

AGREEMENT FOR SERVICES

THIS AGREEMENT FOR SERVICES (the "Agreement") is made and entered into effective this ____ day of _____, 2020 (the "Effective Date"), by and between the CITY OF COMMERCE CITY, a Colorado home rule municipality whose address is 7887 East 60th Avenue, Commerce City, Colorado (the "City"), and BEACON COMMUNICATIONS, L.L.C., a Colorado limited liability company whose principal business address is 3211 South Zuni Street, Englewood, CO 80110 ("Contractor").

WHEREAS, the City desires to retain the services of Contractor, and Contractor desires to provide services to the City.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, the sufficiency of which is hereby acknowledged, the parties agree as follows:

I. SERVICES.

A. Services. At the City's direction, Contractor will provide regular and on-demand maintenance and repair/replacement services at various City facilities for the equipment listed in Exhibit A, attached and incorporated by reference (the "Services"). The City reserves the right to omit any of the Services identified in Exhibit A upon written notice to Contractor. In addition to the Services described herein and set forth in Exhibit A, Contractor will provide a four-hour replacement of critical components to prevent lengthy downtime of security systems.

B. Controlling Terms. The terms of this Agreement will control if the terms of any exhibit, attachment, or invoice conflict with this Agreement.

C. Deliverables.

1. Electronic format. Contractor will provide all reports, surveys, maps, plans, drawings or photographs, or any other materials that lend themselves to production in electronic format ("Deliverables") to the City in both hard copy and electronic formats acceptable to the City, unless otherwise directed by the City in writing. Contractor's failure to do so will constitute a material breach of this Agreement. Contractor will consult with the City to determine acceptable electronic formats before beginning the Services. All Deliverables and other tangible materials produced by Contractor pursuant to this Agreement will at all times be considered the property of the City.

2. Spatial Data. Deliverables including spatial data (GIS/AutoCad) will include geospatial datasets (those generated from GPS, survey data, or other derived geospatial data like orthography) in Environmental Systems Research Institute, Inc.'s ("ESRI") file/personal geodatabase or shapefile format, including a coordinate system projection information or file. Point features will be generated as point shapefiles, linear features will be generated as line shapefiles, and area features will be generated as polygon shapefiles. Any geospatial dataset derived from new or existing geospatial data will be in file/personal geodatabase or shapefile format, along with an explanation of the method used to generate the derived geospatial data. Spatial Coordinate or Survey System will be documented and used, along with a coordinate system projection file for said data. Contractor will provide complete metadata (who, what, when, where, how) for all provided spatial data and related information.

3. Digital images. Contractor will provide non-copyrighted, high resolution, illustrative, digital images of project site plans, elevations, renderings, photos, and other Deliverables, as directed by the City, suitable for reproduction of and dissemination in marketing materials and at City Council hearings and public presentations. Contractor will affirm that the images do not violate copyright laws and will

indemnify and hold harmless the City from liability for any expense, cost, loss or damage resulting from any claim of copyright infringement arising from the City's use of the images. All images provided will become the property of the City.

D. Contractor Representations. Contractor warrants and represents that it has the requisite authority, capacity, experience and expertise to perform the Services in compliance with the provisions of this Agreement and all applicable laws. Contractor acknowledges that the City is relying on Contractor's expertise, skill, and knowledge, and that the Contractor's obligations and liabilities will not be diminished by reason of any approval or review by the City. Contractor represents that the Services provided: (i) will be performed in accordance with the applicable professional standard of care of a reasonable professional that is performing the same or similar work, at the same time and locality and under the same or similar conditions faced by Contractor, (ii) will be performed in a timely manner as required by the Agreement and performed and supervised by qualified personnel, and (iii) will conform in all material respects for one year after acceptance to the requirements of this Agreement.

E. Warranties. Contractor warrants that all work performed under this Agreement will be free from defects in workmanship, equipment, and materials. Upon acceptance of the work, Contractor will transfer the benefit of any applicable manufacturer's warranty to the City.

F. Prosecution of the Services. Contractor will perform all work in a professional, workmanlike, and timely manner. Contractor will furnish all labor, materials, tools, supplies, machinery, utilities, and other equipment that may be necessary for the prompt completion of the Services. Contractor will monitor, supervise, and otherwise control and be solely responsible for all persons or entities performing work on its behalf. All work, if related to construction, will be performed in accordance with the City's Engineering Standards and Specifications

G. Correction of Errors. Contractor will correct any errors or omissions in its work and any work deemed unsatisfactory or unacceptable by the City promptly and for no additional compensation.

H. Subcontractors. Contractor will not engage subcontractors to perform any part of the Services, other than for the provision of goods, materials or supplies, without the City's express written consent.

I. Licenses & Permits. Contractor and each subcontractor will be responsible to obtain all required licenses and permits, including a City Contractor's license, if required. Contractor will pay any and all license and permit fees.

J. Rate of Progress. Contractor's rate of progress is a material term of this Agreement. At the City's request, Contractor will provide a progress schedule for the performance of any Services subject to the City's approval.

K. Monitoring and Evaluation. The City reserves the right to monitor and evaluate the progress and performance of Contractor to ensure that the terms of this Agreement are being satisfactorily met in accordance with the City's and other applicable monitoring and evaluating criteria and standards. Contractor will cooperate with the City relating to such monitoring and evaluation.

L. Drugs, Alcohol and Workplace Violence; Compliance with Applicable Law. Contractor and its employees and agents, while performing the Services or while on City property for any reason during the Term, will adhere to the City's policies applicable to City employees regarding drugs, alcohol and workplace violence. Policies will be made available to Contractor upon request. Contractor will comply with all applicable federal, state and local laws, ordinances and regulations.

M. Non-Exclusivity. The City may engage the services of other persons for the provision of Services that could be performed under this Agreement. Contractor acknowledges that it is not entitled to perform any work except as assigned under this Agreement and is not guaranteed any amount of work.

II. COMPENSATION.

A. Amount. As compensation for performance of the Services and any other obligations under this Agreement, the City will pay Contractor for work actually performed, in accordance with the rates set forth in Exhibit A, a sum not to exceed **Six Hundred Thirty Thousand Dollars (\$630,000.00)**. The compensation established by this Agreement includes all of Contractor's costs and expenses to fully perform the Services and other obligations of this Agreement. The City will not consider or be obligated to pay or reimburse Contractor any other charges or fees and Contractor will not be entitled to any additional compensation or reimbursement.

B. Invoices. Contractor will submit invoices on a monthly basis, in a format approved by the City, and provide verification documentation as requested by the City. Invoices will be submitted to the City not more frequently than monthly. Invoices will identify the specific Services performed for which payment is requested, including a description of the Services, the applicable rates, any costs for which Contractor seeks reimbursement, and the total amount that Contractor claims is due.

C. Representation. By submitting an invoice, Contractor warrants that: (i) the work covered by previous invoices is free and clear of liens, claims, security interests or encumbrances, except for any interest created by retainage; and (iii) no work covered by the invoice is subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by Contractor or any other person or entity. Contractor shall not include in its invoice any billing for defective work or for work performed by subcontractors or suppliers if it does not intend to pay the subcontractors or suppliers for such work.

D. Payment. The City will make payment to Contractor within thirty (30) days after receipt and approval of invoices submitted by Contractor. The City's obligation to make payment is contingent upon the Contractor's: (a) submission of a complete and accurate invoice; and (b) satisfactory performance of the Services and conditions of this Agreement. The City may withhold payment of any disputed amounts, and no interest will accrue on any amount withheld pending the resolution of the dispute.

E. IRS Form W-9. If not on file with the City, Contractor will provide to the City a current, completed Internal Revenue Service Form W-9 with or before Contractor's first invoice. Failure to submit a W-9 may result in delay or cancellation of payment under this Agreement.

F. Appropriation. This Agreement will neither constitute nor be deemed a multiple fiscal-year debt or financial obligation of the City based on the City's ability to terminate this Agreement. Contractor acknowledges that the City has made no promise to continue to budget funds beyond the current fiscal year and that the City has and will pledge adequate cash reserves on a fiscal-year by fiscal-year basis.

G. Changed Conditions. Contractor agrees that, by careful examination, it is satisfied as to the nature and location of the Services, the conformation of the ground, the character, quality, and quantity of the materials to be encountered, the character of equipment and facilities needed before beginning and for the Services, the general and local conditions, and all other matters, which can in any way affect the performance of the Services. Contractor specifically waives any claim for additional compensation for any changed condition arising out of any one or more of the following, unless such changed condition is caused in whole or in part by acts or omissions within the City's control: (1) a physical condition of the site of an unusual nature; (2) any condition differing materially from those ordinarily encountered and generally

recognized as inherent in work or services of the character and at the location provided for in this Agreement; or (3) any force majeure.

III. TERM AND TERMINATION.

A. Term. The term of this Agreement will be from the Effective Date until March 31, 2023 (“Term”), unless the Term is extended by validly executed written amendment.

B. Termination.

1. Generally. The City may terminate this Agreement without cause if the City determines that such termination is in the City’s best interest. The City will effect such termination by giving written notice of termination to Contractor, specifying the effective date of termination, at least sixty (60) calendar days prior to the effective date of termination.

2. For Cause. If, through any cause, Contractor fails to fulfill its obligations under this Agreement in a timely and proper manner, violates any provision of this Agreement or violates any applicable law (“Breach”), the City may terminate this Agreement for cause immediately upon written notice of termination to Contractor. Contractor will not be relieved of liability to the City for any damages sustained by the City by virtue of any Breach, and the City may withhold payment to Contractor for the purposes of setoff until such time as the exact amount of damages due to the City from Contractor is determined. If Contractor challenges a termination for cause by the City and prevails, the termination for cause will be deemed to be a termination for convenience and will be effective fourteen (14) days from the date that the original written notice of termination for cause was given to Contractor and no further notice will be required.

3. Effect of Termination. The City will be liable to pay Contractor for Services performed as of the effective date of termination, but will not be liable to Contractor for anticipated profits. Unless otherwise instructed in writing, Contractor will immediately discontinue performance of the Services upon receipt of a notice of termination.

C. Contractor’s Remedies for Breach.

1. Contractor may terminate this Agreement for non-payment of sums due under this Agreement except where non-payment is pursuant to the City’s rights under this Agreement. Contractor will first provide the City written notice of Contractor’s intent to terminate and allow the City ten (10) days within which to make payment.

2. Pending resolution of any material breach by the City, Contractor may, in addition to any other remedies provided by law, discontinue performance of the Services without being in breach of this Agreement.

IV. INDEMNITY.

Contractor will be liable and responsible for any and all damages to persons or property caused by or arising out of the negligent or willful actions or omissions in the performance of the Services by Contractor, its employees, agents, or other persons acting under Contractor’s direction or control. Contractor will indemnify and hold harmless the City, its elected and appointed officials and its employees, agents and representatives (the “Indemnified Parties”), from any and all liability, claims, demands, actions, damages, losses, judgments, costs or expenses, including, but not limited to, attorney fees, which may be made or brought or which may result against any of the Indemnified Parties as a result or on account of the negligent,

grossly negligent, willful and wanton, or intentional actions or omissions of Contractor and/or its employees, agents or representatives or other persons acting under Contractor's direction or control. Contractor will include the provisions of this Section in any such subcontracts engaged to perform any part of the Services. The provisions set forth in this Section will survive the completion of the Services and the satisfaction, expiration or termination of this Agreement.

V. INSURANCE.

A. Required Policies. Contractor will procure and keep in force the following insurance subject to the conditions below, for the duration of this Agreement:

1. Commercial General Liability Insurance. Comprehensive general liability insurance insuring against any liability for personal injury, bodily injury or death arising out of the performance of the Services with at least **One Million Dollars (\$1,000,000)** each occurrence.

2. Products and Completed Operations Insurance. Products and completed operations insurance insuring against any liability for bodily injury or property damage caused by the completed Services, with a combined single limit of at least **One Million Dollars (\$1,000,000)**.

3. Comprehensive Automobile Liability Insurance. Comprehensive automobile liability insurance insuring against any liability for personal injury, bodily injury or death arising out of the use of motor vehicles and covering operations on or off the site of all motor vehicles controlled by Contractor that are used in connection with performance of the Services, whether the motor vehicles are owned, non-owned or hired, with a combined single limit of at least **One Million Dollars (\$1,000,000)**.

4. Professional Liability Insurance. If Contractor is an architect, engineer, surveyor, appraiser, physician, attorney, accountant or other licensed professional, or if it is customary in the trade or business in which Contractor is engaged, or if the City otherwise deems it necessary, errors and omissions professional liability insurance insuring Contractor against any professional liability with a limit of at least **One Million Dollars (\$1,000,000.00)** per claim and annual aggregate.

5. Other Insurance. Workers' compensation insurance (unless Contractor provides a completed Declaration of Independent Contractor Status Form) and other insurance required by applicable law.

The limits of any insurance required by this Agreement will not limit Contractor's liability.

B. Terms of Insurance.

1. Additional Insured. Except for the professional liability policy, if applicable, and workers' compensation policy, **all required insurance policies shall name the City as an additional insured** and will provide that the City, although named as an additional insured, will nevertheless be entitled to recovery under said policies for any loss occasioned to the City or its officers, employees or agents by reason of the negligence of Contractor or its officers, employees, agents, subcontractors or business invitees. The insurance policies will be for the mutual and joint benefit and protection of Contractor and the City. **Such policies will be written as primary policies not contributing to and not in excess of coverages the City may carry.**

2. Qualification: Deductible. Insurance required by this Section will be with companies qualified to do business in the State of Colorado and may provide for deductible amounts as Contractor deems

reasonable for the Services, but in no event greater than **Ten Thousand Dollars (\$10,000.00)**, and Contractor will be responsible for the payment of any such deductible.

3. Cancellation. No such policies will be cancelable or subject to reduction in coverage limits or other modification unless previously approved by the City in writing.

4. Coverage Type. Contractor will identify whether the type of coverage is "occurrence" or "claims made." If the type of coverage is "claims made," which at renewal Contractor changes to "occurrence," Contractor will carry a twelve (12) month tail. Contractor will not do or permit to be done anything that will invalidate the policies.

5. No "Pollution Exclusion." The insurance required by this Agreement will cover any and all damages, claims or suits arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants, and will not exclude from coverage any liability or expense arising out of or related to any form of pollution, whether intentional or otherwise. If necessary, Contractor will secure and maintain either a rider or a separate policy insuring against liability for pollution related damages, claims or suits, as described in subsection ii(a), with at least **Two Million Dollars (\$2,000,000)** each occurrence, subject to approval by the City, which approval will not be unreasonably withheld.

6. Evidence of Coverage. Before commencing work under this Agreement, Contractor will provide certificates of insurance policies and all necessary endorsements evidencing insurance coverage required by this Agreement. The City will not be obligated under this Agreement until Contractor provides acceptable such certificates of insurance and endorsements. If the Term extends beyond the period of coverage for any required insurance, Contractor will, at least ten (10) days before the expiration of any such insurance coverage, provide the City with new certificates of insurance and endorsements evidencing either new or continuing coverage.

C. Subcontracts. Contractor will include the insurance requirements of this Agreement in all subcontracts. Contractor will be responsible if any subcontractor fails to procure and maintain insurance meeting the requirements of this Agreement.

VI. SALES AND USE TAX.

Unless specifically exempt, all materials provided and equipment used in the performance of Services within the City are subject to City Sales & Use Tax, including services performed on behalf of the City.

A. Contractor Responsible for Tax. Contractor is subject to the tax on all purchases, fabrication, manufacture or other production of tangible personal property used, stored, or consumed in performance of the Services.

B. Specific Industry Standard. The Specific Industry Standard for Construction and Contractors (Regulation 20-S.I.15) can be provided upon request by contacting the City's Finance Department, Sales Tax Division, at 303-289-3628, and is available on the City's website at <http://www.c3gov.com/DocumentView.aspx?DID=115>.

C. Equipment. Prior to or on the date Contractor locates equipment within the City to fulfill this Agreement, Contractor will file a declaration describing each anticipated piece of equipment the purchase price of which was two thousand five hundred dollars (\$2,500) or greater, stating the dates on which Contractor anticipates the equipment to be located within and removed from the boundaries of the City and stating the actual or anticipated purchase price of each such anticipated piece of equipment along with any

other information deemed necessary by the City. When such declared equipment is located within the City for a period of thirty (30) days or less, Contractor may include sales and use tax calculated on one-twelfth (1/12) of the purchase price of such equipment in the contract amount, in compliance with Section 20-5-T of the Commerce City Sales & Use Tax Code. If Contractor fails to declare the equipment to the City prior to or on the date Contractor locates the equipment within the City, none of the sales and use tax due on the equipment will be allowed as a contract expense.

VII. COMPLIANCE WITH C.R.S. § 8-17.5-102; VERIFICATION OF LAWFUL PRESENCE.

A. Certification. Contractor hereby certifies that, as of the date of this Agreement, it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement and that Contractor will participate in the E-verify Program or Department Program as defined in C.R.S. § 8-17.5-101 in order to confirm the eligibility of all employees who are newly hired to perform work under this Agreement.

B. Pre-Employment Screening. Contractor is prohibited from using either the E-verify Program or Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

C. Contractor Obligations. Contractor will not knowingly employ or contract with an illegal alien to perform work under this Agreement or contract with a subcontractor that fails to certify to Contractor that the subcontractor will not knowingly employ or contract with an illegal alien to perform work under this Agreement. If Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, Contractor will:

1. Notify the subcontractor and the City within three (3) days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
2. Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to this subparagraph d the subcontractor does not stop employing or contracting with the illegal alien; provided, however, that Contractor will not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

D. Compliance with Investigation. Contractor will comply with any reasonable request by the Colorado Department of Labor and Employment (the "Department") made in the course of an investigation undertaken by the Department pursuant to Article 17.5 of Title 8, C.R.S.

E. Violation. If Contractor violates this Section, the City may terminate this Agreement for breach of contract and Contractor will be liable for actual and consequential damages to the City.

VIII. NOTICES.

Except for routine communications, written notices required under this Agreement and all other correspondence between the parties will be directed to the following and will be deemed received when hand-delivered or three (3) days after being sent by certified mail, return receipt requested:

If to the City:

David Bebak, Facilities and Fleet Manager
Public Works
City of Commerce City
8602 Rosemary Street
Commerce City, CO 80022

If to Contractor:

Robin Wurst, Chief Financial Officer
Beacon Communications, L.L.C.
3221 South Zuni Street
Englewood, CO 80110

The parties may agree to delivery of notices via electronic mail.

IX. GENERAL PROVISIONS.

A. Independent Contractor. The relationship between Contractor and the City will be as independent contractors, and neither the City nor Contractor will be deemed or constitute an employee, servant, agent, partner or joint venturer of the other. **Contractor is obligated to pay federal and state income tax on any money earned pursuant to this Agreement, and neither Contractor nor Contractor's employees, agents or representatives are entitled to workers' compensation benefits, unemployment compensation benefits, sick and annual leave benefits, medical insurance, life insurance, or pension or retirement benefits from the City.**

B. No Assignment. Contractor will not assign or transfer any rights, interests, or obligations under this Agreement without the City's prior written consent.

C. Governing Law; Jurisdiction and Venue; Recovery of Costs. This Agreement will be governed by the laws of the State of Colorado without regard to its conflicts of laws provisions. For all claims arising out of or related to this Agreement, Contractor consents to the exclusive jurisdiction of and venue in the state courts in the County of Adams, State of Colorado. Contractor waives any exception to jurisdiction because of residence, including any right of removal based on diversity of citizenship. The prevailing party in any litigation to resolve a dispute between the parties arising from this Agreement will be entitled to recover court costs and reasonable attorney fees from the non-prevailing party.

D. Governmental Immunity. No term or condition of this Agreement will be construed or interpreted as an express or implied waiver of any of the immunities, rights, benefits, protections, or other provisions of the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101, *et seq.*

E. Time of the Essence. Contractor acknowledges that time is of the essence in the performance of this Agreement. Contractor's failure to complete any of the Services during the Term, or as may be more specifically set forth in an exhibit, notice to proceed, change order, or any approved progress schedule, will be deemed a breach of this Agreement.

F. No Third-Party Beneficiaries. Enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement will be strictly reserved to the parties. Any person other than the City and Contractor will be deemed to be only an incidental beneficiary under this Agreement.

G. No Waiver. The waiver of any breach of a term of this Agreement, including the failure to insist on strict compliance or to enforce any right or remedy, will not be construed or deemed as a waiver of any subsequent breach of such term; any right to insist on strict compliance with any term; or any right to enforce any right or remedy with respect to that breach or any other prior, contemporaneous, or subsequent breach.

H. Rules of Construction. Neither party will be deemed to have drafted this Agreement. This Agreement has been reviewed by all parties and will be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of all parties. No term of this Agreement will be construed or resolved in favor of or against the City or Contractor on the basis of which party drafted the uncertain or ambiguous language. Where appropriate, the singular includes the plural and neutral words and words of any gender will include the neutral and other gender. Paragraph headings used in this Agreement are for convenience of reference and will in no way control or affect the meaning or interpretation of any provision of this Agreement.

I. Severability. A holding by a court of competent jurisdiction that any term of this Agreement is invalid or unenforceable will not invalidate or render unenforceable any other term of this Agreement.

J. Acknowledgement of Open Records Act. Contractor acknowledges that the City is a public entity subject to the Colorado Open Records Act, C.R.S. § 24-72-201, *et seq.*, and this Agreement and any related documents are subject to public disclosure.

K. Cybersecurity. Contractor shall take all necessary steps to install and update operating systems and anti-malware/anti-virus software on all computers to protect City data. Contractor shall provide documentation demonstrating compliance on request in support of any audit conducted by the City or other auditing agency.

L. Passwords. Contractor will ensure passwords on all computer systems comply with City Computer Systems Password Policy ADM-001, attached and incorporated by reference as Exhibit B to this Agreement.

M. Protections for Data Privacy. Contractor shall implement and maintain reasonable security procedures and practices compliant with C.R.S. § 6-1-713.5(2)(a-b) and C.R.S. § 24-73-102(2)(a-b) with respect to any personal identifying information, as defined in C.R.S. § 6-1-713(2)(b) and C.R.S. § 24-73-101(4)(b), disclosed to Contractor in the course of performing the Services. Contractor will notify the City within twenty-four (24) hours of Contractor's determination that a security breach has occurred, as defined in C.R.S. § 6-1-716(1)(c) and C.R.S. § 24-73-103(1)(b), with regard to any personal information, as defined in C.R.S. § 6-1-716(1)(g) and C.R.S. § 24-73-103(1)(g), disclosed to Contractor in the course of performing the Services, and will conduct such investigation and provide such notice as required by law in the event of such breach.

N. Authority. The parties represent and warrant that they have taken all actions necessary to legally authorize the undersigned signatories to execute this Agreement for the parties and to bind the parties to its terms. The signatories represent and warrant that each has legal authority to execute this Agreement for the party he or she represents and to bind that party to its terms.

O. Counterparts; Execution. This Agreement may be executed in any number of counterparts, each deemed to be an original, and, taken together will constitute one and the same instrument. Signature pages may be executed via "wet" signature or electronic mark and the executed signature pages may be delivered using pdf or similar file type transmitted via electronic mail, cloud based server, e-signature technology or other similar electronic means.

P. Entire Agreement; Modification; Binding Effect. This Agreement contains the entire agreement of the parties relating to the subject matter of this Agreement and, except as expressly provided, may not be modified or amended except by validly executed written agreement of the parties. All prior and contemporaneous agreements and understandings, whether oral or written, are superseded by this Agreement and are without effect to vary or alter any terms or conditions of this Agreement. This Agreement will be binding upon, and will inure to the benefit of, the parties and their respective heirs, personal representatives, successors and assigns.

[Remainder of this page intentionally left blank – signature page(s) follow(s).]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

CITY OF COMMERCE CITY

Brian K McBroom, City Manager
City Manager's Office

ATTEST:

APPROVED AS TO FORM:

Laura J. Bauer, MMC, City Clerk

Brian Swann, Assistant City Attorney

Recommended for approval:

Joe Wilson, Director of Public Works
Public Works

BEACON COMMUNICATIONS, L.L.C.

Johnathan Hasserd, VP, Sales and Marketing

[must be notarized]

STATE OF COLORADO)
) ss.
COUNTY OF Arapahoe)

PAIGE FERBER
Notary Public
State of Colorado
Notary ID # 20194004415
My Commission Expires 02-05-2023

The foregoing Agreement was acknowledged before me this 5th day of March, 2020 by
Johnathan Hasserd, VP, Sales and Marketing of Beacon Communications, L.L.C.

Witness my hand and official seal.

My commission expires: 02-05-2023.

Paige Ferber

Notary Public

EXHIBIT A

Scope of Services

Exhibit B

Commerce City Computer Systems Password Policy ADM-0017



7887 East 60th Avenue
Commerce City, Colorado 80022
Phone (303) 289-3627
Fax (303) 289-3661
www.c3gov.com

EQUIPMENT DECLARATION

Company: _____

Date: _____

Address: _____

State and Zip: _____

Note: Construction equipment that was not otherwise subjected to the Commerce City sales or use tax, and which is located within the boundaries of the City of Commerce City for a period of thirty (30) consecutive days or less, will be subjected to the use tax of Commerce City on a prorated basis if the equipment is declared in advance. **If the equipment is not declared in advance or is located within the City for over thirty (30) consecutive days, the amount of tax due will be calculated on 100% of the original purchase price.**

The tax on Declared Equipment will be calculated using the following method: **The original purchase price of the equipment will be multiplied by a fraction, the numerator of which is one (1) and the denominator which is twelve (12); and the result will be multiplied by four and one-half percent (4.5%) to determine the amount of Use Tax payable to the City.** Example: thirty (30) days or less = $\frac{1}{12}$ x purchase price of the equipment x 4.5%.

In order for a taxpayer to qualify for this exemption, the taxpayer must comply with the procedures described in Section 29-2-109(4) of the Colorado Revised Statutes by completing this form and remitting the tax due to the Finance Department of the City of Commerce City. **If the taxpayer does not file this form the exemption herein provided for will be deemed waived by the taxpayer.**

A separate declaration form must be used for each individual piece of equipment.

Construction Equipment Declared:

Description of Equipment and/or VIN number: _____

Purchase price of above equipment and date purchased: _____

Date equipment will enter the City: _____

Date equipment will be removed from the City: _____

We Save and Improve Lives Every Day



Exhibit A

Listing of Equipment and Identification of Premises

Premises:

**Commerce City Civic/Justice Center
7887 East 60th Avenue
Commerce City, Colorado 80022**

Equipment: Section 1

Hirsch Card Access System

1 Velocity Software

1 Photo badge camera in human resources

1 Photo badge printer in human resources

1 Model 16 input output controller

11 Model 8 door controllers

1 Mx2 door controllers

1 Mx4 door controllers

2 MSPN2-8R elevator controllers

85 Match reader interface boards

15 Key pads

105 Prox readers

2 Long range prox readers

2 Linear power supplies for long range prox readers

8 roll up door contacts

13 DS160 rex motion detectors

28 recessed door contacts

3xLogic CCTV System for Building

6 V7016 DVR's with 8TB Storage

1 V250 NVR with 4TB Storage

3 19" LCD monitors in records

1 42" LCD monitor in records

68 fixed position cameras

7 fixed position IP cameras

1 180 degree IP camera

9 PTZ cameras

33 microphones

VCM Cloud Service Software, 7 NVRS

Rauland SecurePlex Intercom/Paging System

1 Rauland DLC15 system CPU card

1 Rauland DEH15 network interface module for DLC15

1 Rauland ASC1 audio interface card

1 ADI J924EB goose neck microphone

9 Rauland DIC intercom line cards

2 Rauland DLS15A door control line cards

2 Rauland RZ16 relay panels

2 Rauland DCC100 intercom amplifiers

2 Rauland DAX120 paging amplifiers

5 Rauland SPS24 power supplies

1 Rauland TC4222 display in records

We Save and Improve Lives Every Day



- 4 Atlas police radio zone level controls
- 1 ELO 4220L 42" touch screen

- 1 Dell Dimension PC for touch screen
- 1 Rauland touch screen software
- 65 Rauland speakers
- 40 Rauland HSS1 intercom stations
- 10 Rauland HSS8 duress buttons
- 1 Aiphone video intercom for property return

Equipment: Section 2

Electrified Door Hardware

- 35 Yale 8891 electrified store room mortise locks with rex and latch bolt monitor
- 15 Yale 8895 electrified institutional mortise locks with latch bolt monitor
- 3 Yale 7100 series SecureX delayed egress exit devices
- 1 Yale 7100 series panic devices with electric trim
- 1 Yale 7100 series exit device with alarm kit
- 9 Kawneer electric exit devices
- 63 electric transfer hinges with monitor switches
- 3 HES 9600 series electric strikes with latch bolt monitor
- 11 HES 5200 series electric strikes
- 3 Foldger Adams 310 series electric strikes
- 1 Adams Rite 8800 series electric panic bar with concealed vertical rods
- 2 Altronix AL600ULACMCB lock power supplies
- 9 Altronix Striket1 power supplies
- 4 Securitron BPS-24-10 power supplies

Equipment: Section 3

Automatic Door Operators

- 4 Stanley swing operators on single doors (east & west atrium)
- 1 Stanley swing operator on double door (east civic center employee entrance)

Equipment: Section 4

Overhead Roll Up Doors and Vehicle Gates

- 6 Overhead roll up doors (sally port and evidence garage)
- 2 Sliding vehicle gates (PD parking lot)

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Premises:

Eagle Pointe Recreation Center
6060 Parkway Drive
Commerce City, Colorado 80022

- 40 Cameras
- 2 NVR VMS Appliance with i7 Processor
- 4 8TB hard drive
- 48 Single camera licenses
- 1 4 port KVM switch
- 1 Hirsch Upgrade Kit, Mx-4 To Mx-8, For An Mx-4 Controller
- 2 Hirsch Reader, uTrust TS Migration Mifare 8110ABT0000
- 3 Embedded Line Module, Miniature, (2) Inputs
- 1 Alarm Expansion Board
- 1 Embedded Line Module, Miniature, (1) Input
- 4 Flex Loop, 9507 Series, Door, 12 Inch
- 1 Stopper Station Button, With Shield, STI-6517
- 4 Motorized Latch Retractor Kit
- 4 Built-In Request to Exit Switch
- 4 Recessed Steel Door Contact
- 4 Relay Module
- 2 Logic Timer Relay
- 28 Interlogix Recessed Steel Door Contact
- 21 Inovonics Transmitter, Wireless, Universal
- 9 360° Ceiling Mount Motion Detector
- 6 Inovonics Wall Mount Motion Detector
- 4 Bosch Keypad, 2-Line, Alpha Numeric
- 1 Bosch Intrusion B8512G-CP
- 2 Bosch Battery, 12V, 7Ah
- 7 Inovonics Repeater, EchoStream
- 2 Alttronix Access power controller
- 3 Inovonics Double-Button Water-Resistant Pendant

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Bison Ridge Recreation Center
13905 E. 112th Avenue
City of Commerce City, CO 80022

- 2 Hirsch Wall Mount Touch Secure Reader
- 2 Hirsch Mx-4 Controller - 4 Door
- 3 Altronix 6-amp lock power supply with distribution
- 12 Honeywell Request to exit motion detector
- 12 Interlogix Magnetic Contact
- 4 Hirsch Wall Mount Touch Secure Reader
- 12 Hirsch MELM3 End of line module
- 5 Hirsch Wall Mount Touch Secure Reader
- 1 Hirsch Mx-8 Controller - 8 Door
- 1 Hirsch TS Keypad - Terminal Strip
- 1 Hirsch Mx-2 Controller - 2 Door
- 1 Altronix Power Supply
- 8 Power Sonic Batteries
- 42 Cameras
- 2 3xLogic V7000 Series, NVR VMS Appliance
- 4 3xLogic 8 TB HDD Storage (1) Removable
- 50 Interlogix Magnetic Contact
- 28 Bosch Pop-It Module, Low Current, w/ Tamper
- 50 GE Rare Earth Magnet
- 1 Bosch Alarm panel, enclosure & transformer
- 1 Bosch Dual battery harness
- 1 Bosch Alphanumeric Keypad
- 1 Bosch Ethernet communications board
- 2 Power Sonic Battery
- 1 1006 Electric Strike Satin Stainless Finish

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Service Period

January 1, 2020, through December 31, 2022

Contract is subject to annual approval by the City of Commerce City / Customer.

Commerce City Facilities & Maintenance Contact Information:

Mike Goudy
Senior Engineer
(303) 766-8796
(303) 994-7201

Gordon Dunlap
IT Operations Manager
Office: 303.227.8810



Scheduled Maintenance, Inclusions and Exclusions, Charges and Payment Terms

Labor Service Agreement

The Labor Service Agreement includes one (1) Annual Preventive Maintenance Inspection with written report and provides for maximum 4-hour on-site response for any critical service issue 24 hours a day, 7 days a week, 365 days a year at the following rates, excluding holidays:

Service Labor Rates:

Normal Business Hours

Monday through Friday, 7 a.m. – 4p.m. No charge

After Hours

Monday through Friday, 4 p.m. – 9 p.m. \$100.00 / hr

Monday through Friday, 9 p.m.– 7 a.m. \$165.00 / hr

Weekends, 7 a.m. – 6:59 a.m. \$165.00 / hr

Holidays \$300.00 / hr

The Labor Service Agreement provides for all service labor for equipment as listed in Exhibit A, Equipment Section 1, but does not provide responsibility for any damaged existing cabling.

Maintenance Agreement for Equipment Repair or Replacement Exhibit A, Section 1

This option provides for repair or replacement of the equipment listed in Exhibit A, Section 1 (Hirsch Card Access System, Vicon CCTV System for Building & Rauland SecurePlex Intercom/Paging System). Please be aware that Provider will first attempt to repair equipment before replacing equipment. All labor involved with the repair or replacement of this equipment is covered under the Labor Service Agreement pricing above. Hirsch Velocity Software Upgrade to version 3.5 along with replacing the Velocity Server is included in the 2014 maintenance agreement. Viconnet software upgrades are not included in the maintenance agreement due to the software was not current when this agreement was originally enacted. Please note: Rauland SecurePlex has met 'End of Life' and is no longer manufactured. Beacon Communications will attempt to repair any failing SecurePlex parts to the best of our capabilities, but no replacements have been issued by vendor. If replacement parts are unable to be procured, a separate proposal will be addressed.

Maintenance Agreement for Labor & Equipment Repair or Replacement in Exhibit A, Section 2

Provides for repair or replacement of the equipment listed in Exhibit A, Section 2 (Electrified Door Hardware). Please be aware that Provider will first attempt to repair equipment before replacing equipment. All labor associated with the repair or replacement of equipment is covered under agreement.

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Maintenance Agreement for Labor & Equipment Repair or Replacement in Exhibit A, Section 3

Provides repair or replacement of the equipment listed in Exhibit A, Section 3 (Automatic Door Operators). Please be aware that Provider will contract directly with Stanley Access Technologies ("Stanley") to administer all repairs hereunder. Provider/Stanley will first attempt to repair equipment before replacing equipment. All labor associated with the repair or replacement of equipment is covered under this option. Included in this option is one annual preventative maintenance inspection. This option will be in effect during the normal business hours of 7:00 a.m. to 4:00 p.m., Monday through Friday.

Preventative Maintenance Visits for Exhibit A, Section 4

Provides quarterly preventative maintenance visits listed in Exhibit A, Section 4 (Overhead Roll Up Doors and Vehicle Gates). Please be aware that Provider will contract directly with Vortex Doors ("Vortex") to administer these preventative maintenance visits. Each inspection visit will include lubricating each door/gate and providing a written inspection report of any necessary repairs. Any repairs of that are authorized by Customer are not covered by the Labor Service Agreement and will be invoiced to Customer after the repair has been made. This option will be in effect during the normal business hours of 7:00 a.m. to 4:00 p.m., Monday through Friday.

Payment shall be a payment of \$124,878.00 to be made in January 2020.

- *Civic and PD: \$77,536.00
- *Bison Ridge: \$22,604.00
- *Eagle Point: \$18,359.00
- *Maintenance Bldg: \$6,379.00

Payment shall be a payment of \$129,399.44 to be made in January 2021.

- *Civic and PD: \$80,637.44
- *Bison Ridge: \$23,282.00
- *Eagle Point: \$18,910.00
- *Maintenance Bldg: \$6,570.00

Payment shall be a payment of \$135,000.94 to be made in January 2022.

- *Civic and PD: \$83,862.94
- *Bison Ridge: \$24,700.00
- *Eagle Point: \$19,670.00
- *Maintenance Bldg: \$6,768.00



TITLE **Computer System Password Policy**

Organizational Level: Administrative **Document Type:** Policy

PURPOSE

Passwords are an important aspect of computer security. A poorly chosen password may result in unauthorized access and/or exploitation of City resources. All users, including contractors and vendors with access to City systems, are responsible for taking the appropriate steps, as outlined below, to select and secure their passwords.

The purpose of this policy is to establish a standard for creation of strong passwords, the protection of those passwords, and the frequency of change.

SCOPE

The scope of this policy includes all personnel who have or are responsible for an account (or any form of access that supports or requires a password) on any City system that resides at any facility, has access to the City's network, or stores any City information electronically.

POLICY, PROCESS, PROCEDURE, or STANDARD

General Requirements

1. All system-level passwords (e.g., root, enable, system admin, and administration accounts) must be changed on at least a quarterly basis.
2. All user-level passwords (e.g., email, web, application, and computer) must be changed at least every six months. The recommended change interval is every four months.
3. Old Passwords cannot be re-used for a period of six password changes.
4. All user-level and system-level passwords must conform to the *Password Construction Requirements* outlined below.

Password Construction Requirements

All passwords should meet or exceed the following characteristics for strong passwords and not contain any characteristics for poor, or weak passwords.

Strong passwords have the following characteristics:

- Contain at least eight alphanumeric characters.
- Contain both upper and lower case letters.
- Contain at least one number (0-9).

- Contain at least one special character (e.g., !\$%^&*()_+|~-=\`{}[]:~';<>?,/).
- Password not been used in the past 6 password changes.

Poor, or weak, passwords have the following characteristics:

- Contain less than eight characters.
- Can be found in a dictionary, including foreign language, or exist in a language slang, dialect, or jargon.
- Contain personal information such as birthdates, addresses, phone numbers, or names of family members, pets, friends, and fantasy characters.
- Contain work-related information such as building names, system commands, sites, companies, hardware, or software.
- Contain number patterns such as aaabbb, qwerty, zyxwvuts, or 123321.
- Contain common words spelled backward, or preceded or followed by a number (e.g., terces, secret1 or 1secret).
- Contains the user account name.
- Are some version of "Welcome123" "Password123" "Changeme123"

You should never write down a password. Instead, try to create passwords that you can remember easily. One way to do this is create a password based on a song title, affirmation, or other phrase. For example, the phrase, "This May Be One Way To Remember" could become the password TmB1w2R! or another variation.

Password Protection Requirements

- Passwords should not be shared with anyone, including administrative assistants, managers, co-workers while on vacation, or family member without prior supervisor approval. All passwords are to be treated as sensitive, confidential City information.
- In rare instances, passwords may need to be shared with a member of the Information Technology support staff for system support purposes. If this is required, the password must be changed as soon as possible after the support is provided.
- Passwords must not be inserted into email messages, other forms of electronic communication.
- Passwords must not be revealed over the phone to anyone.
- Do not reveal a password on questionnaires or security forms.
- Do not hint at the format of a password (for example, "my family name").
- Do not write passwords down and store them anywhere in your office. Do not store passwords in a file on a computer system or mobile devices (phone, tablet) without encryption.

- Passwords used to gain access to city systems should not be used as passwords to access non-City accounts or information (e.g., personal ISP account, personal email account, banking website, etc.).
- The IT Department or its delegates may attempt to crack or guess users' passwords as part of its ongoing security auditing process. If a password is cracked or guessed during one of these audits, the user will be required to change his or her password immediately.
- It is recommended that computers, servers, personal digital assistants, or other computing devices not be left unattended without enabling a password-protected screensaver or logging off the device.
- Any user suspecting that his/her password may have been compromised must report the incident to the Information Technology Department and change all passwords as soon as possible.

DEFINITIONS

None

GENERAL NOTES

Any exception to this policy must be approved in advance by the Director of Information Technology.

RELATED POLICIES, PROCESSES, PROCEDURES AND STANDARDS

Policy Owner Title/Name: Director of Information Technology / Justin Bingham																
Policy Review By:	City Manager															
Last Review Date:	3/29/16															
RETENTION:	<input checked="" type="checkbox"/> Section 40.220 (A) Clerical or other routine manuals: 2 yrs after superseded or obsolete <input type="checkbox"/> Section 40.220(B) Policies and procedures that have long-term value in determining current and past policies or procedures in liability cases, personnel disputes and other circumstances: Permanent															
Legal Review By:	<table border="1"> <tr> <td><i>Robert Stensley</i></td> <td>Date:</td> <td>4/10/16</td> </tr> <tr> <td><i>Cathy Blakeema</i></td> <td>Date:</td> <td>4/7/16</td> </tr> <tr> <td><i>Justin Bingham</i></td> <td>Date:</td> <td>4/11/16</td> </tr> <tr> <td><i>Robert Stensley</i></td> <td>Date:</td> <td>4/10/16</td> </tr> <tr> <td><i>Cathy Blakeema</i></td> <td>Date:</td> <td>4/7/16</td> </tr> </table>	<i>Robert Stensley</i>	Date:	4/10/16	<i>Cathy Blakeema</i>	Date:	4/7/16	<i>Justin Bingham</i>	Date:	4/11/16	<i>Robert Stensley</i>	Date:	4/10/16	<i>Cathy Blakeema</i>	Date:	4/7/16
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