization in support of achieving community vision and Council goals. Pursuant to city Charter, the City Manager has the power and is required to:

- prepare and submit to the City Council a recommended biennial budget, and be responsible for its administration upon adoption;
- prepare and submit to the City Council as of the end of the fiscal year a complete report on the finances and administrative activities of the city for the preceding year;
- keep the City Council advised on the financial condition and future needs of the city and make such recommendations as may to the manager seem desirable;
- appoint or remove the City Attorney, subject to the approval of the City Council;
- appoint and, when necessary, remove all officers and employees of the city except as otherwise provided by the charter, or state laws;
- perform such other duties as may be prescribed by this Charter or required by the City Council, not inconsistent with the Charter.

(continued)



The Position

The City Council has established three universal policy themes that guide all work of the city: **climate action, equity and inclusion,** and **community safety**. Aligned with these universal themes, the city adopted a strategic plan in 2023 that includes eight focus areas for the next six years:

- **Transportation and Mobility**
- **Economic Opportunity**
- **Housing and Human Needs**
- **Vibrant and Distinct Neighborhoods**
- **Culture and Heritage**
- **Safe and Prepared Community**
- **Climate and Natural Systems**
- **High Performing Government**

The City Council is seeking a dynamic and accomplished executive leader to advance all aspects of the strategic plan. Immediate priorities include:

» Housing and homelessness: the city is experiencing a housing crisis rooted in a lack of sufficient housing supply. Related to this, the city is also in a declared emergency relative to homelessness. In 2023, voters renewed an affordable housing levy that will raise $10 million annually over the next decade that the next City Manager will need to leverage to implement both a housing action plan and emergency response plan to address this critical issue.

» Climate Action: the city has adopted bold climate action goals in a Climate Action Framework that targets carbon neutrality by 2040. The next City Manager will need to be able to lead and support the organization's transformation of municipal operations as well as catalyze community change through policies and programs to achieve this ambitious goal.

» Community Safety: safety is a paramount duty of the city. In 2021, voters approved a fire levy that includes new and additional staffing as well as replacement and retrofit of several fire stations. In addition, the city is currently engaged in a community conversation about police resourcing. The next City Manager will be expected to lead and deliver major investments in each of these areas.

» Transportation and Mobility: the city is committed to transforming its street system into a mobility system that is safe and effective for all users regardless of how they move. In 2023 the Council adopted a forward leaning Transportation System plan that will be a guide for this work, and the next City Manager will need to be a champion of this transformation.

» Comprehensive plan: the city is in the early stages of a major update to its 20-year comprehensive growth management plan. State law mandates planning for an additional 75,000 new residents within the current city limits by 2045. The city is embracing this opportunity to embed a clear vision for the future of Vancouver as a thriving urban community, and the next City Manager will play a critical role in supporting and delivering this work.

» Interstate Bridge replacement: While not led by the city, planning for a replacement of the I-5 interstate bridge connecting Portland and Vancouver across the Columba River is well underway with the city as a key stakeholder and regional partner. This $6+ billion project will occur immediately adjacent to Vancouver's downtown, will enhance safety, regional connectivity and freight mobility as well as connect Vancouver to the Portland region's light rail system. Construction is currently forecasted to begin in 2026, and last for up to 10 years. The next City Manager will play a critical leadership role in assuring the project delivers the full potential of value add to Vancouver.

The Ideal Candidate

The City Council is seeking a candidate that can reinforce and accelerate the current trajectory of the city and support a seamless transition of leadership. Vancouver's next City Manager will be a seasoned municipal leader with demonstrated skill and experience in the full range of core leadership and management competencies. They will be actively engaged with all facets of the city organization and be skilled at cultivating relationships and partnerships external to the organization.

As a **proven strategic leader** with high interpersonal competence and emotional intelligence, the next City Manager will be capable of defining and communicating a unified vision and purpose, leveraging all resources and tools to achieve it. They will be masterful at championing the organization's mission and vision with staff and others, and will foster a safe place for employees to take risks and initiative. The new City Manager will serve as an example to others by applying lessons learned to future initiatives in support of achieving the vision. The next manager will be capable of examining the full scope of factors that influence an issue, determining calculated risks, and developing and using relationships and interpersonal skills to build consensus. Further, the successful candidate will have a track record of creating new and innovative strategies to deal with rapid change and instilling a culture of continuous improvement.

The successful candidate will be an **exceptional communicator** and have a proven record of ensuring and managing community involvement in local government to support good decision making. The City Manager will be capable of building relationships among local, state, and federal elected and appointed officials to advocate for the community. In doing so, they will play a critical role in ensuring robust public outreach in the policy-making process, promoting civility in public discourse, and advocating for diverse viewpoints to be considered. They will learn, respect and be a steward of Vancouver's history with various political, social, and economic issues, and be skilled at identifying a range of engagement, positive communication, and conflict resolution methods appropriate to the issue at hand.

Equity and inclusion is a foundational policy and operational value for the City of Vancouver, and the successful candidate will be experienced and skilled at creating an environment of involvement, respect, and connection of diverse ideas, backgrounds, and talent throughout the organization and the community. The new City Manager will be able to authentically bring everyone, including historically excluded individuals and groups, into processes, activities, and decision making, and will take a proactive approach to service delivery and decision making that accounts for underlying inequities to equitably improve the quality of life for all.

The next City Manager will also offer a demonstrated record of success in **discerning community needs and providing responsive, equitable strategies** using data, technology, and contemporary communications channels. The successful candidate will be skilled at convening, encouraging, and ensuring that all facets of the community are represented and have the opportunity to engage in community discussions and issues, celebrating that engagement and building a culture of transparency throughout the organization. While the city is financially strong and stable, the next manager will be capable and experienced in developing strategic funding recommendations and building consensus for those recommendations when needed.

Qualified candidates possess a bachelor's degree in public administration, Planning, Business Administration, or a closely related field as well as fifteen (15) years of increasingly responsible municipal experience, including a minimum of five (5) years as a City Manager or Deputy City Manager of a comparatively large, complex, full-service organization. A master's degree is preferred. The City Council may consider any relevant combination of skills, education and experience as qualifying for this position.

The Compensation

The City Manager is an at-will position. While an employment agreement is expected, Washington state law prohibits fixed term contracts for city managers. The retiring manager has an executive compensation package that includes a base salary of $344,000 plus fringe benefits, and the successful candidate will be competitively compensated based on the knowledge, skills, abilities and experience they bring to the role.

Residency inside the city limits is required by city Charter. Vancouver also offers an excellent benefits package, including the following:

Retirement Plan – The city participates in the Washington Public Employees' Retirement System (PERS) as well as 457(b) and 401(a) plans.

Health Insurance – The city offers multiple plan choices and pays a majority of the premium for the level of coverage the employee has selected.

The city pays the full amount of premiums for dental and vision plans.

Holidays – 11 paid holidays per year.

Paid leave – The city provides Paid Time Off (PTO) accrued at a minimum of 180 hours per year that may be used for vacation and/or sick leave. In addition, the city provides 40 hours of exempt leave per year (prorated) to be used in the year granted.

Life Insurance – city provides term life insurance in the amount of up to double the salary not to exceed $300,000.

Vehicle Allowance



To Apply

If you are interested in this opportunity, please apply online at:

www.bobmurrayassoc.com

Filing Deadline: May 26, 2024

Following the closing date, resumes will be screened according to the qualifications outlined above. The most qualified candidates will be invited to personal interviews with Bob Murray & Associates. A select group of candidates will be asked to provide references once it is anticipated that they may be recommended as finalists. References will be contacted only following candidate approval. Finalist interviews will be held with the City of Vancouver. Candidates will be advised of the status of the recruitment following selection of the City Manager.

BOB MURRAY & ASSOCIATES

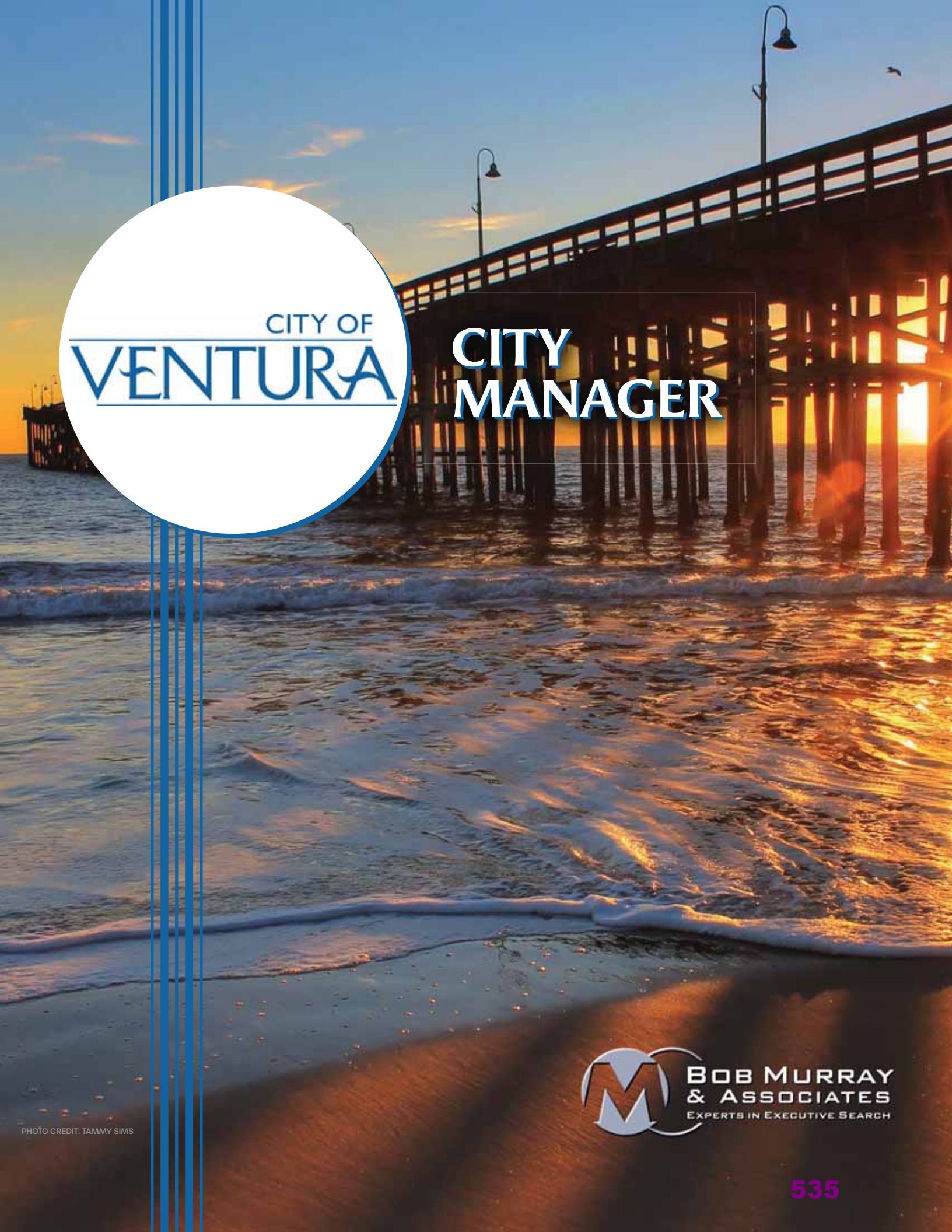
Experts In Executive Search

If you have any questions, please do not hesitate to call

Ms. Valerie Phillips at:

(916) 784-9080




CITY OF
VENTURA
CITY
MANAGER
BOB MURRAY
& ASSOCIATES
EXPERTS IN EXECUTIVE SEARCH
PHOTO CREDIT: TAMMY SIMS
535



THE COMMUNITY

The beautiful, coastal community of Ventura is considered one of the most desirable places to live, offering miles of beaches and oceanfront recreation. Incorporated in 1866, the City has a rich history and is home to Mission Basilica San Buenaventura, the ninth of the California missions. Encompassing diverse art, architecture and cultural heritage, Ventura is known for its friendly people and phenomenal climate. Surfers' Point and historic Downtown (with shopping, music, and nightlife) are just a few of Ventura's gems. For seaside fun, the Ventura Harbor, on the southern end of the city, offers more shops, restaurants, and family friendly fun, including pedal boats for rent.

Outdoor activities abound with biking, hiking, kayaking, sailing, surfing, and more. More than a surf town, the City has an expansive, 800 acres of open, green space, a state-of-the-art aquatic center, and an impressive 32 parks. The Ventura Botanical Gardens is a 107-acre world-class site with spectacular views of the California coastline. Ventura has a charming, small-town feel, along with a mix of more than 12,000 businesses and a City government committed to economic vitality. It's not a surprise that companies like Patagonia, The Trade Desk, and XponentialWorks, are headquartered in the City.

To learn more about Ventura, visit: ***www.visitventura.com***.

THE CITY

The City of Ventura is a business-friendly community with a refreshing mix of sophisticated urban destinations and small-town escapes. Ventura is a Charter City operating with a Council/City Manager form of government. There are seven Councilmembers, each elected by Districts. The Mayor serves a term of two years and has the responsibility to act as the City Council's ceremonial representative at public events and functions. Councilmembers serve staggered four-year terms. The City Council appoints the City Manager and the City Attorney.

The City also has legislative bodies consisting of boards, commissions, and committees that call upon its residents to participate meaningfully in decisions that affect them. Residents may apply to serve on a volunteer board, commission, or committee that assists and advises the City Council on various programs and projects.

The City of Ventura is a full-service municipality with fire, police, and utilities, serving 109,000 residents. Nearly 700 full time employees, in 11 departments, focus on delivering key services to businesses, residents and visitors to ensure the City remains a fiscally stable, safe, and vibrant community. The City is currently updating its General Plan to establish long-term growth and maintain the wonderful and unique character of Ventura. The General Plan articulates a shared vision for the future and a set of goals, policies, and concrete actions that can be pursued. Ventura has a general fund operating budget of $398.3 Million for FY 22/23.



PHOTO CREDIT: TAMMY SIMS

THE POSITION

The City Manager is the Chief Executive Officer of City government and provides overall organizational leadership and efficient administration of city affairs. Responsibilities include comprehensive management and leadership for the organization, policy development and interpretation, administration of programs, processes, and functions, and oversight of about 700 staff. The City Manager will advise the City Council on policy matters and carry out the policy directives of the City Council. The City Manager will also ensure effective delivery of programs, services, and projects guided by the City's General Plan. The City Manager will prepare the annual budget and advise City Council on the City's financial status and issues, recommending long and short-range plans for the City. The City Manager will also build a culture of mutual trust and respect with City Council, City staff, and with the community.

Other duties include, but are not limited to:

- Preparing and submitting to the City Council reports of finance and administrative activities, keeping the City Council advised of financial conditions, program progress, and present/future needs of the City.
- Implementing recommendations of the development review process; defining and developing a plan for improvements to the wellness district; working with businesses and enhancing the business incubator program for the City's economic development.
- Working in partnership with the County to develop a homelessness plan to include conducting an analysis with community, department, agency, and stakeholder engagement.
- Developing incentives that would encourage environmental sustainability



through the use of green technology; reviewing priorities contained in the Climate Action and Resiliency Plan (CARP) and developing a list of targeted green technologies with incentives for Council consideration.

- Overseeing the enforcement of all City ordinances.
- Maintaining good relationships with residents, businesses, and other individuals, groups, and outside agencies having an interest or potential interest in affairs of City concern.
- Managing multi-year goals, such as the Citywide Classification and Compensation Study, Historic Preservation Process, and Fire Department Strategic Plan.
- Implement incentives for economic development to help bring new businesses into the City.

THE IDEAL CANDIDATE

The City is seeking an experienced, team oriented, and innovative leader. The successful candidate will serve effectively as the administrative agent of the City Council, and will have knowledge of federal and state laws, and rules and regulations. The City Manager will be a collaborative and transparent leader advocating for the City's interests, working to increase the City's influence as a leader in the region. The City of Ventura is looking for a leader who prioritizes community engagement, actively listens, communicates effectively, and thinks strategically. Candidates who will nurture an environment of trust, both in the organization and the community, will do well in this role.



The ability to promote a culture of exceptional customer service internally and externally is of principal importance to the City Council. The incoming City Manager will have a customer service mindset and will listen to the needs and concerns of the community. The ideal candidate will be approachable and ready to roll up their sleeves to meet the challenges, changes, and opportunities that Ventura holds. The new City Manager will instill trust and inspire confidence with City Council, department directors, staff and within the community. The new City Manager will keep City Council well informed, provide well supported recommendations, and will be respectful and responsive in implementing Council policies. The City Manager must have knowledge of principles and practices of public administration, budgeting, personnel administration, organization, and management.

Qualified candidates possess a Bachelor's degree in public administration or related field, with a robust financial background. A Master's degree in public or business administration is preferred. Experience as a City Manager, Assistant City Manager, or Department Director (in a community of comparable size and complexity), with many years of increasingly responsible management experience in a local public or private agency is essential.

COMPENSATION

The annual salary for the City Manager is $236,417 - $316,800; placement within this range is dependent upon qualifications and experience. The City also offers an attractive benefits package including:

Retirement – CalPERS*

Tier I – 2% @ 55; single highest year of compensation (Classic CalPERS members first employed by the City of Ventura and established CalPERS membership prior to 7/23/11).

Tier II – 2% @ 60; three-year final compensation period (Classic members with less than a six month break in service from another CalPERS agency).

Tier III – 2% @ 62; three-year final compensation period (new CalPERS members).

** The City does not participate in Social Security.*

Medicare – Employees participate only in the Medicare portion of Social Security. There is a 1.45% payroll deduction for this benefit.

Retirement Health Savings Plan (RHS) – Executive Managers contribute 1% of salary for 1-14 years of service with the City.

Medical/Dental Insurance – City contribution of up to $865 per month towards a selection of plans.

Optional Benefits Plan – City contribution of $549 monthly, to be applied to medical and dental insurance premiums. If enrolled in a City medical insurance plan, unused Optional Benefit dollars are cashed out semi-monthly.

Vision Insurance – City paid coverage for employees and their eligible dependents.

Life Insurance – City paid basic term life insurance, including AD&D, equal to the employee's annual salary (up to $300,000) and dependent life insurance of $5,000 per eligible dependent.

Disability Insurance – City paid Short- and Long-Term Disability insurance coverage.

Flexible Spending Accounts – Medical and Dependent Care Flexible Spending Accounts are available for annual participation.

Deferred Compensation – City contributes $3,536 per year to a 457 plan, and will match $1,000 per year by the employee, for a total benefit of $4,536 per year. Contribution to a 401(a) plan may be available.

Vacation – Up to 6.67 Hours Semi-Monthly, or 160 Hours (4 Weeks)/Year. Maximum bank accrual is 400 Hours. At the end of seven (7) years and again at the end of twelve (12) years of City service in an Executive Management position, employees are granted an additional two weeks (80 hours) of vacation accrual for that year.

Annual Vacation Leave Cash Out – After utilizing 40 hours of vacation during the fiscal year, Executive Management is eligible to cash out up to 120 hours of accrued vacation in July of each year.

Sick Leave – 96-hour-bank granted upon employment and additional accruals of 2 hours semi-monthly beginning after 6 months of employment.

Holidays – 10 paid holidays (9 hours/holiday) and 2 optional floating holidays (9 hours/holiday) per year.

Winter Holiday Break – 18 hours of Winter Holiday hours per year, which may be used during City Hall closure between Christmas and New Year's Day (December 25th to January 1st).

Administrative Leave – Up to 80 hours per fiscal year.

Auto allowance – $380 per month.

Flexible Workweek – A 9/80 workweek is available. City Hall is closed on alternating Fridays.

Other Benefits – Wellness Program, Tuition Reimbursement, Student Loan Forgiveness.



PHOTO CREDIT: J. SCHAF

TO APPLY

If you are interested in this outstanding opportunity, please apply online at:

www.bobmurrayassoc.com

Filing Deadline:
May 5, 2023

Following the closing date, resumes will be screened according to the qualifications outlined above. The most qualified candidates will be invited to personal interviews with Bob Murray & Associates. A select group of candidates will be asked to provide references once it is anticipated that they may be recommended as finalists. References will be contacted only following candidate approval. Finalist interviews will be held with the City of Ventura. Candidates will be advised of the status of the recruitment following selection of the City Manager.

If you have any questions, please do not hesitate to call Ms. Yasmin Beers at:

(916) 784-9080

BOB MURRAY & ASSOCIATES
EXPERTS IN EXECUTIVE SEARCH

City of Louisville
COLORADO • SINCE 1878

CITY COUNCIL COMMUNICATION
AGENDA ITEM 8A

SUBJECT: **917 REX STREET LANDMARK AND GRANT REQUEST**

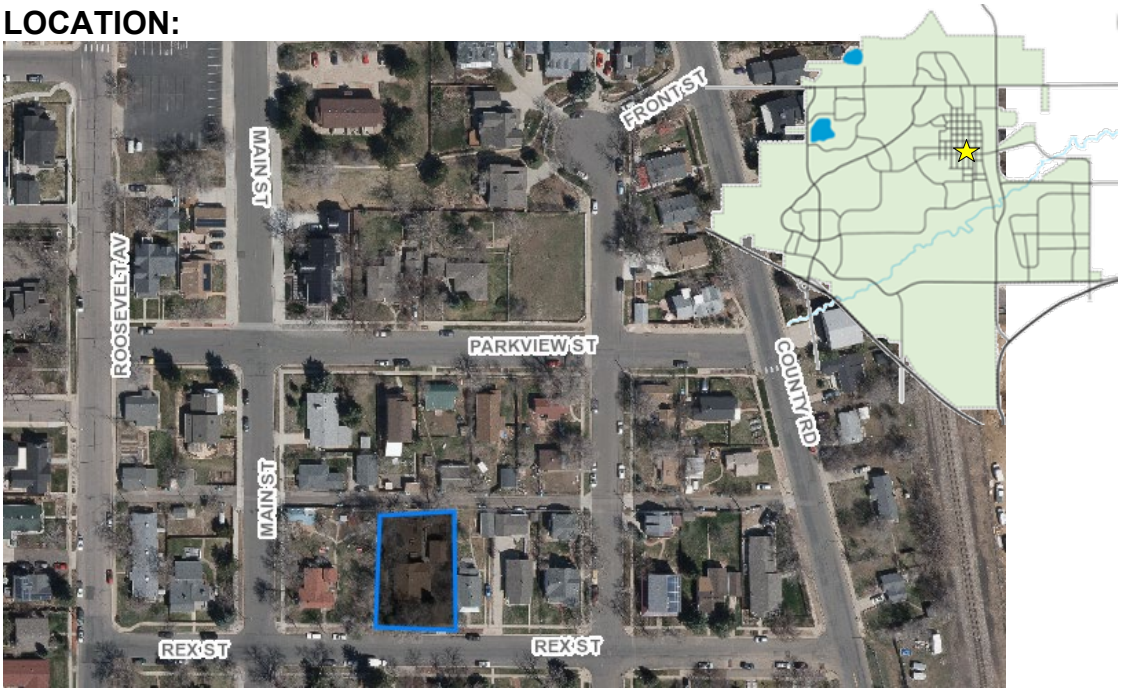
i. **RESOLUTION NO. 42, SERIES 2024– A RESOLUTION APPROVING THE LANDMARK DESIGNATION FOR 917 REX STREET, THE WAREMBOURG HOUSE**

ii. **RESOLUTION NO. 43, SERIES 2024 – A RESOLUTION APPROVING A GRANT REQUEST FOR THE PROPERTY AT 917 REX STREET**

DATE: **SEPTEMBER 17, 2024**

PRESENTED BY: **ROB ZUCCARO, COMMUNITY DEVELOPMENT DIRECTOR**

LOCATION:



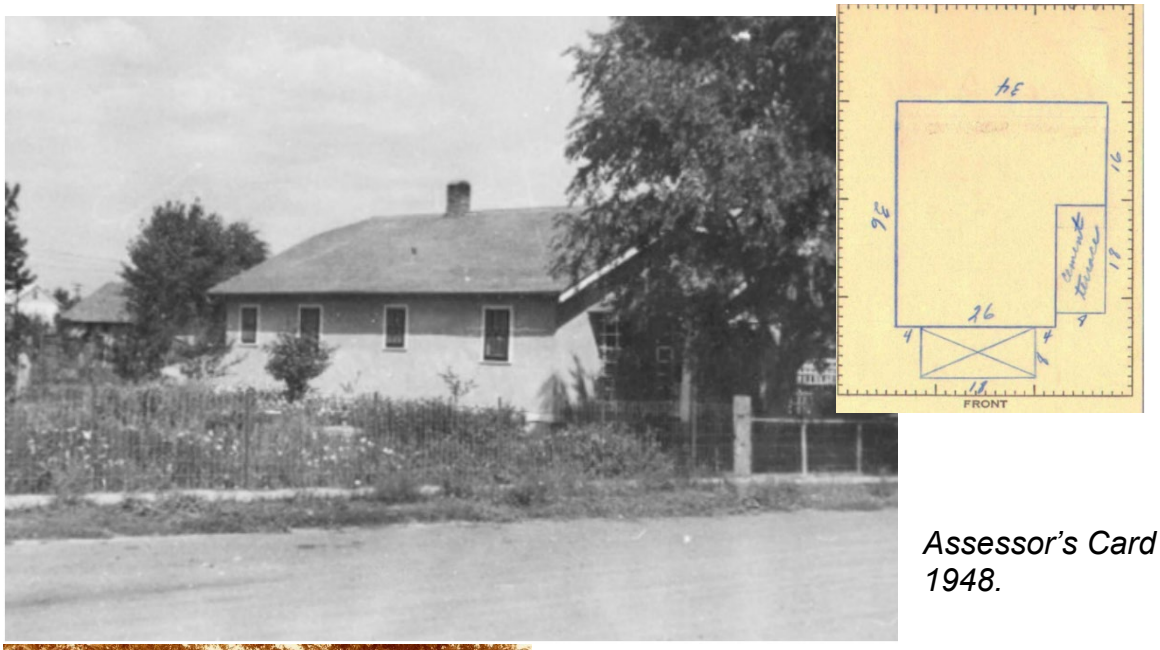
SUMMARY:
The applicant is requesting:

- Landmark designation.
- A Preservation and Restoration Grant of up to $162,446.

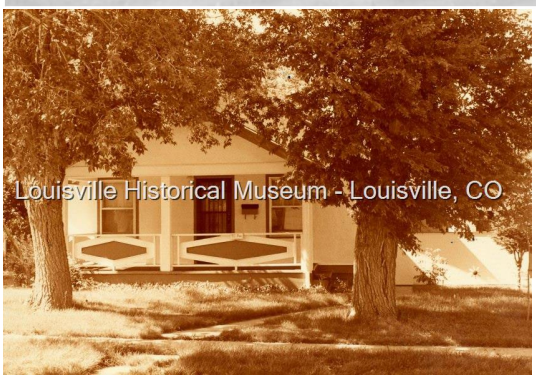
Staff recommendations:

- Staff recommends approval of the Landmark request.
- Staff recommends approval of a Preservation and Restoration Grant Request of up to $162,446

ARCHITECTURAL INTEGRITY:
1045 Front Street was sampled in the PaleoWest "Stories in Places" residential context, where it was recommended for recording as an example of bungalows in Murphy Place. The Bungalow form is apparent in the projecting front porch, front-gabled roof, and one-story rectangular plan. The home also displays some Craftsman elements, including overhanging eaves and clipped gables. The Assessor's Card mentions an open front porch and stucco, and the footprint appears to be maintained from 1948. The building permit file includes some minor changes, such as a reroof, but does not appear to include any major changes to the structure. The structure was subsequently surveyed as part of PaleoWest's "100 Architectural Inventories," completed in 2023.



Assessor's Card from 1948.



Undated.

HISTORICAL SIGNIFICANCE ANALYIS AND CRITERIA FOR LISTING AS LOCAL LANDMARK:
In order to receive a City Landmark designation, landmarks must be at least 50 years old and meet one or more of the criteria for architectural, social or geographic/environmental significance as described in Louisville Municipal Code (LMC) Section 15.36.050(A).
Staff analysis of the criteria is as follows:

Sec. 15.36.050. - Criteria for Designation

Criteria	Meets Criteria?	Evaluation
A. Landmarks must be at least 50 years old and meet one or more of the criteria for architectural, social or geographic/environmental significance as described in this chapter.	**Yes**	917 Rex Street was constructed in 1936, making it approximately 87 years old. The detached garage was likely built prior to 1948, since there is a detached garage noted on the 1948 Assessor's Card and there is a garage in the same location as today in a 1955 aerial photograph. The garage is likely at least 76 years old.
1. a. Architectural. ***1) Exemplifies specific elements of an architectural style or period.*** *2) Example of the work of an architect or builder who is recognized for expertise nationally, statewide, regionally, or locally.* *3) Demonstrates superior craftsmanship or high artistic value.* *4) Represents an innovation in construction, materials or design.* *5) Style particularly associated with the Louisville area.* *6) Represents a built environment of a group of people in an era of history that is culturally significant to Louisville.* *7) Pattern or grouping of elements representing at least one of the above criteria.* *8) Significant historic remodel.*	**Yes**	Architectural Significance - *Exemplifies specific elements of an architectural style or period.* • The primary structure at 917 Rex maintains its Bungalow style and overall simple form from its original construction. • The detached garage has a clipped gable roof and original siding and sliding doors.

Criteria	Meets Criteria?	Evaluation
1. b. Social. *1) Site of historic event that had an effect upon society.* ***2) Exemplifies cultural, political, economic or social heritage of the community.*** ***3) Association with a notable person or the work of a notable person.***	**Yes**	Social Significance - *Exemplifies cultural, political, economic or social heritage of the community.* The social history of 917 Rex includes association with: • Mining history • French immigration to Louisville
1. c. Geographic/environmental. ***1) Enhances sense of identity of the community.*** *2) An established and familiar natural setting or visual feature that is culturally significant to the history of Louisville.*	**Yes**	The historic location of the house helps to create a sense of neighborhood identity.
3. All properties will be evaluated for physical integrity and shall meet one or more of the following criteria: ***a. Shows character, interest or value as part of the development, heritage or cultural characteristics of the community, region, state, or nation.*** *b. Retains original design features, materials and/or character.* ***c. Remains in its original location, has the same historic context after having been moved, or was moved more than 50 years ago.*** *d. Has been accurately reconstructed or restored based on historic documentation.*	**Yes**	The structure remains in its original location and has not been moved. The property has integrity of location, setting, feeling and association.

ALTERATION CERTIFICATE REQUEST:
The applicant received Historic Preservation Commission (HPC) approval of an Alternation Certificate as part of the HPC review of the Landmark and Grant requests. The HPC is the final decision maker on the Alternation Certificate, but the Landmark and Grant Requests must also be approved by City Council. The Alteration Certificate requests are tied to Landmark and Grant requests to ensure the work proposed for grant funding would not affect a property's history integrity for landmarking.

The proposed Alteration Certificate covers the following:

1. Primary structure
    - Remove the wood railings from the porch
    - Remove the covered side patio
    - Alter windows
    - Rear addition
2. Detached garage
    - Alter garage doors
    - Alter windows
    - Rear addition

GRANT REQUEST:
The applicant is requesting approval of a Preservation and Restoration Grant for rehabilitation and restoration work. The total grant request is $162,446 and includes a request for an "extraordinary circumstances" grant above the maximum grant allowance of $40,000. This grant would be in addition to the $5,000 signing bonus for landmarking the structure and the $4,000 grant for the Historic Structure Assessment previously approved for the property.

A Historic Structure Assessment was previously done for the property, completed by DAJ Design and paid for by the Historic Preservation Fund. The assessment (attached) makes several recommendations that correlate to the line items in the grant request. The proposed total cost for all of the eligible work on the historic structure is $324,892.

COST ESTIMATE OF PROPOSED WORK: $324,892
MATCHING GRANT REQUESTED: $162,446
Matching grant maximum under Section 8: $40,000
Additional matching grants available under Section 12.c.

Grants:
Under Resolution No. 17, Series 2019, residential applicants are eligible for a $5,000 unmatched incentive grant as a Landmark bonus. Owners of a landmarked property will be eligible for this grant following the signing of the Landmark and grant agreements. The remaining $40,000 grant shall be conditioned based on the applicant matching one hundred percent of the amount for approved work. Approved work must fall under the categories of preservation, rehabilitation, and restoration.

> **Preservation** *is the act or process of applying measures necessary to sustain the existing form, integrity, and materials of an historic property as they now exist. Approved work focuses upon the repair of exterior historic materials and features rather than extensive replacement and new construction.*

> **Rehabilitation** *is the act or process of making possible a compatible use for a property through repair, alterations, and additions while preserving those portions or features which convey its historical, cultural, or architectural values. Rehabilitation acknowledges the need to alter or add to a historic property to meet continuing or changing uses while retaining the property's historic character. The limited and sensitive upgrading of mechanical, electrical, and plumbing systems and other code-required work to make properties functional is appropriate.*
>
> **Restoration** *is the act or process of accurately depicting the form, features, and character of a property as it appeared at a particular period of time. Approved work focuses on exterior work and includes the removal of features from other periods in its history and reconstruction of missing features from the restoration period.*

In addition, Section 12.c of Resolution No. 17, Series 2019 allows for the exceeding of grant limitations subject to the following criteria:

> *These grant limitations described above may be exceeded upon recommendation of the Commission and approval by City Council upon a showing of extraordinary circumstances relating to building size, condition, architectural details, or other unique condition compared to similar Louisville properties. Any grant exceeding the above limitations shall be conditioned on the applicant matching at least one hundred percent (100%) of the amount of the grant with expenditures or an equivalent value of approved in-kind services that are integral to the project that is deemed eligible for a grant from the HPF.*

Staff reviewed the grant request by evaluating whether each request qualified for grant funding as either preservation, rehabilitation, or restoration. Staff also reviewed requests above the $40,000 matching grant under the extraordinary circumstances language provided above. Findings are summarized in the following tables.

Table 1. Summary of staff analysis of qualification of Preservation Grant requests under Reso. 17, Series 2019.

Requests		Analysis		Requested under extraordinary circumstances?
Description	Amount	Preservation, Restoration, or Rehabilitation?	In HSA?	
Demolition	$5,875	Pres., Rest.	✓ Related to foundation work	Yes
Site Grading & Drainage	$1,175	Pres.	✓	Yes
Foundation	$36,131	Pres., Rehab.	✓	Yes
Floor Framing	$11,750	Pres., Rehab.	✓	Yes
Wall & Roof Framing	$14,688	Pres., Rehab	✓	Yes
Envelope – Exterior Walls	$17,625	Pres., Rest., Rehab.	✓	Yes
Exterior Appendages	$2,938	Rest., Rehab.	✓	Yes
Roofing & Waterproofing	$6,463	Pres., Rehab.	✓	Yes
Windows & Doors	$34,075	Pres., Rest., Rehab.	✓	Yes
Exterior Details	$4,113	Pres., Rest.	✓	Yes
Insulation & Drywall	$27,613	Rehab.	✓	Yes
Total Requested	$162,446			
Total Recommended	$154,220	Includes $114,220 in extraordinary circumstances.		

Table 2. Summary of staff analysis of extraordinary circumstances requests.	
Requests	**Extraordinary circumstances relating to building size, condition, architectural details, or other unique condition?**
Structural Requests: *Demolition* *Foundation* *Floor Framing* *Wall & Roof Framing* *Insulation & Drywall* *Structure Move* *Roofing & Waterproofing*	Staff finds that the structural requests qualify for extraordinary circumstances based on **size** given the scope covering the house and the garage and the **condition** necessitating full foundation replacement on both structures.
Restoration & Preservation Requests: *Envelope – Exterior Walls* *Windows & Doors*	Staff finds that the restoration and preservation requests qualify for extraordinary circumstances based on **size** given the scope covering the house and garage and the presence of existing **architectural details** that require preservation to be maintained.
Roofing and Waterproofing	Staff finds that this request qualifies for extraordinary circumstances based on **size** given the scope covering the house and garage.
Not Recommended: *Site Grading & Drainage* *Exterior Appendages* *Exterior Details*	Staff finds that these requests do not qualify for extraordinary circumstances. Site grading and drainage on a property is a common grant request item that is not affected by the size or condition of the historic structures. On the request for "exterior appendages" and "exterior details," staff finds does not qualify for extraordinary circumstances given that the work does not restore missing architectural details or preserve unique details beyond a typical project.

Staff recommended to the HPC a lower grant amount of $154,220, excluding the site grading and drainage, exterior appendages, and exterior details, because staff finds that these categories do not meet extraordinary circumstances criteria. However, the HPC opinion is that these elements qualify for extraordinary circumstances and recommend approval of the full amount of the requested grant at $162,446.

Staff evaluated the extraordinary circumstances requirement by evaluating whether the requests related to building size, condition, architectural details, or other unique condition. In this evaluation, staff weighed whether the requested scope of work was extraordinary or atypical in comparison to other projects. Two main factors influenced staff's recommendations of extraordinary circumstances: one, that the scope of the work covering the house and the garage met the criterion that "size" can be considered an extraordinary circumstance; and two, that the condition of the structures necessitated large-scale structural and restoration/preservation work. Staff based this analysis in part on the assumption that the garage is a contributing structure to the historic significance of the property.

HISTORIC PRESERVATION COMMISSION RECOMMENDATION:

The Historic Preservation Commission (HPC) held a public hearing on the application on July 15, 2024 voted to recommend approval of the local landmark designation and the full Historic Preservation Fund grant request of $162,446.

Minutes for this meeting have not yet been drafted. Thus, staff is providing a link to the hearing video. LINK: July 15, 2024 HPC Meeting Video

PUBLIC COMMENT:
See Attachment No. 9 for public comments received by staff.

FISCAL IMPACT:
Approval of the grant request allows for a matching grant of up $162,446 plus a $5,000 landmark incentive grant unmatched. The unencumbered fund balance is estimated at over $2M and the average income of the Fund over the past two years is approximately $885,000, thus, staff finds there are adequate funds to support the request.

PROGRAM/SUB-PROGRAM IMPACT:
The application meets the Community Design program goals and sub-program objectives by providing incentives to preserve the historic character of Old Town and to encourage the promotion and preservation of Louisville's history and cultural heritage.

STAFF RECOMMENDATION:
- Approval of Resolution No. 42, Series 2024, approving the landmark designation at 917 Rex Street, to be named the Warembourg House.
- Approval of Resolution No. 43, Series 2024, approving a grant request of up to $162,446.

ATTACHMENTS:
1. Resolution 42, Series 2024 – Approving Landmark Request
2. Resolution 43, Series 2024 – Approving Grant Request
3. HPC Resolution No. 4, Series 2024 – Recommending Approval of Landmark Request
4. HPC Resolution No. 5, Series 2024 – Approving Alternation Certificate
5. HPC Resolution No. 6, Series 2024 – Recommending Approval of Grant Request
6. Application
7. Social History Report
8. Historic Structure Assessment
9. Public Comments
10. Staff Presentation

STRATEGIC PLAN IMPACT:

☐	**Financial Stewardship & Asset Management**	☐	**Reliable Core Services**
☐	**Vibrant Economic Climate**	☒	**Quality Programs & Amenities**
☒	**Engaged Community**	☐	**Healthy Workforce**
☐	**Supportive Technology**	☐	**Collaborative Regional Partner**

RESOLUTION NO. 42
SERIES 2024

A RESOLUTION APPROVING A LANDMARK DESIGNATION FOR A HISTORICAL RESIDENTIAL PROPERTY LOCATED AT 917 REX STREET

WHEREAS, there has been submitted to the Louisville Historic Preservation Commission (HPC) an application requesting a landmark eligibility determination for a historical property located at 917 Rex Street, legally described as Lots 18-20, Block 5, Murphy Place; and

WHEREAS, the HPC and City Council have reviewed the application and found it to be in compliance with Chapter 15.36 of the Louisville Municipal Code, including Section 15.36.050.A, establishing criteria for landmark designation; and

WHEREAS, the HPC and City Council held a properly noticed public hearing on the proposed landmark application; and

WHEREAS, 917 Rex (the Warembourg House) has social significance because it exemplifies the cultural, political, economic, or social heritage of the community considering its association with various Louisville families and Louisville's cultural heritage; and

WHEREAS, 917 Rex (the Warembourg House) has architectural significance because it has architectural integrity that is representative of the built environment in 1930s Louisville; and

WHEREAS, the City Council finds that these and other characteristics specific to the Warembourg House have social and architectural significance as described in Section 15.36.050.A of the Louisville Municipal Code; and

NOW, THEREFORE, BE IT RESOLVED BY THE HISTORIC PRESERVATION COMMISSION OF THE CITY OF LOUISVILLE, COLORADO:

1. The application to landmark the property at 917 Rex be approved for the following reasons:
    a. Architectural integrity has been largely maintained over time.
    b. Association with Louisville's heritage.
2. The City Council approve the landmark incentive grant in the amount of $5,000.

PASSED AND ADOPTED this 17TH Day of September, 2024.

By: _____
Christopher M. Leh, Mayor

Attest: _____
Meredyth Muth, City Clerk

RESOLUTION NO. 43
SERIES 2024

A RESOLUTION APPROVING A PRESERVATION AND RESTORATION GRANT FOR THE WAREMBOURG HOUSE LOCATED AT 917 REX STREET

WHEREAS, there has been submitted to the Louisville Historic Preservation Commission (HPC) an application requesting a preservation and restoration grant for the Warembourg House, a historic residential structure located at 917 Rex Street, on property legally described as Lots 18-20, Block 5, Murphy Place, Town of Louisville, City of Louisville, State of Colorado; and

WHEREAS, the City Staff and the HPC have reviewed the application and found it to be in compliance with Section 3.20.605.D and Section 15.36.120 of the Louisville Municipal Code; and

WHEREAS, the HPC and City Council have held a properly noticed public hearing on the preservation and restoration grant; and

WHEREAS, the preservation and restoration work being requested includes making repairs to the existing structure; and

WHEREAS, the Historic Preservation Commission and City Council find that these proposed improvements will assist in the preservation of the Warembourg House, which is to be landmarked by the City;

NOW, THEREFORE, BE IT RESOLVED BY THE HISTORIC PRESERVATION COMMISSION OF THE CITY OF LOUISVILLE, COLORADO:

The City Council approves the proposed Preservation and Restoration Grant application for the Warembourg House, in the amount of $162,446 for work as described in the attached Exhibit A.

PASSED AND ADOPTED this 17th Day of September 2024.

By: _____
Christopher M. Leh, Mayor

Attest: _____
Meredyth Muth, City Clerk

Exhibit A	
Line Item	**Amount**
Demolition	$5,875
Site Grading & Drainage	$1,175
Foundation	$36,131
Floor Framing	$11,750
Wall & Roof Framing	$14,688
Envelope – Exterior Walls	$17,625
Exterior Appendages	$2,938
Roofing & Waterproofing	$6,463
Windows & Doors	$34,075
Exterior Details	$4,113
Insulation & Drywall	$27,613
Total Approved	$162,446

RESOLUTION NO. 4
SERIES 2024

A RESOLUTION MAKING FINDINGS AND RECOMMENDATIONS REGARDING THE LANDMARK DESIGNATION FOR A HISTORICAL RESIDENTIAL PROPERTY LOCATED AT 917 REX STREET.

WHEREAS, there has been submitted to the Louisville Historic Preservation Commission (HPC) an application requesting a landmark eligibility determination for a historical property located at 917 Rex Street, legally described as Lots 18-20, Block 5, Murphy Place; and

WHEREAS, the HPC have reviewed the application and found it to be in compliance with Chapter 15.36 of the Louisville Municipal Code, including Section 15.36.050.A, establishing criteria for landmark designation; and

WHEREAS, the HPC has held a properly noticed public hearing on the proposed landmark application; and

WHEREAS, 917 Rex (the Warembourg House) has social significance because it exemplifies the cultural, political, economic, or social heritage of the community considering its association with various Louisville families and Louisville's cultural heritage; and

WHEREAS, the property has architectural significance because it has architectural integrity that is representative of the built environment in 1930s Louisville; and

WHEREAS, the HPC finds that these and other characteristics specific to the Warembourg House have social and architectural significance as described in Section 15.36.050.A of the Louisville Municipal Code; and

NOW, THEREFORE, BE IT RESOLVED BY THE HISTORIC PRESERVATION COMMISSION OF THE CITY OF LOUISVILLE, COLORADO:

1. The application to landmark the property at 917 Rex be approved for the following reasons:
    a. Architectural integrity has been largely maintained over time.
    b. Association with Louisville's heritage.
2. The Historic Preservation Commission recommends the City Council approve the landmark incentive grant in the amount of $5,000.
3. With the amendment that the structure be named the Warembourg House.

PASSED AND ADOPTED this 15TH day of July, 2024.

_____
Lynda Haley, Chairperson

RESOLUTION NO. 5
SERIES 2024

A RESOLUTION APPROVING OF AN ALTERATION CERTIFICATE FOR THE WAREMBOURG HOUSE LOCATED AT 917 REX STREET FOR EXTERIOR ALTERATIONS.

WHEREAS, there has been submitted to the Louisville Historic Preservation Commission (HPC) an application requesting an alteration certificate for a historic residential structure located on 917 Rex Street, on property legally described as Lots 18-20, Block 5, Murphy Place, Town of Louisville, City of Louisville, State of Colorado; and

WHEREAS, the City Staff and the HPC have reviewed the application and found it to be in compliance with Chapter 15.36 of the Louisville Municipal Code, including Section 15.36.120, establishing criteria for alteration certificates; and

WHEREAS, the HPC has held a properly noticed public hearing on the proposed alteration certificate where evidence and testimony were entered into the record, including findings in the Louisville Historic Preservation Commission Staff Report.

NOW, THEREFORE, BE IT RESOLVED THAT THE HISTORIC PRESERVATION COMMISSION OF THE CITY OF LOUISVILLE, COLORADO:

Does hereby recommend approval of the application for an alteration certificate for the Warembourg House as described in the Staff Report and included in the attached Exhibit A:

PASSED AND ADOPTED this 15TH day of July, 2024.

_____
Lynda Haley, Chairperson

RESOLUTION NO. 6
SERIES 2024

A RESOLUTION MAKING FINDINGS AND RECOMMENDATIONS REGARDING A PRESERVATION AND RESTORATION GRANT FOR THE WAREMBOURG HOUSE LOCATED AT 917 REX STREET.

WHEREAS, there has been submitted to the Louisville Historic Preservation Commission (HPC) an application requesting a preservation and restoration grant for the Warembourg House, a historic residential structure located at 917 Rex Street, on property legally described as Lots 18-20, Block 5, Murphy Place, Town of Louisville, City of Louisville, State of Colorado; and

WHEREAS, the City Staff and the HPC have reviewed the application and found it to be in compliance with Section 3.20.605.D and Section 15.36.120 of the Louisville Municipal Code; and

WHEREAS, the HPC has held a properly noticed public hearing on the preservation and restoration grant; and

WHEREAS, the preservation and restoration work being requested includes making repairs to the existing structure; and

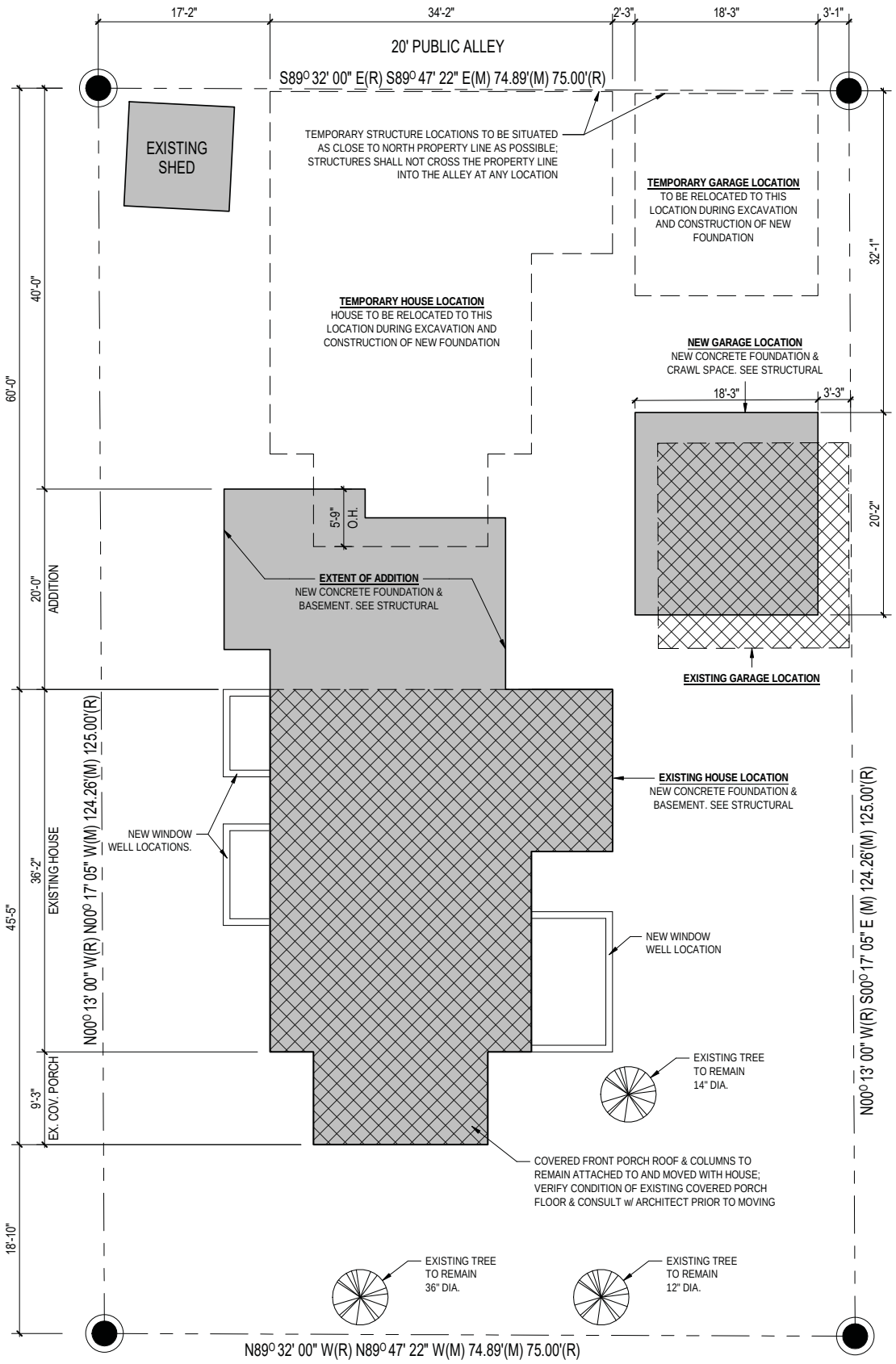
WHEREAS, the Historic Preservation Commission finds these proposed improvements will assist in the preservation of the Warembourg House, which is to be landmarked by the City;

NOW, THEREFORE, BE IT RESOLVED BY THE HISTORIC PRESERVATION COMMISSION OF THE CITY OF LOUISVILLE, COLORADO:

1. The Historic Preservation Commission recommends the City Council approve the proposed Preservation and Restoration Grant application for the Warembourg House, in the amount of **$154,220** for work as described in the attached Exhibit A.

PASSED AND ADOPTED this 15TH day of July, 2024.

_____
Lynda Haley, Chairperson



TEMP. RELOCATION SITE PLAN

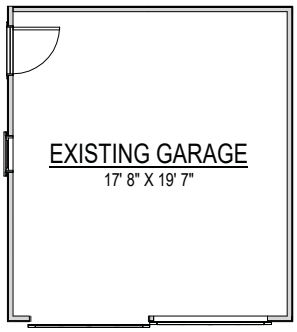
1" = 10'-0"

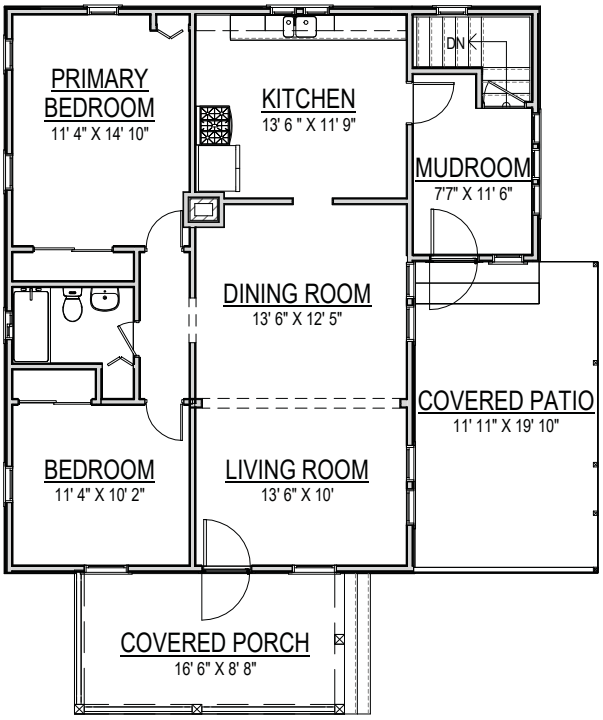
DAJDESIGN
922A MAIN STREET
LOUISVILLE, CO 80027
P. 303.527.1100
INFO@DAJDESIGN.COM

WILT / SERPE RESIDENCE
917 REX AVENUE
LOUISVILLE, CO 80027
TALBOT WILT & DIANA SERPE

555

0 5' 10' 20'





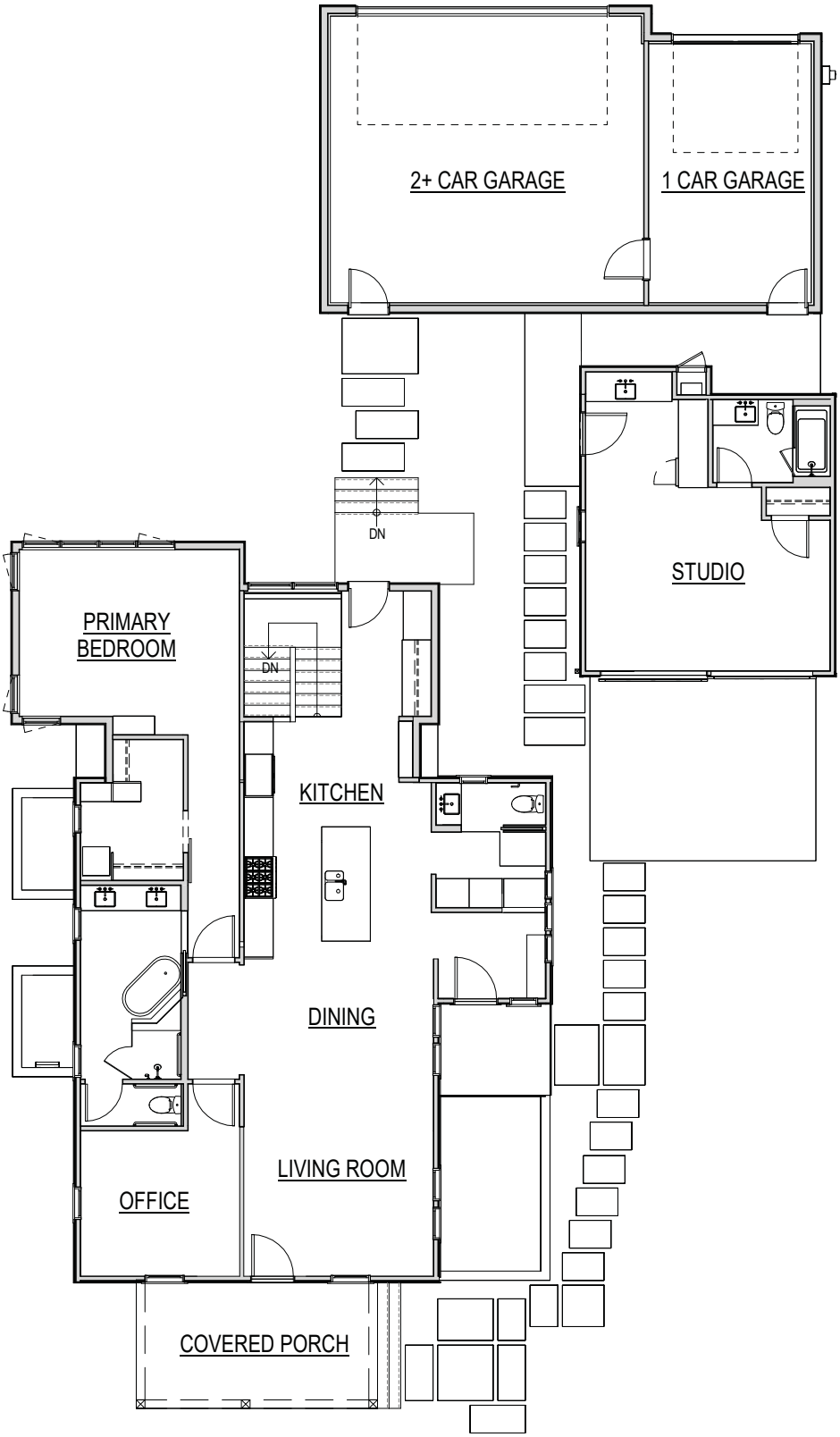
EXISTING FLOOR PLANS

1/8" = 1'-0"

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P. 303.527.1100
INFO@DAJDESIGN.COM

WILT / SERPE RESIDENCE
917 REX AVENUE
LOUISVILLE, CO 80027
TALBOT WILT & DIANA SERPE

0 4' 8' 16'



PROPOSED FLOOR PLANS

1/8" = 1'-0"

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INFO@DAJDESIGN.COM

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917 REX AVENUE
LOUISVILLE, CO 80027
TALBOT WILT & DIANA SERPE

557

0 4' 8' 16'



1/A3 SOUTH ELEVATION - EXISTING

1/8" = 1'-0"



2/A3 SOUTH ELEVATION - PROPOSED

1/8" = 1'-0"

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P. 303.527.1100
INFO@DAJDESIGN.COM

SOUTH ELEVATIONS

1/8" = 1'-0"

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917 REX AVENUE
LOUISVILLE, CO 80027
TALBOT WILT & DIANA SERPE

558

0 4' 8' 16'



1/A4 **NORTH ELEVATION - EXISTING**

1/8" = 1'-0"



2/A4 **NORTH ELEVATION - PROPOSED**

1/8" = 1'-0"

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NORTH ELEVATIONS

1/8" = 1'-0"

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LOUISVILLE, CO 80027
TALBOT WILT & DIANA SERPE

559

0 4' 8' 16'



1/A5 EAST ELEVATION - EXISTING

1/8" = 1'-0"



2/A5 EAST ELEVATION - PROPOSED

1/8" = 1'-0"

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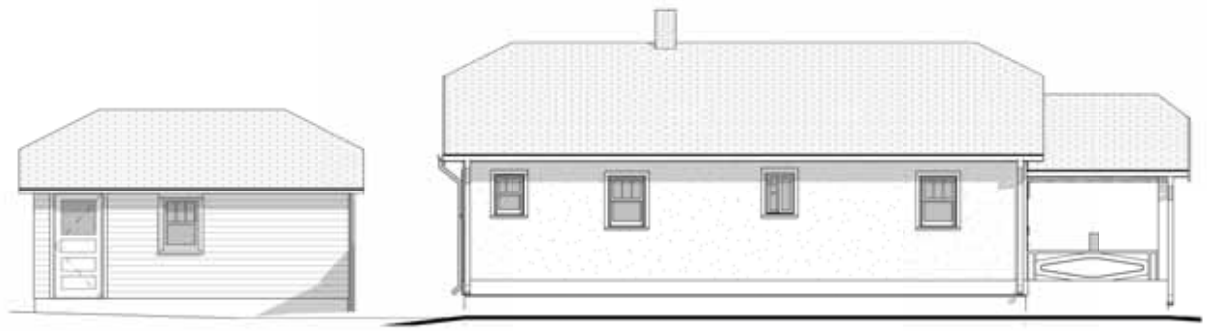
EAST ELEVATIONS

1/8" = 1'-0"

WILT / SERPE RESIDENCE
917 REX AVENUE
LOUISVILLE, CO 80027
TALBOT WILT & DIANA SERPE

560

0 4' 8' 16'



1 A6 WEST ELEVATION - EXISTING

1/8" = 1'-0"



2 A6 WEST ELEVATION - PROPOSED

1/8" = 1'-0"

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P. 303.527.1100
INFO@DAJDESIGN.COM

WEST ELEVATIONS

1/8" = 1'-0"

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917 REX AVENUE
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561

0 4' 8' 16'



1 A7 SOUTHEAST PERSPECTIVE - EXISTING



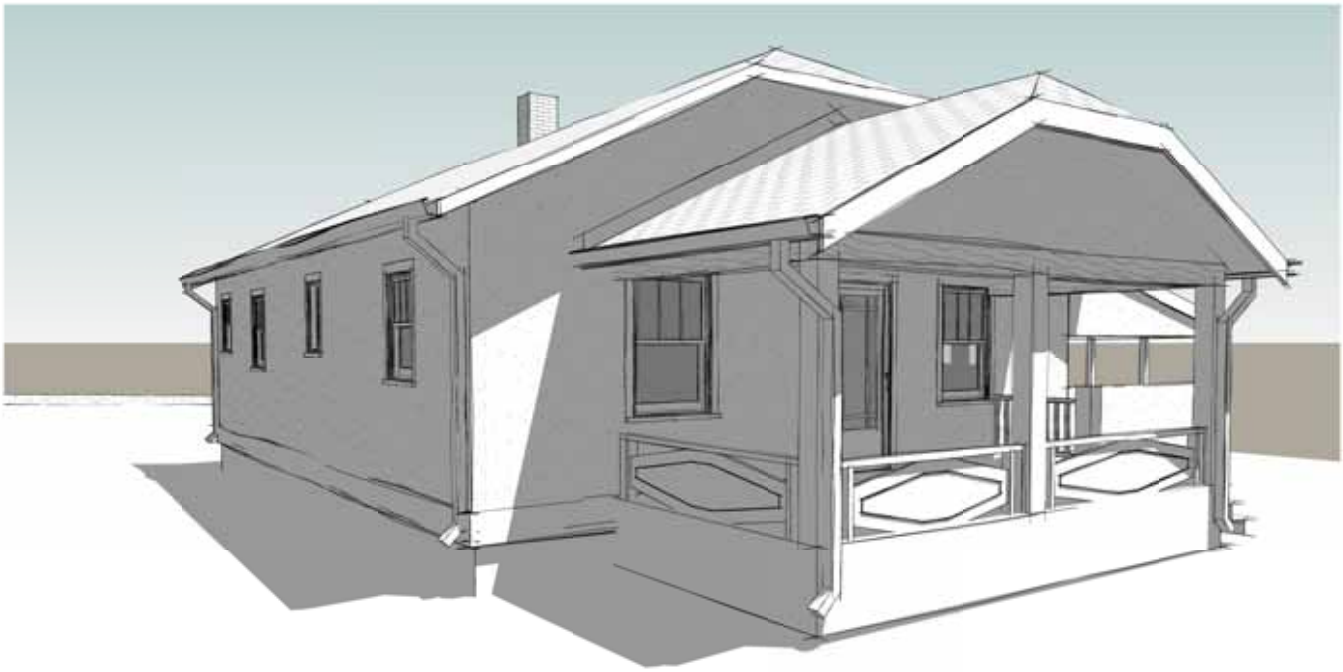
2 A7 SOUTHEAST PERSPECTIVE - PROPOSED

PERSPECTIVES - SOUTHEAST VIEW

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1 A8 SOUTHWEST PERSPECTIVE - EXISTING



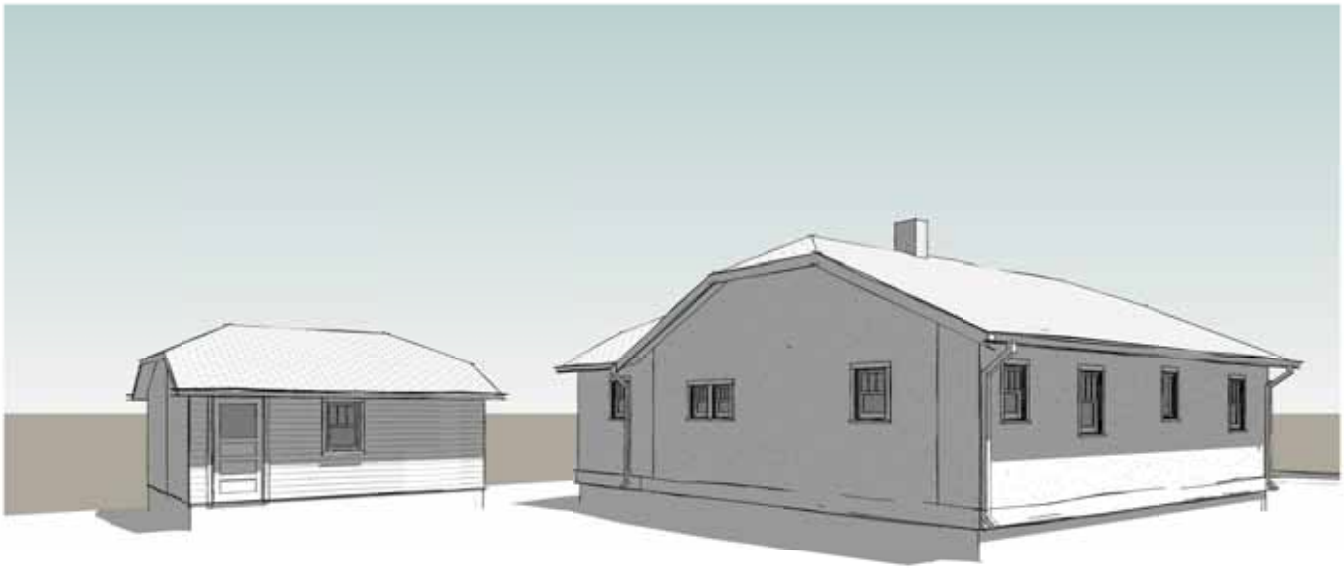
2 A8 SOUTHWEST PERSPECTIVE - PROPOSED

PERSPECTIVES - SOUTHWEST VIEW

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LOUISVILLE, CO 80027
TALBOT WILT & DIANA SERPE

563



1 A9 NORTHWEST PERSPECTIVE - EXISTING



2 A9 NORTHWEST PERSPECTIVE - PROPOSED

PERSPECTIVES - NORTHWEST VIEW

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TALBOT WILT & DIANA SERPE

564

City of Louisville
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Historic Preservation Fund

Grant and Loan Application and Information

(Revised June 2019)

Guidelines

The City of Louisville's Historic Preservation Fund (HPF) and is intended to help retain the character of Historic Old Town Louisville by promoting the preservation and rehabilitation of historic resources.

Staff contact

Felicity Selvoski, Historic Preservation Planner
749 Main St.
Louisville, CO 80027
(303) 335-4594
fselvoski@louisvilleco.gov

Deadlines

There are no application deadlines, although the date of application will determine when the public hearing for a case can occur. Please reach out to staff if there is a specific date you are targeting. Applications will be considered as they are received, but are subject to the availability of funds.

Eligible Applicants

Any owner of a historic resource (at least 50 years old) or resource that helps to define the character of Historic Louisville is eligible to apply to the HPF. "Resources" include, but are not limited to, primary structures, accessory structures, outbuildings, fences, existing or historical landscaping, archaeological sites, and architectural elements of structures.

Owners of property in Historic Old Town Louisville which will experience new construction may also be awarded grants to preserve the character of Historic Old Town. The purpose of these incentives it to limit mass, scale, and number of stories, to preserve setbacks, to preserve pedestrian walkways between buildings, and to utilize materials typical of historic buildings, above mandatory requirements. For additional information on the requirements, please reach out to the Historic Preservation Planner.

Historic Structure Assessments

Prior to any structure being declared a landmark, the property will undergo a building assessment to develop a preservation plan and establish priorities for property maintenance. At a regular meeting, the Historic Preservation Commission will review the building history, application, and relevant information to determine whether there is probable cause to believe the building may be eligible for landmarking. If probable cause is found, the owner will be eligible for a building assessment grant in an amount up to $4,000 (residential properties) and $9,000 (commercial properties) to offset the cost of the assessment.

Landmarking Grants

In addition to the pre-landmarking grant for a structural assessment, landmarked residential properties are eligible for a $5,000 incentive grant and up to $40,000 in matching grant funds for preservation projects for a period of 36 months from when a property is declared a landmark. Commercial landmarked properties are eligible for a $50,000 incentive grant and up to $150,000 in matching grant funds for preservation projects for a period of 36 months from when a property is declared a landmark. For properties showing extraordinary circumstances relating to building size, condition, architectural details, or other unique condition compared to similar Louisville properties, the grant limitations may be exceeded. Please reach out to the Historic Preservation Planner for more information on the grant programs.

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Eligible Costs and Improvements:

Eligible costs include hard costs associated with the physical preservation of historic fabric or elements. Labor costs are eligible IF the work is to be done by someone other than the applicant/owner (whose labor can only be used for matching purposes with an acceptable written estimate). Example eligible improvements:

Repair and stabilization of historic materials:

- Siding
- Decorative woodwork and moulding
- Porch stairs and railing
- Cornices
- Masonry (such as chimney tuckpointing)
- Doors and Windows

Removal of non-historic materials, particularly those covering historic materials:

- Siding, trim and casing
- Porch enclosures
- Additions that negatively impact the historic integrity
- Repair/replacement to match historic materials

Energy upgrades:

- Repair and weather sealing of historic windows and doors
- Code required work

Reconstruction of missing elements or features:

(Based on documented evidence such as historic photographs and physical evidence)

- Porches and railings
- Trim and mouldings
- False-fronts

Ineligible Costs and Improvements:

- Redecorating or any purely cosmetic change that is not part of an overall rehabilitation
- Soft costs such as appraisals, interior design fees, legal, accounting and realtor fees, sales and marketing, permits, inspection fees, bids, insurance, project signs and phones, etc.
- Excavation, grading, paving, landscaping or site work such as improvements to paths or fences unless the feature is part of the landmark designation, except for correcting drainage problems that are damaging the historic resource
- Repairs to additions on non-historic portions of the property
- Reimbursement for owner/self labor (which can count only towards the matching costs)
- Interior improvements, unless required to meet current code
- Outbuildings which are not contributing structures to a landmarked site or district

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Application Review Process

Applications will be screened by Historic Preservation Commission (HPC) staff to verify project eligibility. If any additional information is required, staff will contact the applicant directly. The HPC will evaluate the applications in a public meeting at which the applicant will be allowed to make statements. The HPC will make a recommendation to City Council, and City Council will take final action on the application.

Project Review and Completion

Any required design review or building permits must be obtained before beginning work on the project. If a property has already been landmarked, in some circumstances an Alteration Certificate must be approved by the HPC. Any changes made during the building permit approval process may require additional review by the Historic Preservation Commission, depending on the extent of the changes.

Disbursement of Funds

In most cases, grants will take the form of reimbursement after work has been completed, inspected and approved as consistent with the approved grant application. In planning your project, you should arrange to have adequate funds on hand to pay the costs of the project. Incentives may be revoked if the conditions of grant approval are not met. Under some circumstances, incentives, particularly loans, may be paid prior to the beginning of a project or in installments as work progresses.

Grant/Loan Process Outline

1. Applicant meets with Preservation Planner to discuss the scope of work.
2. Applicant meets with contractors and receives quotes.
3. Applicant submits application and documentation to staff.
4. Staff will review the application for completeness and then schedule the meeting with the HPC. Staff will notifiy applicant of hearing date.
5. Public Notice Sign is posted on property by applicant advertising meeting date and neighbors within 500 feet are notified.
6. The HPC reviews the scope of work and quotes and makes a recommendation to City Council. The applicant must be present to answer questions.
7. Staff will schedule the City Council meeting. The applicant must be present to answer questions. City Council will make the final decision.
8. The grant agreement is signed by the applicant(s) and mayor. At this point, the applicant may apply for a building permit to begin the work outlined in grant agreement.
9. Inspections are completed by Building Department as required. Preservation Planner inspects work for sensitivity to historic structure
10. Applicant submits contractor invoices to staff as work is completed.
11. Staff reviews invoices for completeness and compares with invoice approved by HPC.
12. If approved, staff submits pay request to Finance Department. The check is cut to Applicant.
13. If denied, staff works with applicant to identify reasons for denial and methods of resolution.
14. Applicant to repeat steps 11 through 14 until project is complete.

Incentives from the Historic Preservation Fund may be considered taxable income and applicants may wish to consult with a tax professional.

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Historic Preservation Application

The following information must be provided to ensure adequate review of your proposal. Please type or print answers to each question. Please keep your responses brief but thorough. If you have any questions about the application or application process, please reach out to the Historic Preservation Planner.

TYPE(S) OF APPLICATION

- ☐ Probable Cause Hearing/Historic Structure Assessment
- ☑ Landmark Designation
- ☑ Historic Preservation Fund Grant
- ☐ Historic Preservation Fund Loan
- ☑ Landmark Alteration Certificate
- ☐ Demolition Review
- ☐ Other: _____

1. OWNER/APPLICANT INFORMATION

Owner or Organization

Name(s): Talbot Wilt & Diana Serpe

Mailing Address: 908 Rex Avenue, Louisville, CO 80027

Telephone: (303) 210-9806

Email: talbotwilt@hotmail.com

Applicant/Contact Person (if different than owner)

Name: Andy Johnson

Company: DAJ Design

Mailing Address: 922A Main Street, Louisville, CO 80027

Telephone: 303-527-1100

Email: andy@dajdesign.com

2. PROPERTY INFORMATION

Address: 917 Rex Avenue

Legal Description: Lots 18, 19, & 20, Block 5, Murphy Place

Parcel Number: 157508454009 Year of construction (if known): 1936

Landmark Name and Resolution (if applicable): NA

Primary Use of Property: Single-family Residential

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3. REQUEST SUMMARY

Request for Landmark status with the City of Louisville and request for historic preservation grant funding and approval of an alteration certificate to include an addition to the rear of the house, relocation of the existing garage to comply with zoning, and the conversion of the existing garage to a studio.

4. PROJECT DESCRIPTION (Please do not exceed space provided below.)

a. Provide a brief description of the proposed scope of work.

1. Requesting landmark status of the house.
2. Requesting Historic Preservation Grant Funding (see detailed breakdown)
3. Requesting Alteration Certificate to include:
   - a new covered deck on the east side of the house
   - an addition to the rear of the house
   - relocation of the garage to comply with required setbacks
   - conversion of the garage to a conditioned studio space
   - modifications to the house and garage to restore them to their historic character including windows, doors, siding, and the front porch

b. Describe how the work will be carried out and by whom. Include a description of elements to be rehabilitated or replaced and describe preservation work techniques that will be used.

The historic preservation work will be carried out by Essex Developments, a general contractor licensed in Louisville. The scope of work performed by the GC will include historic house elements such as: replace the existing foundation, new beams and joists to support the existing floor, stabilization of the existing wall and roof framing, new siding to match the original siding, new trim / fascia / soffits to match the original, recreation of the original windows and doors in original locations, regrade around the existing house to ensure proper drainage. The garage will be converted to a studio and will include new framing to stabilize the existing structure, a new foundation and floor, and rehabilitation of the siding.

c. Explain why the project needs historic preservation funds. Include a description of community support and/or community benefits, if any.

The overall cost to conduct historic preservation efforts is substantially greater than razing the entire house and rebuilding entirely new. Utilizing historic preservation funds allows the project to be financially feasible and allows the preservation work to occur. The overall community benefit is the preservation of our historic architectural heritage in Louisville with the restoration and preservation of an entire house as well as an historic garage. No additional community support is being provided outside the scope of the general contractor's work. The overall community benefit is the preservation of our historic architectural heritage in Louisville and specifically the preservation of the Murphy Place neighborhood.

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5. DESCRIPTION OF REHABILITATION *(Attach additional pages as necessary.)*

Name of Architectural Feature:

Describe feature and its condition:	Describe proposed work on feature:
DEMOLITION: The southeast shed roof, wood columns, half-wall, and concrete slab are not historic and are in poor condition.	Proposal to remove the southeast shed roof, columns, half-wall and concrete slab.

Name of Architectural Feature:

Describe feature and its condition:	Describe proposed work on feature:
SITE GRADING & DRAINAGE: The entire perimeter of the house and garage is not graded in compliance with code and poses a threat to the integrity of the foundations. There is negative drainage towards the house and garage in the southeast portion of the lot.	Proposal to create positive drainage away from the house and garage on all sides at the minimum slope required by code.

Name of Architectural Feature:

Describe feature and its condition:	Describe proposed work on feature:
FOUNDATION: The house foundation is poured concrete and is in fair to poor condition. There are cracks and water infiltration in the west side of the foundation caused by poor site drainage. The garage foundation is concrete and is in poor condition as there is negative drainage towards the garage on the south side.	Proposal to temporarily move the house and the garage to the north side of the lot. Proposal to pour new concrete foundations for both structures and place the house and garage on the new foundations. The house location will remain the same while the garage will be moved slightly to comply with the 3' side yard setback.

Name of Architectural Feature:

Describe feature and its condition:	Describe proposed work on feature:
FLOOR FRAMING: The floor framing is in fair condition but member sizing and spans do not meet current code. Wood support beams, columns and the concrete bearing wall are in poor condition. Visible areas of the subfloor are in fair condition with most areas appearing adequate though some areas have water damage and are not level . The concrete slab floor of the garage is in poor condition and appears to have settled or heaved.	Proposal to support the existing floor joists with new additional joists, a new sill plate, new beams, new columns, and new pads as prescribed by a structural engineer. Proposal to repair or replace the subfloor.

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5. DESCRIPTION OF REHABILITATION *(Attach additional pages as necessary.)*

Name of Architectural Feature:

Describe feature and its condition:	Describe proposed work on feature:
WALL AND ROOF FRAMING: The roof framing is in fair condition with higher than allowable deflection and ceiling cracks. The joists are not supported by intermediate walls. The exterior wall framing appears to be in fair condition and is at the maximum height for 2x4 construction.	Proposal to support the existing ceiling joists and roof rafters with new beams, columns, and struts as prescribed by a structural engineer. Proposal to support the exterior wall framing with new studs and new sheathing as prescribed by a structural engineer.

Name of Architectural Feature:

Describe feature and its condition:	Describe proposed work on feature:
ENVELOPE - EXTERIOR WALLS: The original wood dutch cove shiplap siding is found on the entire house beneath the existing stucco siding. Few sample areas are exposed on the exterior with some areas visible in the attic. The condition of the original wood siding is mostly unknown as it is primarily covered up. The original siding on the garage is uncovered and in fair condition.	Proposal to apply new dutch cove siding that matches the original siding over the current stucco siding with a new weather barrier in order to meet code. Proposal to leave the original siding in place as it provides structural support and it would be labor intensive to remove. Alternate proposal to remove the stucco siding and repair / replace the existing, original wood siding. Proposal to repair the original garage wood siding.

Name of Architectural Feature:

Describe feature and its condition:	Describe proposed work on feature:
EXTERIOR APPENDAGES: The covered front porch flooring is plywood, does not drain, and is not properly supported. The railings and columns are not original. The front porch roof and ceiling are sagging as the structure is not properly supported.	Proposal to remove the plywood floor, investigate the floor framing, and repair or replace as necessary. Proposal to remove the columns and railings and replace the columns with tapered columns to match the historic appearance. Proposal to add structural elements to properly support the roof and repair or replace the ceiling.

Name of Architectural Feature:

Describe feature and its condition:	Describe proposed work on feature:
ROOFING & WATERPROOFING: The attic is not vented. The existing gutters and downspouts are in fair condition but do not match the historic style and some areas lack gutters. Some downspout extensions are missing or of inadequate length for proper drainage.	Proposal to add roof venting per code. Proposal to replace all gutters with 1/2 round gutters and replace all downspouts with round downspouts and add gutters and downspouts to areas where necessary. These styles are not historic (the building did not originally have gutters) but this style is more in line with a historic building of this time period.

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5. DESCRIPTION OF REHABILITATION *(Attach additional pages as necessary.)*

Name of Architectural Feature:

Describe feature and its condition:	Describe proposed work on feature:
WINDOWS & DOORS: The wood doors are in fair condition and have newer exterior storm doors. The windows appear to be original, except for the bathroom window. The windows are in poor condition and most do not appear to be fully operable. Several windows are broken or in disrepair. Non-historic storm windows have been added.	Proposal to remove the aluminum storm doors from both doors and to repair and refinish the existing wood doors. Proposal to replace all storm windows. Proposal to replace the bathroom window with a new window that matches the historic size and style in this location. Proposal to fully restore all historic windows, replacing components where necessary.

Name of Architectural Feature:

Describe feature and its condition:	Describe proposed work on feature:
EXTERIOR DETAILS: Wood soffits and fascia are in poor condition as the wood is warped, detached, or splintering in most locations. There are exposed rafter tails on the house and garage. Window and door trim is also wood and in similar poor condition.	Proposal to replace the soffit and fascia throughout with matching historic sizes and locations. Proposal to repair, restore, or replace the window and door trim, frieze board, and skirt board. Proposal to add new corner trim to match the historic character.

Name of Architectural Feature:

Describe feature and its condition:	Describe proposed work on feature:
MECHANICAL, ELECTRICAL, PLUMBING: Mechanical, electrical, and plumbing (MEP) equipment is in fair condition and in most cases does not meet current code. The house is not habitable without improvements to all of these necessities.	Proposal to install new MEP equipment throughout the entire house in compliance with current codes.

Name of Architectural Feature:

Describe feature and its condition:	Describe proposed work on feature:
INSULATION & DRYWALL: Minimal to no insulation exists in the house attic, walls, or floors and is therefore in poor condition. No drywall exists on the house walls or ceiling, the existing lathe and plaster is in fair condition.	Proposal to remove the lathe and plaster in order to insulate the entire house in compliance with current codes. Proposal to add new drywall on all walls and ceilings in compliance with current codes and to satisfy structural wall capacity as prescribed by a structural engineer.

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6. COST ESTIMATE OF PROPOSED WORK

*Please provide a budget that includes accurate estimated costs of your project. Include an **itemized breakdown** of work to be funded by the incentives and the work to be funded by the applicant. Include only eligible work elements. Use additional sheets as necessary.*

Type of Incentive: ■ GRANT ☐ LOAN ☐ BOTH

Feature	Proposed Work to be Funded	Fund Request	Match (M)	Total
A.	DEMOLITION	$5,875	$5,875	$11,750
B.	SITE GRADING & DRAINAGE	$1,175	$1,175	$2,350
C.	FOUNDATION	$36,131	$36,131	$72,262
D.	FLOOR FRAMING	$11,750	$11,750	$23,500
E.	WALL & ROOF FRAMING	$14,688	$14,688	$29,376
F.	ENVELOPE - EXTERIOR WALLS	$17,625	$17,625	$35,250
G.	EXTERIOR APPENDAGES	$2,938	$2,938	$5,876
H.	ROOFING & WATERPROOFING	$6,436	$6,436	$12,926
I.	WINDOWS & DOORS	$34,075	$34,075	$68,150
J.	EXTERIOR DETAILS	$4,113	$4,113	$8,226
K.	INSULATION & DRYWALL	$27,613	$27,613	$55,226
	Total Proposed Work	$ 162,446	$ 162,446	$324,892

For loan requests, indicate total loan request here:	$

If partial incentive funding were awarded, would you complete your project? ■ YES ☐ NO

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7. ADDITIONAL MATERIALS REQUIRED

The following items must be submitted along with this application:

- One set of photographs for each feature as described in Item 4 "Description of Rehabilitation". Digital is preferred.
- A construction bid if one has been completed for your project (recommended).
- Working or scaled drawings, spec sheets, or materials of the proposed work, if applicable to your project.

8. ASSURANCES

The Applicant hereby agrees and acknowledges that:

A. Funds received as a result of this application will be expended solely on described projects, and must be completed within established timelines.

B. Awards from the Historic Preservation Fund may differ in type and amount from those requested on an application.

C. Recipients must submit their project for any required design review by the Historic Preservation Commission and acquire any required building permits before work has started.

D. All work approved for grant funding must be completed even if only partially funded through this incentives program.

E. Unless the conditions of approval otherwise provide, disbursement of grant or rebate funds will occur after completion of the project.

F. The incentive funds may be considered taxable income and Applicant should consult a tax professional if he or she has questions.

G. If this has not already occurred, Applicant will submit an application to landmark the property to the Historic Preservation Commission. If landmarking is not possible for whatever reason, Applicant will enter into a preservation easement agreement with the City of Louisville. Any destruction or obscuring of the visibility of projects funded by this grant program may result in the City seeking reimbursement.

H. The Historic Preservation Fund was approved by the voters and City Council of Louisville for the purpose of retaining the city's historic character, so all work completed with these funds should remain visible to the public.

	06/03/2024
Signature of Applicant/Owner	Date
Signature of Applicant/Owner	Date

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APPENDIX A:
HELPFUL TERMS & DEFINITIONS

BASIC PRESERVATION

The Concept of Significance

A building possessing architectural significance is one that represents the work of a noteworthy architect, possesses high artistic value or that well represents a type, period or method of construction. A historically significant property is one associated with significant persons, or with significant events or historical trends. It is generally recognized that a certain amount of time must pass before the historical significance of a property can be evaluated. The National Register, for example, requires that a property be at least 50 years old or have extraordinary importance before it may be considered. A property may be significant for one or more of the following reasons:

- Association with events that contributed to the broad patterns of history, the lives of significant people, or the understanding of Louisville's prehistory or history.
- Construction and design associated with distinctive characteristics of a building type, period, or construction method.
- An example of an architect or master craftsman or an expression of particularly high artistic values.
- Integrity of location, design, setting, materials, workmanship, feeling and association that form a district as defined by the National Register of Historic Places Guidelines.

The Concept of Integrity "Integrity" is the ability of a property to convey its character as it existed during its period of significance. To be considered historic, a property must not only be shown to have historic or architectural significance, but it also must retain a high degree of physical integrity. This is a composite of seven aspects or qualities, which in various combinations define integrity, location, design, setting, materials, workmanship, feeling and association. The more qualities present in a property, the higher its physical integrity. Ultimately the question of physical integrity is answered by whether or not the property retains a high percentage of original structure's identity for which it is significant.

The Period of Significance Each historic town has a *period of significance*, which is the time period during which the properties gained their architectural, historical or geographical importance. Louisville, for example, has a period of significance which spans approximately 75 years (1880- 1955). Throughout this period of significance, the City has been witness to a countless number of buildings and additions which have become an integral part of the district. Conversely, several structures have been built, or alterations have been made, after this period which may be considered for removal or replacement.

BUILDING RATING SYSTEM

Contributing: Those buildings that exist in comparatively "original" condition, or that have been appropriately restored, and clearly contribute to the historic significance of downtown. Preservation of the present condition is the primary goal for such buildings.

Contributing, with Qualifications: Those buildings that have original material which has been covered, or buildings that have experienced some alteration, but that still convey some sense of history. These buildings would more strongly contribute, however, if they were restored.

Supporting category
These are typically buildings that are newer than the period of historic significance and therefore do not contribute to our ability to interpret the history of Louisville. They do, however, express certain design characteristics that are compatible with the architectural character of the historic district. They are "good neighbors" to older buildings in the vicinity and therefore support the visual character of the district.

Non-contributing building category
These are buildings that have features that deviate from the character of the historic district and may impede our ability to interpret the history of the area. They are typically newer structures that introduce stylistic elements foreign to the character of Louisville. Some of these buildings may be fine examples of individual building design, if considered outside the context of the district, but they do not contribute to the historic interpretation of the area or to its visual character. The detracting visual character can negatively affect the nature of the historic area.

Non-contributing, with Qualifications: These are buildings that have had substantial alterations, and in their present conditions do not add to the historic character of the area. However, these buildings could, with substantial restoration effort, contribute to the downtown once more.

PRESERVATION APPROACHES
While every historic project is different, the Secretary of the Interior has outlined four basic approaches to responsible preservation practices. Determining which approach is most appropriate for any project requires considering a number of factors, including the building's historical significance and its existing physical condition. The four treatment approaches are:

- **Preservation** places a high premium on the retention of all historic fabric through conservation, maintenance and repair. It reflects a building's continuum over time, through successive occupancies, and the respectful changes and alterations that are made.
- **Rehabilitation** emphasizes the retention and repair of historic materials, but more latitude is provided for replacement because it is assumed the property is more deteriorated prior to work.
- **Restoration** focuses on the retention of materials from the most significant time in a property's history, while permitting the removal of materials from other periods.
- **Reconstruction** establishes limited opportunities to re-create a non-surviving site, landscape, building, structure, or object in all new materials.

The Secretary of the Interior's website outlines these approaches and suggests recommended techniques for a variety of common building materials and elements. An example of appropriate and inappropriate techniques for roofs is provided in the sidebars. Additional information is available from preservation staff and the Secretary's website at: www.cr.nps.gov/hps/tps/standguide/index.htm

THE SECRETARY OF THE INTERIOR'S STANDARDS
The Standards are neither technical nor prescriptive, but are intended to promote responsible preservation practices that help protect our Nation's irreplaceable cultural resources. For example, they cannot, in and of themselves, be used to make essential decisions about which features of the historic building should be saved and which can be changed. But once a treatment is selected, the Standards provide philosophical consistency to the work.

DAJDESIGN
ARCHITECTURE+INTERIORS

June 3, 2024

Amelia Brackett-Hogstad
Historic Preservation Planner
City of Louisville
749 Main Street
Louisville, CO 80027

RE: 917 REX HISTORIC PRESERVATION APPLICATION

922A MAIN STREET
LOUISVILLE, CO 80027
T (303) 527-1100
INFO@DAJDESIGN.COM
WWW.DAJDESIGN.COM

Dear Ms. Brackett-Hogstad,

Please find our historic preservation application for 917 Rex Street. Following the Historic Structure Assessment, conducted by DAJ Design, the owners of 917 Rex have elected to preserve the house and garage at 917 Rex in as close to its known original condition as possible with modifications to the rear of the house including a relatively small, single-level addition. Also, we are proposing to add a new basement to the house in order to increase the usable floor area without adding a large, above grade, multi-level addition. Below are the objectives for our application:

Objectives

- Requesting Landmark status for the house and garage.
- Requesting grant funding for historic preservation of the house and the garage.
- Requesting an alteration certificate for the house:
    - Remove the wood railings from the front porch
    - Remove the covered side patio (not historic)
    - New foundation and basement
    - Alterations to the north side of the house to expand and add a rear addition.
- Requesting an alteration certificate for the garage:
    - Refurbish the sliding garage doors and add glass panels
    - New foundation and crawlspace
    - Alterations to the north side of the garage to expand and add a rear addition.
    - Convert to conditioned studio space

The current house sits on an original concrete foundation with the covered front porch completing the original footprint of the house. There is a side porch roof that is not original and this can be removed without affecting the original footprint or massing of the house. There are no other additions to the house in its nearly 90 years of existence.

There is also an historic garage facing, but set back from Rex Street. The garage sits along the east property line and does not conform to the current required side yard setback. The garage is nearly entirely original with a new asphalt roof possibly as the only non-original feature.

The stucco siding on the house, the shiplap siding on the garage, the windows, doors, and trim are all historic features of both the house and garage. All of these items highlight an example of a minimally altered historic house and garage in old town Louisville. However, the above listed features, as well as several structural items, are in need of repair to extend the lifespans of both structures.

Below is an outline of the scope of work for the historic preservation portion of the project. Included in this outline are descriptions illustrating the typical conditions found in other Louisville historic preservation projects with budget costs associated with those scopes of work. The average budget costs are derived from our extensive experience in conducting local historic preservation work.

Proposed Work for Grant Application

- Demolition
  - Remove the non-historic shed roof, columns, walls, & concrete patio in the southeast corner of the house.
  - Remove the interior lath & plaster from the walls so that required structural elements may be installed.
  - Remove windows, doors, and garage doors to be refurbished or replaced.
  - Remove the brick chimney to be replaced.
  - Shore both buildings to be temporarily moved.

- Site Grading & Drainage
  - Rough and final grading of the site to create proper drainage away from the house and garage per soils report.
  - Provide adequate drainage from the gutter and downspout system.

- Foundation
  - Excavation and installation of new concrete foundations for the house and garage.
  - New damp-proofing for both foundations as required by code.
  - New perimeter drains & sump pumps for both foundations as required by code.

- Floor Framing
  - Install the necessary support beams, columns, and floor joists as prescribed by the structural engineer and required by code.

- Wall & Roof Framing
  - Install the necessary support beams, columns, and struts as prescribed by the structural engineer and required by code.

- Envelope - Exterior Walls
  - New weather barrier for house and garage as required by code.
  - New stucco siding for the house to match the historic stucco texture.
  - New shiplap siding with a dutch cove profile for the garage to match the historic wood siding.

- Exterior Appendages
  - Install the necessary support beams, columns, and struts as prescribed by the structural engineer and required by code for the covered front porch roof.
  - Repair / replace the wood finishes at the covered front porch.
  - Replace the covered front porch floor.

- Roofing & Waterproofing
  - Replace the gutters and downspouts at the house and garage.
  - Add roof venting as required by code.

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- Windows & Doors
  - Re-install historically accurate windows and exterior doors in existing wall rough-openings at the house and garage.
  - Re-install the historic sliding garage doors.

- Exterior Details
  - Replace soffits, fascia, and barge rafters at the house and garage.
  - Repair / replace the window and door trim at the house and garage.
  - Repair / replace the frieze boards at the house and garage.
  - Repair / replace the skirt board at the house.
  - Add new corner trim to the garage.
  - Add a new false chimney to match the existing chimney at the house.

- Insulation & Drywall
  - Install new ½" GWB on all interior walls and ⅝" GWB on all interior ceilings with screw attachment specifications by the structural engineer. These are required structural elements for the house and garage.
  - Insulate the house and garage as required by code.

- House Move
  - Temporarily move the house and garage while new concrete foundations are poured.
  - Place both the house and garage on their respective new foundations. The house will be placed back in the current location. The garage will be moved slightly to conform with setback requirements.

- Non-Historic
  - All items not qualifying for grant funding relating to the existing house and garage.
  - Rear addition to the house.
  - New 3-car garage at the north side of the property.

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The below table outlines the 917 Rex project costs delineating the cost differences between total budget costs, typical grant fund requests per item, proposed qualifying costs under the "extraordinary circumstances" provision per item, the grant request amount, and the owner matching funds per item:

Proposed Budgets Qualifying for Grant Funding

Qualifying Items	Total Budget	Fund Request for Typical Items	Qualifying for Extraordinary Circumstances	Grant Request	Grant Match
Demolition	$11,750	$2,500	$9,250	$5,875	$5,875
Site Grading & Drainage	$2,350	$1,500	$850	$1,175	$1,175
Foundation	$72,262	$6,000	$66,262	$36,131	$36,131
Floor Framing	$23,500	$4,000	$19,500	$11,750	$11,750
Wall & Roof Framing	$29,376	$4,000	$25,376	$14,688	$14,688
Envelope - Exterior Walls	$35,250	$5,000	$30,250	$17,625	$17,625
Exterior Appendages	$5,876	$3,500	$2,376	$2,938	$2,938
Roofing & Waterproofing	$12,926	$2,000	$10,926	$6,463	$6,463
Windows & Doors	$68,150	$20,000	$48,150	$34,075	$34,075
Exterior Details	$8,226	$4,000	$4,226	$4,113	$4,113
Insulation & Drywall	$55,226	$0	$55,226	$27,613	$27,613
House Move	$39,750	$0	$39,750	$19,875	$19,875
Non-Historic	$519,364	-	-	-	-
Total Proposed Work	$884,006	$52,500	$272,392	$162,446	$162,446

Percent of project funded by the Historic Preservation Fund: 18.38%

In summary, the requested grant amount is $162,446 between funding for typical items and qualifying extraordinary circumstances. Please contact me if you have any questions.

Warm regards,



Andy Johnson, AIA

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Bridget Bacon
Louisville Historical Museum
Department of Cultural Services
City of Louisville, Colorado
June 2023

City of Louisville
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917 Rex St., Louisville, Colorado

Legal Description: Lots 18-20, Block 5, Murphy Place

Year of Construction: 1936

Summary: French families owned this Bungalow-style house located in Louisville's Frenchtown neighborhood from the 1930s to the 1960s.

History of Murphy Place Subdivision

Peter F. Murphy platted the subdivision of Murphy Place in 1907. He did so as President of the Louisville Realty & Securities Company. It became the location of Louisville's Frenchtown neighborhood, described in the lead article of the Spring 2016 issue of the Louisville Historian, "Being French in Louisville," located here: https://www.louisvilleco.gov/Home/ShowDocument?id=9908 .

Hugo Machin Ownership of Parcel, 1907-1935

In 1907, Louisville Realty & Securities Company sold this parcel (consisting of Lots 18, 19, and 20) to Hugo Machin (1884-1966). Machin lived elsewhere in Louisville and in Boulder, and no evidence was found that would suggest that he built a house on the property. The 1909 Drumm's Wall Map of Louisville does not show a structure on the lots.

Warembourg Ownership, 1935-1942; Date of Construction

In 1935, Hugo Machin sold the parcel at 917 Rex to Victor Warembourg. (The transcription of his name misspelled it as "Waremsbourg" for this transaction only.)

Boulder County gives 1936 as the date of construction for 917 Rex, both on the 1948 Assessor Card and on the Boulder County website. Boulder County has been found to be in error with

respect to the date of construction of some Louisville buildings, so other evidence is looked to. In this case, no evidence indicating an earlier construction date could be located. Also, the fact that Victor Warembourg purchased the parcel in 1935 lends support to 1936 as being the likely construction date. For these reasons, the County's date of construction of 1936 is believed to be correct.

Victor Warembourg (1886-1979) was born in Pas-de-Calais, France. (Records available on Ancestry.com indicate that he was born in the community of either Lens or Sallaumines in Pas-de-Calais; they are adjacent to one another.) He immigrated to the U.S. and to Boulder County in 1906. He joined relatives in the area, and eventually his parents, siblings, and uncle, aunt, and cousins ended up living in the area. In 1912, he married Orpha Gradel (1897-1926), who had been born in Louisville to French parents. They had a son, then two daughters. At the time of the 1930 census (after Orpha had died and before he purchased the lots at 917 Rex), Victor was living on Rex St. in Frenchtown and raising his two daughters, Orpha and Aime, who were ages 14 and 11. Victor was renting a house, likely either 925 Rex or 943 Rex, both of which were along the same block and side of the street as 917 Rex and both of which his parents owned at the time.

The 1940 census shows Victor Warembourg and his daughter, Aime to be living at 917 Rex. The record shows that he was the owner, and although his address was not given, it was listed as being on Rex between 901 Rex and 925 Rex, which is an accurate description of 917 Rex. His occupation was listed as coal miner. In 1942, Victor Warembourg sold 917 Rex to Jules George Regnier and Jules Charles Regnier.

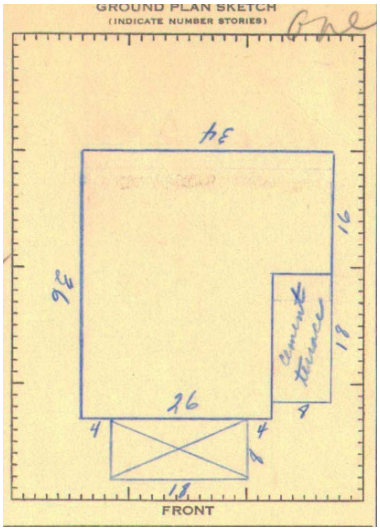
Regnier Family Ownership, 1942-1967

In 1942, Jules George Regnier (1901-1978) and Jules Charles Regnier (born 1934), who were father and son, purchased 917 Rex. It appears that they purchased it for the mother of Jules George Regnier (who was also the grandmother of Jules Charles Regnier). She was born Marie Dussart in Belgium in 1874 and married the man who would be the father of her children, who also had the name Jules Regnier, in 1891; he was French and he died in 1940. She remarried to George Brignand, a widower, in 1942. The reason for the house to have been owned by her family members instead of by her directly may have been due to an intention to keep the home in the Regnier family even after her remarriage.

Marie and George Brignand lived together at 917 Rex. He died in 1952 and Marie continued to have the house as her residence until her death in 1967.

The following photo and ground layout are from the 1948 County Assessor card for 917 Rex:





The Oct. 9, 1964 *Louisville Times* reported that "Mrs Maria Brignand celebrated her 90th birthday Oct. 2 at her home at 917 Rex street, when she was remembered with cards and gifts from friends and relatives. Helping her enjoy ice cream and cake in the evening were her sons, Albert and James Regnier of Erie, Jules Regnier of Longmont and their wives, and Arthur Regnier of Dublin, Calif.; her granddaughter and family, Mr. and Mrs. Charles Waneka and Mark and Marilyn of Lafayette. Although Mrs. Brignand is in a wheel chair because of a broken hip, she lives alone, cooks, washes, irons, bakes bread and pies, enjoys TV and reads everything."

Cox Ownership, 1967-1987

In 1967, following the death of their mother and grandmother Marie Brignand, Jules George Regnier and Jules Charles Regnier sold 917 Rex to Charles and Doris Cox.

When the Coxes went to sell 917 Rex, this item appeared in the *Louisville Times* (July 29, 1987): "The Charm of this manicured 'vintage' 3 bedrm older home is emphasized by hardwood floors,

Original honey-pine trim, benfranklin fireplace & 2 Huge covered porches! 2 Car garage plus workshop too!! Lower 80's."

Later Owners

Later owners included John and Mary Nozykowski, Christopher & Carol Wood, Lyn Ernest & Randa Marino, and Thomas Pathe & Lori Lynette Chase.

The following photo of 917 Rex is one of three that were taken in 2017 by a Monarch High School student as part of a photography project to photograph Frenchtown homes for the Louisville Historical Museum:



The County lists Michael Talbot Wilt and Diane M. Serpe as being the current owners.

Past Architectural Survey

According to the 2018 report "Stories in Places: Putting Louisville's Residential Development in Context" (Microsoft Word - Final Louisville Residential Context_111918 (louisvilleco.gov)), written by PaleoWest Archaeology for the City of Louisville, 917 Rex is an example of the Bungalow style. It stated, "The Bungalow form is the second-most common style or form of single-family residence in Louisville's historical subdivisions. In general, these kinds of houses appear to be some of the least-modified in modern times. Yet, a smaller percentage (69 percent) of Bungalows have been documented in Louisville than any other nineteenth-century style or form." PaleoWest then went on to recommend that the "stucco example at 917 Rex" be one of the houses for the City of Louisville to document (page 148). PaleoWest then did document this house as part of a later survey project currently being finalized.

The preceding research is based on a review of relevant and available online County property records, census records, oral history interviews, Louisville directories, and Louisville Historical Museum maps, files, and obituary records.

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HISTORIC STRUCTURAL ASSESSMENT

917 REX STREET, LOUISVILLE, COLORADO

July 27, 2023



Evaluated by:

Andy Johnson, AIA
DAJ Design
922A Main Street, Louisville, CO 80027
303-527-1100; andy@dajdesign.com

This Project was paid for by the Louisville Preservation Fund grant.
State Survey Number 5BL14298

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1.0 INTRODUCTION

1.1 RESEARCH BACKGROUND / PROJECT PARTICIPANTS

DAJ Design conducted an Historic Structural Assessment for the structure located at 917 Rex Street, Louisville, Colorado to determine its feasibility as a candidate for historic landmark designation as defined under the Historic Preservation program of the City of Louisville. The structure is a residential property. The City of Louisville Historic Preservation Commission found probable cause that the building may be eligible for landmarking under criteria in section 15.36.050 of the Louisville Municipal Code. Therefore, the Commission approved the Historic Structural Assessment to be paid for by the Louisville Preservation Fund grant.

The primary purpose of this HSA is to evaluate the property's current condition and to identify preservation priorities for the best use of rehabilitation funds. DAJ Design inspected 917 Rex visually to identify areas of necessary maintenance and repair. It is possible that complications exist that were not visible and therefore it is recommended that the property owner includes contingency funding in any repair budget.

DAJ Design inspected 917 Rex on June 5th, 2023, and returned with Glenn Frank Engineering on July 6th, 2023, for a follow-up structural visit. The weather for the initial visit was warm and sunny. The weather for the follow-up visit was partially overcast and humid. Adequate access to the basement was available, though not all areas were entirely visible. Adequate access to the attic was available, though not all areas were entirely visible. Additionally, there are three detached structures on the property including a garage, a shed, and a root cellar. These structures were not inspected beyond taking note of the exterior condition.

LIST OF CONSULTANTS AND SOURCES:

STRUCTURAL ENGINEER
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PO BOX 20708
BOULDER, CO 80308
303.554.9591

SOURCES
"Louisville Historic Preservation Commission Staff Report," June 26, 2023.

1.2 BUILDING LOCATION

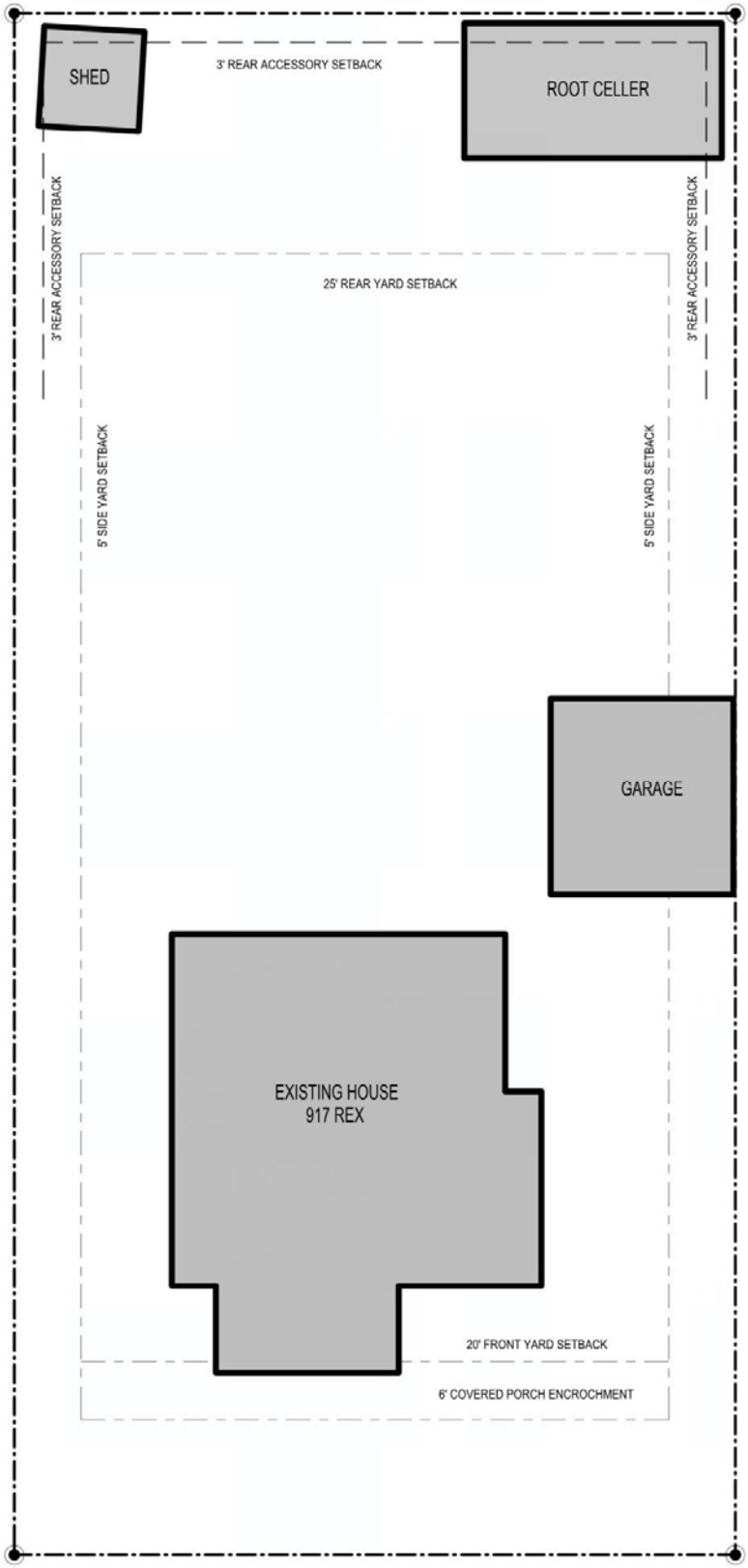
VICINITY MAP



LEGAL DESCRIPTION

Lots 18,19, & 20, Block 5, Murphy Place

SITE PLAN


SHED
3' REAR ACCESSORY SETBACK
ROOT CELLER
3' REAR ACCESSORY SETBACK
3' REAR ACCESSORY SETBACK
25' REAR YARD SETBACK
5' SIDE YARD SETBACK
5' SIDE YARD SETBACK
GARAGE
EXISTING HOUSE
917 REX
20' FRONT YARD SETBACK
6' COVERED PORCH ENCROCHMENT

2.0 HISTORY AND USE

The following report was written by Bridget Bacon of the Louisville Historical Museum.

917 Rex St., Louisville, Colorado

Legal Description: Lots 18-20, Block 5, Murphy Place

Year of Construction: 1936

Summary: French families owned this Bungalow-style house located in Louisville's Frenchtown neighborhood from the 1930s to the 1960s.

History of Murphy Place Subdivision

Peter F. Murphy platted the subdivision of Murphy Place in 1907. He did so as President of the Louisville Realty & Securities Company. It became the location of Louisville's Frenchtown neighborhood, described in the lead article of the Spring 2016 issue of the Louisville Historian, "Being French in Louisville," located here: https://www.louisvilleco.gov/Home/ShowDocument?id=9908 .

Hugo Machin Ownership of Parcel, 1907-1935

In 1907, Louisville Realty & Securities Company sold this parcel (consisting of Lots 18, 19, and 20) to Hugo Machin (1884-1966). Machin lived elsewhere in Louisville and in Boulder, and no evidence was found that would suggest that he built a house on the property. The 1909 Drumm's Wall Map of Louisville does not show a structure on the lots.

Warembourg Ownership, 1935-1942; Date of Construction

In 1935, Hugo Machin sold the parcel at 917 Rex to Victor Warembourg. (The transcription of his name misspelled it as "Waremsbourg" for this transaction only.)

Boulder County gives 1936 as the date of construction for 917 Rex, both on the 1948 Assessor Card and on the Boulder County website. Boulder County has been found to be in error with respect to the date of construction of some Louisville buildings, so other evidence is looked to. In this case, no evidence indicating an earlier construction date could be located. Also, the fact that Victor Warembourg purchased the parcel in 1935 lends support to 1936 as being the likely construction date. For these reasons, the County's date of construction of 1936 is believed to be correct.

Victor Warembourg (1886-1979) was born in Pas-de-Calais, France. (Records available on Ancestry.com indicate that he was born in the community of either Lens or Sallaumines in Pas-de-Calais; they are adjacent to one another.) He immigrated to the U.S. and to Boulder County in 1906. He joined relatives in the area, and eventually his parents, siblings, and uncle, aunt, and cousins ended up living in the area. In 1912, he married Orpha Gradel (1897-1926), who had been born in Louisville to French parents. They had a son, then two daughters. At the time of the 1930 census (after Orpha had died and before he purchased the lots at 917 Rex), Victor was living on Rex St. in Frenchtown and raising his two daughters, Orpha and Aime, who were ages 14 and 11. Victor was renting a house, likely either 925 Rex or 943 Rex, both of which were along the same block and side of the street as 917 Rex and both of which his parents owned at the time.

The 1940 census shows Victor Warembourg and his daughter, Aime to be living at 917 Rex. The record shows that he was the owner, and although his address was not given, it was listed as being on Rex between 901 Rex and 925 Rex, which is an accurate description of 917 Rex. His occupation was listed as coal miner. In 1942, Victor Warembourg sold 917 Rex to Jules George Regnier and Jules Charles Regnier.

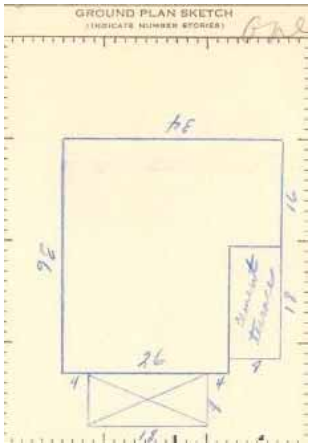
Regnier Family Ownership, 1942-1967

In 1942, Jules George Regnier (1901-1978) and Jules Charles Regnier (born 1934), who were father and son, purchased 917 Rex. It appears that they purchased it for the mother of Jules George Regnier (who was also the grandmother of Jules Charles Regnier). She was born Marie Dussart in Belgium in 1874 and married the man who would be the father of her children, who also had the name Jules Regnier, in 1891; he was French, and he died in 1940. She remarried to George Brignand, a widower, in 1942. The reason for the house to have been owned by her family members instead of by her directly may have been due to an intention to keep the home in the Regnier family even after her remarriage.

Marie and George Brignand lived together at 917 Rex. He died in 1952 and Marie continued to have the house as her residence until her death in 1967.

The following photo and ground layout are from the 1948 County Assessor card for 917 Rex:





The Oct. 9, 1964, *Louisville Times* reported that “Mrs. Maria Brignand celebrated her 90th birthday Oct. 2 at her home at 917 Rex street, when she was remembered with cards and gifts from friends and relatives. Helping her enjoy ice cream and cake in the evening were her sons, Albert and James Regnier of Erie, Jules Regnier of Longmont and their wives, and Arthur Regnier of Dublin, Calif.; her granddaughter and family, Mr. and Mrs. Charles Waneka and Mark and Marilyn of Lafayette. Although Mrs. Brignand is in a wheel chair because of a broken hip, she lives alone, cooks, washes, irons, bakes bread and pies, enjoys TV and reads everything.”

Cox Ownership, 1967-1987

In 1967, following the death of their mother and grandmother Marie Brignand, Jules George Regnier and Jules Charles Regnier sold 917 Rex to Charles and Doris Cox.

When the Coxes went to sell 917 Rex, this item appeared in the *Louisville Times* (July 29, 1987): “The Charm of this manicured ‘vintage’ 3 bedrm older home is emphasized by hardwood floors, original honey-pine trim, benfranklin fireplace & 2 Huge covered porches! 2 Car garage plus workshop too!! Lower 80's.”

Later Owners

Later owners included John and Mary Nozykowski, Christopher & Carol Wood, Lyn Ernest & Randa Marino, and Thomas Pathe & Lori Lynette Chase.

The following photo of 917 Rex is one of three that were taken in 2017 by a Monarch High School student as part of a photography project to photograph Frenchtown homes for the Louisville Historical Museum:



The County lists Michael Talbot Wilt and Diane M. Serpe as being the current owners.

Past Architectural Survey

According to the 2018 report “Stories in Places: Putting Louisville’s Residential Development in Context” (Microsoft Word - Final Louisville Residential Context_111918 (louisvilleco.gov)), written by PaleoWest Archaeology for the City of Louisville, 917 Rex is an example of the Bungalow style. It stated, “The Bungalow form is the second-most common style or form of single-family residence in Louisville’s historical subdivisions. In general, these kinds of houses appear to be some of the least modified in modern times. Yet, a smaller percentage (69 percent) of Bungalows have been documented in Louisville than any other nineteenth-century style or form.” PaleoWest then went on to recommend that the “stucco example at 917 Rex” be one of the houses for the City of Louisville to document (page 148). PaleoWest then did document this house as part of a later survey project currently being finalized.

The preceding research is based on a review of relevant and available online County property records, census records, oral history interviews, Louisville directories, and Louisville Historical Museum maps, files, and obituary records.

2.1 ARCHITECTURAL SIGNIFICANCE & CONSTRUCTION HISTORY

The residential property at 917 Rex was built in 1936 and is a typical bungalow of the Louisville area. In 2023 the structure is clad in stucco, although evidence remains of the original painted wood siding existing beneath. The house retains its original foundation and clipped gables on all major roof forms, including the front porch. A car port was added in 1980 but does not significantly alter the historic integrity of the building.

The primary façade faces south to Rex Street and the original form of the house is apparent when viewed from Rex Street. The house does not appear to have had any major structural additions and maintains the original footprint. The addition of a covered patio to the east elevation alters the original massing, though this could be removed without affecting the historic fabric.

917 Rex has the potential to be restored to a high degree of architectural integrity when compared to historic photos dated 1948. Overall, the home is poorly maintained, with items that require prioritization, as outlined in the analysis of this report. The original house is essentially intact with very few modifications since the build date in 1936. Based on site measurements and observations, it is believed that the original wood siding, likely Dutch cove, is present under the existing stucco. Further investigative deconstruction has the potential to reveal a larger extent of original materials.

917 Rex is not listed on the National, State, or Local Register.

Primary Changes Occurring Over Time:

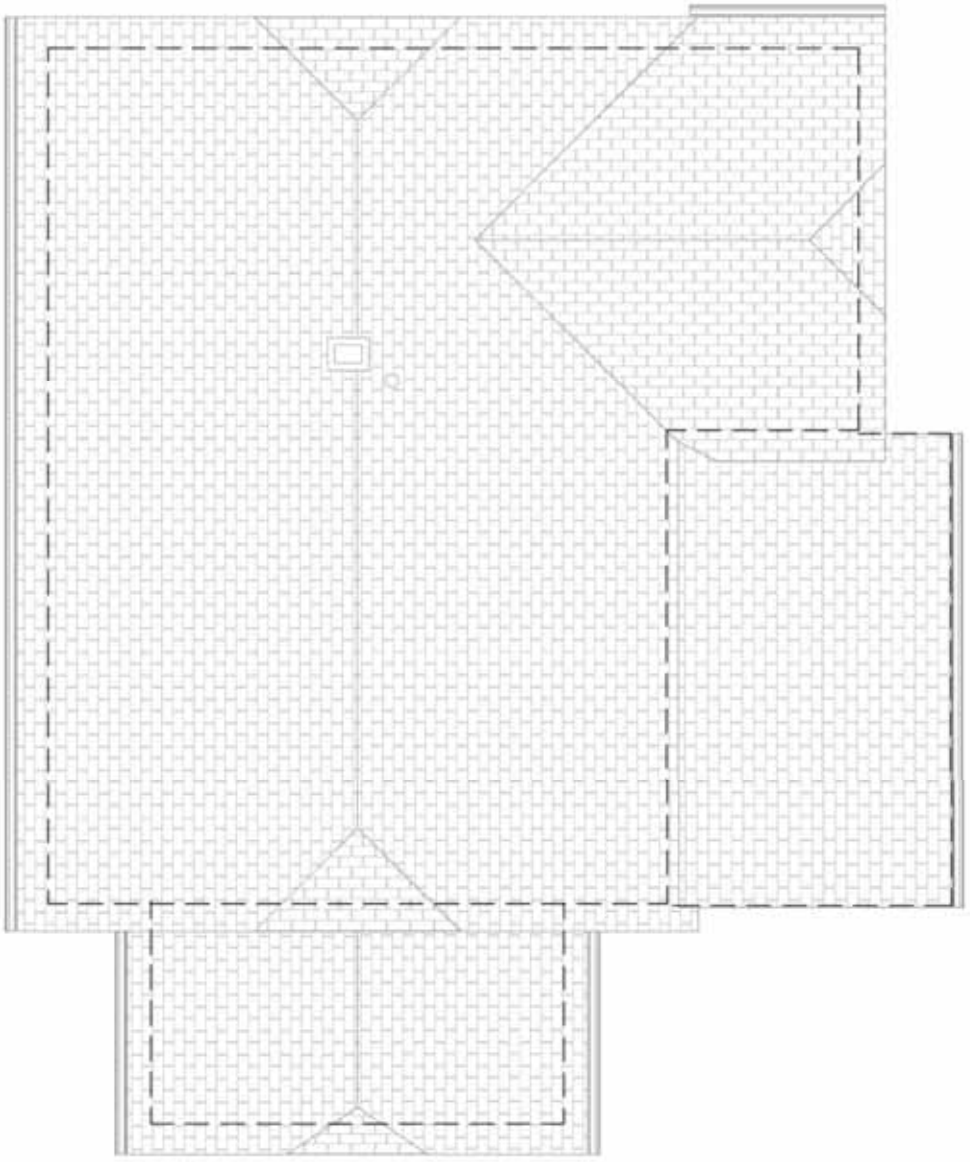
- Original house & front porch (RED): 1936
- East porch (ORANGE): Pre-1948
  - Reconstructed 1985
- Garage constructed: Pre-1948
- Detached Root Cellar: Unknown, likely ca. 1936
- Stucco siding: Pre-1948
- New asphalt roof: 2018


PRIMARY BEDROOM
11' 4" X 14' 10"
KITCHEN
13' 8" X 11' 9"
DN
MUDROOM
7' 7" X 11' 6"
DINING ROOM
13' 6" X 12' 5"
BATH
7' 9" X 10' 10"
BEDROOM 1
11' 4" X 10' 2"
LIVING ROOM
13' 6" X 10'

2.2 FLOOR PLANS



Main Level Floor Plan



Roof Plan

2.3 PROPOSED USE

There is no proposed change of use at this time.

3.0 STRUCTURE CONDITION ASSESSMENT

3.1 SITE

ASSOCIATED LANDSCAPE FEATURES

Description:

917 Rex is set on 3 typical downtown Louisville lots each approximately 25 feet wide by 125 feet deep, running lengthwise in the north-south direction and totaling approximately 9,375 square feet. The property is bordered on the south by Rex Street, to the east and west by residential properties, and on the north by an alley. The house sits in the south half of the lot, set back from the right-of-way. A wood fence encloses the north and south sides of the lot. Fences of various materials and heights run the length of the property on the north and south sides, and partially enclose the east side of the lot from the alley.

Approximately 1/3 of the lot is covered by the building footprint, located in the eastern 2/3 of the site. The building is set back approximately 50 feet from both the east and west property lines. Also found on the site is a garage, former chicken coop, and shed. The total lot coverage of all buildings is approximately 1/3 of the site. Additionally, there are several concrete slabs between the outbuildings and the alley, as well as concrete walks running the length of the east side of the property.

The front yard and the yard between the house and garage are primarily sod with a few mature trees scattered throughout, primarily along the west side of the lot.



Condition Evaluation:

Overall, the landscape features are in fair condition with the primary issues being overgrown mature trees and concrete flatwork that has heaved in several areas. None of the listed features meet historic requirements, nor were any historic features discovered, and therefore assessment was minimal.

Recommendations:

No recommendations at this time.

GRADING

Description:

Overall, the site is relatively flat with slight grade changes apparent in some areas. Grade generally slopes down from Rex Street towards the alley, creating negative drainage on the south side of the garage. Additionally, it appears that negative drainage slopes towards the west side of the house, with water infiltration into the basement observed during the site visit. It is unclear the extent of the grading issue in this area as there are several yard items concealing grade.

Around the house, no finish materials are in contact with grade and the foundation was exposed around the entire perimeter.





Condition Evaluation:

The overall site grading is in poor condition, as signs of damage caused by poor or negative drainage were observed and reported in the basement. Ideally, the grading around the house should be a minimum of 6 inches below the top of the foundation and slope away from the foundation for at least the first 5 feet. Due to the nature of the lot, it is unrealistic that these requirements may be achieved.

Recommendations:

1. Continue to monitor the drainage around the perimeter of the house. The perimeter should be observed after snow and significant rain events to assess for any areas of pooling water.
2. All areas where grade slopes towards the house, particularly along the west elevation, should be regraded to direct water away from the house foundation.

PARKING

Description:



A detached, two-car garage faces south towards the street and is set back towards the rear of the house. A garage is listed on the 1948 Boulder County Assessor's card that is likely the garage that exists in 2023. Based on the historic detailing, the garage was probably built at or near the same time as the main house. The garage is wood framed, likely with 2x4 lumber. The roof rafters are 2x4 lumber with a clipped gable and exposed rafter tails on the west and east ends. The garage has the original Dutch cove siding and original sliding doors. There are a window and door on the west side and two windows on the north side.

An asphalt driveway on the east of the lot can accommodate approximately three cars. The asphalt is significantly cracked and heaving throughout. The garage and driveway yield approximately five parking spaces on the site.

Condition Evaluation:

The garage is in fair condition. Minimal assessment of this structure was made due to the lack of information of the date of construction. It is difficult to determine if the garage is supported by a foundation, though a concrete foundation of some type did appear to be present in a few areas. Around the perimeter of the garage, the wood siding is in contact with grade creating several areas of rotting wood. It was difficult to fully assess the condition of the garage framing due to finish materials applied throughout. What was observed indicated 2x wall studs likely on regular spacing with a double top plate, 2x ceiling joist and rafters at 24 inches on-center with tapered ceiling joists bearing on the top plate. Additionally, the wood siding is in fair condition. Several areas of siding are in contact with grade causing the wood to rot. Similarly, the garage doors are in poor condition due to the negative grading at the south side of the garage and the garage door hardware no longer allows for the garage doors to operate properly.

Recommendations:

1. The garage should continue to perform adequately for its intended use. Consult a structural engineer if any modifications are to be made.
2. Further exploration of the condition of the garage framing should be made. This will likely require removal of insulation and finish materials. All wood framing, particularly the sill plate, should be inspected for rot and assessed by a licensed structural engineer.
3. Repair, refinish, or replace the garage siding.
4. Repair, refinish, or replace the garage doors.
5. See recommendations in section 3.2 below for other garage recommendations not listed above.

3.2 STRUCTURAL SYSTEM

GENERAL STRUCTURAL SYSTEM DESCRIPTION

FOUNDATION SYSTEMS

Description:

The house foundation was observed from within the original basement and crawlspace areas. Access to the basement is through a staircase in the northeast corner of the house. The basement appears to be original to the house and has a ceiling height of about seven feet. The foundation is a poured concrete wall throughout, as observed from the exterior. Some areas of the foundation were covered with finish material within the basement and where therefore minimally assessed. Additionally, a concrete wall runs north to south approximately down the center of the basement and supports the main floor framing above.



Foundation cracking viewed from the exterior.

The northeast corner of the house is constructed over a crawlspace. Access to the crawlspace is through a north facing wall hatch, adjacent to the basement stairs. The crawlspace foundation is constructed with the same materials and techniques as the basement foundation. The crawlspace foundation appears to have been poured at the same time as the basement foundation, indicating that the entire foundation and footprint of the house is original.

It is difficult to determine if the detached garage is supported by a foundation, though a concrete foundation of some type did appear to be present in a few areas which appeared to be independent of the garage slab system.

It could not be determined what type of footings support the basement, garage, and crawlspace foundation walls, if any. There is a concrete slab floor throughout the basement of unknown thickness.

Condition Evaluation:

The poured concrete perimeter foundation walls at the house are in fair to poor condition. Not all of the foundation walls could be fully analyzed as finish materials have been applied. A majority of the foundation was not showing cracks and there were minimal drywall cracks inside the home, indicative of a fair performing foundation system. However, concrete cracking was observed in a few areas around the exterior of the home. In addition, water infiltration has been observed on the west foundation wall. The access was limited at this location, and we were unable to determine if the water infiltration was due to improper exterior grading at this location or due to any cracks in the foundation wall at this location.



Central foundation wall with openings for ductwork.

Recommendations:

1. The basement, crawlspace, and garage foundation walls showed various signs of damage that require further evaluation. No additional load should be added to the existing foundation system without a full analysis of the current foundation walls/footings.
2. Continually monitor the main floor walls for signs of foundation distress such as cracking or improper door operation. Wall cracks were observed within the wall finish on the main level. However, it is unclear if these cracks were caused by the foundation or because the wall finish appears to have been applied directly over the original plaster walls. If further signs of cracking are detected, these areas should be evaluated by a licensed engineer and repaired as needed.
3. The foundation wall in the northwest area of the house showed signs of cracking or deterioration. This area is where water infiltration has been observed. Further remediation measures such as filling the crack with epoxy, affecting the exterior grade, and monitoring the crack to determine if the crack is expanding or growing should be implemented.
4. The footings were not visible during the observation and should be verified and evaluated prior to any remodel or new construction.
5. Exterior cracks and breaking of concrete were noted at the north-east corner of the house. These cracks could be indicative of deflection within the height of the foundation wall, this area should be further assessed by a licensed structural engineer. Further measures such as filling the crack with epoxy and monitoring the crack or adding vertical bracing may be recommended to prevent further cracking or deflection.
6. New footings are likely needed to support the point and distributed loads from the roof framing as specified in the recommendations of the 'Roof framing systems' section of this report.
7. The crack on the south side of the south wall at the front porch needs further investigation. It is our understanding that this is an infill wall at the front porch roof and deck were supported by beam and post system with foundation elements below the posts. However, the access here was limited to verify this installation and it is our recommendation that further investigation be conducted at this area and repairs must be provided as needed by a licensed engineer.

FLOOR & CEILING SYSTEMS

Description:

The floor framing above the basement and crawlspace areas is constructed of rough-sawn 2x6 floor joists running east-west. The floor joist spacing varies between 12 inches on-center and 16 inches on-center. The floor joists bear on a 2x sill plate on the original foundation at all perimeter areas. The floor joists are spliced mid-span and supported by a (3) 2x6 dropped header that spans across openings but is otherwise supported continuously by a concrete wall running north-south, roughly centered in the basement and beneath the bearing walls above. Additionally, the floor joists are supported intermittently with beams and columns of various wood materials. These columns bear directly on a concrete slab floor and do not appear to have any footings.



The floor joists support 1x8 skip sheathing with a layer of 1x3 tongue-and-groove hardwood finish floor. Based on historic techniques, it is likely that the skip sheathing boards were used to form the foundation.

Condition Evaluation:

The 2x6 floor joists are in fair condition and the size of the joists are typical for houses built around the same time in the Louisville area. The joist sizing and spacing do not meet minimum IRC code requirements for today's standards. The floor on the main level felt soft and bulging in the living room area, indicating that the floor framing needs further strengthening.

The beam above the foundation wall at approximately at the center of the basement appears to be performing poorly due to addition of new openings in the foundation wall below at several locations.



Floor joist supports were added where the foundation wall was opened up.

The floor sheathing and finish flooring in most of the house are in fair condition. The flooring appears to be performing adequately, but there are several areas on the main floor that are bulging (and may need additional exploration) and there are a few areas of water damage as observed on the main floor. The floor sheathing does meet minimum IRC code requirements for today's standards and appears to be performing adequately.

The existing slab at the detached garage appeared to have settled/heaved during its lifetime as indicated by the soil gathered above the sill plate at the exterior garage walls.

Recommendations:

1. The existing floor joist are over-spanned per current IRC code; new floor joist should be sistered to the existing floor joists or new beam lines should be added to the main floor system to support the existing floor joist at mid-span. Special attention should be given to the connections between the foundation walls, floor joists, beams, and beam supports. No additional load should be added to the existing floor framing. All repairs should be coordinated with a licensed structural engineer.
2. The existing beams and beam supports at approximately the center of the basement should be replaced or reinforced. The best method is to construct new beams and beam supports that support the existing floor joists and remove the existing beams and beam supports as prescribed by a licensed structural engineer. These new supports should bear on new or existing footings as prescribed by a licensed structural engineer and located at a depth as specified by a licensed geotechnical engineer.
3. Refinish or replace the flooring where signs of water damage have occurred.
4. New beams may need to be added to support the point and distributed loads from the roof framing as specified in the recommendations of the 'Roof Framing Systems' section of this report.
5. The garage slab appears to be performing poorly by experiencing settling and heaving during its lifetime as indicated by the soil gathered above the sill plate at the exterior garage walls. This is not a structural item but further investigation by a geotechnical engineer is recommended to provide any repairs as needed and to avoid any damage to the structural elements of the garage. In addition, the condition of the garage sill plate and studs should be evaluated by a licensed engineer as some rotting of the wood at these members was observed on site, likely due to the soil that gathered above the sill plate in a few locations. It is likely that the sill plate will need to be replaced and additional studs be added where rotting was observed.

ROOF FRAMING SYSTEMS

Description:

The roof framing over the original house forms a north-south facing clipped gable with a similar lower gable facing east, in the northeast corner of the house. A nested clipped gable forms the front porch roof. All roof forms appear to be original. Access to the attic is through an attic hatch in the main floor ceiling. The east facing gable structure was not visible for observation. The front porch roof structure was minimally visible for observation through a hatch adjacent to the main roof attic space.

The main roof and porch roof ceiling joists are 2x4 at 16 inches on-center and the rafters are 2x4 at 24 inches on-center. The rafters and joists are not attached at the ends due to differences in spacing. The main ceiling joists are spliced along the central wall below. Each main roof rafter is braced with various lumber materials either vertically or diagonally. The bracing roughly supports the rafters along the midspan and in a few instances bear on walls below. Additionally, the rafters are not supported by a ridge plate. Collar ties were not present in the attic.

The porch roof rafters are also supported midspan, but this bracing is not supported below, bears at the center of the porch ceiling, and is the likely cause of the ceiling sagging in this area.

The original skip sheathing was visible from the attic, and a layer of OSB sheathing was observed above. The skip sheathing is 1x6 with 1-2 inch gaps. The thickness of the OSB sheathing could not be determined. From the exterior, the roof does not appear to be significantly sagging.

The carport roof structure is composed of 2x6 rafters at 16 inches on-center. The rafters are supported by a 4x12 beam, which bears on 4x4 posts at irregular spacing.



Main gable roof framing with access hatch to front porch roof framing.

Condition Evaluation:

The roof is in fair condition and is constructed of typical materials and methods for houses built around the same time in the Louisville area. There is no evidence of water damage where the roof was able to be observed. There is no visible evidence of damaged or poor performing rafters, but the ceiling joists were exhibiting higher than allowable deflection. A crack through the ceiling drywall was observed in the bedrooms on either side of the bathroom in the main floor area. The roof rafters are supported with a 2x4 vertical at this location where the cracks occur.

There are no intermediate walls to help support ceiling joists and roof members above the front porch. As a result, sagging of the ceiling was observed at the front porch.

The connection of the porch roof framing on the east side of the house could not be verified due to installation of finish material.









Recommendations:

The roof and ceiling structure are not to current code standards. The roof and ceiling system has shown higher than allowable deflection and if not revised will likely perform in a similar manner. Some of the following items should be considered to further solidify roof structure performance.

1. The roof structure over the east facing gable should be observed by a licensed structural engineer. This area was not accessible during the site visit. Some investigative destruction will be necessary for this area to be properly assessed.
2. Hurricane clips (or toe-nails) may need to be added where roof framing members bear on exterior walls to meet the minimum IRC code requirements of today.
3. Collar ties are needed at the garage roof and main house roof to be in compliance with current IRC code for prescriptive roof framing.
4. It is not recommended to add additional roofing materials such as an additional layer of shingles (code allows for up to two layers), or solar panels without the additional structural support mentioned above. Additionally, any energy upgrades, such as increased insulation in the attic, could result in prolonged snow retention on the roof and could ultimately affect roof performance without first completing structural reinforcement.
5. Additional beams are needed in the attic area to support the roof framing where roof braces are supported down to ceiling joists. This is mainly needed approximately at the mid-span of the rafters on either side of the gable where 2x verticals are used to support the roof rafters. These beams will require support in the wall system and likely would require new foundation support in the basement. This must be coordinated with a licensed structural engineer.
6. Additional ceiling joists and rafters or a center beam line is required at the porch roof on the south side of the building to reduce the sagging at the mid-span of the ceiling at this location. This must be coordinated with a licensed structural engineer.
7. Additional rafters may need to be added to the porch roof on the east side of the building to meet the minimum IRC code requirements. This must be coordinated with a licensed structural engineer.



Shed roof framing over patio in southeast corner of the house.

3.3 ENVELOPE – EXTERIOR WALLS

EXTERIOR WALL CONSTRUCTION

Description:

The wall framing was not exposed for review. The wall framing is likely a 2x4 stud wall with studs on regular spacing (site measurements support this assumed wall thickness). Although not observed, site measurements support the existence of a ¾" sheathing layer. This is also supported by the Boulder County Assessor's card which indicates a sheathing layer. Beneath the stucco it is highly probable that there is a layer of historic siding, likely Dutch cove wood lap siding that would match the garage. The interior surfaces of the walls are all plaster over lathe, as supported by site measurements. Most rooms have a texture atop the plaster.

Condition Evaluation:

Since the wall structure was not exposed for observation, we are unable to evaluate the condition or determine if there is any structural damage. The wall heights are approximately 8' 4" which is an acceptable height for 2x4 wood stud construction. Wall finish cracks were observed on several of the interior wall surfaces. The cause of this cracking could be from foundation movement or from delaminating texture layers.

Recommendations:

Without the opportunity to observe the exterior wall structure, we do not have any recommendations currently. If the opportunity presents itself, the exterior walls should be assessed by a licensed structural engineer. The owner is to note that the walls will need to be evaluated if any remodels or additional load is to be added. It is likely that additional studs may need to be added for the increased loads above in combination with the wind load on the building.

EXTERIOR FINISHES

Description:

The entirety of the house is clad in painted stucco. The stucco was most likely added ca. 1940's, as was common in the Louisville area. The 1948 Assessor's card image shows the stucco surface. Areas of damaged stucco appear to show a wood siding beneath, which would be consistent with the garage and other historic homes of similar dates around the Louisville area. It is likely that the original wood siding still exists beneath the stucco across the entire house and that the wood siding was attached directly to the wall framing. Additionally, all window trim is nearly flush with the stucco surface, further indicating that the stucco was applied directly over original wood siding. Furthermore, wood siding appeared to be present in the gable ends as seen in the attic.







Since the Garage is clad in Dutch cove siding, it is likely that this is the type of siding underneath the stucco. However, there is also precedent for the stucco being original, given the comparatively late build date of 1936.

Condition Evaluation:

The stucco siding is in fair condition. There are a few water-damaged areas and some areas of cracking, particularly at the base of the stucco.

Recommendations:

Investigative deconstruction is recommended in an inconspicuous area to determine if siding exists beneath the stucco cladding. If so, it is recommended that the stucco siding be removed from the entire house. With the removal of the stucco siding, it is likely that an original wood siding will be exposed. Repair, refinish, or replace the original wood siding.

Alternately, if the stucco is determined to be original, repair and restore as necessary.

EXTERIOR MASONRY

Description:

A brick chimney is present on the west side of the gable ridge. The brick chimney is likely original and runs through the house to the basement.

Condition Evaluation:

The chimney is in fair condition.

Recommendations:

No recommendations at this time.

EXTERIOR APPENDAGES





Description:

A covered porch is attached to the front of the house and appears to be original based on construction techniques and available information. The porch is pictured on the assessor's card and matches the detailing of the main structure. The porch appears to sit on a concrete slab, although a layer plywood floor prohibits analysis of the main, original floor structure. The floor appears to slope evenly away from the house for drainage The columns are wrapped 8x8 posts which likely replace original battered columns. The railings are not original and were likely added ca. 1960. It is possible the original house did not have railings, but if they existed, it would have most likely been a low enclosed wall. The front porch ceiling is stucco, matching the main house siding. There might be an original beadboard celling beneath the stucco.

A carport was added to the east elevation of the building in 1985, according to building records. The carport rafters are 2x6 supported by a 4x8 beam. The carport rests directly atop a concrete slab which may have once held a coal bunker, as is noted on the 1948 assessor's card. The 4x4 posts supporting the carport are placed irregularly and sit directly on the concrete slab.

Condition Evaluation:

The front porch floor appears to be a single layer of plywood sitting on concrete and is in poor condition with significant water damage. Though the floor slopes, it does not properly drain water that has caused damage over the lifespan of the floor. The original floor was impossible to analyze but is likely concrete formwork. It is possibly that the concrete floor structure is in a deteriorated state and that the plywood floor was added as a remedy. The front porch railings are in poor condition with missing moldings and water damage to the wood. It is unknown when the railings were installed, but they are neither original nor stylistically appropriate to the period of significance. The covered front porch ceiling is in poor condition. The ceiling is sagging in the center, possibly caused by poor weight distribution of the roof structure. Some cracking in the stucco ceiling has occurred.

Recommendations:

1. Remove the non-original plywood floor to access the original concrete floor and evaluate its condition. The original floor structure should be evaluated and repaired as prescribed by a licensed structural engineer.
2. Replace the current columns with new tapered wood columns and caps based on other historic examples that can be found throughout the Louisville area.
3. Investigative deconstruction should be used to determine the original finish of the porch ceiling. Depending on the results of this analysis, the stucco ceiling should be restored or replaced with beadboard, if originally present.
4. Remove the carport as it is non historic, in poor condition, and poorly constructed. Removing the carport would significantly improve the historic integrity of the home.

3.4 ENVELOPE – ROOFING & WATERPROOFING

ROOFING SYSTEMS

Description:

The entire house roof is covered with an asphalt composite shingle roof that was added in 2019, according to building records. This roof was likely replaced due to hail damage, as was common in the Louisville area at this time. The 1948 Boulder County Assessor's card shows that in 1948 the roof material was wood shingles.

There are no roof vents observed anywhere on the house.



Condition Evaluation:

The asphalt composition shingle roof is in good condition.

Recommendations:

Consider adding roof venting to provide for adequate air circulation and attic venting.

SHEET METAL FLASHING

Description:

Metal flashing is present where the covered front porch roof meets the original house exterior south walls This flashing is applied over the stucco and was likely added when the new asphalt shingle roof was installed in 2019.



Condition Evaluation:

The metal flashing is in good condition.

Recommendations:

No recommendations at this time.

PERIMETER FOUNDATION DRAINAGE

Description:

A perimeter foundation drain was not observed during the inspection. Due to the construction period and construction methods used, it is unlikely that a perimeter foundation drain exists.

DRAINAGE SYSTEM, GUTTERS & DOWNSPOUTS

Description:



Painted white, k-style gutters are found throughout the entire house and covered front porch. The gutters are located at the end of all eaves in appropriate locations and of appropriate lengths for adequate water collection.

2x3 downspouts are located throughout and appear to be of an adequate amount for proper drainage where located.

Where the downspouts meet grade, downspout extensions are attached in most locations.

Condition Evaluation:

The gutters are in fair condition. In the southeast corner of the upper roof, there are short eave lengths that do not have gutters. These areas will likely lead to water damage of the fascia and possibly stucco siding. The downspouts are in fair condition as they appear to be of an adequate amount and in proper locations. Gutter extensions should be lengthened in some areas. Additionally, all downspout extensions should be maintained to discharge water away from the perimeter of the house and therefore limit the amount of water near the foundation.

Recommendations:

1. Add adequate downspout extensions to all downspouts.
2. Ensure that all gutters, downspouts, and downspout extensions are maintained to discharge water away from the building foundation and are kept clear of debris.
3. Add gutters and downspouts to the southeast corner of the main roof after removing the carport.
4. The gutters and downspouts are not historic. Consider replacing the gutters with ½ round gutters and the downspouts with round downspouts. Though not historic, these styles will more appropriately match the historic nature of the house.

SKYLIGHTS / CUPOLAS

Description:

There are no skylights or cupolas.

3.5 WINDOWS & DOORS

DOORS

Description:

The front door is a stained wood door with a three quarter-lite and wood divided lites. Additionally, the front door has an aluminum, full-lite storm door. Although not pictured in the 1948 Boulder County Assessor's card, the door may be original since it fits the frame which maintains consistent trim inside and out. However, based on other nearly identical houses in the Louisville area, the current door may be a replacement for a ¼ lite wood craftsman style door as this is commonly seen on similar buildings.

The side entrance door to the mudroom is a ¼ -lite painted wood door with three panels below. Although not pictured in 1948, the door again appears to be original based on the consistent trim and construction. The hardware appears to be original. This door also has an aluminum, full-lite storm door.



Front door.



Side door.

Condition Evaluation:

The two wood doors are in fair condition. Both wood doors work properly and appear to create acceptable seals. The aluminum storm doors are in fair condition and appear to operate properly.

Recommendations:

1. Remove the aluminum storm doors from both doors. These doors are in well covered areas that do not need storm doors for weather protection. If screen doors are desired, a minimally framed screen door could be added.
2. Repair and refinish both wood doors.

WINDOWS

Description:

All the window openings and window units appear to be original, with the exception of the bathroom window. The original bathroom window was replaced with an aluminum slider style window, likely due to water damage. It is unclear if the window in the bathroom is the original size, or if this unit matched the size of the other units throughout the house. The remainder of the windows are single-hung, wood windows with counterweights and a three-lite top pane. Additionally, all of the windows have aluminum storm windows that were added at some point to the exterior but are not original.

Window operability was not tested, though some windows were open during the site visit. It appears that some, if not most of the windows are not fully operable.



Original window and aluminum storm window



Original wood window as viewed from the interior.



Replacement aluminum slider window.

Condition Evaluation:

All of the windows are in poor condition, and most do not appear to be fully operable. The storm windows were not tested but also appear to be in poor condition, as several areas are broken and falling apart.

Recommendations:

1. Remove the aluminum slider window in the bathroom and replace it with a new unit matching the 1948 image. For durability in a wet area, this window should be constructed of fiberglass, with an exterior appearance that matches the historic windows.
2. Remove the aluminum storm windows from all windows. Consider replacing with new wood storm windows of minimal visual impact. These windows should be removable, with an option for bug screens installed in their place during the warmer months.
3. The historic wood windows should be fully restored. New components will likely need to be used and current energy code should be followed. Ensure that all restored windows are fully operable and match the original window style and operation.

3.6 EXTERIOR DETAILS

SOFFIT & FASCIA

Description:

Soffits do not exist on the house. The 2x4 rafter tails and roof sheathing are exposed and painted. 2x8 fascia is used at the gable ends and 2x6 fascia is used at all eaves. The exposed rafter tails and fascia are plumb cut. All soffits and fascia appear to be original or replaced to match the original.

Condition Evaluation:

The soffits and fascia are in poor condition. The wood is warped, detached, or splintering in most locations.

Recommendations:

The fascia should be replaced throughout the entire house and with matching fascia size and profile.

TRIM

Description:

No corner trim is visible on the main house, though it exists on the garage. This suggests the house may have once had corner trim, if it was originally sided in wood siding. Any corner trim likely was removed when the stucco was added. The corner trim on the garage appears to be standard 4-inch trim which would have been the same size used on the house. On the house, there is a four-inch frieze board which runs around the perimeter of the building. Where the frieze board meets the corners, the trim is cut, further indicating the historic presence of corner trim. Additionally, at the base of the stucco, there is a 9 ½ inch skirt board.

All the window and door trim are the same throughout the house. The window and door trim are picture framed with four-inch-wide jambs and headers and a 2x sill. The 2x sill is cut flush to the sides of the trim. At the header, there is a small drip cap, likely installed with the stucco. Additionally, the stucco is flush with the window and door trim.

Condition Evaluation:

The trim is in poor condition, showing signs of deferred maintenance, areas of unfinished wood and water damage.

Recommendations:

1. Repair, replace or restore the window and door trim, frieze board, and skirt board as necessary.
2. If the stucco is removed, reinstate 1x4 corner trim that matches the garage.

ORNAMENTATION

Description:

Ornamentation does not exist on the house, nor does it appear to have existed in historical photographs.

3.7 MECHANICAL SYSTEMS

HEATING & AIR-CONDITIONING

Description:

Heating is provided to the entire house through a gas-fired forced-air furnace located in the basement. The furnace is atmospherically vented through the chimney. Rigid ductwork runs throughout the basement to original vents servicing the main floor. The original vents are located at the junction of the floor and wall and appear to be of adequate size and locations to serve the entire house. Additionally, there is a wood burning stove in the living room that is vented through the attic.

No means of air conditioning was observed.

Condition Evaluation:

The furnace and air delivery system appear to be in good condition but were not tested.

Recommendations:

No recommendations at this time.

WATER SERVICE, PLUMBING, & SEWER UTILITIES

Description:

A standard 50-gallon, gas-fired water heater is located in the basement and is atmospherically vented through the chimney. The water delivery system is copper piping, and the waste lines are a mix of ABS plastic and cast-iron. The waste line exits the house as a cast-iron pipe on the east side of the house, in the northern corner. No sewer cleanouts were found in the yard, though it is likely that the sewer line runs to the alley. Additionally, there is no fire sprinkler system in the house. According to building records, the water heater was replaced in 2023.



Condition Evaluation:

The water heater, supply and waste lines, and sewer appear to be in good condition, but were not tested.

Recommendations:

No recommendations at this time.

3.8 ELECTRICAL SYSTEMS

ELECTRICAL SERVICE & PANELS

Description:

Electrical service to the house is brought in overhead from the alley to the north side of the house. The electrical meter is located on the north exterior of the house with the main breaker panel located in a small closet in the northwest bedroom.



Condition Evaluation:

The electrical service was not tested during the site visit but appears to be in working condition. The locations of the electrical panels present difficulties in servicing and they are not properly protected.

Recommendations:

The electrical service panels should be replaced by a licensed electrical engineer with a single 200-amp panel located in a safe area where it can be serviced and meets all current adopted electrical codes.

ELECTRICAL DISTRIBUTION SYSTEM

Description:

Electrical distribution throughout the house appears to be Romex. However, a significant amount of knob and tube wiring was observed in the attic. It is unclear if the knob and tube wiring is still being used to any extent, or if it has been abandoned. The Romex wiring would have been upgraded at an unknown date, but possible was not upgraded throughout the entire house.



Extensive knob and tube wiring in the attic.

Condition Evaluation:

The electrical distribution was not tested during the site visit but appears to be in good condition.

Recommendations:

The knob and tube wiring should be tested by a licensed electrical engineer. If it is determined that the knob and tube wiring is still being used, consider replacing with new wiring that meets current code standards. If the knob and tube wiring is still in use, it presents a possible fire hazard. If the knob and tube wiring has been abandoned, no action is necessary.

LIGHTING

Description:

A possibly historic light fixture is installed in the center of the front porch celling. A flood light fixture is present on the east elevation. Neither light fixture was tested.

Condition Evaluation:

It is unclear as to the condition of the light fixtures as none were tested. It is possible that the light fixture on the front porch meets historic requirements.

Recommendations:

No recommendations at this time.

4.0 ANALYSIS AND COMPLIANCE

4.1 HAZARDOUS MATERIALS

Due to the age of the building, the finish coatings may contain lead-based paint and asbestos may be present in the plaster topcoat. A professional evaluation should be conducted to determine the presence of any hazardous materials.

4.2 MATERIALS ANALYSIS

Does not apply.

4.3 ZONING CODE COMPLIANCE

Notes:

- It is recommended that the owner have a survey of the property conducted to verify the *Lot Size*. All *Lot Coverage* and *Floor Area Ratio* percentages are based on the actual property size and are subject to change from what is specified in this report.
- Building area square footages are taken from:
  - Boulder County Property Records (R)
  - As-built measurements as measured from the interior face of wall, by DAJ Design (M)
- Some areas are taken from the Boulder County Property Records. These records are found to be inaccurate at times. All areas are subject to change based on actual measurements.
- Only the main floor of the house was measured by DAJ Design as this is the main historic structure located on the specified property.

Legal Description:	Lots 18,19, & 20, Block 5, Murphy Place, City of Louisville, County of Boulder, State of Colorado
Year Built (Main House):	1936
Lot Dimensions:	Approx. 75' x 125'
Lot Size:	9,305 sf (ISP)
Zoning:	RM (one residential unit per 3,500sf) Property is subject to the Old Town Overlay Zoning District Regs

Areas of levels in square feet (sf):

First (above ground) finished area:	1021 sf (M)
Basement (below ground) area:	881 sf (M)
Front porch area:	137 sf (M)
Side porch area:	227 sf (M)
Detached garage area:	390 sf (R)
Detached root cellar area:	311 sf (R)
Detached shed area:	109 sf (R)

Allowable Building Height (from existing grade):

Primary Structure:	27'
Accessory Structure:	20'

Lot Coverage:			
Existing:	2,262 sf	24.3%	House, Garage, Root Cellar, & Shed
Allowable:	2,791.5 sf	30%	529.5 sf remain
Preservation:	3,256.75 sf	35%	994.75 sf remain
Landmark:	3,722 sf	40%	1,460 sf remain
Floor Area Ratio:			
Existing:	1,520 sf	16.3%	First floor, Garage, & Shed
Allowable:	3,256.75 sf	35%	1,736.75 sf remain
Preservation:	3,722 sf	40%	2,202 sf remain
Landmark:	4,187.25 sf	45%	2,667.25 sf remain

Setbacks:		
Front:	20’	(could be different depending on the front of neighboring house locations)
Front Porch:	14’	(6’ encroachment into front yard & street side yard setback)
Rear:	25’	
Side (interior lot line):	7’	
Accessory Rear:	3’	
Accessory Side:	3’	

5.0 PRESERVATION PLAN

5.1 PRIORITIZED WORK

CRITICAL DEFICIENCY

- All areas where grade slopes towards the house, particularly along the west elevation, should be regraded to direct water away from the house foundation.
- Add adequate downspout extensions to all downspouts.
- Investigative deconstruction is recommended in an inconspicuous area to determine if siding exists beneath the stucco cladding. If so, it is recommended that the stucco siding be removed from the entire house. With the removal of the stucco siding, it is likely that an original wood siding will be exposed. Repair, refinish, or replace the original wood siding. Alternately, if the stucco is determined to be original, repair and restore as necessary.
- At the front porch, remove the non-original plywood floor to access the original concrete floor and evaluate its condition. The original floor structure should be evaluated and repaired as prescribed by a licensed structural engineer.
- Replace the current columns with new tapered wood columns and caps based on other historic examples that can be found throughout the Louisville area.
- Investigative deconstruction should be used to determine the original finish of the porch ceiling. Depending on the results of this analysis, the stucco ceiling should be restored or replaced with beadboard, if originally present.
- Remove the carport as it is non historic, in poor condition, and poorly constructed. Removing the carport would significantly improve the historic integrity of the home.
- Additional beams are needed in the attic area to support the roof framing where roof braces are supported down to ceiling joists. This is mainly needed approximately at the mid-span of the rafters on either side of the gable where 2x verticals are used to support the roof rafters. These beams will require support in the wall system and likely would require new foundation support in the basement. This must be coordinated with a licensed structural engineer.
- Additional ceiling joists and rafters or a center beam line is required at the porch roof on the south side of the building to reduce the sagging at the mid-span of the ceiling at this location. This must be coordinated with a licensed structural engineer.
- Collar ties are needed at the garage roof and main house roof to be in compliance with current IRC code for prescriptive roof framing.
- The existing floor joist are over-spanned per current IRC code; new floor joist should be sistered to the existing floor joists or new beam lines should be added to the main floor system to support the existing floor joist at mid-span. Special attention should be given to the connections between the foundation walls, floor joists, beams, and beam supports. No additional load should be added to the existing floor framing. All repairs should be coordinated with a licensed structural engineer.
- The existing beams and beam supports at approximately the center of the basement should be replaced or reinforced. The best method is to construct new beams and beam supports that support the existing floor joists and remove the existing beams and beam supports as prescribed by a licensed structural engineer. These new supports should bear on new or existing footings as prescribed by a licensed structural engineer and located at a depth as specified by a licensed geotechnical engineer.
- Refinish or replace the flooring where signs of water damage have occurred.
- New footings are likely needed to support the point and distributed loads from the roof framing.
- The crack on the south side of the south wall at the front porch needs further investigation. It is our understanding that this is an infill wall at the front porch roof and deck were supported by beam and post system with foundation elements below the posts. However, the access here was limited to verify this installation and it is our recommendation that further investigation be conducted at this area and repairs must be provided as needed by a licensed engineer.

- Exterior cracks and breaking of concrete were noted at the north-east corner of the house. These cracks could be indicative of deflection within the height of the foundation wall, this area should be further assessed by a licensed structural engineer. Further measures such as filling the crack with epoxy and monitoring the crack or adding vertical bracing may be recommended to prevent further cracking or deflection.
- The foundation wall in the northwest area of the house showed signs of cracking or deterioration. This area is where water infiltration has been observed. Further remediation measures such as filling the crack with epoxy, affecting the exterior grade, and monitoring the crack to determine if the crack is expanding or growing should be implemented.
- The basement, crawlspace, and garage foundation walls showed various signs of damage that require further evaluation. No additional load should be added to the existing foundation system without a full analysis of the current foundation walls/footings.
- Remove the aluminum storm doors from both doors. These doors are in well covered areas that do not need storm doors for weather protection. If screen doors are desired, a minimally framed screen door could be added.
- Repair and refinish both wood doors.
- Remove the aluminum slider window in the bathroom and replace it with a new unit matching the 1948 image. For durability in a wet area, this window should be constructed of fiberglass, with an exterior appearance that matches the historic windows.
- Remove the aluminum storm windows from all windows. Consider replacing with new wood storm windows of minimal visual impact. These windows should be removable, with an option for bug screens installed in their place during the warmer months.
- The historic wood windows should be fully restored. New components will likely need to be used and current energy code should be followed. Ensure that all restored windows are fully operable and match the original window style and operation.
- The fascia should be replaced throughout the entire house and with matching fascia size and profile.
- Repair, replace or restore the window and door trim, frieze board, and skirt board as necessary.
- If the stucco is removed, reinstate 1x4 corner trim that matches the garage.

SERIOUS DEFICIENCY

- Ensure that all gutters, downspouts, and downspout extensions are maintained to discharge water away from the building foundation and are kept clear of debris.
- Add gutters and downspouts to the southeast corner of the main roof after removing the carport.
- Consider adding roof venting to provide for adequate air circulation and attic venting.
- Additional rafters may need to be added to the porch roof on the east side of the building to meet the minimum IRC code requirements. This must be coordinated with a licensed structural engineer.
- The roof structure over the east facing gable should be observed by a licensed structural engineer. This area was not accessible during the site visit. Some investigative destruction will be necessary for this area to be properly assessed.
- The garage slab appears to be performing poorly by experiencing settling and heaving during its lifetime as indicated by the soil gathered above the sill plate at the exterior garage walls. This is not a structural item but further investigation by a geotechnical engineer is recommended to provide any repairs as needed and to avoid any damage to the structural elements of the garage. In addition, the condition of the garage sill plate and studs should be evaluated by a licensed engineer as some rotting of the wood at these members was observed on site, likely due to the soil that gathered above the sill plate in a few locations. It is likely that the sill plate will need to be replaced and additional studs be added where rotting was observed.
- The footings were not visible during the observation and should be verified and evaluated prior to any remodel or new construction.
- Continually monitor the main floor walls for signs of foundation distress such as cracking or improper door operation. Wall cracks were observed within the wall finish on the main level. However, it is unclear if these cracks were caused by the foundation or because the wall finish appears to have been applied directly over the original plaster walls. If further signs of cracking are detected, these areas should be evaluated by a licensed engineer and repaired as needed.
- Repair, refinish, or replace the garage siding.
- Repair, refinish, or replace the garage doors.
- Further exploration of the condition of the garage framing should be made. This will likely require removal of insulation and finish materials. All wood framing, particularly the sill plate, should be inspected for rot and assessed by a licensed structural engineer.
- Hurricane clips (or toe-nails) may need to be added where roof framing members bear on exterior walls to meet the minimum IRC code requirements of today.
- The gutters and downspouts are not historic. Consider replacing the gutters with ½ round gutters and the downspouts with round downspouts. Though not historic, these styles will more appropriately match the historic nature of the house.
- Continue to monitor the drainage around the perimeter of the house. The perimeter should be observed after snow and significant rain events to assess for any areas of pooling water.
- The electrical service panels should be replaced by a licensed electrical engineer with a single 200-amp panel located in a safe area where it can be serviced and meets all current adopted electrical codes.
- The knob and tube wiring should be tested by a licensed electrical engineer. If it is determined that the knob and tube wiring is still being used, consider replacing with new wiring that meets current code standards. If the knob and tube wiring is still in use, it presents a possible fire hazard. If the knob and tube wiring has been abandoned, no action is necessary.

MINOR DEFICIENCY

- It is not recommended to add additional roofing materials such as an additional layer of shingles (code allows for up to two layers), or solar panels without the additional structural support mentioned above. Additionally, any energy upgrades, such as increased insulation in the attic, could result in prolonged snow retention on the roof and could ultimately affect roof performance without first completing structural reinforcement.
- The garage should continue to perform adequately for its intended use. Consult a structural engineer if any modifications are to be made.
- If the opportunity presents itself, the exterior walls should be assessed by a licensed structural engineer. The owner is to note that the walls will need to be evaluated if any remodels or additional load is to be added. It is likely that additional studs may need to be added for the increased loads above in combination with the wind load on the building.

5.2 PHASING PLAN

A phasing plan is not available at this time.

5.3 ESTIMATE OF PROBABLE COST OF CONSTRUCTION

A probable cost of construction is not available at this time.

6.0 PHOTOGRAPHS AND ILLUSTRATIONS



2023 South Elevation



1948 Boulder County Assessor's Card Image



2023 Southwest Corner

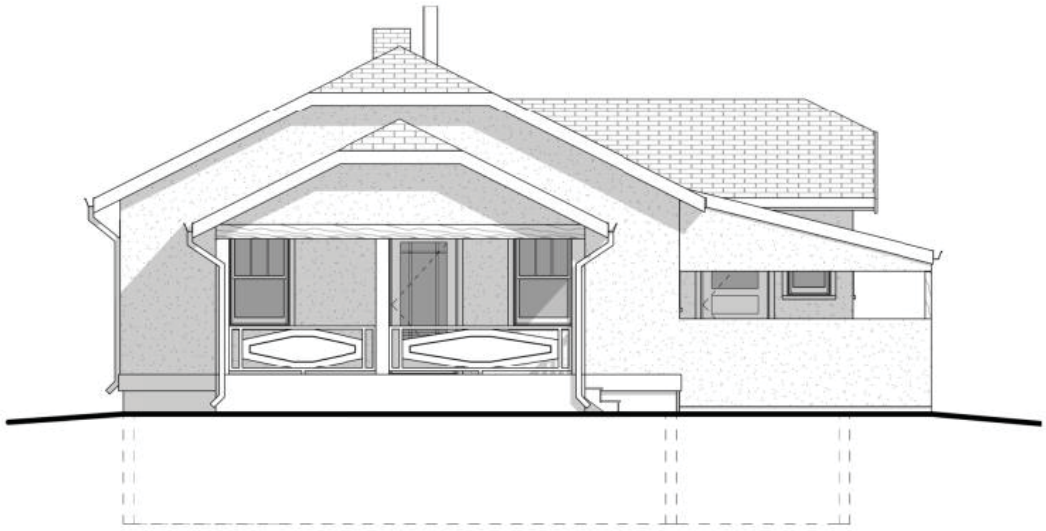


2023 Southeast Corner

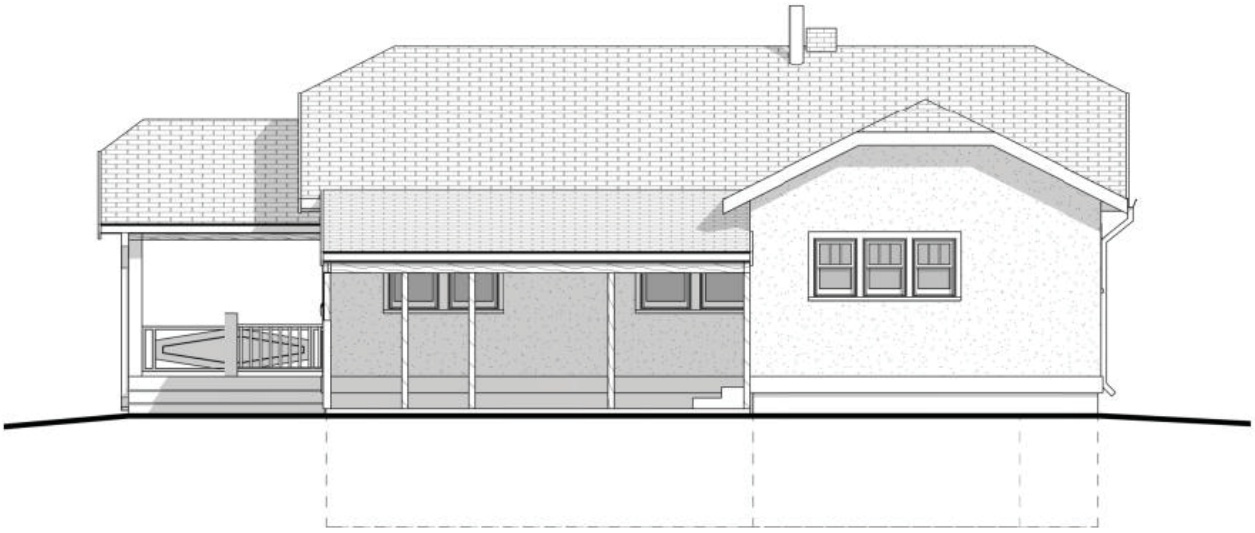


2023 North Elevation

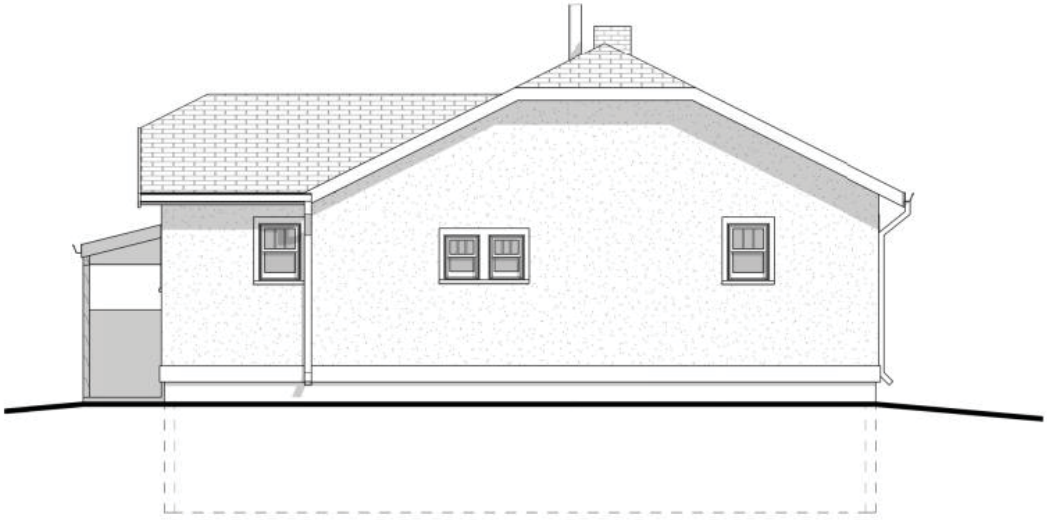
ELEVATIONS



South Elevation



East Elevation



North Elevation



West Elevation

Glenn Frank Engineering
Engineering Structures that Endure

Structural Engineering Consultants
P.O. BOX 20708
Boulder, Colorado 80308
303.554.9591

July 21, 2023

Attn: Josh Johnston
DAJ Design
Louisville, CO

Dear Josh,

We visited the residence at 917 Rex Street, Louisville, CO on July 6, 2023 to review the existing building for the purpose of documenting and evaluating the existing structure. It was at this time that we reviewed the building with DAJ Design and coordinated our findings with the report created by DAJ Design.

On July 21, 2023 we reviewed the final report and made any necessary modifications to the structural sections. All findings, evaluations and recommendations are in the report. Below, in this letter, are our structural conclusions and a summary of our scope of work. Please feel free to contact us for any further information.

Structural Conclusions:

A. In our professional opinion, the building's structure is adequate for its continued safe use. The construction does not meet all modern code standards; however, it has performed adequately up to this point. We recommend that a licensed Structural Engineer be retained to further evaluate the structure, provide the repairs recommended in each of the sections of this report and assist in any modifications to the structure proposed by the owner and an architect.

Please see the recommendations sections of the report for any required or recommended structural recommendations, to be completed by a licensed structural engineer and contractor.

It is also important to note that a significant portion of the building's structure was not exposed for our review. There may be damaged structure that we were not able to observe due to finish materials. Also, additional cosmetic imperfections could arise, which is normal for an old structure.

B. An extreme event occurring at the site, such as a tornado, a serious (rare) earthquake or other unforeseen event could significantly damage the structure. But this is also true for most old structures in Louisville and is only mentioned for completeness of this report.

C. The drainage around the home should be addressed to allow for water to flow away from the building. Poor drainage could result in water infiltration or excessive movement and damage to the foundation and wood framing.

Glenn Frank Engineering
Engineering Structures that Endure

Structural Engineering Consultants
P.O. BOX 20708
Boulder, Colorado 80308
303.554.9591

Summary and Limitations:

A. Summary:

1. The goal of our site observation and the structural portion of the report is to provide an overview of the building's structure and foundation and identify areas where remedial work in the near future is prudent.

2. The recommended remedial measures are intended to promote the building's continued safe use and are not intended to eliminate all existing and potential future cosmetic defects.

B. Limitations:

1. The information contained in the report is the author's professional opinion based on visual evidence readily available at the site, without the removal of existing finish materials. Of course, this means there could be hidden defects which are not discoverable at this time, without demolition of finish materials. That is true for most buildings, and an inherent limitation for this kind of report. Should additional information become available or additional movement is perceived, we recommend that our firm be contacted for further review.

2. The issuance of the report does not provide the building's current or future owners with a guarantee, certification, or warranty of future performance. Acceptance and use of this report do not transfer financial liability for the building or the property to the author or this engineering firm.

3. The report is also only preliminary to make note of areas that need to be addressed. A licensed Structural Engineer should be retained to provide a more thorough investigation and provide appropriate repair details for all necessary repairs.

Sincerely,

William Schoelman, P.E.



Rob Zuccaro

Subject: FW: HIP-000513-2024

From: Laura Page <lpage53@gmail.com>
Sent: Tuesday, September 3, 2024 9:08 PM
To: Planning <planning@Louisvilleco.gov>
Subject: HIP-000513-2024

We live directly across from 917 Rex Street and are wholly in support of a Landmark and Preservation and Restoration Grant for the owners of the property.

We applaud the new owners' efforts to preserve the exterior architectural integrity of the building. Indeed, with the removal of a shed-roof add-on, the original architecture will be enhanced. We also appreciate that the addition will be in the rear. The step-up design will also help to preserve the integrity of the historical architecture when viewed from the street.

Preserving the original home is no doubt much more expensive than razing the building, as is the usual fate of old homes in Louisville, so we support dedicating grant funds for this project. We truly appreciate the owners' desire to preserve a bit of Louisville's past.

As an aside, the owners also landmarked their current property with a similar design. The final result is lovely. The owners also saved a number of interior items from that project and incorporated them into their interior design, to great effect.

We hope you will fully support this wonderful project.

Laura Page
Celeste Niehaus
920 Rex St

==CAUTION: EXTERNAL EMAIL==

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Amelia Brackett

From: Susan McEachern <susanlmceachern@gmail.com>
Sent: Friday, July 12, 2024 10:44 AM
To: Planning
Subject: 917 Rex Street

I am writing in support of a historical preservation designation for 917 Rex Street. As a neighbor, I followed the thoughtful and high-quality restoration by Talbot Wilt of his home at 908 Rex. I know from speaking with him about his plans for 917 that he will follow the same careful design and construction process for this project as well. It's an additional benefit that the house is intended to be accessible to seniors and people with disabilities.

Regards,
Susan McEachern
799 Aspen Way

Sent from my iPhone

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Amelia Brackett

From: marzianlanded@gmail.com
Sent: Thursday, July 11, 2024 12:39 PM
To: Planning
Subject: 917 Rex street

Good morning City Planning,

My husband and I live next door to 917 Tex street at 901 Rex. In fact, we sold 917 Rex to Talbot last January 2023. I understand that there will be a review of the plans for saving 917 before the Historic Society and City planning this coming Monday . Talbot has shared his plans for saving 917 many times. His idea for the house and property are many of the reasons why we sold to him and not another buyer. Tom, my husband, and I feel it is important to preserve the beauty and quaintness of the old town Louisville homes as much as possible. Please do pass Talbot's plans. His intentions are also to preserve our old town.

Sincerely,

Lori Chase
901 Rex Street
Old town Louisville

Sent from my iPhone

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Amelia Brackett

From: Bridger Penttila <bridger.penttila@gmail.com>
Sent: Thursday, July 11, 2024 12:12 PM
To: Planning
Subject: 917 Rex, Louisville CO 80027

To whom it may concern,
I'm contacting you to express my support for 917 Rex to be approved by the Historic Preservation Commission. Talbot Wilt's plans responsibly update the property while maintaining its historic characteristics. This helps improve the historic value and nature of such a beautiful neighborhood in Louisville.
Thank you,
Bridger Penttila
342 S Jefferson Ave, Louisville, CO 80027

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Amelia Brackett

From: Teri Arbenowske <teriarben@icloud.com>
Sent: Sunday, July 14, 2024 2:09 PM
To: Planning
Subject: 917 Rex Street

I'm writing in support of Louisville residents Talbot and Diana Wilt who are renovating the property at 917 Rex Street. They live across the street from 917 and I recently had the privilege of touring their house. They did an impressive upgrade to this historic property and I expect they will do the same at 917 Rex.

Any support the city can give to residents who want to improve their property, especially in our historic downtown is a worthwhile endeavor. I urge you to vote in favor of the project at 917 Rex Street.

Sincerely,
Teri Arbenowske
349 Chestnut St
Louisville, CO 80027

Sent from my iPhone

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Amelia Brackett

From: Brad Davids <brad@bdavids.com>
Sent: Saturday, July 13, 2024 3:46 PM
To: Planning
Cc: Annie Davids
Subject: Renovation of 917 Rex Street

Historical Preservation Commission --

We live in Louisville, around the corner from 917 Rex Street, and wanted to add our support for the renovation project underway -- we're excited to see how the project progresses, and feel that it will be a wonderful addition to our neighborhood in Old Town Louisville.

Sincerely,
Brad and Annie Davids
410 Main Street

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Amelia Brackett

From: Wayne Varra <varrawayne@gmail.com>
Sent: Monday, July 15, 2024 8:29 AM
To: Planning
Subject: Case # HIP-000513-2024

My name is Wayne Varra and reside at
224 Main Street and would like to add my support for the
Preservation and Restoration of the property at 917 Rex St.
I believe it will be a great addition to the neighborhood
Thank You
Wayne Varra

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City of Louisville

917 Rex St.

Landmark

Preservation and Restoration Grant

City of Louisville

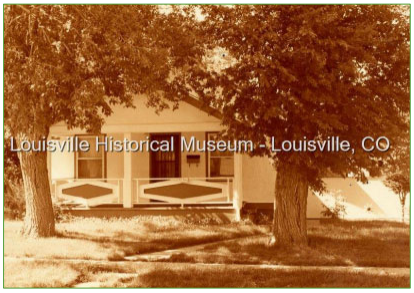
1

Conditions Over Time



1948

- No major changes to structure in record
- Roof, porch railings, side porch addition



undated



2023

City of Louisville

2

Landmark Criteria

Age
- Primary: 1936; 88 YO
- Garage: Pre-1948; 76+ YO

Architectural Significance
- Primary: Bungalow style
- Detached: some ornamentation, unique styling

Social Significance
- Mining history
- French immigration to Louisville

Note:
Landmarks apply to entire property. Approval of this landmark would apply to the whole property at 917 Rex.

Physical Integrity
Much of the original architecture remains with minor exterior changes.

City of Louisville

3

Alteration Certificate

- **Rear additions to house and garage**
  - Minimal impact on structure, differentiated, rear elevations
- **Remove side patio and front porch railings on house**
  - Not original, other changes bring back to earlier period
- **Alterations to doors and windows on house and garage**
  - Preserves existing historic materials where possible and removes non-historic elements

City of Louisville

4

Alteration Certificate: Additions



1 A6 WEST ELEVATION - EXISTING 1/8" = 1'-0"



2 A6 WEST ELEVATION - PROPOSED 1/8" = 1'-0"



1 A5 EAST ELEVATION - EXISTING 1/8" = 1'-0"



2 A5 EAST ELEVATION - PROPOSED 1/8" = 1'-0"



1 A4 NORTH ELEVATION - EXISTING 1/8" = 1'-0"



2 A4 NORTH ELEVATION - PROPOSED 1/8" = 1'-0"

City of Louisville

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Alteration Certificate: Front facade



1 A3 SOUTH ELEVATION - EXISTING 1/8" = 1'-0"



2 A3 SOUTH ELEVATION - PROPOSED 1/8" = 1'-0"

City of Louisville

6

Grant Request

- Request: $162,446
- Requested work identified in HSA
- All relate to preservation, restoration, or rehabilitation
- Extraordinary circumstances
  - "*upon a showing of extraordinary circumstances relating to building size, condition, architectural details, or other unique condition compared to similar Louisville properties*"

Table 1. Summary of staff analysis of qualification of Preservation Grant requests under Reso. 17, Series 2019.

Requests		Analysis		Requested under extraordinary circumstances?
Description	Amount	Preservation, Restoration, or Rehabilitation?	In HSA?	
Demolition	$5,875	Pres., Rest.	✓ Related to foundation work	Yes
Site Grading & Drainage	$1,175	Pres.	✓	Yes
Foundation	$36,131	Pres., Rehab.	✓	Yes
Floor Framing	$11,750	Pres., Rehab.	✓	Yes
Wall & Roof Framing	$14,688	Pres., Rehab	✓	Yes
Envelope – Exterior Walls	$17,625	Pres., Rest., Rehab.	✓	Yes
Exterior Appendages	$2,938	Rest., Rehab.	✓	Yes
Roofing & Waterproofing	$6,463	Pres., Rehab.	✓	Yes
Windows & Doors	$34,075	Pres., Rest., Rehab.	✓	Yes
Exterior Details	$4,113	Pres., Rest.	✓	Yes
Insulation & Drywall	$27,613	Rehab.	✓	Yes
Structure Move	$19,875	Pres., Rehab	✓ Related to foundation work	Yes
Total Requested	$162,446			
Total Recommended	$154,220	Includes $114,220 in extraordinary circumstances.		

City of Louisville

7

Staff Recommendation

Recommendation

- Approval of Resolution XX, Series 2024, approving the landmark designation for 917 Rex St. to be named the Warembourg House
- Approval of Resolution XX, Series 2024, approving a Preservation and Restoration Grant amount of up to $162,446

City of Louisville

8

City of Louisville
COLORADO • SINCE 1878

CITY COUNCIL COMMUNICATION
AGENDA ITEM 8B

SUBJECT: **RESOLUTION NO. 44, SERIES 2024 – A RESOLUTION IN SUPPORT OF A REGIONAL TRANSPORTATION DISTRICT BALLOT MEASURE TO BE SUBMITTED TO THE VOTERS AT THE NOVEMBER 5, 2024 ELECTION**

DATE: **SEPTEMBER 17, 2024**

PRESENTED BY: **MAYOR CHRIS LEH**

SUMMARY:
RTD Director Lynn Guissinger will be at the September 17 meeting to ask the council to consider a resolution in support of the de-Brucing ballot measure RTD has put on the November ballot.

FISCAL IMPACT:
N/A

RECOMMENDATION:
Council discussion and action on the resolution if desired.

ATTACHMENT(S):
1. Resolution

STRATEGIC PLAN IMPACT:

☐	**Financial Stewardship & Asset Management**	☒	**Reliable Core Services**
☐	**Vibrant Economic Climate**	☐	**Quality Programs & Amenities**
☐	**Engaged Community**	☐	**Healthy Workforce**
☐	**Supportive Technology**	☒	**Collaborative Regional Partner**

RESOLUTION NO. 44
SERIES 2024

A RESOLUTION IN SUPPORT OF A REGIONAL TRANSPORTATION DISTRICT BALLOT MEASURE TO BE SUBMITTED TO THE VOTERS AT THE NOVEMBER 5, 2024 ELECTION

WHEREAS, the Regional Transportation District (RTD) provides critical services as a public transit provider for Louisville as well as part or all of eight counties and 31 municipalities in the Denver-Boulder metro area; and

WHEREAS, public transit and the services provided by RTD are critical to meeting many of Louisville and our region's and state's goals, including (1) providing affordable, equitable transportation options that advance access to opportunity by providing access to jobs, school, medical appointments, and other services; (2) contributing to the county's and state's efforts to achieve their air quality, climate, and affordable housing goals; (3) providing affordable transportation options for seniors, people with disabilities and lower income residents; and

WHEREAS, the RTD board of directors has submitted a question to the eligible electors at an election to be held on November 5, 2024 that, without imposing any new tax or increasing any tax rate, RTD is authorized to continue to collect, retain, and spend all revenues it receives from whatever sources without regard to the limitations set forth in the Taxpayer's Bill of Rights (TABOR) in Article X, Section 20 of the Colorado Constitution (the Ballot Measure); and

WHEREAS, in 1999, voters exempted RTD from TABOR's revenue and spending limitations through the period required to pay certain bond debt; and

WHEREAS, RTD will pay off this bond debt in November 2024; and

WHEREAS, such debt payoff will subject much of RTD's TABOR-applicable revenue, except the .4% sales and use tax levied for RTD's FasTracks Project, to TABOR's growth limitations beginning in 2025; and

WHEREAS, TABOR growth limitations will limit the annual allowable growth in RTD's revenue collection beginning in 2025; and

WHEREAS, TABOR limits do not account for the rate of construction cost increases, which have exceeded Consumer Price Index values, and revenue collected in excess of these TABOR limits must be returned to taxpayers; and

WHEREAS, the language of the Ballot Measure is attached to this Resolution as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LOUISVILLE AS FOLLOWS:

The City of Louisville City Council endorses the Ballot Measure that asks the eligible electors, without imposing any new tax or increasing any tax rate, to authorize RTD to continue to collect, retain and spend all revenues it receives from whatever sources without regard to the limitations of TABOR.

PASSED AND ADOPTED this 17th day of September, 2024.

_____
Christopher M. Leh, Mayor

ATTEST:

_____
Meredyth Muth, City Clerk

EXHIBIT A
BALLOT LANGUAGE

WITHOUT IMPOSING ANY NEW TAX OR INCREASING ANY TAX RATE, SHALL THE REGIONAL TRANSPORTATION DISTRICT'S ("RTD") AUTHORIZATION TO COLLECT RETAIN AND SPEND ALL REVENUES IT RECEIVES FROM ALL SOURCES, INCLUDING ITS SALES TAX REVENUES, GRANT FUNDS AND OTHER MONEYS LAWFULLY RECEIVED BY RTD FROM THE STATE OF COLORADO OR ANY OTHER SOURCE, ORIGINALLY APPROVED BY THE VOTERS IN 1999, BE CONTINUED TO PERMIT RTD TO RETAIN REVENUE NECESSARY TO PROVIDE VITAL RTD SERVICES, INCLUDING BUT NOT LIMITED TO:

- PROVIDING TRANSPORTATION CHOICES TO LOCAL RESIDENTS BY MAINTAINING AND GROWING CURRENT LEVELS OF BUS, AND RAIL SERVICES;
- REPAIRING AND IMPROVING RAIL LINES, BUSES, BUS STOPS AND STATIONS AND OTHER INFRASTRUCTURE TO PRESERVE THE PUBLIC'S INVESTMENT IN TRANSIT;
- MAINTAINING THE AVAILABILITY OF SERVICES FOR PEOPLE WITH DISABILITIES;
- CONTINUING TO PROVIDE CLEANER, MORE EFFICIENT METHODS OF TRANSPORTATION OTHER THAN DRIVING ON ROADS AND HIGHWAYS; AND
- PROVIDING TRANSPORTATION SERVICES FOR YOUTH 19 YEARS OF AGE OR YOUNGER AT REDUCED OR NO FARES;

WITH ALL FUNDS SUBJECT TO INDEPENDENT AUDIT AND OVERSEEN BY THE ELECTED RTD BOARD; AS A VOTER APPROVED REVENUE CHANGE AND EXEMPTION FROM ANY REVENUE AND SPENDING LIMITATIONS UNDER ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION?

SUBJECT: **DISCUSSION/DIRECTION ON CITY AMENDMENTS TO THE 2021 INTERNATIONAL ENERGY CONSERVATION CODE**

DATE: **SEPTEMBER 17, 2024**

PRESENTED BY: **ROB ZUCCARO, AICP, COMMUNITY DEVELOPMENT DIRECTOR**
CHAD ROOT, CHIEF BUILDING OFFICIAL

SUMMARY:
City Council has requested a review of the City's adopted amendments to the 2021 International Energy Conservation Code (IECC). The IECC provides minimum energy efficiency standards for residential and commercial development above those found in the International Residential Code (IRC) and International Building Code (IBC). The City adopted the 2021 IECC with strengthening amendments to promote its sustainability and carbon reduction goals for the community.

The City first adopted the 2021 IECC with amendments on October 19, 2021 by Ordinance 1816, Series 2021 (Attachment No. 1). The City then adopted additional amendments specific to commercial development on December 20, 2022 by Ordinance 1845, Series 2022 (Attachment No. 2). These two ordinances are combined in Chapter 15.18 of the Municipal Code. The amendments reference to and supplement the 2021 IECC base code.

LINK: Municipal Code Chapter 15.18
LINK: 2021 IECC Base Code

While the City adopted numerous amendments to the base 2021 IECC, there are three primary strengthening amendments that staff recommends as the focus of this review, as they form the central policies that extend beyond the base 2021 IECC codes. These include:

1. Adoption of IECC Appendix RC – Zero Energy Residential Building Provisions, which established a net-zero energy use building standard.
2. Adoption of mandatory all-electric heat pump systems for space and water heating for commercial development.
3. Adoption of custom Appendix PT – Modeling to a Performance Target, which established minimum Energy Use Index (EUI) building performance standards for certain types of commercial development.

1. *Appendix RC – Zero Energy Residential Building Provisions*
This appendix overrides any prescriptive requirements in the base IECC code and instead requires that new homes be modeled and rated against an Energy Rating Index (ERI) and score of 47 or lower. The ERI score estimates energy use of the home with a lower number indicating more efficient construction. The code then

requires renewable energy offsets to achieve an ERI score of zero (e.g. solar or geothermal systems to offset energy use).

The following is summary of concerns with this code provision received by staff:

- Overall cost of compliance. To meet the minimum energy rating there are system and building envelope efficiency upgrades that add additional cost to construction. In some cases, the upgraded equipment and material are not common to the residential construction industry, leading to lack of trained labor, maintenance and repair issues, additional costs, and potential delays in acquiring materials and equipment.
- ERI Rating System. The ERI rating is not a standard rating system supported by local contractors that conduct energy ratings. The Home Energy Rating System (HERS) is similar and commonly used for home energy rating, but not directly interchangeable with the ERI rating standard.
- Securing Adequate Energy Offsets. Somes homes and lots do not have adequate roof area or areas on-site to install enough solar capacity to off-set energy to a zero rating, resulting in the need to enroll in a local solar farm. There are concerns about solar farm capacity to meet the demand if there is a significant amount of new residential development.
- Electric Infrastructure. Xcel has limitations for new on-site solar installation that may add additional cost to comply with the energy offset requirement. Additionally, while the code does not mandate all-electric construction, the energy rating standards are favorable to all-electric construction. There may be limits in existing infrastructure to support the demand for all-electric construction or there may be significant additional infrastructure costs for new residential development.

Staff has drafted a package of amendments to address some of the concerns with the adopted code provisions. Council tabled this package of amendments pending this discussion on policy goals (Attachment No. 3).

LINK: August 6, 2024 City Council Packet with Proposed Code Amendments

If Council intends to keep Appendix RC, staff recommended amendments to address the noted concerns include:

- Allowing Home Energy Rating System (HERS) ratings in lieu of the Energy Rating Index (ERI) standard specified in the code.
- Allowing a HERS minimum standard of 50 rather than a 47, which will be more cost efficient to achieve, but still require efficient construction and still require renewable energy offset to a net-zero HERS of 0.
- Allowing an exception to meeting Appendix RC if a home is certified through the Passive House Institute US, Inc. (PHIUS) program.

The Building Code Board of Appeals (BCBOA) reviewed the latest proposed amendments and recommends removing any mandatory requirements for compliance with Appendix RC.

2. *Mandatory All-Electric Heath Pump Systems for Commercial Space and Water Heating*

The code requires all-electric heat pump systems for primary air and water heating, including electric supplemental heating when needed. These requirements are limited to general space heating systems and domestic water supply. The code does mandate electric or electric heat pump systems for any type of commercial or industrial processing or commercial cooking facilities. There are numerous exceptions built into the code for backup heating and other unique heating requirements based on industry.

The following is summary of concerns with this code provision received by staff:

- Overall cost of compliance. Heat pump systems are generally more costly than natural gas systems to install (notwithstanding the anticipated cost savings overtime from an efficient heat pump system).
- Supply constraints. There are supply issues with certain large capacity all-electric commercial heat pump systems that also have electric supplemental heating.
- Retrofitting existing development. Adding new all-electric heat pump systems to existing commercial development that is expanding may require costly upgrades to the electric supply system and electric supply to the building.

If Council intends to keep this the all-electric commercial space and water heating requirement in the code, staff recommended amendments to address the noted concerns include:

- Limiting the all-electric heat pump space and water heating requirement to all new construction and removes any standards for additions and alternations to existing commercial buildings.
- Allowing gas backup space heating equipment for the commercial all-electric space heating standards. This helps address supply constraint concerns with supply issues related to larger capacity commercial heat pump systems.

The BCBOA recommends removing any mandatory requirements for compliance with all-electric heat pump commercial construction.

3. *Appendix PT – Modeling to a Performance Target*

This appendix is modeled after a program adopted by the City of Boulder that requires energy modeling and targets for new office, warehouse, hotel, and multi-family development and compliance monitoring and certification of energy use following construction. Compliance is checked through submetering of different building systems and compliance reporting after one year of building operations.

The following is summary of concerns with this code provision received by staff:

- Submetering the different systems and the requirement for compliance checks is complicated and adds cost to the building systems.
- The requirement for rating multi-family development conflicts with Appendix RC, which also applies to multi-family residential development.

If Council intends to keep Appendix PT in the code, staff recommended amendments to address the noted concerns include:

- Removing submetering requirements.
- Removing post-construction documentation, one-year compliance check, and monitoring requirements.
- Clarifying that R-1 and R-2 occupancies (hotel sand multi-family residential) shall be subject to Appendix PT rather than Appendix RC.

The BCBOA recommends removing any mandatory requirements for compliance with the EUI performance targets outline in appendix PT.

BACKGROUND:

Ordinance No. 1816, Series 2021 – 2021 IECC and RC Appendix Adoption

By Ordinance No. 1816, Series 2021, City Council adopted the 2021 IECC with amendments and an electric vehicle charging code. Council was provided extensive information on all-electric construction codes, net zero codes, state initiatives on carbon reduction and electric construction policy and studies. The draft ordinance included in the packet did not include adoption of the RC Appendix. Appendix RC was provided as an attachment to the second reading staff memo for background at the request of Council. Council added the RC Appendix to the 2021 IECC adoption through the motion for final adoption at second reading.

The meeting minutes are provided as Attachment No. 4 and the following is a link to the full meeting packet.

LINK: October 19, 2021 City Council Packet (Starting on p. 231 of Packet)

Ordinance 1845, Series 2022 – Commercial EUI Performance Targets and All-Electric Heat Pump Standards.

As a follow up to the initial adoption of the 2021 IECC, the 2022 City Council workplan included consideration of adoption of a net-zero commercial standard or other strengthening code standards for commercial development. The City hired a consultant team that included Group 14 Engineering (Group 14) and Lotus Engineering and Sustainability (Lotus) to lead a public process and provide a final report with recommendations for City Council. Development of the final report included public and advisory board engagement, policy research and analysis, and modeling of cost and greenhouse gas impacts for several different commercial and multi -family scenarios.

The final report was reviewed by City Council at a discussion/direction session on September 27, 2022. Three policy options were provided to Council for consideration. Council direction was to develop a an EUI Performance Target Standard, which was one of the policy recommendation options provided by staff, and Council also added to the staff direct that an all-electric commercial code options be provided.

The meeting minutes are provided as Attachment No. 5 and the following is a link to the full meeting packet.

LINK: Sept 27, 2022 City Council Packet

City Council adopted Ordinance 1845, Series 2022 at their December 20, 2022 meeting. The meeting minutes are provided as Attachment 6 and the following is a link to the full meeting packet.

LINK: December 20, 2022 City Council Packet (Starting on p. 293 of Packet)

Post Adoption Public Input on Potential Code Amendments
In August of 2023 City staff and a City consultant with Shums Coda Associates held a public open house to gather feedback on the adopted codes. Staff received feedback from residents, business owners, landowners, developers and their design consultants on specific issues of concern. The feedback received at the open house is the basis for the package of code amendments that Council recently tabled. City staff has identified several code provisions as part of implementing the codes since their adoptions and after conducting further research that are included in proposed updates that service as "clean up" items to remove some conflicting provisions and provides some clarifications and intended improvements to the base codes.

State Energy Code Requirements
On June 6, 2022, the Governor signed into law HB22-1362, Building Greenhouse Gas Emissions. HB22-1362 requires municipalities that adopt new building codes after July 1, 2023 to adopt the 2021 IECC and the State's Model Electric Ready and Solar Ready Codes, or codes with equal or better energy performance.

HB22-1362:
https://leg.colorado.gov/bills/hb22-1362

State Model Electric Ready and Solar Ready Codes:
https://energyoffice.colorado.gov/buildings/building-energy-codes/energy-code-board

The City will need to ensure compliance with these state-level mandated minimum codes with any future amendments.

Building Code Board of Appeals
The BCBOA has reviewed the last round of potential code amendments that were tabled and has created an alternative draft. The alternative draft would effectively eliminate any mandatory requirements for the three major policies: the RC Appendix, the EUI Performance Targets, and the Commercial All-Electric Heat Pump Standard for Space and Water Heating. The alternative draft and meeting minutes are included as Attachment Nos. 7-9.

Sustainability Advisory Board
The Louisville Sustainability Advisory Board (LSAB) initiated their own review of the tabled draft amendments and provided the attached memorandum with their recommendations (Attachment No. 10). The memo provides recommendations on several specific elements of the code, but overall recommends maintaining the three major policies: the RC Appendix, the EUI Performance Targets, and the Commercial All-Electric Heat Pump Standard for Space and Water Heating.

POLICY DISCUSSION:
The City Council recently adopted Resolution No. 18, Series 2024, which updated the City's Clean Energy and Carbon Emission Goals. These goals include targets for reducing Louisville's residential and commercial/industrial carbon-free electricity needs and greenhouse gas emissions. The adoption of the 2021 IECC and the associated amendments help further these goals.

Figure 1: Resolution No. 18, Series 2024 Goals

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

Section 1. The City of Louisville hereby updates the following clean energy and carbon emission reduction goals:

1. Meet all of Louisville's municipal electric needs with 100% carbon-free sources by 2025.
2. Reduce energy-related municipal greenhouse gas emissions 60% below the 2016 baseline by 2030 and achieve carbon-neutrality by 2050.
3. Generate 75% of Louisville's residential and commercial/industrial electric needs from carbon-free sources by 2030.
4. Reduce energy-related residential and commercial/industrial GHG emissions 60% below the 2016 baseline by 2030 and achieve carbon-neutrality by 2050.

The City Council has identified several priority policy goals, including Sustainability, the promotion new business development and Economic Vitality, and the promotion of Affordable Housing. The strengthening codes help promote the City's sustainability policies, including those included in Resolution No. 18, series 2024. However, the costs

associated with the implementation of the 2021 IECC and strengthening amendments could impact the city's competitive position for business development and attraction of or ability to develop affordable housing due to the costs and complexity of compliance with the codes.

Staff recommends that the City Council consider how to balance each of these policies, which will influence each other. This could include determining whether to maintain each of the three primary strengthening policies/codes that extend beyond the base 2021 IECC, and considering if there are viable amendment to the existing codes to ensure they are reasonably attainable with current technology and aren't cost prohibitive.

PUBLIC COMMENTS:
Public Comments received by City Council are provided as Attachment # 11.

STAFF RECOMMENDATION:
Staff requests that Council provide direction to staff and the BCBOA on the intended policy direction for maintaining or eliminating any of the three major polices/codes discussed in this memo. Options could include:

- Maintaining the three major strengthening codes but consider amendments to those codes to address potential issues and concerns with feasibility and/or cost of implementation.
- Eliminating one or more of the three major strengthening codes and revert to the base 2021 IECC code.

Based on Council direction, staff would work with the BCBOA on drafting the ordinance for Council consideration.

ATTACHMENTS:

1. Ordinance 1816, Series 2021
2. Ordinance 1845, Series 2022
3. Tabled Draft Ordinance 1876, Series 2024
4. October 19, 2021 City Council Minutes
5. September 27, 2022 City Council Minutes
6. December 20, 2022 City Council Minutes
7. BCBOA Recommended Code Draft
8. May 2, 2024 BCBOA Meeting Minutes
9. May 16, 2024 BCBOA Meeting Minutes
10. Louisville Sustainability Advisory Board Memo
11. Public Comments Received by City Council 2024
12. Staff Presentation

STRATEGIC PLAN IMPACT:

☐	**Financial Stewardship & Asset Management**	☒	**Reliable Core Services**
☒	**Vibrant Economic Climate**	☐	**Quality Programs & Amenities**
☒	**Engaged Community**	☐	**Healthy Workforce**
☐	**Supportive Technology**	☐	**Collaborative Regional Partner**

Second Reading Amendments

Ordinance No. 1816, Series 2021 is revised to read as follows (amendments are shown in **bold underline** and ~~**bold strikeout**~~):

ORDINANCE NO. 1816

AN ORDINANCE ADOPTING BY REFERENCE THE 2021 INTERNATIONAL ENERGY CONSERVATION CODE, WITH AMENDMENTS, REPEALING CHAPTER 15.60 OF THE LOUISVILLE MUNICIPAL CODE CONCERNING THE PRESCRIPTIVE ENERGY CODE AND DESIGN CRITERIA, AND AMENDING TITLE 17 OF THE LOUISVILLE MUNICIPAL CODE CONCERNING ELECTRIC VEHICLE CHARGING INFRASTRUCTURE

WHEREAS, the City Council has adopted from time to time certain building and construction standards; and

WHEREAS, it is deemed to be in the interest of the public health, safety and general welfare to adopt by reference thereto the 2021 edition of the International Energy Conservation Code; and

WHEREAS, the City of Louisville remains committed to its adopted goals to reduce energy consumption, increase clean energy sources, and support the transition to a low-carbon community as outlined in the Sustainability Action Plan and Resolution 25, Series 2019, "A Resolution Setting Clean Energy and Carbon Reduction Goals"; and

WHEREAS, reducing building energy consumption is an effective strategy to reduce community-wide energy consumption and increase long-term cost savings for residents and businesses; and

WHEREAS, the City Council desires to add requirements for solar readiness, electric vehicle charging infrastructure, and building electrification to build a more resilient building stock and support future building and transportation electrification efforts pursued by residents and businesses; and

WHEREAS, the City Council, after proper notice as required by law, has held a public hearing on this ordinance providing for the adoption of said codes; and

WHEREAS, the 2021 edition of the International Energy Conservation Code has been submitted to the City Council in writing and the City Council has determined that such codes should be adopted as herein set forth.

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

Section 1. Chapter 15.18 of the Louisville Municipal Code is hereby repealed and reenacted to read as follows:

INTERNATIONAL ENERGY CONSERVATION CODE

Sec. 15.18.010. Adoption.
Sec. 15.18.020. Appendices adopted.
Sec. 15.18.030. Amendments and Deletions to the 2021 International Energy Conservation Code.
Sec. 15.18.040. Design criteria.
Sec. 15.18.050. Applicability.
Sec. 15.18.060. Copies available.
Sec. 15.18.070. Violations and penalties.

Sec. 15.18.010. - Adoption.

The International Energy Conservation Code, 2021 Edition, published by the International Code Council, 4051 West Flossmoor Road, Country Club Hills, Illinois, 60478-5795, is hereby adopted by reference thereto and incorporated into and made a part of the Louisville Municipal Code. The subject matter of the International Energy Conservation Code is to regulate and govern energy efficient building envelopes and the installation of energy efficient mechanical, lighting and power systems in the City of Louisville, and to provide for the issuance of permits and collection of fees therefor. The International Energy Conservation Code, 2021 Edition, is adopted as amended by the City, including the outline table of contents and index, for the minimum requirements for minimum energy efficiency.

Sec. 15.18.20. Appendices adopted.

The following appendices of the 2021 International Energy Conservation Code are hereby specifically adopted; any appendices not listed are not adopted: **Appendix RC, Zero Energy Residential Building Provisions,** Appendix CB, Solar Ready Zone – Commercial and Appendix RB, Solar Ready Provisions – Detached One and Two-Family Dwellings and Townhouses. Group R2, R3, and R4, three stories or less shall comply with Appendix RB.

Sec. 15.18.030. - Amendments and Deletions to the 2021 International Energy Conservation Code

The 2021 International Energy Conservation Code adopted in Section 15.18.010 is hereby amended in the following respects. An ellipsis (…) indicates when the remainder of a section of the 2021 International Energy Conservation Code is to remain unchanged and in full force and effect.

1. ***Section C101.1 Title***, is amended to insert "the City of Louisville" so the section will read:

C101.1 Title. These regulations shall be known as the Energy Conservation Code of the City of Louisville, and shall be cited as such. It is referred to herein as "this code."

2. *Section C103.2 Information on construction documents*, is hereby amended to read as follows:

C103.2 Information on construction documents. Construction documents shall be drawn to scale upon suitable material. Electronic media documented are permitted to be submitted when *approved* by the *code official*. Construction documents shall be of sufficient clarity to indicate the location, nature and extent of the work proposed, and show in sufficient detail pertinent data and features of the building, systems and equipment herein governed. Details shall include the following as applicable:

1. **Energy compliance path.**
2. **Insulation materials and their *R*-values**
3. **Fenestration *U*-factor and solar heat gain coefficients (SHGCs).**
4. **Area-weighted *U*-factor and solar heat gain coefficient (SHGC) calculations.**
5. **Mechanical system design criteria.**
6. **Mechanical and service water heating systems and equipment types, sizes, fuel source and efficiencies.**
7. **Economizer description.**
8. **Equipment and system controls.**
9. **Fan motor horsepower (hp) and controls.**
10. **Duct sealing, duct and pipe insulation and location.**
11. **Lighting fixture schedule with wattage and control narrative.**
12. **Location and *daylight* zones on floor plans.**
13. **Air barrier and air sealing details, including the location of the air barrier.**
14. **Location of pathways for routing of raceways or cable from the solar ready zone to the electrical service panel.**

~~2.~~ **3.** ***Section C202 General Definitions***, is hereby amended by adding, in alphabetical order, the following definitions:

All-Electric Building: **A building that contains no combustion equipment, or plumbing for combustion equipment, installed within the building or building site.**

Combustion Equipment: Any equipment or appliance used for space heating, service water heating, cooking, clothes drying and/or lighting that uses fuel gas or fuel oil.

Electric Vehicle (EV): A vehicle registered for on-road use, primarily powered by an electric motor that draws current from a rechargeable storage source that is charged by being plugged into an electrical current source.

Electric Vehicle Supply Equipment (EVSE): The electrical conductors and associated equipment external to the electric vehicle that provide a connection between the premises wiring and the electric vehicle to provide electric vehicle charging.

Electric Vehicle Capable Space: A designated parking space that is provided with conduit sized and rated for a minimum 40-amp, 208/240-Volt dedicated branch circuit and shall be no less than 1" in size. Conduit must be continuous from the future or existing electrical panelboard or switchboard location(s) and end at a junction box or receptacle located within close proximity of the parking space. The electrical panel serving the parking space shall have sufficient capacity and physical space for a dual-pole, 40-amp breaker. The conduit shall be sealed at the junction or outlet box that is capped off, with the conduit sealed and the cap labeled as "For future electric vehicle charging".

Electric Vehicle Ready Space: A designated parking space that is provided with a dedicated branch circuit with wiring capable of supporting a minimum 40-ampere, 208/240- Volt circuit that terminates at a receptacle, plug, junction box, or an installed electric vehicle supply equipment within close proximity of the parking space. There shall be adequate reserved space in an electrical panelboard or switchboard to meet the electric vehicle requirements.

Electric Vehicle Supply Equipment (EVSE) Installed Space: A designated parking space with dedicated electric vehicle supply equipment capable of supplying a minimum 40-amp, dedicated circuit rated at 208/240 Volt from a building electrical panelboard.

~~3.~~ **4.** ***Section C401.2 Application*****,** is hereby amended to read as follows:

C401.2 Application
Commercial buildings shall comply with Section C401.2.1

~~4.~~ **5.** ***Section C401.2.1 International Energy Conservation Code*****,** is hereby deleted and replaced to read as follows:

C401.2.1 International Energy Conservation Code

Commercial buildings shall **be built all-electric unless the fuel gas options of C403.3.2 and the additional electric infrastructure requirements of C405.14 are met. All buildings must comply** with the following:

City of Louisville's Prescriptive Compliance. The Prescriptive Compliance option requires compliance with Sections C401.3, C401.4, C402 through C406, and Section C408.

Core and shell buildings shall be required to comply with the provisions of Section C402.1.3 through C402.5 of the 2021 International Energy Conservation Code.

~~5.~~ **6.** ***Section C401.2.2 ASHRAE 90.1***, is hereby deleted in its entirety.

~~6.~~ **7.** A new ***Section C401.4 Mandatory Requirements for Commercial Buildings***, is hereby added to read as follows:

C401.4 Mandatory Requirements for Commercial Buildings. Commercial buildings must comply with Table C401.4.

Table C401.4 (Mandatory)
Requirements for Commercial Buildings

Title	IECC Section
Air leakage	C402.5
Calculation of heating and cooling loads	C403.1.1
Data centers	C403.1.2
System Design	C403.2
Heating and cooling equipment efficiency	C403.3
Heating and cooling system controls	C403.4, except C403.4.3, C403.4.4, C403.4.5
Economizer fault detection and diagnostics	C403.5.5
Ventilation and exhaust systems	C403.7, except C403.7.4.1
Fan and fan controls	C403.8, except C403.8.6
Large diameter ceiling fans	C403.9
Refrigeration equipment performance	C403.11, except C403.11.3
Construction of HVAC system elements	C403.12
Mechanical systems located outside of the building thermal envelope	C403.13
Service water heating	C404
Electrical power and lighting systems	C405, except C405.3

Maintenance information and system commissioning	C408

~~7.~~ **8.** ***Table C402.1.3 Opaque Thermal Envelope Insulation Component Minimum Requirements, R-Value Method,*** is hereby deleted and replaced with the following:

Table C402.1.3 (Mandatory)
Opaque Thermal Envelope Insulation Component of an Average Minimum Requirements, *R*-Value Method in following locations:

Roof C402.2.1	
Insulation entirely above roof deck	R-49
Metal buildings[a]	R-21 + R-11 LS
Attic and other	R-49
Walls. Above grade C402.2.2	
Mass[d]	R-21
Metal buildings	R-21
Metal framed	R-21
Wood framed and other	R-21
Walls, Below grade C402.2.5	
Below-grade wall[b]	R-10
Floors C402.2.3	
Mass[c]	R-21
Joist/framing	R-38
Slab-on-grade floors C402.2.4	
Unheated	R-20 for 24"
Heated[e]	R-15 for 36" below + R-5 full slab

For SI: 1 inch = 25.4 mm, 1 pound per square foot = 4.88 kg/m^2, 1 pound per cubic foot = 16 kg/m^3.
NR = No Requirement, LS = Liner System.

a. Where using *R*-value compliance method, a thermal spacer block shall be provided,
b. Where heated slabs are below grade, below-grade walls shall comply with the exterior insulation requirements for heated slabs.
c. "Mass floors" shall be in accordance with Section C402.2.3.
d. "Mass walls" shall be in accordance with Section C402.2.2.
e. The first value is for perimeter insulation and the second value is for full, under-slab insulation.

~~8.~~ **9.** ***Section C402.1.4 Assembly U-factor, C-factor or F-factor-based method,*** is hereby deleted in its entirety.

~~9.~~ **10.** ***Section C402.1.5 Component performance alternative,*** is hereby deleted in its entirety.

~~10.~~ **11.** ***Table C402.4 Building Envelope Fenestration Maximum U-Factor and SHGC Requirements,*** is hereby deleted and replaced with the following:

Table C402.4
Building Envelope Fenestration

Vertical Fenestration	
Maximum U-Factor	0.30
Maximum SHGC	0.33
Maximum Air leakage rate for all fenestration except curtain walls and storefront glazing	.20 cfm/ft2
Maximum air leakage rate for curtain walls and storefront glazing	.06 cfm/ft
Skylights	
Maximum U-Factor	0.50
Maximum SHGC	0.40
Maximum Air leakage rate	.20 cfm/ft2

~~11.~~ **12.** ***Section C402.4.1 Maximum area***, is hereby deleted and replaced with the following:

C402.4.1 Minimum area of natural lighting. Not less than eight percent of the floor area shall be glazed.

~~12.~~ **13.** ***Section C402.4.2 Minimum skylight fenestration area***, is hereby deleted and replaced with the following:

C402.4.2 Minimum area of natural lighting. A minimum skylight area of three percent of the roof area shall be provided for all roofs.

Exception: Roof areas designated for solar ready zones shall not be included in roof area calculation.

~~13.~~ **14.** ***Section C403.3.2 HVAC equipment performance requirements*****, is hereby deleted in its entirety and replaced to read as follows:**

~~**A. The first paragraph is hereby deleted in its entirety and replaced to read as follows:**~~

C403.3.2 HVAC/fuel fired equipment performance requirements. Unless built all-electric, all new combustion equipment shall comply with the more efficient HVAC equipment performance of Sections C406.2, C406.2.3, and C406.2.4 and the additional electric infrastructure requirements in Section C405.14. A mechanical compliance certificate demonstrating compliance with section C406.2.3 and/or C406.2.4 shall be required for all HVAC, fuel fired and Service Water Heating equipment.

The efficiency shall be verified through certification under an approved certification program or, where a certification program does not exist, the equipment efficiency ratings shall be supported by data furnished by the manufacturer. Where multiple rating conditions or performance requirements are provided, the equipment shall satisfy all stated requirements. Where components, such as indoor or outdoor coils, from different manufacturers are used, calculations and supporting data shall be furnished by the designer that demonstrates that the combined efficiency of the specified components meets the requirements herein. (Tables C403.2.(1) through (16) are expressly retained and remain applicable to HVAC equipment performance.)

Exceptions:

1. Factory, laboratory, and high hazard occupancy combustion equipment, except for HVAC and domestic water heating.

2. Commercial Kitchens.

3. Other combustion equipment approved by the Building Official based on demonstration by the applicant that compliance with this section is not feasible and the equipment proposed is the most efficient appliance reasonably available.

~~13.~~ **15.** ***Section C403.4.1 Thermostatic controls***, is hereby deleted and replaced with the following:

C403.4.1 Thermostatic controls. The supply of heating and cooling energy to each *zone* shall be controlled by individual thermostatic controls capable of responding to temperature within the *zone*. Where humidification or dehumidification or both is provided, no fewer than one humidity control device shall be provided for each humidity control system. Occupancy sensors shall be provided on the thermostat to setback in accordance with C403.4.2.1

Exception: Independent perimeter systems that are designed to offset only building envelope heat losses, gains or both serving one or more perimeter *zones* also served by an interior system provided that both of the following conditions are met:

1. The perimeter system includes not fewer than one thermostatic control *zone* for each building exposure having exterior walls facing only one orientation (within ±45 degrees) (0.8 rad) for more than 50 contiguous feet (15 240 mm).
2. The perimeter system heating and cooling supply is controlled by thermostats located within the *zones* served by the system.

~~14.~~ **16.** ***Section C403.12.1 Duct and plenum insulation and sealing***, is hereby deleted and replaced with the following:

C403.12.1 Duct and plenum insulation and sealing. All supply and return air ducts and plenums shall be insulated with not less than R-12. Ducts, air handlers and filter boxes shall be sealed. Joints and seams shall comply with Section 603.9 of the International Mechanical Code.

~~15.~~ **17.** ***Section C403.12.3 Piping insulation***, is hereby amended to read as follows:

C403.12.3 Piping insulation. Piping serving as part of a heating or cooling system shall be thermally insulated to R-5.

~~16.~~ **18.** ***Section C404.4 Insulation of piping***, is hereby amended to read as follows:

C404.4 Insulation of piping. Piping from a water heater to the termination of the heated water fixture supply pipe shall be insulated to R-3. On both the inlet and outlet piping of a storage water heater or heated water storage tank, the piping to a heat trap or the first 8 feet (2438 mm) of piping, whichever is less, shall be insulated. Piping that is heat traced shall be insulated to R-3 or the heat trace manufacturer's instructions.

~~17.~~ **19.** ***Section C405.2.1 Occupant sensor controls***, is hereby amended to read as follows:

C405.2.1 Occupant sensor controls. Occupant *sensor controls* shall be installed to control lighting.

~~18.~~ **20.** ***Section C405.2.2 Time-switch controls***, is hereby deleted in its entirety.

~~19.~~ **21.** ***Section C405.2.2.1 Time-switch control function***, is hereby deleted in its entirety.

~~20.~~ **22.** ***Section C405.2.3 Light-reduction controls***, is renumbered to C405.2.2.

~~21.~~ **23.** ***Section C405.2.3.1 Light-reduction function***, is renumbered to C405.2.2.1.

~~22.~~ **24.** ***Section C405.2.4 Daylight-responsive controls***, is renumbered to C405.2.3.

~~23.~~ **25.** ***Section C405.2.4.1 Daylight-responsive control function***, is renumbered to C405.2.3.1.

~~24.~~ **26.** ***Section C405.2.4.2 Sidelit daylight zone***, is renumbered to C405.2.3.2.

~~25.~~ **27.** ***Section C405.2.4.3 Toplit daylight zone,*** is renumbered to C405.2.3.3.

~~26.~~ **28.** ***Section C405.2.4.4 Atriums,*** is renumbered to C405.2.3.4.

~~27.~~ **29.** ***Section C405.2.5 Specific application controls,*** is renumbered to C405.2.4.

~~28.~~ **30.** ***Section C405.2.6 Manual controls,*** is renumbered to C405.2.5.

~~29.~~ **31.** ***Section C405.2.7 Exterior lighting controls,*** is renumber to C405.2.6.

~~30.~~ **32.** ***Section C405.2.7.1 Daylight shut off,*** is renumbered to C405.2.6.1.

~~31.~~ **33.** ***Section C405.2.7.2 Building façade and landscape lighting,*** is renumbered to C405.2.6.2.

~~32.~~ **34.** ***Section C405.2.7.3 Lighting setback,*** is renumbered to C405.2.6.3.

~~33.~~ **35.** ***Section C405.2.7.4 Exterior time-switch control function,*** is renumbered to C405.2.6.4.

~~34.~~ **36.** ***Section C405.2.8 Parking garage lighting control***, is renumbered to C405.2.7.

37. ***Section C405.4.3 Gas lighting, is hereby amended to read as follows:***

> **C405.4.3 Gas lighting. Gas-fired lighting appliances shall not be permitted.**

~~35.~~ **38.** A new ***Section C405.13 Electric vehicle charging infrastructure for new construction and building addition of 25% or more of original square footage***, is hereby added to read as follows:

> **Section C405.13.1 Electric vehicle charging infrastructure for new construction and building addition of 25% or more of original square footage.** Electric vehicle charging shall be provided and installed in accordance with this section, National Electrical Code (NFPA 70), and Section 17.20.170 of the Louisville Municipal Code. When parking spaces are added or modified without an increase in building floor area, only the new parking spaces are subject to this requirement. All *EVSE Installed*, *EV Ready* and *EV Capable* spaces are to be included in the calculation for the number of minimum vehicle spaces required, as provided by the applicable article of the Louisville Zoning Code.
>
> **Section C405.13.2 Identification.** The circuit breakers or circuit breaker spaces reserved for the *EVSE Installed, EV Ready*, and *EV Capable* spaces shall be clearly identified in the panelboard directory. The conduit for electric vehicle capable spaces shall be clearly identified at both the panelboard and the termination point at the parking space.

~~36.~~ **39.** A new ***Section C405.14 Additional electric infrastructure***, is hereby added to read as follows:

Section C405.14 Additional electric infrastructure. All *combustion equipment* and end-uses shall be installed in accordance with this section.

C405.14.1 Electric infrastructure for dwelling and sleeping units. *Combustion equipment* and end-uses serving individual dwelling units or sleeping units shall comply with Section R404.5.

C405.14.2 Combustion equipment. *Combustion equipment* shall be provided with conduit that is continuous between a junction box located within 3 feet (914 mm) of the appliance or equipment and an electrical panel. The junction box, conduit and bus bar in the electrical panel shall be rated and sized to accommodate a branch circuit with sufficient capacity for an equivalent electric appliance, equipment or end use with an equivalent equipment capacity. The electrical junction box and electrical panel shall have labels stating, "For Future Electric Equipment".

Exception: Industrial and manufacturing uses are exempt from Section C405.14.

~~37.~~ **40.** ***Section C505.1 General***, is hereby amended to read as follows:

C505.1 General. Where the use in a space changes from one use in Table C405.3.2(1) or C405.3.2(2) to another use in Table C405.3.2(1) or C405.3.2(2), the installed lighting wattage shall comply with Section C405.3. Where the space undergoing a change in occupancy or use is in a building with a fenestration area that exceeds the limitations of Section C402.4.1, the space is exempt from Section C402.4.1 provided that there is not an increase in fenestration area.

Exception: Egress doors with fenestration are allowed to bring total fenestration percentages over the allowed maximum amount of vertical fenestration.

~~38.~~ **41.** ***Section R101.1 Title,*** is amended to insert "the City of Louisville" so the section will read:

R101.1 Title. These regulations shall be known as the Energy Conservation Code of the City of Louisville and shall be cited as such. It is referred to herein as "this code."

42. *Section R103.2 Information on construction documents*, is amended to read as follows:

R103.2 Information on construction documents. Construction documents shall be drawn to scale upon suitable material. Electronic

media documented are permitted to be submitted when *approved* by the *code official*. Construction documents shall be of sufficient clarity to indicate the location, nature and extent of the work proposed, and show in sufficient detail pertinent data and features of the building, systems and equipment herein governed. Details shall include the following as applicable:

1. **Energy compliance path.**
2. **Insulation materials and their *R*-values**
3. **Fenestration *U*-factor and solar heat gain coefficients (SHGCs).**
4. **Area-weighted *U*-factor and solar heat gain coefficient (SHGC) calculations.**
5. **Mechanical system design criteria.**
6. **Mechanical and service water heating systems and equipment types, sizes, fuel source and efficiencies.**
7. **Equipment and system controls.**
8. **Duct sealing, duct and pipe insulation and location.**
9. **Air sealing detail.**
10. **Location of pathways for routing of raceways or cable from the solar ready zone to the electrical service panel.**

~~39.~~ **43.** ***Section R202 General Definitions***, is hereby amended by adding, in alphabetical order, the following definitions:

All-Electric Building: **A building that contains no combustion equipment, or plumbing for combustion equipment, installed within the building or building site.**

Combustion Equipment: Any equipment or appliance used for space heating, service water heating, cooking, clothes drying and/or lighting that uses fuel gas or fuel oil.

Electric Vehicle (EV): A vehicle registered for on-road use, primarily powered by an electric motor that draws current from a rechargeable storage source that is charged by being plugged into an electrical current source.

Electric Vehicle Supply Equipment (EVSE): The electrical conductors and associated equipment external to the electric vehicle that provide a connection between the premises wiring and the electric vehicle to provide electric vehicle charging.

Electric Vehicle Capable Space: A designated parking space that is provided with conduit sized and rated for a minimum 40-amp, 208/240-Volt dedicated branch circuit and shall be no less than 1" in size. Conduit must be continuous from the future or existing electrical panel board or switchboard

location(s) and end at a junction box or receptacle located within close proximity of the parking space. The electrical panel serving the parking space shall have sufficient capacity and physical space for a dual-pole, 40-amp breaker. The conduit shall be sealed at the junction or outlet box that is capped off, with the conduit sealed and the cap labeled as "For future electric vehicle charging".

Electric Vehicle Ready Space: A designated parking space that is provided with a dedicated branch circuit with wiring capable of supporting a minimum 40-ampere, 208/240- Volt circuit that terminates at a receptacle, plug, junction box, or an installed electric vehicle supply equipment within close proximity of the parking space. There shall be adequate reserved space in an electrical panel board or switchboard to meet the electric vehicle requirements.

~~40.~~ **44.** ***Section R401.2 Application,*** is hereby deleted and replaced with the following:

> **R401.2 Application.** Residential buildings shall be **built** ~~**100%**~~ all-electric unless **the** fuel gas **options of R403.7 and additional electric infrastructure requirements of R404.5** are met. ~~**and all**~~ **All** residential buildings shall comply with the R401.2.1 City of Louisville's Prescriptive Compliance or R406 Energy Rating Index with a maximum rating index of 50 before the installation of solar panels.
>
> **Exception:** Additions, alterations, repairs and changes of occupancy to existing buildings complying with Chapter 5.

~~41.~~ **45.** ***Section R401.2.1 Prescriptive Compliance Option,*** is hereby deleted and replaced with the following:

> **R401.2.1 City of Louisville's Prescriptive Compliance.** The City of Louisville's Prescriptive compliance requires compliance with Sections R401 through R404.

~~42.~~ **46.** ***Section R401.2.2 Total Building Performance Option***, is hereby deleted in its entirety.

~~43.~~ **47.** ***Section R401.2.4 Tropical Climate Region***, is hereby deleted in its entirety.

~~44.~~ **48.** ***Section R401.2.5 Additional Energy Efficiency***, is hereby amended to read as follows:

> **Section R401.2.5 Additional Energy Efficiency.** Building shall comply with one of the additional efficiency options and shall be installed in according to Section R408.2.

~~45.~~ **49.** A new ***Section R401.4 Mandatory requirements for residential buildings***, is hereby added to read as follows:

R401.3 Mandatory requirements for residential buildings. Residential building must comply with the following sections from the 2021 International Energy Conservation Code.

Table R401.3
Mandatory requirements for residential buildings

Title	IECC Section
Vapor retarder	R402.1.1
Eave baffle	R402.2.3
Access hatches and doors	R402.2.4.1
Crawl space wall insulation	R402.4.1.2
Maximum fenestration U-factor and SHGC	R402.5
Mechanical Controls	R403.1
Ducts	R403.3 except R403.3.2, R403.3.3, and R403.6
Mechanical system piping insulation	R403.4
Heated water circulation and temperature maintenance systems	R403.5.1
Drain Water heat recovery units	R403.5.3
Mechanical ventilation	R403.6 including E403.6.1
Equipment sizing and efficiency rating	R403.7
Systems serving multiple dwelling units	R403.8
Snow melt and ice systems	R403.9
Energy consumption of pools and spas	R403.10
Portable spas	R403.11
Residential pools and permanent residential spas	R403.12
Lighting equipment	R404.1
Interior lighting controls	R404.2

~~46.~~ **50.** ***Section R402.1 General***, is hereby amended to read as follows:

R402.1 General. The building thermal envelope shall comply with the requirements of Section R402.1.1 and R402.1.2.

~~47.~~ **51.** ***Section R402.1.2 Insulation and fenestration***, is hereby deleted and replaced with the following*:*

R402.1.2 Insulation and fenestration. Assemblies shall have R-value of insulation materials equal to or greater than that specified in Table R402.1.2 unless an alternative path is specified while using HERS energy rating index of 50.

Table R402.1.2
Average Insulation and Fenestration Requirements by Component

Roof	R-60
Above grade walls	R-21
Below grade walls	R-21
Floors	R-38
Non heated slab on grade	R-10 for 4ft
Heated slab on grade[a]	R-15 for 4 ft + R-5 under full slab
Fenestration U-Factor	.30
Fenestration SHGC	.33
Skylight U-Factor	.50
Skylight SHGC	.40

a. The first value is for perimeter insulation and the second value is for full, under-slab insulation.

~~48.~~ **52.** ***Section R402.1.5 Total UA alternative***, is hereby deleted in its entirety.

~~49.~~ **53.** ***Section R402.3.3 Glazed fenestration exemption***, is hereby amended to read as follows:

> **R402.3.3 Glazed fenestration exemption**. Not greater than 15 square feet (1.4 m^2) of glazed fenestration per dwelling unit shall be exempt from the U-factor and SHGC requirements in Section R402.1.2.

~~50.~~ **54.** ***Section R402.4.1.2 Testing***, is hereby deleted and replaced to read as follows:

> **Section R402.4.1.2 Testing.** All new buildings or dwelling units that are heated or cooled, and additions over 500 square feet shall be tested for air leakage.

~~51.~~ **55.** ***Section R402.5 Maximum fenestration U-factor and SHGC***, is hereby deleted and replaced with the following***:***

> **Section R402.5 Maximum fenestration U-factor and SHGC.** The maximum U-factor and solar heat gain coefficient (SHGC) for fenestration shall not be required in storm shelters complying with ICC 500.

~~52.~~ **56.** ***Section R403.3.1 Ducts located outside conditioned space*****,** is hereby deleted and replaced with the following*:*

R403.3.1 ***Ducts located outside conditioned space.*** All supply and return ducts shall be insulated to a minimum R-8 if located outside a conditioned space.

~~53.~~ **57.** ***Section R403.5.2 Hot water pipe insulation*****,** is hereby deleted and replaced with the following:

R403.5.2 Hot water pipe insulation. All service hot water piping shall be insulated to a minimum R-5.

~~54.~~ **58.** ***Section R403.6.1 Heat and recovery ventilation*****,** is hereby deleted and replaced in its entirety and the following is hereby added in lieu thereof:

R403.5.2 Heat and recovery ventilation. All new buildings and additions over 500 square feet shall be provided with a heat recovery or energy recovery ventilation system. The system shall be balanced with a minimum sensible heat recovery efficiency of 65 percent at 32°F (0°C) at a flow greater than or equal to the design airflow.

~~55.~~ **59.** ***Section R403.7 Equipment sizing and efficiency rating*****,** is hereby deleted and replaced with the following:

R403.7 Equipment sizing and efficiency rating. All new buildings and additions greater than 500 square feet with heating and cooling equipment shall be sized in accordance with ACCA Manual S based on building loads calculated in accordance with ACCA Manual J or other approved heating and cooling calculation methodologies. In addition to complying with Sec. R404.6 Additional Electric Infrastructure, new and replacement **electrical** heating and cooling equipment shall have an efficiency rating equal to or greater than the minimum required by federal law for the geographic location where the equipment is installed. **New gas heating equipment shall comply with the following efficiencies:**

1. **Gas furnaces shall have a minimum of 96% efficiency.**
2. **Gas boilers shall have a minimum of 90% AFUE.**
3. **On demand water heaters shall have greater than .92 uniform energy factor.**

Exception: Solid fuel stoves/gas fireplaces, outdoor fire pits, gas stoves and ovens.

60. ***Section R404.1.1 Fuel gas lighting equipment, is hereby amended to read as follows:***

R404.1.1 Fuel gas lighting equipment. Fuel gas lighting systems shall not be installed.

~~56.~~ **61.** A new ***Section R404.4 Electric vehicle charging infrastructure for new construction and building addition of 50% or more of original square footage,*** is hereby added to read as follows:

Section R404.4 Electric vehicle charging infrastructure for new construction and building addition of 50% or more of original square footage. Electric infrastructure for the current and future charging of *electric vehicles* shall be installed in accordance with this section per Section 17.20.170 of the Louisville Municipal Code. *EV ready spaces and EV capable spaces* are permitted to be counted toward meeting minimum parking requirements.

R404.4.1 One- and two- family dwellings and townhouses. One- and two-family dwellings and townhouses with a dedicated attached or detached garage or on-site parking spaces shall be provided with electric vehicle charging in accordance with Section 17.20.170 of the Louisville Municipal Code.

R404.4.1.1 Minimum EV Ready infrastructure. Minimum EV Ready Space infrastructure shall require the following:

1. Installation of conductors:
    a. Conductors shall be installed of sufficient size to accommodate a minimum 240VAC 40Amp branch circuit to each parking space where required.
    b. Conductors shall terminate in either a receptacle, plug, junction or outlet box, or an *EVSE* installed in the parking space.
2. The electrical panel directory shall designate the branch circuit as "EV Ready" and the junction box or receptacle shall be labelled "EV Ready."

R404.4.1.2 Construction documents. Construction documents shall graphically indicate and label all EV ready spaces and associated termination locations. For all Townhouses and one- and two-family dwellings with an electrical utility service 200 Amps or greater, a panelboard schedule shall be provided indicating the EV Ready circuit breaker space(s) and the circuit designation(s).

R404.4.2 Group R occupancies. Group-R occupancies (R-2, R-3, and R-4 buildings three stories and less) with three or more dwelling units and/or sleeping units shall be provided with electric vehicle

charging in accordance with Section 17.20.170 of the Louisville Municipal Code.

Electric vehicle charging shall be provided and installed in accordance with this section and the National Electrical Code (NFPA 70). When parking spaces are added or modified without an increase in building floor area, only the new parking spaces are subject to this requirement.

~~57.~~ **62.** A new ***Section R404.5 Additional electric infrastructure*****,** is hereby added to read as follows:

R404.5 Additional electric infrastructure. *Combustion equipment* shall be installed in accordance with this section.

R404.5.1 Combustion equipment and end-uses. *Combustion equipment* shall be provided with a dedicated, appropriately phased circuit that shall have a minimum amperage requirement for a comparable electric appliance, equipment or end use, an electrical receptacle or junction box that is connected to the electric panel, and conductors of adequate capacity within 6 feet (1829 mm) of the appliance or equipment.

Each such circuit shall be accessible with no obstructions. A reserved circuit breaker space shall be installed in the electrical panel adjacent to the circuit breaker for the branch circuit and labeled for each circuit. Both ends of the unused conductor or conduit shall be labeled "For Future Electric Equipment" and be electrically isolated.

~~58.~~ **63.** ***Section R405 Total building performance*****,** is deleted in its entirety.

~~59.~~ **64.** ***Section R406.3 Building thermal envelope*****,** is hereby deleted and replaced with the following:

R406.3 Building thermal envelope. Building and portions thereof shall comply with Table R406.3.

Table R406.3
Average of the Insulation and Fenestration Requirements by Component

Roof	R-60
Above grade walls	R-21
Below grade walls	R-21
Floors	R-38
Non heated slab on grade	R-10 for 4ft

Heated slab on grade	R-15 for 4 ft + R-5 under full slab
Fenestration U-Factor	.30
Fenestration SHGC	.33
Skylight U-Factor	.50
Skylight SHGC	.40

~~60.~~ **65.** ***Section R406.3.1 On-site renewables are not included,*** is deleted in its entirety.

~~61.~~ **66.** ***Section R406.3.2 On-site renewables are included,*** is deleted in its entirety.

~~62.~~ **67.** ***Section R406.3.2 Tropical Climate Region Compliance Path,*** is deleted in its entirety.

~~63.~~ **68.** ***Section R505.1 General,*** is hereby amended to remove the exception.

~~64.~~ **69.** ***Section R505.1.1 Unconditioned space,*** is hereby deleted and replaced with the following:

> **R505.1.1** Unconditioned space. Any unconditioned or low-energy space that is altered to become a conditioned space shall comply with Section R503.

Sec.15.18.040. – Design criteria.

All new heated commercial and residential heated structures shall meet the following design criteria:

1. **Non-reducible ~~Snow~~ roof snow load**: 30 pounds per square foot.

2. Wind speed:

   a. 145 miles per hour three second gust ASCE-7-10;

   b. ASTM D3161 test with Class F Application.

3. Wind exposure: "C", unless in the opinion of the Chief Building Official greater restrictions are needed to protect public safety.

4. Seismic zone: B.

5. Frost line depth: 36 inches below finished grade.

6. Weathering: Severe – Climate Zone 5B.

7. Termite: Slight.

8. Decay: Slight.

9. Winter design temperature: one degree.

10. Anticipated snow: six inches.

11. Ice and water shield: required on all shingled roofs – eaves only. Shields must extend from the lowest edges to a point at least 24 inches inside the exterior wall line of the building.

12. Drip edge: required on both eaves and rakes of roof.

13. Air freezing index: less than 1000.

14. Mean annual temperature: 47 degrees.

15. Elevation: 5,337 feet above sea level.

16. Sump pumps:

a. Cannot drain into sanitary or storm sewer;

b. Must daylight into lawn away from foundation;

c. Perimeter foundation systems must day light or drain into sump pit and then sump pump, and sump pump must drain into lawn.

17. Drainage from house: slope at least six inches in the first ten feet.

18. Retaining walls:

a. Less than 48 inches from the bottom of the footing to the top of the retaining wall with no surcharge: no permit required.

b. More than 48 inches from bottom of footing to top of retaining wall, or any wall with surcharge: requires stamped engineering plans.

19. Backflow preventer: required on all residential irrigation systems (see cross connection control regulations).

20. Hot water heaters:

a. Expansion tanks required for all hot water heaters;

b. Drain pan required if placed on wood floor.

Sec.15.18.050. - Applicability.

Notwithstanding anything in the International Energy Conservation Code to the contrary, a developer/owner of a residential or commercial building may elect an inspection in accordance with the policies and procedures of the International Energy Conservation Code, as amended herein.

Sec. 15.18.060. - Copies available.

At least one copy of the International Energy Conservation Code, 2021 Edition, as amended herein, certified to be true and accurate, shall be available for public inspection at the office of the Building Safety Division, during business hours. The city clerk shall at all times maintain a reasonable supply of copies of the code available for purchase by the public at a moderate price. Electronic copies are available, without amendment, at https://codes.iccsafe.org/public/collections/I-Codes.

Sec. 15.18.070. - Violations and penalties.

It shall be unlawful for any person, firm, or corporation to erect, construct, enlarge, alter, repair, move, improve, remove, convert or demolish, equip, use, occupy or maintain any building or structure or cause or permit the work to be done, in violation of the provisions of this chapter or the terms of the code or standards adopted and incorporated in this chapter. Any person convicted of a violation of any provision of this chapter or of the provisions of the code or standards adopted and incorporated in this chapter shall be subject to the penalty provided in section 1.28.010.

Section 2. Chapter 15.60 of the Louisville Municipal Code is hereby repealed.

Section 3. Title 17 the Louisville Municipal Code is hereby amended by the addition of a new Section 17.20.170 to read as follows:

Sec. 17.20.170. – Electric vehicle charging infrastructure. ~~Vehicle Charging Infrastructure.~~

A. Purpose and Intent. The purpose and intent of this section is to facilitate and encourage the use of electric vehicles, to expedite the establishment of convenient and cost-effective electric vehicle infrastructure, and establish the minimum requirements for such infrastructure to serve both short and long-term parking needs.

B. Definitions. The following definitions shall apply to this Section:

Electric vehicle charging stations (EVCS) means a public or private parking space that is served by battery charging station equipment that has as its primary purpose the transfer of electric energy (by conductive or inductive means) to a battery or other energy storage device in an electric vehicle.

Electric vehicle charging station – private restricted use means an electric vehicle charging station that is:

1. Privately owned and restricted access (e.g., single-family dwelling unit, executive parking, designated employee parking, assigned parking at multi-family residential building); or

2. Publicly owned and restricted (e.g., fleet parking with no access to the general public).

Electric vehicle charging station – public use means an electric vehicle charging station that is:

1. Publicly owned and publicly available (e.g., Park-n-ride, public library parking lot, Recreation and Senior Center lot, etc); or

2. Privately owned and available to visitors of the use (e.g., shopping center, hotel, office, etc.)

Electric vehicle parking space means any marked parking space that identifies the use to be exclusively for the parking of an electric vehicle.

C. Number of required electric vehicle charging stations. The following table sets forth the number of required charging stations for all new development or redevelopments as required in Chapter 15.18 of the Louisville Municipal Code. This list is not intended to be exhaustive of each use category, however is intended to establish general categories of use tiers. The Director of Planning and Building Safety shall determine the appropriate tier if the use is not identified in the table below.

1. Requirements will be rounded up to the nearest whole number.

2. Minimum electrical and hardware requirements for EVSE Installed, EV Ready, and EV Capable are set forth in Chapter 15.18 of the Louisville Municipal Code.

	EV Installed	EV- Ready	EV Capable
Residential Uses			
Single-Family unit		1 space	1 space

Multi-Family unit, with dedicated parking spaces or garages		1 space	1 space
Tier 1			
Multi-Family, without dedicated parking spaces or garages	10% of spaces	10% of spaces	50% of spaces
Hotel, Motel, Extended Stay Lodging Facility			
Tier 2 – Employment oriented uses	7% of spaces	10% of spaces	15% of spaces
Business and Professional Offices			
General research facilities, light industrial facilities including manufacturing, assembly, warehouse and fabrication			
Hospital			
Tier 3 – Service and Sales oriented uses	5% of spaces	10% of spaces	10% of spaces
Private and public recreational and social facilities, membership clubs, lodges, and fraternal organizations			
Religious institution			
Commercial amusement, indoor and outdoor			
Schools, including public, private, vocational or business			
Restaurant			
Retail			
Personal service			
Medical and dental clinics			

D. Permitted locations.

1. EVCS are permitted in every zoning district when accessory to a principal permitted use. Such stations located a single-family and designated multi-family units shall be private restricted use only.

2. If the primary use of the parcel is the retail electric charging of vehicles, then the use shall be considered an automotive fueling station for zoning purposes. Installation shall be located in zone districts which permit this use.

E. General requirements.

1. Accessible spaces. A charging station will be considered accessible if it is located adjacent to, and can serve, an accessible parking space as

defined and required by the ADA. It is not necessary to designate the EVSE exclusively for the use of vehicles parked in the accessible space.

2. EVCS – public use shall be subject to the following requirements.

a. The EVCSs shall be located in a manner that will be easily seen by the public for informational and security purposes.

b. The EVCSs shall be located in desirable and convenient parking locations will serve as an incentive for the use of electric vehicles.

c. The EVCSs must be operational during the normal business hours of the use(s) that it serves.

d. The EVSE shall be maintained in all respects, including the functioning of equipment. A phone number or other contact information shall be provided on the equipment for reporting problems with the equipment or access to it.

e. The property owner may collect a service fee for the use of EVSE.

F. The requirements of this section shall be shall be implemented through the building permit process and shall apply to:

1. All new construction, expansion or modification projects for which a building permit has not been issued as of November 24, 2021; and

2. All planned unit developments for which a building permit has not been issued as of November 24, 2021, irrespective of whether such planned unit development was approved or approved and recorded prior to such date, unless a waiver was expressly granted through the planned unit development review process set forth in Chapter 17.28.

Section 4. If any article, section, paragraph, sentence, clause, or phrase of this ordinance is held to be unconstitutional or invalid for any reason, such decision shall not affect the validity or constitutionality of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance and each part or parts hereof irrespective of the fact that any one part or parts be declared unconstitutional or invalid.

Section 5. The repeal or modification of any provision of any prior ordinance by this ordinance shall not release, extinguish, alter, modify, or change in whole or in part any penalty, forfeiture or liability, either civil or criminal, which shall have been incurred under such provision, and each provision shall be treated and held as still remaining in force for the purpose of sustaining

any judgment, decree, or order which can or may be rendered, entered, or made in such actions, suits, proceedings, or prosecutions.

Section 6. All other ordinances or portions thereof inconsistent or conflicting with this ordinance or any portion hereof are hereby repealed to the extent of such inconsistency or conflict.

INTRODUCED, READ, PASSED ON FIRST READING, AND ORDERED PUBLISHED this 21st day of September, 2021.

Ashley Stolzmann, Mayor

ATTEST:

Meredyth Muth, City Clerk

CITY OF LOUISVILLE SEAL COLORADO

APPROVED AS TO FORM:

Kelly PC, City Attorney

PASSED AND ADOPTED ON SECOND AND FINAL READING, this 19th day of October, 2021.

Ashley Stolzmann, Mayor

ATTEST:

Meredyth Muth, City Clerk

CITY OF LOUISVILLE SEAL COLORADO

ORDINANCE NO. 1845
SERIES 2022

(Second reading amendments shown with deleted text in ~~**Bold Strikethrough**~~ and new text in **Bold Double Underline**.)

AN ORDINANCE AMENDING CHAPTER 15.18.030 OF THE LOUISVILLE MUNICIPAL CODE CONCERNING AMENDMENTS AND DELETIONS TO THE 2021 INTERNATIONAL ENERGY CONSERVATION CODE TO INCLUDE REQUIREMENTS FOR COMMERCIAL ENERGY USE INTENSITY PERFORMANCE TARGETS AND RESTRICTIONS OF FOSSIL FUEL SPACE AND WATER HEATING EQUIPMENT

WHEREAS, the City Council has adopted from time to time certain building and construction standards; and

WHEREAS, it is deemed to be in the interest of the public health, safety and general welfare to adopt by reference thereto the 2021 edition of the International Energy Conservation Code; and

WHEREAS, the City of Louisville remains committed to its adopted goals to reduce energy consumption, increase clean energy sources, and support the transition to a low-carbon community as outlined in the Sustainability Action Plan and Resolution 25, Series 2019, "A Resolution Setting Clean Energy and Carbon Reduction Goals"; and

WHEREAS, reducing building energy consumption is an effective strategy to reduce community-wide energy consumption and increase long-term cost savings for businesses; and

WHEREAS, the City Council desires to add requirements for energy use intensity performance standards and building electrification to build a more resilient building stock and support future building electrification efforts pursued and businesses; and

WHEREAS, the City Council, after proper notice as required by law, has held a public hearing on this ordinance providing for the adoption of said codes; and

WHEREAS, the 2021 edition of the International Energy Conservation Code, with amendments, has been submitted to the City Council in writing and the City Council has determined that such codes should be adopted as herein set forth.

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

Chapter, 15.18.030 of the Louisville Municipal Code, concerning amendments and deletions to the 2021 International Energy Conservation Code, is hereby amended to read as follows, with new text in underline:

1. Section C202 GENERAL DEFINITIONS is amended to add the following definitions in alphabetical order:

EMERGENCY POWER SYSTEM. A source of automatic electric power of a required capacity and duration to operate required life safety, fire alarm, detection, and ventilation systems in the event of a failure of the primary power. Emergency power systems are those required for electrical loads where interruption of the primary power could result in loss of human life or serious injuries.

ENERGY USE INTENSITY (EUI). The annual building site energy use per square foot of gross floor area in units of kBTU/sq ft.

STANDBY POWER SYSTEM. A source of automatic electric power of a required capacity and duration to operate required building, hazardous materials or ventilation systems in the event of a failure of the primary power. Standby power systems are those required for electrical loads where interruption of the primary power could create hazards or hamper rescue or fire-fighting operations.

2. Section C401.2 Application is deleted in its entirely and replaced as follows:

C401.2. Commercial *buildings* and their building site shall comply with one of the following, as applicable:

C401.2.1 Performance targets. New commercial *building* types included in the scope of Appendix PT shall comply with Appendix PT and Sections C403.2.4 and C404.10.

C401.2.2 Core and shell. Core and shell buildings shall comply with the provisions of Section C402.1.3 through C402.5. When mechanical systems are installed, core and shell buildings shall also meet the provisions in **C403.2.4, C404.10, and** Section C408.

C401.2.2.1 Core and shell buildings shall submit a letter of agreement to the City stating the tenant spaces included in the scope of Appendix PT shall meet the EUI target established in Table PT103, and shall include these requirements in their lease or purchase agreements.

C401.2.3 Tenant finish. Tenant finishes included in the scope of Appendix PT shall comply with Appendix PT **and C403.2.4 and C404.10**. All other tenant finishes shall comply with the Prescriptive Compliance option, which requires compliance with Sections C401.3, C401.4, C402 through C406, and C408.

C401.2.4 Other commercial building types. Commercial *building* types not included above shall comply with the Prescriptive Compliance option, which requires compliance with Sections C401.3, C401.4, C402 through C406, and C408.

Exception: Additions, alterations, repairs, and changes of occupancy to existing buildings complying with Chapter 5.

3. Section C403.2 System design is modified as follows:

C403.2 System design. Mechanical systems shall be designed to comply with Sections C403.2.1 through ~~C403.2.3~~ C403.2.4. Where elements of a building's mechanical systems are addressed in Sections C403 through C403.14, such elements shall comply with the applicable provisions of those sections.

4. Section C403.2.4 Space heating equipment is added as follows:

C403.2.4 Space heating equipment. Fossil-fuel ~~**warm-air furnaces**~~ **appliances** and electric resistance space heating equipment shall not be permitted for space heating.

Exceptions:

1. **Emergency backup.** Where it is required by an applicable law or regulation to provide space heating with an emergency power system or a standby power system.
2. ~~**Where cfm/sq. ft. ventilation requirements result in conditions where the Building Official determines that space heating requirements cannot reasonably be met without combustion space heating systems.**~~
2. ~~3.~~ **Certain make-up air systems.** Electric resistance in make-up air systems where energy recovery ventilation is prohibited by the International Mechanical Code.
3. ~~4.~~ **Supplementary heat.** Electric resistance heat used for supplementary heat in accordance with Section C403.4.1.1
4. ~~5.~~ **Electric resistance budget. In addition to any exceptions in this section, ~~Up~~ up** to 5 W of electric resistance space heating per square foot of *conditioned floor area* in the *building*, not including supplementary heat.
   Electric resistance heating elements integrated into heat pump equipment.
5. ~~6.~~ **Integrated units.** Electric resistance heating elements integrated into heat pump equipment.
6. ~~7.~~ **Heated plenums.** Electric resistance in heated plenums.
7. **Temporary systems. Temporary electric resistance heating systems are permitted where serving future tenant spaces that are unfinished and unoccupied, provided that the heating equipment is sized and controlled to**

achieve interior space temperatures no higher than needed to prevent freezing.

8. **Freeze protection.** ~~**Electric resistance for freeze protection elements.**~~ **Electric resistance in heating systems intended for freeze protection.**
9. **Outdoor systems.** Equipment used for outdoor heating.
10. **Specific conditions. Portions of buildings that require fossil fuel or electric resistance space heating for specific conditions approved by the Building Official for research, health care, process or other specific needs that cannot practicably be served by heat pump or other space heating systems. This does not constitute a blanket exception for any occupancy type.**
11. ~~**10.**~~ **Replacements.** Replacement fuel-fired ~~**furnace equipment**~~ **appliances**.

5. Section C404.10 Water heating equipment is added as follows:

C404.10 Water heating equipment. Fossil fuel and electric resistance instantaneous and storage water heaters shall not be used to provide hot water.

Exceptions:

1. **Emergency backup. Where it is required by an applicable law or regulation to provide water heating with an emergency power system or a standby power system.**
2. ~~**1.**~~ **Integrated units.** Resistance heating elements integrated into heat pump water heating equipment.
3. ~~**2.**~~ **Recirculation loops.** Electric resistance elements used for recirculation loop temperature maintenance.
4. ~~**3.**~~ **Small systems.** Electric storage water heaters with a rated water storage volume no greater than 20 gallons.
5. ~~**4.**~~ **Point-of-use systems.** Instantaneous electric water heaters located within 10 feet of the point of use.
6. ~~**5.**~~ **Renewable electricity.** Electric resistance equipment where not less than 100 percent of the annual service water-heating requirement is provided by an *on-site renewable energy system* not used to meet any other provision of this code.
7. ~~**6.**~~ **Renewable or waste thermal energy.** Electric resistance storage water heating equipment in *buildings* where not less than 75% of the annual service water heating requirement is met by a solar thermal system or other renewable thermal system.
8. ~~**7.**~~ **High-temperature requirements.** Water heating systems that serve end-uses or have a storage requirement that necessitates a water temperature of 141°F (55°C) or hotter.
9. **Electric resistance budget. In addition to any exceptions in this section, a budget of 24 kW plus 0.1 watts per square foot of building area of electric resistance service water heating capacity per building.**
10. **Commercial kitchens. Electric booster-heaters serving commercial dishwashers, commercial food service equipment, and other approved**

process equipment that require supply water temperatures of 120°F (49°C) or higher.

11. ~~8.~~ **Replacements.** Replacement of gas-fired storage water heaters or instantaneous water heaters.

APPENDIX PT
MODELING TO A PERFORMANCE TARGET

PT101 Scope. This section establishes criteria for demonstrating compliance with a performance target, and is required for new multifamily (occupancy R-2), offices greater than 5,000 ft^2, primary and secondary schools, parking garages, and warehouses. All end use load components within and associated with the building and their building sites shall be modeled.

PT102 Mandatory requirements. The requirements in this section are mandatory requirements and shall be required in addition to the provisions of ASHRAE 90.1 Appendix G.

PT103 Performance target. Projects of the types listed in Table PT103 shall demonstrate that the proposed design reaches a fixed energy use intensity (EUI) less than or equal to the values in Table PT103, calculated utilizing the energy modeling procedures of Appendix G of ASHRAE 90.1. For *buildings* with multiple occupancy types, the modeled performance target shall be a weighted average of the floor area of each occupancy type.

> **Exception:** Energy used for electric vehicle charging, data centers, and process loads shall be excluded from compliance modeling.

TABLE PT103
PERFORMANCE TARGETS

BUILDING TYPE	PERFORMANCE TARGET (kBTU/ft2)
Multifamily (Occupancy R-2)	32
Office, small (>5,000 ft2)	19
Office, medium (5,000 – 50,000 ft2)	23
Office, large (>50,000 ft2)	28
School, primary	34
School, secondary	31
Warehouse	11

PT104 Renewable Energy. On-site renewable energy generated by a system installed as part of this project that is used by the building shall be subtracted from the proposed design energy consumption prior to calculating the proposed building performance.

PT105 Performance documentation. Documentation to verify compliance with this section shall be provided to the code official.

PT105.1 Projected compliance report. Permit submittals shall include a report documenting the proposed design is projected to meet the EUI target. The compliance report shall include the following specific information beyond the information required in ASHRAE 90.1 Appendix G:

1. Address of the building.
2. An inspection checklist documenting the building component characteristics of the proposed design.
3. Name of individual completing the report.
4. Name and version of compliance software tool.
5. Documentation of the reduction in energy use associated with on-site energy.

PT105.2 Construction plan requirements. Construction plans shall depict all component characteristics of the proposed design utilized for the EUI in accordance with ASHRAE 90.1 Appendix G.

PT105.3 Measured performance report. Projects shall demonstrate compliance with this code by documenting that the building has achieved the EUI performance calculated based on 12 months of metered energy use after occupancy.

PT105.3.1 Demonstration of operating energy use. Metered energy data demonstrating compliance with the EUI target shall be reported to the building official using Energy Star Portfolio Manager and adjusted for the percentage of floor area occupied. While at least 75 percent occupied, the building shall operate at or below its assigned energy use target established in Section PT103 for any recording period of 12 consecutive months that is completed within three years of the date of the Certificate of Occupancy. The owner shall notify the building official when this 12-month period has been successfully completed.

PT106 Energy metering and monitoring. All projects must install submetering or monitoring capabilities to support building energy performance analysis. The project must include capabilities to store and access a 24-month continuous data set on an ongoing basis.

PT106.1 End-use monitoring. Measurement devices shall be installed in new *buildings* to monitor the electric energy use of each of the following separately:

1. Total electric energy.
2. HVAC systems energy use.
3. Interior lighting.
4. Exterior lighting.
5. Receptacle circuits.
6. Data centers representing over 10 percent of total building load or 5 percent of building floor area.
7. Other process loads that represent 10 percent or more of total building energy use based on building energy use modeling.

PT106.2 Independent metering. The following items shall be independently metered. Individual meters used to comply with this section may not serve multiple *buildings*.

1. All fuel sources serving the building.
2. Energy production from on-site renewable energy systems.
3. Electric vehicle (EV) supply equipment.
4. Data centers representing over 10 percent of total building load or 5 percent of building floor area.
5. Other process loads that represent 10 percent or more of total building energy use based on building energy use modeling.
6. Individual tenant energy loads.

6. Section R202 GENERAL DEFINITIONS is amended as follows:

RESIDENTIAL BUILDING. For this code, includes detached one- and two-family dwellings and townhouses, as well as Group R-2 other than for *multifamily*, R-3, and R-4 buildings three stories or less in height above grade plane with separate means of egress.

MULTIFAMILY. Apartments, condominiums, and other similar-type buildings regardless of the number of stories.

INTRODUCED, READ, PASSED ON FIRST READING, AND ORDERED PUBLISHED this 15th day of November, 2022.

Ashley Stolzmann, Mayor

ATTEST:

Meredyth Muth, City Clerk

APPROVED AS TO FORM:

Kelly PC, City Attorney

PASSED AND ADOPTED ON SECOND AND FINAL READING, this 20th day of December, 2022.

Ashley Stolzmann, Mayor

ATTEST:

Meredyth Muth, City Clerk

ORDINANCE NO. _____, SERIES 2024

AN ORDINANCE AMENDING CHAPTER 15.18.030 OF THE LOUISVILLE MUNICIPAL CODE CONCERNING THE 2021 INTERNATIONAL ENERGY CONSERVATION CODE

WHEREAS, the City Council has adopted from time-to-time certain building and construction standards; and

WHEREAS, it is deemed to be in the interest of the public health, safety and general welfare to adopt by reference thereto the 2021 edition of the International Energy Conservation Code with amendments and additions to such code; and

WHEREAS, the City Council adopted Ordinance No. 1816, Series 2021 and Ordinance No. 1845, Series 2022, which included the adoption of Appendix RC to the 2021 edition of the International Energy Conservation Code, and provisions for electric space and water heating provisions for commercial development, and a new Appendix PT setting standards for energy ratings for certain commercial development; and

WHEREAS, following additional research and public input on the provisions adopted in Ordinance No. 1816, Series 2021 and Ordinance No. 1845, Series 2022, the City desires to make certain amendments to such codes to ensure the feasibility of implementation of the codes; and

WHEREAS, the City of Louisville remains committed to its adopted goals to reduce energy consumption, increase clean energy sources, and support the transition to a low-carbon community as outlined in the Sustainability Action Plan and Resolution 25, Series 2019, A Resolution Setting Clean Energy and Carbon Reduction Goals; and

WHEREAS, reducing building energy consumption is an effective strategy to reduce community-wide energy consumption and increase long-term cost savings for businesses; and

WHEREAS, the City Council is committed to environmental, economic and social sustainability, ensuring the International Energy Conservation Code is attainable for current and future business owners and tenants, supporting affordable housing and local businesses development; and

WHEREAS, the City Council, after proper notice as required by law, has held a public hearing on this ordinance providing for amendments to said codes.

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

Section 1. Section 15.18.030 of the Louisville Municipal Code, concerning amendments and deletions to the 2021 International Energy Conservation Code, is hereby amended as follows (deleted text in ~~strikethrough~~ and new text underlined):

1. *Section C101.1 Title,* is amended to insert "the City of Louisville" so the section will read:

   C101.1 Title. These regulations shall be known as the Energy Conservation Code of the City of Louisville, and shall be cited as such. It is referred to herein as "this code."

2. *Section C103.2 Information on construction documents,* is hereby amended to read as follows:

   C103.2 Information on construction documents. Construction documents shall be drawn to scale upon suitable material. Electronic media documents are permitted to be submitted when *approved* by the *code official*. Construction documents shall be of sufficient clarity to indicate the location, nature and extent of the work proposed, and show in sufficient detail pertinent data and features of the building, systems and equipment herein governed. Details shall include the following as applicable:

      1. Energy compliance path.
      2. Insulation materials and their *R*-values
      3. Fenestration *U*-factor and solar heat gain coefficients (SHGCs).
      4. Area-weighted *U*-factor and solar heat gain coefficient (SHGC) calculations.
      5. Mechanical system design criteria.
      6. Mechanical and service water heating systems and equipment types, sizes, fuel source and efficiencies.
      7. Economizer description.
      8. Equipment and system controls.
      9. Fan motor horsepower (hp) and controls.
      10. Duct sealing, duct and pipe insulation and location.
      11. Lighting fixture schedule with wattage and control narrative.
      12. Location and *daylight* zones on floor plans.
      13. Air barrier and air sealing details, including the location of the air barrier.
      14. Location of pathways for routing of raceways or cable from the solar ready zone to the electrical service panel.

3. *Section C202 General Definitions*, is hereby amended by adding, in alphabetical order, the following definitions:

   All-Electric Building: A building that contains no combustion equipment, <u>including piping</u> or plumbing for combustion equipment, installed within the building or building site.

Combustion Equipment: Any equipment or appliance used for space heating, service water heating, cooking, clothes drying and/or lighting that uses fuel gas or fuel oil.

~~*Electric Vehicle (EV):* A vehicle registered for on-road use, primarily powered by an electric motor that draws current from a rechargeable storage source that is charged by being plugged into an electrical current source.~~

~~*Electric Vehicle Supply Equipment (EVSE):* The electrical conductors and associated equipment external to the electric vehicle that provide a connection between the premises wiring and the electric vehicle to provide electric vehicle charging.~~

~~*Electric Vehicle Capable Space:* A designated parking space that is provided with conduit sized and rated for a minimum 40-amp, 208/240-Volt dedicated branch circuit and shall be no less than 1" in size. Conduit must be continuous from the future or existing electrical panelboard or switchboard location(s) and end at a junction box or receptacle located within close proximity of the parking space. The electrical panel serving the parking space shall have sufficient capacity and physical space for a dual-pole, 40-amp breaker. The conduit shall be sealed at the junction or outlet box that is capped off, with the conduit sealed and the cap labeled as "For future electric vehicle charging".~~

~~*Electric Vehicle Ready Space:* A designated parking space that is provided with a dedicated branch circuit with wiring capable of supporting a minimum 40-ampere, 208/240- Volt circuit that terminates at a receptacle, plug, junction box, or an installed electric vehicle supply equipment within close proximity of the parking space. There shall be adequate reserved space in an electrical panelboard or switchboard to meet the electric vehicle requirements.~~

~~*Electric Vehicle Supply Equipment (EVSE) Installed Space:* A designated parking space with dedicated electric vehicle supply equipment capable of supplying a minimum 40-amp, dedicated circuit rated at 208/240 Volt from a building electrical panelboard.~~

Emergency Power System: A source of automatic electric power of a required capacity and duration to operate required life safety, fire alarm, detection, and ventilation systems in the event of a failure of the primary power. Emergency power systems are those required for electrical loads where interruption of the primary power could result in loss of human life or serious injuries.

Energy Use Intensity (EUI): The annual building site energy use per square foot of gross floor area in units of kBTU/sq ft.

Residential Building: I

Standby Power System: A source of automatic electric power of a required capacity and duration to operate required building, hazardous materials or ventilation systems in the event of a failure of the primary power. Standby power systems are those required for electrical loads where interruption of the primary power could create hazards or hamper rescue or fire-fighting operations.

Tenant Finish: The first tenant occupying a space(s) in a core and shell. Multiple tenants may be considered as a tenant finish until the entire space within the core and shell has had a tenant. Once a space within a core and shell has been occupied it becomes an existing building.

4. *C401.2.* Commercial buildings shall comply with ~~Section C401.2.1~~ one of the following, as applicable

   C401.2.1 Performance targets. New commercial building types included in the scope of Appendix PT shall comply with Appendix PT and Sections C403.2.4 and C404.10.

   C401.2.2 Core and shell. Core and shell buildings shall comply with the provisions of Section C402.1.3 through C402.5. When mechanical systems are installed, core and shell buildings shall also meet the provisions in C403.2.4, C404.10, and Section C408.

   C401.2.2.1 Core and shell buildings shall submit a letter of agreement to the City stating the tenant spaces included in the scope of Appendix PT shall meet the EUI target established in Table PT103 and shall include these requirements in their lease or purchase agreements.

   C401.2.3 Tenant finish. Tenant finishes included in the scope of Appendix PT shall comply with Appendix PT and C403.2.4 and C404.10. All other tenant finishes shall comply with the Prescriptive Compliance option, which requires compliance with Sections C401.3, C401.4, C402 through C406, and C408.

   C401.2.4 Other commercial building types. Commercial building types not included above, including additions, shall comply with the Prescriptive Compliance option, which requires compliance with Sections C401.3, C401.4, C402 through C406, and C408.

   Exception: ~~Additions, alterations,~~ Alterations, repairs, and changes of occupancy to existing buildings complying with Chapter 5.

5. *Section C401.2.1 International Energy Conservation Code*, is hereby deleted and replaced to read as follows:

C401.2.1 International Energy Conservation Code

Commercial buildings shall be built all-electric unless the fuel gas options of C403.3.2 and the additional electric infrastructure requirements of C405.14 are met. All buildings must comply with the following:

City of Louisville's Prescriptive Compliance. The Prescriptive Compliance option requires compliance with Sections C401.3, C401.4, C402 through C406, and Section C408.

Core and shell buildings shall be required to comply with the provisions of Section C402.1.3 through C402.5 of the 2021 International Energy Conservation Code.

6. *Section C401.2.2 ASHRAE 90.1*, is hereby deleted in its entirety.

7. A new *Section C401.4 Mandatory Requirements for Commercial Buildings*, is hereby added to read as follows:

C401.4 Mandatory Requirements for Commercial Buildings. Commercial buildings must comply with Table C401.4.

Table C401.4 (Mandatory)
Requirements for Commercial Buildings

Title	IECC Section
Air leakage	C402.5
Calculation of heating and cooling loads	C403.1.1
Data centers	C403.1.2
System Design	C403.2
Heating and cooling equipment efficiency	C403.3
Heating and cooling system controls	C403.4, except C403.4.3, C403.4.4, C403.4.5
Economizer fault detection and diagnostics	C403.5.5
Ventilation and exhaust systems	C403.7, except C403.7.4.1
Fan and fan controls	C403.8, except C403.8.6
Large diameter ceiling fans	C403.9
Refrigeration equipment performance	C403.11, except C403.11.3
Construction of HVAC system elements	C403.12
Mechanical systems located outside of the building thermal envelope	C403.13

Service water heating	C404
Electrical power and lighting systems	C405, except C405.3
Maintenance information and system commissioning	C408

8. *Table C402.1.3 Opaque Thermal Envelope Insulation Component Minimum Requirements, R-Value Method*, is hereby deleted and replaced with the following:

Table C402.1.3 (Mandatory)
Opaque Thermal Envelope Insulation Component of an Average Minimum Requirements, *R*-Value Method in following locations:

Roof C402.2.3	
Insulation entirely above roof deck	R-49
Metal buildings[a]	R-21 + R-11 LS
Attic and other	R-49
Walls. Above grade C402.2.2	
Mass[d]	R-21
Metal buildings	R-21 + R-10ci
Metal framed	R-21+ R-10ci
Wood framed and other	R-21
Walls, Below grade C402.2.5	
Below-grade wall[b]	R-10
Floors C402.2.3	
Mass[c]	R-21
Joist/framing	R-38
Slab-on-grade floors C402.2.4	
Unheated	R-20 for 24" below
Heated[e]	R-15 for 36" below + R-5 full slab

For SI: 1 inch = 25.4 mm, 1 pound per square foot = 4.88 kg/m^2, 1 pound per cubic foot = 16 kg/m^3.
NR = No Requirement, LS = Liner System.

a.Where using *R*-value compliance method, a thermal spacer block shall be provided,
b.Where heated slabs are below grade, below-grade walls shall comply with the exterior insulation requirements for heated slabs.
c."Mass floors" shall be in accordance with Section C402.2.3.
d."Mass walls" shall be in accordance with Section C402.2.2.
e. The first value is for perimeter insulation and the second value is for full, under-slab insulation.

9. *Section C402.1.4 Assembly U-factor, C-factor or F-factor-based method*, is hereby deleted in its entirety.

10. *Section C402.1.5 Component performance alternative*, is hereby deleted in its entirety.

11. *Table C402.4 Building Envelope Fenestration Maximum U-Factor and SHGC Requirements,* is hereby deleted and replaced with the following:

Table C402.4
Building Envelope Fenestration

Vertical Fenestration	
Maximum U-Factor	0.45
Maximum SHGC	0.33
Maximum air leakage rate for all fenestration except curtain walls and storefront glazing	.20 cfm/ft2
Maximum air leakage rate for curtain walls and storefront glazing	.06 cfm/ft2
Skylights	
Maximum U-Factor	0.50
Maximum SHGC	0.40
Maximum Air leakage rate	.20 cfm/ft2

~~12. *Section C402.4.1 Maximum area*, is hereby deleted and replaced with the following:~~

~~C402.4.1 Minimum area of natural lighting. Not less than eight percent of the floor area shall be glazed .~~

~~13. *Section C402.4.2 Minimum skylight fenestration area*, is hereby deleted and replaced with the following:~~

~~**C402.4.2 Minimum area of natural lighting.** A minimum skylight area of three percent of the roof area shall be provided for all roofs.~~

~~Exception: Roof areas designated for solar ready zones shall not be included in roof area calculation.~~

12. **C403.2** *System design.* Mechanical systems shall be designed to comply with Sections C403.2.1 through ~~403.2.3~~ C403.2.4. Where elements of a building's mechanical systems are addressed in Sections C403 through C403.14, such elements shall comply with the applicable provisions of those sections.

13. Section C403.2.4 Space heating equipment is added as follows:

C403.2.4 Space heating equipment. Fossil-fuel warm air furnaces appliances and electric resistance space heating equipment shall not be permitted for space heating <u>in new construction</u>.

Exceptions:

1. *Emergency backup.* Where it is required by an applicable law or regulation to provide space heating with an emergency power system or a standby power system.
2. *Certain make-up air systems.* Electric resistance in make-up air systems where energy recovery ventilation is prohibited by the International Mechanical Code.
3. *Supplementary heat.* Electric resistance <u>and natural gas/ propane</u> heat used for supplementary heat in accordance with Section C403.4.1.1
4. *Electric resistance budget.* In addition to any exceptions in this section, Up to 5 W of electric resistance space heating per square foot of conditioned floor area in the building, not including supplementary heat.
5. *Integrated units.* Electric resistance heating elements<u>, natural gas, propane supplemental heating</u> integrated into heat pump equipment.
6. *Heated plenums.* Electric resistance in heated plenums.
7. *Temporary systems.* Temporary electric resistance heating systems are permitted where serving future tenant spaces that are unfinished and unoccupied, provided that the heating equipment is sized and controlled to achieve interior space temperatures no higher than needed to prevent freezing.
8. *Freeze protection.* Electric resistance in heating systems intended for freeze protection.
9. Outdoor systems. Equipment used for outdoor heating.
10. Specific conditions. Portions of buildings that require fossil fuel or electric resistance space heating for specific conditions approved by the Building Official for research, health care, process or other specific needs that cannot practicably be served by heat pump or other space heating systems. This does not constitute a blanket exception for any occupancy type.
11. Replacements. Replacement fuel-fired appliances.
12. <u>Backup heat. For back up heat to operate when the heat pump cannot adequately heat the space/buildings due to extreme cold weather.</u>
13. <u>Where cfm/sq. ft. ventilation requirements result in conditions where the Building Official determines that space heating requirements cannot reasonably be met without combustion space heating systems.</u>

14. Section C403.2.5 Heat pump efficiencies is added as follows:

<u>C403.2.5. Heat pump efficiencies:</u>

a. <u>Ductless System</u>
   1. <u>14.3 SEER2;</u>
   2. <u>7.5 HSPF2; or</u>

3. EnergyStar Cold Climate certified

b. Ducted System
   1. 15.2 SEER2;
   2. 9 HSPF2; or
   3. EnergyStar Cold Climate certified

14. *Section C403.3.2 HVAC equipment performance requirements*, is hereby ~~deleted in its entirety and replaced~~ amended by adding the following at the beginning of the section with remainder of section to remain ~~to read as follows~~:

C403.3.2 When HVAC fuel fired equipment is permitted to be installed, equipment shall meet the minimum efficiency requirements of Tables C403.3.2(1) through C403.3.2(16) when tested and rated in accordance with the applicable test procedure. Plate-type liquid-to-liquid heat exchangers shall meet the minimum requirements of AHRI 400. The efficiency shall be verified through certification under an approved certification program or, where a certification program does not exist, the equipment efficiency ratings shall be supported by data furnished by the manufacturer. Where multiple rating conditions or performance requirements are provided, the equipment shall satisfy all stated requirements. Where components, such as indoor or outdoor coils, from different manufacturers are used, calculations and supporting data shall be furnished by the designer that demonstrates that the combined efficiency of the specified components meets the requirements herein.

~~HVAC/fuel fired equipment performance requirements. Unless built all-electric, all new combustion equipment shall comply with the more efficient HVAC equipment performance of Sections C406.2, C406.2.3, and C406.2.4 and the additional electric infrastructure requirements in Section C405.14. A mechanical compliance certificate demonstrating compliance with section C406.2.3 and/or C406.2.4 shall be required for all HVAC, fuel fired and Service Water Heating equipment.~~

~~The efficiency shall be verified through certification under an approved certification program or, where a certification program does not exist, the equipment efficiency ratings shall be supported by data furnished by the manufacturer. Where multiple rating conditions or performance requirements are provided, the equipment shall satisfy all stated requirements. Where components, such as indoor or outdoor coils, from different manufacturers are used, calculations and supporting data shall be furnished by the designer that demonstrates that the combined efficiency of the specified components meets the requirements herein. (Tables C403.2.(1) through (16) are expressly retained and remain applicable to HVAC equipment performance.)~~

~~Exceptions:~~

~~1. Factory, laboratory, and high hazard occupancy combustion equipment, except for HVAC and domestic water heating.~~

~~2. Commercial Kitchens.~~

~~3. Other combustion equipment approved by the Building Official based on demonstration by the applicant that compliance with this section is not feasible and the equipment proposed is the most efficient appliance reasonably available.~~

16. *Section C403.4.1 Thermostatic controls*, is hereby deleted and replaced with the following:

C403.4.1 Thermostatic controls. The supply of heating and cooling energy to each *zone* shall be controlled by individual thermostatic controls capable of responding to temperature within the *zone*. Where humidification or dehumidification or both is provided, no fewer than one humidity control device shall be provided for each humidity control system. Occupancy sensors shall be provided on the thermostat to setback in accordance with C403.4.2.1

Exception: Independent perimeter systems that are designed to offset only building envelope heat losses, gains or both serving one or more perimeter *zones* also served by an interior system provided that both of the following conditions are met:

1. The perimeter system includes not fewer than one thermostatic control *zone* for each building exposure having exterior walls facing only one orientation (within ±45 degrees) (0.8 rad) for more than 50 contiguous feet (15 240 mm).
2. The perimeter system heating and cooling supply is controlled by thermostats located within the *zones* served by the system.

17. *Section C403.12.1 Duct and plenum insulation and sealing*, is hereby deleted and replaced with the following:

C403.12.1 Duct and plenum insulation and sealing. All supply and return air ducts and plenums shall be insulated with not less than R-12. Ducts, air handlers and filter boxes shall be sealed. Joints and seams shall comply with Section 603.9 of the International Mechanical Code.

18. *Section C403.12.3 Piping insulation*, is hereby amended to read as follows:

C403.12.3 Piping insulation. Piping serving as part of a heating or cooling system shall be thermally insulated to R-5.

19. *Section C404.4 Insulation of piping*, is hereby amended to read as follows:

C404.4 Insulation of piping. Piping from a water heater to the termination of the heated water fixture supply pipe shall be insulated to R-3. On both the inlet and outlet piping of a storage water heater or heated water storage tank, the piping to a heat trap or the first 8 feet (2438 mm) of piping, whichever is less, shall be insulated. Piping that is heat traced shall be insulated to R-3 or the heat trace manufacturer's instructions.

20. Section C404.10 Water heating equipment is added as follows:

C404.10 Water heating equipment. Fossil fuel and electric resistance instantaneous and storage water heaters shall not be used to provide hot water in new construction.

Exceptions:

1. *Emergency backup.* Where it is required by an applicable law or regulation to provide water heating with an emergency power system or a standby power system.
2. *Integrated units*. Resistance heating elements integrated into heat pump water heating equipment.
3. *Recirculation loops*. Electric resistance elements used for recirculation loop temperature maintenance.
4. *Small systems.* Electric storage water heaters with a rated water storage volume no greater than 20 gallons.
5. *Point-of-use systems.* Instantaneous electric water heaters located within 10 feet of the point of use.
6. *Renewable electricity*. Electric resistance equipment where not less than 100 percent of the annual service water-heating requirement is provided by an *on-site renewable energy system* not used to meet any other provision of this code.
7. *Renewable or waste thermal energy*. Electric resistance storage water heating equipment in *buildings* where not less than 75% of the annual service water heating requirement is met by a solar thermal system or other renewable thermal system.
8. *High-temperature requirements*. Water heating systems that serve end-uses or have a storage requirement that necessitates a water temperature of 141°F (55°C) or hotter.
9. *Electric resistance budget.* In addition to any exceptions in this section, a budget of 24 kW plus 0.1 watts per square foot of building area of electric resistance service water heating capacity per building.
10. *Commercial kitchens*. Electric booster-heaters serving commercial dishwashers, commercial food service equipment, and other approved process equipment that require supply water temperatures of 120°F (49°C) or higher.
11. *Replacements.* Replacement of gas-fired storage water heaters or instantaneous water heaters.

21. Section C405.2.1 Occupant sensor controls, is hereby amended to read as follows:

C405.2.1 Occupant sensor controls. Occupant *sensor controls* shall be installed to control lighting.

22. *Section C405.2.2 Time-switch controls*, is hereby deleted in its entirety.

23. *Section C405.2.2.1 Time-switch control function*, is hereby deleted in its entirety.

24. *Section C405.2.3 Light-reduction controls*, is renumbered to C405.2.2.

25. *Section C405.2.3.1 Light-reduction function*, is renumbered to C405.2.2.1.

26. *Section C405.2.4 Daylight-responsive controls*, is renumbered to C405.2.3.

27. *Section C405.2.4.1 Daylight-responsive control function*, is renumbered to C405.2.3.1.

28. *Section C405.2.4.2 Sidelit daylight zone*, is renumbered to C405.2.3.2.

29. *Section C405.2.4.3 Toplit daylight zone*, is renumbered to C405.2.3.3.

30. *Section C405.2.4.4 Atriums*, is renumbered to C405.2.3.4.

31. *Section C405.2.5 Specific application controls*, is renumbered to C405.2.4.

32. *Section C405.2.6 Manual controls*, is renumbered to C405.2.5.

33. *Section C405.2.7 Exterior lighting controls*, is renumber to C405.2.6.

34. *Section C405.2.7.1 Daylight shut off*, is renumbered to C405.2.6.1.

35. *Section C405.2.7.2 Building façade and landscape lighting*, is renumbered to C405.2.6.2.

36. *Section C405.2.7.3 Lighting setback*, is renumbered to C405.2.6.3.

37. *Section C405.2.7.4 Exterior time-switch control function*, is renumbered to C405.2.6.4.

38. *Section C405.2.8 Parking garage lighting control*, is renumbered to C405.2.7.

39. *Section C405.4.3 Gas lighting, is hereby amended to read as follows:*

C405.4.3 Gas lighting. Gas-fired lighting appliances shall not be permitted.

40. A new *Section C405.13 Electric vehicle charging infrastructure for new construction and building addition of 256 or more of original square footage*, is hereby added to read as follows:

Section C405.13.1 Electric vehicle charging infrastructure for new construction and building addition of 25% or more of original square footage. Electric vehicle charging shall be provided and installed in accordance with this section, National Electrical Code (NFPA 70), and Section 17.20.170 of the Louisville Municipal Code. ~~When parking spaces are added or modified without an increase in building floor area, only the new parking spaces are subject to this requirement.~~ All *EVSE Installed*, *EV Ready* and *EV Capable* spaces are to be included in the calculation for the number of minimum vehicle spaces required, as provided by the applicable article of the Louisville Zoning Code.

Section C405.13.2 Identification. The circuit breakers or circuit breaker spaces reserved for the *EVSE Installed*, *EV Ready*, and *EV Capable* spaces shall be clearly identified in the panelboard directory. The conduit for electric vehicle capable spaces shall be clearly identified at both the panelboard and the termination point at the parking space~~.~~

40. A new *Section C405.14 Additional electric infrastructure*, is hereby added to read as follows:

Section C405.14 Additional electric infrastructure. All *combustion equipment* and end-uses shall be installed in accordance with this section.

C405.14.1 Electric infrastructure for dwelling and sleeping units. *Combustion equipment* and end-uses serving individual dwelling units or sleeping units shall comply with Section R404.5.

C405.14.2 Combustion equipment. *Combustion equipment* shall be provided with conduit that is continuous between a junction box located within 3 feet (914 mm) of the appliance or equipment and an electrical panel. The junction box, conduit and bus bar in the electrical panel shall be rated and sized to accommodate a branch circuit with sufficient capacity for an equivalent electric appliance, equipment or end use with an equivalent equipment capacity. The electrical junction box and electrical panel shall have labels stating, “For Future Electric Equipment”.

Exception: Industrial and manufacturing uses are exempt from Section C405.14.

41. *Section C502.1.1 General*, is hereby amended to read as follows:

Additions to an existing building, building system or portion thereof shall conform to the provisions of Section C401.2.4 as those provisions relate to new construction without requiring the unaltered portion of the existing building or building system to comply with this code. Additions shall not create unsafe or hazardous condition or overload existing building systems. An addition shall be deemed to comply with this code if the addition alone complies or if the existing building and addition comply with this code as a single building.

42. *Section C503.1 General* Exception 3 is deleted in its entirety.

43. *Section C503.2 Building Envelope* is amended with exception remaining to read as follows:

New building envelope assemblies that are part of the alteration shall comply with Sections C402.1 through C402.5. Existing ceilings, roofs, all wall types, or floors exposed during construction shall comply with Table C402.1.3.

44. *Section C505.1 General*, is hereby amended to read as follows:

C505.1 General. Where the use in a space changes from one use in Table C405.3.2(1) or C405.3.2(2) to another use in Table C405.3.2(1) or C405.3.2(2), the installed lighting wattage shall comply with Section C405.3. Where the space undergoing a change in occupancy or use is in a building with a fenestration area that exceeds the limitations of Section C402.4.1, the space is exempt from Section C402.4.1 provided that there is not an increase in fenestration area.

Exception: Egress doors with fenestration are allowed to bring total fenestration percentages over the allowed maximum amount of vertical fenestration.

APPENDIX PT
MODELING TO A PERFORMANCE TARGET

PT101 Scope. This section establishes criteria for demonstrating compliance with a performance target, and is required for new hotels (occupancy R-1), multifamily (occupancy R-2), offices, primary and secondary schools, and warehouses. All end use load components within and associated with the building and their building sites shall be modeled.

PT102 Mandatory requirements. The requirements in this section are mandatory requirements and shall be required in addition to the provisions of ASHRAE 90.1 Appendix G.

PT103 Performance target. Projects of the types listed in Table PT103 shall demonstrate that the proposed design reaches a fixed energy use intensity (EUI) less than or equal to the values in Table PT103, calculated utilizing the energy modeling procedures of Appendix G of ASHRAE 90.1. For *buildings* with multiple occupancy types, the modeled performance target shall be a weighted average of the floor area of each occupancy type.

Exception: Energy used for electric vehicle charging, data centers, and process loads shall be excluded from compliance modeling.

TABLE PT103
PERFORMANCE TARGETS

BUILDING TYPE	PERFORMANCE TARGET (kBTU/ft2)
Hotel (Occupancy R-1)	32
Multifamily (Occupancy R-2)	32
Office, small (≥ 0 - 5,000 ft2)	19
Office, medium (5,000 – 50,000 ft2)	23
Office, large (>50,000 ft2)	28
School, primary	34
School, secondary	31
Warehouse	11

PT104 Renewable Energy. On-site renewable energy generated by a system installed as part of this project that is used by the building shall be subtracted from the proposed design energy consumption prior to calculating the proposed building performance.

PT105 Performance documentation. Documentation to verify compliance with this section shall be provided to the code official.

PT105.1 Projected compliance report. Permit submittals shall include a report documenting the proposed design is projected to meet the EUI target. The compliance report shall include the following specific information beyond the information required in ASHRAE 90.1 Appendix G:

1. Address of the building.
2. An inspection checklist documenting the building component characteristics of the proposed design.
3. Name of individual completing the report.
4. Name and version of compliance software tool.
5. Documentation of the reduction in energy use associated with on-site energy.

PT105.2 Construction plan requirements. Construction plans shall depict all component characteristics of the proposed design utilized for the EUI in accordance with ASHRAE 90.1 Appendix G.

~~**PT105.3 Measured performance report.** Projects shall demonstrate compliance with this code by documenting that the building has achieved the EUI performance calculated based on 12 months of metered energy use after occupancy.~~

> ~~**PT105.3.1 Demonstration of operating energy use.** Metered energy data demonstrating compliance with the EUI target shall be reported to the building official using Energy Star Portfolio Manager and adjusted for the percentage of floor area occupied. While at least 75 percent occupied, the building shall operate at or below its assigned energy use target established in Section PT103 for any recording period of 12 consecutive months that is completed within three years of the date of the Certificate of Occupancy. The owner shall notify the building official when this 12-month period has been successfully completed.~~

~~**PT106 Energy metering and monitoring.** All projects must install submetering or monitoring capabilities to support building energy performance analysis. The project must include capabilities to store and access a 24-month continuous data set on an ongoing basis.~~

> ~~**PT106.1 End-use monitoring.** Measurement devices shall be installed in new *buildings* to monitor the electric energy use of each of the following separately:~~
>
> ~~1. Total electric energy.~~
> ~~2. HVAC systems energy use.~~
> ~~3. Interior lighting.~~
> ~~4. Exterior lighting.~~
> ~~5. Receptacle circuits.~~
> ~~6. Data centers representing over 10 percent of total building load or 5 percent of building floor area.~~
> ~~7. Other process loads that represent 10 percent or more of total building energy use based on building energy use modeling.~~
>
> ~~**PT106.2 Independent metering.** The following items shall be independently metered. Individual meters used to comply with this section may not serve multiple *buildings*.~~
>
> ~~1. All fuel sources serving the building.~~
> ~~2. Energy production from on-site renewable energy systems.~~
> ~~3. Electric vehicle (EV) supply equipment.~~

~~4. Data centers representing over 10 percent of total building load or 5 percent of building floor area.~~
~~5. Other process loads that represent 10 percent or more of total building energy use based on building energy use modeling.~~
~~6. Individual tenant energy loads.~~

45. *Section R101.1 Title*, is amended to insert "the City of Louisville" so the section will read:

R101.1 Title. These regulations shall be known as the Energy Conservation Code of the City of Louisville and shall be cited as such. It is referred to herein as "this code."

46. *Section R103.2 Information on construction documents*, is amended to read as follows:

R103.2 Information on construction documents. Construction documents shall be drawn to scale upon suitable material. Electronic media documented are permitted to be submitted when *approved* by the *code official*. Construction documents shall be of sufficient clarity to indicate the location, nature and extent of the work proposed, and show in sufficient detail pertinent data and features of the building, systems and equipment herein governed. Details shall include the following as applicable:

1. Energy compliance path.
2. Insulation materials and their *R*-values
3. Fenestration *U*-factor and solar heat gain coefficients (SHGCs).
4. Area-weighted *U*-factor and solar heat gain coefficient (SHGC) calculations.
5. Mechanical system design criteria.
6. Mechanical and service water heating systems and equipment types, sizes, fuel source and efficiencies.
7. Equipment and system controls.
8. Duct sealing, duct and pipe insulation and location.
9. Air sealing detail.
10. Location of pathways for routing of raceways or cable from the solar ready zone to the electrical service panel.

47. *Section R202 General Definitions*, is hereby amended by adding, in alphabetical order, the following definitions:

All-Electric Building: A building that contains no combustion equipment, or plumbing <u>or piping</u> for combustion equipment, installed within the building or building site.

Combustion Equipment: Any equipment or appliance used for space heating, service water heating, cooking, clothes drying and/or lighting that uses fuel gas or fuel oil.

~~*Electric Vehicle (EV):* A vehicle registered for on-road use, primarily powered by an electric motor that draws current from a rechargeable storage source that is charged by being plugged into an electrical current source.~~

~~*Electric Vehicle Supply Equipment (EVSE):* The electrical conductors and associated equipment external to the electric vehicle that provide a connection between the premises wiring and the electric vehicle to provide electric vehicle charging.~~

~~*Electric Vehicle Capable Space:* A designated parking space that is provided with conduit sized and rated for a minimum 40-amp, 208/240-Volt dedicated branch circuit and shall be no less than 1" in size. Conduit must be continuous from the future or existing electrical panel board or switchboard location(s) and end at a junction box or receptacle located within close proximity of the parking space. The electrical panel serving the parking space shall have sufficient capacity and physical space for a dual-pole, 40-amp breaker. The conduit shall be sealed at the junction or outlet box that is capped off, with the conduit sealed and the cap labeled as "For future electric vehicle charging".~~

~~*Electric Vehicle Ready Space:* A designated parking space that is provided with a dedicated branch circuit with wiring capable of supporting a minimum 40-ampere, 208/240- Volt circuit that terminates at a receptacle, plug, junction box, or an installed electric vehicle supply equipment within close proximity of the parking space. There shall be adequate reserved space in an electrical panel board or switchboard to meet the electric vehicle requirements.~~

Residential Building. For this code, includes detached one- and two-family dwellings and multiple single-family dwellings (townhouses) and R-3 and R-4 buildings three stories or less in height above grade plane.

48. *Section R401.2 Application,* is hereby deleted and replaced with the following:

R401.2 Application. New ~~R~~residential buildings shall be built using appendix RB and RC and shall be built all-electric unless the fuel gas options of R403.7 and additional electric infrastructure requirements of R404.5 are met. ~~All residential buildings shall comply with the R401.2.1 City of Louisville's Prescriptive Compliance or R406 Energy Rating Index with a maximum rating index of 50 before the installation of solar panels~~

Exceptions:

1. New residential buildings certified through the Passive House Institute US, Inc. (PHIUS) program
2. Additions shall comply with R401.2.1 and Chapter 5
3. ~~Additions,~~ ~~a~~Alterations, repairs and changes of occupancy to existing buildings complying with Chapter 5.

49. *Section R401.2.1 Prescriptive Compliance Option,* is hereby deleted and replaced with the following:

R401.2.1 City of Louisville's Prescriptive Compliance. The City of Louisville's Prescriptive compliance requires compliance with Sections R401 through R404.

50. Section R401.2.2 Total Building Performance Option, is hereby deleted in its entirety.

51. Section R401.2.4 Tropical Climate Region, is hereby deleted in its entirety.

52. *Section R401.2.5 Additional Energy Efficiency*, is hereby amended to read as follows:

Section R401.2.5 Additional Energy Efficiency. Building shall comply with one of the additional efficiency options and shall be installed in according to Section R408.2.

53. A new *Section R401.4 Mandatory requirements for residential buildings*, is hereby added to read as follows:

R401.4 Mandatory requirements for residential buildings. Residential building must comply with the following sections from the 2021 International Energy Conservation Code found in Table R401.4 and Section R401.2.

Table R401.~~3~~4
Mandatory requirements for residential buildings

Title	IECC Section
Vapor retarder	R402.1.1
Eave baffle	R402.2.3
Access hatches and doors	R402.2.4.1
Crawl space wall insulation	R402.4.1.2
Maximum fenestration U-factor and SHGC	R402.5
Mechanical Controls	R403.1
Ducts	R403.3 except R403.3.2, R403.3.3, and R403.6
Mechanical system piping insulation	R403.4
Heated water circulation and temperature maintenance systems	R403.5.1
Drain Water heat recovery units	R403.5.3
Mechanical ventilation	R403.6 including E403.6.1

Equipment sizing and efficiency rating	R403.7
Systems serving multiple dwelling units	R403.8
Snow melt and ice systems	R403.9
Energy consumption of pools and spas	R403.10
Portable spas	R403.11
Residential pools and permanent residential spas	R403.12
Lighting equipment	R404.1
Interior lighting controls	R404.2

54. *Section R402.1 General,* is hereby amended to read as follows:

R402.1 General. The building thermal envelope shall comply with the requirements of Section R402.1.1 and R402.1.2.

55. *Section R402.1.2 Insulation and fenestration,* is hereby deleted and replaced with the following*:*

R402.1.2 Insulation ~~and fenestration~~. New and replacement ~~A~~assemblies shall have R-value of insulation materials equal to or greater than that specified in Table R402.1.2 ~~unless an alternative path is specified while using HERS energy rating index of 50.~~

Exception: New Construction complying with exception 1 of R401.2

Table R402.1.2
Average Insulation and Fenestration Requirements by Component

Roof	R-60
Above grade walls	~~R-21~~ R-30 or R-20 &R-5 ci
Below grade walls	~~R-21~~ R-19
Floors	R-38
Non heated slab on grade	R-10 for 4ft
Heated slab on grade	R-15 for 4 ft + R-5 under full slab
Fenestration U-Factor	.30
Fenestration SHGC	.33
Skylight U-Factor	.50
Skylight SHGC	.40
Hot Water Pipes	R-3
Warm Air Ducts	R-8

55. Section R402.1.5 Total UA alternative, is hereby deleted in its entirety.

56. Section R402.3.3 Glazed fenestration exemption, is hereby amended to read as follows:

R402.3.3 Glazed fenestration exemption. Not greater than 15 square feet (1.4 m^2) of glazed fenestration per dwelling unit shall be exempt from the U-factor and SHGC requirements in Section R402.1.2.

57. *Section R402.4.1.2 Testing*, is hereby deleted and replaced to read as follows:

Section R402.4.1.2 Testing. All new buildings or dwelling units that are heated or cooled, and additions over 500 square feet shall be tested for air leakage.

58. *Section R402.5 Maximum fenestration U-factor and SHGC,* is hereby deleted and replaced with the following*:*

Section R402.5 Maximum fenestration U-factor and SHGC. The maximum U-factor and solar heat gain coefficient (SHGC) for fenestration shall not be required in storm shelters complying with ICC 500.

59. *Section R403.3.1 Ducts located outside conditioned space*, is hereby deleted and replaced with the following*:*

R403.3.1 ***Ducts located outside conditioned space*****.** All supply and return ducts shall be insulated to a minimum R-8 if located outside a conditioned space.

60. *Section R403.5.2 Hot water pipe insulation*, is hereby deleted and replaced with the following*:*

R403.5.2 Hot water pipe insulation. All service hot water piping shall be insulated to a minimum ~~R-5~~ R-3.

62. *Section R403.7 Equipment sizing and efficiency rating*, is hereby deleted and replaced with the following*:*

R403.7 Equipment sizing and efficiency rating. All new buildings and additions greater than 500 square feet with heating and cooling equipment shall be sized in accordance with ACCA Manual S based on building loads calculated in accordance with ACCA Manual J or other approved heating and cooling calculation methodologies. In addition to complying with Sec. R404.6 Additional Electric Infrastructure, new and replacement electrical heating and cooling equipment shall have an efficiency rating equal to or greater than the minimum required by federal law for the geographic location where the equipment is

installed. New gas heating equipment shall comply with the following efficiencies:

1. Gas furnaces shall have a minimum of ~~96%~~ 95% efficiency.
2. Gas boilers shall have a minimum of ~~90%~~ 95% AFUE.
3. On demand water heaters shall have a greater than .92 uniform energy factor.
4. Heat pump efficiencies:
   a. Ductless System
      1. 14.3 SEER2;
      2. 7.5 HSPF2; or
      3. EnergyStar Cold Climate certified
   b. Ducted System
      1. 15.2 SEER2;
      2. 9 HSPF2; or
      3. EnergyStar Cold Climate certified

Exception: Solid fuel stoves/gas fireplaces, outdoor fire pits, gas stoves and ovens.

63. *Section R404.1.1 Fuel gas lighting equipment, is hereby amended to read as follows:*

R404.1.1 Fuel gas lighting equipment. Fuel gas lighting systems shall not be installed.

64. A new *Section R404.4 Electric vehicle charging infrastructure for new construction and building addition of 50% or more of original square footage*, is hereby added to read as follows:

Section R404.4 Electric vehicle charging infrastructure for new construction and building addition of 50% or more of original square footage. Electric infrastructure for the current and future charging of *electric vehicles* shall be installed in accordance with this section per Section 17.20.170 of the Louisville Municipal Code. *EV ready spaces and EV capable spaces* are permitted to be counted toward meeting minimum parking requirements.

R404.4.1 One- and two- family dwellings and townhouses. One- and two-family dwellings and townhouses with a dedicated attached or detached garage or on-site parking spaces shall be provided with electric vehicle charging in accordance with Section 17.20.170 of the Louisville Municipal Code.

R404.4.1.1 Minimum EV Ready infrastructure. Minimum EV Ready Space infrastructure shall require the following:

1. Installation of conductors:
   a. Conductors shall be installed of sufficient size to accommodate a minimum 240VAC 40Amp branch circuit to each parking space where required.

b. Conductors shall terminate in either a receptacle, plug, junction or outlet box, or an *EVSE* installed in the parking space.

2. The electrical panel directory shall designate the branch circuit as "EV Ready" and the junction box or receptacle shall be labelled "EV Ready."

R404.4.1.2 Construction documents. Construction documents shall graphically indicate and label all EV ready spaces and associated termination locations. For all Townhouses and one- and two-family dwellings with an electrical utility service of 200 Amps or greater, a panelboard schedule shall be provided indicating the EV Ready circuit breaker space(s) and the circuit designation(s).

R404.4.2 Group R occupancies. Group-R occupancies (~~R-2,~~ R-3, and R-4 buildings three stories and less) with three or more dwelling units and/or sleeping units shall be provided with electric vehicle charging in accordance with Section 17.20.170 of the Louisville Municipal Code.

Electric vehicle charging shall be provided and installed in accordance with this section and the National Electrical Code (NFPA 70). When parking spaces are added or modified without an increase in building floor area, only the new parking spaces are subject to this requirement.

65. A new *Section R404.5 Additional electric infrastructure*, is hereby added to read as follows:

R404.5 Additional electric infrastructure. *Combustion equipment* shall be installed in accordance with this section.

R404.5.1 Combustion equipment and end-uses. *Combustion equipment* shall be provided with a dedicated, appropriately phased circuit that shall have a minimum amperage requirement for a comparable electric appliance, equipment or end use, an electrical receptacle or junction box that is connected to the electric panel, and conductors of adequate capacity within 6 feet (1829 mm) of the appliance or equipment.

Each such circuit shall be accessible with no obstructions. A reserved circuit breaker space shall be installed in the electrical panel adjacent to the circuit breaker for the branch circuit and labeled for each circuit. Both ends of the unused conductor or conduit shall be labeled "For Future Electric Equipment" and be electrically isolated.

66. *Section R405 Total building performance*, is deleted in its entirety.

67. *Section R406.3 Building thermal envelope*, is hereby deleted in its entirety and replaced with the following*:*

R406.3 Building thermal envelope. ~~Building and portions thereof shall comply with Table R406.3.~~ The building thermal envelope shall be greater or equal to the levels of efficiency and SHGC in Table R406.3.

Table R406.3
Average of the Minimum Insulation and Maximum Fenestration Requirements by Component

Roof	R-60
Above grade walls	R-21
Below grade walls	R-21
Floors	R-38
Non heated slab on grade	R-10 for 4ft
Heated slab on grade	R-15 for 4 ft + R-5 under full slab
Fenestration U-Factor	.30
Fenestration SHGC	.33
Skylight U-Factor	.50
Skylight SHGC	.40
Heated Water Pipes	R-3
Heated air Ducts	R-8

68. *Section R406.3.1 On-site renewables are not included,* is deleted in its entirety.

69. *Section R406.3.2 On-site renewables are included,* is deleted in its entirety.

70. *Section ~~406.3.2~~* R407 *Tropical Climate Region Compliance Path,* is deleted in its entirety.

71. *Section R502.1.1 General,* is hereby amended to read as follows:

Additions to an existing building, building system or portion thereof shall conform to the provisions of R401.2.1 as those provisions relate to new construction without requiring the unaltered portion of the existing building or building system to comply with this code. Additions shall not create unsafe or hazardous conditions or overload existing building systems. An addition shall be deemed to comply with this code where the addition alone complies, where the existing building and addition comply with this code as a single building, or where

the building with the addition does not use more energy than the existing building. Additions shall be in accordance with Section R502.2 or R502.3.

72. *Section R503.1.1 Building Envelope* is amended to read as follows:
Building envelope assemblies that are part of the alteration shall comply with Section R401.2.1

Section R503.1.1 Building envelope Exception 2 is deleted in its entirety and replaced with the following.

2. Section R402.4.1.2 Testing

73. *Section R505.1 General* is hereby amended to remove the exception.

74. *Section R505.1.1 Unconditioned space,* is hereby deleted and replaced with the following:

R505.1.1 Unconditioned space. Any unconditioned or low-energy space that is altered to become a conditioned space shall comply with Section R503.

75. RC102.1 General is amended to read as follows.

RC102.1 General. New residential buildings shall comply with Sections RC102.2 through RC102.9.

76. RC102.2 Energy Rating Index zero energy score is amended to read as follows.

RC102.2 Energy Rating Index zero energy score.
Compliance with this section requires that the rated design be shown to have a Home Energy Rating System (HERS) score of 50 before solar and 0 with solar when compared to the Energy Rating Index (ERI) reference design determined in accordance with RESNET/ICC 301 for both of the following:

1. ERI value not including on-site power production (OPP) calculated in accordance with RESNET/ICC 301.
2. ERI value including on-site power production calculated in accordance with RESNET/ICC 301 with the OPP in Equation 4.1.2 of RESNET/ICC 301 adjusted in accordance with Equation RC-1.

Adjusted OPP = OPP + CREF + REPC (Equation RC-1)

where:
CREF = Community Renewable Energy Facility power production—the yearly energy, in kilowatt hour equivalent (kWheq), contracted from a community

renewable energy facility that is qualified under applicable state and local utility statutes and rules, and that allocates bill credits to the rated home.
REPC = Renewable Energy Purchase Contract power production—the yearly energy, in kilowatt hour equivalent (kWheq), contracted from an energy facility that generates energy with photovoltaic, solar thermal, geothermal energy or wind systems, and that is demonstrated by an energy purchase contract or lease with a duration of not less than 15 years.

RC102.2.1 HERS Score. Buildings shall comply with the scores in Table RC102.2.1.

Table RC102.2.1.

HERS SCORE NOT INCLUDING OPP	HERS SCORE INCLUDING OPP
50	0

76. RC102.3 through RC102.9 are added to Appendix RC to read as follows.

RC102.3 Mandatory Sections. All projects shall comply with all sections within Table RC102.3.

Table RC102.3
Mandatory requirements for residential buildings

Title	IECC Section
Vapor retarder	R402.1.1
Eave baffle	R402.2.3
Access hatches and doors	R402.2.4.1
Crawl space wall insulation	R402.4.1.2
Maximum fenestration U-factor and SHGC	R402.5
Mechanical Controls	R403.1
Ducts	R403.3 except R403.3.2, R403.3.3, and R403.6
Mechanical system piping insulation	R403.4
Heated water circulation and temperature maintenance systems	R403.5.1
Drain Water heat recovery units	R403.5.3
Mechanical ventilation	R403.6 including E403.6.1
Equipment sizing and efficiency rating	R403.7
Systems serving multiple dwelling units	R403.8

Snow melt and ice systems	R403.9
Energy consumption of pools and spas	R403.10
Portable spas	R403.11
Residential pools and permanent residential spas	R403.12
Lighting equipment	R404.1
Interior lighting controls	R404.2

RC102.4 Building Envelope. The building thermal envelope shall be greater or equal to the levels of efficiency and SHGC in Table RC102.4.

Table RC102.4
Average of the Minimum Insulation and Maximum Fenestration Requirements by Component

Roof	R-60
Above grade walls	R-21
Below grade walls	R-21
Floors	R-38
Non heated slab on grade	R-10 for 4ft
Heated slab on grade	R-15 for 4 ft + R-5 under full slab
Fenestration U-Factor	.30
Fenestration SHGC	.33
Skylight U-Factor	.50
Skylight SHGC	.40

RC102.5 Verification by approved agency.
Verification of compliance with Section R102.4 as outlined in Sections of this appendix shall be completed by an approved third party. Verification of compliance with Section R102.3 shall be completed by the authority having jurisdiction or an approved third-party inspection agency in accordance with Section R105.4.

RC102.6 Documentation.
Documentation of the software used to determine the ERI and the parameters for the residential building shall be in accordance with Sections RC102.6.1 through RC102.6.4

RC102.6.1 Compliance software tools.
Software tools used for determining HERS shall be Approved Software Rating Tools in accordance with RESNET/ICC 301.

RC102.6.2 Compliance report.
Compliance software tools shall generate a report that documents that the home and the HERS score of the rated design complies with RC102. Compliance documentation shall be created for the proposed design and shall be submitted with the application for the building permit. Confirmed compliance documents of the built dwelling unit shall be created and submitted to the code official for review before a certificate of occupancy is issued. Compliance reports shall include information in accordance with Sections RC102.6.3 and RC102.6.4.

RC102.7 Additional documentation.
The code official shall be permitted to require the following documents:

1. Documentation of the building component characteristics of the ERI reference design.

2. A certification signed by the builder providing the building component characteristics of the rated design.

3. Documentation of the actual values used in the software calculations for the rated design.

RC102.8 Specific approval.
Performance analysis tools meeting the applicable subsections of Section RC102 shall be approved. Documentation demonstrating the approval of performance analysis tools in accordance with Section RC102shall be provided.

RC102.9 Input values.
Where calculations require input values not specified by Sections RC 102, those input values shall be taken from RESNET/ICC 301.

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

Section 3. The repeal or modification of any provision of any prior ordinance by this ordinance shall not release, extinguish, alter, modify, or change in whole or in part any penalty, forfeiture or liability, either civil or criminal, which shall have been incurred under such provision, and each provision shall be treated and held as still remaining in force for the purpose of sustaining any judgment, decree, or order which can or may be rendered, entered, or made in such actions, suits, proceedings, or prosecutions.

Section 4. All other ordinances or portions thereof inconsistent or conflicting with this ordinance or any portion hereof are hereby repealed to the extent of such inconsistency or conflict.

INTRODUCED, READ, PASSED ON FIRST READING, AND ORDERED PUBLISHED this _____ day of _____, 2024.

_____
Christopher M. Leh, Mayor

ATTEST:

_____
Meredyth Muth, City Clerk

APPROVED AS TO FORM:

_____
Kelly PC, City Attorney

PASSED AND ADOPTED ON SECOND AND FINAL READING, this _____ day of _____, 2024.

_____
Christopher M. Leh, Mayor

ATTEST:

_____
Meredyth Muth, City Clerk

Kim Bauer, Preservation Planner, reviewed the site and history of the building. It meets the criteria for landmark designation by age, architectural significance, cultural significance, and physical integrity. She reviewed the criteria for a preservation grant noting how this construction fits into the preservation, rehabilitation, and restoration areas.

The Historic Preservation Commission reviewed both requests and recommends approval; staff also recommends approval of both the landmark designation and grant resolution.

Public Comments - None

Mayor Stolzmann thanked the applicant for bringing this forward.

Mayor Pro Tem Maloney stated this is exactly the intention of the program and he supports it. Councilmember Fahey agreed.

Mayor Stolzmann closed the public hearing.

Motion: Mayor Pro Tem Maloney moved to approve Resolution No. 71; seconded by Councilmember Fahey

Vote: Motion passed by unanimous roll call vote.

Motion: Mayor Pro Tem Maloney moved to approved Resolution No. 72; seconded by Councilmember Dickinson

Vote: Motion passed by unanimous roll call vote

ORDINANCE NO. 1816, SERIES 2021 – AN ORDINANCE ADOPTING BY REFERENCE THE 2021 INTERNATIONAL ENERGY CONSERVATION CODE, WITH AMENDMENTS, REPEALING CHAPTER 15.60 OF THE LOUISVILLE MUNICIPAL CODE CONCERNING THE PRESCRIPTIVE ENERGY CODE AND DESIGN CRITERIA, AND AMENDING TITLE 17 OF THE LOUISVILLE MUNICIPAL CODE CONCERNING ELECTRIC VEHICLE CHARGING INFRASTRUCTURE – 2nd READING, PUBLIC HEARING (advertised *Daily Camera* 9/26/21)

Mayor Stolzmann introduced the item and asked for any disclosures; seeing none she opened the public hearing.

Katie Baum, Sustainability Coordinator, presented the IECC updates. The city is currently under the 2018 IECC with prescriptive energy and design criteria and solar readiness for residential and commercial buildings. The IECC is updated every three years, but this year is the first edition with significant efficiency gains since 2012. There are multiple changes from the 2018 IECC regarding residential structures in building insulation values,

HVAC systems and lighting and power. The changes to commercial buildings are in the building envelopes, HVAC, service water heating, lighting and power and renewables.

She advised Council there are some amendments to the ordinance since 1st reading. The ordinance presented tonight was updated to require fuel source and renewable systems pathways in construction documents. All residential and commercial new construction will be all-electric or be built with high efficiency HVAC equipment and with electric-ready infrastructure. EV charging will be enforced at the time of building permit, with a clarification that projects within a PUD approved prior to the ordinance, but which have not obtained a building permit, will be required to comply with the ordinance.

Solar readiness does not require that solar be installed on new construction, but space and capacity for installing such a system is required.

Electrical vehicle readiness requires the infrastructure for an EV ready parking space or EV charging station be included at time of construction for future buildout of EV charging. The ordinance details the requirements for EV readiness for each building type.

Council requested information on building electrification requirements in other Colorado municipalities and zero energy appendices. Those were included in the packet. Staff recommends approval of the ordinance as proposed this evening with the amendment to Table R402.1.2.

Councilmember Lipton asked what types of building permit actions would trigger the need to comply with the upgraded standards. Chad Root, Chief Building Official, responded the trigger would be adding over 50% of square footage to a home would require meeting the new requirements. Commercial permits would be set up in the same fashion.

Councilmember Lipton asked about gas fireplaces. Root stated those will be exempt.

Public Comments

Hazel Van Zale, a student at Louisville Elementary School, spoke in favor of adopting the 2021 IECC and appendix to reduce greenhouse gas emissions.

Weston Gano, a student at Louisville Elementary School, spoke in favor of adopting the 2021 IECC and appendix to reduce our energy footprint.

Baxter Case, a student at Louisville Elementary School, spoke in favor of adopting the IECC and appendix.

Peter Geise, 808 Spyglass Circle, stated he is hesitant on moving forward with some of the requirements of the IECC and appendix. He urged a more cautious approach.

Tess Weltzin, spoke in favor of adopting the IECC and the appendix to reduce greenhouse gas emissions for generations to come.

Sadie Gabriel, a student at Louisville Middle School, spoke in support of adopting the IECC and appendix to reduce greenhouse gas emissions and indoor air quality.

Evan Hiatt, a student at Louisville Elementary School, spoke in support of adopting the IECC and appendix as the building sector is a large polluter.

RJ Harrington, 457 East Raintree Court, spoke in support of approving the IECC and appendix.

Grady Gabriel, a student at Louisville Middle School, spoke in support of approving the IECC and appendix. New buildings need to be run by renewable energy and not fossil fuels.

Amelie Valliere, a student at Louisville Middle School, spoke in support of adopting the IECC and appendix to reduce greenhouse gas emissions.

Isabelle Valliere, a student at Louisville Middle School, spoke in support of adopting the IECC and appendix to reduce greenhouse gas emissions and improve indoor air quality.

Arthur Towber, a student at Louisville Middle School, spoke in support of adopting the IECC and appendix to stop global warming with stricter laws for building homes.

Caleb Forrester, a student at Louisville Middle School, spoke in support of adopting the IECC and appendix to make homes more energy efficient.

Andy Johnson, 920 Lincoln Avenue, spoke in support of adopting the IECC and appendix.

Tiffany Boyd, 550 Grant Avenue, spoke in support of adopting the IECC and appendix.

Tamar Krantz, 691 West Street, spoke in support of adopting the Zero Energy Homes appendix.

Mike Kranzdorf, spoke in support of some of the proposals, but stated he doesn't understand why EV chargers need to be installed in certain areas. He asked that consideration of the appendix be moved to phase 2 of adoption and expressed concern about raising costs for low income home owners.

Councilmember Fahey noted that when people spend more on these upgrades it can be long-term cost savings in other ways such as energy use.

Mayor Pro Tem Maloney stated he supports the ordinance.

Councilmember Dickinson stated he supports the ordinance and asked if any other cities in Colorado have adopted the 2021 IECC yet. Consultant Hope Medina stated many jurisdictions are working on adopting it but Louisville might be the first or one of the first if adopted this evening.

Mayor Stolzmann stated there is consensus on adopting the code this evening. She would like to do more than the proposal by adding Appendix CC. She also proposed striking out the alternatives for fuel gas options thereby requiring all new building be all electric.

Councilmember Brown expressed support for Mayor Stolzmann's proposals.

Councilmember Lipton asked what the practical impacts would be of these additions. He asked how long it would take to do further public engagement. Director Zuccaro stated it would likely take 3-6 months to do a full public process and research on the impacts.

Councilmember Lipton voiced support of the ordinance as presented by staff, but thinks that the appendices needs more research and deliberation.

Mayor Stolzmann stated there is clear support for this from the community and sustainability initiatives are a part of the Council's work plan. The minor proposals are a start but there is a lot more work to do.

Councilmember Leh stated he wants to move quickly but he also wants to avoid unintended consequences. He doesn't know the impact on affordable housing and would like additional public input.

Councilmember Brown stated he does not feel there is the need for additional public input; he feels residents support these moves.

Mayor Stolzmann noted there are unintended consequences of inaction. There is information in the packet about how switching to electric will lower costs in the long run.

Councilmember Brown reemphasized support of the appendices and striking the gas fuel option.

Mayor Pro Tem Maloney stated he doesn't hear disagreement about direction only timing. Staff has proposed a phase II which is part of Council's work plan. All electric is something Council supports, but there needs to be more information and discussion. Phase II might take a few months, but it's not years.

Public Comments

Mark Cathcart, 7017 Sweet Clover Lane, spoke in support of the ordinance and including the appendices.

RJ Harrington, 457 E Raintree Ct, spoke in support of passage of the ordinance and including the appendices.

Maxine Most, suggested Council consider a moratorium on new construction until this can be sorted out.

Tiffany Boyd, 550 Grant Ave, a member of the Louisville Sustainability Advisory Board read sections of the letter from the board included in the packet.

Mike Kranzdorf, noted his concerns that the business community is not being considered as part of the Louisville Community. He stated builders and property owners want to help and do the right thing, but asked Council to accept input and take some additional time.

Andy Johnson, encouraged adopting IECC, and stated the residential appendix is doable. He noted there are ways for residential construction to meet these requirements; commercial is going to be a harder switch to flip and there does need to be more time for the commercial appendices.

Councilmember Lipton stated his support for the ordinance as written and getting more public input on the appendices.

Mayor Stolzmann closed the public hearing.

Motion: Councilmember Lipton moved to approved Ordinance No. 1816 as presented tonight; Mayor Pro Tem Maloney seconded.

Substitute Motion: Mayor Stolzmann moved to approved Ordinance No. 1816 as presented, but also adding the zero energy residential and commercial appendices and striking fuel gas options for new commercial and new residential buildings; Councilmember Brown seconded.

Councilmember Dickinson asked what striking fuel gas option impact would have regarding backup systems. Mayor Stolzmann responded that her intent is that there would be no fossil infrastructure to new buildings.

Vote on the substitute motion failed 4-3 with Mayor Stolzmann and Councilmembers Brown and Fahey voting yes.

Substitute Motion: Councilmember Dickinson made a substitute motion to approve Ordinance No. 1816 but adding the residential appendix. Mayor Stolzmann seconded.

Vote on the substitute motion by Councilmember Dickinson passed 4-3 with Councilmembers Leh and Lipton and Mayor Pro Tem Maloney voting no.

Councilmember Leh expressed his hope that Council will vote on adding the commercial appendices in three months.

Mayor Stolzmann reiterated the items coming forward in coming months, such as construction waste diversion, green roofs, amortization on retro fits, and all electric requirements, as well as EV capable requirements and insulation requirements.

ORDINANCE NO. 1817, SERIES 2021 – AN ORDINANCE APPROVING THE VACATION OF A 125-FOOT BY 30.60-FOOT WIDE RIGHT-OF-WAY LYING SOUTH OF LOT 9, BLOCK 10, LOUISVILLE HEIGHTS SUBDIVISION IN THE CITY OF LOUISVILLE (601 MCKINLEY AVENUE) – 2nd READING, PUBLIC HEARING (advertised *Daily Camera* 10/10/21)

Mayor Stolzmann introduced the item and asked if there are any disclosures; seeing none she opened the public hearing.

Interim Director Ritchie stated this is a request for a right of way vacation for property adjacent to 601 McKinley Avenue. She reviewed the site and history of this piece of property. She noted this piece of land was to be used for an alley that was never developed and in 1984 the previous homeowners had entered into a license agreement with the City to put in a fence. The applicant coordinated with City staff and Xcel and the ordinance establishes a 7.9' wide utility easement on the southern portion of the vacated area to allow access for Xcel to the utility line and to the City to maintain the sanitary line to the south of the property.

Staff finds that retention of the area for right of way is not needed for any current or future City purpose. Approval of the vacation request will also not result in loss of access to any property. Staff recommends approval of the ordinance.

Cody Thompson, applicant, spoke to his request for the additional land to accommodate the home he is proposing for the parcel.

Public Comments – None

Councilmember Brown asked what the value of the property is. City Attorney Kelly stated that State Statute does not allow the City to be compensated for loss of the right of way.

Public Comments

RJ Harrington stated this is another example of a home being scraped and rebuilt.

Mayor Stolzmann stated there is likely no public purpose for the property. Additionally it has been fenced in for private use since 1984, and she feels vacation makes sense in this circumstance.

City of Louisville
COLORADO • SINCE 1878

City Council

Meeting Minutes

September 27, 2022
City Hall, Council Chambers
749 Main Street
7:00 PM

Call to Order – Mayor Stolzmann called the meeting to order at 7:00 p.m. **Roll Call** was taken and the following members were present:

City Council:	*Mayor Ashley Stolzmann* *Mayor Pro Tem Dennis Maloney* *Councilmember Kyle Brown* *Councilmember J. Caleb Dickinson* *Councilmember Deborah Fahey* *Councilmember Chris Leh (arrived 7:02 pm)* *Councilmember Maxine Most*
Staff Present:	*Jeff Durbin, City Manager* *Megan Davis, Deputy City Manager* *Rob Zuccaro, Planning and Building Safety Director* *Chad Root, Chief Building Official* *Kayla Betzold, Sustainability Coordinator* *Meredyth Muth, City Clerk*
Others Present:	*Anne McCullough, Group 14 Engineering* *Kim Schlaepfer, Lotus Engineering & Sustainability* *Claire Kantor, Lotus Engineering & Sustainability*

DISCUSSION/DIRECTION – COMMERCIAL ENERGY CODE UPDATE OPTIONS

Planning Director Zuccaro noted this item has been on the City Council work plan for two years. Council asked for a review of the commercial code specifically after last year's update to energy efficiency building codes. Council asked that the IECC Net Zero Commercial Appendix or other net zero goals and strategic implementation of all-electric construction be reviewed.

Consultants Lotus Engineering & Sustainability and Group 14 helped the City through the Marshall Fire and is currently assisting with building code review.

Director Zuccaro stated staff is seeking feedback on four questions. First, there will be three pathways under consideration this evening and staff would like Council's preferred

option among those three pathways. Second, Council will be asked for direction on potential exemptions by building/industry types and if those will be full exemptions or by exemptions by process loads. Third, if the codes will be applicable to new construction only or will additions and renovations will also be included. Finally, feedback on an all-electric new construction requirement and any consideration of exemptions.

Kim Schlaepfer, Senior Associate with Lotus Engineering and Sustainability, presented the results of the report which were oriented around the City's sustainability goals of meeting electrical needs with carbon free sources and reducing annual greenhouse gas emission from the baseline set in 2016.

Tonight's presentation will focus on new construction of multi-family and commercial code options that will encourage higher efficiency, net zero and/or all-electric. There is currently a regional code effort to collectively adopt the 2021 IECC and supporting amendments as well as developing a regional roadmap to reach net zero for new construction by 2030.

The consultants looked at building codes and policies around the state and the US. They modeled four different building types that are typical of new construction in the city to see the upfront costs of building to the 2021 code, the operational cost to run the buildings, and the greenhouse gas emissions of those options.

Policy options are net zero with renewable energy, enhanced energy efficiency, and all-electric. It is important to remember that all of these would be in addition to the 2021 code and the amendments that Louisville already has in place.

Policy option 1 is an energy performance standard and policy option 2 is a net zero standard. Policy option 2 has two parts, net zero standard and net zero plus all-electric standard.

Public feedback was obtained through two community meetings and one survey, as well as meetings with the Sustainability Advisory Board and the Building Code Board of Appeals. Ms. Schlaepfer reviewed the public feedback. Balancing the climate emergency with economic development came out on top. Write in comments trended toward a less favorable view of new energy codes. The community does not feel ready for an aggressive approve to energy code updates citing financial concerns, rising home costs, costs to builders and tenants and the potential to drive away businesses.

Survey responses indicated there was support for reducing greenhouse gas emissions, improved air quality, and curiosity around a regional code. Reponses also favored taking time with the building code, considering impacts in existing buildings, concerns with procuring offsite solar, feasibility of meeting code standards and the ability of the grid to handle all-electric new construction.

The policy considerations for tonight were reviewed:

1. Setting Energy Performance Standards for Different Building Types – projects would be required to meet a maximum energy use allowed per square foot also called Site EUI (Energy Use Intensity).

2. Implementation of Appendix CC – Zero Energy Appendix for Commercial Buildings
    a. Enforcing Appendix CC only
    b. Enforcing Appendix CC and all-electric building requirement

Council could look for exemptions for carbon offset and all-electric requirements. Appendix CC penalizes businesses that would need to go offsite to procure renewable energy.

Ms. Schlaepfer went through calculations for multi-family and office buildings to meet the requirements.

The consulting team recommends the City move forward with policy option 1. This option provides flexibility in fuel sources, doesn't require solar, EUI targets are easier to achieve, and doesn't require exemptions. While this doesn't align with the regional goals, it does align with the City of Boulder codes.

Mayor Stolzmann asked for clarification on the statement that all-electric and offsite solar might not be feasible for some building types. The consultant gave hospitals, restaurants and manufacturing as examples.

Mayor Pro Tem Maloney asked what phase 2 of the regional code cohort what would look like. The discussions just started but they are looking at the codes for the City of Boulder, City of Louisville, City of Denver, State of Massachusetts and other net zero code standards. Crested Butte just enacted all-electric code with the exception of restaurants. They also require all commercial buildings over 5000 sf to install renewable energy onsite.

Councilmember Dickinson asked what other cities in the cohort have passed the IECC 2021. Superior, Longmont, and Louisville. Erie, Lafayette, Broomfield and Northglenn are moving forward with adoption.

Public Comments

Mark Oberholzer, Louisville resident and business owner, stated the business community is not ready for a code change and the infrastructure isn't ready. Businesses are still trying to recover from the Marshall Fire, supply chain issues, there are still a lot of empty commercial buildings in the city. This is just not the time to add a new stress to the business community. As for infrastructure, it's hard to know what Xcel's current make up of energy supply is and it would be irresponsible to get ahead of the curve. He

prefers we act with the cohort and not unilaterally. The cost of improvements to vacant buildings would most likely cause those buildings to remain vacant.

Iona Kearney, Louisville Chamber of Commerce Board of Directors, stated that as a board we are not against the desire for greener infrastructure, but on behalf of some of the membership we have discovered some unanswered questions regarding existing businesses, and the vacant buildings.

Mike Deborski, Louisville, stated he attended one of the meetings and was the only business operator in the room. More outreach to businesses may be required. He would like to see more of a "carrot" approach rather than a "hammer" approach.

Rick Kron, Louisville DBA and resident, stated he would like to see participation in the cohort and to act with the cohort not before it does, adopt a "carrot" approach. This is a new construction only discussion and should not be applied to existing businesses.

Tiffany Boyd, Louisville, encouraged the Council to vote yes and include the energy performance standards. The cohort will bring a lot of municipalities together but Louisville will have a jump start on future standards.

Josh Cooperman, Louisville supports the efforts to mitigate climate change and favors the performance standards. This system is used in Boulder. He supports the City's participation in cohort. If Louisville pushes ahead they could inform the cohort.

Mayor Stolzmann stated there is an urgency to respond to the climate emergency and the longer we defer and delay the worse it will get. We can't just wait for other people to address the problems. She stated the highest emissions we have are from transportation and building. Xcel will be at 87% carbon free by 2030 and possibly fully carbon free by 2050. The way to address new building is to address building codes.

She stated the majority of the comments she has received are based on inaccurate information. She noted that building new buildings with old measures will only cost more to retrofit in the future. She added incentives would be great if we could afford them.

Mayor Stolzmann suggested going with Option 1 or 2 with modifications. With option 1 she would like to see an all-electric requirement and for Option 2 to modify the net zero code calculations. She is in favor of adding in all-electric requirements. She is interested to hear what exemptions people would like to see and the details for those.

Mayor Stolzmann stated she hears a lot about incentives but they are not really set up to benefit commercial property owners as they are putting out the capital to upgrade and the tenant gets the benefit of a lower energy bill.

Councilmember Dickinson stated we have a shared goal as a community, Council, and staff. Our community believes we are in a climate crisis and we have to do something.

He stated he is confident we are moving in the right direction and he likes some of the cohort goals. How we move from here is the question. The concern is we could act independently without the entire cohort then things will be built in other communities to a lower standard. Anything being built in 2022 should be built to the highest environmental standards. We have a shared goal of getting to net zero we need to find the best path to get there. It is a matter of how and how fast.

Councilmember Most stated we have to act now to address the climate crisis; it is a clear and present danger. In 2022, you have to build to the highest standards. If a business can't afford to do that, they probably couldn't afford to run the business. We want the greenest businesses to come to Louisville and we should go out to attract them. Our vacancy rates are not a bad as people seem to think and we need to make decisions based on real data.

Councilmember Brown stated he favors option 2 with all-electric requirements. It's nice to believe in incentives but at the end of the day requirements are important. He is interested in talking about exemptions if there is more information. It is a false choice that we can't have new businesses and these regulations. We won't get to the highest levels without pushing the discussion.

Councilmember Fahey agreed the climate crisis is real, it needs to be addressed and we all need to act. This discussion is only related to new construction. She would support all-electric for new construction with an exemption for hospitals and possibly a couple of other industrial uses.

Mayor Pro Tem Maloney stated we wall want to move forward, it is a matter of how quickly we move forward. He stated he likes the cohort idea and wishes it was state wide so we aren't creating competition between communities. He stated he is concerned about getting so far ahead of the curve that we don't any new building at all. We may want to move quicker than the cohort if it makes sense to us and we can remain business friendly. He stated there should be further discussion about any exemptions and what the trigger point would be for renovations. Stainability goals should balance with the economic vitality of the city.

Councilmember Leh agreed this is an important topic to almost everyone in town. He noted the three pillars of sustainability are economy, environment, and equity. He reviewed the sustainability goals of the city noting it is a question of how fast we do it. It is important to recognize we have already made some big strides in this area with the adoption of the 2021 IECC. He would like more answers to some of the questions before moving forward. We don't need to be the leader on all of these efforts given the crisis we have had this year in this community. He would prefer to hold tight until we see results from the other communities. He is concerned what it would mean to businesses trying to expand. He wants to be able to give flexibility to those businesses that need other sorts of energy such as hospitals, etc.

Mayor Stolzmann stated the City is not leading the way on building codes, we are right in the middle of the pack and there are many places are ahead of us. She stated her frustration that this keeps getting put off and is being addressed in political terms. She would like to see what other incentives people can bring forward.

Councilmember Most stated business needs cannot be put ahead of the environment; it doesn't have to be one or the other. We have a responsibility to address climate change.

Councilmember Brown stated he would consider exemptions if there is evidence something is actually prohibitive, not just difficult to do. There are many issues that have been first addressed by municipalities and building codes can be one of those.

Mayor Stolzmann stated there is general agreement for staying with the cohort and having staff bring back an ordinance for new construction to have all-electric heating and cooling systems. Flesh out Policy Option 1 which would require more efficient buildings with onsite solar offsets. These would apply to new building only.

Mayor Pro Tem Maloney stated while he is interested in the cohort he is not interested in waiting for them forever. He would be in favor of quarterly reporting so see if a course change is needed at the local level.

ADJOURN

Members adjourned at 9:48 pm.

Dennis Maloney, Mayor Pro Tem

Meredyth Muth, City Clerk

CITY OF LOUISVILLE SEAL COLORADO

MOTION: Councilmember Dickinson moved to approve Resolution No. 54, Series 2022; seconded by Councilmember Most.

VOTE: Motion passed by unanimous roll call vote.

ORDINANCE NO. 1845, SERIES 2022 – AN ORDINANCE AMENDING CHAPTER 15.18.030 OF THE LOUISVILLE MUNICIPAL CODE CONCERNING AMENDMENTS AND DELETIONS TO THE 2021 INTERNATIONAL ENERGY CONSERVATION CODE TO INCLUDE REQUIREMENTS FOR COMMERCIAL ENERGY USE INTENSITY PERFORMANCE TARGETS AND RESTRICTIONS OF FOSSIL FUEL SPACE AND WATER HEATING EQUIPMENT – 2nd READING, PUBLIC HEARING (advertised *Daily Camera* 12/2/22) *continued from 12/6/22*

Mayor Stolzmann introduced the item and opened the public hearing.

Community Development Director Zuccaro stated this ordinance would amend chapter 15.18.030 of the Louisville Municipal Code concerning amendments and deletions to the 2021 International Energy Conservation Code. It includes requirements for commercial energy use intensity (EUI) performance targets for specific building types; restricts fossil fuel space and water heating equipment; and applies only to new commercial construction.

This item is a part of the City's Sustainability Action Plan and the City Council's 2023 work plan. He reviewed the work done on energy modeling, policy research, and reviewed the public engagement process.

Director Zuccaro reviewed the proposed ordinance noting it includes energy use intensity (EUI) performance based targets for seven building types; other building types would be required to meet a prescriptive commercial base energy code (IECC 2021 + strengthening amendments); and all building types must meet space and water heating equipment requirements (all-electric). He reviewed the energy use performance targets and the space and water heating exemptions. He reviewed cost comparisons for electric versus mixed fuel uses.

Sustainability Coordinator Kayla Betzold reported on the regional building code cohort (which includes municipalities from across the region) which has completed its phase 2 planning meetings to develop the net zero new construction roadmap. A draft roadmap is currently under review with a final roadmap to be published in early 2023. Plans include stricter EUI targets and demand response capability by 2027 as well as stricter EUI targets and energy storage required by 2030.

Councilmember Dickinson asked if upgrades would be required for remodels. Chad Root, Chief Building Official, stated if the existing systems can meet the needs of the remodel they can be maintained. If they can't meet those needs, new equipment that meets the current code would be required.

Councilmember Dickinson asked why Louisville is not a part of the Cohort. Christine Brinker, SWEEP, stated a group applied to DOLA for a grant for this project and during the time if took the grant to come through Louisville decided to move forward more quickly on its own. It will be a part of the cohort for the phase 2 process.

Public Comments

Christian Dino, Louisville, (pooled time with Peter Geise) stated he was concerned about the costs of these new requirements. He stated he has done a case study on his own home and has found the costs to be much higher than the current code. He stated the metering equipment is costly and hard to get. He added this code requires equipment that has not been proven and may have a long lead time to get. This will keep people from building here or renting vacant spaces if they can build more quickly and cheaper in neighboring communities. He urged a no vote.

Eric Lund, Louisville Chamber of Commerce, stated his restaurant members have many concerns about the cost of refurbishing properties and they have said that clarification on the rules would be helpful. He suggested postponing a decision until clarification can be made. He stated that for Louisville to be competitive with neighbors, our rules should align with the cohort and not be too far ahead.

Matt Berry, Louisville, stated this code is too far in advance to the current technology and will create waste as new technology arrives in just a couple of years. He does not want to have to dispose of technology when something better and easier to use arrives on the market in a few years. He urged a no vote.

Rick Kron, Downtown Business Association, urged a no vote on this ordinance. Louisville should not get ahead of the cohort but rather should act in line with the cohort so we are not ahead of them and businesses then choose to go elsewhere. We don't yet know the real costs or benefits of this change. This ordinance it is not clear what it does in some places and needs additional work.

Jeff Sheets, Koelbel and Company, stated in his other developments there are serious delays in getting equipment and asking for this type of specific equipment will make it even worse. We need to better understand what this ordinance does. It has flaws in how it calculates costs for owners and tenants. This ordinance will make Louisville less competitive for businesses. He urged a no vote.

Tiffany Boyd, Louisville, urged Council to approve this ordinance. She suggested waiting for the cohort is just waiting for the inevitable and Louisville should be at the forefront. We should not kick the can down the road. We need stringent greenhouse gas limits to be put in place.

Tess Weltzin, Lafayette, urged Council to approve the ordinance to address the climate crisis for the next generation. This ordinance will help drive the path for energy efficiency. She stated local action is what is needed.

Ilana Diddams, Louisville, urged a yes vote to support the goals of the City's Sustainability Plan. She stated voting against the ordinance would not be addressing the climate crisis and the sustainability goals.

Mayor Stolzmann ended the first round of public comments noting that she would not take online comments given earlier problems with the system. She noted that she already asked people to attend in person and as presiding officer she can make that determination. She asked the City Attorney to review the Rules of Procedure for this process.

City Attorney Kelly reviewed the Rules of Procedure noting the rules state that if there are technical problems that preclude electronic participation, the in person meeting shall continue if a quorum is present in the room. She added that the Rules state the chair has reasonable discretion to apply the meeting procedures subject to the right of any member of Council to appeal to the Council in which case the matter shall be resolved by a vote of the members.

MOTION: Councilmember Leh moved to override the Mayor's decision to not take electronic comments. He stated he wants to be sure to hear from those online if it is possible. Seconded by Mayor Pro Tem Maloney.

VOTE: Motion passed by 4-3 vote with Mayor Pro Tem Maloney and Councilmembers Fahey, Leh, and Dickinson voting yes.

Larry Donner, Louisville, stated he does not support this ordinance. He feels this ordinance will ensure vacant buildings won't get repurposed and more businesses will leave town. The codes are premature and we don't fully understand the impacts.

Susan Loo, Louisville, stated the previous cost estimates on residential net zero were not accurate and it is likely these estimates for commercial are not accurate as well. There hasn't been a full look at the details of what this ordinance will do.

Councilmember Brown stated this ordinance applies to new construction only. He noted that staff did a great deal of public outreach on this and people were able to give input.

Councilmember Leh asked if the business community was specifically asked for input on this ordinance as presented here. Director Zuccaro stated there was no specific outreach to the business community about the code as drafted and presented here.

Councilmember Leh reviewed the City's sustainability goals as set out in Resolution No. 25, Series 2019 and noted everyone on Council wants to meet those goals. It is just a matter of how we get there and the timing.

Public Comments

Jeff Sheets, Koelbel and Company, stated developers aren't opposed to this but would be looking for very specific costs to build. He suggested taking more time and meeting with developers to look at real costs and understand what this looks like to see it if achievable. He suggested that could be done quickly and brought back in first quarter of next year. He asked Council to delay this a bit.

Tamar Krantz, Louisville, stated she is happy Louisville is on the forefront of this issue. She urged approval to help meet the City's sustainability goals. She does not think it will prevent businesses from coming here. She urged approval.

Josh Cooperman, Louisville, urged approval as a way to reduce greenhouse gases. He stated he wants this in place for new construction, particularly any large projects that are coming through. This code is not a stretch and should be approved.

Rick Kron, Downtown Business Association, stated he is not convinced the cost estimates in the report are not accurate and the ROI on some items are very long. He stated he would have liked the draft ordinance available earlier so that people could have more time to read and understand it before this Council meeting. He stated there are some types of businesses could build here under this ordinance.

Tiffany Boyd, Louisville, stated these changes are inevitable to address the climate crisis. All buildings will need to retrofit when this becomes required so it makes sense to approve this now.

2:34

Councilmember Fahey stated she thinks this is a good compromise and will promote sustainable building in new construction. It does apply only to new construction and has exemptions for hospitals and restaurants. The State is going to be putting very similar regulations in place in a few months and the cohort will be considering even stricter regulations for surrounding communities.

MOTION: Councilmember Fahey moved to approve the ordinance; Councilmember Most seconded the motion.

Mayor Pro Tem Maloney stated he wants more information on the ordinance. He noted all members of council support the sustainability goals, however he has concerns about process and timing. There is a sense of urgency to do this we have to do it soon, however we need to know what is happening at the State and with the cohort.

SUBSTITUTE MOTION: Mayor Pro Tem Maloney moved to table the ordinance to a date uncertain but take action in Q1 or Q2 of 2023 when we have more information. Councilmember Leh seconded the motion.

Councilmember Leh stated everyone agrees we have a serious and urgent climate problem that needs to be addressed. We all agree on our sustainability goals. We all agree on the cohort process that will establish regional standards. He would like staff to get additional public input on this version of the ordinance given there have been so many changes since first reading. He would rather table this until staff could get additional public input and bring it back in first quarter of 2023.

Councilmember Leh made a friendly amendment to table the ordinance to February 21 to allow time for a roundtable with the business community to take input on the ordinance. Mayor Pro Tem Maloney accepted the amendment.

Councilmember Most stated she thinks there has been reasonable public input and additional time is not likely to change any minds or garner more support. She stated this is a good compromise so continuing to keep this open is not an effective use of everyone's time. She understands the desire for more engagement but there is a point we need take action and we can address problems if they arise.

Councilmember Fahey stated she is comfortable the Council took enough input from the two public meetings. Staff did incorporate comments from the business community to get to where we are and allowing specific exceptions. The Council can amend this if we need to and we can look at incentives for new buildings if we want to.

Councilmember Dickinson stated the City has been leading the way in code adoption. He is excited about the cohort bringing this to all communities. This will happen sooner than later regionally. He would prefer moving with the cohort rather than ahead of them. He stated he likes this code as presented but would prefer to do this in conjunction with the cohort or doing it in Q1.

Mayor Stolzmann closed the public hearing.

VOTE ON SUBSTITUTE MOTION: Motion failed on a 4-3 vote with Mayor Stolzmann, and Councilmembers Brown, Councilmember Fahey, Councilmember Most voting no.

VOTE ON ORIGINAL MOTION: Motion carried by unanimous roll call vote.

RESOLUTION NO. 55, SERIES 2022 – A RESOLUTION AMENDING THE 2022 BUDGET BY AMENDING APPROPRIATIONS IN THE SOLID WASTE & RECYCLING FUND AND GOLF COURSE FUND FOR ADDITIONAL APPROPRIATIONS WITHIN SUCH FUNDS – PUBLIC HEARING (advertised *Daily Camera* 12/16/2022)

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ORDINANCE NO. _____, SERIES 2024

AN ORDINANCE AMENDING CHAPTER 15.18.030 OF THE LOUISVILLE MUNICIPAL CODE CONCERNING THE 2021 INTERNATIONAL ENERGY CONSERVATION

WHEREAS, the City Council has adopted from time-to-time certain building and construction standards; and

WHEREAS, it is deemed to be in the interest of the public health, safety and general welfare to adopt by reference thereto the 2021 edition of the International Energy Conservation Code; and

WHEREAS, the City of Louisville remains committed to its adopted goals to reduce energy consumption, increase clean energy sources, and support the transition to a low-carbon community as outlined in the Sustainability Action Plan and Resolution 25, Series 2019, "A Resolution Setting Clean Energy and Carbon Reduction Goals"; and

WHEREAS, reducing building energy consumption is an effective strategy to reduce community-wide energy consumption and increase long-term cost savings for businesses; and

WHEREAS, the City Council is committed to environmental, economic and social sustainability, ensuring the International Energy Conservation Code is attainable for current and future business owners and tenants, supporting affordable housing and local businesses development.

WHEREAS, the City Council, after proper notice as required by law, has held a public hearing on this ordinance providing for the adoption of said codes; and

WHEREAS, the 2021 edition of the International Energy Conservation Code, with amendments, has been submitted to the City Council in writing and the City Council has determined that such codes should be adopted as herein set forth.

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

Section 15.18.030 of the Louisville Municipal Code, concerning amendments and deletions to the 2021 International Energy Conservation Code, is hereby amended as follows (deleted text in ~~strikethrough~~ and new text <u>underlined</u>):

1. *Section C101.1 Title*, is amended to insert "the City of Louisville" so the section will read:

C101.1 Title. These regulations shall be known as the Energy Conservation Code of the City of Louisville, and shall be cited as such. It is referred to herein as "this code."

2. *Section C103.2 Information on construction documents*, is hereby amended to read as follows:

C103.2 Information on construction documents. Construction documents shall be drawn to scale upon suitable material. Electronic media documented are permitted to be submitted when *approved* by the *code official*. Construction documents shall be of sufficient clarity to indicate the location, nature and extent of the work proposed, and show in sufficient detail pertinent data and features of the building, systems and equipment herein governed. Details shall include the following as applicable:

1. Energy compliance path.
2. Insulation materials and their *R*-values
3. Fenestration *U*-factor and solar heat gain coefficients (SHGCs).
4. Area-weighted *U*-factor and solar heat gain coefficient (SHGC) calculations.
5. Mechanical system design criteria.
6. Mechanical and service water heating systems and equipment types, sizes, fuel source and efficiencies.
7. Economizer description.
8. Equipment and system controls.
9. Fan motor horsepower (hp) and controls.
10. Duct sealing, duct and pipe insulation and location.
11. Lighting fixture schedule with wattage and control narrative.
12. Location and *daylight* zones on floor plans.
13. Air barrier and air sealing details, including the location of the air barrier.
14. Location of pathways for routing of raceways or cable from the solar ready zone to the electrical service panel.

3. *Section C202 General Definitions*, is hereby amended by adding, in alphabetical order, the following definitions:

All-Electric Building: A building that contains no combustion equipment for primary heating~~, or piping or plumbing for combustion equipment, installed within the building or building site.~~

Combustion Equipment: Any equipment or appliance used for space heating, service water heating, cooking, clothes drying and/or lighting that uses fuel gas or fuel oil.

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~~*Electric Vehicle (EV):* A vehicle registered for on-road use, primarily powered by an electric motor that draws current from a rechargeable storage source that is charged by being plugged into an electrical current source.~~

~~*Electric Vehicle Supply Equipment (EVSE):* The electrical conductors and associated equipment external to the electric vehicle that provide a connection between the premises wiring and the electric vehicle to provide electric vehicle charging.~~

~~*Electric Vehicle Capable Space:* A designated parking space that is provided with conduit sized and rated for a minimum 40 amp, 208/240 Volt dedicated branch circuit and shall be no less than 1" in size. Conduit must be continuous from the future or existing electrical panelboard or switchboard location(s) and end at a junction box or receptacle located within close proximity of the parking space. The electrical panel serving the parking space shall have sufficient capacity and physical space for a dual-pole, 40-amp breaker. The conduit shall be sealed at the junction or outlet box that is capped off, with the conduit sealed and the cap labeled as "For future electric vehicle charging".~~

~~*Electric Vehicle Ready Space:* A designated parking space that is provided with a dedicated branch circuit with wiring capable of supporting a minimum 40-ampere, 208/240 Volt circuit that terminates at a receptacle, plug, junction box, or an installed electric vehicle supply equipment within close proximity of the parking space. There shall be adequate reserved space in an electrical panelboard or switchboard to meet the electric vehicle requirements.~~

~~*Electric Vehicle Supply Equipment (EVSE) Installed Space:* A designated parking space with dedicated electric vehicle supply equipment capable of supplying a minimum 40 amp, dedicated circuit rated at 208/240 Volt from a building electrical panelboard.~~

Emergency Power System: A source of automatic electric power of a required capacity and duration to operate required life safety, fire alarm, detection, and ventilation systems in the event of a failure of the primary power. Emergency power systems are those required for electrical loads where interruption of the primary power could result in loss of human life or serious injuries.

Energy Use Intensity (EUI): The annual building site energy use per square foot of gross floor area in units of kBTU/sq ft.

Residential Building: For this code, includes detached one- and two-family dwellings and multiple single-family dwellings (townhouses) R-3 and R-4 buildings three stories or less in height above grade plane.

Standby Power System: A source of automatic electric power of a required capacity and duration to operate required building, hazardous materials or

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ventilation systems in the event of a failure of the primary power. Standby power systems are those required for electrical loads where interruption of the primary power could create hazards or hamper rescue or fire-fighting operations.

Tenant Finish: The first tenant occupying a space(s) in a core and shell. Multiple tenants may be considered as a tenant finish until the entire space within the core and shell has had a tenant. Once a space within a core and shell has been occupied it becomes an existing building.

4. *C401.2.* Commercial buildings shall comply with ~~Section C401.2.1~~ one of the following, as applicable

   C401.2.1 Performance targets. New commercial building types included in the scope of Appendix PT shall comply with Appendix PT and/or Sections C403.2.4 and C404.10.

   C401.2.2 Core and shell. Core and shell buildings shall comply with the provisions of Section C402.1.3 through C402.5. When mechanical systems are installed, core and shell buildings shall also meet the provisions in C403.2.4, C404.10, and Section C408.

   C401.2.2.1 Core and shell buildings shall submit a letter of agreement to the City stating the tenant spaces included in the scope of Appendix PT shall meet the EUI target established in Table PT103 and shall include these requirements in their lease or purchase agreements.

   C401.2.3 Tenant finish. Tenant finishes included in the scope of Appendix PT shall comply with Appendix PT and/or C403.2.4 and C404.10. All other tenant finishes shall comply with the Prescriptive Compliance option, which requires compliance with Sections C401.3, C401.4, C402 through C406, and C408.

   C401.2.4 ~~Other commercial building types.~~ Commercial building ~~types not included above~~, including additions, shall comply with the Prescriptive Compliance option, which requires compliance with Sections C401.3, C401.4, C402 through C406, and C408.

   Exception: ~~Additions, alterations,~~ Alterations, repairs, and changes of occupancy to existing buildings complying with Chapter 5.

5. *Section C401.2.1 International Energy Conservation Code*, is hereby deleted and replaced to read as follows:

   C401.2.1 International Energy Conservation Code

Commercial buildings shall be built all-electric unless the fuel gas options of C403.3.2 and the additional electric infrastructure requirements of C405.14 are met. All buildings must comply with the following:

City of Louisville's Prescriptive Compliance. The Prescriptive Compliance option requires compliance with Sections C401.3, C401.4, C402 through C406, and Section C408.

Core and shell buildings shall be required to comply with the provisions of Section C402.1.3 through C402.5 of the 2021 International Energy Conservation Code.

6. *Section C401.2.2 ASHRAE 90.1,* is hereby deleted in its entirety.

7. A new *Section C401.4 Mandatory Requirements for Commercial Buildings,* is hereby added to read as follows:

C401.4 Mandatory Requirements for Commercial Buildings. Commercial buildings must comply with Table C401.4.

Table C401.4 (Mandatory)
Requirements for Commercial Buildings

Title	IECC Section
Air leakage	C402.5
Calculation of heating and cooling loads	C403.1.1
Data centers	C403.1.2
System Design	C403.2
Heating and cooling equipment efficiency	C403.3
Heating and cooling system controls	C403.4, except C403.4.3, C403.4.4, C403.4.5
Economizer fault detection and diagnostics	C403.5.5
Ventilation and exhaust systems	C403.7, except C403.7.4.1
Fan and fan controls	C403.8, except C403.8.6
Large diameter ceiling fans	C403.9
Refrigeration equipment performance	C403.11, except C403.11.3
Construction of HVAC system elements	C403.12
Mechanical systems located outside of the building thermal envelope	C403.13
Service water heating	C404
Electrical power and lighting systems	C405, except C405.3

Maintenance information and system commissioning	C408

8. *Table C402.1.3 Opaque Thermal Envelope Insulation Component Minimum Requirements, R-Value Method*, is hereby deleted and replaced with the following:

Table C402.1.3 (Mandatory)
Opaque Thermal Envelope Insulation Component of an Average Minimum Requirements, *R*-Value Method in following locations:

Roof C402.2.1	
Insulation entirely above roof deck	R-49
Metal buildings[a]	R-21 + R-11 LS
Attic and other	R-49
Walls. Above grade C402.2.2	
Mass[d]	R-21
Metal buildings	R-21 + R-10ci
Metal framed	R-21+ R-10ci
Wood framed and other	R-21
Walls, Below grade C402.2.5	
Below-grade wall[b]	R-10
Floors C402.2.3	
Mass[c]	R-21
Joist/framing	R-38
Slab-on-grade floors C402.2.4	
Unheated	R-20 for 24" below
Heated[e]	R-15 for 36" below + R-5 full slab

For SI: 1 inch = 25.4 mm, 1 pound per square foot = 4.88 kg/m^2, 1 pound per cubic foot = 16 kg/m^3.
NR = No Requirement, LS = Liner System.

a.Where using *R*-value compliance method, a thermal spacer block shall be provided,
b.Where heated slabs are below grade, below-grade walls shall comply with the exterior insulation requirements for heated slabs.
c."Mass floors" shall be in accordance with Section C402.2.3.
d."Mass walls" shall be in accordance with Section C402.2.2.
e. The first value is for perimeter insulation and the second value is for full, under-slab insulation.

9. *Section C402.1.4 Assembly U-factor, C-factor or F-factor-based method*, is hereby deleted in its entirety.

10. *Section C402.1.5 Component performance alternative*, is hereby deleted in its entirety.

11. *Table C402.4 Building Envelope Fenestration Maximum U-Factor and SHGC Requirements*, is hereby deleted and replaced with the following:

Table C402.4
Building Envelope Fenestration

Vertical Fenestration	
Maximum U-Factor	0.45
Maximum SHGC	0.33
Maximum Air leakage rate for all fenestration except curtain walls and storefront glazing	.20 cfm/ft2
Maximum air leakage rate for curtain walls and storefront glazing	.06 cfm/ft
Skylights	
Maximum U-Factor	0.50
Maximum SHGC	0.40
Maximum Air leakage rate	.20 cfm/ft2

~~12. *Section C402.4.1 Maximum area*, is hereby deleted and replaced with the following:~~

~~C402.4.1 Minimum area of natural lighting. Not less than eight percent of the floor area shall be glazed.~~

12. *Section C402.4.1.2* is deleted and replaced with the following:

C402.4.1 Minimum area of natural lighting. Not less than 8% of wall area for warehouses~~,~~ and industrial shall be glazed.

~~13. *Section C402.4.2 Minimum skylight fenestration area*, is hereby deleted and replaced with the following:~~

~~**C402.4.2 Minimum area of natural lighting.** A minimum skylight area of three percent of the roof area shall be provided for all roofs.~~

~~Exception: Roof areas designated for solar ready zones shall not be included in roof area calculation.~~

13. **C403.2** *System design.* Mechanical systems shall be designed to comply with Sections C403.2.1 through ~~403.2.3~~ C403.2.4. Where elements of a building's mechanical systems are addressed in Sections C403 through C403.14, such elements shall comply with the applicable provisions of those sections.

14. Section C403.2.4 Space heating equipment is added as follows:

~~C403.2.4 Space heating equipment. Fossil-fuel warm-air furnaces appliances and electric resistance space heating equipment shall not be permitted for space heating in new construction.~~

C403.2.4. Heat pump efficiencies:

a. Ductless System
   1. 14.3 SEER2
   2. 7.5 HSPF2
   3. Or EnergyStar Cold Climate certified

b. Ducted System
   1. 15.2 SEER2
   2. 9 HSPF2
   3. Or EnergyStar Cold Climate certified

~~Exceptions:~~

~~1. *Emergency backup.* Where it is required by an applicable law or regulation to provide space heating with an emergency power system or a standby power system.~~

~~2. *Certain make-up air systems.* Electric resistance in make-up air systems where energy recovery ventilation is prohibited by the International Mechanical Code.~~

~~3. *Supplementary heat.* Electric resistance and natural gas/ propane heat used for supplementary heat in accordance with Section C403.4.1.1~~

~~4. *Electric resistance budget.* In addition to any exceptions in this section, Up to 5 W of electric resistance space heating per square foot of conditioned floor area in the building, not including supplementary heat.~~

~~5. *Integrated units.* Electric resistance heating elements, natural gas, propane supplemental heating integrated into heat pump equipment.~~

~~6. *Heated plenums.* Electric resistance in heated plenums.~~

~~7. *Temporary systems.* Temporary electric resistance heating systems are permitted where serving future tenant spaces that are unfinished and unoccupied, provided that the heating equipment is sized and controlled to achieve interior space temperatures no higher than needed to prevent freezing.~~

~~8. *Freeze protection.* Electric resistance in heating systems intended for freeze protection.~~

~~9. Outdoor systems. Equipment used for outdoor heating.~~

~~10. Specific conditions. Portions of buildings that require fossil-fuel or electric resistance space heating for specific conditions approved by the Building Official for research, health care, process or other specific needs that cannot practicably be served by heat pump or other space heating systems. This does not constitute a blanket exception for any occupancy type.~~

~~11. Replacements. Replacement fuel-fired appliances.~~

~~12. Backup heat. For back up heat to operate when the heat pump cannot adequately heat the space/buildings due to extreme cold weather.~~

~~13. Where cfm/sq. ft. ventilation requirements result in conditions where the Building Official determines that space heating requirements cannot reasonably be met without combustion space heating systems.~~

~~14.~~1. *Section C403.3.2 HVAC equipment performance requirements*, is hereby ~~deleted in its entirety and replaced~~ amended by adding the following at the beginning of the section with remainder of section to remain ~~to read as follows~~:

C403.3.2 When HVAC fuel fired equipment is permitted to be installed, equipment shall meet the minimum efficiency requirements of Tables C403.3.2(1) through C403.3.2(16) when tested and rated in accordance with the applicable test procedure. Plate-type liquid-to-liquid heat exchangers shall meet the minimum requirements of AHRI 400. The efficiency shall be verified through certification under an approved certification program or, where a certification program does not exist, the equipment efficiency ratings shall be supported by data furnished by the manufacturer. Where multiple rating conditions or performance requirements are provided, the equipment shall satisfy all stated requirements. Where components, such as indoor or outdoor coils, from different manufacturers are used, calculations and supporting data shall be furnished by the designer that demonstrates that the combined efficiency of the specified components meets the requirements herein.

~~HVAC/fuel fired equipment performance requirements. Unless built all-electric, all new combustion equipment shall comply with the more efficient HVAC equipment performance of Sections C406.2, C406.2.3, and C406.2.4 and the additional electric infrastructure requirements in Section C405.14. A mechanical compliance certificate demonstrating compliance with section C406.2.3 and/or C406.2.4 shall be required for all HVAC, fuel fired and Service Water Heating equipment.~~

~~The efficiency shall be verified through certification under an approved certification program or, where a certification program does not exist, the equipment efficiency ratings shall be supported by data furnished by the manufacturer. Where multiple rating conditions or performance requirements are provided, the equipment shall satisfy all stated requirements. Where components, such as indoor or outdoor coils, from different manufacturers are used, calculations and supporting data shall be furnished by the designer that demonstrates that the combined efficiency of the specified components meets the requirements herein. (Tables C403.2.(1) through (16) are expressly retained and remain applicable to HVAC equipment performance.)~~

~~Exceptions:~~

~~1. Factory, laboratory, and high hazard occupancy combustion equipment, except for HVAC and domestic water heating.~~

~~2. Commercial Kitchens.~~

~~3. Other combustion equipment approved by the Building Official based on demonstration by the applicant that compliance with this section~~

~~is not feasible and the equipment proposed is the most efficient appliance reasonably available.~~

16. *Section C403.4.1 Thermostatic controls*, is hereby deleted and replaced with the following:

C403.4.1 Thermostatic controls. The supply of heating and cooling energy to each *zone* shall be controlled by individual thermostatic controls capable of responding to temperature within the *zone*. Where humidification or dehumidification or both is provided, no fewer than one humidity control device shall be provided for each humidity control system. Occupancy sensors shall be provided on the thermostat to setback in accordance with C403.4.2.1

Exception: Independent perimeter systems that are designed to offset only building envelope heat losses, gains or both serving one or more perimeter *zones* also served by an interior system provided that both of the following conditions are met:

1. The perimeter system includes not fewer than one thermostatic control *zone* for each building exposure having exterior walls facing only one orientation (within ±45 degrees) (0.8 rad) for more than 50 contiguous feet (15 240 mm).
2. The perimeter system heating and cooling supply is controlled by thermostats located within the *zones* served by the system.

17. *Section C403.12.1 Duct and plenum insulation and sealing*, is hereby deleted and replaced with the following:

C403.12.1 Duct and plenum insulation and sealing. All supply and return air ducts and plenums shall be insulated with not less than R-12. Ducts, air handlers and filter boxes shall be sealed. Joints and seams shall comply with Section 603.9 of the International Mechanical Code.

18. *Section C403.12.3 Piping insulation*, is hereby amended to read as follows:

C403.12.3 Piping insulation. Piping serving as part of a heating or cooling system shall be thermally insulated to R-3.

19. *Section C404.4 Insulation of piping*, is hereby amended to read as follows:

C404.4 Insulation of piping. Piping from a water heater to the termination of the heated water fixture supply pipe shall be insulated to R-3. On both the inlet and outlet piping of a storage water heater or heated water storage tank, the piping to a heat trap or the first 8 feet (2438 mm) of piping, whichever is less, shall be insulated. Piping that is heat traced shall be insulated to R-3 or the heat trace manufacturer's instructions.

~~20. Section C404.10 Water heating equipment is added as follows:~~

C404.10 Water heating equipment. Fossil fuel and electric resistance instantaneous and storage water heaters shall not be used to provide hot water in new construction.

Exceptions:

1. *Emergency backup.* Where it is required by an applicable law or regulation to provide water heating with an emergency power system or a standby power system.
2. *Integrated units.* Resistance heating elements integrated into heat pump water heating equipment.
3. *Recirculation loops.* Electric resistance elements used for recirculation loop temperature maintenance.
4. *Small systems.* Electric storage water heaters with a rated water storage volume no greater than 20 gallons.
5. *Point of use systems.* Instantaneous electric water heaters located within 10 feet of the point of use.
6. *Renewable electricity*. Electric resistance equipment where not less than 100 percent of the annual service water heating requirement is provided by an *on-site renewable energy system* not used to meet any other provision of this code.
7. *Renewable or waste thermal energy*. Electric resistance storage water heating equipment in *buildings* where not less than 75% of the annual service water heating requirement is met by a solar thermal system or other renewable thermal system.
8. *High temperature requirements*. Water heating systems that serve end uses or have a storage requirement that necessitates a water temperature of 141°F (55°C) or hotter.
9. *Electric resistance budget.* In addition to any exceptions in this section, a budget of 24 kW plus 0.1 watts per square foot of building area of electric resistance service water heating capacity per building.
10. *Commercial kitchens.* Electric booster heaters serving commercial dishwashers, commercial food service equipment, and other approved process equipment that require supply water temperatures of 120°F (49°C) or higher.
11. *Replacements.* Replacement of gas fired storage water heaters or instantaneous water heaters.

21. Section C405.2.1 Occupant sensor controls, is hereby amended to read as follows:

C405.2.1 Occupant sensor controls. Occupant *sensor controls* shall be installed to control lighting.

22. *Section C405.2.2 Time switch controls*, is hereby deleted in its entirety.

23. *Section C405.2.2.1 Time switch control function*, is hereby deleted in its entirety.

39. *Section C405.4.3 Gas lighting, is hereby amended to read as follows:*

C405.4.3 Gas lighting. Gas-fired lighting appliances shall not be permitted.

40. A new *Section C405.14 Additional electric infrastructure*, is hereby added to read as follows:

Section C405.14 Additional electric infrastructure. All *combustion equipment* and end-uses shall be installed in accordance with this section.

C405.14.1 Electric infrastructure for dwelling and sleeping units. *Combustion equipment* and end-uses serving individual dwelling units or sleeping units shall comply with Section R404.5.

C405.14.2 Combustion equipment. *Combustion equipment* shall be provided with conduit that is continuous between a junction box located within 3 feet (914 mm) of the appliance or equipment and an electrical panel. The junction box, conduit and bus bar in the electrical panel shall be rated and sized to accommodate a branch circuit with sufficient capacity for an equivalent electric appliance, equipment or end use with an equivalent equipment capacity. The electrical junction box and electrical panel shall have labels stating, "For Future Electric Equipment".

Exception: Industrial and manufacturing uses are exempt from Section C405.14.

41. *Section C502.1.1 General,* is hereby amended to read as follows:

Additions to an existing building, building system or portion thereof shall conform to the provisions of Section C401.2.4 as those provisions relate to new construction without requiring the unaltered portion of the existing building or building system to comply with this code. Additions shall not create unsafe or hazardous condition or overload existing building systems. An addition shall be deemed to comply with this code if the addition alone complies or if the existing building and addition comply with this code as a single building.

43. *Section C503.2 Building Envelope* is amended with exception remaining to read as follows:

New building envelope assemblies that are part of the alteration shall comply with Sections C402.1 through C402.5. Existing ceilings, roofs, all wall types, or floors exposed during construction shall comply with Table C402.1.3.

44. *Section C505.1 General*, is hereby amended to read as follows:

C505.1 General. Where the use in a space changes from one use in Table C405.3.2(1) or C405.3.2(2) to another use in Table C405.3.2(1) or C405.3.2(2), the installed lighting wattage shall comply with Section C405.3. Where the space

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undergoing a change in occupancy or use is in a building with a fenestration area that exceeds the limitations of Section C402.4.1, the space is exempt from Section C402.4.1 provided that there is not an increase in fenestration area.

Exception: Egress doors with fenestration are allowed to bring total fenestration percentages over the allowed maximum amount of vertical fenestration.

APPENDIX PT
MODELING TO A PERFORMANCE TARGET

PT101 Scope. This section establishes criteria for demonstrating compliance with a performance target, and is required for new hotels (occupancy R-1), multifamily (occupancy R-2), offices, primary and secondary schools, and warehouses. All end use load components within and associated with the building and their building sites shall be modeled.

PT102 Mandatory requirements. The requirements in this section are mandatory requirements and shall be required in addition to the provisions of ASHRAE 90.1 Appendix G.

PT103 Performance target. Projects of the types listed in Table PT103 shall demonstrate that the proposed design reaches a fixed energy use intensity (EUI) less than or equal to the values in Table PT103, calculated utilizing the energy modeling procedures of Appendix G of ASHRAE 90.1. For *buildings* with multiple occupancy types, the modeled performance target shall be a weighted average of the floor area of each occupancy type.

Exception: Energy used for electric vehicle charging, data centers, and process loads shall be excluded from compliance modeling.

TABLE PT103
PERFORMANCE TARGETS

BUILDING TYPE	PERFORMANCE TARGET (kBTU/ft2)
Hotel (Occupancy R-1)	32
Multifamily (Occupancy R-2)	32
Office, small (≥ 0 - 5,000 ft2)	19

Office, medium (5,000 – 50,000 ft2)	23
Office, large (>50,000 ft2)	28
School, primary	34
School, secondary	31
Warehouse	11

PT104 Renewable Energy. On-site renewable energy generated by a system installed as part of this project that is used by the building shall be subtracted from the proposed design energy consumption prior to calculating the proposed building performance.

PT105 Performance documentation. Documentation to verify compliance with this section shall be provided to the code official.

PT105.1 Projected compliance report. Permit submittals shall include a report documenting the proposed design is projected to meet the EUI target. The compliance report shall include the following specific information beyond the information required in ASHRAE 90.1 Appendix G:

1. Address of the building.
2. An inspection checklist documenting the building component characteristics of the proposed design.
3. Name of individual completing the report.
4. Name and version of compliance software tool.
5. Documentation of the reduction in energy use associated with on-site energy.

PT105.2 Construction plan requirements. Construction plans shall depict all component characteristics of the proposed design utilized for the EUI in accordance with ASHRAE 90.1 Appendix G.

~~**PT105.3 Measured performance report.** Projects shall demonstrate compliance with this code by documenting that the building has achieved the EUI performance calculated based on 12 months of metered energy use after occupancy.~~

~~**PT105.3.1 Demonstration of operating energy use.** Metered energy data demonstrating compliance with the EUI target shall be reported to the building official using Energy Star Portfolio Manager and adjusted for the percentage of floor area occupied. While at least 75 percent occupied, the building shall operate at or below its assigned energy use target established in Section PT103 for any recording period of 12 consecutive months that is~~

~~completed within three years of the date of the Certificate of Occupancy. The owner shall notify the building official when this 12-month period has been successfully completed.~~

~~**PT106 Energy metering and monitoring.** All projects must install submetering or monitoring capabilities to support building energy performance analysis. The project must include capabilities to store and access a 24-month continuous data set on an ongoing basis.~~

~~**PT106.1 End-use monitoring.** Measurement devices shall be installed in new *buildings* to monitor the electric energy use of each of the following separately:~~

1. ~~Total electric energy.~~
2. ~~HVAC systems energy use.~~
3. ~~Interior lighting.~~
4. ~~Exterior lighting.~~
5. ~~Receptacle circuits.~~
6. ~~Data centers representing over 10 percent of total building load or 5 percent of building floor area.~~
7. ~~Other process loads that represent 10 percent or more of total building energy use based on building energy use modeling.~~

~~**PT106.2 Independent metering.** The following items shall be independently metered. Individual meters used to comply with this section may not serve multiple *buildings*.~~

1. ~~All fuel sources serving the building.~~
2. ~~Energy production from on-site renewable energy systems.~~
3. ~~Electric vehicle (EV) supply equipment.~~
4. ~~Data centers representing over 10 percent of total building load or 5 percent of building floor area.~~
5. ~~Other process loads that represent 10 percent or more of total building energy use based on building energy use modeling.~~
6. ~~Individual tenant energy loads.~~

45. *Section R101.1 Title*, is amended to insert "the City of Louisville" so the section will read:

R101.1 Title. These regulations shall be known as the Energy Conservation Code of the City of Louisville and shall be cited as such. It is referred to herein as "this code."

46. *Section R103.2 Information on construction documents*, is amended to read as follows:

R103.2 Information on construction documents. Construction documents shall be drawn to scale upon suitable material. Electronic media documented are permitted to be submitted when *approved* by the *code official*. Construction documents shall be of sufficient clarity to indicate the location, nature and extent of the work proposed, and show in sufficient detail pertinent data and features of the building, systems and equipment herein governed. Details shall include the following as applicable:

1. Energy compliance path.
2. Insulation materials and their *R*-values
3. Fenestration *U*-factor and solar heat gain coefficients (SHGCs).
4. Area-weighted *U*-factor and solar heat gain coefficient (SHGC) calculations.
5. Mechanical system design criteria.
6. Mechanical and service water heating systems and equipment types, sizes, fuel source and efficiencies.
7. Equipment and system controls.
8. Duct sealing, duct and pipe insulation and location.
9. Air sealing detail.
10. Location of pathways for routing of raceways or cable from the solar ready zone to the electrical service panel.

47. *Section R202 General Definitions*, is hereby amended by adding, in alphabetical order, the following definitions:

All-Electric Building: A building that contains no combustion equipment for primary heating, ~~or plumbing or piping for combustion equipment, installed within the building or building site.~~

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Combustion Equipment: Any equipment or appliance used for space heating, service water heating, cooking, clothes drying and/or lighting that uses fuel gas or fuel oil.

~~*Electric Vehicle (EV):* A vehicle registered for on-road use, primarily powered by an electric motor that draws current from a rechargeable storage source that is charged by being plugged into an electrical current source.~~

~~*Electric Vehicle Supply Equipment (EVSE):* The electrical conductors and associated equipment external to the electric vehicle that provide a connection between the premises wiring and the electric vehicle to provide electric vehicle charging.~~

~~*Electric Vehicle Capable Space:* A designated parking space that is provided with conduit sized and rated for a minimum 40 amp, 208/240 Volt dedicated branch circuit and shall be no less than 1" in size. Conduit must be continuous from the future or existing electrical panel board or switchboard location(s) and end at a junction box or receptacle located within close proximity of the parking space.~~

~~The electrical panel serving the parking space shall have sufficient capacity and physical space for a dual-pole, 40-amp breaker. The conduit shall be sealed at the junction or outlet box that is capped off, with the conduit sealed and the cap labeled as "For future electric vehicle charging".~~

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~~*Electric Vehicle Ready Space:* A designated parking space that is provided with a dedicated branch circuit with wiring capable of supporting a minimum 40-ampere, 208/240- Volt circuit that terminates at a receptacle, plug, junction box, or an installed electric vehicle supply equipment within close proximity of the parking space. There shall be adequate reserved space in an electrical panel board or switchboard to meet the electric vehicle requirements~~.

Residential Building. For this code, includes detached one- and two-family dwellings and multiple single-family dwellings (townhouses) and R-3 and R-4 buildings three stories or less in height above grade plane.

48. *Section R401.2 Application,* is hereby deleted and replaced with the following:

R401.2 Application. New ~~R~~residential buildings shall be built using appendix RB or RC and shall be built all-electric unless the fuel gas options of R403.7 and additional electric infrastructure requirements of R404.5 are met. ~~All residential buildings shall comply with the R401.2.1 City of Louisville's Prescriptive Compliance or R406 Energy Rating Index with a maximum rating index of 50 before the installation of solar panels~~

Exceptions:

1. New residential buildings certified through the Passive House Institute US, Inc. (PHIUS) program
2. Additions shall comply with R401.2.1 and Chapter 5
3. ~~Additions,~~ ~~a~~Alterations, repairs and changes of occupancy to existing buildings complying with Chapter 5.

49. *Section R401.2.1 Prescriptive Compliance Option,* is hereby deleted and replaced with the following:

R401.2.1 City of Louisville's Prescriptive Compliance. The City of Louisville's Prescriptive compliance requires compliance with Sections R401 through R404.

50. Section R401.2.2 Total Building Performance Option, is hereby deleted in its entirety.

51. Section R401.2.4 Tropical Climate Region, is hereby deleted in its entirety.

52. *Section R401.2.5 Additional Energy Efficiency*, is hereby amended to read as follows:

Section R401.2.5 Additional Energy Efficiency. Building shall comply with one of the additional efficiency options and shall be installed in according to Section R408.2.

53. A new *Section R401.4 Mandatory requirements for residential buildings*, is hereby added to read as follows:

R401.4 Mandatory requirements for residential buildings. Residential building must comply with the following sections from the 2021 International Energy Conservation Code found in Table R401.4 and Section R401.2.

Table R401.~~3~~4
Mandatory requirements for residential buildings

Title	IECC Section
Vapor retarder	R402.1.1
Eave baffle	R402.2.3
Access hatches and doors	R402.2.4.1
Crawl space wall insulation	R402.4.1.2
Maximum fenestration U-factor and SHGC	R402.5
Mechanical Controls	R403.1
Ducts	R403.3 except R403.3.2, R403.3.3, and R403.6
Mechanical system piping insulation	R403.4
Heated water circulation and temperature maintenance systems	R403.5.1
Drain Water heat recovery units	R403.5.3
Mechanical ventilation	R403.6 including E403.6.1
Equipment sizing and efficiency rating	R403.7
Systems serving multiple dwelling units	R403.8
Snow melt and ice systems	R403.9
Energy consumption of pools and spas	R403.10
Portable spas	R403.11
Residential pools and permanent residential spas	R403.12
Lighting equipment	R404.1
Interior lighting controls	R404.2

54. *Section R402.1 General*, is hereby amended to read as follows:

R402.1 General. The building thermal envelope shall comply with the requirements of Section R402.1.1 and R402.1.2.

55. *Section R402.1.2 Insulation ~~and fenestration~~*, is hereby deleted and replaced with the following*:*

R402.1.2 Insulation ~~and fenestration~~. New and replacement ~~A~~assemblies shall have R-value of insulation materials equal to or greater than that specified in Table

R402.1.2 unless an alternative path is specified while using HERS energy rating index of 50.

Exception: New Construction complying with R401.2 or exception 1

56. *Section R402.1.2.1 Fenestration* is hereby added to read as following:

R402.1.2.1 Fenestration. New and replacement assemblies shall not exceed the value specified in Table R402.1.2.

Exception: New Construction complying with R401.2 or exception 1

Table R402.1.2
Average Insulation and Fenestration Requirements by Component

Roof	R-60
Above grade walls	R-21
Below grade walls	R-19
Floors	R-38
Non heated slab on grade	R-10 for 4ft
Heated slab on grade	R-15 for 4 ft + R-5 under full slab
Fenestration U-Factor	.30
Fenestration SHGC	.33
Skylight U-Factor	.50
Skylight SHGC	.40
Hot Water Pipes	R-3
Warm Air Ducts	R-8

55. Section R402.1.5 Total UA alternative, is hereby deleted in its entirety.

56. Section R402.3.3 Glazed fenestration exemption, is hereby amended to read as follows:

R402.3.3 Glazed fenestration exemption. Not greater than 15 square feet (1.4 m^2) of glazed fenestration per dwelling unit shall be exempt from the U-factor and SHGC requirements in Section R402.1.2.

57. *Section R402.4.1.2 Testing*, is hereby deleted and replaced to read as follows:

Section R402.4.1.2 Testing. All new buildings or dwelling units that are heated or cooled, and additions over 500 square feet shall be tested for air leakage.

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58. *Section R402.5 Maximum fenestration U-factor and SHGC*, is hereby deleted and replaced with the following*:*

Section R402.5 Maximum fenestration U-factor and SHGC. The maximum U-factor and solar heat gain coefficient (SHGC) for fenestration shall not be required in storm shelters complying with ICC 500.

59. *Section R403.3.1 Ducts located outside conditioned space*, is hereby deleted and replaced with the following*:*

R403.3.1 ***Ducts located outside conditioned space.*** All supply and return ducts shall be insulated to a minimum R-8 if located outside a conditioned space.

60. *Section R403.5.2 Hot water pipe insulation*, is hereby deleted and replaced with the following*:*

R403.5.2 Hot water pipe insulation. All service hot water piping shall be insulated to a minimum R-3.

~~61. *Section R403.6.1 Heat and recovery ventilation*, is hereby deleted and replaced in its entirety and the following is hereby added in lieu thereof:~~

~~**R403.5.2 Heat and recovery ventilation**. All new buildings and additions over 500 square feet shall be provided with a heat recovery or energy recovery ventilation system. The system shall be balanced with a minimum sensible heat recovery efficiency of 65 percent at 32°F (0°C) at a flow greater than or equal to the design airflow.~~

62. *Section R403.7 Equipment sizing and efficiency rating*, is hereby deleted and replaced with the following*:*

R403.7 Equipment sizing and efficiency rating. All new buildings and additions greater than 500 square feet with heating and cooling equipment shall be sized in accordance with ACCA Manual S based on building loads calculated in accordance with ACCA Manual J or other approved heating and cooling calculation methodologies. In addition to complying with Sec. R404.6 Additional Electric Infrastructure, new and replacement electrical heating and cooling equipment shall have an efficiency rating equal to or greater than the minimum required by federal law for the geographic location where the equipment is installed. New gas heating equipment shall comply with the following efficiencies:

1. Gas furnaces shall have a minimum of 95% efficiency.
2. Gas boilers shall have a minimum of 95% AFUE.
3. On demand water heaters shall have a greater than .92 uniform energy factor.
4. Heat pump efficiencies:

~~a.~~c. Ductless System
1. 14.3 SEER2
2. 7.5 HSPF2
3. Or EnergyStar Cold Climate certified

~~b.~~d. Ducted System
1. 15.2 SEER2
2. 9 HSPF2
3. Or EnergyStar Cold Climate certified

Exception: Solid fuel stoves/gas fireplaces, outdoor fire pits, gas stoves and ovens.

63. *Section R404.1.1 Fuel gas lighting equipment, is hereby amended to read as follows:*

R404.1.1 Fuel gas lighting equipment. Fuel gas lighting systems shall not be installed.

~~64. A new *Section R404.4 Electric vehicle charging infrastructure for new construction and building addition of 50% or more of original square footage*, is hereby added to read as follows:~~

~~**Section R404.4 Electric vehicle charging infrastructure for new construction and building addition of 50% or more of original square footage.** Electric infrastructure for the current and future charging of *electric vehicles* shall be installed in accordance with this section per Section 17.20.170 of the Louisville Municipal Code. *EV ready spaces and EV capable spaces* are permitted to be counted toward meeting minimum parking requirements.~~

~~R404.4.1 One- and two- family dwellings and townhouses. One- and two-family dwellings and townhouses with a dedicated attached or detached garage or on-site parking spaces shall be provided with electric vehicle charging in accordance with Section 17.20.170 of the Louisville Municipal Code.~~

~~R404.4.1.1 Minimum EV Ready infrastructure. Minimum EV Ready Space infrastructure shall require the following:~~
~~1. Installation of conductors:~~
~~a. Conductors shall be installed of sufficient size to accommodate a minimum 240VAC 40Amp branch circuit to each parking space where required.~~
~~b. Conductors shall terminate in either a receptacle, plug, junction or outlet box, or an *EVSE* installed in the parking space.~~
~~2. The electrical panel directory shall designate the branch circuit as "EV Ready" and the junction box or receptacle shall be labelled "EV Ready."~~

~~R404.4.1.2 Construction documents. Construction documents shall graphically indicate and label all EV ready spaces and associated termination locations. For all Townhouses and one- and two-family dwellings with an electrical utility service of 200 Amps or greater, a panelboard schedule shall be provided indicating the EV Ready circuit breaker space(s) and the circuit designation(s).~~

~~R404.4.2 Group R occupancies. Group R occupancies (R-2, R-3, and R-4 buildings three stories and less) with three or more dwelling units and/or sleeping units shall be provided with electric vehicle charging in accordance with Section 17.20.170 of the Louisville Municipal Code.~~

~~Electric vehicle charging shall be provided and installed in accordance with this section and the National Electrical Code (NFPA 70). When parking spaces are added or modified without an increase in building floor area, only the new parking spaces are subject to this requirement.~~

65. A new *Section R404.5 Additional electric infrastructure*, is hereby added to read as follows:

R404.5 Additional electric infrastructure. *Combustion equipment* shall be installed in accordance with this section.

R404.5.1 Combustion equipment and end-uses. *Combustion equipment* shall be provided with a dedicated, appropriately phased circuit that shall have a minimum amperage requirement for a comparable electric appliance, equipment or end use, an electrical receptacle or junction box that is connected to the electric panel, and conductors of adequate capacity within 6 feet (1829 mm) of the appliance or equipment.

Each such circuit shall be accessible with no obstructions. A reserved circuit breaker space shall be installed in the electrical panel adjacent to the circuit breaker for the branch circuit and labeled for each circuit. Both ends of the unused conductor or conduit shall be labeled “For Future Electric Equipment” and be electrically isolated.

66. *Section R405 Total building performance*, is deleted in its entirety.

67. *Section R406.3 Building thermal envelope*, is hereby deleted in its entirety and replaced with the following*:*

R406.3 Building thermal envelope. ~~Building and portions thereof shall comply with Table R406.3.~~ The building thermal envelope shall be greater or equal to the levels of efficiency and SHGC in Table R402.1.2~~06.3~~.

~~Table R406.3~~
~~Average of the Minimum Insulation and Maximum Fenestration Requirements by Component~~

~~Roof~~	~~R-60~~
~~Above grade walls~~	~~R-21~~
~~Below grade walls~~	~~R-21~~
~~Floors~~	~~R-38~~
~~Non heated slab on grade~~	~~R-10 for 4ft~~
~~Heated slab on grade~~	~~R-15 for 4 ft + R-5 under full slab~~
~~Fenestration U-Factor~~	~~.30~~
~~Fenestration SHGC~~	~~.33~~
~~Skylight U-Factor~~	~~.50~~
~~Skylight SHGC~~	~~.40~~
~~Heated Water Pipes~~	~~R-5~~
~~Heated air Ducts~~	~~R-8~~

68. *Section R406.3.1 On-site renewables are not included*, is deleted in its entirety.

69. *Section R406.3.2 On-site renewables are included*, is deleted in its entirety.

70. *Section ~~406.3.2~~* R407 *Tropical Climate Region Compliance Path*, is deleted in its entirety.

71. *Section R502.1.1 General*, is hereby amended to read as follows:

Additions to an existing building, building system or portion thereof shall conform to the provisions of R401.2.1 as those provisions relate to new construction without requiring the unaltered portion of the existing building or building system to comply with this code. Additions shall not create unsafe or hazardous condition or overload existing building systems. An addition shall be

deemed to comply with this code where the addition alone complies, where the existing building and addition comply with this code as a single building, or where the building with the addition does not use more energy than the existing building. Additions shall be in accordance with Section R502.2 or R502.3.

72. *Section R503.1.1 Building Envelope* is amended to read as follows:
Building envelope assemblies that are part of the alteration shall comply with Section R401.2.1

Section R503.1.1 Building envelope Exception 2 is deleted in its entirety and replaced with the following.

2. Section R402.4.1.2 Testing

73. *Section R505.1 General* is hereby amended to remove the exception.

74. *Section R505.1.1 Unconditioned space,* is hereby deleted and replaced with the following:

R505.1.1 Unconditioned space. Any unconditioned or low-energy space that is altered to become a conditioned space shall comply with Section R503.

75. RC102.1 General is amended to read as follows.

RC102.1 General. New residential buildings shall comply with Sections RC102.2 through RC102.9.

76. RC102.2 Energy Rating Index zero energy score is amended to read as follows.

RC102.2 Energy Rating Index zero energy score.
Compliance with this section requires that the rated design be shown to have a Home Energy Rating System (HERS) score of 50~~47~~ before solar and 0 with solar when compared to the Energy Rating Index (ERI) reference design determined in accordance with RESNET/ICC 301 for both of the following:

1. ERI value not including on-site power production (OPP) calculated in accordance with RESNET/~~ICC 301~~ HERS~~.~~
2. ERI value including on-site power production calculated in accordance with RESNET/~~ICC 301~~ HERS with the OPP in Equation 4.1.2 of RESNET/~~ICC 301~~ HERS adjusted in accordance with Equation RC-1.

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Adjusted OPP = OPP + CREF + REPC (Equation RC-1)

where:
CREF = Community Renewable Energy Facility power production—the yearly energy, in kilowatt hour equivalent (kWheq), contracted from a community

renewable energy facility that is qualified under applicable state and local utility statutes and rules, and that allocates bill credits to the rated home.
REPC = Renewable Energy Purchase Contract power production—the yearly energy, in kilowatt hour equivalent (kWheq), contracted from an energy facility that generates energy with photovoltaic, solar thermal, geothermal energy or wind systems, and that is demonstrated by an energy purchase contract or lease with a duration of not less than 15 years.

RC102.2.1 HERS Score. Buildings shall comply with the scores in Table RC102.2.1.

Table RC102.2.1.

HERS SCORE NOT INCLUDING OPP	HERS SCORE INCLUDING OPP
5047	0

76. RC102.3 through RC102.9 are added to Appendix RC to read as follows.

RC102.3 Mandatory Sections. All projects shall comply with all sections within Table RC102.3.

Table RC102.3
Mandatory requirements for residential buildings

Title	IECC Section
Vapor retarder	R402.1.1
Eave baffle	R402.2.3
Access hatches and doors	R402.2.4.1
Crawl space wall insulation	R402.4.1.2
Maximum fenestration U-factor and SHGC	R402.5
Mechanical Controls	R403.1
Ducts	R403.3 except R403.3.2, R403.3.3, and R403.6
Mechanical system piping insulation	R403.4
Heated water circulation and temperature maintenance systems	R403.5.1
Drain Water heat recovery units	R403.5.3
Mechanical ventilation	R403.6 including E403.6.1
Equipment sizing and efficiency rating	R403.7
Systems serving multiple dwelling units	R403.8
Snow melt and ice systems	R403.9

Energy consumption of pools and spas	R403.10
Portable spas	R403.11
Residential pools and permanent residential spas	R403.12
Lighting equipment	R404.1
Interior lighting controls	R404.2

RC102.4 Building Envelope. The building thermal envelope shall be greater or equal to the levels of efficiency and SHGC in Table R402.1.2~~C102.4~~.

~~Table RC102.4~~
~~Average of the Minimum Insulation and Maximum Fenestration Requirements by Component~~

~~Roof~~	~~R-60~~
~~Above grade walls~~	~~R-21~~
~~Below grade walls~~	~~R-21~~
~~Floors~~	~~R-38~~
~~Non heated slab on grade~~	~~R-10 for 4ft~~
~~Heated slab on grade~~	~~R-15 for 4 ft + R-5 under full slab~~
~~Fenestration U-Factor~~	~~.30~~
~~Fenestration SHGC~~	~~.33~~
~~Skylight U-Factor~~	~~.50~~
~~Skylight SHGC~~	~~.40~~

RC102.5 Verification by approved agency.
Verification of compliance with Section R102.4 as outlined in Sections of this appendix shall be completed by an approved third party. Verification of compliance with Section R102.3 shall be completed by the authority having jurisdiction or an approved third-party inspection agency in accordance with Section R105.4.

RC102.6 Documentation.
Documentation of the software used to determine the ERI and the parameters for the residential building shall be in accordance with Sections RC102.6.1 through RC102.6.4

RC102.6.1 Compliance software tools.
Software tools used for determining HERS shall be Approved Software Rating Tools in accordance with RESNET/ICC 301.

RC102.6.2 Compliance report.

Compliance software tools shall generate a report that documents that the home and the HERS score of the rated design complies with RC102. Compliance documentation shall be created for the proposed design and shall be submitted with the application for the building permit. Confirmed compliance documents of the built dwelling unit shall be created and submitted to the code official for review before a certificate of occupancy is issued. Compliance reports shall include information in accordance with Sections RC102.6.3 and RC102.6.4.

RC102.7 Additional documentation.
The code official shall be permitted to require the following documents:

1. Documentation of the building component characteristics of the ERI reference design.

2. A certification signed by the builder providing the building component characteristics of the rated design.

3. Documentation of the actual values used in the software calculations for the rated design.

RC102.8 Specific approval.
Performance analysis tools meeting the applicable subsections of Section RC102 shall be approved. Documentation demonstrating the approval of performance analysis tools in accordance with Section RC102shall be provided.

RC102.9 Input values.
Where calculations require input values not specified by Sections RC 102, those input values shall be taken from HERS RESNET/ICC 301.

INTRODUCED, READ, PASSED ON FIRST READING, AND ORDERED PUBLISHED this _____ day of _____, 2024.

_____
Chris Leh, Mayor

ATTEST:

_____
Meredyth Muth, City Clerk

APPROVED AS TO FORM:

_____
Kelly PC, City Attorney

PASSED AND ADOPTED ON SECOND AND FINAL READING, this _____ day of _____, 2024.

_____
Chris Leh, Mayor

ATTEST:

_____
Meredyth Muth, City Clerk

DRAFT

City of Louisville
COLORADO • SINCE 1878

Building Code Board of Appeals

Meeting Minutes

May 2, 2024
City Hall, Spruce Room
749 Main Street
6:30pm

DRAFT

Call to Order – Chairperson Christian Dino called the meeting to order at 6:40pm.

Roll Call was taken and the following members were present:

Board Members Present:
- Matt Berry
- Christian Dino
- Mason Gatto
- Peter Geise

Board Members Absent:
- Steve Knapp

Staff Members Present:
- Jenny Lane, Permit Technician

Approval of Agenda –
The agenda was approved by all members present.

Approval of Meeting Minutes from 3/20/24 and 4/18/24

Approved by all members present.

Public Comments on Items Not on the Agenda –
None

Discussion and voting of changes to the proposed 2021 IECC ordinance

The Board discussed changes to the proposed 2021 IECC ordinance.
Top discussion items:

a. Definition of All-electric building; consolidating definitions

b. Tenant finish: what constitutes a “change” that would be subject to energy code compliance.
c. Discussed going back to code discussion and adoption from 2021 time period and striking the subsequent ordinances, and making some changes as well.
d. Should EV charging be part of the energy code?
e. Performance Targets: What are they and is this a good idea? What does City and County of Denver do?
f. Discussion of ERI ratings and what is net zero; what should the rating be before solar is added? Discussion of Andy Johnson’s email suggesting somewhere between 48-50 instead of 47 and cost savings implications.
g. Furnace change to 95%, boilers up to 92% efficient.

Discussion Items for Next Meeting –
Continue discussion of changes proposed to the 2021 IECC ordinance.

Next meeting on May 16, 2024

Adjourn – The meeting was adjourned at ____9:15pm_____.

City of Louisville
COLORADO • SINCE 1878

Building Code Board of Appeals

Meeting Minutes

May 16, 2024
City Hall, Spruce Room
749 Main Street
6:30pm

DRAFT

Call to Order – Chairperson Christian Dino called the meeting to order at 6:45pm.

Roll Call was taken and the following members were present:

Board Members Present:
Matt Berry
Christian Dino
Mason Gatto
Peter Geise

Board Members Absent:
Steve Knapp

Staff Members Present:
Jenny Lane, Permit Technician
Chad Root, Chief Building Official

Approval of Agenda –
The agenda was approved by all members present.

Public Comments on Items Not on the Agenda –
None

Discussion of changes to the proposed 2021 IECC ordinance

The Board discussed changes to the proposed 2021 IECC ordinance.

Top discussion items:

a. Intention of new proposed IECC ordinance is to replace all prior IECC amendments.

b. Appendix PT (Performance Target): the one we are proposing came from the City of Boulder since Denver's was too extensive and the Code Consultants proposed using Boulder's PT program.
    a. PT is adopted differently with different municipalities.
    b. Denver has five PT (PT 103) categories: apartment/multi-family=38, hotel/motel=55, office=43, retail=39, restaurant/bar=175
    c. Question by Board of how hard is it to meet these numbers?
    d. Root discussed that he does not know how to meet the numbers or how the numbers were decided.
    e. Geise pointed out that there are consultant groups that could be hired to do an evaluation for PT compliance and this is what Boulder does; Root agreed that Louisville would need to contract for this work since we do not have the staff or training to check compliance.
    f. If Board removes the PT compliance then multi-family would need to fall under the IECC code instead of the IBC code.
    g. Chad explained that the PT is more of an energy auditing system and that City of Boulder has a monitor and escrow that developers and owners have to put in to modify the buildings.
    h. Board is ok having the PT table be an option, not a requirement.

c. Discussed insulation minimums; R-3 for pipes

d. Berry brought up that the code is being manipulated but not necessarily for the better. He proposed for the record that the changes being proposed are not necessarily blessed by the Board nor it is making any significant change or improvement.

e. EV has been removed from the proposed changes to the 2021 IECC. Not part of energy code and was above the state requirement, so will bring it down to the state code. It was moved to the Land Use code since the charging stations are in the parking lot for commercial/multi-family buildings.

f. Berry mentioned that structural changes with roof insulation are increasing snow load on existing buildings. SEAC has a committee studying the effect of added insulation on snow load. Berry suggested to wait until the study is complete before making changes to the insulation values.

g. Occupancy R-2 was requested to be part of the Commercial IBC code instead by multi-family developer.

h. Commercial buildings can have gas lines and gas appliances installed for heating water and heating spaces; but the electrical conduit must be in place as well so that a building can be all-electric. Board discussed

striking the all-electric requirements since the equipment is either still not available or is too far out to order. Suggested having gas appliances as an option and specifying that the gas appliance would need to be at least 92% efficient.

i. Exceptions would be fossil fuel for MAU systems or supplementary heat systems.

j. Commercial gas: electric resistance and storage is currently not allowed. Board would like to change to allow more options.

Discussion Items for Next Meeting –
None at this time.

Next meeting has not been determined.

Adjourn – The meeting was adjourned at ____8:45pm_____.

City of Louisville
COLORADO • SINCE 1878

DRAFT Memorandum

To: **Louisville City Council Members**

From: **Louisville Sustainability Advisory Board**

Date: **May 15, 2024**

Re: **Energy Code Amendments**

Dear Louisville City Councillors,

The Louisville Sustainability Advisory Board understands that City Council will consider several amendments to the City's building codes at its meeting on 4 June 2024. The Board reviewed and discussed these amendments at its March, April, and May meetings. While City staff provided a thorough report, the Board would have appreciated more information concerning the genesis of the proposed amendments.

We offer some advice on these amendments just below. To frame our advice, we remind City Council that climate change presents humanity with a crisis of unparalleled proportions to which humanity has so far responded inadequately, that the City has set decarbonization goals in an attempt to respond to this crisis, and that the City's latest residential and commercial building codes are integral to achieving these goals. We further remind City Council that the City's latest building codes are not exceptional: several municipalities in Colorado have adopted the 2021 International Energy Conservation Code, and the State of Colorado has essentially mandated widespread adoption; Lafayette and Crested Butte recently adopted building codes with electrification mandates (allowing for certain exemptions), and Boulder is currently considering similar legislation; and the City's commercial building codes were modeled on those of other municipalities including Boulder. We finally remind City Council that the Board wholeheartedly supported adoption of the City's latest building codes, and we again thank City Council for authorizing their adoption.

First, we address the proposed amendments to the City's electric vehicle infrastructure code. City staff have proposed that the City replace its current code with the State of Colorado's

recommendations. While the City's code and the State's recommendations are very similar in many respects, and while the Board generally supports regional alignment on such legislation as building codes, we also recognize that Louisville differs from other communities across Colorado and that Louisville has a celebrated history of sustainability leadership. Of relevance in this case, Louisville has higher rates of adoption of electric vehicles than many other communities across Colorado, and Louisville has more aggressive decarbonization goals than the State and many of its other communities. Accordingly, the Board advises City Council to consider a compromise between the City's electric vehicle infrastructure code and the State's recommendations. Specifically, the Board endorses the Planning Commission's recommendations.

Next, we address the proposed amendments to the City's residential and commercial building codes. Several of these amendments are essentially clarifications or corrections; the Board most certainly supports these amendments. The remaining amendments represent weakenings of the City's building codes as far as efficiency and electrification are concerned; the Board recommends that City Council consider compromises between the City's current building codes and the proposed amendments. We provide brief recommendations for each such amendment.

- *All-electric requirements for commercial space and water heating*: The Board recommends retaining the all-electric space and water heating requirements for alterations and additions if existing equipment is replaced or if additional heating units are installed. Accordingly, existing equipment, no matter its power source, may continue to be used for the extent of its useful lifetime.
- *Natural gas backup for commercial space heating*: The Board recommends that natural gas backups for commercial space heating only be permitted if existing natural gas space heating equipment is being retained to serve this function.
- *Post-construction compliance and documentation for new commercial construction*: The Board supports post-construction compliance and documentation, through monitoring and metering, of the energy use intensity standards for new commercial buildings, but we appreciate the burden that such compliance and documentation places on building owners and City staff. Accordingly, we endorse removal of these requirements, but we strongly believe that legislation will mandate monitoring and metering of greenhouse gas emissions in the relatively near future.
- *Minimum heat pump standards*: The Board supports the amended minimum heat pump standards.

- *Furnace efficiency standards*: The Board recommends maintaining furnace efficiency standards but creating a simple waiver for cases in which products meeting these standards are not readily available.
- *Commercial door U-value standards*: The Board recommends maintaining commercial door U-value standards but creating a simple waiver for cases in which products meeting these standards are not readily available.
- *Electric vehicle infrastructure for altered parking*: The Board recommends that electric vehicle charging standards apply to any added parking but not to any reconfigured parking.
- *Passive house certification*: The Board recommends that the City allow passive house certification from both PHI and PHIUS as an alternative to Appendix RC of the 2021 IECC.

The Board strongly believes that legislation will mandate electrification retrofits of existing residential and commercial buildings in the relatively near future. By electrifying their buildings during construction, alteration, or addition, building owners will likely bear lower costs in the long term.

If the City can offer any assistance to meet or incentives to exceed the current building codes, then the Board would be most supportive of such efforts. The Board has recommended to City staff that the City provide incentives for commercial and residential efficiency and electrification upgrades in the next biennial budget.

Thank you for considering our advice.

Sincerely,
The Louisville Sustainability Advisory Board

CITY COUNCIL DISCUSSION/DIRECTION

2021 INTERNATIONAL ENERGY CONSERVATION CODE (IECC) AMENDMENTS

September 17, 2024

City of Louisville

Three Primary Strengthening Amendments

1. Appendix RC – Zero Energy Residential Building Provisions
   - Energy Rating Index (ERI) for Building of 47 or Below and Renewable Offsets to Achieve ERI of 0.
2. All-Electric Heat Pump Systems for Commercial Space and Water Heating
   - Exemptions for Commercial and Industrial Processing and Commercial Kitchens
3. Appendix PT – Modeling Performance Targets
   - Office, Warehouse, Hotels, and Multi-Family Development
   - Energy Use Index Modeling and Compliance Verification

City of Louisville

Policy Framework

- Res. No. 18, Series 2024
  - ✓ Sets GHG Emission and Carbon Free Electric Goals

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

Section 1. The City of Louisville hereby updates the following clean energy and carbon emission reduction goals:

1. Meet all of Louisville's municipal electric needs with 100% carbon-free sources by 2025.
2. Reduce energy-related municipal greenhouse gas emissions 60% below the 2016 baseline by 2030 and achieve carbon-neutrality by 2050.
3. Generate 75% of Louisville's residential and commercial/industrial electric needs from carbon-free sources by 2030.
4. Reduce energy-related residential and commercial/industrial GHG emissions 60% below the 2016 baseline by 2030 and achieve carbon-neutrality by 2050.

- Overlapping Council Priorities That May be Influenced by Cost and Feasibility Issues of Building Code
  - ✓ Sustainability
  - ✓ Economic Vitality/ Business Development
  - ✓ Affordable Housing

City of Louisville

Background

- 2021 – Ord. 1816
  - ✓ Adoption of 2021 IECC
  - ✓ Appendix RC Added to Code through Adoption Motion
- 2022 – Ord. 1845
  - ✓ Group 14 Engineering/Lotus Engineering Study – Recommend Adoption of EUI Targets (Appendix PT)
  - ✓ Discussion/Direction – Council Direction to Draft Code with EUI Targes and All-Electric Commercial Space and Water Heating
- 2023 – City Hosted Stakeholder Open House
  - ✓ Result of Input is Current Package of Amendments

City of Louisville

Concerns Raised With Codes

- Premium cost for equipment
- Supply chain issues and lack of compliant equipment
- Lack of qualified designers and labor for installation and maintenance
- More maintenance issues with newer technology
- Lack of consultants to conduct ERI ratings
- Limited solar farms for energy offsets
- Limitations on electrical infrastructure and costs to upgrade

City of Louisville

Advisory Board Recommendations

- Building Code Board of Appeals (BCBOA)
  - ✓ Reviewed Draft Code Amendments and provided Alternate Draft that Eliminates Appendix RC, Appendix PT, and Commercial All-Electric Heath Pump Space and Water Heating Requirements as Mandatory Standards
- Louisville Sustainability Advisory Board (LSAB)
  - ✓ Initiated Review of Code Amendments and Provided Specific Recommendations and Certain Code Provisions and Recommends Maintaining Appendix RC, Appendix PT, and Commercial All-Electric Heath Pump Space and Water Heating Requirements as Mandatory Standards

City of Louisville

Potential Paths Forward

- Maintain the current strengthening amendments with updates to code to help address feasibility concerns
- Eliminate one or more of the current strengthening amendments

Based on Council Direction to Staff and the BCBOA on Desired Policy Direction, Staff Will Work with BCBOA to Draft a Code Update for Council Consideration

City of Louisville

Three Primary Strengthening Amendments

1. Appendix RC – Zero Energy Residential Building Provisions
   - Energy Rating Index (ERI) for Building of 47 or Below and Renewable Offsets to Achieve ERI of 0.
2. All-Electric Heat Pump Systems for Commercial Space and Water Heating
   - Exemptions for Commercial and Industrial Processing and Commercial Kitchens
3. Appendix PT – Modeling Performance Targets
   - Office, Warehouse, Hotels, and Multi-Family Development
   - Energy Use Index Modeling and Compliance Verification

City of Louisville

SUBJECT: **ORDINANCE NO. 1883, SERIES 2024 – AN ORDINANCE AMENDING THE LOUISVILLE MUNICIPAL CODE TO REQUIRE RESTAURANTS TO OFFER HEALTHY BEVERAGES IN CHILDREN'S MEALS – 2ND READING PUBLIC HEARING (advertised *Daily Camera* 9/8/24)**

DATE: **SEPTEMBER 17, 2024**

PRESENTED BY: **MEREDYTH MUTH, INTERIM DEPUTY CITY MANAGER**

SUMMARY:

The Boulder County Public Health (BCPH) with its Healthy Kids' Menus program asked the City Council to consider an ordinance addressing how restaurants advertise sugary drinks to kids on their menus as one way to reduce the negative impact of sugary beverages on childhood obesity. The attached proposed ordinance is based on similar ordinances passed in Lafayette, Longmont, Golden, and Denver. The draft ordinance would require healthy beverages (water with no added sugar, or dairy milk or non-dairy milk substitute with no added sugar) be the default beverage with advertised children's meals. However, the ordinance would not prohibit a restaurant from selling, or a customer's ability to purchase, any other beverage that is available if requested by the purchaser of the children's meal.

As written, the ordinance would not take effect until April 1, 2025. This would give local restaurants approximately six months to come into compliance. During that time, the City would partner with BCPH to reach local restaurants telling them about the new policy. Additionally, BCPH has money available to help restaurants that may need to reprint menus.

Boulder County Public Health (BCPH) staff will check for compliance with the ordinance at the same time it conducts annual restaurant inspections as part of its food safety-licensing program. Lafayette has taken this approach and their staff report having good compliance rates. They also report BCPH reaches out to any restaurant if they hear there is a violation.

Second reading amendments have been included in the draft ordinance. These reflect changes requested by the Colorado Restaurant association (attachment 2) as follows:

- Updating the definition of restaurant.
- Removing the reference to a City inspector doing compliance checks. If the City ever wants the Police Department or other City employees do the inspections, the ordinance can be amended.
- Providing that restaurants receiving a warning will be given at least 90 days to come into compliance with the ordinance.

FISCAL IMPACT:
None.

RECOMMENDATION:
Hold the public hearing and approve Ordinance No. 1883, Series 2024 with or without the second reading amendments.

ATTACHMENT(S):
1. Ordinance No. 1883, Series 2024 with second reading amendments
2. Email from Colorado Restaurant Association
3. Public Comments

STRATEGIC PLAN IMPACT:

☐	**Financial Stewardship & Asset Management**	☐	**Reliable Core Services**
☐	**Vibrant Economic Climate**	☐	**Quality Programs & Amenities**
☐	**Engaged Community**	☒	**Healthy Workforce**
☐	**Supportive Technology**	☒	**Collaborative Regional Partner**

Second Reading Amendments

Ordinance No. 1883, Series 2024 is revised to read as follows (second reading amendments are shown in **bold underline** and ~~**bold strikeout**~~):

ORDINANCE NO. 1883
SERIES 2024

AN ORDINANCE AMENDING THE LOUISVILLE MUNICIPAL CODE TO REQUIRE RESTAURANTS TO OFFER HEALTHY BEVERAGES IN CHILDREN'S MEALS

WHEREAS, the health and well-being of children is a priority for the City; and

WHEREAS, according to a CDC study, over one-third of children and adolescents consumed fast food on a given day, and children; and

WHEREAS, the American Heart Association recommends that children consume no more than six teaspoons of sugar a day; but a small (12-ounce) soda found on children's meal menus contains about ten teaspoons of sugar; and

WHEREAS, the consumption of sugary drinks has been linked to an increased risk of chronic diseases and health conditions, including type 2 diabetes, heart disease, high blood pressure, and certain cancers; and

WHEREAS, requiring restaurants to provide a healthy beverage as the "default beverage" included in children's meals has been found to be an effective way to improve the nutritional quality of children's meals; and

WHEREAS, the City Council has carefully reviewed this ordinance and finds that it promotes the overall health and wellbeing of children and their families and is in the best interest of the health, safety, and welfare of the public.

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

Section 1. Title 5 of the Louisville Municipal Code is hereby amended by the addition of a new Chapter 5.26 to read as follows:

Chapter 5.26
Healthy Beverages in Children's Meals

Sec. 5.26.010. Definitions

For the purpose of this chapter, the following words and phrases shall have the following meanings:

Children's meal means a combination of food items and a beverage, or a single food item and a beverage, sold together at a single price, primarily intended for consumption by a child.

Default beverage means the drink that is automatically included or offered in a children's meal.

Health department means Boulder County Public Health.

Restaurant means a **business licensed as a retail** food establishment that serves food to customers for consumption on- or off-premises, including fast food and full-service dining establishments.

Sec. 5.26.020. Default beverages in children's meals.

(a) Effective April 1, 2025 a restaurant that sells a children's meal shall make the default beverage sold with the children's meal one of the following items:

1. Water, still or sparkling, with no added sugar; or
2. Dairy milk or a non-dairy milk alternative, with no added sugar.

(b) Restaurant menus shall only list the beverages described in subsection (a) above in conjunction with children's meals. Restaurant employees shall offer the default beverage while taking food orders from customers.

(c) Nothing in this section prohibits a restaurant's ability to sell, or a customer's ability to purchase, any other beverage that is available if requested by the purchaser of the children's meal.

Sec. 5.26.030. Enforcement; penalties.

(a) Restaurants will be inspected for compliance with this chapter during inspections by the health department ~~**or other designated inspector of the City**~~.

(b) No restaurant will be charged with violating this chapter unless a written warning ~~**and an opportunity to correct the violation**~~ is first given to the restaurant**, which such warning shall provide the restaurant at least ninety (90) days to correct the violation.** The warning may personally delivered, posted at the restaurant, or mailed via first-class mail to the restaurant.

(c) Any person convicted of violating this chapter shall, upon conviction, be punished by a fine of not more than $500.00 for each offense. Imprisonment shall not be imposed as a penalty for any violation of this chapter.

Section 2. If any portion of this ordinance is held to be invalid for any reason, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares it would have passed and approved this ordinance and each part hereof irrespective of the fact that any one part be declared invalid.

Section 3. The repeal or modification of any provision of the Municipal Code of the City of Louisville by this ordinance shall not release, extinguish, alter, modify, or change in whole or in part any penalty, forfeiture, or liability, either civil or criminal, which shall have been incurred under such provision, and each provision shall be treated and held as still remaining in force for the purpose of sustaining any and all proper actions, suits, proceedings, and prosecutions for the enforcement of the penalty, forfeiture, or liability, as well as for the purpose of sustaining any judgment, decree, or order which can or may be rendered, entered, or made in such actions, suits, proceedings, or prosecutions.

Section 4. All other ordinances or portions thereof inconsistent or conflicting with this ordinance or any portion hereof are hereby repealed to the extent of such inconsistency or conflict.

INTRODUCED, READ, PASSED ON FIRST READING, AND ORDERED PUBLISHED this 3rd day of September, 2024.

_____
Christopher M. Leh, Mayor

ATTEST:

_____
Meredyth Muth, City Clerk

APPROVED AS TO FORM:

_____
Kelly PC, City Attorney

PASSED AND ADOPTED ON SECOND AND FINAL READING, this 17th day of September, 2024.

_____
Christopher M. Leh, Mayor

ATTEST:

_____
Meredyth Muth, City Clerk

Meredyth Muth

From: Colin Larson <CLarson@corestaurant.org>
Sent: Tuesday, September 10, 2024 4:51 PM
To: City Council
Subject: Colorado Restaurant Association comments on Healthy Kids Beverage Ordinance

Hello members of the Louisville City Council,

My name is Colin Larson and I am the Government Affairs Director of the Colorado Restaurant Association and I am writing to you today to request several modification and clarifications to the proposed City Ordinance 1883.

CRA recently was recently proactively involved with a similar ordinance in the city of Denver where we had meetings with the council members sponsoring the ordinance prior to introduction and were able reach several compromises to address our members concerns and ultimately created a policy that worked well for restaurants and accomplished the goals of the advocacy groups behind the ordinance. While it appears that the proposed ordinance 1883 incorporates many of those same negotiated points from the Denver Ordinance, the CRA is writing to request clarifications and alterations of the following items:

1. **Change and clarify the definition of restaurant**

   The definition of "Restaurant" is much broader than other ordinances and laws we have seen around the state (which typically narrowly define restaurants as "a business that is licensed as a retail food establishment which serves prepared food intended to be eaten on or off premises"). The way this definition is currently written it could apply to grocery stores, convenience stores, sporting goods retailers that sell jerky or granola bars, etc. This isn't as much of a concern for this policy as it is a larger concern for having a consistent definition of restaurant across ordinances.

2. **Clearly define the health department as the enforcing agency**

   With regards to sub section (a) of the enforcement; penalties section, the "or other designated inspector of the City" language is potentially very problematic for restaurants, and we request that language be removed to make it clear that the inspection will be done by the local public health inspector. In our discussion with the Denver City Council on their ordinance, we explained that public health inspections are already conducted on a routine basis at every restaurant and we have concerns that if inspections are done by other inspectors that it could potentially lead to additional disruptions of business and/or incentivize the city to hire additional staff to conduct inspections, which could necessitate additional fees or taxes. Business conditions for the hospitality industry are already in a dire condition across the state and particularly in Boulder County.

   Having enforcement of this provision take place during routine public health inspections would significantly alleviate the concerns of our members that this ordinance could lead to additional costs and would increase the likelihood of compliance since health inspection reports and corrections are commonly reviewed by restaurants already.

3. **Revise and define a reasonable timeline to get into compliance the recognizes potential cost burdens**

   Sub section (b) of the enforcement; penalties section, does not provide any clear timeline or remedy schedule to get into compliance with the ordinance. We requested the ordinance be revised so that a restaurant found to be out of compliance with the ordinance be first notified of their non-compliance during their routine health inspection and that they only be issued a violation if they are still found to be out of compliance on their subsequent inspection.

   The reason for this is that depending on the establishment, changing printed menus or display boards can often cost thousands of dollars and take several months to design, order, and install new display boards (especially in instances where the restaurant is a franchisee and has contractual obligations to an out-of-state franchisor to design a compliant menu board that still satisfies the requirements of the franchise agreement).

   The way sub section (b) is currently written could theoretically allow for the city to mail a letter to a restaurant on April 1, 2025 (which may never actually be received or reviewed by the owner or staff) and issue a citation on April 5, 2025 during a health inspection which would not be a reasonable amount of time to comply and would result in a significant fine in addition to the financial burden the ordinance is already forcing upon restaurants.

4. **Advertise the availability of funding to offset compliance costs**

   For most restaurants, the biggest point of resistance to ordinances like this is the cost of reprinting menus and display boards. We appreciate that the Louisville ordinance has made money available to restaurants to get into compliance and we request that restaurants who receive their initial notice of non-compliance be provided with information about the resources available to them to help offset the costs they incur. This will help to improve compliance and reduce concern about the ordinance in the restaurant industry over all.

The CRA is happy to discuss any of these concerns more in depth and we thank you for considering the viewpoint of your Louisville restaurant community in your policy making.

Cordially,

Colin Larson, Director of Government Affairs
Colorado Restaurant Association
430 E. 7th Ave. | Denver, CO 80203
P: 303.830.2972
C: 720.206.7664
E: clarson@corestaurant.org



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Meredyth Muth

From: Nina Stubblebine <nstubblebine@communityfoodshare.org>
Sent: Tuesday, March 5, 2024 3:56 PM
To: City Council
Cc: Edstrom, Christina
Subject: Tonight's meeting

Some people who received this message don't often get email from nstubblebine@communityfoodshare.org. Learn why this is important

Dear City Council Members,

I am a member of the Louisville Healthy Kids Coalition, representing Community Food Share – the food bank serving all of Boulder and Broomfield Counties. Since I will not be able to attend the meeting this evening, I wanted to be sure to take the time to send an email stating Community Food Share's support of passing our healthy drinks in kids meals ordinance. Passing this ordinance is a huge benefit to the health of our community. Sugary drinks disproportionately impact lower-income folks in part because they are targeted by the sugary drink industry (for instance, sugary drinks are more heavily promoted and go on sale when SNAP benefits are released). This ordinance would directly benefit a lot of the families that Community Food Share serves.

Thanks for your consideration of this important ordinance!

Nina Stubblebine
Director of Community Collaboration
Pronouns: she, her, hers, ella < What's this?
Community Food Share
650 S. Taylor Avenue
Louisville, CO 80027
nstubblebine@communityfoodshare.org
O: (303) 652-3663 ext. 206
www.communityfoodshare.org

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Meredyth Muth

From: Christine Fallabel <CFallabel@diabetes.org>
Sent: Tuesday, March 5, 2024 12:09 PM
To: City Council
Cc: Rebecca Gillett; Edstrom, Christina
Subject: Support for Healthy Drinks Ordinance

Some people who received this message don't often get email from cfallabel@diabetes.org. Learn why this is important

Dear Louisville City Council Members,

My name is Christine Fallabel, and I am the Director of State Government Affairs and Advocacy with the American Diabetes Association. Thank you for considering a healthy drinks ordinance---such an important policy for the health of Coloradans.

The American Diabetes Association works every day to improve the lives of all people living with diabetes and help those at risk for the condition prevent its onset. A major component of that is through daily behavior change, including the reduction of sugary foods and beverages.

Sugary drinks are a major component of chronic disease in our country, and sugary drinks are the number one source of added sugars in the American diet. This is especially true for children, where 60% of kids and youth consume at least one sugary drink per day.
People who drink at least one sugary beverage per day are at a 25% increased risk of developing type 2 diabetes in their lifetime. And our country is currently experiencing a type 2 diabetes epidemic.

The prevalence of type 2 diabetes in children has doubled over the past 20 years in the United States, and current trends tell us that as many as 220,000 young people in our country will have type 2 diabetes by 2060---which is nearly a 700% increase.
We can work to combat this in Colorado. Small changes in daily behavior, including our diet, can delay and even prevent the onset of type 2 diabetes, especially when people make these changes at a younger age.

Passing a healthy drink in kids' meals policy in Louisville is an important first step towards improving the built environment here and it will send a message to our families that the city cares about their health.

We can stem the tide of chronic illness and type 2 diabetes right here in Louisville, and I urge you to vote yes and make the healthy choice the easy choice for our kids and families.

Thank you for your time and consideration. If you have any questions, please let me know.

Sincerely,



Christine Fallabel, MPH

Christine Fallabel, MPH *(she/her)*
Director, State Government Affairs and Advocacy

Mountain Standard Time (MST)
Cell: 570-582-8235
cfallabel@diabetes.org

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SUBJECT: **RESOLUTION NO. 45, SERIES 2024, A RESOLUTION APPROVING A MASTER SERVICES AGREEMENT WITH FLOCK GROUP, INC. FOR LICENSE PLATE DETECTION SOFTWARE AND HARDWARE**

DATE: **SEPTEMBER 17, 2024**

PRESENTED BY: **RAFAEL GUTIERREZ, CHIEF OF POLICE**
SCOTT MOORE, CRIME PREVENTION SPECIALIST

SUMMARY:
In April 2022, the City Council of the City of Louisville approved a service agreement with Flock Inc. for License Plate Recognition (LPR) cameras as a means to provide a safety and security measure for Marshall Fire impacted neighborhoods in the city. The Police Department utilizes the system and software to view, search, and receive notifications for bona fide lawful purposes to bolster investigative capabilities and to try and more effectively deter and solve crime. The system also assists in locating vehicles of public safety interest traveling in our community.

The previous service agreement with Flock Inc. expires soon and the agreement has come up for renewal. The police department seeks to continue LPR services for a new 24 month term through the end of 2026. The LPR system has proven to be a valuable tool that has assisted with several criminal investigations during the time it has been in use. The most significant uses to date are related to the apprehension of people responsible for a string of commercial burglaries that occurred across multiple counties, including 4 in Louisville and the identification and apprehension of a group of people involved in the theft of construction materials in Louisville and across the Front Range. In both of these success stories, the LPR led to the identification of a vehicle of interest and ultimately the filing of criminal charges for those alleged to have been involved in these crimes. The system continues to provide valuable investigative leads and serves as a technology that has enhanced the police department's capability. The police department is not currently seeking to expand the program beyond the 20 cameras it presently utilizes, but may look at that possibility in years to come.

During the term of the proposed contract renewal, the police department leadership believes the city will likely reach a point when some of the currently deployed LPR cameras might be better used in other areas of the city. All current locations would be evaluated to align use with crime data and trends to potentially relocate them to more strategic sites to increase effectiveness. Currently of the 551 Louisville homes and businesses lost in the fire, 292 homes have been rebuilt and those residents have moved home. There are currently 160 homes under construction, 62 vacant lots, and 36 rebuild permits under review in the affected areas. The increased natural surveillance provided by residents returning to the rebuilt areas and proactive policing may reduce

the need for LPR cameras in some of these locations. By analyzing crime data and traffic counts the department would potentially seek to re-locate cameras to areas where they could potentially be most beneficial to the community at large.

The Flock LPR system is managed by department policies and industry guidelines related to data retention and safeguarding community member's privacy. The system administrator at the police department controls access and regularly audits the system to ensure compliance. The department will continue to preserve a high standard for how the system data is used and will ensure anyone with access to the information is in compliance with our policies. In the two years of use, the department and its members have remained compliant with policies and there have been no violations nor improper use of the system.

FISCAL IMPACT:
24-Month agreement, paid annually at $67,000 per year with a total cost of $135,000 over the term of the agreement.

RECOMMENDATION:
Staff recommends renewal of the contract with Flock Inc. for LPR services for a new 24-month period of service.

ATTACHMENT(S):
1. Resolution No. 45, Series 2024 approving service agreement with Flock Inc.
2. Master Services Agreement
3. Flock Safety Price Quote proposal
4. Louisville Police Department ALPR policy
5. ALPR presentation – Overview of system and Utilization

STRATEGIC PLAN IMPACT:

☐	**Financial Stewardship & Asset Management**	☒	**Reliable Core Services**
☐	**Vibrant Economic Climate**	☐	**Quality Programs & Amenities**
☐	**Engaged Community**	☐	**Healthy Workforce**
☒	**Supportive Technology**	☒	**Collaborative Regional Partner**

RESOLUTION NO. 45
SERIES 2024

A RESOLUTION APPROVING A MASTER SERVICES AGREEMENT WITH FLOCK GROUP INC. FOR LICENSE PLATE DETECTION SOFTWARE AND HARDWARE

WHEREAS, Flock Group Inc. ("Flock") offers a software and hardware solution for automatic license plate detection through Flock's technology platform (the "Flock Service"); and

WHEREAS, upon detection, the Flock Services are capable of capturing audio, image, and recordings data of suspected vehicles and can provide notifications to law enforcement agencies; and

WHEREAS, by Resolution No. 15, Series 2022, the City Council approved a Services Agreement with Flock; and

WHEREAS, the proposed Master Services Agreement (the "Agreement") would allow the Louisville Police Department to continue accessing the Flock Service on existing cameras, or on newly installed Flock-provided cameras, in order to create, view, search and archive footage and receive notifications, including those from other users of the Flock Service (where there is an investigative or bona fide lawful purpose) such as schools, neighborhood homeowners associations, businesses, and individual users; and

WHEREAS, the City Council by this Resolution desires to approve the Agreement in order to continue using the Flock Service.

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

Section 1. The Master Services Agreement with Flock Group Inc. ("Agreement"), for license plate detection software and hardware, a copy of which Agreement accompanies this Resolution, is hereby approved.

Section 2. The Mayor and City Clerk are hereby authorized to execute the Agreement and the Mayor is hereby further authorized to negotiate and approve such revisions to the Agreement as the Mayor determines are necessary or desirable for the protection of the City, so long as the essential terms and conditions of the Agreement are not altered.

PASSED AND ADOPTED this 17th day of September, 2024.

_____
Christopher M. Leh, Mayor

ATTEST:

_____
Genny Kline, Interim City Clerk

Master Services Agreement

This Master Services Agreement (this "***Agreement***") is entered into by and between Flock Group, Inc. with a place of business at 1170 Howell Mill Road NW Suite 210, Atlanta, GA 30318 ("***Flock***") and the entity identified in the signature block ("***Customer***") (each a "***Party***," and together, the "***Parties***"). This Agreement is effective on the date of mutual execution ("***Effective Date***"). Parties will sign an Order Form ("***Order Form***") which will describe the Flock Services to be performed and the period for performance, attached hereto as **Exhibit A**.

RECITALS

WHEREAS, Flock offers a software and hardware situational awareness solution through Flock's technology platform that upon detection is capable of capturing audio, video, image, and recording data and provide notifications to Customer ("***Notifications***");

WHEREAS, Customer desires access to the Flock Services (defined below) on existing devices, provided by Customer, or Flock provided Flock Hardware (as defined below) in order to create, view, search and archive Footage and receive Notifications, via the Flock Services;

WHEREAS, Customer shall have access to the Footage in Flock Services. Pursuant to Flock's standard Retention Period (defined below) Flock deletes all Footage on a rolling thirty (30) day basis, except as otherwise stated on the ***Order Form***. Customer shall be responsible for extracting, downloading and archiving Footage from the Flock Services on its own storage devices; and

1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

1.1 "***Agreement***" means the order form (to be provided as Exhibit A, "Order Form"), these terms and conditions, and any document therein incorporated by reference in section 11.4.

1.2 "***Anonymized Data***" means Customer Data permanently stripped of identifying details and any potential personally identifiable information, by commercially available standards which irreversibly alters data in such a way that a data subject (i.e., individual person or entity) can no longer be identified directly or indirectly.

1.3 "***Authorized End User(s)***" means any individual employees, agents, or contractors of Customer accessing or using the Services, under the rights granted to Customer pursuant to this Agreement.

1.4 "***Customer Data***" means the data, media, and content provided by Customer through the Services. For the avoidance of doubt, the Customer Data will include the Footage.

1.5. "***Customer Hardware***" means the third-party camera owned or provided by Customer and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services.

1.6 "***Effective Date***" means the date this Agreement is mutually executed (valid and enforceable) by both Parties.

1.7 "***Embedded Software***" means the Flock proprietary software and/or firmware integrated with or installed on the Flock Hardware or Customer Hardware.

1.8 "***Flock Hardware***" means the Flock device(s), which may include the pole, clamps, solar panel, installation components, and any other physical elements that interact with the Embedded Software and the Web Interface, to provide the Flock Services as specifically set forth in the applicable Order Form.

1.9 "***Flock IP***" means the Services, the Embedded Software, and any intellectual property or proprietary information therein or otherwise provided to Customer and/or its Authorized End Users. Flock IP does not include Footage (as defined below).

1.10 "***Flock Services***" means the provision of Flock's software and hardware situational awareness solution, via the Web Interface, for automatic license plate detection, alerts, audio detection, searching image records, video and sharing Footage.

1.11 "***Footage***" means still images, video, audio, and other data captured by the Flock Hardware or Customer Hardware in the course of and provided via the Flock Services.

1.12 "***Installation Services***" means the services provided by Flock for installation of Flock Services.

1.13 "***Permitted Purpose***" means for legitimate public safety and/or business purpose, including but not limited to the awareness, prevention, and prosecution of crime; investigations; and prevention of commercial harm, to the extent permitted by law.

1.14 "***Retention Period***" means the time period that the Customer Data is stored within the cloud storage, as specified in the applicable Order Form. Flock deletes all Footage on a rolling thirty (30) day basis, except as otherwise stated on the Order Form. Customer shall be responsible for extracting, downloading and archiving Footage from the Flock Services on its own storage devices.

1.15 "***Term***" means the date, unless otherwise stated in the Order Form, upon which the cameras are validated by both Parties as operational.

1.16 "***Web Interface***" means the website(s) or application(s) through which Customer and its Authorized End Users can access the Services.

2. SERVICES AND SUPPORT

2.1 **Provision of Access.** Flock hereby grants to Customer a non-exclusive, non-transferable right to access the features and functions of the Flock Services via the Web Interface during the Term, solely for the Authorized End Users. The Footage will be available for Authorized End Users to access and download via the Web Interface for the Retention Period. Authorized End Users will be required to sign up for an account and select a password and username ("***User ID***"). Customer shall be responsible for all acts and omissions of Authorized End Users. Customer shall undertake reasonable efforts to make all Authorized End Users aware of all applicable provisions of this Agreement and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Flock Services, (such as using a third party to host the Web Interface for cloud storage or a cell phone provider for wireless cellular coverage).

2.2 **Embedded Software License.** Flock grants Customer a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as it pertains to Flock Services, solely as necessary for Customer to use the Flock Services.

2.3 **Support Services.** Flock shall monitor the Flock Services, and any applicable device health, in order to improve performance and functionality. Flock will use commercially reasonable efforts to respond to requests for support within seventy-two (72) hours. Flock will provide Customer with reasonable technical and on-site support and maintenance services in-person, via phone or by email at support@flocksafety.com (such services collectively referred to as ***"Support Services"***).

2.4 **Updates to Platform.** Flock may make any updates to system or platform that it deems necessary or useful to (i) maintain or enhance the quality or delivery of Flock's products or services to its agencies, the competitive strength of, or market for, Flock's products or services, such platform or system's cost efficiency or performance, or (ii) to comply with applicable law. Parties understand that such updates are necessary from time to time and will not diminish the quality of the services or materially change any terms or conditions within this Agreement.

2.5 **Service Interruption.** Services may be interrupted in the event that: (a) Flock's provision of the Services to Customer or any Authorized End User is prohibited by applicable law; (b) any third-party services required for Services are interrupted; (c) if Services are being used for

malicious, unlawful, or otherwise unauthorized use; (d) there is a threat or attack on any of the Flock IP by a third party; or (e) scheduled or emergency maintenance ("***Service Interruption***"). Flock will make commercially reasonable efforts to provide written notice of any Service Interruption to Customer, to provide updates, and to resume providing access to Flock Services as soon as reasonably possible after the event giving rise to the Service Interruption is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized End User may incur as a result of a Service Interruption. To the extent that the Service Interruption is not caused by Customer's direct actions or by the actions of parties associated with the Customer, the time will be tolled by the duration of the Service Interruption (for any continuous suspension lasting at least one full day). For example, in the event of a Service Interruption lasting five (5) continuous days, Customer will receive a credit for five (5) free days at the end of the Term.

2.6 **Service Suspension.** Flock may temporarily suspend Customer's and any Authorized End User's access to any portion or all of the Flock IP or Flock Service if (a) there is a threat or attack on any of the Flock IP by Customer; (b) Customer's or any Authorized End User's use of the Flock IP disrupts or poses a security risk to the Flock IP or any other customer or vendor of Flock; (c) Customer or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Customer has violated any term of this provision, including, but not limited to, utilizing Flock Services for anything other than the Permitted Purpose; or (e) any unauthorized access to Flock Services through Customer's account ("***Service Suspension***"). Customer shall not be entitled to any remedy for the Service Suspension period, including any reimbursement, tolling, or credit. If the Service Suspension was not caused by Customer, the Term will be tolled by the duration of the Service Suspension.

2.7 **Hazardous Conditions.** Flock Services do not contemplate hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, or toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately.

3. CUSTOMER OBLIGATIONS

3.1 **Customer Obligations.** Flock will assist Customer Authorized End Users in the creation of a User ID. Authorized End Users agree to provide Flock with accurate, complete, and updated registration information. Authorized End Users may not select as their User ID, a name that they do not have the right to use, or any other name with the intent of impersonation. Customer and Authorized End Users may not transfer their account to anyone else without prior written permission of Flock. Authorized End Users shall not share their account username or password information and must protect the security of the username and password. Unless otherwise stated and defined in this Agreement, Customer shall not designate Authorized End Users for persons who are not officers, employees, or agents of Customer. Authorized End Users shall only use Customer-issued email addresses for the creation of their User ID. Customer is responsible for any Authorized End User activity associated with its account. Customer shall ensure that Customer provides Flock with up-to-date contact information at all times during the Term of this agreement. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Flock Services (e.g., laptops, internet connection, mobile devices, etc.). Customer shall (at its own expense) provide Flock with reasonable access and use of Customer facilities and Customer personnel in order to enable Flock to perform Services (such obligations of Customer are collectively defined as ***"Customer Obligations"***).

3.2 **Customer Representations and Warranties.** Customer represents, covenants, and warrants that Customer shall use Flock Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of data, video, photo, or audio content.

4. DATA USE AND LICENSING

4.1 **Customer Data.** As between Flock and Customer, all right, title and interest in the Customer Data, belong to and are retained solely by Customer. Customer hereby grants to Flock a limited, non-exclusive, royalty-free, irrevocable, worldwide license to use the Customer Data and perform all acts as may be necessary for Flock to provide the Flock Services to Customer. Flock does not own and shall not sell Customer Data.

4.2 **Customer Generated Data.** Flock may provide Customer with the opportunity to post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available, messages, text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information,

content, ratings, reviews, data, questions, suggestions, or other information or materials produced by Customer (**"*Customer Generated Data"***). Customer shall retain whatever legally cognizable right, title, and interest in Customer Generated Data. Customer understands and acknowledges that Flock has no obligation to monitor or enforce Customer's intellectual property rights of Customer Generated Data. Customer grants Flock a non-exclusive, irrevocable, worldwide, royalty-free, license to use the Customer Generated Data for the purpose of providing Flock Services. Flock does not own and shall not sell Customer Generated Data.

4.3 **Anonymized Data.** Flock shall have the right to collect, analyze, and anonymize Customer Data and Customer Generated Data to the extent such anonymization renders the data non-identifiable to create Anonymized Data to use and perform the Services and related systems and technologies, including the training of machine learning algorithms. Customer hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right to use and distribute such Anonymized Data to improve and enhance the Services and for other development, diagnostic and corrective purposes, and other Flock offerings. Parties understand that the aforementioned license is required for continuity of Services. Flock does not own and shall not sell Anonymized Data.

5. CONFIDENTIALITY; DISCLOSURES

5.1 **Confidentiality.** To the extent required by any applicable public records requests, each Party (the "***Receiving Party***") understands that the other Party (the "***Disclosing Party***") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "***Proprietary Information***" of the Disclosing Party). Proprietary Information of Flock includes non-public information regarding features, functionality and performance of the Services. Proprietary Information of Customer includes non-public data provided by Customer to Flock or collected by Flock via Flock Services, which includes but is not limited to geolocation information and environmental data collected by sensors. The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the Party takes with its own proprietary information, but in no event less than commercially reasonable precautions, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the

foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public; or (b) was in its possession or known by it prior to receipt from the Disclosing Party; or (c) was rightfully disclosed to it without restriction by a third party; or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. At the termination of this Agreement, all Proprietary Information will be returned to the Disclosing Party, destroyed or erased (if recorded on an erasable storage medium), together with any copies thereof, when no longer needed for the purposes above, or upon request from the Disclosing Party, and in any case upon termination of the Agreement. Notwithstanding any termination, all confidentiality obligations of Proprietary Information that is trade secret shall continue in perpetuity or until such information is no longer trade secret.

5.2 **Usage Restrictions on Flock IP.** Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Customer acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Customer further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. Customer and Authorized End Users shall not: (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer, or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP; (iii) attempt to modify, alter, tamper with or repair any of the Flock IP, or attempt to create any derivative product from any of the foregoing; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within the Flock Services or Flock IP; (vi) use the Flock Services for anything other than the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent, or otherwise transfer, convey, pledge as security, or otherwise encumber, Customer's rights. There are no implied rights.

5.3 **Disclosure of Footage.** Subject to and during the Retention Period, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or

third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to comply with a legal process, enforce this Agreement, or detect, prevent or otherwise address security, privacy, fraud or technical issues, or emergency situations.

6. PAYMENT OF FEES

6.1 **Billing and Payment of Fees**. Customer shall pay the fees set forth in the applicable Order Form based on the billing structure and payment terms as indicated in the Order Form. To the extent the Order Form is silent, Customer shall pay all invoices net thirty (30) days from the date of receipt. If Customer believes that Flock has billed Customer incorrectly, Customer must contact Flock no later than thirty (30) days after the closing date on the first invoice in which the error or problem appeared to receive an adjustment or credit. Customer acknowledges and agrees that a failure to contact Flock within this period will serve as a waiver of any claim. If any undisputed fee is more than thirty (30) days overdue, Flock may, without limiting its other rights and remedies, suspend delivery of its service until such undisputed invoice is paid in full. Flock shall provide at least thirty (30) days' prior written notice to Customer of the payment delinquency before exercising any suspension right.

6.2 **Notice of Changes to Fees.** In the event of any changes to fees, Flock shall provide Customer with sixty (60) days' notice (email sufficient) prior to the end of the Initial Term or Renewal Term (as applicable). Any such changes to fees shall only impact subsequent Renewal Terms.

6.3 **Taxes.** To the extent Customer is not a tax exempt entity, Customer is responsible for all taxes, levies, or duties, excluding only taxes based on Flock's net income, imposed by taxing authorities associated with the order. If Flock has the legal obligation to pay or collect taxes, including amount subsequently assessed by a taxing authority, for which Customer is responsible, the appropriate amount shall be invoice to and paid by Customer unless Customer provides Flock a legally sufficient tax exemption certificate and Flock shall not charge Customer any taxes from which it is exempt. If any deduction or withholding is required by law, Customer shall notify Flock and shall pay Flock any additional amounts necessary to ensure that the net amount that Flock receives, after any deduction and withholding, equals the amount Flock would have received if no deduction or withholding had been required.

7. TERM AND TERMINATION

7.1 **Term.** The initial term of this Agreement shall be for the period of time set forth on the Order Form (the "***Term***"). Unless otherwise indicated on the Order Form, the Term shall commence upon first installation of Flock Hardware, as applicable. Following the Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "***Renewal Term***") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

7.2 **Termination.** Upon termination or expiration of this Agreement, Flock will remove any applicable Flock Hardware at a commercially reasonable time period. In the event of any material breach of this Agreement, the non-breaching Party may terminate this Agreement prior to the end of the Term by giving thirty (30) days prior written notice to the breaching Party; provided, however, that this Agreement will not terminate if the breaching Party has cured the breach prior to the expiration of such thirty (30) day period ("***Cure Period***"). Either Party may terminate this Agreement (i) upon the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other Party's making an assignment for the benefit of creditors, or (iii) upon the other Party's dissolution or ceasing to do business. In the event of a material breach by Flock, and Flock is unable to cure within the ***Cure Period***, Flock will refund Customer a pro-rata portion of the pre-paid fees for Services not received due to such termination.

7.3 **Survival**. The following Sections will survive termination: 1, 3, 5, 6, 7, 8.3, 8.4, 9, 11.1 and 11.6.

8. REMEDY FOR DEFECT; WARRANTY AND DISCLAIMER

8.1 **Manufacturer Defect.** Upon a malfunction or failure of Flock Hardware or Embedded Software (a "***Defect***"), Customer must notify Flock's technical support team. In the event of a Defect, Flock shall make a commercially reasonable attempt to repair or replace the defective Flock Hardware at no additional cost to the Customer. Flock reserves the right, in its sole discretion, to repair or replace such Defect, provided that Flock shall conduct inspection or testing within a commercially reasonable time, but no longer than seven (7) business days after Customer gives notice to Flock.

8.2 **Replacements.** In the event that Flock Hardware is lost, stolen, or damaged, Customer may request a replacement of Flock Hardware at a fee according to the reinstall fee schedule (https://www.flocksafety.com/reinstall-fee-schedule). In the event that Customer chooses not to replace lost, damaged, or stolen Flock Hardware, Customer understands and agrees that Flock is not liable for any resulting impact to Flock service, nor shall Customer receive a refund for the lost, damaged, or stolen Flock Hardware.

8.3 **Warranty.** Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock's reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

8.4 **Disclaimer.** THE REMEDY DESCRIBED IN SECTION 8.1 ABOVE IS CUSTOMER'S SOLE REMEDY, AND FLOCK'S SOLE LIABILITY, WITH RESPECT TO DEFECTS. FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED "AS IS" AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A

PARTICULAR PURPOSE. THIS DISCLAIMER ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 11.6.

8.5 **Insurance.** Flock will maintain commercial general liability policies as stated in Exhibit B.

8.6 **Force Majeure.** Parties are not responsible or liable for any delays or failures in performance from any cause beyond their control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, pandemics (including the spread of variants), issues of national security, acts or omissions of third-party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, supply chain shortages of equipment or supplies, financial institution crisis, weather conditions or acts of hackers, internet service providers or any other third party acts or omissions.

9. LIMITATION OF LIABILITY; INDEMNITY

9.1 **Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK, ITS OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR LOSS OF REVENUE, BUSINESS OR BUSINESS INTERRUPTION; (B) INCOMPLETE, CORRUPT, OR INACCURATE DATA; (C) COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; (D) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (E) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY CUSTOMER TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY OF SECTION ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE REFERENCED IN SECTION

11.6. NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT APPLY (I) IN THE EVENT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR (II) INDEMNIFICATION OBLIGATIONS.

9.2 **Responsibility.** Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable for the torts of its own officers, agents, or employees.

9.3 **Flock Indemnity.** Flock shall indemnify and hold harmless Customer, its agents and employees, from liability of any kind, including claims, costs (including defense) and expenses, on account of: (i) any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this Agreement; or (ii) any damage or injury to property or person directly caused by Flock's installation of Flock Hardware, except for where such damage or injury was caused solely by the negligence of the Customer or its agents, officers or employees. Flock's performance of this indemnity obligation shall not exceed the fees paid and/or payable for the services rendered under this Agreement in the preceding twelve (12) months.

10. INSTALLATION SERVICES AND OBLIGATIONS

10.1 **Ownership of Hardware**. Flock Hardware is owned and shall remain the exclusive property of Flock. Title to any Flock Hardware shall not pass to Customer upon execution of this Agreement, except as otherwise specifically set forth in this Agreement. Except as otherwise expressly stated in this Agreement, Customer is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware. Customer agrees and understands that in the event Customer is found to engage in any of the foregoing restricted actions, all warranties herein shall be null and void, and this Agreement shall be subject to immediate termination for material breach by Customer. Customer shall not perform any acts which would interfere with the retention of title of the Flock Hardware by Flock. Should Customer default on any payment of the Flock Services, Flock may remove Flock Hardware at Flock's discretion. Such removal, if made by Flock, shall not be deemed a waiver of Flock's

rights to any damages Flock may sustain as a result of Customer's default and Flock shall have the right to enforce any other legal remedy or right.

10.2 **Deployment Plan**. Flock shall advise Customer on the location and positioning of the Flock Hardware for optimal product functionality, as conditions and locations allow. Flock will collaborate with Customer to design the strategic geographic mapping of the location(s) and implementation of Flock Hardware to create a deployment plan ("***Deployment Plan***"). In the event that Flock determines that Flock Hardware will not achieve optimal functionality at a designated location, Flock shall have final discretion to veto a specific location, and will provide alternative options to Customer.

10.3 **Changes to Deployment Plan.** After installation of Flock Hardware, any subsequent requested changes to the Deployment Plan, including, but not limited to, relocating, re-positioning, adjusting of the mounting, removing foliage, replacement, changes to heights of poles will incur a fee according to the reinstall fee schedule located at (https://www.flocksafety.com/reinstall-fee-schedule). Customer will receive prior notice and confirm approval of any such fees.

10.4 **Customer Installation Obligations**. Customer is responsible for any applicable supplementary cost as described in the Customer Implementation Guide, attached hereto as Exhibit C. Customer represents and warrants that it has, or shall lawfully obtain, all necessary right title and authority and hereby authorizes Flock to install the Flock Hardware at the designated locations and to make any necessary inspections or maintenance in connection with such installation.

10.5 **Flock's Obligations**. Installation of any Flock Hardware shall be installed in a professional manner within a commercially reasonable time from the Effective Date of this Agreement. Upon removal of Flock Hardware, Flock shall restore the location to its original condition, ordinary wear and tear excepted. Flock will continue to monitor the performance of Flock Hardware for the length of the Term. Flock may use a subcontractor or third party to perform certain obligations under this Agreement, provided that Flock's use of such subcontractor or third party shall not release Flock from any duty or liability to fulfill Flock's obligations under this Agreement.

11. MISCELLANEOUS

11.1 **Compliance With Laws.** Parties shall comply with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules, including responding to any subpoena request(s).

11.2 **Severability.** If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.

11.3 **Assignment.** This Agreement is not assignable, transferable or sublicensable by either Party, without prior consent. Notwithstanding the foregoing, either Party may assign this Agreement, without the other Party's consent, (i) to any parent, subsidiary, or affiliate entity, or (ii) to any purchaser of all or substantially all of such Party's assets or to any successor by way of merger, consolidation or similar transaction.

11.4 **Entire Agreement.** This Agreement, together with the Order Form(s), the reinstall fee schedule (https://www.flocksafety.com/reinstall-fee-schedule), and any attached exhibits are the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous or contemporaneous negotiations, discussions or agreements, whether written and oral, communications and other understandings relating to the subject matter of this Agreement. All waivers and modifications must be in a writing signed by both Parties, except as otherwise provided herein. None of Customer's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected. Any mutually agreed upon future purchase order is subject to these legal terms and does not alter the rights and obligations under this Agreement, except that future purchase orders may outline additional products, services, quantities and billing terms to be mutually accepted by Parties. In the event of any conflict of terms found in this Agreement or any other terms and conditions, the terms of this Agreement shall prevail. Customer agrees that Customer's purchase is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written comments made by Flock with respect to future functionality or feature.

11.5 **Relationship.** No agency, partnership, joint venture, or employment is created as a result of this Agreement and Parties do not have any authority of any kind to bind each other in any respect whatsoever. Flock shall at all times be and act as an independent contractor to Customer.

11.6 **Governing Law; Venue.** This Agreement shall be governed by the laws of the state in which the Customer is located. The Parties hereto agree that venue would be proper in the

chosen courts of the State of which the Customer is located. The Parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

11.7 **Special Terms.** Flock may offer certain special terms which are indicated in the Order Form and will become part of this Agreement, upon Customer's prior written consent and the mutual execution by authorized representatives ("***Special Terms***"). To the extent that any terms of this Agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

11.8 **Publicity.** Upon prior written consent, Flock has the right to reference and use Customer's name and disclose the nature of the Services in business and development and marketing efforts. Nothing contained in this Agreement shall be construed as conferring on any Party, any right to use the other Party's name as an endorsement of product/service.

11.9 **Feedback.** If Customer or Authorized End User provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Agency or Authorized End User hereby assigns to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

11.10 **Export.** Customer may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign Customer or authority. As defined in Federal Acquisition Regulation ("FAR"), section 2.101, the Services, the Flock Hardware and Documentation are "commercial items" and according to the Department of Defense Federal Acquisition Regulation ("DFAR") section 252.2277014(a)(1) and are deemed to be "commercial computer software" and "commercial computer software documentation." Flock is compliant with FAR Section 889 and does not contract or do business with, use any equipment, system, or service that uses the enumerated banned Chinese telecommunication companies, equipment or services as a substantial or essential component of any system, or as critical technology as part of any Flock system. Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or

commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

11.11 **Headings.** The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated sections.

11.12 **Authority.** Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the Parties they are representing upon the Effective Date.

11.13 **Conflict.** In the event there is a conflict between this Agreement and any applicable statement of work, or Customer purchase order, this Agreement controls unless explicitly stated otherwise.

11.14 **Notices.** All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt to the address listed on the Order Form (or, if different, below), if sent by certified or registered mail, return receipt requested.

11.15 **Non-Appropriation.** Notwithstanding any other provision of this Agreement, all obligations of the Customer under this Agreement which require the expenditure of public funds are conditioned on the availability of said funds appropriated for that purpose. To the extent applicable, Customer shall have the right to terminate this Agreement for non appropriation with thirty (30) days written notice without penalty or other cost.

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FLOCK NOTICES ADDRESS:

1170 HOWELL MILL ROAD, NW SUITE 210

ATLANTA, GA 30318

ATTN: LEGAL DEPARTMENT

EMAIL: legal@flocksafety.com

Customer NOTICES ADDRESS:

ADDRESS: _____

ATTN: _____

EMAIL: _____

EXHIBIT B

INSURANCE

Required Coverage. Flock shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the services under this Agreement and the results of that work by Flock or its agents, representatives, employees or subcontractors. Insurance shall be placed with insurers with a current A. M. Best rating of no less than "A" and "VII". Flock shall obtain and, during the term of this Agreement, shall maintain policies of professional liability (errors and omissions), automobile liability, and general liability insurance for insurable amounts of not less than the limits listed herein. The insurance policies shall provide that the policies shall remain in full force during the life of the Agreement. Flock shall procure and shall maintain during the life of this Agreement Worker's Compensation insurance as required by applicable State law for all Flock employees. For the avoidance of doubt, all required insurance limits by Customer can be met through a combination of primary and excess/umbrella coverage.

Types and Amounts Required. Flock shall maintain, at minimum, the following insurance coverage for the duration of this Agreement:

(i) **Commercial General Liability** insurance written on an occurrence basis with minimum limits of One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) in the aggregate for bodily injury, death, and property damage, including personal injury, contractual liability, independent contractors, broad-form property damage, and product and completed operations coverage;

(ii) **Umbrella or Excess Liability** insurance written on an occurrence basis with minimum limits of Ten Million Dollars ($10,000,000) per occurrence and Ten Million Dollars ($10,000,000) in the aggregate;

(iii) **Professional Liability/Errors and Omissions** insurance with minimum limits of Five Million Dollars ($5,000,000) per occurrence and Five Million Dollars ($5,000,000) in the aggregate;

(iv) **Commercial Automobile Liability** insurance with a minimum combined single limit of One Million Dollars ($1,000,000) per occurrence for bodily injury, death, and property coverage, including owned and non-owned and hired automobile coverage; and

(v) **Cyber Liability** insurance written on an occurrence basis with minimum limits of Five Million Dollars ($5,000,000).

Flock Safety + CO - Louisville PD

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:
Jaime Alfaro
jaime.alfaro@flocksafety.com
2067144430

Created Date: 08/01/2024
Expiration Date: 07/07/2024
Quote Number: Q-85708
PO Number:

flock safety

flock safety

Quote

This document is for informational purposes only. Pricing is subject to change.

Bill To: 992 Via Appia Louisville, Colorado 80027

Ship To: 992 West Via Appia Way Louisville, Colorado 80027

Billing Company Name: CO - Louisville PD
Billing Contact Name:
Billing Email Address:
Billing Phone:

Subscription Term: 24 Months
Renewal Term:
Payment Terms: Net 30
Billing Frequency: Annual - First Year at Signing.

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			**$67,500.00**
Flock Safety Flock OS			
FlockOS ™ - Essentials	Included	1	Included
Enhanced LPR Upgrade	Included	1	Included
Flock Safety LPR Products			
Flock Safety Falcon ®	Included	20	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			

Subtotal Year 1:	$67,500.00
Annual Recurring Subtotal:	$67,500.00
Estimated Tax:	$0.00
Contract Total:	$135,000.00

Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This is not an invoice – this document is a non-binding proposal for informational purposes only. Pricing is subject to change.

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Product and Services Description

Flock Safety Platform Items	Product Description
Flock Safety Falcon ®	An infrastructure-free license plate reader camera that utilizes Vehicle Fingerprint® technology to capture vehicular attributes.

One-Time Fees	Service Description
Installation on existing infrastructure	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Professional Services - Advanced Implementation Fee	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.

FlockOS Features & Description

FlockOS Features	Description
Community Network Access	The ability to request direct access to feeds from privately owned Flock Safety Falcon® LPR cameras located in neighborhoods, schools, and businesses in your community, significantly increasing actionable evidence that clears cases.
Unlimited Users	Unlimited users for FlockOS
State Network (License Plate Lookup Only)	Allows agencies to look up license plates on all cameras opted into the Flock Safety network within your state.
Nationwide Network (License Plate Lookup Only)	With the vast Flock Safety sharing network, law enforcement agencies no longer have to rely on just their devices alone. Agencies can leverage a nationwide system boasting 10 billion additional plate reads per month to amplify the potential to collect vital evidence in otherwise dead-end investigations.
Law Enforcement Network Access	The ability to request direct access to evidence detection devices from Law Enforcement agencies outside of your jurisdiction.
Time & Location Based Search	Search full, partial, and temporary plates by time at particular device locations
License Plate Lookup	Look up specific license plate location history captured on Flock devices
Vehicle Fingerprint Search	Search footage using Vehicle Fingerprint™ technology. Access vehicle type, make, color, license plate state, missing / covered plates, and other unique features like bumper stickers, decals, and roof racks.
Insights & Analytics	Reporting tool to help administrators manage their LPR program with device performance data, user and network audits, plate read reports, hot list alert reports, event logs, and outcome reports.
ESRI Based Map Interface	Map-based interface that consolidates all data streams and the locations of each connected asset, enabling greater situational awareness and a common operating picture.
Real-Time NCIC Alerts on Flock ALPR Cameras	Receive automated alerts when vehicles entered into established databases for missing and wanted persons are detected, including the FBI's National Crime Information Center (NCIC) and National Center for Missing & Exploited Children (NCMEC) databases.
Unlimited Custom Hot Lists	Ability to add a suspect's license plate to a custom list and get alerted when it passes by a Flock camera
Convoy Search	Unearth hidden connections by detecting suspect vehicles that frequently travel together. This tool is invaluable for investigating organized or serial crimes and identifying accomplices.
Visual Search	Transforms any digital photo into a potent investigative lead, enhancing evidence collection. Upload the image of a vehicle into FlockOS® to initiate a reverse image search that will help you identify crucial suspect vehicle information and unlock dead-end investigations.
Multi Geo Search	Connects the dots between multiple crimes and crime scenes. Link a suspect vehicle to multiple incidents based on location, without needing a vehicle description or plate number.

Custom Hot List Attachments	The ability to add case notes, photos, reports, and other relevant case information to Custom Hot List Alerts
Custom Hot List Deconfliction	Allows Flock Safety users to identify overlapping investigations within their agency and within other law enforcement agencies and provide the contact information of opted-in parties to facilitate collaboration.
Unlimited Vehicle Description Alerts	Users can set up and receive notifications for suspect vehicles based on body type, make, color, location and timeframe. Notifications are sent via app, SMS or email when a vehicle matching the predetermined criteria passes a camera in your organization's network.

Automated License Plate Readers (ALPR)

427.1 PURPOSE AND SCOPE

Automated License Plate Reader (ALPR) technology, also known as License Plate Recognition, provides automated detection of license plates. The ALPR is used by the Louisville Police Department as an effective intelligence tool to convert data associated with vehicle license plates for official law enforcement purposes, including identifying stolen or wanted vehicles, stolen license plates and missing persons. The ALPR may also be used to gather information related to active warrants, electronic surveillance, suspect interdiction and stolen property recovery.

427.2 DEFINITIONS

(a) Automated License Plate Reader (ALPR): A device that uses cameras and computer technology to compare digital images to lists of known information of interest.

(b) ALPR Operator: Trained Department members who may utilize ALPR system/ equipment. ALPR operators may be assigned to any position within the Department, and the ALPR Administrator may order the deployment of the ALPR systems for use in various efforts.

(c) ALPR Administrator: The Crime Prevention Specialist or his/her designee, serves as the ALPR Administrator for the Department.

(d) Vehicles of interest: Including, but not limited to vehicles which are reported as stolen; display stolen license plates or tags; vehicles linked to missing and/or wanted persons and vehicles flagged by the Department of Motor Vehicle Administration or law enforcement agencies.

(e) Detection: Data obtained by an ALPR of an image (such as a license plate) within public view that was read by the device, including potential images (such as the plate and description of vehicle on which it was displayed), and information regarding the location of the ALPR system at the time of the ALPR's read.

(f) Hit: Alert from the ALPR system that a scanned license plate number may be in the National Crime Information Center (NCIC) or other law enforcement database for a specific reason including, but not limited to, being related to a stolen car, wanted person, missing person, domestic violation protective order or terrorist-related activity.

427.3 ADMINISTRATION OF ALPR DATA

All installation and maintenance of ALPR equipment, as well as ALPR data retention and access shall be managed by the Crime Prevention Specialist. The Crime Prevention Specialist will assign personnel to administer the day-to-day operation of the ALPR equipment and data.

427.4 ALPR OPERATION

Use of an ALPR is restricted to the purposes outlined below. Department personnel shall not use, or allow others to use, the equipment or database records for any unauthorized purpose.

(a) An ALPR shall only be used for official and legitimate law enforcement business.

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(b) An ALPR may be used in conjunction with any patrol operation or official department investigation.The ALPR alert can be used as one element in developing reasonable suspicion or probable cause.

(c) Partial license plates reported during major crimes should be entered into the ALPR system in an attempt to identify suspect vehicles.

(d) No member of this department shall operate ALPR equipment or access ALPR data without first completing department-approved training.

(e) The officer should verify an ALPR response through the Colorado Bureau of Investigation before taking enforcement action that is based solely upon an ALPR alert. Once an alert is received, the operator should confirm that the observed license plate from the system matches the license plate of the observed vehicle, including but not limited to; the alphanumeric characters of the license plate, state of issue, type of plate, and vehicle descriptors before proceeding, as practical. Before any law enforcement action is taken because of an ALPR alert, the alert will be verified through a NCIC/CCIC inquiry via the MDT or through Dispatch. Members will not take any police action that restricts the freedom of any individual based solely on an ALPR alert unless it has been validated.

(f) No ALPR operator may access the Colorado Bureau of Investigation data unless authorized to do so.

427.5 ALPR DATA COLLECTION AND RETENTION

All data and images gathered by the ALPR are for the official use of the Louisville Police Department and because such data may contain confidential information, it is not open to public review. ALPR information gathered and retained by this department may be used and shared as required by law.

(a) Mobile ALPR Data: The Crime Prevention Specialist is responsible to ensure proper collection and retention of ALPR data and for transferring ALPR data stored in department vehicles to the department server on a regular basis, not to exceed 30 days between transfers. All ALPR data downloaded to the server should be stored for the minimum period established by department records retention guidelines and thereafter may be purged unless it has become, or it is reasonable to believe it will become, evidence in a criminal or civil action or is subject to a lawful action to produce records. In those circumstances, the applicable data should be downloaded from the server onto portable media and booked into evidence.

(b) Flock ALPR Data: ALPR vendor, Flock Safety will store the data (data hosting) and ensure proper maintenance and security of data stored in their data towers. Flock Safety will purge their data at the end of the 30 days of storage. However, this will not preclude Louisville Police Department from maintaining any relevant vehicle data associated with an investigation and/or case obtained from the system after that period pursuant to the established Louisville Police Department retention schedule, as set forth by State law.

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Information gathered or collected, and records retained by Flock Safety cameras or any other ALPR system will not be sold, accessed, or used for any purpose other than legitimate law enforcement or public safety purposes.

427.6 ACCOUNTABILITY AND SAFEGUARDS

All saved data will be closely safeguarded and protected by both procedural and technological means. The Louisville Police Department will observe the following safeguards regarding access to and use of stored data:

(a) All non-law enforcement requests for access to stored ALPR data shall be referred to the Administrative Services Manager and processed in accordance with applicable law.

(b) All ALPR data downloaded to the mobile work station and server shall be accessible only through a login/password-protected system capable of documenting all access of information by name, date and time.

(c) Persons approved to access ALPR data under these guidelines are permitted to access the data for legitimate law enforcement purposes only, such as when the data relate to a specific criminal investigation or department-related civil or administrative action.

(d) Such ALPR data may be released to other authorized and verified law enforcement officials and agencies at any time for legitimate law enforcement purposes.

(e) The LPD does not permit the sharing of ALPR data gathered by the City or its contractors/subcontractors for the purpose of federal immigration enforcement.

(f) ALPR system audits should be conducted on a regular basis by the Crime Prevention Specialist or his/her designee.

(g) The Crime Prevention Specialist or his/her designee shall ensure that a transparency portal is made available for public access to the Flock Safety System. The transparency portal will provide information on usage statistics as well as a link to the LPD ALPR policy.

427.7 TRAINING

The Crime Prevention Specialist should ensure that members receive department-approved training for those authorized to use or access the ALPR system.

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City of Louisville
COLORADO • SINCE 1878

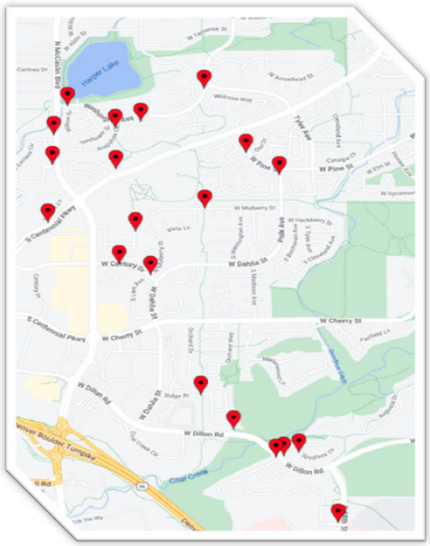
Automated License Plate Readers (ALPR)

Overview of System and Utilization- Louisville PD

-Rafael Gutierrez, Chief of Police
-Scott Moore, Crime Prevention Specialist

Current Flock ALPR Program

- April 18, 2022 Louisville City Council approved resolution no. 15, series 2022 – a resolution approving a services agreement with flock group inc. for license plate detection software and hardware
- Summer 2022 – 20 Flock license plate readers were implemented throughout the Marshall Fire burn areas
- 2023 to Present – Lafayette, Erie, Broomfield, Boulder, Boulder County, University of Colorado, and two private Louisville Business implement Flock camera programs
- 74 Colorado law enforcement agencies currently utilize Flock as a resource and investigate tool





How Do Flock ALPR's Work

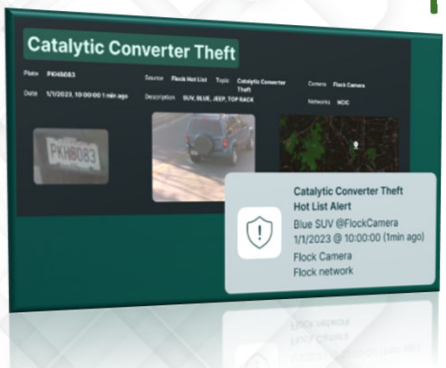
- Read license plate information
- Compare plate information to hotlists:
  - National Crime Information Center (NCIC)
  - Colorado Crime Information Center (CCIC)
  - Amber Alert (NCMEC)
  - Custom Hot List
- Notify law enforcement of license plate associated with hot list hits
- Provides law enforcement with indiscriminate evidence from fixed locations

City of Louisville

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Responding To Flock Alerts



Law Enforcement receives text message, email, and in-app alerts with-in 20 seconds of when a hotlist hit vehicle passes by a Flock Safety camera.

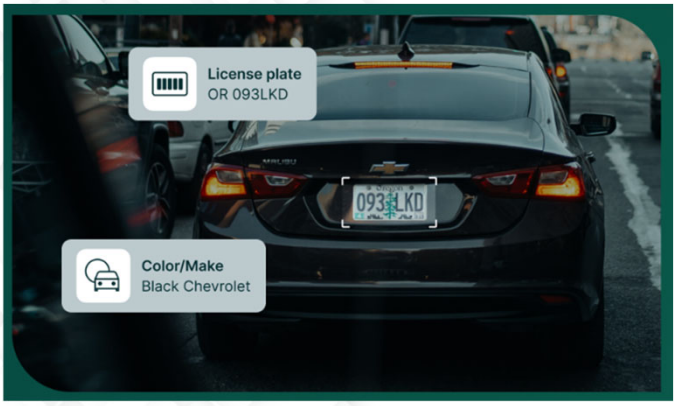
Alerts are verified by police officers before a law enforcement response

Officers respond to the alert area

City of Louisville

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Investigating With Flock Technology

Flock's technology allows officers to search vehicles based on unique vehicle criteria, time, and location – objective, investigative evidence.

Search fields include:

- Vehicle make
- Body Type
- Color
- License Plates
  - Temporary
  - Regular
  - State Recognition

City of Louisville

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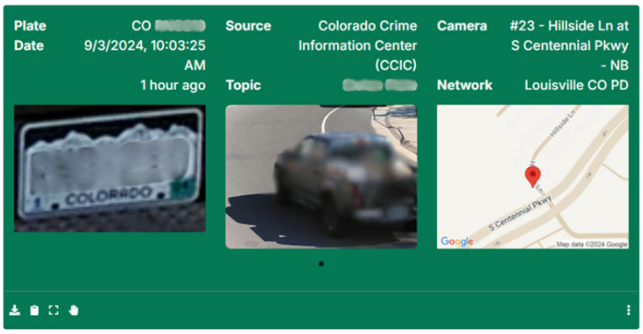
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Flock Technology

- Not facial recognition
- Not collection of biometric or sensitive information
- Not used for speed enforcement or red-light enforcement
- Not used for immigration enforcement
- Not lived monitored by staff- automated system

Use Restrictions:

- 30-day data retention
- Data is used for law enforcement purposes only
- All system access requires a law enforcement reason
- Hotlist hits require a human verification
- The system always requires a documented search reason or case number every time a user accesses Flock data, creating a permanent audit trail for every user



City of Louisville

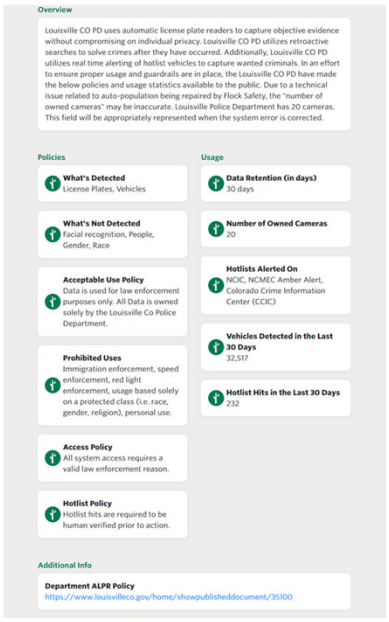
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Transparency Portal

https://transparency.flocksafety.com/louisville-co-pd

Flock Transparency
PRIVACY.FLOWCODE.COM
Louisville PD



Overview

Louisville CO PD uses automatic license plate readers to capture objective evidence without compromising on individual privacy. Louisville CO PD utilizes retroactive searches to solve crimes after they have occurred. Additionally, Louisville CO PD utilizes real time alerting of hotlist vehicles to capture wanted criminals. In an effort to ensure proper usage and guardrails are in place, the Louisville CO PD have made the below policies and usage statistics available to the public. Due to a technical issue related to auto-population being repaired by Flock Safety, the "number of owned cameras" may be inaccurate. Louisville Police Department has 20 cameras. This field will be appropriately represented when the system error is corrected.

Policies

- What's Detected: License Plates, Vehicles
- What's Not Detected: Facial recognition, People, Gender, Race
- Acceptable Use Policy: Data is used for law enforcement purposes only. All Data is owned solely by the Louisville Co Police Department.
- Prohibited Uses: Immigration enforcement, speed enforcement, red light enforcement, usage based solely on a protected class (i.e. race, gender, religion), personal use.
- Access Policy: All system access requires a valid law enforcement reason.
- Hotlist Policy: Hotlist hits are required to be human verified prior to action.

Usage

- Data Retention (in days): 30 days
- Number of Owned Cameras: 20
- Hotlists Alerted On: NCIC, NCMEC Amber Alert, Colorado Crime Information Center (CCIC)
- Vehicles Detected in the Last 30 Days: 32,517
- Hotlist Hits in the Last 30 Days: 232

Additional Info

Department ALPR Policy
https://www.louisvilleco.gov/home/showpublisheddocument/35100

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How Flock Can Be Utilized

Investigations
- Search using witness description
- Search by time and location
- Provide valuable leads for ongoing investigations

Hotlist Notifications
- Proactive Response
- Situational Awareness

Missing or Endangered Person
- Welfare check
- Missing Persons Notification

Deter Crime
- Flock cameras can be installed at entry and exit points to create a virtual perimeter
- Flock cameras can identify vehicles associated with individuals or groups known to engage in criminal activity

City of Louisville

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Louisville Flock Success



The Louisville Police Department's Flock camera system played a critical role in the arrest of individuals involved in multiple construction thefts. These suspects were tied to thefts across several locations, including the City of Louisville, Fredrick, Larimer County, Douglas County, and Aurora.

Prior to the arrest, there were 21 reported cases of construction theft within six months. Following the arrest, this number dropped to only 8 cases over the next 14 months. This is a 62% reduction construction theft.

Using a custom hotlist entry, officers were alerted when the suspect vehicle entered the area. Responding swiftly, officers conducted a high-risk traffic stop, leading to the suspects' arrest. A loaded handgun and stolen construction materials were recovered from the vehicle.

City of Louisville

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Louisville Flock Success

On November 28th, the Avista Flock cameras alerted us to a missing person in the area. Thanks to this notification, a Louisville police officer quickly located the vehicle and made contact with the individual. A wellbeing assessment was conducted to ensure their safety, and the person who reported them missing was informed of the outcome.

We're grateful to the Avista Flock cameras for their role in swiftly locating the individual and resolving the situation.

Between November 16 and November 29, 2022, Louisville Police investigated four commercial burglaries at Busaba Restaurant, Lamars Donuts and Coffee (November 16), and Lucca Coffee & Eatery, Precision Pours Coffee (November 29).

Flock camera footage linked these incidents to other burglaries in Clear Creek, Boulder, and Jefferson Counties. As a result, the suspect was arrested and later sentenced to 12 years in prison on related charges.

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Louisville Rebuild Progress
Sept 1, 2024

- Debris Removal Completed 550
- Returned Home 292
- Under Construction 160
- Rebuild Permits Under Review 36
- Vacant Land 62

Houses completed and under construction account for 82% of residential rebuilds.

*Assess to determine when to potentially re-locate our resources



City of Louisville

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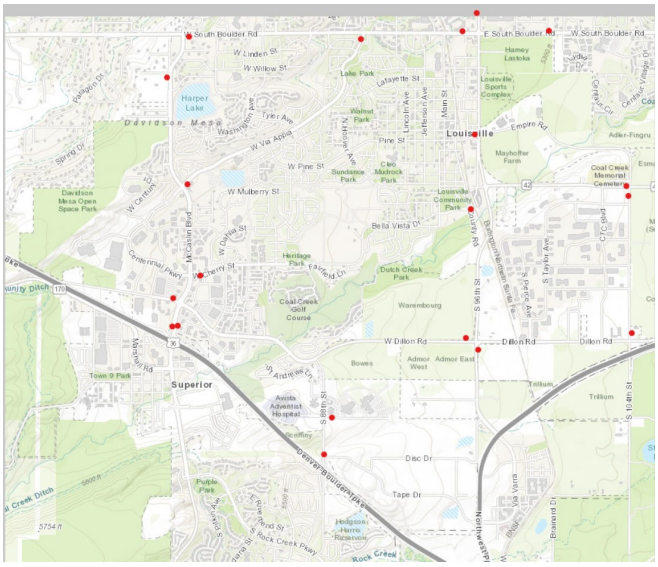
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Future Strategy

- Seek to Enhance Effectiveness and Awareness
- Maximize PD capacity through technology
- Use a more strategic deployment based on data/trends
- Continue to maintain high operational standards
  - Protect privacy interests
  - Assess program and fit
  - Maintain strong policies-Manage
- Evaluate current program/placement
  - Crime data/Trends
  - Operational effectiveness
  - Ability to relocate when appropriate

Strategic Camera Placement

- Ingress points surrounding Louisville
- Areas typical of higher rates of crime



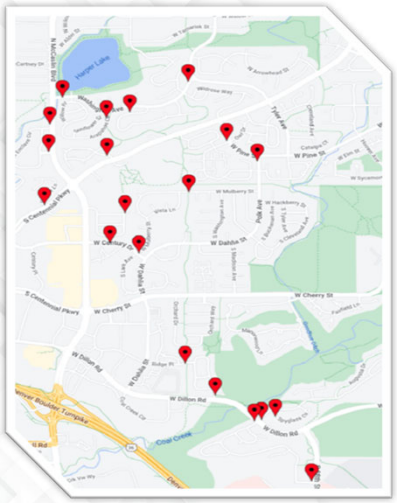
City of Louisville

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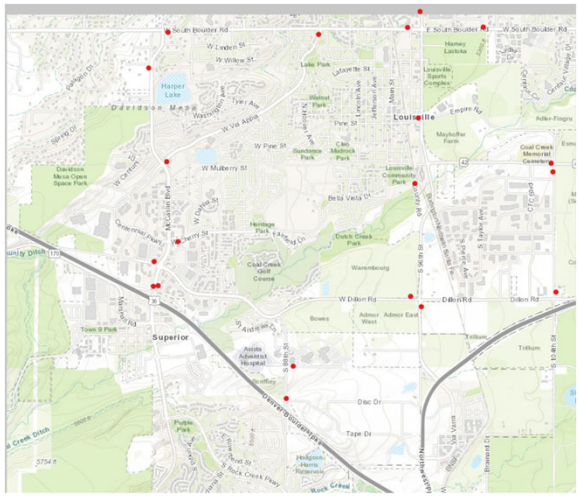
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LPR Deployment Comparison

Current Deployment 2022-2024



Potential Future Deployment



City of Louisville

4/19/2023

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Staff Recommendation/ Questions?

- Staff recommends renewal of the contract with Flock Inc. for LPR services for an additional 2 year term
- Available to answer any questions

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SUBJECT: **ORDINANCE NO. 1882, SERIES 2024, AN ORDINANCE AMENDING LOUISVILLE MUNICIPAL CODE CHAPTERS 2.20 AND 4.02, CONCERNING THE QUASI-JUDICIAL ROLES OF THE OPEN SPACE ADVISORY BOARD AND THE PARKS AND PUBLIC LANDSCAPING ADVISORY BOARD – 2ND READING PUBLIC HEARING (advertised *Daily Camera* 9/8/24)**

DATE: **SEPTEMBER 17, 2024**

PRESENTED BY: **ROB ZUCCARO, AICP, COMMUNITY DEVELOPMENT DIRECTOR**

SUMMARY:
The attached ordinance creates a formal process for the Parks and Public Landscaping Advisory Board (PPLAB) and revises the process for the Open Space Advisory Board (OSAB) to review development applications as part of the quasi-judicial land use review process. The ordinance clarifies the types of applications to be reviewed, the scope of review by each board, and criteria for review.

BACKGROUND:
Louisville Municipal Code (LMC) Sec. 4.02.040.D. outlines a formal development review role for OSAB, in which they are asked to review any land use case that is adjacent to or materially impacting open space. This review is done during the staff review and referral process, and the code does not make clear if OSAB is to make a formal recommendation to Planning Commission and City Council or if they are only informing the staff review during the referral process. The code also does not make clear the scope of review or the criteria OSAB is reviewing the proposal against.

PPLAB has no formal role in the development review process spelled out in the LMC. However, due to OSAB's formal role, PPLAB has been included in development review of some land use applications, following the process set for OSAB.

These review processes for OSAB and PPLAB have changed over time, including the formality of the review and deliverable from each Board, due to the ambiguity in the code or lack of code to guide the process.

ANALYSIS:
The review processes and criteria included in the proposed ordinance will clarify the role of each board in land use application review. The ordinance specifies the types of land use applications each board will review and the elements of those applications that they will review matching their defined scope and purpose as an advisory board to City Council. Because each board is acting in a quasi-judicial capacity when making a recommendation on a site-specific land use case, the ordinance ensures due process requirements are met and relevant and applicable criteria are considered. The

procedures include formal public notice for the review hearings by each board and adoption of a resolution outlining their findings and recommendations to the Planning Commission and City Council.

Including this formal review step will add additional process and could add a month or more of additional time to the review of applicable land use applications. However, if the Council desires that each of these boards provide recommendations on land use applications, staff recommends that the formal hearing procedures be considered in order to meet legal requirements and best practice standards for quasi-judicial land use review.

OSAB AND PPLAB REVIEW OF ORDINANCE:
Both OSAB and PPLAB reviewed the draft ordinance and each recommends approval. Each board requested amendments to the draft, all of which have been incorporated in the draft presented to Council (see Attachment Nos. 2 and 3 for meeting minutes).

PUBLIC COMMENTS:
No public comments have been received.

FISCAL IMPACT:
Staff does not anticipate a direct fiscal impact to the City from the adoption of this ordinance, but notes that implementation of the ordinance during the land use review process will take additional staff time and resources to complete.

STAFF RECOMMENDATION:
Staff recommends approval of Ordinance 1882, Series 2024.

ATTACHMENTS:
1. Ordinance 1882, Series 2024
2. June 5, 2024 PPLAB Meeting Minutes
3. July 10, 2024 OSAB Meeting Minutes
4. Staff Presentation

STRATEGIC PLAN IMPACT:

☐	Financial Stewardship & Asset Management	☐	Reliable Core Services
☐	Vibrant Economic Climate	☐	Quality Programs & Amenities
☒	Engaged Community	☐	Healthy Workforce
☐	Supportive Technology	☐	Collaborative Regional Partner

ORDINANCE NO. 1882
SERIES 2024

AN ORDINANCE AMENDING LOUISVILLE MUNICIPAL CODE CHAPTERS 2.20 AND 4.02, CONCERNING THE QUASI-JUDICIAL ROLES OF THE OPEN SPACE ADVISORY BOARD AND THE PARKS AND PUBLIC LANDSCAPING ADVISORY BOARD

WHEREAS, the City previously created and established an Open Space Advisory Board (OSAB) and a Parks and Public Landscaping Advisory Board (PPLAB), which serve in an advisory capacity to the City Council; and

WHEREAS, City Council desires to formalize and clarify the quasi-judicial roles and responsibilities of the OSAB and PPLAB with respect to land development application review.

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

Section 1. Chapter 2.20 of the Louisville Municipal Code is hereby amended by the addition of a new Section 2.20.080 to read as follows:

Chapter 2.20
Boards and Commissions

Sec. 2.20.080. Parks and Public Landscaping Advisory Board.

A. There is created and established a Parks and Public Landscaping Advisory Board for the City.

B. The Board shall consist of seven members, each of whom shall be appointed by the City Council. The qualifications, terms, and other matters respecting membership of the Board shall be set by City Council resolution.

C. The members of the Board shall serve in an advisory capacity to City Council, and shall have principal responsibility for matters related to parks and public landscaping. The powers, duties and responsibilities of the Board shall be set forth in this section and by City Council resolution.

D. Development application review.

1. The Board shall review:

a. Preliminary and final subdivision plats and general development plans that include public use

dedications or cash in lieu of public use dedications pursuant to Section 16.16.160 of the Code or public.

b. Land development applications that include, public parks or public streetscape landscaping in new development.

2. The intent of the Board's review is to advise the Planning Commission and City Council on those parts of the land development application related to:

a. Park development within the project boundaries, including the preferred locations for parks and whether the application meets the criteria for park development set forth in the City Code, Comprehensive Plan, and other City-adopted policies;

c. Infrastructure or improvements relating to parks; and

d. If the application does not include a park dedication, the Board may recommend that the application be revised to include a park element.

3. The Board shall conduct a public hearing in connection with its review of land development applications. Public notice shall be provided in accordance with Sections 16.04.070 of the Code. The Board shall act as a quasi-judicial body in the conduct of the hearing.

4. After the public hearing is concluded, the Board shall adopt a resolution making findings concerning the matters set forth in this Section and recommending approval, approval with conditions or denial of the application.

Section 2. Section 4.02.040.D of the Louisville Municipal Code is hereby amended to read as follows (words added are underlined; words deleted are ~~stricken thorough~~):

Sec. 4.02.040. Ongoing duties.

D. The board shall provide ~~comments~~ recommendations to the Council and/or Planning Commission on development applications as provided in Section 4.02.050. The City Manager or designee may also refer any development applications found to materially impact open space lands

to the board for recommendation to the Council and/or Planning Commission. ~~proposals for land immediately adjacent to, or materially impacting, open space lands providing the comments are provided during the standard referral timeliness established for the city's development processes. Staff will coordinate providing the board with information on pending issues to provide the board a timely opportunity to provide such comments as part of the established planning process.~~

Section 3. Chapter 4.02 of the Louisville Municipal Code is hereby amended by the addition of a new Section 4.02.050 to read as follows:

Chapter 4.02
Citizens Open Space Advisory Board

Sec. 4.02.050. Development application review.

A. The Board shall review development applications that include proposals for public use dedications, cash in lieu of public use dedications, or public or private common open space. Specifically, the Board shall review:

1. Preliminary and final subdivision and general development plans plats that include public use dedications or cash in lieu of public use dedications pursuant to Section 16.16.160 of the Code.

2. Preliminary and final PUD applications that include a proposal for open space pursuant to Section 17.28.080 of the Code.

3. Preliminary and final PUD applications that include a proposal for open space as part of a waiver request pursuant to Section 17.28.110 of the Code.

B. The intent of the Board's review is to advise the Planning Commission and City Council on those parts of the land development application related to:

1. Open space dedication and planning within the project boundaries, including the preferred locations for open space and whether the application meets the criteria for open space development set forth in the Charter, City Code and other City-adopted policies;

2. Development of trails and trail connections;

3. Land management standards and landscaping for

private common open space;

4. Infrastructure or improvements relating to open space; and

5. If the application does not include an open space dedication, the Board may recommend that the application be revised to include an open space element.

C. The Board shall conduct a public hearing in connection with its review of land development applications. Public notice shall be provided in accordance with Sections 16.04.070 and 17.04.070 of the Code. The Board shall act as a quasi-judicial body in the conduct of the hearing.

D. After the public hearing is concluded, the Board shall adopt a resolution making findings concerning the matters set forth in this Section and recommending approval, approval with conditions or denial of the application.

Section 4. If any portion of this ordinance is held to be invalid for any reason, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance and each part hereof irrespective of the fact that any one part be declared invalid.

Section 5. The repeal or modification of any provision of the Municipal Code of the City of Louisville by this ordinance shall not release, extinguish, alter, modify, or change in whole or in part any penalty, forfeiture, or liability, either civil or criminal, which shall have been incurred under such provision, and each provision shall be treated and held as still remaining in force for the purpose of sustaining any and all proper actions, suits, proceedings, and prosecutions for the enforcement of the penalty, forfeiture, or liability, as well as for the purpose of sustaining any judgment, decree, or order which can or may be rendered, entered, or made in such actions, suits, proceedings, or prosecutions.

Section 6. All other ordinances or portions thereof inconsistent or conflicting with this ordinance or any portion hereof are hereby repealed to the extent of such inconsistency or conflict.

INTRODUCED, READ, PASSED ON FIRST READING, AND ORDERED PUBLISHED this 3rd day of September, 2024.

_____
Christopher M. Leh, Mayor

ATTEST:

_____
Genny Kline, Interim City Clerk

APPROVED AS TO FORM:

_____
Kelly PC, City Attorney

PASSED AND ADOPTED ON SECOND AND FINAL READING, this _____ day of _____, 2024.

_____
Christopher M. Leh, Mayor

ATTEST:

_____
Meredyth Muth, City Clerk

City of Louisville
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Parks & Public Landscaping Advisory Board

Minutes

June 5, 2024
Library Meeting Room
951 Spruce Street
6:30 PM

Members of the public are welcome to attend and give comments remotely; however, the in-person meeting may continue even if technology issues prevent remote participation.

- *You can call in to +1 408 638 0968 or 833 548 0282 (Toll Free), Webinar ID # 885 1622 9475*
- *You can log in via your computer. Please visit the City's website here to link to the meeting: www.louisvilleco.gov/pplab*

The Board will accommodate public comments during the meeting. Anyone may also email comments to the Board prior to the meeting at AMcneal@LouisvilleCO.gov.

I. Call to Order

Meeting Called to order by Chair Cynthia Corne at 6:30 PM

II. Roll Call

Present
Cynthia Corne, Chair
Ellen Toon, Vice Chair - absent
Shannon Mihaly, Co-Secretary
Patricia Rogers, Co-Secretary
Jody Ash
Signe Buck
John Webb - remote

Persons planning to attend the meeting who need sign language interpretation, translation services, assisted listening systems, Braille, taped material, or special transportation, should contact the City Clerk's Office at 303 335-4536 or MeredythM@LouisvilleCO.gov. A forty-eight-hour notice is requested.

Si requiere una copia en español de esta publicación o necesita un intérprete durante la reunión, por favor llame a la Ciudad al 303.335.4536 o 303.335.4574.

Abby McNeal, Parks Superintendent - remote

Staff members
Iris Belensky - Arts and Events Program Manager
Sharon Nemechek - Director of Cultural Services
Rob Zuccaro - community development director

Community Members:
Tim Stalker - Louisville Resident
Tamar Krantz - Louisville Resident

III. Approval of Agenda

Switch the order of agenda items 8 and 11 for the benefit of City Staff who are attending the meeting on 6/5/24, approved

IV. Approval of Minutes

Approved

V. Public Comments on Items Not on the Agenda

None

VI. Public Art Process and Public Spaces

(from Public Art Policy presentation, on page 19 and again on page 31 of the June meeting packet)

For the City of Louisville, public art is managed by arts and special events program manager with advice and guidance from the cultural advisory board.

Guiding principles:

- Compatible with the immediate environment
- Representation of a broad variety of taste within the community
- Diversity of thought and expression
- Variety of subjects,
- Appropriateness for all ages

Selection values for Louisville:

- Designed for Louisville
- High level of skill
- Craftsmanship and creativity
- Celebrates a variety of Colorado artists
- Durable materials appropriate to the proposed site
- Meaningful to the community
- Diversity of thought

- Subject matter is appropriate for all ages

Site selection values:

- Geographically dispersed
- Supports economic development and revitalization efforts
- Encourages exploration and discovery throughout Louisville
- Placemaking and opportunities for art to create community
- Accessible to all, easy pedestrian access

Reference to planned pet memorial for Louisville

Conclusion of the formal presentation by staff: No public comments

PPLAB questions and comments:

Signe Buck: Do we have a lot of artists in Louisville?
Sharon: Loveland has a lot of sculptors. Recent pollinator mural was done by Louisville artists.

Signe Buck: How do you announce that you are looking for artwork proposals?
Sharon Nemechek and Iris Belensky: City announces call for entries and national call, in newsletter and other city comms resources, goal is to have a lot of options

Cynthia Corne: Public Art installations are an opportunity to create community - parks are good for mental health, reference storybook display through Community Park. Idea to create many locations throughout the city, places to pause.

Iris Belensky described the Selection Process

Selection process:

- Open invitational call for entry will be issued, this is really a request for proposals
- Prior to referring a work to the board, the PM will evaluate works proposed for donation or purchase.
- May assemble a jury of community members to evaluate the work. Public notice prior to installation of a work of public art - 15 days of notification required.
- Notification and sign with description is posted describing time and place of board meeting how to submit public comments
- Generally, few public comments are submitted.
- $25,000 a year for public art - generally small pieces

Patricia Rogers: What is the lifecycle before starting the process of public notice?
Sharon Nemechek : Yes, there would need to be a budget request for something large, 1- or 2-year lead time.

Shannon Mihaly: When you have an RFP which you put out, are you handling more than one request at a time? Do you know what the cost will be?

The Cultural Board will advise on whether to approve the work of art for installation and display in the public place. The PM will issue a final written decision. Decision considered final unless City council choose to review the decision within 45 days.

Sharon Nemechek: Practice is for council to approve by "consent agenda". We generally pay artists at time of commission and when art is finalized.

Why Deaccession a piece of artwork? The need or purpose has changed. Inform artist who has right of first refusal to purchase it back.

Signe Buck: comment on photo in the presentation of birds on a wall, that this mural is very popular (Kestrel at the underpass), located at underpass at Monarch High School. Underpasses get a lot of use in Louisville due to cyclists.

Cynthia Corne: At the downtown vision planning meeting it was a suggestion from the public selfie spot , interactive pieces, sculpture recognizing the resilience of the citizens of Louisville.

Signe Buck: Is it correct that there is not much graffiti in Louisville?

Abby McNeal: discussed how her team takes care of vandalism and graffiti quickly

VII. Quasi-Judicial Role- ordinance review

Cynthia Corne: We will go through Rob's presentation and then ask for public comment and then the board will discuss.

Presentation of draft ordinance by Rob Zuccaro begins on page 25 of the PPLAB June meeting packet.

There has been discussion over the last few years by the City Council to review the roles of OSAB and PPLAB and provide clarification on their function when reviewing the development process.

When there is private development and a board is appointed, then that board has a quasi-judicial role, this points to a need to formalize the role, if any, for PPLAB and OSAB,

We will review the draft ordinance tonight.

There are several stages ahead of us for the Red Tail Ridge project in particular:

- The private property must be zoned
- Subdivide the properties into developable properties
- Put in infrastructure.
- Public purpose dedication of lots

(Reference to North End development , public land dedication example: 15% of residential must be made into public land. For commercial use 12% must be public land. PUDs - planned unit developments

Rob Zuccaro: PPLAB's role to advise city council on parts of the land development application related to park development and preferred locations for parks and whether it meets our park criteria.

- Parks
- Trails and trail connection
- Infrastructure to improvement relating to parks
- Public hearing with public notice about to include public comment
- Clarify that this relates to general development plans

Tim Stalker, Louisville resident: PPLAB could even recommend that a park not be developed?
Tim Stalker, Louisville resident: If a park Is identified, who builds it? The city or the developer?

Shannon Mihaly: Does this process apply to Red Tail Ridge and possibly the CU-Boulder purchase of old Cinebarre building?
Rob Zuccaro: CU is a state agency, exempt from local zoning standards

Tim Stalker: Does the PPLAB vote?

Rob Zuccaro: Could vote on a resolution as voice of the board. As a quasi-judicial board will get training from city attorney and staff, restricted from talking to the public about projects outside of public meetings.

Cynthia Corne: A gray area relating to Red Tail Ridge project, since a memo from October 2023 seemed to indicate that PPLAB was not quasi-judicial.

Rob: (clarified) When a board makes a comment on private development, it becomes a quasi-judicial action. We are proposing a change to the code so that PPLAB will have a formalized quasi-judicial role. Our current bylaws still stand

Cynthia Corne: Clarifying question: Is it correct that PPLAB should review GDPs, OSAB should review PUDs?

Rob Zuccaro: PPLAB will review any development that includes public street landscaping.

Cynthia Corne: Who reviews and provides input on accessibility?? PPLAB does review accessibility within park design? Who reviews sidewalk accessibility? Public Works is establishing new minimum standards on sidewalks

Rob Zuccaro: If you are going to make recommendations to City Council, it is helpful if you can refer to plans such as GMMP or comprehensive plan
Rob Zuccaro will include reference to Comp Plan in D revised draft ordinance.

Cynthia (to the board): this is a big change.
Rob Zuccaro suggested PPLAB could make a motion or affirm the draft motion.
John Webb on the phone - what protects members of the board from liability?

Cynthia Corne: PPLAB can make a qualified statement, or memo which can be provided to board and other city for internal communication.

Rob Zuccaro will present the ordinance to council
Plan is for PPLAB to draft a statement affirming this motion and give memo to Abby McNeal by Monday June 10, 2024.

Shannon Mihaly: What is the driver for this?

Rob Zuccaro: You can't have a non-quasi-judicial role and be issuing opinions on development.

Draft Memo:

At our meeting on Weds 6/5/24, the PPLAB unanimously approved the draft ordinance as written with the provision that some clarification be made regarding civil liability for actions or comments as advisory board members.

Rob Zuccaro will make two updates to the draft ordinance because of the conversation in this meeting:
Notes:
Section 1a - add General Development Plan
Section 2a - add Comprehensive Plan

This motion was unanimously approved and emailed to Abby McNeal on 6/6/24.

VIII. Staff Updates

Question from citizens attending Rob Zuccaro and PPLAB considering this quasi-judicial conversation: At what point is it appropriate for PPLAB to comment on Red Tail Ridge planned development?

- Metro district is responsible for receiving public input to parks
- Private owned park with public access
- In a large development, City of Louisville will have to expand city services

Abby McNeal provides staff update:

- Annuals and Perennials planted, removed turf grass next to City Hall
- Working with Arts team on sculpture
- One of three municipalities where youth will come in and learn about tree canopy, planted sixteen new trees at the Sports Complex.
- Chris Lichty - Forester provided a written update, specifically on ash trees (p 30 of PPLAB packet)

Discussion returns to the Red Tail Ridge discussion

Tamar Krantz: A tree survey was done on Red Tail Ridge - part of a subdivision plat

Cynthia Corne : PPLAB received an update in May from Brian, PPLAB can consult on forestry. We asked can the trees on public lands be a part of the review process.

Tamar Krantz: Regarding the grading of the lot - could RTR begin grading as early as June?
Can PPLAB request a prairie dog management plan, and request that the developer not use rodenticides, to not injure raptors ?

John Webb: The bulk of the land is private property so it's not clear that PPLAB can make recommendations on their land use at this time.

Discussion on whether it is appropriate for PPLAB to request or recommend that areas planned to be parks retain existing mature trees. The metro district is maintaining the public landscaping
Through construction document review, there may be a role for PPLAB to comment on construction documents. Public right of way landscaping could review these documents.

Tim Stalker: Do we know when the grading phase is scheduled to begin?

Rob Zuccaro: Their stormwater plan has a schedule; their rights include permission to grade property prior to presenting their subdivision plans.

Tim Stalker: It is a high priority to community members to retain natural prairie landscaping

Decision is for PPLAB to provide input to the Parks Department which will be submitted on the Red Tail Ridge Construction Drawing. PPLAB requests that Abby McNeal shares this input with the rest of staff as input to planning documents:

As PPLAB, in consideration of our role advising on landscaping of streets, public areas, city parks and park operations, would like to recommend (based on consistent community members input) that mature trees are considered to be retained for the purposes of preserving wildlife and local ecosystem and native prairie vegetation. Consistent community input on parks and open space is to keep public spaces as natural as possible and retain mature trees whenever possible. We also ask that you keep in mind the community values of humane relocation of wildlife and minimal grading."

Approved by PPLAB unanimously and sent to Abby McNeal via email on 6/6/24.

IX. PPLAB 2024 Work Plan Item- McCaslin Signage

• Preliminary Definition of Success/ outcomes for Work Plan item
• Review map areas – US 36/ McCaslin east to Dillon Road

Cynthia gave an overview of this workplan item: We will need to request that this be made a priority for 2025. We would like to see freeway signage indicating where hotels, downtown area and restaurants are located off 36.

Rob Zuccaro, there was recent sign off on a street and city wayfinding plan for the downtown area.

Cynthia Corne: It would be a good addition to add Tree city USA and Bee City USA, signage on McCaslin. It would help integrate the western and eastern sides of town.
Could PPLAB make recommendations about street signage as part of our workplan?
What is a successful outcome for this workplan item?
Cynthia Corne Request of Abby McNeal: What are the sign options for Bee City and Tree City? Could you get some details for our Aug meeting?
It's within our purview to get more information about signage off McCaslin exit, also a recommendation to staff to collaborate with community development on a workplan item.
To bring in small town character to signage and landscaping.

X. Board Reports

1. Outdoor Recreation

Shannon- reviewed priorities tennis courts, multi-purpose fields, some discussion
Next joint meeting of RAB and PPLAB is Monday June 10th at 530 pm

2. Bee City - John Webb

Garden Tour for second weekend in July - multiple submittals
Art Contest- about 20 entrants, gift cards for Sweet Cow $5 per entrant
Picture what this could look like

XI. 2024- Council work plan review- continuation

1. In alignment with our objective to Improve collaboration and alignment between PPLAB and Council – we're doing our part by reviewing the work plan. (Review Louisville City Council Work Plan – Medium Priorities revised 1/9/2)
2. Confirmed we are working on subjects which are in alignment.

XII. Discussion Items for Next Meeting

1. July meeting - Cynthia suggested, move to zoom meeting all virtual or in a city office location on July 10th at 5pm. Must be approved by Meredith that we meet on July 10, 5 pm
2. Topics:
    A. Minimal staff update
    B. Board updates for Outdoor amenities
    C. Finance - possible guest speaker, director Bailey attend to discuss 2C tax for 2025
    D. Park reviews for Sunflower and Enclave Parks

XIII. Adjourn

Adjourned at 9:10pm

City of Louisville
COLORADO • SINCE 1878

Open Space Advisory Board Meeting Minutes
Wednesday, July 10, 2024, 7:00pm
Louisville Public Library, 1st Floor Meeting Room
951 Spruce Street

1. **7:00 pm Call to Order**

2. **Roll Call**
   - Present: Andrew Dorsey, Brad Pugh, David Blankinship, Susan McEachern, Michiko Christiansen, Mark Poletti, Charles Danforth
   - Absent: Jessamine Fitzpatrick
   - Staff members: Ember Brignull, Adam Blackmore (phone)
   - Others: Rob Zuccaro, Director of Community Development, Bryon Weber, Parks Planning and Project Manager

3. **Approval of Agenda**
   - Motion: Mark
   - Second: Susan
   - Approved by all

4. **Approval of Minutes**
   - Motion: David
   - Second: Mark
   - Approved by all

5. **7:05 pm Public Comments on Items Not on the Agenda (5 minutes, more time as needed)**
   - Cathern Smith recommends that OSAB get advice, guidance, and counsel before quasi-judicial (QJ) meetings to make sure we are conducting meetings appropriately, etc. Rob says the city will likely provide this guidance as it has with other boards in the past. She also notes that she has been commenting on Redtail Ridge (RTR) in various forums for several years and is sad and concerned about the apparent lack of concern about wildlife by the city. Suggests other areas for connectivity at RTR that might be better for the prairie dogs.
   - Tamar Krantz suggests adding language to the QJ policy about land adjacent to open space and supports making language about OSAB's purview much broader. She also supports OSAB doing site visits at places like RTR. Suggests leaving one side of the pond at RTR undisturbed to create better wildlife habitat. Asked a question: is the planning commission or other body going to be looking at the trail maps or will this go directly to city council? She continues to be concerned about the use of rodenticide on the site. She would like to see the developer agree to not use it. Is there a way for the city to force the developer to do this?

6. **7:10 pm Staff Updates (5 Minutes)**
   - Juniper removal at Harper Lake per written updates
   - Trail count numbers per written updates

  - Mark asks if they are also looking for animals? Ember says they are only counting human visitors.
  - There is also technology available to track visitation and use patterns using cell phone pings, but that is not being used just yet.
  - Michiko asks if the grant tiger team is looking at grants that can be used for this purpose? Ember says no but they could, and grants have been used for similar things in the past.
  - Charles asks if foot or bike race participants are counted in these types of counts. If they pass a counter then they ae counted but we can't single out their use.
- Susan asks if past RTR wildlife surveys are available and if so, can they be provided to OSAB? Rob said they were provided to OSAB in 2022 and can be found in public documents or in the OSAB packet from that time.
- David says he doesn't want the acquisition policy discussion to stall because the city manager is gone. Board seems to agree, and Ember will look into it and provide an update.
- Susan asks if Louisville rangers will have body cameras? Ember: They have worn them for the past two years.
- David asks what is going on at Hecla? Ember says it is a Public Works water line repair and should be completed soon and will require restoration. David asked for public notice, which Ember agreed to supply.

7. 7:15 pm Board Updates (10 Minutes)

- Charles asks about the date of the next meeting being listed as Aug 7th. Ember says it will be on August 14th in city hall.
- David:
  - Planning to attend a meeting with public works leadership on July 11th about communication and to give feedback.
  - Bike to Work Day went well. Spoke to ranger Brendon about e-bike and speed limits on trails. Ember says concerns have been relayed to city council and code enforcement. Rangers aren't allowed to "chase" and pursue citizens and speed limits are hard to enforce because speed is subjective (without equipment to read the speed) but can stop in an educational capacity.
  - Commented that the OWL worked well last month and sounded good.
  - Asked if there has been increased messaging about fire hardening with recent spot fires in the area?
  - Noted that at the end of a recent city council meeting, there seemed to be interest in considering cycling through board chairs and vice chairs.

8. 7:25 pm Discussion Item: Quasi-Judicial Status Related to OSAB. Presented by: Rob Zuccaro, Director of Community Development (45 Minutes).

- Review a Draft Ordinance Amending and Clarifying OSAB's Role Related to Quasi-Judicial (QJ) Matters
    - Rob gave an overview of the history of the QJ process and the need to refine the process to ensure it is legally appropriate and is consistent between OSAB and PPLAB. Worked with the city attorney to refine and clarify what we will review, when, and the necessity to give the public appropriate notice.
    - Need to understand zoning regulations and differences between different types of zoning documents and how these interact with development ordinances.
    - PPLAB review missed the general development plan, which will be corrected and added and amended to the OSAB section.
    - Noted that we want to review and get OSAB feedback to take to the council before a broader public review process.
    - Mark asks when the process starts? For example, when a developer comes to the city at what point does OSAB review and comment? Rob says it happens when the application goes in, and the developer presents its plan to OSAB.
    - Andy says he's comfortable with the QJ role that OSAB has. Says B.1 makes sense, but the other sections are more advisory and not QJ. How do you distinguish between the two? Rob says that is something that they want to clarify in this process.
    - Susan has comments about PPLAB's section. They are not responsible for trails and trails in park lands and treescapes. Rob says this will be corrected. Adam weighs in and confirms that is an error and they will be OSAB's responsibility.
    - Susan asks about civil liability for board members in a QJ role. Rob says the city attorney is looking into this and he believes there are protections for municipal employees and also, he believes, for board members.
    - David observes that when OSAB met with council in January they thought OSAB would function best in a QJ role, but that OSAB could vote to opt out of QJ role. Some members of council didn't realize OSAB had a QJ role with Redtail Ridge for example. Rob mentions that OSAB could vote to not have a QJ role at all.
    - David asks why paving, grading, etc. isn't listed in the OSAB QJ purview. Rob says that it is kept general intentionally but is captured in B.1. Uses the example of review criteria for subdivision development and our review criteria would be guided by the subdivision development criteria.
    - Susan asks about wildlife concerns. Rob says it isn't specifically mentioned in the documents but might be captured in the context of public land dedication discussions.
    - David suggests changes to the language in B.1 and says that "development" should be changed to something more comprehensive and applicable. Suggest "dedication and planning" and others seem to agree. Rob will consider changes.

- David asks if this meeting is going to replace our official QJ training. Rob says no and goes on to say that when in the QJ role you can only comment in public OSAB meetings. Shouldn't talk to neighbors about it, attend public open houses, attend other board meetings related to the subject, etc. If you don't feel like you have the appropriate information you need to ask for it and it will be provided if available. Reiterated that we shouldn't talk to neighbors or community members because of potential conflicts. Suggest neighbors or community members write a letter to OSAB so everyone has the same information.
- David asks what happens if OSAB's recommendation differs from staff recommendations. Rob says staff will note that there are differing options and opinions and those will be given to the council.
- Susan asks if the document that Ember provided as an example of how OSAB used to communicate with council is appropriate and Rob says that it wasn't and the minutes would serve that purpose in this case.
- Andy asks when OSAB reviews construction documents if that is QJ. Rob says it would be in an earlier stage of the process but later in the process it may not be QJ.
- Charles asks what the purpose of this is if the developer isn't here and we can't speak to the council. Rob says we're here to discuss changes to QJ ordinance and review the plat packet, so our recommendations are included in the final plat packet.
- Michiko asks about section 4.02.050. Suggests it should say 'should provide recommendations' instead of 'provide comments'. Board agrees and Rob will suggest the changes.
- Susan asks why so much of 4.02.040.D is being removed and suggests adding some of it to section B. Rob agrees that some of it should be added to section B, including adjacency language clarifications.
- Mark asks about B.1 and suggests clarifying the language to list specifically what OSAB's role and process will be. Ember says that is captured in D. Rob provides clarification.
- David asks Rob to clarify the difference between what happened in the 2022 meeting and how that relates to what has happened recently. Rob says anything related to the public dedication of trails, including OSAB recommendation for an underpass at RTR falls under QJ. Ember provides clarification and Rob redirects to emphasize that this discussion is only about changes to the QJ ordinance and the RTR discussion is a separate topic.
- Rob emphasizes that anything QJ will likely be in the form of a public meeting with appropriate notice, etc.
- David talks about the importance of OSAB doing site visits and asks why OSAB still isn't approved to do a site visit at RTR and can't get approval to do so now that we're not acting in a QJ role. Rob doesn't answer the question and says to defer to the city attorney. Rob reiterates that we are

supposed to be talking about the changes to the ordinance, not other matters related to RTR.

- Michiko thinks we need much more clarification about what falls under OSAB review (wildlife corridors, etc.). Rob says OSAB can comment on items like this when the land is dedicated. For example OSAB can suggest that other areas of the property are more appropriate, valuable, or useful to the community due to wildlife habitat, land characteristics, etc. and suggest that to council.
- Susan says we need to be careful about having language that is too specific. Andy agrees and is concerned the board will have too many QJ items.
- David mentions that for certain types of development all stakeholders within a certain distance of the development get notified of the activity. Can we do something like that here? Rob says possibly but with so many open space parcels near neighborhoods notices would likely be going out to all residents at one point or another.
- Andy moves to adopt proposed changes to the ordinance as outlined by Rob. Michiko seconds it and all approve. These changes will be reflected in the upcoming City Council meeting packet.

9. 8:10 pm Action Item: Redtail Ridge Construction Drawings-Trails. Presented by Bryon Weber, PROS Project Manager (60 Minutes).

- Bryon gives an overview of his July 2 memo.
- Board review of the eight comment items before it goes to Public Works.
- Charles comments that he likes the included maps.
- David raises the concern that our feedback will go to staff and then to public works but it's unclear when it goes to city council. Byron says council has already approved the preliminary plat so the grading permit can be approved at any time. Public Works has given OSAB another opportunity to provide comments before permits are offered. Rob clarifies that the grading permit is unique in that there is an agreement that they can start grading at any time based on preliminary plat approval. Developer is interested in starting early.
- Charles notes that he doesn't recall giving specific feedback about trail locations at the June 2022 meeting. Rob says there were detailed maps with trail locations presented and OSAB was asked specifically about trail locations. He's heard similar comments from others and recognizes there is some misconception and or miscommunication.
- David asks if OSAB feels it can make an informed recommendation without having done a site visit to RTR. Charles says he thinks it's too late and isn't necessary. Byron notes that these comments are due by July 16, 2024, so there simply isn't enough time even if a site visit was approved.
- Mark asks if some of the trails and paths are existing. Rob says no, everything on the map will be new.

- Michiko asks for clarification about what the green dotted line is? She's concerned the location will lead to more social trails. Rob provides information and background about why that trail location and surface type were chosen.
- Charles suggests adding a hard surface trail near where the sports complex has been rumored to be located and make the green dotted line trail a soft surface as people don't live in RTR and there won't be much foot traffic to/from school. Byron notes that no decision has been made about that area and adding a sports complex is far from certain as there are site constraints and it might not be needed given the proximity to the school, other fields, etc.
- Ember suggests we discuss and vote on the eight items in the interest of time.
- Susan and Bryon go through the items one at a time and take a vote
    i. Yes: 6, No: 0, Abstain: 1 (Michiko)
    ii. Yes: 0, No: 6, Abstain: 1 (Andy)
    iii. Yes: 4, No: 3
    iv. Yes: 7, No: 0
    v. Yes: 7, No: 0
    vi. Yes: 6, No: 1
    vii. Yes: 6, No :1
    viii. Yes: 4, No: 2 (Michiko had left the meeting for this and subsequent votes)
    ix. Underpass at Rock Cress on west side of Northwest Parkway - Yes: 7, No: 0
    x. Remove blue trail only: Yes: 4, No: 2
    xi. Remove yellow trail: Yes: 6, No: 0
    xii. Remove green and yellow trails: Yes: 2, No: 4
    xiii. Support removing/delaying two trail segments that connect to parcel PUD 8
- Susan suggests the OSAB submit a memo urging the city to consider not using rodenticide as it's harmful to the environment, raptors that eat the affected prairie dogs, etc. and to urge the use of CO2 if prairie dog lethal removal is necessary.

10. 9:10 pm Discussion Items for Next Meeting August 14th, 2024

The August meeting is tentatively scheduled to be hosted at City Hall, Spruce Meeting Room.

Possible Topics:

A. Strategies for Protecting Habitat, Steve Jones Wildlife Consultant (August)
B. Presentation by LOSA Citizen Group (August)
C. Parks, Recreation, and Open Space Long Term Planning Document Scope of Work Review (August)
    a. Tentative - might get moved to September
D. Trails Long Term Planning Document Scope of Work Review (August)
    a. Tentative - might get moved to September
E. E-Bikes (September)
F. Ranger updates (September)

G. Mosquito Control (September)

11. **Adjourn** 9:45pm

City Council Public Hearing

September 17, 2024

ORDINANCE NO. 1882, SERIES 2024

AN ORDINANCE AMENDING LOUISVILLE MUNICIPAL CODE CHAPTERS 2.20 AND 4.02, CONCERNING THE QUASI-JUDICIAL ROLES OF THE OPEN SPACE ADVISORY BOARD AND THE PARKS AND PUBLIC LANDSCAPING ADVISORY BOARD

City of Louisville

Proposal

- Clarifies Land Use Review Process for OSAB and PPLAB
- Specifies the Following:
  - ✓ The Types of Applications Each Board Will Review
  - ✓ The Scope of Review of Each Board
  - ✓ The Criteria for Review
- Provides for Formal Public Hearing and Public Notice to Ensure Procedural Due Process Requirements Met

City of Louisville

Background

- OSAB Currently Has Role to Review Land Use Applications Adjacent to or Materially Impacting Open Space
  - ✓ No Criterial or Scope of Review Provided
  - ✓ Lacking Clarity on Process and Role of Applicant or Public Hearing
- PPLAB Has No Formal Review Process Established in City Code
  - ✓ City Has Had Practice of Included PPLAB in Some Land Use Review Following OSAB Process

City of Louisville

Analysis

- If Council Desires OSAB and PPLAB Review of Land Use Applications, then the Proposal Provides Clear and Consistent Process for Each Board
- Adds Additional Process Requirements for Land Use Applicants, and Could Add to Overall Land Use Review Timeframes for Some Applications by a Month or More

City of Louisville

OSAB and PPLAB Review

- Each Board Reviewed the Draft Ordinance and Recommended Approval with Edits
- All Recommended Edits Incorporated into Council Draft

City of Louisville

Staff Recommendation

- Staff Recommends Approval

City of Louisville